



MINNEAPOLIS  
PUBLIC SCHOOLS

Urban Education. Global Citizens.

**2021-2023  
Collective Bargaining Agreement**

**THE MINNEAPOLIS FEDERATION OF TEACHERS, LOCAL 59  
EDUCATIONAL SUPPORT PROFESSIONALS**

**AND**

**MINNEAPOLIS PUBLIC SCHOOLS  
Special School District No. 1  
Minneapolis, Minnesota  
*An Equal Opportunity School District***

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Candra Bennett	Interim Senior Human Resources Officer
Alicia Miller	Interim Director, Employee Relations
Malcolm Wells	Employee Relations Associate
Margaret Skelton	Attorney
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Rochelle Cox	Associate Superintendent
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### **Local 59 Committee**

Ma-Riah Roberson-Moody	SEA	Roosevelt, Lead Contract Negotiator
Katrinka Zackery	SSPA	Henry, Lead Contract Negotiator
Liz Thompson	SEA	Anwatin, Recording Secretary
Shaun Laden		President, MFT 59 ESP
Stacey Gurian-Sherman	CCA	Justice Page
Catina Taylor	SEA	MFT 59
Mary Webb-Hampton	SEA	Roosevelt
Mikel Herb	SEA	Sanford
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Daniel Dorff	SEA	River Bend
Karron Willis	SEA	Marcy
Bonita Jones		Education Minnesota Field Staff

### **Nondiscrimination**

The Minneapolis Public Schools does not discriminate on the basis of race, creed, color, religion, ancestry, national origin, sex, affectional preference, handicap, marital status, status with regard to public assistance, Vietnam era veteran status and age in its educational programs or activities and complies with Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and other applicable federal or state statutes and regulations relating to equality of opportunity.

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# AGREEMENT

## Article 1 Definition of Agreement

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- 1.1 **Parties: This Agreement**, entered into between the Board of Education, Special School District No. 1, Minneapolis, Minnesota, hereinafter referred to as the Board of Education and the Minneapolis Federation of Educational Assistant/Educational Support Professionals, Local 59, (certified by the Director of the Bureau of Mediation Services as the exclusive representative), hereinafter referred to as Local 59 pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as PELRA, to provide the terms and conditions of employment, and the purpose of the Agreement is to promote orderly and constructive relationships between the Board of Education, the employees of this unit and Local 59.

## Article 2 Exclusive Representation

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- 2.1 The Board of Education recognizes Local 59 as the certified exclusive representative for all Educational Support Professionals whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal workweek and more than sixty-seven (67) work-days per year. including but not limited to:

### Active Titles:

Associate Educator (with the following class options):	Educational Assistant
• Behavior Resource	Educational Sign Language Interpreter
• Bilingual	ESP Mentor
• Community Resource	ESP Resident, Special Education
• Interpreter for Hearing Impaired	Family and Community Liaison
• Media Resource	Family Learning Child Care Helper
• PDP Mentor	Family Learning Asst. Child Care Worker
• Title I Computer Resource	Family Learning Child Care Worker
• Transportation Resource	Intervener
• Truancy	School Success Program Assistant
Avid Assistant	Site Coordinator, GEAR UP
Avid Assistant, Lead	Special Education Assistant
Bilingual Program Assistant	(with the following class options):
Certified Occupational Therapist Asst.	• RIS
Certified Physical Therapist Assistant	• SEA Cadre
Child Care Assistant	Speech Language Pathology Assistant

### Discontinued Titles:

Aide to the Principal	Parent Liaison
Community School Coordinator	Program Aide
Health Educator	Site Coordinator, Minneapolis Kids
Indian Home School Liaison	Transportation Resource Assistant

The term Educational Support Professionals refers to all job classifications within the bargaining unit.

## Definitions

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- 2.2 The Board of Education agrees that Local 59 is the exclusive representative for all personnel defined in Section 2.1 of this article, and that it will not meet and negotiate with any other labor or employee organization concerning the terms and conditions of employment for this unit.
- 2.3 The Board of Education agrees that it will meet and confer with the Union regarding the establishment of any new positions that may include the same duties as those included in positions that are covered by this Agreement. Disputes which may occur over the inclusion or exclusion of new or revised job classifications in the unit described in Article 2.1 shall be referred to the Bureau of Mediation Services for determination.

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### Article 3 Definitions

- 3.1 **Employee:** "Employee" shall mean any person who holds a position in the appropriate unit as defined in Article 2 of this agreement.
- 3.2 **Educational Support Professional:** Classified employees of Special School District No. 1, who are permanent employees, represented by the Educational Support Professional Chapter, MFT, Local 59 and included within the bargaining unit as certified by the Director of the Bureau of Mediation Services.
- 3.3 **Employer:** Employer shall mean the Board of Education, Special School District No. 1, Minneapolis Minnesota, referred to as the Board of Education or the District
- 3.4 **Superintendent:** Superintendent shall mean the Superintendent of Schools or a designated representative.
- 3.5 **Days:** Days shall mean employee workdays, except where otherwise designated.
- 3.6 **Contract Year:** The contract year for positions in this unit is twelve (12) calendar months from July 1 through June 30.
- 3.7 **Work Year:** Work years vary by assignment, may be for a period of up to 52 weeks per contract year, and are determined annually as provided for in Article 15.6 Work Year.
- 3.8 **Like Employment Status:** Like status employment shall mean the same or greater percentage of FTE (full time equivalent). Includes classification, hours per day, days per week, and weeks per year.
- 3.9 **Probation:** The probationary period is the final step in the selection process before an employee gains permanent status. The primary objective of the probationary period is evaluation of the new employee's job performance. There should be informal review and feedback of job performance.
  - 3.9.1 **Initial Employment:** Probationary employees are "at will" employees. An Educational Support Professional whose performance is unsatisfactory may be released at the discretion of the employer during the first one hundred and thirty (130) duty days worked, excluding holidays, vacation, and sick days. The employee shall be notified of their probationary release by the appropriate administrator. Probationary release shall not be subject to the grievance procedure by either the union or the employee.
  - 3.9.2 **Voluntary Transfer:** All Educational Support Professionals must complete a one hundred thirty (130) working day probationary period to be considered for a voluntary transfer. **Associate Educator Re-Hire:**

## Rights and Obligations of Employees

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- a. If an Associate Educator has successfully completed probation and is rehired into an Associate Educator position of the same class option before the start of the second semester of the following school year the Associate Educator will not be considered a probationary employee.
- b. If an Associate Educator is rehired after the second semester and/or has not completed the probationary period the Associate Educator will need to complete the 130 duty days worked probationary period which will begin at the effective date of rehire.

3.9.3 **Benefit Eligibility:** Only employees who work twenty (20) or more hours per week are eligible for sick and vacation benefits.

3.9.4 **Promotional Probation:**

- a. **Permanent Employees:** Permanent Educational Support Professionals who obtain a promotion to a new classification must complete a probationary period of ninety (90) calendar days during the Normal Work Year (see 15.6.1.d) to be certified to the new position.
- b. **Probationary Employees:** Probationary Educational Support Professionals who obtain a promotion to a new classification must complete a probationary period of one hundred thirty (130) duty days worked to be certified to the new position.
- c. **Additional Information:** See Article 17.5, Promotion.

3.10 **Certification:** The process of sending out to the requisitioning department the names of persons from the eligible list who are certified as qualified.

3.11 **Temporary Employee:** A person who is not a permanent employee. Temporary employees are not eligible for benefits under this contract. Temporary employees do not earn seniority.

The District pledges its cooperation in insuring that employment of temporary employees will be minimized, and that substitute employees will not be assigned to permanently fill vacant positions. The Union pledges not to grieve violations of this subsection unless the District is deliberately utilizing substitute and temporarily certified employees as a means of circumventing the provisions of this Agreement.

3.12 **Detail:** The temporary assignment of current employees to different job classes other than their status class.

3.13 **Hire Date and Seniority Date:** see Article 16.

3.14 Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

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## Article 4 Rights and Obligations of Employees

4.1 **Right To Views:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or representative of an employee to the expression or communication of a view, complaint or opinion on any matter so long as such action does not interfere with the performance of the duties of employment as prescribed in this Agreement or circumvent the rights of the exclusive representative.

4.2 **Right to Join and Participate:** Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations.

## Rights and Obligations of Employees

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Employees choosing to participate in internal Local 59 affairs as officers, stewards, and committee persons shall be free to do so without fear of penalty or reprisal.

- 4.3 **Request for Dues Check Off:** Employees shall have the right to request and be allowed dues check off for Local 59. On an annual basis, prior to September fifteenth, the local shall provide dues deduction rates and an annual dues deduction cap for maximum contributions which can be withheld from any individual employee's earnings during a given school year. The Board of Education agrees to deduct during each payroll period an amount sufficient to provide the payment of dues established by Local 59 from the wages of all employees authorizing in writing such deductions on forms provided by Local 59. Local 59 will indemnify, defend, and hold the Board of Education harmless against any claims made and against any suits instituted against the Board of Education, its officers or employees, by reason of payroll deductions for dues.
- 4.4 **Remittance of Dues Deduction:** The Board of Education agrees to remit the total dues deduction for each pay period together with an itemized statement.
- 4.5 **Open Personnel Files:** Educational Support Professionals shall have the right to examine their personnel files subject to the following conditions:
  - 4.5.1 A personnel file is defined to include the file maintained in the Human Resources Department, the payroll history file and health insurance and life insurance files maintained in the Finance Department and any other data maintained anywhere else under District control that is deemed to be public data or private data on individuals as defined in the Government Data Practices Act.
  - 4.5.2 An Educational Support Professional, upon written request, (as outlined in the procedure established for this purpose) to the Human Resources Department, may examine the contents of their personnel file. A member of the professional staff of the Human Resources Department will share with the Educational Support Professional in a personal conference all materials in the employee's file. Material to be placed in an Educational Support Professional's personnel file will be held by the originator for ten (10) days. An Educational Support Professional may request a conference with the writer within this time period. The Educational Support Professional shall have the right to submit a response to any report or evaluation; such a response will be attached to and become part of the Educational Support Professional's personnel file. An Educational Support Professional may be permitted to reproduce at their expense any contents of their personnel file. The school district may destroy such file as provided by law. Official grievances filed by any Educational Support Professional under the grievance procedure shall not be placed in the personnel file of the employee; nor shall such a grievance be utilized in personnel assignment. Any person who examines an Educational Support Professional's personnel file shall be recorded as having examined said file, which record shall become a permanent part of an employee's personnel file, unless the Educational Support Professional chooses to have such record expunged. Members of the Human Resources and Finance Departments shall be exempt from this provision.
  - 4.5.3 Information, except that which is part of an ongoing investigation, that has not been disclosed to an employee prior to a disciplinary action cannot be used against the employee. However, this paragraph shall not be interpreted to expand the rights of pre-hearing discovery beyond those provided by law.

## Board of Education's Rights and Obligations

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- 4.5.4 Information gained as a result of an investigation into a complaint received about an employee will be shared with that employee as allowed by the Data Privacy Law prior to a disciplinary action. Information gained as a result of an investigation is not included in an employee's personnel file, but rather the documents related to the final action.
- 4.5.5 If there is no reoccurrence of misconduct after one year, the employee may request that such material relating to the charges be removed from the employee's personnel file. The determination to remove such materials is the sole discretion of the school district. Charges that are not investigated or substantiated shall not be placed in the employee's personnel file.
- 4.6 **Employee Discipline:** The school district agrees that actions taken to discipline or discharge an employee shall be based upon just cause. The principle of progressive discipline and relevant Civil Service performance and misconduct standards shall be applied when appropriate as determined by the employer. All forms of discipline are subject to the grievance procedure.
- 4.7 **Indemnification.** The employee shall be indemnified and held harmless by the District from any and all demands, claims, suits, actions and legal proceedings brought against the employee arising within the scope of their employment or as an agent for the District, including the cost of defending against such claims provided that the employee:
  - 1. was acting in the performance of the duties of this position; and,
  - 2. was not guilty of malfeasance, willful neglect of duty, or bad faith.
- 4.8 **Site-Based Meeting.** Twice per school year, or more, if mutually agreed, Union representatives and site administration will jointly meet. The purpose of this meeting is to address site-specific issues that may arise, as well as to clarify and communicate about best practices by looking at processes and solutions, with the goal of providing a clear and unified message to members.

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## Article 5 Board of Education's Rights and Obligations

- 5.1 **Management Responsibilities:** It is the obligation of the Board of Education to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district, subject to the provisions of all state and federal laws including the PELRA.
- 5.2 **Inherit Managerial Policy:**
  - 5.2.1 The Board of Education's inherent managerial policies include, but are not limited to, such areas of discretion as the functions and programs of the school system, its overall budget, utilization of technology, the organizational structure and selection and all direction and number of personnel.
  - 5.2.2 The Board of Education has the right and is entitled, without negotiation or reference to any agreement resulting from negotiation, to operate and manage its affairs solely at its discretion and in any lawful manner not otherwise limited by this Agreement or PELRA.
  - 5.2.3 The Board of Education, except as expressly stated herein, retains whatever rights and authority are necessary for it to operate and direct the affairs of the Board of Education in all of its various aspects, including, but not limited to, the right to

## Board of Education's Rights and Obligations

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direct the working forces; to plan, direct and control all the operations and services; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to make and enforce reasonable rules and regulations; and to change or eliminate existing conditions, equipment or facilities.

5.3 **Managerial Rights Not Covered By This Agreement:** The foregoing enumeration of Board of Education rights shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the Board of Education. The managerial rights may be changed by courts of competent jurisdiction in interpreting PELRA.

5.4 **Management Obligations:**

- 5.4.1 The Board of Education will afford reasonable time off without pay to elected officers or appointed representatives of Local 59 for the purposes of conducting the duties of Local 59.
- 5.4.2 The Board of Education will allow, during working hours on the employer's premises and without loss of pay, the elected officers, or appointed officers, to attend negotiating meetings; transmit communications authorized by Local 59 or its officers to the employer; consult with the employer or the employer's representative concerning the enforcement of any provisions of this Agreement.
- 5.4.3 The Board of Education will allow, during working hours on the employers premises or site designated by the employer and without loss of pay, the president or the president's designee to attend meetings including but not limited to negotiating meetings and labor management meetings.
- 5.4.4 In addition to the provision of subdivision (a) the Board of Education will allow up to thirty (30) employee days off during school year to elected officers or appointed representatives of the Educational Support Professionals Chapter Local 59 for the purpose of conducting the duties of Educational Support Professionals Chapter Local 59 without loss of pay to individuals certified by the Union. The cost of replacement substitutes shall be borne by the Union at the base rate of pay to be costed as part of contract settlement.
- 5.4.5 The Board of Education will provide for leaves of absence without pay to elected officers or appointed representatives of Local 59.
- 5.4.6 The Board of Education shall allow business agents of Local 59 to meet with Local 59 members during lunch and break periods.
- 5.4.7 The Board of Education will allow the use of conference rooms or facilities upon permits secured from the proper authority in accordance with rules and regulations of the Board of Education before work, during lunch breaks and after the workday.
- 5.4.8 When an Educational Support Professional is required to participate in work related activities the employee shall be paid their regular rate of pay.

### Article 6 Professional Development

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#### 6.1 Purpose and Definition:

- 6.1.1 Professional development is a process by which Educational Support Professionals improve and expand their skills as a member of a team and individually to meet the needs of a changing student population and to increase student achievement. Professional development is planned to meet the identified growth areas of each individual. The professional development process is an individualized plan tailored to meet the needs of the new hire as well as the continuing development of the more experienced.
- 6.1.2 An effective professional development process increases student achievement because:
- job satisfaction increases as positive professional relationships are built;
  - morale improves as student achievement increases;
  - employee confidence increases as skills are developed for meeting student needs; and the job becomes more attractive and as a result more skilled applicants are recruited to the profession.
- 6.1.3 The employees covered by this contract provide a variety of invaluable services to support the students of Minneapolis Public Schools. Services include such diverse responsibilities as teaming with the classroom teacher, bilingual translations, assisting one-to-one students with special needs, early morning childcare, and assisting occupational therapists and social workers. In short, Educational Support Professionals play a vital role on the team, which strives to support the success of the students of Minneapolis Public Schools. To be effective in these areas of responsibility, Educational Support Professionals need ongoing professional development, as do all members of the educational community.

#### 6.2 Compensation For Staff Development And Required Job Related Training:

- 6.2.1 **Staff Development.** When an Educational Support Professional participates in staff development and/or school leadership activities, i.e. site-based management team, the Educational Support Professional shall be paid their hourly rate of pay
- When an employee presents training, the employee shall be paid at the EA Staff Development Rate or Hourly Leadership Rate for each hour of instruction, which they present, to teachers or employees of the school district. In addition, for every two hours of preparation as reported and approved, they shall receive one (1) additional hour at the following rate.
- EA Staff Development Presenting/Prep (Site Based) – Base rate of pay +\$2.50.  
Hourly Leadership Rate/Prep (District Wide) - – Base rate of pay +\$2.50.
- 6.2.2 **Reimbursement for Required Training.** In the event that training is required by the Employer, the Employer shall provide such training at no cost to the employee or shall reimburse the employee for any registration fees or tuition and mileage to and from the training site and the employee's home or if during the employee's regular work day, the employee's assigned work location.

6.2.3 **Reimbursement for Required Professional Certification – Occupational Therapist and Physical Therapist Assistant:** The District will reimburse Occupational Therapist Assistants and Physical Therapist Assistants as follows:

- a. **Occupational Therapist Assistants** are eligible for reimbursement of the full cost every two (2) years for the cost of renewing their certification from the Minnesota Department of Health.
- b. **Physical Therapist Assistants** are eligible for reimbursement of the full cost of renewing their certification from the Minnesota Board of Physical Therapy.
- c. **Limited Scope:** This section provides only for the cost of recertification fees and does not cover any required coursework or continuing education credits that may be required as part of the recertification process.
- d. **Documentation:** In order to process reimbursement, eligible employees must submit documentation substantiating license renewal along with documentation setting forth fees and costs associated with the certification:
  - Complete the form included in Appendix E
  - Attach a receipt/confirmation of payment of certification renewal
  - Obtain a supervisor's signature
  - Return the completed form and receipt/confirmation of payment to the Payroll Department

6.3 **Professional Development for New Educational Support Professionals:** Newly hired Educational Support Professionals shall receive an initial orientation and training related to their work with students who receive general and special education services, and their awareness of district and state policies, that shall be in compliance with Minnesota Statutes 120B and 125A.08.

6.4 **On-Going Professional Development for All Educational Support Professionals:** The school district and the union jointly agree to the following assumptions that support the access of all Educational Support Professionals to annual district wide or school site(s) or program-specific professional development activities:

To be effective in their areas of responsibility, Educational Support Professionals need on-going professional development throughout their careers.

Successful professional development for Educational Support Professionals is primarily focused on student learning, needs, and achievement. Professional development also focuses on providing Educational Support Professionals the opportunity to gain knowledge and experience that aligns with their career goals.

A school climate for professional learning and growth provides opportunities for collaboration, dialogue, and training focused on school – staff work for the purpose of improving student achievement.

As such, Educational Support Professionals will be provided no fewer than four (4) days of paid professional development annually. A day shall consist of at least six (6) hours. Effective July 1, 2020, Educational Support Professionals who work with students who receive special education services shall receive at least two (2) hours of foundational special education training out of the twenty-four (24) paid professional development hours.

## Professional Development

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Employees who are required to work on scheduled professional development days will be provided the same number of hours of comparable professional development at times scheduled by the District. In addition, please see Article 15.6, Work Year.

Attendance at staff development activities or training is mandatory, as directed by the employee's administrator(s) or their site, and/or the District. All Educational Support Professionals must participate in staff development activities or trainings on designated days.

