2025-2027
Collective Bargaining Agreement

Between

THE MINNEAPOLIS FEDERATION OF EDUCATORS, LOCAL 59
EDUCATIONAL SUPPORT PROFESSIONALS

And

MINNEAPOLIS PUBLIC SCHOOLS
Special School District No. 1
Minneapolis, Minnesota

An Equal Opportunity School District

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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District Negotiating Committee

Alicia Miller	**Senior Human Resources Officer**
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Jerry Gibson	**Human Resources Business Partner**
Dante Steward	**Financial Analyst**

UNION NEGOTIATING COMMITTEE

Lead Negotiators:

Lizz Done	TOSA PAR Mentor	PAR Mentors	Teacher
Nate Hart-Andersen	Adult Education	Adult Education	Teacher
Katrinka Zackery	School Success Program Assistant	Camden	ESP

Negotiating Committee Members:

Kristen Albinson	Reserve Teacher	Stadium View	Teacher
Nat Anderson-Lippert	Organizing Director		MFE
Anna Ashcroft	School Nurse	Andersen/HRS	Teacher
Kristen Bledsoe	Admin/Executive Assistant		MFE
Andrew Bradford	English	Franklin	Teacher
Christina Brantner	Music Therapist	Transition Plus	Teacher
Tracy Byrd	English	Washburn	Teacher
Kate Ditter	English Secondary Language	Waite Park	Teacher
Natasha Dockter	District Program Facilitator	Teacher Development	Teacher
Tiffany Doherty	Math	Anwatin	Teacher
Daniel Dorff	Special Education Assistant	Riverbend	ESP
Megan Duncan	Counselor	Hall, Cityview	Teacher
Shannyn Fagerstrom	Social Worker	Mona Moede, Stadium View	Teacher
Theo Freier	Adult Education	Adult Education	Teacher
Jill Hartmann	Science	Edison	Teacher
Meaghan Harvey	Special Education (SERT)	Riverbend	Teacher
Mikel Herb	Special Education Assistant	Sanford	ESP
Joshua Hermerding	English Secondary Language	Lucy Laney	Teacher
Alicia Hokanson	Special Education	Wilder ECSE	Teacher
Jane Hornsby	Social Studies	Northeast	Teacher
Marcia Howard	President		MFE
Elizabeth Ihde	Special Education Assistant	Camden	ESP
Bonita Jones	Business Agent - ESP		Education MN
Ashley Kemp	English	Roosevelt	Teacher
Brit Leanos	Associate Educator	Washburn	ESP
Mike Leiter	Business Agent - Teachers		MFE
Michelle Loomans	Elementary	Armatage	Teacher
Kristi Main	Library Media Specialist	Armatage, MPS Online 6-12	Teacher
Mary Manor	English	Washburn	Teacher
Catherine McDonnell-Forney	Associate Educator	Dowling	ESP
Cindy Morgan	School Success Program Assistant	Adult Education	ESP
Ashley Penney	Elementary	Pillsbury	Teacher
Emma Peterson	Special Education	Sullivan	Teacher
Samuel Quincy	Social Studies	Ella Baker	Teacher
Timothy Ray	Special Education Assistant	Southwest	ESP
Benjamin Robinson	Special Education Assistant	Barton	ESP
Jose Rodriguez	Special Education (SERT)	Windom	Teacher
Kate Ryan	Preschool	Lyndale	Teacher
Caitlin Samuels	Social Worker	Windom	Teacher
Kimberly Shelton	Math	Anthony	Teacher
Jane Swatosh	Business Agent - Teachers		MFE
Theresa Tauer	School Nurse	Health Services	Teacher
Catina Taylor	President		ESP
Treasure Thoreson	Special Education (DCD-MM)	Hmong IA	Teacher
Daniel Troccoli	Social Studies	Justice Page	Teacher
Aaron Vizenor-Hammerly	Social Studies	Edison	Teacher

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AGREEMENT

Article 1 Definition of Agreement

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

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):
- Behavior Resource
- Bilingual
- Community Resource
- Interpreter for Hearing Impaired
- Media Resource
- PDP Mentor
- Title I Computer Resource
- Transportation Resource
- Truancy

Avid Assistant
Avid Assistant, Lead
Bilingual Program Assistant
Certified Occupational Therapist Asst.
Certified Physical Therapist Assistant
Child Care Assistant
Educational Assistant
Educational Sign Language Interpreter
ESP Mentor
ESP Resident, Special Education
Family and Community Liaison
Family Learning Child Care Helper
Family Learning Asst. Child Care Worker
Family Learning Child Care Worker
Intervener
School Success Program Assistant
Site Coordinator, GEAR UP
Special Education Assistant
(with the following class options):
- RIS
- SEA Cadre

Speech Language Pathology Assistant

Discontinued Titles:

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

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

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.

