



**THE MINNEAPOLIS FEDERATION OF EDUCATION SUPPORT  
PROFESSIONALS, LOCAL #59**

**AND**

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

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

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# AGREEMENT

## ARTICLE I. Definition of Agreement

**A. 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/Education 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 II. Exclusive Representation

**A.** The Board of Education recognizes Local 59 as the certified exclusive representative for all Education 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:

Aide to the Principal	Educational Assistant*Assistant Child Care
Associate Educator	Worker*
(with the following class options):	Child Care Helper
• Behavior Resource	Child Care Worker
• Bilingual	Health Educator II
• Community Resource	Instructional Technology Assistant*
• Interpreter for Hearing Impaired	Instructional Technology Support Specialist
• Media Resource	Minneapolis Kids Child Care Assistant*
• PDP Mentor	Minneapolis Kids Site Coordinator
• Special Education Bilingual	Program Aide*
• Title I Computer Resource	School Community Liaison*
• Transportation Resource	School Success Program Assistant
• Truancy	Special Education Assistant
Bilingual Program Assistant	(with the following class options):
Certified Occupational Therapist Asst	• Bilingual
Certified Physical Therapist Assistant	Transportation Resource Assistant
Community School Coordinator*	

\*Consolidated position, as defined in Article XIII, Section D, effective July 1, 2006.

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

**B.** The Board of Education agrees that Local 59 is the exclusive representative for all personnel defined in Section A 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.

**C.** 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 II, Section A, shall be referred to the Bureau of Mediation Services for determination.

### **ARTICLE III. Definitions**

- A. EMPLOYEE.** "Employee" shall mean any person who holds a position in the appropriate unit as defined in ARTICLE II of this agreement.
- B. EDUCATION SUPPORT PROFESSIONAL.** Classified employees of Special School District No. 1, who are permanent employees, represented by the Education Support Professional Chapter, MFT, Local 59 and included within the bargaining unit as certified by the Director of the Bureau of Mediation Services.
- C. 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
- D. SUPERINTENDENT.** Superintendent shall mean the Superintendent of Schools or a designated representative.
- E. DAYS.** Days shall mean employee workdays, except where otherwise designated.
- F. CONTRACT YEAR.** The contract year for positions in this unit is twelve (12) calendar months from July 1 through June 30.
- G. 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 XV, Section F.
- H. 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.
- I. 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.

**Initial Employment.** Probationary employees are "at will" employees. An Education Support Professionals whose performance is unsatisfactory may be released at the discretion of the employer during the first one hundred and thirty days worked. The employee shall be notified of his or her probationary release by the appropriate administrator. Probationary release shall not be subject to the grievance procedure by either the union or the employee.

All Education Support Professionals must complete a one hundred and thirty (130) day probationary period to be considered for a voluntary transfer.

**For Benefits.** Only employees who work twenty (20) or more hours per week are eligible for sick and vacation benefits after a completion of a one hundred thirty (130 days worked) day probationary period. Benefits are accrued during this period, but cannot be used until completion of probation.

Education Support Professionals who work less than twenty (20) hours per week and have their hours increased or who transfer voluntarily to a position of twenty (20) hours or more per week must serve a one hundred and thirty (130 days worked) day probationary period in the position with benefit eligible hours before becoming eligible for sick and vacation benefits.

**Promotional Probation.** Permanent Education Support Professional who obtain a promotion to a new classification must complete a probationary period of sixty-five (65) days worked to be certified to the new position. (see Article XVII, section D, Promotion)

- J. **CERTIFICATION.** The process of sending out to the requisitioning department the names of persons from the eligible list who are certified as qualified.
- K. **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.

- L. **DETAIL.** The temporary assignment of current employees to different job classes other than their status class.
- M. **ANNIVERSARY DATE AND SENIORITY DATE.** see Article XVI., Sections A & B.
- N. Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

#### **ARTICLE IV. Rights and Obligations of Employees**

- A. **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.
- B. **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.
- C. **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.
- D. **REPRESENTATION FEE:** Local 59 shall have the right to request and be granted payroll deductions from the earnings of unit members who are not full dues paying members of the Federation; a fair-share fee for every individual from whom the deduction is made, for services

rendered by the Federation pursuant to PELRA. The District will remit the deducted amounts to the Federation within the payroll period covered by the paycheck from which the deduction is made.

**E. REMITTANCE OF DUES DEDUCTION.** The Board of Education agrees to remit the total dues deduction for each pay period together with an itemized statement.