Educational Support Professionals may use accumulated vacation leave on staff development days for any portion of that day that is within their regularly scheduled hours but during which there is no professional development offering. Employees may use accumulated sick leave for purposes of illness. Sick leave shall be granted as outlined in Article 10, Sick Leave; and shall be subject to approval and verification by the District. The District may require the employee to furnish a report from a recognized physical or mental authority attesting to the necessity of the leave.

By mutual agreement with Administration and Educational Support Professionals, if professional development hours/days are already used by Educational Support Professionals, they shall be allowed to use vacation leave for a regularly scheduled professional development day during the Educational Support Professional's work year as defined in Article 15.6.

The instructional community is responsible for collegial and professional growth and support, and the union and the district will jointly assist school sites and programs to establish and provide meaningful professional development activities. Unit members may be eligible to register for and participate in various Pro-Pay or ATPPS course offerings through the district on a "space available" basis on their own time at their own cost.

- 6.5 **Standards of Effective Instructional Support for Educational Support Professionals:** In our continuing effort to increase student achievement, the Educational Support Professionals Joint Labor Management Committee has adapted the Minneapolis Public School's Standards of Effective Instructional Support to guide the practices of Educational Support Professionals as integral team members in the total teaching and learning process. (This committee was formed under the grant received from the Federal Mediation and Conciliation Services.)

The Standards of Effective Instructional Support were developed in 1994 to assist with decisions and planning for the improvement of instruction and student learning. During the development of these standards, a committee of teachers, principals, and administrators reviewed, analyzed and synthesized the standards and current research on teaching from the following national organizations: National Board for Professional Teaching Standards (NBPTS), Educational Testing Service (PRAXIS series), National Association of State Directors of Teacher Education and Certification (NASDTEC), Interstate New Teacher Assessment and Support Consortium (INTASC), North Central Accreditation of Teacher Education (NCATE), and Minnesota Educational Effectiveness Program (MEEP). From that effort, the Minneapolis Standards of Effective Instruction were written.

The Standards can be used in a variety of ways. They can be used as:

- a tool for self-assessment
- a basis for teaming and/or coaching; goal setting, planning, and discussions
- a guide for implementing staff development

## Professional Development

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- criteria for reflection on work

All staff of the Minneapolis Public Schools can continue to improve the quality of teaching and learning through the use of standards as a foundation for professional expectations as well as a guide for planning, implementing and reflecting on instruction.

Although the Standards of Effective Instructional Support for Educational Support Professionals are clearly aligned with teacher standards, the ultimate responsibility for the design, content, and implementation of instruction is the professional responsibility of the licensed teacher.

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### **Belief Statements About Students And Learning**

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- ALL students can learn and all educators can teach them to learn.
- Instruction is rooted in the belief that there are no true differences in ability based on gender, culture, language, economic or family status. There are individual differences in student and teacher/staff talents, styles and experiences which need to be addressed in designing instruction.
- Educational Support Professionals are recognized, respected and supported as integral team members responsible for assisting in the delivery of instruction and other student related activities.
- The entire instructional team participates within clearly defined roles within a dynamic changing environment to provide an appropriate educational program for students.
- Knowledge needs to be actively constructed in order to create true understanding and meaning.
- Persistence in seeking and using a repertoire of instructional strategies is necessary to assure growth in achievement in all students.
- Instruction, content, and assessment are aligned with each other and with student outcomes.
- Student outcomes, curriculum, instruction, and assessment are aligned between grade levels and elementary/secondary programs.
- Multiple assessments are needed to inform individualized planning, future instruction, and program planning as well as to provide feedback to students and parent/families.
- Instructional climate encourages questioning discourse, and divergent opinions among all individuals.
- Student success is dependent on shared responsibility among student, parent/family, school, and community.
- Implementation of new strategies requires ongoing support.
- Instructional improvement requires human and often financial resources for the training of instructional team members.
- Researched standards of effective instruction impact student achievement.

### Overview of Standards

#### Standard 1

- Teachers accommodate student differences when they plan for instruction.
- Educational Support Professionals collaboratively plan and implement instruction designed to accommodate student differences.

#### Standard 2

- Teachers are active learners as part of a school community.
- Educational Support Professionals are active learners as part of a school community.

#### Standard 3

- Teachers provide feedback to students and parents/families regarding their learning.
- Educational Support Professionals provide feedback to teachers and students regarding the student's learning.

#### Standard 4

- Teachers continuously think systematically about their practice to improve their effectiveness.
- Educational Support Professionals continuously think systemically about their practice to improve their effectiveness.

#### Standard 5

- Teachers create classrooms in which students want to learn, do learn, and become responsible for their own learning.
- Educational Support Professionals support teachers in creating classrooms in which students want to learn, do learn, and become responsible for their own learning.

#### Standard 6

- Teachers create lessons and learning environments that are structured so that students can relate what they know to new information and situations.
- Educational Support Professionals support lessons and learning environments that are structured so that students can relate what they know to new information and situations.

#### Standard 7

- Teachers implement instruction in ways that encourage student learning.
- Educational Support Professionals implement instruction in ways that encourage student learning.

### Standard 1

- **Teachers accommodate student differences when they plan for instruction.**
- **Educational support professionals collaboratively plan and implement instruction designed to accommodate student differences.**

EDUCATIONAL SUPPORT PROFESSIONALS:

- address learning styles
- collaborate with teachers to use curriculum materials for a diverse student population, subject matter, and skills
- set high and appropriate expectations for all students and themselves
- follow the instructional plan and seek clarification and directions as needed

### Standard 2

- **Teachers are active learners as part of a school community.**
- **Educational support professionals are active learners as part of a school community.**

EDUCATIONAL SUPPORT PROFESSIONALS:

- actively participate in the Professional Development Process to achieve and give support for professional development
- participate in professional development opportunities through district, state, colleges/universities, and professional organizations, business partnerships or other professional strategies
- are aware of methods to access information about best practices and educational issues
- share expertise and knowledge with others
- collaborate with parent/families, when directed, in making educational decisions

## Professional Development

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- are aware of and access parent/family and community resources as part of the educational team
- give and receive feedback in a positive manner

### Standard 3

- **Teachers provide feedback to students and parents/families regarding their learning.**
- **Educational support professionals provide feedback to teachers and students regarding the student's learning.**

EDUCATIONAL SUPPORT PROFESSIONALS:

- provide clear feedback to students regarding their learning
- use assessment results as feedback to structure future student learning as a member of the instructional planning team
- maintain a written record of student achievement as directed
- support district, school, and classroom expectations through positive reinforcement

### Standard 4

- **Teachers continuously think systematically about their practice to improve their effectiveness.**
- **Educational support professionals continuously think systematically about their practice to improve their effectiveness.**

EDUCATIONAL SUPPORT PROFESSIONALS:

- actively participate in the Professional Development Process to achieve and give support for professional development

## Professional Development

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- elicit feedback from colleagues to improve instructional effectiveness
- integrate feedback and reflection into instructional directed activities
- seek advice of others
- develop an awareness of research-based best practices that support student achievement
- learn from experience and colleagues
- coach colleagues to higher levels of effectiveness
- connect your daily work practices to the individuals, classroom, school, community, and world

### Standard 5

- **Teachers create classrooms in which students want to learn, do learn and become responsible for their own learning.**
- **Educational support professionals support teachers in creating classrooms in which students want to learn, do learn and become responsible for their own learning.**

#### EDUCATIONAL SUPPORT PROFESSIONALS:

- affirm success
- demonstrate awareness of students and their activities
- develop empathy, rapport, and personal interactions among students, peers, and other adults with Multicultural, Gender and Ability Fair perspective
- establish and consistently maintain expectations and routines that are Multicultural, Gender and Ability Fair and appropriate to all students
- organize the physical facilities of the classroom as directed
- promote respectful interactions among students
- promote respectful interactions between all students and adults
- maximize time spent actively engaged in academic activities; minimize time spent waiting for activities to get started, making transitions between activities, sitting with nothing to do, or engaging in misconduct
- promote student self-discipline and responsibility

## Professional Development

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- encourage class participation and interaction
- exhibit a respectful attitude toward students
- positively reinforce achievement and appropriate behavior
- support a classroom environment in which students feel safe and willing to take academic risks
- encourage work and study habits in the classroom
- promote independent thinking, researching, and studying
- promote independent and collective learning

### Standard 6

- **Teachers create lessons and learning environments that are structured so that students can relate what they know to new information and situations**
- **Educational support professionals support lessons and learning environments that are structured so that students can relate what they know to new information and situations**

#### EDUCATIONAL SUPPORT PROFESSIONALS:

- monitor student performance using a variety of informal assessment tools and provide corrective feedback as directed
- understand lessons and organize materials for instruction
- review, adapt, and summarize lessons as directed
- use strategies that encourage critical thinking and problem solving
- demonstrate a knowledge of subject matter
- know the subject matter and students' learning styles, needs and experiences
- know and use strategies that foster thinking, reasoning and problem solving by students
- support lessons and learning environments that help students relate new information to what they already know
- support lessons and learning environments that assist the teachers to integrate instruction across content areas and interdisciplinary themes
- assist the teacher to provide opportunities for students to gain new knowledge and skills and to apply what they have learned in the context of their daily lives
- in collaboration with the teacher, monitor student performance and provide corrective feedback
- implement lessons and learning environments that are developmentally appropriate and challenging to students
- implement lessons and learning environments that support Curriculum Content Standards and Grade Level Expectations

- support environments where learning is active, experiential and engaging

### Standard 7

- **Teachers implement instruction in ways that encourage student learning.**
- **Educational support professionals implement instruction in ways that encourage student learning.**

Educational Support Professionals:

- implement instructional methods that accommodate differences in developmental levels and learning styles
- focus on relevant and important aspects of the instructional materials and activities
- relate new learning to students' previous learning and experiences
- Accommodate student differences with clear and appropriate oral directions and assignments.
- Accommodate student differences with clear and appropriate written directions and assignments.
- accommodate student differences through the use of appropriate wait time
- use a variety of teaching strategies and techniques to foster student motivation
- use teaching aids and instructional materials appropriately
- facilitates cooperative learning in groups
- provide hands on exercises and experiences
- provide direct instruction, drill, practice, and feedback according to student needs
- promote class participation and interaction
- use a variety of questioning techniques/modes
- pace instruction appropriately
- arrange for physical and social conditions that are conducive to learning
- communicate high expectations clearly to students
- model learning to help students develop meta-cognitive (thinking about thinking) strategies
- guide students to interact with the content (e.g., develop and answer factual and integrative questions, problem solve, and invent new ideas)
- model the learning of higher order thinking and problem solving skills through collaboration/cooperation with colleagues

6.6 **Professional Development Plan:** The Minneapolis Federation of Teachers, Educational Support Professionals Chapter and the Minneapolis Public Schools have elected to use the Professional Development Plan (PDP) to support and enhance the performance of

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Educational Support Professionals. The goals of the District's PDP process are to: improve student achievement and promote collegial and professional growth.

Participation in the PDP process will achieve these goals by:

- focusing improvement efforts on instruction;
- improving peer interaction and involvement;
- increasing communication especially between Educational Support Professionals, administrators and teachers;
- increasing parent/community participation;
- focusing on inclusion in instruction, i.e. multicultural, gender fair, ability fair and developmentally appropriate instruction;
- creating an environment which promotes risk-taking and trust;
- sharing decisions with all of the stakeholders.

The PDP process requires employees to develop and enhance their skills in their area of responsibility. The mission of the District is to ensure that all students learn. Further, the professional development plan must support the School Improvement Plan of the site.

The PDP is an individualized self-improvement plan designed by an employee and the PDP team. It is believed that the employees will assume increased responsibility for professional growth because of the support of the team and the focus on student achievement. The PDP requirement that the employee seeks professional development as part of a team will enhance a spirit of collegiality.

Plan design for the implementation of the PDP process for Educational Support Professionals is the shared responsibility of the site leadership team, the site principal, Human Resources, Teacher and Instructional Services, and other departments within Minneapolis Public Schools.

The "Standards of Effective Instructional Support for Educational Support Professionals" is provided as a guide for Educational Support Professionals in the preparation of their PDPs. It is understood that not all members of the bargaining unit currently provide instructional support and may need to modify these standards and/or use other criteria to prepare their PDP. PDP does not apply to probationary or temporary Educational Support Professionals.

**6.7 Professional Development Advisory Committee:** The parties recognize that ongoing, high quality professional development is essential to maintaining a quality workforce that can meet the needs of our students. The parties will jointly establish a Professional Development Advisory Committee to gain input from in-the-field Educational Support Professionals about what kind of training is relevant and needed, to evaluate the quality of professional development opportunities and to make recommendations for improving the quality, relevance and impact of professional development.

6.7.1 The Committee will be made up of six (6) members appointed by the Union, and four (4) members appointed by the District. The parties may also invite people to Committee meetings to provide expertise and background relating to various issues being discussed by the Committee. All committee members will be appointed within thirty (30) days of ratification of the 2015-2017 collective bargaining agreement, and the Committee shall meet within sixty (60) days of ratification.

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6.7.2 The Committee will initially meet monthly. The Committee will have the flexibility to determine their meeting schedule as needed. Meetings shall occur during the work day and employees will be compensated for their attendance.

6.7.3 The Committee shall issue quarterly reports and recommendations.

### 6.8 Career Development:

6.8.1 **Opportunity for Teacher Preparation:** The District and the union are committed to providing opportunities and appropriate incentives when feasible for current Educational Support Professionals who are preparing to be teachers with the Minneapolis Public Schools. The District and the union agree to continue to seek opportunities for collaborative efforts which support Educational Support Professionals who wish to become teachers. It is hoped that many of the Educational Support Professionals recruited to pursue careers as teachers will represent the diversity in the Educational Support Professionals bargaining group and the students of the school district.

6.8.2 **Benefit Coverage:** In an effort to promote career development for Educational Support Professionals, Minneapolis Public Schools will continue to provide, for Educational Support Professionals who are insurance-eligible and who are on an approved leave of absence for student teaching, the benefit coverage as described in Article 14.4 (Health Coverage), 14.5 (Dental Insurance), and 14.6 (Life Insurance).

6.8.3 **Sick Leave Hours Conversion:** Those Educational Support Professionals who successfully complete the transition to licensed teachers and return to the Minneapolis Public Schools will be eligible to convert their existing EA sick leave hours to equivalent dollar sick leave hours, based upon their new salary placement on the Teachers salary schedule.

6.8.4 **Credit for previous Experience:** Also, in an effort to promote career development for Educational Support Professionals, the Minneapolis Federation of Teachers, Local 59, has amended its contract, Article 7.4.9, Credit for Experience as an Educational Support Professional (ESP), to state:

Beginning the 1998-1999 school year, teachers hired with previous experience earned in employment within the Minneapolis Public Schools as an Educational Support Professional, and whose work directly supported student instruction through contact with students and families, as determined by the district, shall be credited at the rate of one (1) year credit for each two (2) full years of employment in the District up to a maximum of five (5) years credit provided this experience is gained within the past ten (10) years.

### 6.9 Anti-Bias Anti-Racist Staff Development and Advisory Council

- a. **Focus on Developing and Supporting MPS educators:** The Anti-Bias Anti Racist Educator Development and Advisory Council is a district-wide collaborative effort of the Minneapolis Federation of Teachers and Education Support Professionals, Local 59 and the Minneapolis Public Schools. The focus of the council is professional development and educator support for future and current educational staff, with a committed focus on reducing inequitable practices and behaviors in our learning places and spaces as well as supporting educators,

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specifically educators of color, in navigating and disrupting our district as a predominantly white institution.

b. **Purposes:**

1. Provide culturally responsive support for BIPOC educators to increase retention and success, including, but not limited to, real-time reporting mechanisms to report incidents.
2. Provide professional development and support to effectively disrupt and dismantle racist and oppressive policies, practices, and interpersonal behaviors
3. Make recommendations on trends or patterns that may be observable in data collected from surveys; incident data, and exit interviews provided, collected, and reviewed by the Union and the District.

c. **Composition:**

1. The council shall include representatives from all facets of professional development District-wide. The following members represent established programs, committees, or groups that include, but are not limited to,:

MFT Local 59 (with members from both chapters)	Teacher Development and Licensure Programs	Teaching and Learning
Research, Evaluation, and Assessment and Accountability	Professional Development Services/Advisory Committees	Multicultural/Multilingual Programs
Minneapolis Principals Forum	Leadership Development Programs	Equity and Integration
Office of Civil Rights and Equity	Special Education	Peer Assistance and Review
Human Resources	Associate Superintendent	Community Engagement
Indian Education	Office of Black Achievement	Office of the Ombudsperson

2. The council will elect four (4) co-chairs, two of whom must be an MFT-ESP member. MFT Teacher member and District representative. The MFT-ESP and MFT Teacher co-chairs will be appointed by each respective chapter of MFT. The District co-chair will be appointed by the Superintendent or their designee. The co-chairs will convene and facilitate meetings to occur quarterly, with the Anti-Bias Anti-Racist Sub-Committees and other working groups meeting quarterly or more as needed.

d. **Anti-Bias Anti-Racist Sub-Committees:**

1. A core component of the Anti-Bias Anti-Racist Educator Development and Support Council is the Anti-Bias Anti-Racist Sub-Committees specifically tasked with establishing initiatives for recruitment, retention, and development of educators of color and improving District-wide climate and culture. There will be ongoing efforts from these established bodies to instill a sense of permanency in anti-bias anti-racist initiatives and development. These ABAR committees will focus on many district initiatives to disrupt

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inequitable policies and practices and retaining underrepresented staff, such as:

- Collaborate with Human Resources recruiters and managers to review, develop, and implement effective strategies for hiring and retaining a diverse workforce;
- Review and discuss research and District program evaluation data to ensure that curricula and instructional practices are developed and implemented to support a diverse school community effectively;
- Model supportive anti-bias anti-racist teaching and learning environments
- Collaborate on an educational campaign and restorative practice protocol to address harassment, discrimination, and exclusive practices.
- Review the strategic plan and make recommendations to effectively implement identified disparity reduction strategies.

e. **District Mentoring Support**

1. The District will provide additional supports for all ESPs
2. All ESPs will have access to wrap-around support defined as follows:
  - Navigational support with district services (Human Resources, Employee Relations, Teaching and Learning, Instructional Technology, Mentoring services, etc.).
  - Acclimation to building procedures, policies, and professional interactions and challenging of building procedures, policies, and professional interactions that are biased and/or oppressive in nature or effect.
  - Comprehensive mentor support with several points of contact.
3. To effectively provide this essential support, MPS commits to providing two (2) ESP mentors. MFT ESP will have representation on any hiring committee for the above-mentioned mentors. and these mentors will be at-large members of the Anti-Bias Anti-Racist Educator Development and Support Council. The District will ensure candidate interview pools will be reflective of the diversity of the community for the student population it serves.

f. **Exit Interviews**

In all departures, the option of participating in an exit interview or submission of an exit statement is provided to, but not required of, the departing educator.

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## Article 7 Communication

- 7.1 **Other Meetings:** Meetings may be held between the Board of Education and Local 59 at the request of either party as the need arises, at times mutually agreed upon, or pursuant to procedures established under PELRA.
- 7.2 Any issues discussed at such meetings, as designated in A, and upon which mutual agreement is reached will be committed to writing and the appropriate parties will be notified.

## Holidays

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- 7.3 **Publication And Distribution Of Agreement:** Any agreements reached related to terms and conditions of employment as a result of the processes provided for in PELRA shall be incorporated in an appropriately designed document, a copy of which shall be available on the district's Employee Relations website, ([www.mpls.k12.mn.us](http://www.mpls.k12.mn.us)).
- 7.4 **Reports and Documents:** The Board of Education shall furnish to Local 59, upon written request, existing financial reports and other existing documents necessary to the resolution of grievances and the collective bargaining process, as required by PELRA and/or other applicable law.