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, MFE, 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 15.7 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 an initial one hundred thirty (130) working day probationary period to be considered for a voluntary transfer.

3.9.3 **Associate Educator Re-Hire:**

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.

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

3.9.5 **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 15.7.1.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.

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. 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:**

4.5.1 **Right of Review:** In accordance with Minnesota Statute, ESP shall have the right to examine the contents of their personnel file, provided that they submit a request in accordance with District policy.

4.5.2 **Data Practices:** The inclusion, classification, and release of data contained in a personnel file shall be governed by the Minnesota Government Data Practices Act.

4.5.3 **Discipline:** Discipline shall be placed in an employee's personnel file only after it has reached final disposition. ESP shall have the right to submit a written response to any disciplinary material. Such response shall be attached to and become part of the personnel file, to the extent permitted by law. If there is no recurrence of misconduct after one year, the employee may request that such material related to the changes be removed from the employee's personnel file. The determination to remove such materials is the sole discretion of the school district.

4.5.4 **Grievance Materials:** Official grievances filed by the exclusive representative under the grievance procedure shall not be placed in the personnel file of any ESP

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 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.

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 **Inherent 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 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 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.

5.4.4 The Board of Education will provide for leaves of absence without pay to elected officers or appointed representatives of Local 59.

5.4.5 The Board of Education shall allow business agents of Local 59 to meet with Local 59 members during lunch and break periods.

5.4.6 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.

Article 6 Professional Development

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.

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 15.7, 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.

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 15.7.

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
- criteria for reflection on work

Professional Development

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.

Belief Statements About Students And Learning

- 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

- 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

- 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

- 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 Educators, 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

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.

6.7.2 The Committee will initially meet quarterly, unless mutually agreed. 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.

6.9 **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 Educators 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, 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:

MFE 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 MFE-ESP member. MFE Teacher member and District representative. The MFE-ESP and MFE Teacher co-chairs will be appointed by each respective chapter of MFE. 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 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. MFE 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.

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.

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).

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.

Article 8 Holidays and School Breaks

8.1 **Holidays:** All permanent ESP shall receive holiday pay for the number of hours they are assigned and work each day provided they are in a paid status the regularly scheduled workday before and after the holiday. Paid holidays shall be defined as::

- Labor Day
- New Year's Eve

- Thanksgiving Day
- The Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day

8.2 **Holidays, Extended School Year:** ESP working the regularly scheduled workday before and the regularly scheduled work day after Juneteenth and/or Independence Day shall be paid for their daily hours worked on those respective holiday(s)

8.3 **School Breaks:** Effective July 1, 2026, Education Support Professionals working the standard 41 or 42-week calendar shall receive full pay for 14 non-duty days, used first on MEA break (3 days), winter break (6 days), and spring break (5 days), based on their regular base assignment, provided the employee is in paid status on the scheduled workday immediately preceding and immediately following each respective break. If the above breaks do not total 14 days, the requisite number of break day(s) not used may be used on other non-duty days (teacher record keeping, etc.).

Article 9 Leaves of Absence

9.1 **General:**

9.1.1 **Leave Request and Approval:** Except as otherwise provided in this Agreement, or as required by law, 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. The appropriate Leave of Absence Request form is available online at the Human Resources page of the MPS website (www.mpschools.org).

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. **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 approved leave. Any employee absent without approved leave may 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:** 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.

9.2.2 **Return from Leave - Medical:** Employees returning from a medical 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, at least five (5) business days in advance of their return date.

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 **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 parent, sibling, 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, parent-in-law, child-in-law, sibling-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 any immediate or extended family, as defined above. 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.

9.3.2 **Illness, Injury, and Safety Leave**

a. Employees are allowed to use accrued sick leave benefits for absences due to an illness of, or injury to, the employee's family members or their annually designated individual, pursuant to MN Statute 177.50

9.3.3 **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.