**F. OPEN PERSONNEL FILES.** Education Support Professionals shall have the right to examine their personnel files subject to the following conditions:

1. A personnel file is defined to include the file maintained in the Human Resources Department, the payroll history file and health insurance and life insurance files maintained in the Finance Department and any other data maintained anywhere else under District control that is deemed to be public data or private data on individuals as defined in the Government Data Practices Act.
2. An Education Support Professional, upon written request, (as outlined in the procedure established for this purpose) to the Human Resources Department, may examine the contents of her/his personnel file. A member of the professional staff of the Human Resources Department will share with the Education Support Professional in a personal conference all materials in the employee's file. Material to be placed in an Education Support Professional's personnel file will be held by the originator for ten (10) days. An Education Support Professional may request a conference with the writer within this time period. The Education Support Professional shall have the right to submit a response to any report or evaluation; such a response will be attached to and become part of the Education Support Professional's personnel file. An Education Support Professional may be permitted to reproduce at his/her expense any contents of her/his personnel file. The school district may destroy such file as provided by law. Official grievances filed by any Education Support Professional under the grievance procedure shall not be placed in the personnel file of the employee; nor shall such a grievance be utilized in personnel assignment. Any person who examines an Education Support Professional's personnel file shall be recorded as having examined said file, which record shall become a permanent part of an employee's personnel file, unless the Education Support Professional chooses to have such record expunged. Members of the Human Resources and Finance Departments shall be exempt from this provision.
3. Information, except that which is part of an ongoing investigation, that has not been disclosed to an employee prior to a disciplinary action cannot be used against the employee. However, this paragraph shall not be interpreted to expand the rights of pre-hearing discovery beyond those provided by law.
4. Information gained as a result of an investigation into a complaint received about an employee will be shared with that employee as allowed by the Data Privacy Law prior to a disciplinary action. Information gained as a result of an investigation is not included in an employee's personnel file, but rather the documents related to the final action.
5. If there is no reoccurrence of misconduct after one year, the employee may request that such material relating to the charges be removed from the employee's personnel file. The determination to remove such materials is the sole discretion of the school district. Charges that are not investigated or substantiated shall not be placed in the employee's personnel file.

**G. 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.

## **ARTICLE V. Board of Education's Rights and Obligations**

**A. 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.

### **B. INHERIT MANAGERIAL POLICY:**

6. 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.
7. 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.
8. 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.

**C. 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.

### **D. MANAGEMENT OBLIGATIONS:**

1.
  - A) 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. 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.
  - B) The Board of Education will allow, during working hours on the employers premises or site designated by the employer and without loss of pay, the president or the president's designee to attend meetings including but not limited to negotiating meetings and labor management meetings.
2. 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 Education Support Professionals Chapter Local 59 for the purpose of conducting the duties of Education 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.

3. The Board of Education will provide for leaves of absence without pay to elected officers or appointed representatives of Local 59.
4. The Board of Education shall allow business agents of Local 59 to meet with Local 59 members during lunch and break periods.
5. 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.
6. When an Education Support Professional is required to participate in work related activities the employee shall be paid her/his regular rate of pay.

## **ARTICLE VI. Professional Development**

Professional development is a process by which Education 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.

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.

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, Education 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, Education Support Professionals need ongoing professional development, as do all members of the educational community.

### **A. COMPENSATION FOR STAFF DEVELOPMENT AND REQUIRED JOB RELATED TRAINING**

1. **Staff Development.** When an Education Support Professional participates in staff development and/or school leadership activities, i.e. site-based management team, the Education Support Professional shall be paid her/his 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 corresponding rate.

EA Staff Development Presenting/Prep (Site Based)	\$22.42
Hourly Leadership Rate/Prep (District Wide)	\$27.52

**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. However, this section does not apply to the required forty (40) hours of training for Special Education Assistants or the twenty (20) hours of continuing education units required for maintaining current CPI, CPR, and first aid certification. If such training is during the employee's regular work day, they may attend without loss of salary.

**B. PROFESSIONAL DEVELOPMENT FOR NEW EDUCATION SUPPORT PROFESSIONALS.**

Effective July 1, 2003, newly hired Education Support Professionals shall receive an initial orientation and training related to their work with students, and their awareness of district and state policies, that shall be in compliance with the Minnesota statutory provisions, (120B.363, Sec. 10, Subd 3).

**C. ON-GOING PROFESSIONAL DEVELOPMENT FOR ALL EDUCATION SUPPORT PROFESSIONALS.**

The school district and the union jointly agree to the following assumptions that support the access of all Education Support Professionals to annual district wide or school site(s) specific professional development activities:

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

Successful professional development is focused on student learning and achievement.

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.

Attendance at staff development activities, as directed by the employee's administrator, is mandatory. All Education Support Professionals must participate in staff development activities on designated days. There will be no access to use of accumulated vacation leave on these days, Employees may use accumulated sick leave for purposes of illness. Sick leave shall be granted as outlined in Article X.-Sick Leave; and shall be subject to approval and verification by the District. The District may require the employee to furnish a report from a recognized physical or mental authority attesting to the necessity of the leave.

The instructional community is responsible for collegial and professional growth and support, and the union and the district will jointly assist school sites 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.

Education Support Professionals will be provided three (3) paid professional development days annually for the duration of this agreement. In addition, please see Article XV, Section F, Work Year.

The District currently budgets for student contact and non-student contact days. The non-student contact days budgeted for members of this bargaining unit by the District may be used by the site for professional development (e.g. PDP, site-specific training, approved workshops, in-services) or other work as defined by the site.