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### Article 8 Holidays

- 8.1 **Holidays:** All permanent employees represented by this bargaining unit are eligible for holiday pay for the number of hours they are assigned and work each day. Employees will receive holiday pay if the employee is paid for their regularly scheduled workday prior to the holiday. The holidays:
- |                                       |                      |
|---------------------------------------|----------------------|
| Thanksgiving day and following Friday | Presidential Holiday |
| December 24 <sup>th</sup>             | Memorial Day         |
| December 25 <sup>th</sup>             | Juneteenth           |
| December 31 <sup>st</sup>             | Independence Day     |
| January 1 <sup>st</sup>               | Labor Day            |
- A day designated by the employer for observance of Martin Luther King's birthday
- 8.2 **Independence Day** shall be a paid holiday for those employees who are paid for day(s) worked during the week containing Independence Day.
- 8.3 **Labor Day** shall be a paid holiday for those employees who are paid for day(s) worked during the week containing Labor Day.
- 8.4 **Non-duty paid holidays** are: December 24<sup>th</sup>, December 25<sup>th</sup>, December 31<sup>st</sup>, January 1<sup>st</sup>.

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### Article 9 Leaves of Absence

- 9.1 **General:**
- 9.1.1 **Leave Request and Approval:** Except as otherwise provided in this Agreement, written requests for leave of absence shall be made by employees prior to the beginning of the period(s) of absence and no payment for any absence shall be made until the leave is properly approved. All leaves of absence without pay shall be granted at the discretion of the Employer and must be approved by the Employer in advance. Upon application by the employee, leaves of absence may be extended or renewed at the discretion of the Employer. The appropriate Leave of Absence Request form is available online at the Human Resources page of the MPS website ([www.mpls.k12.mn.us](http://www.mpls.k12.mn.us)).
- a. Authorization for or denial of a requested leave of absence without pay of more than ten (10) working days duration shall be furnished to the employee

## Leaves of Absence

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in writing by the Employer within seven (7) working days of its receipt. All leave of absence requests shall be given reasonable consideration by the Employer.

- 9.1.2 **Deductions from leave balance:** Deductions from leave accumulations for an employee on leave with pay shall be made on a work shift basis.
- a. **Leave Accrual During Leave: During leave with pay:** Accrual of vacation leave and sick leave benefits during the period of leave of absence with pay shall continue.
- b. **During leave without pay:** If an employee is granted leave without pay, they will not be credited with vacation or sick leave accruals for the period of leave without pay with the exception of approved military leave.
- 9.1.3 **Cancellation of Leave by Employer:** The Employer, upon prior notice to the employee, may cancel any approved leave of absence at any time the Employer has evidence that the employee is using the leave for purposes other than those specified at the time of approval.
- 9.1.4 **Leave for Outside Employment:** No leave of absence without pay shall be granted for the purpose of accepting other employment outside the District.
- 9.1.5 **Unauthorized or Unapproved Leave:** Any absence of an employee from scheduled duty that has not been previously authorized by the Employer may be deemed an absence without leave. Any employee absent without leave will be subject to disciplinary action, and any employee absent without leave for three (3) consecutive days may be deemed to have resigned their employment, provided that the Employer may grant approval for leave subsequent to the unauthorized absence if the employee can conclusively establish to the Employer that the circumstances surrounding the absence and failure to request leave were beyond the employee's control.
- 9.1.6 **Family Medical Leave Act.** The Family Medical Leave Act (FMLA) of 1993 provides additional rights while on leave of absence. Employees may take up to twelve (12) weeks of leave (per 12 month rolling year) to care for a spouse/child/parent, care for oneself, or due to birth/adoption of a child or foster child. Health insurance costs would be the same as if the employee was actively working for that twelve (12) week period as defined in Article 14, Group Insurance Benefits. To determine if a leave under the provisions of the Family and Medical Leave Act will be paid or unpaid leave of absence contact the school district Employee Benefits Department.

## 9.2 Return from Leave:

- 9.2.1 **Intent to Return from Leave:** Prior to returning from a leave of absence, the employee must indicate their intent to return to the district by submitting the designated form(s) (available online at [www.mpls.k12.mn.us](http://www.mpls.k12.mn.us)). If returning from a leave of six or more months, employees shall submit the designated form indicating their intent to return to the district no later than March 15 of the school year preceding the school year they intend to return. An employee on an approved leave of absence is required to receive authorization from Human Resources for an extension.
- 9.2.2 **Forms and Documentation:** All employees returning from a leave shall submit the designated form(s) directly to the Human Resources Department. If returning from a leave of six months or less, the form(s) shall first be signed by the

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principal/supervisor. Employees returning from a medical or maternity leave shall submit the designated form(s) indicating their intent to return to work, along with the appropriate form(s) from their physician indicating that they have medical clearance to return to work.

9.2.3 **Assignment upon Return:** Any employee returning from an approved leave of absence as covered by this article who has complied with all the conditions upon which the leave was approved shall:

- a. Be returned to the assignment held at the time the leave was granted if the leave was for a period of up to six (6) months duration, or
- b. In the event the assignment held at the time the leave was granted has been abolished, the employee shall be reassigned to a vacant position for which qualified in the classification and department from which leave was granted, or
- c. In the event no vacancy exists in the classification from which leave was granted, the employee may either exercise Board of Education seniority to replace the least senior employee in the classification from which the leave was granted, provided the employee is qualified to perform the work of the less senior employee and if mutually agreeable to the employee and the Employer.

9.2.4 **Salary upon Return:** The salary rate for an employee reinstated following a leave of absence shall be the rate the employee held at the time the leave was granted or such rate as adjusted by a general adjustment to the class.

### 9.3 Leaves with Pay

#### 9.3.1 General:

- a. **Work Schedule:** Paid leaves of absence under this section shall not exceed the employee's work schedule.
- b. **Approval of Leave:** Authorization for or denial of a requested leave of absence with pay of more than ten (10) working days duration shall be furnished to the employee in writing by the Employer within seven (7) working days of its receipt. All leave of absence requests shall be given reasonable consideration by the Employer.
- c. **Deductions from leave balance:** Deductions from leave accumulations for an employee on leave with pay shall be made on a work shift basis. Accrual of vacation leave and sick leave benefits during the period of leave of absence with pay shall continue.
- d. **Leave for Outside Employment:** No leave of absence with pay shall be granted for the purpose of accepting other employment outside the District.

#### 9.3.2 Critical Illness or Death in the Family:

##### a. Death In the Family:

- 1) **Immediate Family:** Employees may be granted a leave of absence for up to five (5) days in the event of the death of the employee's mother, father, sister, brother, spouse, significant other, or child.
- 2) **Extended Family:** Employees may be granted a leave of absence for up to four (4) days in the event of the death of the employee's aunt, uncle, cousin, niece, nephew, grandparents, grandchildren, mother/father-in-

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law, son/daughter-in-law, sister/brother-in-law, parents of significant other, spouse's immediate family, anyone who has the position of parent or child, or any person who has been a member of the employee's household immediately prior to the critical illness or death of the individual.

- 3) **Extended Travel:** Any Educational Support Professional who travels more than 2,000 miles one way for the purpose of a Death in the Family leave will be granted up to two additional paid days of leave per occurrence.

- b. **Critical Illness:** Critical illness is defined as an illness that is life threatening, but recovery is possible. Employees may be granted a leave of absence for up to four (4) days in the event of the critical illness of the employee's mother, father, sister, brother, children, grandchildren, son/daughter-in-law, spouse, significant other, parents of spouse, or parents of significant other and anyone who has the position of parent or child, or any person who has been a member of the employee's household immediately prior to the critical illness. Effective July 1, 2012, such leaves shall not exceed fifteen (15) days in a single contract period.

- 1) **Leave not Deducted from Sick Leave:** Leaves for critical illness and death in the family shall be with pay and shall not be deducted from the employee's sick leave. The District reserves the right to require proof of critical illness or death.

Employees will be allowed to use vacation days in conjunction with the paid leave of absence for a death or critical illness of a family member.

- 2) **Critical Illness or Death of a Friend:** Employees may take up to two (2) days, to be deducted from the employee's sick leave for the critical illness or death of a friend.

### 9.3.3 Illness, Injury, and Safety Leave – Employee's Relative

- a. Employees are allowed to use accrued sick leave benefits for absences due to an illness of, or injury to, the employee's relative, pursuant to MN Statute 181.9413 (See *Additional Information*, section 4, at the end of this bargaining agreement).

### 9.3.4 Military Reserve Training:

In accordance with State and Federal laws, any employee who is a member of any reserve component of the military forces of the United States required by official military orders or related authority to attend Military Reserve Training shall receive full wages at their current base pay rate for the period of the active duty required for such training not to exceed fifteen (15) days per calendar year.

### 9.3.5 Jury Duty:

After due notice to the Employer, employees subpoenaed to serve as a witness or called and selected for jury duty, shall be allowed their regular compensation at their current base pay rate for the period the court duty requires their absence from work duty, plus any expenses paid by the court. Such employees, so compensated, shall not be eligible to retain jury duty pay or witness fees and shall turn any such pay or fees received over to the Employer. If an employee is excused from jury duty prior to the end of their work shift, they shall return to work as directed by the Employer or make arrangement for a leave of absence.

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- 9.3.6 **Religious Observances:** Up to two (2) days per calendar year, charged to accrued vacation, sick leave, or compensatory time, may be used for religious observances when school is in session. The employee must notify the employer at least ten calendar days in advance of the religious holiday of their intent to observe such holiday. The employer may waive this ten calendar day requirement if the employer determines that absence of such employee will not substantially interfere with the employer's function.
- 9.3.7 **Personal Leave:** Up to three (3) days per calendar year, charged to accrued sick leave, may be used for personal leave to conduct business or activities that cannot be scheduled on non-duty days and which are not authorized under other leave provisions.
- 9.3.8 **Childcare/Maternity/Adoption Leave:**
- a. A leave of absence shall be granted to an employee for the purpose of providing full-time care for their newborn or newly adopted child or children. Whenever possible, arrangements for such leaves shall be made at least 45 days prior to the starting date of the leave. Arrangements for leaves granted for purposes of adoption shall be made upon official notification of the pending adoption. A planned date of return to duty shall also be arranged at the same time. Changes in the dates planned for commencement or termination of child care leave shall be granted only if requested at least twenty (20) calendar days prior to the originally scheduled date.
  - b. Maternity cases will include a presumption of disability for a period up to six (6) weeks following delivery, provided such time away from work is recommended by the employee's physician. An employee may use sick leave pursuant to the sick leave provision of the agreement during a period of disability.
  - c. The dates of commencement and termination of childcare leave shall be at the discretion of the employee in consultation with their physician, if appropriate, and with the employee's supervisor.
  - d. Leaves granted for maternity, paternity and adoption shall not extend beyond one calendar year. Failure to return to duty upon termination of leave shall be considered grounds for discharge.
  - e. Upon five (5) duty days' notice of intent to return to duty, an employee may return to duty prior to the approved date of termination of leave in the event of interruption of pregnancy or cancellation of adoption.
  - f. In the case of adoption, Educational Support Professionals may use their sick leave for duty days prior to the arrival of an adopted child when the adoption procedures include a legal requirement that the adopting parent be present. Use of sick leave for this purpose shall not exceed the duty days included in the twenty-two (22) days prior to the arrival of an adopted child. Such use of duty days within twenty-two (22) days need not be used consecutively. In addition, Educational Support Professionals may use their sick leave for the duty days included in the twenty-two (22) days following the arrival of the adopted child.

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- g. The probationary period shall be extended by a period of time equal to the total number of duty days on leave. A request for child care leave shall not be used as a basis for discharge.
- h. Employees on child care leave for the period not covered under sick leave, may continue the individual health and life insurance programs of the District under the provisions of the Federal Family and Medical Leave Act and if extending beyond the Federal Statute by paying the full premiums regularly as required by the District.

9.3.9 **Chemical Dependency.** Alcoholism and drug addiction will be recognized as an illness.

- a. Sick leave pay for treatment of such illness will be contingent on four conditions:
  - 1) the employee is evaluated and determined to be chemically dependent;
  - 2) the employee undergo a prescribed period of hospitalization, institutionalization, or other agreed to treatment;
  - 3) the employee, during or following the above care, participates in a planned program of treatment and rehabilitation; and
  - 4) the employee participates in the planned aftercare program. The program plan must be approved by the Human Resources Department.
- b. **Disciplinary Action:** Chemical dependency shall not be accepted as a sole cause for disciplinary action. However, refusal of prescribed treatment by an employee, continued instances of poor job performance following treatment for, or use of, or appearing under the influence of, mood-altering chemical on the job shall be a basis for disciplinary action, including discharge.

9.3.10 **Leave Benefits and Workers Compensation Benefits:** Any employee who by reason of sickness or injury receives worker's compensation benefits may do either of the following:

- a. Retain the worker's compensation benefits and request to be placed on medical leave of absence without pay, or
- b. Retain the worker's compensation benefit and receive from the Board of Education any available earned accumulated sick leave, vacation leave, or other accumulated leave benefit.

The total weekly compensation including leave and worker's compensation benefits shall not exceed the regular weekly base pay rate of an employee.

## 9.4 Leaves of Absence Without Pay:

### 9.4.1 General:

- a. **Length of Leave:** An employee may apply for an unpaid leave of absence, not to exceed one calendar year, for any reason not otherwise provided in this Agreement.
- b. **Approval:** All leaves of absence without pay shall be granted at the discretion of the Employer and must be approved by the Employer in Advance.
  - 1) Authorization for or denial of a requested leave of absence without pay of more than ten (10) working days duration shall be furnished to the employee in writing by the Employer within seven (7) working days of its

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receipt. All leave of absence requests shall be given reasonable consideration by the Employer.

- c. **Leave Accrual During Leave:** If the employee is granted leave without pay, they will not be credited with vacation or sick leave accruals for the period of leave without pay with the exception of approved military reserve training leave.
  - d. **Leave for Outside Employment:** No leave of absence without pay shall be granted for the purpose of accepting other employment outside the District.
- 9.4.2 **Military Leave:** Military Leave approved by the Employer in writing for a specific duration shall not be subject to cancellation. State and/or federal law may provide for additional leave and/or benefits or rights related to military leave. Contact the Human Resources Department for further information.
- 9.4.3 **Union Business Leave:** Where applicable, employees may be granted a leave of absence for purposes of Union business in accordance with M.S. 179.66, Subd. 10. Union leaves approved by the Employee Relations Department, in writing, for a specific duration shall not be subject to cancellation.
- 9.4.4 **Educational Leave:** Educational leave approved by the Employer in writing for a specific duration shall not be subject to cancellation.
- 9.4.5 **School Conference and Activities Leave:** An employee may be granted up to a total of sixteen (16) hours of unpaid leave during any school year to attend school conferences or classroom activities related to the employee's dependent(s), provided such conferences or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide at least three (3) days written notice of the leave and make a reasonable effort to schedule leave so as not to disrupt unduly the operations of the Employer. The employee may substitute vacation or compensatory time for this purpose according to the provisions of Article 11.
- 9.4.6 **Medical Leave:** An employee who, because of a disability, has exhausted all sick leave benefits may be granted a medical leave of absence without pay. The seniority status of a disabled employee who is granted a medical leave of absence shall be determined in accordance with the provisions of Article 16, "Seniority".
- a. **Documentation Required:** An employee requesting a medical leave of absence without pay shall be required to furnish conclusive evidence of disability to the Employer. If the employee fails to furnish conclusive evidence that the absence from duty is necessary or if the employee fails to undergo an evaluation or furnish a medical report as requested by the Employer in accordance with Article 12, "Fitness for Duty", the Employer shall have the right to require the employee to return to work on a specified date. Should the employee not return to work on such specified date, the employee may be considered to have resigned in accordance with Article 9.1.5.
- 9.4.7 **Private Litigation:** Any absence whether voluntary or by legal order to appear or testify in private litigation, not in the status of an employee but as a plaintiff or defendant, shall not qualify for leave under this article and shall be charged against accumulated leave or be without pay. In no event shall an employee be

## Sick Leave

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granted a leave of absence with pay to appear or testify in any court proceedings or proceedings conducted by any administrative agency when the employee is a plaintiff, complainant or witness on behalf of a plaintiff or complainant in a proceeding against the Board of Education.

### Article 10 Sick Leave

#### 10.1 General:

10.1.1 **Leave Request and Approval:** Except as otherwise provided in this Agreement requests for sick leave shall be made by employees prior to the beginning of the period(s) of absence and no payment for any absence shall be made until the leave is properly approved.

10.1.2 **Balance Deduction and Accrual:** Deductions from sick leave accumulations for an employee on sick leave with pay shall be made on a work shift basis. Accrual of vacation leave and sick leave benefits during the period of sick leave with pay shall continue.

10.2 **Eligibility:** Employees certified to permanent positions and who work 20 or more hours a week shall be eligible to accrue sick leave with full pay for the purposes of this article.

#### 10.3 Accrual:

10.3.1 **Accrual Rate:** Sick leave shall be accrued by employees by applying the formula below at the rate of .0462 times (x) total credited hours without regard to the calendar year. Credited hours shall include all hours worked, including military leave, sick leave and vacation and shall exclude overtime, unpaid leave, disability and worker's compensation.

Typical assignments and minimum accruals are listed below. Example of calculations:

Assignment	Formula	Accrual Needed
20 hrs/week	130 days worked X .0462 X 4 hrs/day	24.02
25 hrs/week	130 days worked X .0462 X 5 hrs/day	30.03
30 hrs/week	130 days worked X .0462 X 6 hrs/day	36.03
31 hrs/week	130 days worked X .0462 X 6.2 hrs/day	37.23
38.75 hrs/week	130 days worked X .0462 X 7.75 hrs/day	46.54
40 hrs/week	130 days worked X .0462 X 8 hrs/day	48.05

10.3.2 **Unlimited Accrual:** The maximum amount of sick leave that may be accrued is unlimited.

10.3.3 All hours worked for a required professional development, training, or orientation will accumulate vacation and sick time.

## Sick Leave

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### 10.4 Uses of Sick Leave:

- 10.4.1 **Assumptions:** The school district and the union jointly agree to the following assumptions regarding sick leave usage:
- a. Regular good attendance is necessary for productive classrooms and improved student achievement.
  - b. Building or worksite morale is important and is maintained when each employee routinely meets their own work requirements.
  - c. The employer and the union have a mutual commitment to minimizing economic and service costs associated with employee absences due to sick leave.
  - d. Sick leave use by individuals must be consistent with the provisions of the contract.
  - e. Administrators should monitor and manage sick leave usage in a consistent manner district-wide, communicate to employees regularly, and recognize and reward good attendance.
  - f. The word "illness" as it occurs in this Article shall be understood to include bodily disease or injury or mental affliction, whether or not a precise diagnosis is possible, when such disease or affliction is, in fact, disabling. (See also Child Care Leave)
  - g. Necessary ocular, dental, chiropractic, podiatry and medical care of the employee shall be recognized as a proper cause for granting sick leave.
  - h. Employees who are reduced to below 20 hours may use accrued sick leave.
  - i. Employees are allowed to use accrued sick leave benefits for absences due to an illness of or injury to the employee's relative, pursuant to MN Statute 181.9413.
- 10.4.2 **Summer School:** Educational Support Professionals employed during the summer will be allowed to use sick leave for all hours assigned and worked during the summer assignment.
- 10.4.3 **Notification When Absent:** To be eligible for sick leave payment, an employee must notify their principal or supervisor or their designee **as soon as possible but not later than the starting time of their scheduled shift**. This notice may be waived if the employee can conclusively establish that they could not reasonably have been expected to comply with this requirement because of circumstances beyond the control of the employee.
- 10.4.4 **Verification:** Sick leave usage shall be subject to approval and verification by the Employer who may require the employee to furnish a report from a recognized physical or mental authority attesting to the necessity of the leave, and other information the Employer deems necessary, as provided in Article 12, "Fitness for Duty". The employer may require medical verification with advance notice to the employee and/or in cases of suspected fraudulent sick leave claims. Sick leave benefits when authorized shall be paid at the employee's current base pay rate.
- 10.4.5 **Separation/Re-employment:** All sick leave that has been accumulated by an employee shall be canceled upon the date of separation from employment.