9.3.4 **Jury Duty and Court Appearance:** After due notice to the employer, including requisite documentation, an employee who is required to serve as a juror or subpoenaed to serve as a witness not themselves being party to the proceedings, shall be granted leave at their regular rate of pay for the period the court requires their absence from work. Such employees, so compensated, may keep payments made by the court for requisite expenses such as travel or parking, but shall not be eligible to retain their jury duty pay or witness fees and shall return any such pay received over to the employer. If an employee is excused from court service prior to the end of the work shift they shall be required to return to work if directed

by their supervisor, except in the case where less than (2) hours of their regularly scheduled shift shall remain.

9.3.5 **Religious and Cultural Observances**: One (1) day per calendar year may be used for religious or cultural observances when school is in session. Such leave shall not be charged to vacation, sick, or compensatory time.

9.3.6 **Personal Leave**:

a. Three (3) non-cumulative personal leave days per year (pro-rated based on FTE) may be used and shall be granted to conduct business or activities that cannot be scheduled on non-duty days and are not covered by other leave provisions. These days shall be deducted from the employee's accrued sick leave.

b. Personal leave days shall be granted according to the following guidelines, except in cases of extenuating circumstances:

1) Employees shall provide notification to the administrator of the absence at least three (3) duty days prior to the absence.

2) Use of personal leave following MEA, winter, spring break, or a contractually designated holiday shall require pre-approval from the building administrator.

9.3.7 **Pregnancy and Parenting Leave**:

Pregnancy and parenting leave may be taken pursuant to the state Pregnancy and Parental Leave Act, the federal Family and Medical Leave Act (FMLA), and effective January 1, 2026, the state Family Medical Leave Act (FMLA), Accrued sick leave may be used for all or part of the leave.

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

a. Disciplinary Action: Chemical dependency shall not be accepted as a sole cause for disciplinary action.

9.3.9 **Workers Compensation Leave:** 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 receipt. All leave of absence requests shall be given reasonable consideration by the Employer.

c. **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".

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.

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.

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:**

a. **Use of Sick Leave:** Educational Support Professionals employed during the summer will be allowed to use sick leave for all hours assigned and worked during the summer assignment.

b. **Accrual of Sick Leave Hours:** As required by the Minneapolis and Minnesota Earned Sick and Safe Time laws, sick time accrues for all hours worked, encompassing overtime, bus aide duties, and summer school hours, ensuring compliance with or surpassing the specified legal benchmarks. In the event of a repeal or amendment of the law, this provision will be revised to harmonize with the prevailing local, state, or federal legislation.

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. 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 1st 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 1st 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 1st 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 31st, the District shall notify participants by their District email.

2) If notice of the amount of benefit is determined after May 31st, 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 30th 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 1st 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 1st may convert up to 60 hours at their hourly rate of pay at the time the deposit is made to their Deferred Compensation Account.

Article 11 Vacation Leave and Personal Days

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.

11.1.3 **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.

11.1.4 **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.

11.1.5 **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.

11.1.6 **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.

11.2 **Vacation Accrual**

11.2.1 **Vacation Accruals – Less Than 52-Week Employees:** Effective July 1, 2026, vacation entitlement shall consist of paid leave days accrued based on hours worked as outlined below

- **Years 0–7:** Vacation shall accrue at a rate of .011 per hour worked.
- **Beginning Year 8:** Accrual shall increase to .0165 per hour worked.
- **Beginning Year 16:** Accrual shall increase to .022 per hour worked.
- **Beginning Year 21:** Accrual shall increase to .0275 per hour worked.

Employees shall make a reasonable effort to use vacation during the year in which it is accrued, however, vacation may be cumulative and may accrue up to and including eight (8) days. In the event vacation is not used, it shall be carried over to the following year if it does not exceed eight (8) days. If the number of accrued vacation days exceeds the maximum, the employee shall be paid for all excess days at the end of the fiscal year.

11.2.2 **Vacation Accruals – 52-week employees:** Effective July 1, 2026, vacation entitlement shall consist of paid leave days accrued based on hours worked, as outlined below.

- **Years 0–7:** Vacation shall accrue at a rate of .0462 per hour worked, not to exceed twelve (12) working days per year.
- **Beginning Year 8:** Accrual shall increase to .0615 per hour worked, not to exceed sixteen (16) working days per year.
- **Beginning Year 16:** Accrual shall increase to .0808 per hour worked, not to exceed twenty-one (21) working days per year.
- **Beginning Year 21:** Accrual shall increase to .1000 per hour worked, not to exceed twenty-six (26) working days per year.