**D. STANDARDS OF EFFECTIVE INSTRUCTIONAL SUPPORT FOR EDUCATION SUPPORT PROFESSIONALS.** In our continuing effort to increase student achievement, the Education Support Professionals Joint Labor Management Committee has adapted the Minneapolis Public School's Standards of Effective Instructional Support to guide the practices of Education 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

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 Education 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.
- Education 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.
- Education Support Professionals collaboratively plan and implement instruction designed to accommodate student differences.

### **Standard 2**

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

### **Standard 3**

- Teachers provide feedback to students and parents/families regarding their learning.
- Education 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.
- Education 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.
- Education 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.
- Education 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.
- Education Support Professionals implement instruction in ways that encourage student learning.

## **Standard 1**

### **TEACHERS ACCOMMODATE STUDENT DIFFERENCES WHEN THEY PLAN FOR INSTRUCTION**

### **EDUCATION 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 her/himself

- follow the instructional plan and seek clarification and directions as needed

## Standard 2

### **TEACHERS ARE ACTIVE LEARNERS AS PART OF A SCHOOL COMMUNITY**

#### **EDUCATION 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**

#### **EDUCATION 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**

### **EDUCATION SUPPORT PROFESSIONALS CONTINUOUSLY THINK SYSTEMATICALLY ABOUT THEIR PRACTICE TO IMPROVE THEIR EFFECTIVENESS**

#### EDUCATION 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**

### **EDUCATION SUPPORT PROFESSIONALS SUPPORT TEACHERS IN CREATING CLASSROOMS IN WHICH STUDENTS WANT TO LEARN, DO LEARN AND BECOME RESPONSIBLE FOR THEIR OWN LEARNING**

#### EDUCATION 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**

#### **EDUCATION SUPPORT PROFESSIONALS SUPPORT LESSONS AND LEARNING ENVIRONMENTS THAT ARE STRUCTURED SO THAT STUDENTS CAN RELATE WHAT THEY KNOW TO NEW INFORMATION AND SITUATIONS**

##### EDUCATION 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**

#### **EDUCATION SUPPORT PROFESSIONALS IMPLEMENT INSTRUCTION IN WAYS THAT ENCOURAGE STUDENT LEARNING**

Education 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

**E. PROFESSIONAL DEVELOPMENT PLAN.** The Minneapolis Federation of Teachers, Education Support Professionals Chapter and the Minneapolis Public Schools have elected to use the Professional Development Plan (PDP) to support and enhance the performance of Education 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 Education 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 Education 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 Education Support Professionals" is provided as a guide for Education 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 Education Support Professionals.

**F. CAREER DEVELOPMENT.** The District and the union are committed to providing opportunities and appropriate incentives when feasible for current Education 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 Education Support Professionals who wish to become teachers. It is hoped that many of the Education Support Professionals recruited to pursue careers as teachers will represent the diversity in the Education Support Professionals bargaining group and the students of the school district.

In an effort to promote career development for Education Support Professionals, Minneapolis Public Schools will continue to provide, for Education 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 XIV B: (1) Health Coverage, (2) Life Insurance, and (3) Dental Insurance.

Those Education 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.

Also, in an effort to promote career development for Education Support Professionals, the Minneapolis Federation of Teachers, Local 59, has amended its contract, Article VII, Basic Salaries and Rates of Pay, Section D, Subdivision 9, to state:

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

**ARTICLE VII. Communication**

- A. 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.
- B.** Any issues discussed at such meetings, as designated in A, and upon which mutual agreement is reached will be committed to writing and posted when appropriate.
- C. PUBLICATION AND DISTRIBUTION OF AGREEMENT.** Any agreements reached related to terms and conditions of employment as a result of the processes provided for in PELRA shall be incorporated in an appropriately designed document, a copy of which shall be available on the district's Employee Relations website, ([www.mpls.k12.mn.us](http://www.mpls.k12.mn.us)).
- D.** 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 VIII. Holidays**

All permanent employees represented by this bargaining unit are eligible for holiday pay for the number of hours they are assigned and work each day. Employees will receive holiday pay if the employee is paid for their regularly scheduled workday prior to the holiday. The holidays:

Thanksgiving day and following Friday,	A day designated by the employer for observance
December 24 <sup>th</sup>	of Martin Luther King's birthday
December 25 <sup>th</sup>	Presidential Holiday
December 31 <sup>st</sup>	Memorial Day
January 1 <sup>st</sup>	Independence Day
	Labor Day

Independence Day shall be a paid holiday for those employees who are paid for day(s) worked during the week containing Independence Day.

Labor Day shall be a paid holiday for those employees who are paid for day(s) worked during the week containing Labor Day.

Non-duty paid holidays are: December 24<sup>th</sup>, December 25<sup>th</sup>, December 31<sup>st</sup>, January 1<sup>st</sup>.

**ARTICLE IX. Leaves of Absence**

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

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.