## Sick Leave

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Accumulated sick leave will be restored upon reemployment within two (2) years after separation from employment.

### 10.5 Sick Leave Pool:

10.5.1 **Purpose.** The purpose of the Sick Leave Pool is to provide additional sick leave days to those employees suffering from a catastrophic accident or illness as verified by the employee's physician, and substantiated in writing by the Sick Leave Pool Committee.

#### 10.5.2 **Qualifications:**

- a. The employee has no accrued sick leave.
- b. The employee must request and be granted a leave of absence from Human Resources and meet the following criteria:
  - 1) An accident with major injury causing absence from the employee over an extended period of time, that is substantiated in writing by the Sick Leave Pool committee; or
  - 2) A serious illness causing absence by the employee over an extended period of time that is substantiated by the Committee; or
  - 3) A serious recurring illness causing periodic absences by the employee over an extended period of time that is substantiated by the Committee.

#### 10.5.3 **Membership.**

- a. **Eligibility:** All Educational Support Professionals of the Minneapolis Public Schools, as defined in Article 2.1 of this Agreement, are eligible to be members of the Sick Leave Pool provided they have completed probation and work twenty (20) or more hours per week. They must join the sick leave pool within thirty (30) working days after completing probation or within thirty (30) working days after the beginning of any succeeding school year.
- b. **Contribution:**
  - 1) **Initial Contribution:**
    - **New to the District:** Educational Support Professionals new to the District and joining the sick leave pool within thirty (30) working days after completing probation must contribute four (4) hours of sick leave at the time of enrollment.
    - **Membership subsequent to initial eligibility:** Thereafter, an Educational Support Professional electing to join the sick leave pool after the date of their first eligibility must contribute the number of hours that would have been deducted had the employee joined the pool at the initial time of eligibility.
  - 2) **School Year End:** At the end of the school year if the balance of the hours in the sick leave pool is less than 1,000, each member shall contribute an equal number of hours, not to exceed four (4) hours to restore the total number of hours in the pool to 1,000. The hours shall be deducted from each member effective November 15 of the following school year.
  - 3) **Low Sick Leave Pool Balance:** In addition to the above annual donation, an additional donation of four (4) hours per member shall be made whenever the number of hours in the pool is 100 or less.

- c. **One-Hour Increments:** Donations shall be made in full one-hour increments. No fractional hour donations shall be made.
- d. **Suspension from Participation:** In the event that a member does not have four (4) hours of unused sick leave at the time a deduction to the pool is required, the member shall be suspended from participating in the pool and no deduction shall be made until the member has accrued four (4) unused hours of sick leave. At that time, the member shall be reinstated in the pool and the deduction shall be made.
- e. **Reimbursement of Hours:** Educational Support Professionals who have accessed the sick leave pool shall remain members until they have reimbursed an equal number of days/hours as they have withdrawn from the sick leave pool.
- f. **Withdrawal from the Pool:** A request by an Educational Support Professionals to withdraw from membership in the pool must be in writing to the Human Resources Department, no later than November 1.
- g. **Irretrievability:** All days donated to the sick leave pool shall be irretrievable by the donor.

### 10.5.4 Administration:

- a. **Committee:** The sick leave pool shall be administered by a six (6) person committee, three (3) to be appointed by the union and three (3) to be appointed by the Superintendent of Schools, or their designee.
- b. **Meetings:** The Committee will meet on an "as needed" basis to review requests for sick leave pool usage, but must meet at least three times per year at a minimum.
- c. **Reporting:** The Committee shall present an accounting of the pool's operation to the Educational Support Professionals Executive Board and the Superintendent's Designee at the beginning of each school year.
- d. **Committee decisions:** The Committee's decision regarding an applicant's eligibility for the sick leave pool shall be final. The decisions are not subject to the grievance procedure. If the Committee is deadlocked, the "tie" will be resolved by granting the participating employee access to sick leave pool benefits. The Committee may seek a second opinion from another physician if it feels the information provided by the employee's physician is inadequate or inconclusive regarding the employee's eligibility for access to pool benefits.

### 10.5.5 Operation:

- a. **Eligibility:** A member of the sick leave pool is eligible for the benefit after exhausting all of their accumulated sick leave and is not covered by disability from pension or social security.
- b. **Beginning of Benefit:** The sick leave pool benefit begins after five (5) consecutive working days from the time the Educational Support Professionals has depleted their individual accumulated sick leave.
- c. **Usage for Personal Illness:** Sick leave pool days shall be used only for the personal illness of the Educational Support Professional.
- d. **Application and Medical Documentation:** Application, in writing, made to the Human Resources Department must be accompanied by verification from the

employee's physician/psychiatrist that the applicant is/was unable to work. The Human Resources Department shall verify the applicant's membership in the Sick Leave Pool

Subsequent to approval by the Sick Leave Pool Committee the participating employee must verify illness each thirty (30) calendar days that they continue to draw from the sick leave pool, and shall submit regular service reports during the time of disability as a condition of receiving payment from the pool.

- e. **Maximum Benefit:** Effective July 1, 2003, the maximum cumulative Sick Leave Pool benefit shall be ninety (90) working days (four (4) hours per day) for any participant during their career as an Educational Support Professional.
- f. **Usage for Assigned Work Time:** Sick leave days from the pool may be drawn for only those weeks of the school year and hours of the normal work day that the member would have been regularly assigned to work.
- g. **Leave of Absence:** Members on leave of absence (other than for medical reasons) vacation or layoff are not eligible for benefits from the pool.
- h. **Accrual of Sick Leave or Vacation:** Members drawing from the sick leave pool do not accrue sick leave or vacation time, but retain eligibility and district contribution for insurance benefits.

10.5.6 **Exclusions:** Sick leave pool days will not be available for any treatment and/or surgery that is considered elective in nature.

### 10.6 Career Transition Trust for Unused Sick Leave

#### 10.6.1 Definition of Plan:

- a. **Conversion of Hours to Deferred Compensation Plan:** Educational Support Professionals who meet the eligibility requirements may participate in the Career Transition Trust by converting the allowable number of accrued sick leave hours at 100% of their hourly rate of pay, into payments to the State of Minnesota Deferred Compensation Plan. The Career Transition Trust Plan is an employer contribution which allows for such conversion until the employee reaches the maximum capped deposit for the tier of benefits. The number of hours, which may be converted, is based on the accrued sick leave hours on January 1<sup>st</sup> of the year the conversion will be made.
- b. **Enrollment Period:** Educational Support Professionals may elect to participate in the Career Transition Trust annually during a two (2) week enrollment period determined by the District, but that will occur no later than May 1<sup>st</sup> each year, provided they have met the eligibility requirements for participation in 10.6.2.
- c. **Conversion Cap:** The total amount of dollars converted by an Educational Support Professional under the Career Transition Trust program is capped at \$10,000.
- d. **Irretrievability:** Any hours which have been converted into the Career Transition Trust will not be available for use as sick leave.
- e. **Reemployment:** Educational Support Professionals who resign and subsequently are reemployed by the District are not credited with their previous sick leave accrual hours.

### 10.6.2 Eligibility for Participation:

- a. **Sick Leave Balance:** To be eligible to convert accrued sick leave hours, Educational Support Professionals must have a sick leave balance of at least 300 hours on January 1<sup>st</sup> of any given year.
- b. **Enrollment:** Educational Support Professionals must enroll annually during the enrollment period referenced in Section 10.6.1.b above to participate in the Career Transition Trust.
- c. **Suspension from Participation:** If the Educational Support Professional's sick leave hours drop below the eligibility minimum of 300 hours, the Educational Support Professional's participation is suspended until the Educational Support Professional reaches the minimum of 300 hours required for eligibility and participation.

### 10.6.3 Deposit to Deferred Compensation Plan:

- a. **Notification of Benefit:** The District shall notify Educational Support Professionals who participate in the benefit of the number of sick leave days converted and the total dollar amount of the converted sick leave days. Such notification shall be made as follows:
  - 1) If notice of the amount of benefit is determined by May 31<sup>st</sup>, the District shall notify participants by their District email.
  - 2) If notice of the amount of benefit is determined after May 31<sup>st</sup>, the District shall notify participants by U.S. mail.
  - 3) The District and the Union agree to periodically meet and confer to determine the most efficient and cost-effective means to notify participants.
- b. **Deposit Date:** Payment to the State of Minnesota Deferred Compensation 457 Plan or the 403B Plan shall be made no later than June 30<sup>th</sup> of each year the Educational Support Professional is eligible and elects to participate.
- c. **Subject to Rules:** The Career Transition Trust is subject to the rules of the State of Minnesota Deferred Compensation Plan under MS 352.96 and the Internal Revenue Service.

### 10.6.4 Benefit Tiers and Conversion Formula:

- a. **Annual Conversion:** The number of hours an Educational Support Professional may convert on an annual basis is determined by the balance of their accrued sick leave hours.
- b. **Conversion Formula:**
  - 1) **Balance of 300 Hours or More:** Educational Support Professionals who have an accrued sick leave balance of 300 to 479 hours on January 1<sup>st</sup> may convert up to 45 hours at their hourly rate of pay at the time the deposit is made to their Deferred Compensation Account.
  - 2) **Balance of 480 Hours or More:** Educational Support Professionals who have an accrued sick leave balance of 480 hours or more on January 1<sup>st</sup> may convert up to 60 hours at their hourly rate of pay at the time the deposit is made to their Deferred Compensation Account.

## Vacation Leave

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### Article 11 Vacation Leave

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#### 11.1 General:

- 11.1.1 **Prior Approval:** Except as otherwise provided in this Agreement, written requests for vacation leave of absence shall be made by employees prior to the beginning of the period(s) of absence and no payment for any absence shall be made until the leave is properly approved.
- 11.1.2 **Deductions and Accrual:** Deductions from vacation leave accumulations for an employee on vacation leave with pay shall be made on a work shift basis. Accrual of vacation leave and sick leave benefits during the period of leave of absence with pay shall continue.

#### 11.2 Eligibility: Employees who work 20 hours or more a week shall be eligible to accrue vacation with full pay for the purposes of this article.

- 11.2.1 **Initial Employment or Reinstatement:** Employees on initial employment probation or reinstatement shall not be eligible to use accrued vacation until they reach the minimum number of accrued hours as calculated by the following formula: 130 days worked X .0462 hours accrued X # of hours worked per day. See 11.3.1.a for examples.
- 11.2.2 **Credit for Service:** On the start of the fiscal year, full-time employees who qualify for vacation accrual will be credited one year toward vacation increments for each year of continuous service worked.
- 11.2.3 **Change in Status:** Employees who change status between full-time and part-time without a break in service will retain the number of years of service that they earned toward vacation increments in their previous status. A change in status will, under no circumstance, result in an increase in the number of years of continuous service.
- 11.2.4 **Leave of Absence:** Time on authorized leave of absence without pay will not be credited toward years of service. Such leaves will not be considered to interrupt the periods of employment before and after leave of absence, provided that an employee has accepted the first available position upon expiration of leave.
- 11.2.5 **Recall after Layoff:** Employees who have been laid off will be considered to have been continuously employed if they accept the first available position, provided that any absence of twelve (12) consecutive months will not be counted toward years of service for vacation entitlement.
- 11.2.6 **Return to Work after Worker's Compensation:** Upon return to work, employees will be credited for the time served on worker's compensation as the result of disability incurred on the job. This time will be used for the purpose of determining the amount of vacation to which they are entitled each year thereafter.

#### 11.3 Vacation Accrual

- 11.3.1 **Vacation Allowance:** Vacation entitlement for those employees qualifying will be the number of days leave from work with pay as normally accrue in consecutive periods as described below.
  - a. **Initial Employment or Reinstatement:** For employees on initial employment or who have been reinstated, examples of calculations for typical assignments and minimum accruals are listed below:

## Vacation Leave

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Assignment	Formula	Accrual Needed
20 hrs/week	130 days worked X .0462 X 4 hrs/day	24.02
25 hrs/week	130 days worked X .0462 X 5 hrs/day	30.03
30 hrs/week	130 days worked X .0462 X 6 hrs/day	36.03
31 hrs/week	130 days worked X .0462 X 6.2 hrs/day	37.23
38.75 hrs/week	130 days worked X .0462 X 7.75 hrs/day	46.54
40 hrs/week	130 days worked X .0462 X 8 hrs/day	48.05

b. **Subsequent years:**

- 1) **First Seven years of Employment:** Vacation with full pay shall be calculated by multiplying the number of hours worked by .0462, not to exceed twelve (12) working days each year for the first seven (7) years of employment.
- 2) **Eighth Year:** Vacation with full pay shall be calculated by multiplying the number of hours worked by .0615, not to exceed sixteen (16) working days each year beginning with the eighth (8<sup>th</sup>) year of employment.
- 3) **Sixteenth Year:** Vacation with full pay shall be calculated by multiplying the number of hours worked by .0808, not to exceed twenty-one (21) days each year beginning with the sixteenth (16<sup>th</sup>) year of employment.
- 4) **Twenty-First Year:** Effective July 1, 2014, vacation with full pay shall be calculated by multiplying the number of hours worked by 0.10, not to exceed twenty four (24) working days accrued each year beginning with the twenty first (21<sup>st</sup>) year of employment.

- c. All hours worked for a required professional development, training, or orientation will accumulate vacation and sick time.

11.3.2 **Vacation Calculation.**

- a. **Credited Hours:** All vacation will be calculated on a direct proportion basis for all credited hours without regard to the calendar year. Credited hours shall include all hours worked but shall exclude overtime, unpaid leave, disability and worker's compensation.
- b. **Accrual Limit:** Such leave may be cumulative up to and including two hundred eight (208.00 hours).
- c. **Eligibility:** All employees who work twenty (20) hours a week or more shall be eligible for vacation leave benefits at their current base pay rate for the position to which the employee is permanently certified regardless of whether or not the employee is working temporarily in a position carrying a different base pay rate at the time the vacation is taken. Employees who are reduced to below 20 hours may use accrued vacation. Newly employed, reemployed or reinstated employees shall not be eligible to utilize vacation benefits during the first 130 days of employment, except as specified in Article 11.3.4.j below.
- d. **Accrual Basis:** The basis for accrual of vacation hours shall be the number of hours compensated as an employee of the Board of Education.

## Vacation Leave

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- e. **Negative Balance:** Employees certified to a permanent position prior to January 1, 1973 will be allowed to accrue a negative balance in their vacation amount; this amount is not to exceed the anticipated vacation earnings in the immediate succeeding twelve-month period.
- 11.3.3 **Record of Vacation Hours:** The Employer shall keep a current record of employee vacation earning and the accruals, which shall appear on the employee's payroll check stub.
- 11.3.4 **Uses of Vacation:**
- a. **Allowable Hours:** Employees certified to a permanent position on or after January 1, 1973, may utilize only vacation accrued to the date of their return from vacation leave.
  - b. **Anniversary Date for Increased Leave:** The anniversary date for purposes of increased leave shall be the beginning of the pay period immediately following the completion of the appropriate number of work years.
  - c. **Leave Request and Approval:** Request for vacation leave must be submitted to the employee's immediate supervisor or principal by the employee at least forty-eight (48) hours in advance of the absence requested and is subject to the principal or supervisor's approval. The forty-eight (48) hours advance notice requirement may be waived.
  - d. **Denial of Leave Request – Staffing Needs:** When it is necessary for the Employer to deny an employee's vacation leave request because of the number of employee's requesting leave within the individual departments or schools, the Employer shall give priority to employees in the order of their most recent date of permanent certification to any position by the Board of Education; the employee with the earliest date shall have first choice, the employee having the next earliest date shall have second choice, and so on, until all employees have chosen.
    - 1) **Separation from Employment: Cash Payment:** Upon separation from employment, permanent employees shall receive their unused accumulated vacation as a cash payment. Any vacation cash-out shall be paid at the employee's base rate at time of separation.
    - 2) **Reimbursement to District:** Upon termination of employment for any reason other than layoff, employees will be required to make refund for vacation used in excess of accrual at the time of termination.
      - **Layoff:** Employees who are laid off and have used vacation in excess of accrual will not be required to make a refund of excess vacation used until the employee is reemployed.
  - e. **Use for Sick Leave:** Upon approval by the supervisor, employees may use accumulated vacation leave benefits or compensatory time off as an extension of sick leave, when all sick leave benefits have been exhausted. Vacation leave benefits utilized as an extension of sick leave shall be subject to the same conditions regulating the use of sick leave.
  - f. **Illness during Vacation Leave:** Should an employee become ill or disabled while on vacation on duty days, vacation leave may be changed to sick leave, effective the date of illness or disability, upon notice to and approval by

## Fitness for Duty

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the employee's supervisor. Upon such notice, employees may be requested by the Employer to furnish evidence of such illness that is acceptable to the Employer.

- g. **Beginning of Vacation Leave:** Vacation will begin on the first working day absent from duty. When said vacation leave includes a holiday, said holiday will not be considered as one of the vacation days.
- h. **Timing of Vacation Leave:** Earned vacation shall be taken when school is not in session whenever possible and shall be on the basis of seniority within each building or department. All vacation must be taken within the assigned work year.

However, where the employee has earned vacation pay in excess of the time that is available within recess periods or breaks, or where the employee is required to work during recess periods or breaks, vacation time may be taken at other times in addition to recess periods and breaks. Such arrangements must have the approval of the building principal and department head.
- i. **Disciplinary Suspension:** Accrued vacation time cannot be used during a time of disciplinary suspension without pay.
- j. **Probation Period:** Effective July 1, 2015, probationary employees are eligible to use accrued vacation for non-duty days only during the employee's initial probationary period.

- 11.4 **Vacation Cash-Out:** Effective July 1, 2014, employees will be paid out at the end of each school year for any accrued vacation in excess of one hundred and ninety two (192) hours. However, the cash payout for vacation will be limited to forty (40) hours in a single year. Vacation balances will be determined on March 1st each year. This payment will be automatically made no later than June 30th each year.

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## Article 12 Fitness for Duty

- 12.1 **Purpose:** When a question exists related to appropriate leave administration or ability to work or safety to individuals, co-workers or others, the Employer may require employees to undergo a medical and/or psychological evaluation that will enable the Employer to determine the employee's fitness for performance of their duties.
- 12.2 **Fees for Reports:** When the Employer requires an evaluation or report from the School Physician or other physician or psychologist selected by the Board of Education, other than such reports required in Article 9, the Employer shall:
- 12.2.1 Pay the fee charged for such evaluation or report if such is not covered through the health insurance program made available to the employees by the Employer, and
  - 12.2.2 Compensate the employee at their base pay rate for regularly scheduled work time the employee was unable to work due to obtaining the evaluation if the evaluation result is that the employee is found fully fit to perform their work duties and responsibilities.

### Article 13 Salaries

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13.1 **Schedules:** Appendix B, attached hereto and incorporated herein, shall be the schedule of hourly salaries for employees.

13.1.1 **Wage Schedule Improvements:**

**Year One**

- a. Effective July 1, 2021, conversion of the wage scale from an individual schedule for each job classification to a schedule placing all job classifications into one of four (4) wage bands.
- b. Wage increases as reflected on the upgraded wage schedule
- c. One-time \$3,000 bonus, to be paid on April 8, 2022
- d. Additional one-time \$1,000 bonus for employees with over ten (10) years of service as of November 1, 2021.

**Year Two**

- a. Wage increases as reflected on the upgraded wage schedule
- b. One-time \$3,000 bonus

13.2 **Salary Progression:**

13.2.1 **Step Movement:**

- a. For the 2021-2023 bargaining agreement, no step increases due to conversion to the new wage scale
- b. **General Statement:** To be eligible for a step increase in a given job classification, an employee must have been actively employed in that job classification for at least one hundred fifty (150) calendar days during the contract year preceding the year in which steps are being awarded.
- c. **Step Movement during Negotiations:** Employees shall not advance a step on the salary schedule after June 30, 2023 while the parties are negotiating the successor Agreement. Step advance after June 30, 2023 is dependent upon the outcome of the negotiations for the successor Agreement.