Employees shall make a reasonable effort to use vacation during the year in which it is accrued however, vacation may be cumulative and may accrue up to and including twenty-six (26) days. In the event vacation is not used, it shall be carried over to the following year if it does not exceed twenty-six (26) days. If the number of accrued vacation days exceeds the maximum, the employee shall be paid for all excess days at the end of the fiscal year.

11.2.3 **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 11.2.5.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.

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.

11.2.4 **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.

11.2.5 **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 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.

11.3 **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.

11.4 **Personal Days:** Three (3) non-cumulative personal days per year (pro-rated based on FTE) may be used and shall be granted to conduct business or activities that cannot be scheduled on non-duty days and are not covered by other leave provisions. These days shall be deducted from the employee's accrued sick leave.

11.4.1 Personal days shall be granted according to the following guidelines, except in cases of extenuating circumstances:

a. Employees shall provide notification to the administrator of the absence at least three (3) duty days prior to the absence.

b. Use of personal leave following MEA, winter, spring break, or a contractually designated holiday shall require pre-approval from the building administrator.

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

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

13.1.1 **Wage Schedule Improvements:**

Year One

- No cost of living adjustment.
- $750 lump sum for all ESP with less than ten years of service, $1,250 for 10-19 years of service, and $1,750 for ESP with 20+ years of service, provided the ESP is in a paid and active status as of December 1, 2025. Longevity shall be calculated using the December 1st date.
- $1,000 lump sum for all ESP with more than eight years of service, provided the ESP is in a paid and active status as of December 1, 2025. Longevity shall be calculated using the December 1st date.

Year Two

- Effective July 1, 2026, 3.0% cost of living adjustment (COLA) to the salary schedule
- $1,000 lump sum for all ESP with more than eight years of service, provided the ESP is in a paid and active status as of December 1, 2026. Longevity shall be calculated using the December 1st date.

13.2 **Salary Progression:**

13.2.1 **Step Movement:**

a. Effective July 1, 2025, eligible ESP members shall receive annual automatic step increases.

b. **Eligibility:** To be eligible for a step increase in a given job classification, an employee must have worked one hundred ten (110) calendar days in the classification in the school year preceding the fiscal year during which steps

are being awarded. Days worked in summer school shall not count towards step advancement.

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 **Longevity Pay**

Effective July 1, 2025, employees shall qualify for the following amounts on July 1st of the fiscal year in which they will have completed the years of service listed below.

- 10 years of service: $0.50 per hour
- 15 years of service: $1.00 per hour
- 20 years of service: $1.50 per hour
- 25 years of service: 2.25 per hour
- 30 years of service: $3.25 per hour
- 35 years of service: $4.50 per hour
- 40 years of service: $5.00 per hour

13.4 **Salary upon Demotion and Layoff:** When an employee is demoted into a classification with a lower salary range, salary shall be set at the step of the new classification which is closest to, but not below, the previous salary rate paid to the employee in the classification from which they demoted.

13.5 **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.

13.6 **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.

13.6.1 **Overtime**: **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.

13.7 **Breaks**:

13.7.1 **Four-Hour Work Day:** Educational Support Professionals who work four (4) hours per day shall have a paid fifteen (15) minute break during the work day worked out with and agreed upon by the supervisor and employee.

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.

Article 14 Group Insurance Benefits

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.

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.

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 January1, 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 advisor.

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 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). 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.

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 **Non-Student Contact Time – Salary Schedule Group C**: Beginning with the 2026-2027 school year all Educational Support Professionals in Group C assigned to brick-and-mortar school sites, whose regular daily assignment is the duration of the student contact day, shall receive fifteen (15) minutes of time during the regular duty day to complete non-student facing tasks related to their role and assigned by their site administrator which might include, but is not limited to:

- Third-party billing
- Lesson planning with case manager
- Review of Individualized Education Plans (IEPs), Behavior Intervention Plan (BIPs), Functional Behavioral Assessment (FBAs), etc.
- Data collection analysis, documentation, and preparation

- Professional development
- Classroom material preparation
- Student problem solving/progress monitoring
- Connect with general education teachers regarding inclusion

The additional fifteen minutes shall be scheduled by the site administrator.