Deductions from leave accumulations for an employee on leave with pay shall be made on a work shift basis. Accrual of vacation leave and sick leave benefits during the period of leave of absence with pay shall continue. If an employee is granted leave without pay, he/she will not be credited with vacation or sick leave accruals for the period of leave without pay with the exception of approved military leave.

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.

No leave of absence without pay shall be granted for the purpose of accepting other employment outside the District.

Any absence of an employee from scheduled duty that has not been previously authorized by the Employer may be deemed an absence without leave. Any employee absent without leave will be subject to disciplinary action, and any employee absent without leave for three (3) consecutive days may be deemed to have resigned her/his 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.

**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 XIV, 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.

**B. RETURN FROM LEAVE.** Prior to returning from a leave of absence, the employee must indicate their intent to return to the district by submitting the designated form(s) (available online at [www.mpls.k12.mn.us](http://www.mpls.k12.mn.us)). If returning from a leave of six or more months, employees shall submit the designated form indicating their intent to return to the district no later than March 15 of the school year preceding the school year they intend to return. An employee on an approved leave of absence is required to receive authorization from Human Resources for an extension.

All employees returning from a leave shall submit the designated form(s) directly to the Human Resources Department. If returning from a leave of six months or less, the form(s) shall first be signed by the principal/supervisor. Employees returning from a medical or maternity leave shall submit the designated form(s) indicating their intent to return to work, along with the appropriate form(s) from their physician indicating that they have medical clearance to return to work.

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:

1. 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
2. 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
3. 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.

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.

### **C. LEAVES WITH PAY**

Paid leaves of absence under this section shall not exceed the employee's work schedule.

Authorization for or denial of a requested leave of absence with pay of more than ten (10) working days duration shall be furnished to the employee in writing by the Employer within seven (7) working days of its receipt. All leave of absence requests shall be given reasonable consideration by the Employer.

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

No leave of absence with pay shall be granted for the purpose of accepting other employment outside the District.

#### **1. CRITICAL ILLNESS OR DEATH IN FAMILY:**

- A) DEATH IN FAMILY. Employees may be granted a leave of absence for up to five (5) days in the event of the death of the employee's mother, father, sister, brother, spouse, significant other, or child. 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, niece, nephew, grandparents, grandchildren, mother/father-in-law, son/daughter-in-law, sister/brother-in-law, parents of significant other, spouse's immediate family, anyone who has the

position of parent or child, or any person who has been a member of the employee's household immediately prior to the critical illness or death of the individual.

B) **CRITICAL ILLNESS.** Critical illness is defined as an illness that is life threatening, but recovery is possible. Employees may be granted a leave of absence for up to four (4 ) days in the event of the critical illness of the employee's mother, father, sister, brother, children, grandchildren, son/daughter-in-law, spouse, significant other, parents of spouse, or parents of significant other and anyone who has the position of parent or child, or any person who has been a member of the employee's household immediately prior to the critical illness.

1) **Leaves For Critical Illness and Death in the Family.** Such leaves 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.

**2. 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 her/his current base pay rate for the period of the active duty required for such training not to exceed fifteen (15) days per calendar year.

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

**4. RELIGIOUS OBSERVANCES.** Up to two (2) days per calendar year, charged to accrued vacation, sick leave, or compensatory time, may be used for religious observances when school is in session. The employee must notify the employer at least ten calendar days in advance of the religious holiday of her/his intent to observe such holiday. The employer may waive this ten calendar day requirement if the employer determines that absence of such employee will not substantially interfere with the employer's function.

**5. PERSONAL LEAVE.** Up to three (3) days per calendar year, charged to accrued sick leave, may be used for personal leave to conduct business or activities that cannot be scheduled on non-duty days and which are not authorized under other leave provisions.

**6. CHILDCARE/MATERNITY/ADOPTION LEAVE:**

a) A leave of absence shall be granted to an employee for the purpose of providing full-time care for her/his newborn or newly adopted child or children. Whenever possible, arrangements for such leaves shall be made at least 45 days prior to the starting date of the leave. Arrangements for leaves granted for purposes of adoption shall be made upon

official notification of the pending adoption. A planned date of return to duty shall also be arranged at the same time. Changes in the dates planned for commencement or termination of child care leave shall be granted only if requested at least twenty (20) calendar days prior to the originally scheduled date.