13.2.2 **Satisfactory Performance Requirement:** Such increases may be withheld or delayed in cases where the employee's job performance has been of a less than satisfactory level in which case the employee shall be notified in writing that the increase is being withheld or delayed and of the specific reasons therefore. All such denials or delays shall be grievable under the provisions of Article 24 of the Agreement.

13.3 **Salary upon Demotion and Layoff:** When an employee is demoted into a classification with a lower salary range, the salary rate paid to the employee in the classification into which they have demoted shall be equal to the salary step within the salary range which is closest to, but which does not exceed, the previous salary rate paid to the employee in the classification from which they demoted.

13.4 **Salary upon Reassignment or Reclassification:** When an employee transfers to a new job classification or the employee's position has been studied and reclassified, salary shall be set at the step of the new schedule which is closest to but not less than the employee's current salary.

- 13.5 **New Classification – Salary:** In the event the Employer has established a new job classification which is added to the bargaining unit, by agreement between the two parties or by determination of the Director, Bureau of Mediation Services, the parties agree to negotiate with one another concerning wages.
- 13.5.1 **Overtime and Compensatory Time: Overtime:** All hours worked beyond forty (40) hours in a week shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate.
- 13.5.2 **Compensatory Time:** In lieu of receiving pay for overtime work, an employee may elect to have compensatory time off with pay. The option to elect to receive overtime pay or compensatory time shall belong exclusively to the employee. An employee electing to receive compensatory time shall be credited with one and one-half (1-1/2) hours of compensatory time for each one (1) hour of overtime worked.
- a. **Balance upon Transfer:** When an employee transfers from one site or department to another site or department, any compensatory time balance will be paid and charged to the budget of the site or department the employee is leaving. All compensatory time balances will be paid out at the end of each fiscal year and will be charged to the site or department the employee was assigned to at the end of the employee's regular assignment for that fiscal year. All compensatory time balances will be paid out to an employee who leaves District employment and will be charged to the site or department the employee is leaving.
  - b. **Limitation on Compensatory Time:** Employees may accrue no more than two hundred forty (240) hours of compensatory time.
  - c. **Overtime after Compensatory Time Limit:** All overtime worked after an employee has accrued two hundred forty (240) hours of compensatory time shall be paid for at the overtime rate of pay.
  - d. **Termination of Employment:** Upon termination of employment, all balances of compensatory time remaining shall be paid at a rate no less than the average rate received by the employee over the last three (3) years of employment or the final regular hourly rate of pay, whichever is higher. For purposes of calculating overtime pay and compensatory time only, time worked shall be rounded to the nearest one-tenth (1/10) of an hour. There shall be no pyramiding of overtime pay or compensatory time.
- 13.6 **Straight Time for Additional Work:** Employees working less than forty (40) hours per week but more than their regular assignment may be credited with an hour of time off for each hour worked beyond their regular assignment. However, the Educational Support Professional and their supervisor must agree when the employee will receive straight time off. In the absence of such agreement employees will be paid for time worked in accordance with wage and hour laws.
- 13.7 **Breaks:**
- 13.7.1 **Four-Hour Work Day:** Educational Support Professionals who work four (4) hours per day shall have a paid fifteen minute break during the work day worked out with and agreed upon by the supervisor and employee.

## Salaries

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- 13.7.2 **Five-Hour Work Day:** Educational Support Professionals who work five (5) hours or more per day are entitled to a thirty (30) minute unpaid duty free lunch with the exception of
- a. **Exception:** Minneapolis Kids employees who work five (5) or more hours per day are entitled to a thirty (30) minute paid duty lunch.
- 13.7.3 **Six-Hour Work Day:** Educational Support Professionals who work six (6) hours per day shall have an additional ten (10) minute break. The fifteen (15) minute break and ten (10) minute break shall be taken in consecutive minutes of fifteen (15) and ten (10) minute blocks of time. Educational Support Professionals are also entitled to a thirty (30) minute unpaid duty free lunch
- 13.7.4 **Seven or More Hour Work Day:** Educational Support Professionals who work seven (7) hours or more per day shall have two fifteen (15) minute breaks. Educational Support Professionals are also entitled to a thirty (30) minute unpaid duty free lunch.
- 13.7.5 **Breaks – Timing:**
- a. Unless mutually agreed upon by the employee and the supervisor, breaks shall not be scheduled for at least thirty (30) minutes after the start of the employee's scheduled duty day and at least thirty (30) minutes before the end of the employee's scheduled duty day.
  - b. Duty free lunch breaks shall be scheduled as close to the middle of the employee's scheduled duty day, unless mutually agreed upon by the employee and the supervisor.

13.7.6 **Break Synopsis:**

Hours Worked	10 minutes	15 minutes	30 minutes lunch
4		One	
5		One	One
6	One	One	One
7 or more		Two	One

13.8 **Mileage:** The mileage rate for use of personal automobiles for approved school business shall be the prevailing Internal Revenue Service rate.

13.9 **Continuation of Compensation**

13.9.1 In the event a successor Agreement is not entered into before June 30, 2017 employees shall continue to be compensated at the rate in effect on June 30, 2017 until a successor Agreement is fully ratified.

13.10 **Payment Options.** Employees shall have the option to be paid currently or to receive their annual pay over twenty six (26) pay periods. Employees must affirmatively elect the 26-pay period option based on rules and procedures established by the District's payroll department. The District shall notify the Union of rules and policies prior to the start of each school year.

## Group Insurance Benefits

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### Article 14 Group Insurance Benefits

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#### 14.1 General:

- 14.1.1 The following benefits are available to eligible Educational Support Professionals
- 14.1.2 These benefits are subject to the terms of the contract between the insurance carrier and the District.
- 14.1.3 Employees must enroll within thirty (30) calendar days of initial eligibility or during the annual open enrollment period to receive health and dental plan coverage and/or participate in the dependent care spending account and flexible spending account (as defined in Section 125 of the Internal Revenue Code.)

#### 14.2 Insurance Eligibility: To be eligible for insurance benefits the Educational Support Professional must be paid on the Educational Support Professional pay schedule.

- 14.2.1 **Basic Eligibility:** The Educational Support Professional must be assigned and working twenty (20) or more hours per week in a permanent assignment to qualify.
- 14.2.2 **Domestic Partner Coverage:** Domestic partner coverage is available in the health, dental, and vision insurance plans through the District.
- 14.2.3 **Leaves of Absence:** Educational Support Professionals on an approved leave of absence as defined in Article 9 may participate in group insurance benefits subject to Article 14.3.4.
- 14.2.4 **Layoff:** Educational Support Professionals who are laid off may continue coverage at the Educational Support Professionals' own expense as provided by federal and state continuation coverage laws.

#### 14.3 Enrollment for Insurance Benefits.

##### 14.3.1 Enrollment Requirement:

- a. **Life Insurance:** The Educational Support Professional is automatically enrolled in life insurance.
  - b. **Health and Dental Insurance:** The Educational Support Professional must enroll to be covered by health and dental insurance.
    - 1) **Waiver of Coverage:** An Educational Support Professional may waive health and dental insurance coverage when enrolling online.
  - c. **Other Health-Related Coverage:** Employees must enroll in the dependent care spending account and/or flexible spending account to participate.
- 14.3.2 **Initial and Open Enrollment.** Educational Support Professionals who become insurance eligible must enroll within the first 30 calendar days of becoming eligible. Subsequent to their initial enrollment eligibility period, employees may enroll during an open enrollment period.
- 14.3.3 **Effective Date of Coverage.** Enrollment form must be received by the Employee Benefits Office before coverage is effective. Eligible Educational Support Professionals who begin work in August shall have coverage effective September 1. Educational Support Professionals starting after September 1 or who become benefit eligible after September 1 shall have coverage effective the date the enrollment forms are received in the Employee Benefit Office. Educational Support Professionals must be actively at work on the effective date of coverage.

## Group Insurance Benefits

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- 14.3.4 **Leave of Absence.** Educational Support Professionals on paid and unpaid leaves of absence may continue health and life insurance. Educational Support Professionals on paid leaves of absence must pay their portion of the premium (if any). Educational Support Professionals on unpaid leaves must pay the full premium cost of coverage. Failure to pay premium when due will cause coverage to lapse while on leave, must reenroll to obtain coverage. An Educational Support Professional who does not reenroll within thirty (30) calendar days of returning from leave, must wait for the next open enrollment period to enroll.
- 14.3.5 **Maintaining Eligibility for Employer Contribution.** The employer's contribution continues as long as the Educational Support Professional remains on the payroll in an insurance eligible position. Educational Support Professionals who complete their regular school year assignment shall receive coverage through August 31.

### 14.4 Health Coverage.

An Educational Support Professional may enroll in either employee (single) or dependent (family) coverage through the group health plan coverage.

- 14.4.1 **Employee Only (Single):** The District will pay the total cost of the premiums towards the lowest cost employee-only plan, for each permanent certified employee who works twenty (20) or more hours per week. The District will pay no less than eighty percent (80%) of the total cost of the premiums for the other employee-only plans.
- The employee shall pay the difference between the District contribution and the total cost of the premium for the employee-only health plan coverage.
- 14.4.2 **Employee + 1:** The District shall contribute no less than seventy-five percent (75%) of the total cost of the premium for the employee +1 (plus-one) plans.
- The employee shall pay the difference between the District contribution and the total cost of the premium for the employee +1 (plus-one) health plan coverage.
- 14.4.3 **Family:** The District shall contribute no less than seventy percent (70%) of the total cost of the premium for the family coverage.
- The employee shall pay the difference between the District contribution and the total cost of the premium for the family health plan coverage.
- Domestic partners are considered eligible for dependent coverage for benefit eligible ESP employees.
- 14.4.4 **Couples Premium:** This provision has sunset and the following language applies only to employees who were actively in receipt of the hereto be described benefit as of July 1, 2021. When two (2) insurance-eligible employees of the District are married or domestic partners, the District shall contribute the combined amounts for dependent coverage, not to exceed the total premium cost of dependent coverage.
- 14.4.5 **Coverage:** An employee who wishes to insure insurance-eligible dependent(s) shall enroll in employee +1 (plus-one) or family coverage. An employee who wishes to insure only themselves shall enroll in employee only (single) coverage.

## Group Insurance Benefits

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### 14.5 Dental Insurance

Effective January 1, 2020, an Educational Support Professional may enroll in either employee only (single), employee plus one, or family coverage through the dental plan coverage.

**14.5.1 Employee's Cost:** Effective January 1, 2020, the employee's annual cost for dental coverage shall be as follows:

- a. **Employee Only (Single):** The District shall contribute no less than seventy-five percent (75%) of the total cost of the premiums towards employee only coverage. The employee will pay the difference between the District contribution and the total cost of the premium for employee only dental coverage.
- b. **Employee + 1:** The District shall contribute no less than eighty percent (80%) of the total cost of the premiums toward employee +1 (plus-one) coverage. The employee shall pay the difference between the District contribution and the total cost of the premium for the employee +1 (plus-one) dental coverage.
- c. **Family:** The District shall contribute no less than eighty percent (80%) of the total cost of the premium toward family coverage. The employee shall pay the difference between the District contribution and the total cost of the premium for family dental coverage.

### 14.6 Life Insurance

**14.6.1 Basic Life Insurance:** Insurance eligible Educational Support Professionals are automatically enrolled for \$45,000 (plus Accidental Death and Dismemberment \$20,000) of District paid basic life insurance coverage. To have a named beneficiary, an enrollment beneficiary designation card must be on file with the District.

**14.6.2 Optional Life Insurance:** Insurance eligible employees may purchase additional life insurance in \$10,000 increments up to \$250,000 in coverage, under such conditions and at rates as specified and calculated by the carrier, provided the carrier agrees to underwrite the added coverage.

**14.6.3 Possible Taxable Benefit:** Employees should be aware that IRS rules may make additional life insurance a taxable benefit. Employees should check with their tax adviser.

**14.7 Long Term Disability Insurance:** Effective January 1, 2017, insurance eligible Educational Support Professionals are automatically enrolled in District paid long term disability insurance. The long term disability insurance plan replaces sixty percent (60%) of monthly earnings pursuant to the Insurance Plan document. There is a ninety (90) consecutive work day elimination period before benefits begin. The long term disability insurance benefits are coordinated with PERA and Social Security benefits.

### 14.8 Insurance for Retirees

**14.8.1 Eligibility:** Effective September 1, 1992, employees who retire and have met the age and service requirement necessary to receive an annuity from the Minneapolis Employees Retirement Fund (MERF), the Public Employees Retirement Association (PERA) or the Minneapolis Teachers' Retirement Fund Association (MTRFA) are allowed to remain in the active employees' health and dental group insurance plans. Also, employees who retired after March 1, 1991, and have continuously participated in the District's health and/or dental insurance plans

## Group Insurance Benefits

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are eligible to continue coverage beyond the eighteen (18) month period under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Eligible retired employees are subject to the administrative requirements of the District, the carrier contracts, labor agreement, and state and federal law. Dependents may remain in the group until the retired employee is no longer eligible.

- 14.8.2 **Premium Payment:** Unless otherwise provided for in the collective bargaining agreement, retired employees shall pay the total premium plus the additional two percent administrative fee charged under COBRA.

### 14.9 Before-Tax Benefits

- 14.9.1 **Insurance Deduction.** Premiums deducted from the Educational Support Professional's check to pay for health insurance coverage are automatically taken on a before-tax basis, unless the Educational Support Professional has indicated to the contrary in writing to the Employee Benefit Office, subject to Minnesota Law and IRS Regulations. If the Educational Support Professional is covering a non-tax dependent, that portion of the benefit is taxable (due to domestic partners and 2007 Minnesota Law allowing unmarried children up to the age of 25 to be covered. The premiums paid by the Educational Support Professional, if any, are not subject to federal, state, and Social Security (FICA) taxes. Reports of earnings to MERF and PERA and pension deductions will be based on gross earnings. The before-tax deductions are subject to the requirements of Section 125 of the Internal Revenue Code as amended from time to time.
- 14.9.2 **Dependent Care Spending Account.** An Educational Support Professional may designate an amount per calendar year from earnings in which there will be no federal, state and Social Security and Medicare taxes withheld, for dependent care (as defined in Section 125 of the Internal Revenue Code and amended from time to time) to allow the Educational Support Professional to work.
- 14.9.3 **Flexible Spending Account (FSA).** An Educational Support Professional may designate an amount per calendar year to be placed into a flexible spending account (as defined in Section 125 of the Internal Revenue Code as amended from time to time). The amounts in the account may be used to reimburse the Educational Support Professional for uncovered medical expenses. Amounts placed in the account are not subject to federal, state and Social Security and Medicare taxes. Reports of earnings to applicable pension plans will be based on gross earnings.
- 14.9.4 **Tax-Deferred Savings Plans. District Annual Matching Payment:** The District will make an employer matching payment to the State of Minnesota Deferred Compensation Plan (457) and/or the Special School District No. 1 403(b) Plan. Employees enrolled in the State of Minnesota Deferred Compensation Plan or the Special School District No. 1 403(b) Plan will be automatically eligible for the match.
- 14.9.5 **Match Requirements:**
- a. **Match Amount:**
- The District will pay an annual match payment of up to \$1,250 for employees participating in a deferred compensation plan, as outlined in Article 14.9.4.

- b. **Payments:** The District will match any amount of employee contributions up to the match as noted in 14.9.5.a above. Tax-deferred savings plan participants will be matched on a per pay period basis while they are deferring into the plan(s) until they reach their annual match for the calendar year.
  - c. **Deferred Amounts:** Only deductions that employees defer during the match period shall be matched by the District.
  - d. **Employee Requirements:** The employee must have enrolled, elected to defer, and in fact deferred a qualifying amount during the calendar year, to qualify for the match.
- 14.9.6 **Taxes and deductions:** All employer and employee amounts paid to the State of Minnesota Deferred Compensation Plan (457) are subject to social security and Medicare taxes. All employee contributions to the 403(b) plan are subject to Social Security and Medicare, but employer contributions to the 403(b) plan are not subject to Social Security and Medicare.
- 14.9.7 **Deferral Limits:**
- a. Employees should ensure that tax-deferred payments do not exceed IRS limits. If limits are exceeded, the District will stop deductions to these accounts.
  - b. Employer Contributions/Employee Deferrals:
    - 403(b) employer contributions are in addition to your limit
    - 457 employer contributions are included in your limit
  - c. For detailed current information concerning deferral limits, see the IRS website ([www.irs.gov](http://www.irs.gov)). For current information about maximum shelter amounts, additional contributions, catch-up limits, and other details concerning the 457 or 403(b) plans, consult the plan's representative or website.
- 14.9.8 **Enrollment & Changes:**
- a. **Employee Options:** Employees may enroll, change or cease their contributions at any time.
  - b. **Termination of Employment:** An employee who terminates employment with the District prior to the time of the match payment, as a result of resignation, layoff, retirement, or discharge will not be eligible for any further payment to the tax-deferred savings plans under this section.

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## Article 15 Hours/Days

- 15.1 **Full-Time Employees:** An Educational Support Professional shall be a full-time employee if said employee works thirty-seven and one-half (37.5) hours or more.
- 15.2 **Part-Time Employees:** An Educational Support Professional shall be a part-time employee if said employee works less than thirty-seven and one-half (37.5) hours per week.
- 15.3 **Hours:** Hours of Educational Support Professionals shall be based on seniority and hourly allocations at any site or program.
- 15.4 **Reduction in Hours/Reduction in Force:** A reduction in hours shall be considered a reduction in force as defined in Article 19.

### 15.5 Bus Duty Hours:

- 15.5.1 **General:** Interested Educational Support Professionals shall be offered available bus duty hours annually, based on seniority and other special considerations and compensated for those hours at their current hourly rate of pay.
- 15.5.2 **Special Considerations:** "Special considerations" include, but are not limited to, such factors as the special programmatic/IEP needs of the students and whether the open bus hours are in reasonable proximity to the employee's home or the employee is willing to meet the bus.
- 15.5.3 **Order of Bus Hours Offer:** Bus hours that require special considerations such as training and experience in a special education program e.g., Autism, EBD, etc., will be first offered to Special Education Assistants. Any remaining open bus hours will be first offered to qualified Educational Support Professionals based on seniority within building, site, or program.
- 15.5.4 **Not Part of Regular Assignment:** Bus hours will not be considered part of an Educational Support Professional's regular annual assignment and bus hours will not be eligible to apply toward any sick leave or vacation accruals.

### 15.6 Work Year.

#### 15.6.1 Annual Work Year Forecast Letter:

- a. **Description:** Annually no later than the last duty-day, the Superintendent or their designee shall issue a clarification letter regarding budgeted days for Educational Support Professionals for the next school year.
- b. **Information Included:** The letter shall include the starting and ending dates of the school year, non-duty days/holidays for the school year, days and dates of other budgeted days to include four (4) or more paid staff development days annually and other relevant calendar or budgetary information.
- c. **Staff Development Days:** Effective July 1, 2014, the certification letter shall include four (4) or more paid staff development days.
- d. **Definition of Normal Work Year:** The student contact days of the school year combined with the information contained in this letter shall define the normal work year for Educational Support Professionals.
- e. **Intent:** The intent of the letter is to assist building Administrators in planning for effective usage of these budgeted days for professional development activities or other school based activities involving Educational Support Professionals.
- f. **Non-Student Contact Days:** The letter shall identify the number of non-student contact days budgeted for members of this bargaining unit.
- g. **Communication:** This letter shall be issued to all building Administrators, building secretaries, and the Union.

### Article 16 Seniority

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#### 16.1 Seniority Date.