15.5 **Reduction in Hours/Reduction in Force:** A reduction in hours shall be considered a reduction in force as defined in Article 19.

15.6 **Bus Duty Hours:**

15.6.1 **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.

15.6.2 **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.

15.6.3 **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.

Not Part of Regular Assignment: Hours worked in a bus aide assignment shall not be considered part of an Educational Support Professional's regular annual assignment and shall not confer rights to placement, recall, or layoff under Article 19. However, effective January 1, 2026, such hours shall be eligible for accrual of sick leave and vacation. Vacation, personal leave, and critical illness and death leave may be applied to bus duty hours provided such leave is concurrently used for the employee's regular duty hours on the same workday.

15.7 **Work Year.**

15.7.1 **Annual Work Year Calendar:**

a. **Description:** Annually no later than the last duty-day, the Superintendent shall issue an Education Support Professionals calendar and a Minneapolis Kids specific calendar for the next school year.

b. **Information Included:** The calendars shall include the number of duty days, starting and ending dates of the duty year, and the dates of non-duty days and holidays, as well as non-student contact days, staff development days, and other relevant calendar information.

c. **Definition of Normal Work Year:** The student contact days of the school year combined with the information contained in this calendar shall define the normal work year for Educational Support Professionals.

d. **The Summer School Calendar** will be posted at the time of summer school job postings.

Article 16 Seniority

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.

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. The District shall endeavor to post and permanently fill positions before a temporary assignment is made.

17.2.2 **District Website:** Individual position postings can be accessed by bargaining unit employees on a continual basis as positions become available through the District website

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. 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 15.7.1.c) 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.

Article 18 Summer School

18.1 **Posting:** Summer school positions will be posted online at 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.

18.2.3 **No additional benefits** shall apply or be earned beyond those provided for in the employee's 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

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 1st of each year.

Unless notified to the contrary by the principal or site coordinator prior to May 31st, 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:

a. Apply for other posted positions for which they meet the requirements by following the formal application process.

b. 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:

a. All temporary employees shall be terminated before a reduction can occur.

b. Special Education Assistants in the citywide program at this site will be canvassed in seniority order giving them the option to be excessed.

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.

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.

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.

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 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 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 weeks 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 15th. Employees will have until April 30th 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.

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 employees 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 employee each semester.

19.15.3 **Reduction in Force:** Each employee will have a basic assignment no less than twenty (20) hours per week. If a reduction in force is needed, the least senior person shall be excessed. The excess shall be implemented at the end of , if necessary.

19.15.4 **Overtime:** Overtime is paid based on a forty (40) hour work week.

Article 20 Special Education

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.

20.3.7 Employees holding the position of Special Education Assistant (SEA) Cadre may make one mid-year transfer.

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

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.

21.2 **Deferred Compensation:** Severance pay shall be disbursed 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.

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.

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.

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.

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.

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.

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 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, 2025, and ending June 30, 2027, 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 30th day of June, 2027.

IN WITNESS WHEREOF, the parties hereto have executed this contract on this 9th day of December 2025.

APPROVED
December 9, 2025
Board of Education Meeting

FOR THE DISTRICT:

Collin Beachy (Sep 21, 2026 17:05:08 CDT)

Collin Beachy, Chairperson
Board of Education

Alicia Miller (Sep 10, 2026 09:26:52 CDT)

Alicia Miller
Senior Human Resources Officer

FOR THE UNION:

Catina Taylor
Catina Taylor (Sep 4, 2026 10:02:50 CDT)

Catina Taylor, President
Minneapolis Federation of Educators
Educational Support Specialists

Katrinka Zackery
Katrinka Zackery (Sep 10, 2026 07:23:42 CDT)

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

Appendix A Salary Schedule, July 1, 2025 to June 30, 2026

Position	Step 1	2	3	4	5	6
Group A • School Success Program Assistant • ESP Mentor • ESP Resident	31.34	32.35	33.34	34.31	35.35	37.42
Group B • Avid Assistant, Lead • Avid Assistant • Educational Sign Language Interpreter • Intervener • Occupational Therapy Assistant • Physical Therapy Assistant • Site Coordinator, Gear Up • Speech Language Pathology Assistant	28.02	28.71	29.42	30.16	30.90	32.65
Group C • Associate Educator • Special Education Assistant • Bilingual Program Assistant • Education Assistant • Family and Community Liaison • Family Learning Child Care Worker	26.37	27.03	27.70	28.39	29.10	29.85
Group D • Mpls Kids Child Care Assistant • Family Learn. Ass't Child Care Worker • Family Learning Child Care Helper	19.88	20.71	21.48	22.36	23.09	24.17