- b) Maternity cases will include a presumption of disability for a period up to six (6) weeks following delivery, provided such time away from work is recommended by the employee's physician. An employee may use sick leave pursuant to the sick leave provision of the agreement during a period of disability.
  - c) The dates of commencement and termination of childcare leave shall be at the discretion of the employee in consultation with her/his physician, if appropriate, and with the employee's supervisor.
  - d) Leaves granted for maternity, paternity and adoption shall not extend beyond one calendar year. Failure to return to duty upon termination of leave shall be considered grounds for discharge.
  - e) Upon five (5) duty days' notice of intent to return to duty, an employee may return to duty prior to the approved date of termination of leave in the event of interruption of pregnancy or cancellation of adoption.
  - f) In the case of adoption, Education Support Professionals may use their sick leave for duty days prior to the arrival of an adopted child when the adoption procedures include a legal requirement that the adopting parent be present. Use of sick leave for this purpose shall not exceed the duty days included in the twenty-two (22) days prior to the arrival of an adopted child. Such use of duty days within twenty-two (22) days need not be used consecutively. In addition, Education Support Professionals may use their sick leave for the duty days included in the twenty-two (22) days following the arrival of the adopted child.
  - g) The probationary period shall be extended by a period of time equal to the total number of duty days on leave. A request for child care leave shall not be used as a basis for discharge.
  - h) Employees on child care leave for the period not covered under sick leave, may continue the individual health and life insurance programs of the District under the provisions of the Federal Family and Medical Leave Act and if extending beyond the Federal Statute by paying the full premiums regularly as required by the District.
7. **CHEMICAL DEPENDENCY.** Alcoholism and drug addiction will be recognized as an illness. Sick leave pay for treatment of such illness will be contingent on four conditions: 1) the employee is evaluated and determined to be chemically dependent; 2) the employee undergo a prescribed period of hospitalization, institutionalization, or other agreed to treatment; 3) the employee, during or following the above care, participates in a planned program of treatment and rehabilitation; and 4) the employee participates in the planned aftercare program. The program plan must be approved by the Human Resources Department.

Chemical dependency shall not be accepted as a sole cause for disciplinary action. However, refusal of prescribed treatment by an employee, continued instances of poor job performance following treatment for, or use of, or appearing under the influence of, mood-altering chemical on the job shall be a basis for disciplinary action, including discharge.

8. **LEAVE BENEFITS AND WORKERS COMPENSATION BENEFITS.** Any employee who by reason of sickness or injury receives worker's compensation benefits may do either of the following:

- 1) Retain the worker's compensation benefits and request to be placed on medical leave of absence without pay, or
- 2) 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.

#### **D. LEAVES OF ABSENCE WITHOUT PAY:**

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.

All leaves of absence without pay shall be granted at the discretion of the Employer and must be approved by the Employer in Advance.

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.

If the employee is granted leave without pay, he/she will not be credited with vacation or sick leave accruals for the period of leave without pay with the exception of approved military reserve training leave.

No leave of absence without pay shall be granted for the purpose of accepting other employment outside the District.

1. **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.
2. **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.
3. **EDUCATIONAL LEAVE.** Educational leave approved by the Employer in writing for a specific duration shall not be subject to cancellation.
4. **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 XI.

- 5. 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 the article herein titled "Seniority".

An employee requesting a medical leave of absence without pay shall be required to furnish conclusive evidence of disability to the Employer. If the employee fails to furnish conclusive evidence that the absence from duty is necessary or if the employee fails to undergo an evaluation or furnish a medical report as requested by the Employer in accordance with the article herein titled "Fitness for Duty", the Employer shall have the right to require the employee to return to work on a specified date. Should the employee not return to work on such specified date, the employee may be considered to have resigned in accordance with Article IX, Section A – Leaves of Absence.

- 6. PRIVATE LITIGATION.** Any absence whether voluntary or by legal order to appear or testify in private litigation, not in the status of an employee but as a plaintiff or defendant, shall not qualify for leave under this article and shall be charged against accumulated leave or be without pay. In no event shall an employee be granted a leave of absence with pay to appear or testify in any court proceedings or proceedings conducted by any administrative agency when the employee is a plaintiff, complainant or witness on behalf of a plaintiff or complainant in a proceeding against the Board of Education.

**ARTICLE X. Sick Leave**

**GENERAL.** 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.

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.

- A. 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.

Employees on initial employment probation or reinstatement shall not be eligible to use accrued sick leave until they reach the minimum number of accrued hours calculated by the following formula: 130 days worked X .0462 hours accrued X # of hours worked per day. Typical assignments and minimum accruals are listed below. Example of calculations.

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

**B. ACCRUAL.** Sick leave shall be accrued by employees by applying the formula above 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.

The maximum amount of sick leave that may be accrued is unlimited.

**C. USES OF SICK LEAVE.** The school district and the union jointly agree to the following assumptions regarding sick leave usage:

- Regular good attendance is necessary for productive classrooms and improved student achievement.
- Building or worksite morale is important and is maintained when each employee routinely meets his or her own work requirements.
- The employer and the union have a mutual commitment to minimizing economic and service costs associated with employee absences due to sick leave.
- Sick leave use by individuals must be consistent with the provisions of the contract.
- Administrators should monitor and manage sick leave usage in a consistent manner district-wide, communicate to employees regularly, and recognize and reward good attendance.
- 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)
- Necessary ocular, dental, chiropractic, podiatry and medical care of the employee shall be recognized as a proper cause for granting sick leave.
- Employees who are reduced to below 20 hours may use accrued sick leave.
- One day of sick leave per occurrence may be used because of an emergency illness in the employee's immediate family (spouse, person regularly residing in the employee's household, child, parents, brothers, sisters).