- 16.1.1 **Hired Prior to September 1, 1970:** Educational Support Professionals hired prior to September 1, 1970 shall have a seniority number based on initial date of continuous employment in the District.
- 16.1.2 **Hired After September 1, 1970:** The seniority number of Educational Support Professionals hired after September 1, 1970, shall be the Civil Service date of certification.
- 16.1.3 **Hired After August 26, 1991:** The seniority number of Educational Support Professionals hired after August 26, 1991, shall be the date the employee is assigned and working in a permanent position.
- 16.1.4 **School Success Program Assistants:**
  - a. **Previous Employment in Other Classifications:** School Success Program Assistants who previously worked as Educational Assistants or in any of the other job titles or classifications included within the Educational Assistant /Educational Support Professional unit contract, shall retain their initial seniority date, and continue to accrue seniority during the time in which they work as a School Success Program Assistant. School Success Program Assistants do not have site or program seniority per Article 17.4.
  - b. **Initial Hire:** Individuals newly hired to the District as Associate Educators/School Success Program Assistants, shall have a seniority date which is the first date of actual employment in the position for which they were hired, and shall accrue district seniority during the time they work in said position.
- 16.1.5 **Special Education Assistants:** Seniority is based on the initial date of continuous employment with the District as a Special Education Assistant and the seniority ranking within the citywide special education program site, or other non-citywide program school site at which they work. Special Education Assistants use their District seniority based on the initial date of continuous employment as a Special Education Assistant for purposes of excessing, layoff, and recall (per Article 17, Transfer And Reassignment and, Article 19, Reduction In Force).

- 16.2 **Seniority List:** A seniority list of all employees within this bargaining unit shall be prepared once each year. This seniority list shall be posted on the District's website. The District will provide a hardcopy to the Union.

Educational Support Professionals shall notify the Human Resources Department in writing within twenty (20) working days if there are discrepancies in the published list.

### Article 17 Transfer and Reassignment

- 17.1 **Qualifications:** Except as provided in Articles 3 and 17, employees within a given classification shall not be eligible for voluntary transfer or placement in any other classification unless they meet the certification requirements or have previously passed probation in that classification.
- 17.2 **Job Postings:**
- 17.2.1 **Contents:** Position postings will include a description of duties, hours, and qualifications and include a closing date to allow at least five (5) working days for voluntary transfer.
  - 17.2.2 **Priority:** Every effort shall be made to post positions before a temporary assignment is made.
  - 17.2.3 **District Website:** Individual position postings can be accessed by bargaining unit employees on a continual basis as positions become available through the District web site at [www.mpls.k12.mn.us](http://www.mpls.k12.mn.us).
- 17.3 **Voluntary Transfer:**
- 17.3.1 **Definition:** A voluntary transfer is a change to a different position within the current classification. Voluntary transfer procedures must be followed prior to filling a vacancy through other means.
  - 17.3.2 **Posting and Application Requirements:** In all classifications eligible for voluntary transfer, the existing vacancy is posted on-line for five (5) working days for voluntary transfer by eligible Educational Support Professionals within the classification posted. Eligible Educational Support Professional employees outside of the classification posted will apply online to be considered for promotion. All interested applicants will apply for a posted position by following the application process.
    - a. **Requests within the Same Classification:** Transfer requests within the same classification must be made by applying on-line.
  - 17.3.3 **Best Qualified:** The site will select the best-qualified employee.
  - 17.3.4 **Excessed Employees:** Excessed employees who do not secure a position through voluntary transfer may secure a position during the excessed placement session using their seniority as outlined in Article 19.6, Reduction in Force.
  - 17.3.5 **One Voluntary Transfer per School Year:** Educational Support Professionals, except Special Education Assistants, may voluntarily transfer only once each school year. For the Special Education Assistant transfer process, see Article 20.3.
  - 17.3.6 **Waiting Period:** The maximum waiting period between acceptance of a position and transfer shall be no longer than 10 working days.
- 17.4 **Application and Selection Process for Associate Educator (AE) and School Success Program Assistant (SSPA).** School Success Program Assistants, Educational Support Professionals, or any other applicants who meet the minimum eligibility requirements of an AE/SSPA may apply at any time, even if they have not completed their probationary period for a posted position by following the application process. The site will select the best-qualified applicant who meets the site's needs. Individuals hired as School Success Program Assistants shall only work in the specific position for which they were hired.

## Summer School

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District wide programs with identical positions at multiple sites may assign individual AE's/SSPA's to various sites.

### 17.5 Promotion.

17.5.1 **Definition:** A promotion is a change to a different classification at a higher salary range. Eligible permanent Educational Support Professional employees will apply online to be considered for promotion.

17.5.2 **Effect on Seniority:** Seniority in the new job title will begin on the effective date of promotion.

#### 17.5.3 Probationary Period for Promotions:

a. **Length of Probation Period:** Permanent Educational Support Professionals who obtain promotions to new classifications must serve a probationary period of ninety (90) calendar days during the Normal Work Year (see 15.6.1.d) to be certified to the new position.

b. **Performance Review:** During the probationary period the supervisor shall conduct a minimum of one (1) performance counseling review of the employee's performance.

c. **Declination of Certification:** Should the supervisor decline to certify the employee in the new title such action is not grievable pursuant to Article 24 of the Agreement.

17.5.4 **Return to Former Classification:** Employees who passed probation in the new classification may return to their former classification, if there are vacancies in the former classification. The District may place the employee in one of the available vacant positions. If there are no vacancies in the employee's former classification, they will be excessed and placed on intermittent status until they exercise a voluntary transfer to a new assignment.

17.6 **Administrative Transfer:** When it is deemed necessary to transfer an individual for administrative reasons, the supervisors affected will be apprised of the existing situation and the transfer made, subject to approval of the Human Resources Department.

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## Article 18 Summer School

18.1 **Posting:** Summer school positions will be posted online at [www.mpls.k12.mn.us](http://www.mpls.k12.mn.us)

### 18.2 General Information:

18.2.1 **End of Assignment:** All employment in the summer school program will terminate at the end of the summer school term.

#### 18.2.2 Pay Rate:

a. **Within Same Classification:** An employee hired to work summer school in the same classification as assigned during the regular work year shall be paid at the same hourly rate of pay for that classification as they received for the regular work year.

b. **Other Classification:** When hired to work in a classification other than the classification to which assigned during the work year, the employee will be paid the rate of the classification to which assigned for summer school.

## Reduction in Force

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- 18.2.3 **No additional benefits** shall apply or be earned beyond those provided for in the employees normal work year and Article 8, Holidays, and Article 10.4, Sick Leave use
- 18.3 **Use of Vacation Hours:** Educational Support Professionals working in the Minneapolis Kids summer program may use accrued vacation based on their assigned hours. Other Educational Support Professionals assigned to work during summer school may not use accrued vacation during this time.
- 18.4 **Preference for Permanent Employees:** Although there is no guarantee of summer school employment, the District pledges that it will give preference for summer school employment to permanent employees.
- 18.5 **Pay Rate:** The pay rate for employees hired out of classification for the Summer School session will be the step on the salary schedule which is closest to, but not below, the rate paid to the employee in their schoolyear classification. In cases where the employee's schoolyear rate exceeds the range for their Summer School classification, the employee shall be placed on the top step.

## Article 19 Reduction in Force

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- 19.1 **Notification.** When a reduction occurs within a classification at the site, the Human Resources Department will inform the principal or site coordinator of the Educational Support Professional(s) to be excessed by classification and seniority. Human Resources shall provide each site with a current seniority list for each classification no later than May 1<sup>st</sup> of each year.
- Unless notified to the contrary by the principal or site coordinator prior to May 31<sup>st</sup>, the employee will not be excessed. Layoffs may occur at any point in the year based on student enrollment, budget allocations, and staffing needs. This notification shall be in writing with a copy to the employee and the Human Resources Department.
- 19.2 **School Success Program Assistants.**
- 19.2.1 **Options:** In the event that a School Success Program Assistant position(s) is eliminated at any school/program/department the displaced employee(s) has the following options:
- Apply for other posted positions for which they meet the requirements by following the formal application process
  - Use their accumulated seniority during the excessed placement session to return to a previously held job classification.
- 19.2.2 **Termination of Employment:** Employees who do not obtain a position through these two options will be terminated with no further contractual rights.
- 19.3 **Special Education Assistants:**
- 19.3.1 **Citywide Program Special Education Assistants at a Site.** When a position is reduced or eliminated, or hours are reduced, or a decrease in staff is required in a citywide Special Education program at a site, the following steps will be taken:
- All temporary employees shall be terminated before a reduction can occur.
  - Special Education Assistants in the citywide program at this site will be canvassed in seniority order giving them the option to be excessed.

## Reduction in Force

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- c. If no Special Education Assistant chooses the option to be excessed, reductions will occur beginning with the least senior Special Education Assistant in that site's citywide program, and continuing in seniority order until the appropriate staffing level is reached at the site.

19.3.2 **Non-Program Special Education Assistants at a Site.** In a site that employs Special Education Assistants not attached to a citywide program the process to reduce staff or hours of assignment shall be as follows:

- a. All temporary employees shall be terminated before a reduction can occur.
- b. Non-program Special Education Assistants at the site will be canvassed in seniority order giving them the option to be excessed.
- c. If no program Special Education Assistant chooses the option to be excessed, reductions will occur beginning with the least senior non program Special Education Assistant, and continuing in seniority order until the appropriate staffing level is reached.

### 19.4 **All Other Educational Support Professionals.**

19.4.1 A reduction in force exists at a site when a position is abolished or hours are reduced or a decrease in staff is required due to a reduction in the city-wide Educational Support Professional allotment. When a position is reduced in hours per week the following steps will be taken:

- a. All temporary employees shall be terminated before a reduction in force can occur.
- b. The excessed Educational Support Professional is the person with the least seniority in the classification assigned to the school, department or Special Education program where the surplus exists, unless all Educational Support Professionals in that classification at the site agree to an equal reduction in everyone's assignment.
- c. When a reduction in force occurs, the least senior Educational Support Professional is excessed. The excessing continues from the next least senior until the work force is reduced. All certified Educational Support Professionals are listed by seniority within classification regardless of hours.
- d. When a position is reduced in hours per week the following steps shall be taken:
  - 1) the incumbent is offered the option of retaining the position.
  - 2) if the incumbent declines the reduced position the Educational Support Professional is considered excessed and the rules governing excessed Educational Support Professional(s) apply.
  - 3) a position which results from excessing shall be filled according to the rules for filling a new position.

19.5 **Restoration of Assignment:** Educational Support Professionals have the option to return to the position at the site from which they were excessed if their hours are restored by a mutually agreed upon date prior to the first duty day in August of that year.

### 19.6 **Placement of Excessed Educational Support Professionals:**

19.6.1 **Positions Held for Excessed Placement:** Prior to the completion of Summer School, positions which become vacant will be held for the excessed placement session.

## Reduction in Force

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- 19.6.2 **Excessed Placement Session:** At the excessed placement session excessed employees who have not obtained a position through the voluntary transfer process will be placed in vacancies in seniority order by the Labor/Management Placement Committee, which is comprised of representatives from the District, ESP Union, and Principals' Forum. Excessed employees who are placed by the committee will retain their hourly allocation from their previous assignment and will be placed in positions of equal hours. If a position of equal hours is not available then excessed employees will be placed in the position closest to their previously held assignment in seniority order. Excessed employees are encouraged to give their preferences for placement to their union representatives prior to the Labor/Management Placement Committee meeting if they are unable to obtain a position in the June or July on-line posting process.
- 19.6.3 **Filling of Remaining Vacancies:** Vacancies existing after all the transfer procedures in Article 17 have been completed shall be filled according to the rules for filling new positions.

### 19.7 Layoff/Recall:

- 19.7.1 **Definition:** Whenever any permanent position is to be abolished, or it becomes necessary because of lack of funds, lack of work, or reorganization, to reduce the number of employees in a specific job classification(s), a layoff shall occur. Layoff/Recall provision does not apply to Associate Educators and School Success Program Assistants (see Section 19.2).
- 19.7.2 **Determination of Affected Employees:** Layoffs that occur at the end of the school year are determined through the Budget Tie-Out process. Subsequent to Budget Tie-Out, employees for whom there are no remaining positions due to a reduction in force shall be declared laid off from the classification or job title in which they are currently working, with the least senior laid off first, and shall hold recall rights for thirty-six (36) months from the effective date of layoff for recall to a position in the same classification. These laid off employees shall receive a written layoff notice at the end of the given school year.
- 19.7.3 **Recall:** Subsequent to posting, employees on layoff shall be recalled by the District to positions which become available in the appropriate classification. Employees will be recalled in seniority order, with the person with the most seniority being recalled first. In no case shall any new Educational Support Professional be hired from outside the district into a classification which has current employees on a layoff/recall list.
- a. **Acceptance of Recall Offer:** An employee on layoff who has been offered and has accepted the offer for an assignment of comparable hours to their previous assignment shall be considered recalled.
  - b. **Declination of Recall Offer, Non-Comparable Position:** An employee on layoff who has been offered and has refused the offer of a position that is not of comparable hours, or is in a different job classification, or would result in a demotion, will not forfeit further recall rights, and will remain on the recall list.
  - c. **Declination of Recall Offer, Comparable Position:** An employee on layoff who is offered and has refused the offer for an assignment of comparable hours or more within classification worked in prior to layoff, shall forfeit any and all rights to recall.

## Reduction in Force

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- d. **Access to Benefits:** In no case shall an employee on layoff, who was eligible for health, dental or other employee benefits prior to layoff, be required to accept an offer of recall to a position which does not meet the hourly assignment threshold for access to previously available benefits.

19.7.4 **Contact Information:** Every employee is obligated to provide the Human Resource Department their address and phone number so that they can be contacted for possible assignment.

### 19.8 Intermittent Status:

19.8.1 **Permanent Positions.** An Intermittent employee must seek a permanent position by doing the following:

- a. The employee must apply for vacancies of like status as they are posted in order to secure a new position. The postings will be available online at the District's website: [www.mpls.k12.mn.us](http://www.mpls.k12.mn.us).
- b. If the employee is offered and refuses a permanent position of like status, they will be laid off and placed on the recall list.

### 19.8.2 Temporary Assignments.

- a. **Priority for Placement:** Intermittent employees will have priority for placement before temporary employees. They shall have the right to, if qualified, displace a temporary employee if there are no vacant temporary positions and a temporary employee has been in an assignment for two (2) weeks or less. However, those employees hired outside of the Human Resources hiring process may be displaced at any time. Intermittent employees must accept temporary assignments while on intermittent status.
- b. While on intermittent status, employees must accept temporary assignments by doing the following:
  - 1) The employee must stay in contact with Human Resources regarding temporary assignments until they accept a permanent position.
  - 2) The employee is not guaranteed to receive an assignment or to have an assignment in any particular geographic area.
  - 3) The employee must accept assignments that are offered. Failure to do so may result in their placement on the recall list and they may not be called for further temporary assignments.
- c. Once the employee has accepted a temporary assignment, they are expected to stay in it as long as it is available or until they have secured a permanent position. If said employee is unable to report to work at their temporary assignment, they must contact the site directly.
- d. An intermittent employee will retain seniority, classification, and benefits for the month as long as they are actively working.

### 19.9 Fresh Start:

19.9.1 **Definition:** If, despite improvement and intervention efforts, student performance fails to improve within a reasonable time frame, more drastic measures may be required such as closing the school and starting over with a fresh start. When a new school is opened to replace the closed school, whether or not it is located in the same physical plant, it should be designed around a research-based

## Reduction in Force

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academic improvement plan shaped by stake holders, including the union and a new administrative team.

- 19.9.2 **Excessing & Interviewing:** When a school is determined to be “fresh started”, all the employees of this bargaining unit at that site shall be considered excessed. The “fresh start” shall fill these positions based on interviews with the ability to select any of these candidates.
- 19.9.3 **Informational Meetings:** Informational meetings will be held to insure that Educational Support Professionals will receive information to make an informed decision about whether or not they wish to apply based on their training and/or experience with the new model.
- 19.9.4 **Non-Selected Employees:** Those not selected by the new school will have transfer rights to other schools as excessed Educational Support Professionals.
- 19.9.5 **Vacancy Listing & Interviews:** The Human Resources Department will post a list of vacancies for interviews. Educational Support Professionals shall interview with the principal/supervisor, designee and/or site team.
- 19.9.6 **Eligibility for Interviews:** All Educational Support Professionals on active duty or on leaves of absence are eligible to interview.
- 19.9.7 **In-Service Planning and Training Sessions:** Educational Support Professionals who apply for and are selected for vacancies in a “fresh start” program and/or site are required to participate in in-service planning and training sessions.

### 19.10 Closing of Schools:

- 19.10.1 When a school is closed, all Educational Support Professionals assigned to that school are declared excessed.
- 19.10.2 Such Educational Support Professionals have the rights provided in this Article 19, Reduction in Force.

### 19.11 Merger of Schools:

- 19.11.1 **Available Positions:** When schools or programs are merged, the number of available positions in the merged school or program shall be determined by the Human Resources Department.
- 19.11.2 **Assignment by Seniority:** Educational Support Professionals who were assigned to the merged schools or programs shall be assigned in order of seniority.
- 19.11.3 **Excessing:** Unassigned Educational Support Professionals are excessed pursuant to this Article 19, Reduction in Force.

### 19.12 Multiple Programs Within One Building:

- 19.12.1 **Seniority:** When several programs are housed at the same school or site and when each program has a principal or supervisor, such as the Andersen Complex, seniority shall be earned and exercised separately for each school or program within the complex.
- 19.12.2 **School Assignment:** For the purposes of excessing, Educational Support Professionals who are assigned to duties in more than one school shall be considered assigned to the school where they spend the majority of the time.
- 19.12.3 **School Assignment – Equal Hours:** For the purposes of excessing, Educational Support Professionals who are assigned to duties in more than one school with

## Reduction in Force

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equal hours assigned in each school, the Educational Support Professional shall select a school to be considered the main assignment prior to the school year.

19.13 **Relocation of Programs:** When a program is relocated intact to another site, the Educational Support Professionals assigned to that program shall remain assigned to that program.

19.14 **Minneapolis Kids Program:**

- 19.14.1 **Description of Positions:** Positions in the Minneapolis Kids Program vary by assignment, may be for a period of up to 52 weeks per contract year, and are determined annually based on student enrollment and budget allocations.
- 19.14.2 **Assignments:** Positions shall be offered through the continuous posting process. Changes in an employee's status shall be reviewed with the affected employee prior to budget tie out.
  - a. **Change in Status:** If an employee's position has decreased in hours or weeks they may excess themselves or layoff pursuant to Article 19.6 and 19.7 (Reduction in Force).
    - 1) **Effective Date of Change:** Changes in status are effective at the end of the school year.
  - b. **End of School Year:** Employees may continue to work during the two week period between the end of the school year and the start of the summer program.
- 19.14.3 **Summer Placement:**
  - a. **Eligibility:** Both permanent employees who are classified as 52 weeks and permanent employees who are classified as less than 52 week shall be eligible and given preference for summer employment.
  - b. **Application for Placement:** Permanent Minneapolis Kids employees will be notified of summer employment opportunities no later than April 15<sup>th</sup>. Employees will have until April 30<sup>th</sup> to respond to the notification. Permanent employees who are interested in summer employment must notify the Minneapolis Kids Program Manager or Program Specialist.
  - c. **Selection:** In order to maintain continuity, the Minneapolis Kids Program Manager shall determine summer placements of up to 8 hours per day based on the following considerations:
    - 1) In seniority order to staff who are classified as 52 weeks within the building or merged program.
    - 2) In seniority order to staff who are classified as less than 52 weeks within the building or merged program
      - Staff who are 20 or more hours per week in their permanent assignment
      - Staff who are less than 20 hours per week in their permanent assignment
- 19.14.4 **Reductions:** Assignments are based on enrollment. Whenever it becomes necessary to reduce or eliminate personnel and/or hours of employment at a site due to a decline in enrollment at a level below a staff to student ratio of 1:12, the Minneapolis Kids Program Manager shall discuss the reduction with the affected employee(s) and the Union.