Appendix A Salary Schedule, July 1, 2026 to June 30, 2027

Position	Step 1	2	3	4	5	6
Group A • School Success Program Assistant • ESP Mentor • ESP Resident	32.29	33.33	34.35	35.43	36.42	38.55
Group B • Avid Assistant, Lead • Avid Assistant • Educational Sign Language Interpreter • Intervener • Occupational Therapy Assistant • Physical Therapy Assistant • Site Coordinator, Gear Up • Speech Language Pathology Assistant	28.87	29.58	30.31	31.07	31.83	33.63
Group C • Associate Educator • Special Education Assistant • Bilingual Program Assistant • Education Assistant • Family and Community Liaison • Family Learning Child Care Worker	27.17	27.85	28.54	29.25	29.98	30.75
Group D • Mpls Kids Child Care Assistant • Family Learn. Ass't Child Care Worker • Family Learning Child Care Helper	20.48	21.34	22.13	23.04	23.79	24.90

Appendix C Memoranda of Understanding

Best Practices

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

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: 12/2/2016.

For the Union:

_____

_____

11-15-16

Sick Leave Pool Partial Amnesty

This Memorandum of Agreement ("MOA") is entered into by and between Minneapolis Public Schools ("District") and the Minneapolis Federation of Educators, Local 59 – Education Support Professionals (ESP) chapter ("Union"), collectively referred to as "the Parties."

WHEREAS, there are many ESP who have not previously joined the sick leave pool and, therefore, are unable to make the contributions required by Section 10.5.3 of the collective bargaining agreement that are required to enroll at the beginning of the 2026–2027 school year,

NOW, THEREFORE, BE IT RESOLVED:

1. ESP 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 3, 2026 through October 2, 2026; 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, 2027; and
6. This Memorandum of Agreement will be in effect until June 30, 2027.

BE IT FURTHER RESOLVED, to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2025-2027 Collective Bargaining Agreement between the District and the Union, it shall not set precedent nor form the basis of any grievance that may be filed concerning any alleged violation of the contract.

FOR THE DISTRICT:

Alicia Miller (Dec 15, 2025 10:01:19 CST) Dec 15, 2025

Alicia Miller
Senior Human Resources Officer

FOR THE UNION:

Catina Taylor (Dec 12, 2025 11:21:46 HST) Dec 12, 2025

Catina Neal Taylor, President
Minneapolis Federation of Educators
Educational Support Professionals

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 Educators 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

Recall for Impacted Educators

This Memorandum of Agreement ("MOA") is entered into by and between Minneapolis Public Schools ("District") and the Minneapolis Federation of Educators, Local 59 (“Union”) for inclusion in the Adult Education, Birth -22, and Education Support Professionals (ESP) contracts collectively referred to as "the Parties."

NOW, THEREFORE, BE IT RESOLVED:

1. **Recall Rights for Educators**: In the event that an educator becomes ineligible for continued employment for reasons other than performance issues, misconduct concerns, issues related to licensure and/or qualifications required for the position, conviction of a crime, and/or violation of District policy, the District shall place the teacher on a recall list for up to two (2) years from the date of incident.

    a. If the educator becomes eligible for re-employment within that two-year period, MPS shall reinstate the educator to their former position, if vacant, provided the teacher is licensed and qualified.
    b. If the former position is unavailable, the District shall reinstate the educator to a substantially similar vacant bargaining unit position for which the teacher is licensed and qualified.
    c. Reinstatement shall include restoration of prior seniority and placement on the salary schedule as if the educator had not been separated.

2. **Educator Responsibilities for Recall Eligibility**: To remain eligible for reinstatement, the educator must:

    a. Notify the Division of Human Resources of their renewed eligibility for employment, including submission of any necessary documentation.
    b. Maintain current contact information, including phone number and mailing address, with Human Resources.