Minneapolis Kids Site Coordinators and childcare Assistants employed in the school-age childcare summer program may use accrued sick leave. All other eligible classifications of Education Support Professionals employed during the summer session will be allowed to use a maximum of two (2) days of accrued sick leave.

- 1. Notification When Absent.** To be eligible for sick leave payment, an employee must notify her/his principal or supervisor or her/his designee **as soon as possible but not later than the starting time of her/his scheduled shift.** This notice may be waived if the employee can conclusively establish that he/she could not reasonably have been expected to comply with this requirement because of circumstances beyond the control of the employee.
- 2. 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 the article herein titled "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.

3. **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.

#### **D. SICK LEAVE POOL**

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.

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:
  - 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
  - A serious illness causing absence by the employee over an extended period of time that is substantiated by the Committee; or
  - A serious recurring illness causing periodic absences by the employee over an extended period of time that is substantiated by the Committee.

3. **Membership.** All Education Support Professionals of the Minneapolis Public Schools, as defined in Article II (A) 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.

Education 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.

Thereafter, an Education Support Professionals electing to join the sick leave pool after the date of his/her 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.

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.

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.

Donations shall be made in full one-hour increments. No fractional hour donations shall be made.

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.

Education 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.

A request by an Education Support Professionals to withdraw from membership in the pool must be in writing to the Human Resources Department, no later than November 1.

All days donated to the sick leave pool shall be irretrievable by the donor.

#### **4. Administration:**

- A) 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 his or her designee.
- B) 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) The Committee shall present an accounting of the pool's operation to the Education Support Professionals Executive Board and the Superintendent's Designee at the beginning of each school year.
- D) 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.

#### **5. Operation:**

- A) A member of the sick leave pool is eligible for the benefit after exhausting all of her/his accumulated sick leave and is not covered by disability from pension or social security.

The sick leave pool benefit begins after five (5) consecutive working days from the time the Education Support Professionals has depleted her/his individual accumulated sick leave.

- B) Sick leave pool days shall be used only for the personal illness of the Education Support Professional.
- C) 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 applicants 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.

- D) 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 Education Support Professional.
- E) 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.
- F) Members on leave of absence (other than for medical reasons) vacation or layoff are not eligible for benefits from the pool.
- G) Members drawing from the sick leave pool do not accrue sick leave or vacation time, but retain eligibility and district contribution for insurance benefits.

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

**E. ANNUAL CASH OUT PAYMENT FOR UNUSED SICK LEAVE**

Employees who have accumulated at least 300 hours of unused sick leave may, at their option, continue accumulating sick leave or receive a cash payment at the beginning of each calendar year for any unused sick leave above 300 hours earned but not used in the preceding calendar year at the following rate:

<u>HOURS ACCUMULATED</u>	<u>PERCENT OF PAY RATE</u>
300-719	50%
720-959	75%
960+	100%

Payment for unused sick leave is based upon the rate of pay on December 31 of the year in which it was earned.

**F. CAREER TRANSITION TRUST FOR UNUSED SICK LEAVE**

**1. Definition of Plan:**

- A) Education Support Professionals who meet the eligibility requirements may participate in the Career Transition Trust by converting the allowable number of accrued sick leave hours at 100% of their hourly rate of pay, into payments to the State of Minnesota Deferred Compensation Plan. The Career Transition Trust Plan is an employer contribution which allows for such conversion until the employee reaches the maximum capped deposit for the tier of benefits. The number of hours, which may be converted, is based on the accrued sick leave hours on January 1<sup>st</sup> of the year the conversion will be made.

- B) Education Support Professionals may elect to participate in the Career Transition Trust plan at any time they have met the eligibility requirements for participation in Subdivision. 2.
- C) The total amount of dollars converted by an Education Support Professional under the Career Transition Trust program is capped at \$10,000.
- D) Any hours which have been converted into the Career Transition Trust will not be available for use as sick leave.
- E) Education Support Professionals who resign and subsequently are reemployed by the District are not credited with their previous sick leave accrual hours.

**2. Eligibility for Participation in the Career Transition Trust:**

- A) SICK LEAVE BALANCE. To be eligible to convert accrued sick leave hours, Education Support Professionals must have a sick leave balance of at least 300 hours on September 1<sup>st</sup> of any given year.

Education Support Professionals must enroll annually to participate in the Career Transition Trust. If the Education Support Professional's sick leave hours drop below the eligibility minimum of 300 hours, the Education Support Professional's participation is suspended until the Education Support Professional reaches the minimum of 300 hours required for eligibility and participation.

- B) DEPOSIT OF BENEFIT. Payment to the State of Minnesota Deferred Compensation Plan or 403B Plan shall be made in March of each year the Education Support Professional is eligible and elects to participate.

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.

- C) BENEFIT TIERS AND CONVERSION FORMULA:

- 1) Annual Conversion

The number of hours an Education Support Professional may convert on an annual basis is determined by the balance of their accrued sick leave hours.

- 2) Conversion is as follows:

Education Support Professionals who have an accrued sick leave balance of 300 hours or more on September 1<sup>st</sup> may convert up to 45 hours at their hourly rate of pay at the time the deposit is made to their Deferred Compensation Account.