## Reduction in Force

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The following steps shall be taken:

- a. All temporary employees shall be terminated before a reduction can occur.
- b. Employees in the affected classification at the site will be canvassed in seniority order giving them the option to be excessed.
- c. If no employee in the affected classification chooses the option to be excessed, reductions will occur beginning with the least senior employee in the affected classification at the site, and continuing in seniority order until the appropriate staffing level is reached at the site.
- d. Administrative transfers may be utilized to move staff pursuant to Article 17.6.

### 19.14.5 **For clarification:**

- a. 52 Week Child Care Assistants: Total hours remain the same (school year and summer); however, during the summer sites may be merged based on programmatic needs.
- b. 52 Week Child Care Assistants Assigned to Minneapolis Kids (cadre): Total hours remain the same (school year and summer) based on programmatic needs. Staff will be assigned to Minneapolis Kids and will be utilized primarily to support kids with special needs by providing 1:1 care. Staff will also be utilized to care for mainstream students and to maintain site staff to student ratios.

### 19.15 **Early Childhood Family Education:**

- 19.15.1 **Application:** This provision applies only to the Educational Support Professional positions in the Early Childhood Family Education (ECFE) program, and shall not serve as a precedent.
- 19.15.2 **Work Assignment Description:** All ECFE EA staff shall be hired for a minimum of twenty (20) hours/week assignments. Scheduling of work assignments in this non-traditional program may require scheduling of staff to provide instruction in blocks of time based on programmatic needs, including mornings, afternoons, evenings and weekends. ECFE administration shall establish the schedule for each EA each semester.
- 19.15.3 **Reduction in Force:** Each EA will have a basic assignment no less than twenty (20) and no more than twenty-three (23) hours per week. If a reduction in force is needed, the least senior person shall be laid off. The layoff shall be implemented at the end of a semester if a lay off is necessary.
- 19.15.4 **Hours Added:** When it is necessary to add hours for a semester the hours will be offered in seniority order by program team at work sites. Hours that are added are not considered part of the employee's base assignment which remains a constant twenty (20) to twenty-three (23) hours.
- 19.15.5 **Overtime:** Overtime is paid based on a forty (40) hour work week.

## Special Education

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### Article 20 Special Education

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- 20.1 **Citywide Special Education Programs:** Positions identified by the Special Education Department as serving special needs students who have IEPs will be known as Special Education Assistants. These positions will exist in the following programs: Autism Spectrum Disorders, CLASS, SPEN, SPAN, Federal Setting III and IV EBD programs, ECSE, D/HH, DCD, PHD, Hospital Agencies, Lifeskills, and Transition Plus.
- 20.2 **SEA Transfer:** Special Education Assistants who voluntarily transfer into a citywide Special Education classroom or program shall not be considered as part of the building staff seniority roster. However, these employees retain their initial seniority date per Article 16, Seniority.
- 20.3 **Staffing:** The District and the Union wish to stabilize sites for the beginning of the school year, and maintain staffing stability throughout the school year to provide quality support services to students in Special Education:
- 20.3.1 Special Education Assistant positions will not be posted after July 15th.
  - 20.3.2 Special Education Assistants on layoff will be recalled and placed prior to hiring from the new candidate pool.
  - 20.3.3 Vacant Special Education Assistant positions within the site may be offered internally to Special Education Assistants by selection.
  - 20.3.4 Vacant Special Education Assistant positions within the site may be offered internally to Special Education Assistants from Citywide programs and vice versa.
  - 20.3.5 If not filled internally, vacant Special Education Assistant positions will be filled by candidates in the new hire pool.
  - 20.3.6 In case of the need for staff adjustment and reassignment, with prior notification to the Union, administrative transfers may be utilized to move staff pursuant to Article 17.6.
- 20.4 **Training Required For New Special Education Program Assignment.** Employees who transfer to a new special education program will be expected to meet the program's training requirements within one year.

### Article 21 Severance Pay Plan

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- 21.1 **Plan Description:** At the time of retirement, the retiring employee shall receive a payment equal to one-half of the regular hourly rate of pay at retirement times the number of unused hours of sick leave accrued up to a maximum of sixteen hundred (1600) hours based on the following criteria:
- 21.1.1 at any age after thirty (30) years of service with the District; or
  - 21.1.2 if your age plus years of public service total at least ninety (90) (Rule of 90) for employees in the Public Employees Retirement Association ("PERA"); or
  - 21.1.3 at least twenty-nine (29) years and a day of service in the Minneapolis Employee Retirement Fund ("MERF"); or
  - 21.1.4 after twenty (20) years of service with the District and age 60.

## Personal Injury/Property Benefits

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- 21.2 **Deferred Compensation:** Severance pay shall be dispersed in a lump sum payment directly to the Educational Support Professional. The Educational Support Professional may elect to have all or part of the payment placed into the Educational Support Professional's account with the State of Minnesota Deferred Compensation Plan or other District offered deferred compensation plans, consistent with the requirements of the plan and the Internal Revenue Service Regulations. The balance, if any, will be paid directly to the Educational Support Professional. The Educational Support Professional, not the District, is solely responsible for determining the maximum allowable annual contribution amount to deferred compensation.

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## Article 22 Personal Injury/Property Benefits

### 22.1 Reimbursement: Personal Property Damage.

- 22.1.1 **General Statement:** The District shall reimburse employees of this bargaining unit for the cost of replacement, cleaning, or repair of personal property soiled, damaged, or destroyed while the employee is engaging in the performance of employee's duties. It is the responsibility of employees to exhibit appropriate care.
- 22.1.2 **Reimbursement Amount and Required Evidence:** The maximum reimbursement is \$750 per incident based on photos or initial purchase receipts of soiled, damaged, or destroyed property, Supervisor verification statement, or a police report number and receipts of paid expenses to clean, repair, or replace personal property.

### 22.2 Reimbursement – Damage to Vehicle.

- 22.2.1 **General Statement:** The District shall reimburse employees for the cost of reimbursement for loss, damage or destruction of personal motor vehicles and other forms of personal transportation on school property or while an employee is in the performance of school business as verified by the supervisor and police report.
- 22.2.2 **Reimbursement Amount and Required Evidence:** Reimbursement shall not exceed \$1,000, or any applicable insurance deductible, whichever is lower, per incident (including personal property, if eligible). Employees must seek all potential insurance claims before seeking District reimbursement, including liability insurance held by another party. The employee must submit photos, receipts, and a police report number or an incident report number to receive reimbursement.
- 22.2.3 **Reimbursement for Towing:** In the case of motor vehicles or bicycles legally and properly parked on District property only, employees shall be reimbursed for towing fees only, excluding any other related costs such as storage fees or citations.
- 22.2.4 **Use of Personal Vehicle for District Business.** The District shall carry an umbrella insurance policy that will supplement employee's automobile insurance coverage to bring the total coverage per accident to not less than \$1,000,000 for any accidents that occur while an employee is using their personal vehicle for District business.

22.2.5 **Reimbursement for Accidents:** The District shall reimburse employees for out-of-pocket costs incurred as a result of any accidents that occur while an employee is using their personal vehicle for District business. The reimbursement-eligible expenses will include, but will not be limited to: deductibles, insurance premium increases directly related to the accident, and damage to personal property. The District will handle reimbursement claims on a case-by-case basis. The total reimbursement shall not exceed \$1,000. The employee must submit photos, receipts, and a police report number or an incident report number to receive reimbursement.

22.2.6 **Limitations on District Liability:** The District will not be responsible for any reimbursements under this section at the time of the accident if

- a. an employee is uninsured,
- b. investigation establishes an employee is intoxicated/abusing chemical substances, or
- c. an employee is convicted of a gross misdemeanor or greater offense as a result of the accident.

### 22.3 Personal Injury.

22.3.1 **Medical Expenses:** If employees are injured as the result of a conflict and/or incident with a student, parent, or other individual that occurs while an employee is engaging in the performance of the employee's duties, the District shall reimburse the employee for necessary medical, dental, hospital and surgical expenses in excess of those expenses covered by the District insurance and/or worker's compensation.

22.3.2 **Loss of Time:** Reasonable loss of time resulting from a conflict and/or incident with a student, parent or other individual that occurs while an employee is engaging in the performance of the employee's duties shall not be deducted from unused sick leave provided the employee has filed the District's assault form and/or police report.

### 22.4 Payment:

22.4.1 **Taxable Earnings:** Payment for reimbursed expenses submitted sixty (60) days after the incident resulting in soiled, destroyed, or damaged property will be reimbursed through Payroll as taxable earnings.

22.4.2 **Basis of payment:** Expenses reimbursed under this provision will not be reimbursed an additional time under a separate provision. Any reimbursement made under this Article is a gratuitous payment and does not indicate that the District has accepted liability for the incident.

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## Article 23 No Strike

23.1 It is agreed and understood that there will be no strike, work stoppage, slow down, or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Union or by its officers, agents or members during the term of this Agreement including any extension of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

### Article 24 Grievance Procedure

24.1 **Purpose:** The Board of Education and the Union desire that each employee have a means by which grievances may be given timely, fair and continued consideration until resolved within the parameters below. Prompt resolution leads to a better labor management relationship.

24.2 **Definitions:**

- 24.2.1 Grievance: Any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement.
- 24.2.2 Grievant: An individual employee or the exclusive representative.
- 24.2.3 Union: Membership representative.
- 24.2.4 Days: Work days excluding Saturday, Sunday and legal holidays as defined by Minnesota law or other recess periods during the grievant's work year.
- 24.2.5 Service: Personal service or by certified mail.
- 24.2.6 Reduced to writing: A concise statement outlining the nature of the grievance, the specific provision(s) of the Agreement in dispute and the relief requested as outlined in 24.3.B.
- 24.2.7 Answer: A concise response outlining the employer's position on the grievance.
- 24.2.8 Employer's Representative: An Employee Relations department representative or designee, or other person designated by the Superintendent of Schools.

24.3 **Grievance Resolution – Steps:**

If an employee elects to grieve a disciplinary action through the contract provisions and to appeal the disciplinary action to the Civil Service Commission, the Union will decline to pursue the matter to arbitration.

24.3.1 **Step 1:**

- a. The employee will informally discuss the grievance with their principal or immediate supervisor.
- b. If the grievance is not resolved at the time of the Step 1a informal discussion, it shall be reduced to writing and submitted to the Employee Relations Department with a copy to the principal or supervisor. The written grievance shall set forth the nature of the grievance, the specific facts giving rise to the grievance, the specific provisions of this Agreement allegedly violated, and the specific remedy sought. The written grievance must be submitted within twenty (20) working days after the event giving rise to the grievance.
- c. Within five (5) workdays after submission of the written grievance, the Employee Relations Department shall answer the grievance in writing.

24.3.2 **Step 2:**

- a. If the grievance has not been resolved within ten (10) workdays of the Employee Relations Department answer, the union may request a meeting to discuss the grievance.

### 24.3.3 Step 3:

- a. **Referral to Arbitration:** If the grievance is not resolved in Step 2 or if no agreement is reached as a result of the mediation conference, the grievant or the grievant's representative may refer the matter to arbitration. Any request for arbitration shall be in writing and must be received by the other party within ten (10) workdays following receipt by the Union of the Board of Education's written reply to the grievance.
- b. **Selection of Arbitrator:** The Board of Education and the grievant or the grievant's representative may select a mutually acceptable arbitrator. If not able to do so, the grievant or the grievant's representative may request a list of seven (7) names of qualified arbitrators from the Bureau of Mediation Services, State of Minnesota. The Board of Education and the grievant or the grievant's representative shall determine who is to strike the first name from the list by the toss of a coin. Each party will then alternately strike names until only one remains, who shall be the arbitrator who shall hear and decide the grievance. The arbitrator shall not have the power to modify in any form whatsoever any provision of this Agreement. Fees and expenses of the arbitrator shall be divided equally between the Board of Education and the grievant or the grievant's representative.
- c. **Mediation.** At any time prior to the submission of a grievance to arbitration as referenced above, the parties may mutually agree to utilize the assistance of the Bureau of Mediation Services (BMS) to attempt to mediate a resolution to the grievance.
- d. **Limitations on Arbitral Authority:**
  - The arbitrator shall not have the power to modify, ignore, add to or subtract from, any provision of this Agreement but shall make a final and binding decision.
  - The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by the School District, and then shall proceed to hearing of the evidence and testimony on the grievance, if the matter withstands the arbitrability challenge.
  - The arbitrator shall consider and decide only the issue(s) submitted by the parties, and shall have no authority to render a decision not so submitted. The arbitrator's Decision shall be rendered in writing within thirty (30) days after the close of the hearing or after submission of written briefs, whichever is later.
- e. **Fees and Expenses:**
  - Fees and expenses of the arbitrator shall be divided equally between the District and the grievant or the grievant's representative.
  - Hearing Transcript: If either party desires a transcript of the proceedings, it may cause such a record to be made, provided it pays all cost associated therewith. If both parties desire a transcript of the proceedings, the costs shall be shared equally.

## Severability Clause

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### 24.4 Time Limitations:

- 24.4.1 The time limitations set forth herein relating to the time for filing a grievance and demand for arbitration shall be mandatory. Failure to follow said limitations shall result in the grievance being waived and it shall not be submitted to arbitration.
- 24.4.2 In the event the Board of Education does not reply to the grievance as required in Step 2, and the time limits contained therein are not extended by mutual consent, the grievance shall be referred to the next step. The time limitations provided herein may be extended by mutual written agreement of the Board of Education and the grievant and the grievant's representative.

- 24.5 **Processing of Grievances during Normal Workday:** Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows: 1) the number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or 2) if the number of persons participating on behalf of the public employer is less than three, three employees may still participate in the proceedings without loss of wages.

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## Article 25 Severability Clause

If any provision of this contract or any application of this contract to any member of the unit or group of members in the unit shall be found contrary to state or federal law, then this provision or application shall be deemed invalid, except to the extent permitted by law, and the parties shall renegotiate the said provision to the extent permitted by federal or state law. All other provisions hereof shall continue in full force and effect. T

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## Article 26 Non-Discrimination

- 26.1 **Equal Application of Contract Provisions:** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, gender identity, marital status, race, color, creed, national origin, religious affiliation, political affiliation, disability, affectional orientation, or receipt of public assistance.
- a. Any form created by the District that requires employees to designate gender will allow options for female, male, non-binary, or other designations.
- 26.2 **Union Participation:** The Employer agrees not to interfere with the rights of the employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity officially sanctioned by this contract on behalf of the Union.

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## Article 27 Complete Agreement

- 27.1 **Effect:** This Agreement constitutes the full and complete agreement between the Board of Education and the Union. The provisions herein relating to hours of employment, compensation and fringe benefits supersede any and all prior agreements between the Board of Education and the Union. It is expressly understood and agreed by the Board

## Duration of Agreement

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of Education and the Union that in the event of a conflict between any provision of this Agreement and any Civil Service rule or regulation, this Agreement shall prevail.

- 27.2 **Finality:** Any matters relating to the current contract terms, whether or not referred to in this Agreement shall not be open for negotiation during the term of this Agreement except by mutual agreement.

## Article 28 Duration of Agreement

This agreement shall be in force and effect for twenty-four months from July 1, 2021, and ending June 30, 2023, and shall continue in full force and effect thereafter, unless written notice of desire to change or modify the Agreement is served by either party upon the other party sixty (60) days prior to the 30<sup>th</sup> day of June, 2023.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on this 10<sup>th</sup> day of May, 2021.

**FOR THE DISTRICT:**

  
Kim Ellison (Sep 16, 2022 16:19 CDT)

Kim Ellison, Chairperson  
Board of Education

**FOR THE DISTRICT:**

  
Candra Bennett 9.16.2022  
Senior Human Resources Officer

**FOR THE UNION**



Shaun Laden, President  
Minneapolis Federation of Teachers,  
Educational Support Specialists

**FOR THE UNION**

  
Ma-Riah Roberson-Moody (Sep 15, 2022 11:24 CDT)

Ma-Riah Roberson-Moody  
Lead Contract Negotiator  
Minneapolis Federation of Teachers,  
Educational Support Specialists

  
Katrinka Zackery (Sep 15, 2022 14:16 CDT)

Katrinka Zackery  
Lead Contract Negotiator  
Minneapolis Federation of Teachers,  
Educational Support Specialists

**APPROVED**  
**May 10, 2022**  
**Board of Education Meeting**

Appendix A Salary Schedule, July 1, 2021 to June 30, 2022

	Step					
Position	1	2	3	4	5	6
<b>Group A</b> <ul style="list-style-type: none"> <li>School Success Program Assistant</li> <li>ESP Mentor</li> <li>ESP Resident</li> </ul>	27.33	28.20	29.08	29.91	30.82	32.64
<b>Group B</b> <ul style="list-style-type: none"> <li>Avid Assistant, Lead</li> <li>Avid Assistant</li> <li>Educational Sign Language Interpreter</li> <li>Intervener</li> <li>Occupational Therapy Assistant</li> <li>Physical Therapy Assistant</li> <li>Site Coordinator, Gear Up</li> <li>Speech Language Pathology Assistant</li> </ul>	24.43	25.03	25.66	26.30	26.95	28.48
<b>Group C</b> <ul style="list-style-type: none"> <li>Associate Educator</li> <li>Special Education Assistant</li> <li>Bilingual Program Assistant</li> <li>Education Assistant</li> <li>Family and Community Liaison</li> <li>Family Learning Child Care Worker</li> </ul>	21.87	22.59	23.35	24.14	24.88	26.05
<b>Group D</b> <ul style="list-style-type: none"> <li>Mpls Kids Child Care Assistant</li> <li>Family Learn. Ass't Child Care Worker</li> <li>Family Learning Child Care Helper</li> </ul>	16.69	17.38	18.04	18.77	19.39	20.29

Appendix A Salary Schedule, July 1, 2022 to June 30, 2023

	Step					
Position	1	2	3	4	5	6
<b>Group A</b> <ul style="list-style-type: none"> <li>School Success Program Assistant</li> <li>ESP Mentor</li> <li>ESP Resident</li> </ul>	28.42	29.33	30.24	31.11	32.05	33.94
<b>Group B</b> <ul style="list-style-type: none"> <li>Avid Assistant, Lead</li> <li>Avid Assistant</li> <li>Educational Sign Language Interpreter</li> <li>Intervener</li> <li>Occupational Therapy Assistant</li> <li>Physical Therapy Assistant</li> <li>Site Coordinator, Gear Up</li> <li>Speech Language Pathology Assistant</li> </ul>	25.41	26.03	26.68	27.35	28.02	29.61
<b>Group C</b> <ul style="list-style-type: none"> <li>Associate Educator</li> <li>Special Education Assistant</li> <li>Bilingual Program Assistant</li> <li>Education Assistant</li> <li>Family and Community Liaison</li> <li>Family Learning Child Care Worker</li> </ul>	23.91	24.51	25.12	25.75	26.39	27.07
<b>Group D</b> <ul style="list-style-type: none"> <li>Mpls Kids Child Care Assistant</li> <li>Family Learn. Ass't Child Care Worker</li> <li>Family Learning Child Care Helper</li> </ul>	18.02	18.77	19.48	20.27	20.94	21.92

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## APPENDIX B Best Practices

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### MEMORANDUM OF AGREEMENT JOINT LABOR MANAGEMENT COMMITTEE BEST PRACTICES



The following is a Memorandum of Agreement between Minneapolis Public Schools, Special School District #1 (hereafter "District"), and the Minneapolis Federation of Educational Support Professionals Local #59 (hereafter "Union").