3. **Recall Notification Procedure**

    a. Upon renewal of work eligibility, the District shall make reasonable efforts to place the educator in a vacant position for which the educator is qualified and appropriately licensed. If no such position is immediately available, the District shall notify the educator by phone when a suitable vacancy arises.
    b. The District shall first attempt to notify the educator of a vacant position by phone. The educator shall have until the end of the following business day to accept or decline the position.
    c. If the educator does not respond in the aforementioned timeline, a certified letter shall be sent to the last known mailing address.
    d. The educator shall have seven (7) calendar days from the date of postmark of the certified letter to respond and accept the offer.
    e. Failure to respond or to accept the position within the timeline outlined above shall result in the forfeiture of recall rights.

4. Training. The District shall provide an annual training to educators on Board Resolution 2025-0017.

BE IT FURTHER RESOLVED, to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2025-2027 Collective Bargaining Agreement between the District and the Union, it shall not set precedent nor form the basis of any grievance that may be filed concerning any alleged violation of the contract.

This Memorandum of Agreement shall expire on June 30, 2027.

FOR THE DISTRICT:

Alicia Miller [Dec 12, 2025 11:45:31 CST] Dec 12, 2025

Alicia Miller
Senior Human Resources Officer

FOR THE UNION:

Marcia Howard [Dec 12, 2025 11:35:45 CST] Dec 12, 2025

Marcia Howard, President
Minneapolis Federation of Educators

Joint Labor-Management Training Sessions

This Memorandum of Agreement ("MOA") is entered into by and between Minneapolis Public Schools ("District") and the Minneapolis Federation of Educators, Local 59 (“Union”) for inclusion in the Adult Education, Birth -22, and Education Support Professionals (ESP) contracts collectively referred to as "the Parties."

WHEREAS, the District and Union recognize the importance of fostering positive working relationships to enhance school operations and support staff; and

WHEREAS, joint training sessions can promote a shared understanding of issues affecting both labor and management, enhance collaboration, and strengthen communication between the Parties;

WHEREAS, the Parties agree that trainings should be purposeful, relevant, and respectful of participants’ time and responsibilities;

THEREFORE, BE IT RESOLVED THAT:

1. The Parties shall collaboratively develop the agendas, presentation materials, and content for two (2) annual labor-management training sessions of no more than 90 minutes, one in the fall and the second in the winter. These sessions shall be jointly presented by the District and Union in person one afternoon at the start of the school year designated for preparation in the fall and one additional afternoon in the winter held outside of the regular duty day.

2. Required attendees include principals or assistant principals (at least one per building), Human Resources Business Partners, administrative personnel from Adult Education, and MFE59 stewards—specifically, at least one (1) representative from each building from both the Birth to 22 and ESP chapters. Excused absences from these training sessions shall not be subject to the grievance procedure.
    a. Attendance shall be recorded. Teachers shall not receive additional compensation for attendance. Educational Support Professionals (ESPs) shall record their hours worked and shall be compensated at their regular hourly rate for their attendance. The Union shall reimburse the District for the full cost of compensation paid to ESPs for their attendance at the training session.

3. The first Fall Training Session may include but shall not be limited to:
    a. Rights and responsibilities under the Public Employment Labor Relations Act (PELRA);
    b. Effective problem-solving related to discrepancies in contract language;
    c. The grievance process and resolution pathways;
    d. The Professional Development Plan (PDP) process; and
    e. Attendance expectations and related contract provisions.

4. The first Winter Training Session may include but shall not be limited to:
    a. Licensure requirements and their impact on rehire decisions
    b. Roles and responsibilities of site-based budget committees
    c. Procedures for staffing reductions and employee transfers
    d. The rehire process for probationary employees

5. Following the initial Fall and Winter training sessions, future sessions shall build upon prior content and evolve in response to the stability of both the steward and principal pools, as well as emerging needs. This approach ensures that training remains progressive, responsive, and fosters continuity and depth over time. Session development shall align with the guidelines outlined in items #6–8 below.

6. To develop the training agendas, presentation materials, and content, the District and the Unions shall hold joint planning meetings at least once per month, one-hour in length, unless otherwise mutually agreed, continuing until the training materials are fully drafted and approved by both Parties.

7. Planning meetings shall include no more than six (6) representatives from each Party.
   a. District representatives may include staff from Human Resources and the Office of the Deputy Superintendent.
   b. Union representatives may include designated leadership and staff familiar with contract language and member needs.