Education Support Professionals who have an accrued sick leave balance of 480 hours or more on September 1<sup>st</sup> may convert up to 60 hours at their hourly rate of pay at the time the deposit is made to their Deferred Compensation Account.

**ARTICLE XI. Vacation Leave**

**GENERAL.** 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.

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.

**A. ELIGIBILITY.** Employees certified to permanent positions and who work 20 hours or more a week shall be eligible to accrue vacation with full pay for the purposes of this article.

1. Employees on initial employment probation or reinstatement shall not be eligible to use accrued vacation until they reach the minimum number of accrued hours calculated by the following formula: 130 days worked X .0462 hours accrued X # of hours worked per day. Typical assignments and minimum accruals are listed below. Example of calculations:

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

2. On their anniversary date, full-time employees who qualify for vacation accrual and who have completed 130 days of continuous employment will be credited one year toward vacation increments for each year of continuous service worked.
3. On their anniversary date, part-time employees who have completed probation will be credited one year toward vacation increments for each year that they are paid.
4. Employees who change status between full-time and part-time, without a break in service, will retain the number of years of service that they earned toward vacation increments in their previous status. A change in status will, under no circumstance, result in an increase in the number of years of continuous service.
5. 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.
6. 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.
7. 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.

## **B. VACATION ACCRUAL**

- 1. Vacation Allowance.** Vacation entitlement for those employees qualifying will be the number of days leave from work with pay as normally accrue in consecutive periods as described below.
    - i. Vacation with full pay shall be calculated by multiplying the number of hours worked by .0462, not to exceed twelve (12) working days each year for the first seven (7) years of employment.
    - ii. Vacation with full pay shall be calculated by multiplying the number of hours worked by .0615, not to exceed sixteen (16) working days each year beginning with the eighth (8<sup>th</sup>) year of employment.
    - iii. Vacation with full pay shall be calculated by multiplying the number of hours worked by .0808, not to exceed twenty-one (21) days each year beginning with the sixteenth (16<sup>th</sup>) year of employment.
    - iv. Vacation with full pay shall be calculated by multiplying the number of hours worked by .1, not to exceed twenty-six (26) working days each year beginning with the twenty-first (21<sup>st</sup>) year of employment.
  
  - 2. Vacation Calculation.** 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. Such leave may be cumulative up to and including two hundred eight (208.00 hours).
    - A) 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.
    - B) The basis for accrual of vacation hours shall be the number of hours compensated as an employee of the Board of Education.
    - C) 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. The Employer shall keep a current record of employee vacation earning and the accruals, which shall appear on the employee's payroll check stub.
  
  - 3. Uses of Vacation:**
    - A) 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. 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.
-

- B) 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.
- C) 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.
- D) 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.
- E) 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) 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) 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) 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. In the event vacation cannot be used, it shall be carried over to the following year if it does not exceed the maximum number of vacation hours accrued. If the number of accrued vacation hours exceeds the maximum, the employee shall be paid for all excess hours at the end of the calendar year.

- I) 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.

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.

- J) Accrued vacation time cannot be used during a time of disciplinary suspension without pay.
- K) An employee who is or has been reinstated following separation or who is or has been reemployed within two (2) years following separation will, after five (5) consecutive years of service following such reinstatement or reemployment, receive credit for prior service for vacation benefits. No such credit will be applied to an employee reinstated or reemployed for the second or subsequent time.

**ARTICLE XII. Fitness for Duty**

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 her/his duties. 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 IX, the Employer shall:

- A. 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
- B. Compensate the employee at her/his 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 her/his work duties and responsibilities.

**ARTICLE XIII. Salaries**

- A. **SCHEDULES.** Appendix D, attached hereto and incorporated herein, shall be the schedule of hourly salaries for employees. Effective July 1, 2007, 1.5% will be added to the salary schedule. Effective July 1, 2008, there is no increase to the salary schedule for 2008-2009; however all employees in the top step of their job classification as of June 30, 2008 and re-employed in the same classification by September 30, 2008 for the 2008-2009 school year will receive a one-time lump sum payment of \$325.00.

When an employee transfers to a new job classification or the employees 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.

- B. **SALARY PROGRESSION.** Effective July 1, 2006, step movement for all employees, which previously occurred on individual anniversary dates, will be consolidated to an annual movement and eligible employees will be considered for advancement to the next higher step within the salary range for their classification. Movement will occur annually on July 1 of subsequent years for eligible employees who have worked one hundred and ten (110) days or more of the given year. See Article XVI.B. 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 XXV of the Agreement.
- C. **SALARY UPON DEMOTION AND LAYOFF.** When an employee is demoted into a classification with a lower salary range, the salary rate paid to the employee in the classification into which he/she has demoted shall be equal to the salary step within the salary range which is closest to,

but which does not exceed, the previous salary rate paid to the employee in the classification from which he/she demoted.