**WHEREAS**, the District and the Union jointly believe that Educational Support Professionals are key stakeholders and integral team members in the delivery of instruction and other student related activities, and their input/feedback informs District planning and serves as a driver for our refinement and improvement; and

**WHEREAS**, the District and the Union jointly discussed issues related to Educational Support Professionals access to information and resources, opportunities for professional development and teaming, and the communication of and adherence to reasonable work rules and procedures; and

**WHEREAS**, the District and the Union wish to support the District in the alignment of the Educational Support Professionals work with the District's goals for student achievement, as well as support and recognize what the Educational Support Professionals bring to the District;

**THEREFORE**, the parties hereto, acting through their respective agents in the contract negotiations process for the 2019-2021 contract years do agree that:

They will jointly establish a labor-management committee to address the role of Educational Support Professionals, methods for building the capacity of Educational Support Professionals, ways to improve Educational Support Professionals access to resources and build equity within the system.

The committee will be charged specifically with making recommendations that address the establishment and communication of best practices by looking at skills, processes, solutions, including, but not limited to:

- A study and possible consolidation of classifications represented by the Union and pay parity of said classifications (with recommendations brought forward for 2021-2023 successor negotiations);
- ESP access to IEPs, 504 plans, and Behavior Intervention Plans; and
- Differentiated Special Education professional development for ESP working with students receiving Special Education Services.

To the extent that this Memorandum of Agreement is a deviation from the terms of the contract it shall not form the basis for any precedent that may be cited for any grievance concerning alleged violation of the contract; and

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This Memorandum of Agreement will be construed and interpreted in accordance with the laws of the State of Minnesota; and

The parties of this Memorandum agree and acknowledge that this Memorandum of Agreement shall be considered to have been drafted equally by both parties.

**For the District:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

*CONNERY*

*ER Associate, Senior*

*12/2/2016.*

**For the Union:**

*[Signature]*

*11-15-16*

## Appendix C Sick Leave Pool Partial Amnesty



MEMORANDUM OF AGREEMENT  
between  
MINNEAPOLIS FEDERATION OF TEACHERS  
**EDUCATIONAL SUPPORT PROFESSIONALS**  
and  
MINNEAPOLIS PUBLIC SCHOOLS

**SICK LEAVE POOL PARTIAL AMNESTY**

This Memorandum of Agreement is made and entered into between Minneapolis Public Schools, Special School District No. 1 (District) and the Minneapolis Federation of Teachers and Educational Support Professionals (MFT-ESP), Local 59.

**WHEREAS**, there are many Educational Support Professional members who have not joined the sick leave pool in the past and cannot make the sick leave contributions required by Section 10.5.3 in order to join at the beginning of the 2022-2023 school year.

**THEREFORE**, the District and MFT-ESP, Local 59, agree as follows:

1. Educational Support Professionals may join the pool by contributing the amount of sick leave as specified in number two (2) of this Memorandum of Agreement; and
2. The ESP must contribute 50% of the sick leave that, absent this Memorandum of Agreement, would be required pursuant to Section 10.5.3 of the collective bargaining agreement; and
3. The ESP must meet the qualifications for use pursuant to Article 10.5.2 in the collective bargaining agreement; and
4. An ESP choosing to join must do so between the dates of September 1, 2022 through October 1, 2022; and
5. ESPs joining the sick leave pool during this time period may not use sick leave from the sick leave pool for the first time until after April 1, 2023; and
6. This memorandum of Agreement will be in effect until June 30, 2023

**BE IT FURTHER UNDERSTOOD AND AGREED THAT** to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2021-23 MFT-ESP Collective Bargaining Agreement between the District and the Union, it shall not form the basis of any precedent that may be cited by any Educational Support Professional in any grievance that may be filed other than the enforcement of this MOA.

**FOR THE DISTRICT:**

  
Candra Bennett 7/27/22  
Senior Human Resources Officer

**FOR THE UNION:**

  
Catina Taylor (Jul 18, 2022 13:45 CDT)  
Catina Taylor, President  
Minneapolis Federation of Teachers –  
Educational Support Professionals

Appendix D Community Partnership Schools – Advisory Committee

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MINNEAPOLIS  
PUBLIC SCHOOLS  
Urban Education. Global Citizens.

Memorandum of Agreement  
COMMUNITY PARTNERSHIP SCHOOLS



**COMMUNITY PARTNERSHIP SCHOOLS – ADVISORY COMMITTEE**

**WHEREAS**, Minneapolis Public Schools, Special District No. 1 (District) and the Minneapolis Federation of Teachers ESP, Local 59 (Union) have entered into a collective bargaining agreement; and

**WHEREAS**, the District will be creating Community Partnership Schools in collaboration with teachers and the community; and

**WHEREAS**, the District recognizes the value of Educational Support Professionals in the role of student learning;

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. That the union will select two (2) representatives to sit on the Community Partnership Schools Advisory Committee in an advisory capacity.
2. That these members will have the opportunity to offer input into any recommendations made to the Superintendent and the School Board by the Committee.
3. That the ESP members will be paid for the time spent in connection with participation in the Community Partnership School Advisory Committee.

All other terms and conditions of employment contained in the collective bargaining agreement shall remain in effect.

**FOR THE DISTRICT:**

DATE: 12/2/2016

**FOR THE UNION:**

DATE: 11-15-16

### Additional Information

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*Information contained in this Information Section outline policies, procedure and pertinent information of the Board of Education, which were discussed with the exclusive representative of the Minneapolis Federation of Teachers, Educational Support Professionals, Local 59 bargaining unit, but are not a part of the negotiated agreement.*

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#### 1. Americans with Disabilities Act (ADA)

- a. **Disability Accommodations.** The District will confer with the union regarding the issue of accommodation for employees that come under the guidelines of ADA, or current employees that have been injured while in the line of duty, and who have permanent restrictions and cannot return to their assigned positions.

#### 2. Modified Duty Assignments

- a. **Temporary Restricted Duty:** Any employee of the Board of Education who has work restrictions verified by a physician may be placed temporarily into vacancies which meet the restrictions determined by the physician or the employee's qualified rehabilitation counselor (QRC).
- b. **Salary:** Employees assigned under the provisions of this section shall be paid the salary of the position into which they are detailed as defined in Article 13.3 of the collective bargaining agreement. Eligible employees will receive worker's compensation benefits to meet the statutory requirements.
- c. **Return to Previously Held Classification:** When an employee is determined fit for return to duty to the previously held classification, the employee will be placed permanently according to the provisions of the applicable collective bargaining agreement or civil service rules if the contract is silent.

#### 3. Job Study and Reclassification

- a. **Definition:** When a job is reclassified as a result of gradual change over a period of time in the kind, responsibilities or difficulty of the work performed in a position to a classification providing a higher maximum salary, no vacancy shall deem to have been created.
  - 1) **Incumbent Employee:** Upon reclassification the incumbent employee may be appointed to the reclassification position, provided the incumbent is a permanent employee and worked in the existing position for a minimum of nine (9) months.
  - 2) **Non-Permanent Employee:** If an employee is classified as an intermittent or detailed employee the position must be posted for promotional transfer for members of this bargaining unit before it can be filled through other procedures.
  - 3) **Salary upon Reclassification:** The salary of the reclassified employee shall be as defined in Article 13. This provision does not apply to the classification of the Associate Educator.
- b. **Reclassification of a group of Employees:** When a group of individuals in a classification is reclassified as a result of gradual changes over a period of time in the kind, responsibility, or difficulty of the work performed in a position to a classification providing a higher maximum salary, no vacancies shall be deemed to have been created.
  - 1) **Eligibility for Reclassification:** Upon reclassification, the incumbent employees shall be appointed to the reclassified positions if the incumbents have been in the

## Additional Information

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existing positions for a minimum of nine (9) months as permanent employees provided that if any incumbents are classified as intermittent or detailed employees, the position(s) must be posted.

- 2) **Seniority and Anniversary Dates:** The employee's classification seniority date and anniversary date for step increases shall be determined by the date the completed job study request was submitted to Human Resources.
- c. **Reclassification of Entire Job Classification:** In the event that an entire job classification is reclassified as a result of gradual changes over a period of time in the kind, responsibility, or difficulty of work performed to a classification providing a higher maximum salary, no vacancies shall be deemed to have been created.
  - 1) **Incumbent Employees:** Upon reclassification, permanent incumbent employees shall be appointed to the reclassified positions. In the event that minimum requirements for the position change, incumbents on probation may be required to meet the new requirements within a period of time mutually agreed to by the District and the Union. Individual positions held by incumbents classified as intermittent or detailed employees must be posted.
  - 2) **Salary upon Reclassification:** The salary of reclassified employees shall be as defined in Article 13.
  - 3) **Seniority and Anniversary Dates:** The classification seniority date for reclassified employees shall remain the same as that held prior to reclassification. The anniversary date for reclassified employees shall be set based on the date the completed job study request is submitted to Human Resources.
- d. **Denial of Reclassification – Appeal Process:** If the reclassification is denied, the employee has the right to appeal the decision. The appeals committee will review the job study and make a final determination. If the decision is upheld, the employee must wait 18 months before requesting another job study. Another job study may be considered sooner if the supervisor can show a substantial change in the position since the last job study.
- e. **Appeal process for inclusion in job study:** If an individual employee is not included in a job study, to which they feel they should have been included, said employee may submit a written request to be included in the original job study. Said employee must submit verification that they met the qualifications of the upgrade at the time of the original job study. The employee's classification seniority date and anniversary date for step increases shall be determined by the date the completed job study request for the group was submitted to Human Resources.

## 4. Illness, Injury and Safety Leave

- a. Pursuant to MN Statute 181.9413, employees may use accumulated sick leave benefits for absences due to an illness of, injury to or a safety leave for the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent for reasonable periods of time as the employee's attendance may be necessary and on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.
- b. Safety Leave: assistance to the employee or assistance to the relatives of an employee for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. (MN Statute 181.9413).

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- c. The District may limit the use of safety leave or personal sick leave benefits provided by the District for absences due to illness of, injury to or for a safety leave for relatives as outlined above, to no less than one-hundred sixty (160) hours in any twelve (12) month period. This does not apply to the illness or injury of a child, as defined by MN Statute 181.940, subdivision 4.

### 5. Job Description Summaries

The Board of Education of Special School District No. 1 and the Minneapolis Federation of Educational Support Professionals, Local 59, through their respective committees, have met and conferred on topics in addition to those topics contained in the collective bargaining Agreement between the parties.

The parties have agreed that the information contained in this addendum is placed here for the convenience of the employees and their supervisors. Full job descriptions are available on the Human Resources website (Total Compensation\Compensation)

Positions covered by the Agreement between the Board of Education and Local 59 are generally described as follows:

- **ASSOCIATE EDUCATOR:** Under general supervision, assists students in school classrooms with educational programs and assignments, provides assistance to Teachers as directed, and assists students with after-school and special education programs, and special events. **Education/Requirements:** AA degree or completion of 90 quarter or 60 semester college credits (required) in Education, Child Development, Behavioral Sciences; or educational area related to position assignment; AND two (2) years of professional experience working with children; OR an equivalent combination of education, training and experience as determined by Human Resources.
- **AVID ASSISTANT.** Under general supervision, facilitate and coach small groups of students who are engaged in academic problem-solving; facilitate peer learning and instruction. **Education/Requirements:** AA degree or completion of 90 quarter or 60 semester college credits (required) in Education, Child Development, Behavioral Sciences; or educational area related to position assignment OR an equivalent combination of education, training and experience as determined by Human Resources.
- **AVID ASSISTANT, LEAD:** Under general supervision, facilitate and coach small groups of students who are engaged in academic problem-solving; facilitate peer learning and instruction; collaborate with AVID Teacher and AVID Coordinator to assist with implementation of AVID program at school site, including recruitment/retention of AVID students, assist with program organization and special events. **Educational/Requirements:** AA degree or completion of 90 quarter or 60 semester college credits (required) in Education, Child Development, Behavioral Sciences; or educational area related to position assignment and two (2) years' experience working in an educational setting; OR an equivalent combination of education, training and experience as determined by Human Resources. Must be hired as an AVID Assistant at site.
- **BILINGUAL PROGRAM ASSISTANT:** Under general supervision, assists MPS staff as an interpreter to facilitate the provision of health, education and other services to non-English speaking and bilingual community members and facilitate the integration of students and classes. **Education Requirements:** AA degree or completion of 90 quarter or 60 semester college credits (required) in Education, Child Development, Behavioral Sciences; or educational area related to position assignment; AND two (2) years of professional experience in translation and interpretation of verbal and written English and a designated foreign language; OR an equivalent combination of education, training and experience as determined by Human Resources. Experience working with children is preferred.

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- **CHILD CARE ASSISTANT:** Under general supervision, assists MPS program staff and school personnel with educational programs, planned activities, supervising children, maintaining classroom and play environments, sanitary and safety checks and procedures, parent communication and program records. **Education/Requirements:** Associate's Degree in child development or a directly related field; and one (1) year of paid experience working with children; OR an equivalent combination of education, training and experience as determined by Human Resources.
  - **COMMUNITY SCHOOL COORDINATOR:** Under general supervision, develops and administers MPS Community Education Programs (CEP) and facility-use programs to meet the education, recreation and social needs of the community; develops programs according to market trends, community issues, defined needs and available resources. **Education/Requirements:** Bachelor's Degree in Education, Social Sciences, Public Administration or a related field; AND two (2) years of experience working in public education support programs; OR an equivalent combination of education, training and experience as determined by Human Resources.  
  
Effective December 9, 2018, this position will be assigned to the Association of Minneapolis District Professional Employees (AMP) bargaining unit.
  - **EDUCATIONAL ASSISTANT:** Under general supervision, assists MPS staff and school personnel in a variety of school functions and locations aligned with The Standards of Effective Instructional Support for Educational Assistants. **Education/Requirements:** AA degree or completion of 90 quarter or 60 semester college credits (required) in Education, Child Development, Behavioral Sciences; or educational area related to position assignment; AND one (1) year of professional experience working with children; OR an equivalent combination of education, training and experience as determined by Human Resources. Associate's Degree in Education or Child Development is preferred.
  - **EDUCATIONAL SIGN LANGUAGE INTERPRETER:** Under general supervision, provides sign language interpreting/transliterating services for deaf/hard of hearing; assists with instruction in the classroom under the direction of licensed teachers. **Education/Requirements:** Bachelor's degree in interpreter/transliterating program, education or related field; AND two (2) years of experience working with students; OR an equivalent combination of education, training and experience as determined by Human Resources.
  - **ESP MENTOR:** Under general supervision, supports and accelerates the professional learning and development of new and experienced ESPs to increase instructional support skills and student learning. **Education/Requirements:** Sixty (60) credits of college-level coursework in Education or related field; AND three (3) years of experience working with students, teachers, and administrators; OR an equivalent combination of education, training, and experience as determined by Human Resources.
- FAMILY and COMMUNITY LIAISON:** Under general supervision, acts as a liaison between the school, families, and communities; coordinates volunteer and family programs. **Education/Requirements:** High school diploma or equivalent; AND two (2) years of academic support experience; OR an equivalent combination of education, training, and experience as determined by Human Resources.
- **FAMILY LEARNING CHILD CARE HELPER:** Under close supervision, assists MPS program staff and school personnel with child care programs for children of MPS student parents; assists teachers with planned activities, supervising and feeding children, and cleaning duties. **Education/Requirements:** High School diploma or GED equivalent; AND some experience

## Additional Information

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working with children; OR an equivalent combination of education, training and experience as determined by Human Resources.

- **FAMILY LEARNING ASSISTANT CHILD CARE WORKER:** Under general supervision, assists MPS program staff and school personnel with child care programs for children of MPS student parents; supervises children, maintains classroom and play environments, performs sanitary and safety checks, and assists with parent communication and program records.  
**Education/Requirements:** High School diploma or GED equivalent; AND one (1) year of paid experience working with children; OR an equivalent combination of education, training and experience as determined by Human Resources. College courses in Early Childhood Education are preferred.
- **FAMILY LEARNING CHILD CARE WORKER:** Under general supervision, assists MPS program staff and school personnel with child care programs for children of MPS student parents; leads child care and educational programs, plans activities, supervises children, coordinates parent communication and maintains program records.  
**Education/Requirements:** Associate's Degree in Child Development, Education or a related field; AND two (2) years of paid experience working with children that meets Minnesota Child Care Licensing Guidelines; OR an equivalent combination of education, training and experience as determined by Human Resources.
- **INTERVENER:** Under general supervision, provides critical connections for Deaf/Blind students to other people and the environment; opens channels of communication between the child and others, provides access to information, and facilitates opportunities for learning and development. **Education/Requirements:** Associate's Degree in education or a closely related field; AND two (2) years of work experience as a paraprofessional for special needs students or as a personal care assistant; OR an equivalent combination of education, training and experience as determined by Human Resources.
- **OCCUPATIONAL THERAPIST ASSISTANT:** Under general supervision of an Occupational Therapist, provides occupational therapy treatments and procedures for special education students at MPS facilities. **Education/Requirements:** Associate's Degree in OTA; AND one (1) year of COTA experience; OR an equivalent combination of education, training and experience as determined by Human Resources.
- **PARENT LIAISON:** Under general supervision, acts as a liaison between the schools and parents; coordinates volunteer and parent programs. **Education/Requirements:** High school diploma or equivalent; AND two (2) years of academic support experience; OR an equivalent combination of education, training and experience as determined by Human Resources.
- **PHYSICAL THERAPIST ASSISTANT:** Under general supervision of a Licensed Physical Therapist, performs physical therapy treatments and procedures for students at MPS facilities.  
**Education/Requirements:** Associate's Degree in PTA; AND one (1) year of PTA experience; OR an equivalent combination of education, training and experience as determined by Human Resources.
- **SCHOOL SUCCESS PROGRAM ASSISTANT:** Under general supervision, works directly and collaboratively with administrators, school site staff, parents, students, and community service providers to develop comprehensive and inclusive strategies that promote student achievement and school attendance. **Education/Requirements:** Bachelor's Degree in Education, Social Service, Psychology, or a related field; AND three (3) years of demonstrated educational support experience in an urban educational environment, including group facilitation and conflict resolution; OR an equivalent combination of education, training and experience as determined by Human Resources.

## Additional Information

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- **SITE COORDINATOR, GEAR UP.** Under general supervision, coordinates with the Program Manager to implement GEAR UP activities for students, parents, and staff.  
**Education/Requirements:** Bachelor's Degree preferably in Education, Social Sciences, or related field; AND two (2) years of professional experience in middle or high school organizations and/or college admissions or transitions from high school; OR an equivalent combination of education, training and experience as determined by Human Resources.
- **SITE COORDINATOR, MINNEAPOLIS KIDS:** The Site Coordinator is responsible to the Program Manager for the overall program operation at a childcare location before and after-school and on school release/vacation days. The Site Coordinator provides leadership for Assistant Child Care Workers, substitutes, as well as volunteers, at each location.  
**Education/Requirements:** Ability to meet Minnesota State Department of Welfare Center licensing requirements for "teachers." This requirement is the equivalent of a Bachelor's degree including or supplemented by child development courses coursework and work experience with school age children OR state certificate as an elementary or secondary teacher OR equivalent combination of training and experience.
- **SPECIAL EDUCATION ASSISTANT:** Under general supervision, provides a variety of services to assist students with special needs in a learning environment; assists MPS staff to develop and implement appropriate individualization lessons and activities for students with disabilities; helps students to meet their therapy and education goals.  
**Education/Requirements:** Associate's Degree in education or a closely related field; AND two (2) years of paid experience working with children; OR an equivalent combination of education, training and experience as determined by Human Resources. Associate's Degree in Education or Child Development is preferred.
- **SPEECH LANGUAGE PATHOLOGY ASSISTANT:** Under general supervision, provides direct and indirect speech therapy services to students with IEP Communication needs (i.e., students with the MDE Disability Designations of Articulation Disorder, Language Disorder, Fluency Disorder, Voice Disorder). **Education/Requirements:** Associate's Degree in Communication Disorders and Sciences or a related field; AND one (1) year of speech language pathology assistant experience; OR an equivalent combination of education, training, and experience as determined by Human Resources.

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