8. These planning meetings shall be collaborative in nature and focused on identifying relevant topics, refining content, and setting clear objectives for each training session.

BE IT FURTHER RESOLVED, to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2025-2027 Collective Bargaining Agreement between the District and the Union, it shall not set precedent nor form the basis of any grievance that may be filed concerning any alleged violation of the contract.

This Memorandum of Agreement shall expire on June 30, 2027.

FOR THE DISTRICT:

Alicia Miller (Dec 15, 2025 10:02:09 CST) Dec 15, 2025

Alicia Miller
Senior Human Resources Officer

FOR THE UNION:

Catina Taylor (Dec 12, 2025 11:24:04 HST) Dec 12, 2025

Catina Neal Taylor, President
Minneapolis Federation of Teachers
Educational Support Professionals

Annual Staff Survey, Exit Surveys, and Data Review

This Memorandum of Agreement ("MOA") is entered into by and between Minneapolis Public Schools ("District") and the Minneapolis Federation of Educators, Local 59 (“Union”) for inclusion in the Adult Education, Birth -22, and Education Support Professionals (ESP) contracts collectively referred to as "the Parties."

Whereas, the District and the Union are committed to improving staff retention, understanding the reasons behind voluntary separations, and supporting healthy school environments;

Whereas, stay and exit survey data can provide valuable insights into patterns of employee attrition, workplace climate, and areas for organizational improvement;

THEREFORE, BE IT RESOLVED THAT:

1. **Annual Staff Survey:** The District and Union shall collaborate to develop an annual staff survey tool to be electronically shared with all teachers or ESP. If mutual agreement cannot be reached, the District reserves the right to finalize and administer the survey to ensure its completion.
   a. The survey shall be administered annually during January during a two-calendar week window. Participation shall be voluntary but encouraged to ensure comprehensive feedback.
2. **Exit Survey:** The District and Union shall collaborate to develop an exit survey. The exit survey shall be electronic and automatically sent to any teachers or ESP who submit a formal separation form through the District’s Human Resources system. If mutual agreement cannot be reached, the District reserves the right to finalize the survey based on the points of agreement reached, and may supplement the survey as needed to support the District’s retention goals and improve staff retention efforts.
3. **Survey Content:** The surveys shall be designed to identify trends in key areas such as workplace climate, professional relationships, and other relevant factors that can inform District staff retention strategies.
4. **Data Review Meeting:** The District and the Union shall convene two annual meetings, not to exceed two hours in length, to review exit survey data and Annual Staff Survey data. When possible, this data shall be aggregated by site and de-identified. The committee shall consist of eight members—four appointed by the Superintendent or their designee, and four appointed by the Union Presidents.
   a. **Semester-Based Data Review:** In March, the District and Union shall convene to review annual survey and exit survey data. For teachers and ESP supporting Birth to 22 students, this shall be a review of first semester data. For teachers supporting learners in Adult Education, this shall be a review of first trimester data.
   b. **Annual Data Review:** In August, the District and Union shall convene to review annual staff survey and exit survey data. For all teachers and ESP, this shall be a review of the prior year’s data.

5. **Data Review Process:** A summary report shall be shared with the committee at least one calendar week prior to the scheduled meetings, for the purpose of identifying overarching themes and trends. Discussions during these meetings shall focus on systemic issues; individual personnel matters are not appropriate and shall not be discussed.
6. **Data Access:** Survey data shall be considered District data and shall be handled in accordance with applicable state laws governing data classification, access, and protection.

BE IT FURTHER RESOLVED, to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2025-2027 Collective Bargaining Agreements between the District and the Union, it shall not set precedent nor form the basis of any grievance that may be filed concerning any alleged violation of the contract.

This Memorandum of Agreement shall expire on June 30, 2027.

FOR THE DISTRICT:

Alicia Miller (Dec 15, 2025 10:02:09 CST) Dec 15, 2025

Alicia Miller
Senior Human Resources Officer

FOR THE UNION:

Catina Taylor (Dec 12, 2025 11:24:04 HST) Dec 12, 2025

Catina Neal Taylor, President
Minneapolis Federation of Teachers
Educational Support Professionals

Appendix D Additional Information

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 Educators, Educational Support Professionals, Local 59 bargaining unit, but are not a part of the negotiated agreement.

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 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

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).

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.

- **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/transliterator 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

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.

- **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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