**D. LANE CHANGE.**

Effective July 1, 2006, lane change provisions for eligible job titles will be eliminated. Lane consolidation will occur and salary rates will be based on the existing top lane of eligible job classifications. Employees will be placed at the salary rate that is nearest to, but above, their current wage rate.

**E. 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.

**F. OVERTIME AND COMPENSATORY TIME.** 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.

In lieu of receiving pay for overtime work, an employee may elect to have compensatory time off with pay. The option to elect to receive overtime pay or compensatory time shall belong exclusively to the employee. An employee electing to receive compensatory time shall be credited with one and one-half (1-1/2) hours of compensatory time for each one (1) hour of overtime worked.

When an employee transfers from one site or department to another site or department, any compensatory time balance will be paid and charged to the budget of the site or department the employee is leaving. All compensatory time balances will be paid out at the end of each fiscal year and will be charged to the site or department the employee was assigned to at the end of the employee's regular assignment for that fiscal year. All compensatory time balances will be paid out to an employee who leaves District employment and will be charged to the site or department the employee is leaving.

Employees may accrue no more than two hundred forty (240) hours of compensatory time. All overtime worked after an employee has accrued two hundred forty (240) hours of compensatory time shall be paid for at the overtime rate of pay. Upon termination of employment, all balances of compensatory time remaining shall be paid at a rate no less than the average rate received by the employee over the last three (3) years of employment or the final regular hourly rate of pay, whichever is higher. For purposes of calculating overtime pay and compensatory time only, time worked shall be rounded to the nearest one-tenth (1/10) of an hour. There shall be no pyramiding of overtime pay or compensatory time.

**G. STRAIGHT TIME FOR ADDITIONAL WORK.** Employees working less than forty (40) hours per week but more than their regular assignment may be credited with an hour of time off for each hour worked beyond their regular assignment. However, the Education Support Professional and her/his supervisor must agree when the employee will receive straight time off. In the absence of such agreement employees will be paid for time worked in accordance with wage and hour laws.

**H. BREAKS.** Education Support Professionals who work four (4) hours per day shall have a paid fifteen minute break during the work day on an "as you can" basis worked out with agreement with the supervisor. Education Support Professionals who work five (5) hours or more per day are entitled to a thirty (30) minute unpaid duty free lunch. Education 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. Education Support Professionals who work seven (7) hours or more per day shall have two fifteen (15) minute breaks.

- I. **MILEAGE.** The mileage rate for use of personal automobiles for approved school business shall be the prevailing Internal Revenue Service rate.
- J. **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 his/her 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.

#### **ARTICLE XIV. Group Insurance Benefits**

The District agrees to offer health, life and dental group insurance benefits to those employees who work twenty (20) hours or more per week. 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.)

- A. **INSURANCE ELIGIBILITY.** To be eligible for insurance benefits the Education Support Professional must be paid on the Education Support Professional pay schedule.
  - 1. **Basic Eligibility.** The Education Support Professional must be assigned and working twenty (20) or more hours per week in a permanent assignment to qualify.
  - 2. **Leaves of Absence.** Education Support Professionals on an approved leave of absence as defined in Article IX may participate in group insurance benefits subject to Article XIV, C, 3.
  - 3. **Education Support Professionals on Layoff.** Education Support Professionals who are laid off may continue coverage at the Education Support Professionals' own expense as provided by federal and state continuation coverage laws.
- B. **BENEFIT COVERAGE.** The following benefits are available to eligible Education Support Professionals. These benefits are subject to the terms of the contract between the insurance carrier and the District.
  - 1. **Health Coverage.** The Education Support Professional must enroll to receive health plan coverage. Education Support Professionals may enroll in employee or family coverage.
    - A) **CONTRIBUTION-EMPLOYEE ONLY.** Effective January 1, 2009 the District will contribute \$5,067.84 per enrolled employee per plan year for employee only health insurance premiums.
    - B) **CONTRIBUTION – DEPENDENT.** The annual District contribution toward dependent coverage shall be \$2,564. In no event shall the amounts paid by the Board of Education pursuant to this Article exceed the total premium for the least costly health insurance plan then in effect.

For the purposes of this agreement, dependents are defined to include spouse, domestic partner and eligible children. Domestic partners and married couples where both parties are employees of the District shall be credited with the employee-only contribution. One employee designated by the spouse or domestic partner shall carry dependent coverage and receive the employee-only contribution for both employees. Documentation is required.

## **2. Life Insurance**

**BASIC LIFE INSURANCE.** Insurance eligible Education Support Professionals are automatically enrolled for \$20,000 (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.

Insurance eligible employees may purchase additional life insurance in \$10,000 increments up to \$100,000 in coverage. The amount of coverage existing employees may purchase with evidence of good health will be determined by the insurance carrier. Evidence of good health for new employees is not required for supplemental life if applied for during the first thirty (30) days of employment.

## **3. Dental Insurance**

Insurance eligible Education Support Professionals must enroll to receive District paid single dental plan coverage. Insurance eligible Education Support Professionals must enroll to receive family dental plan coverage with payroll deductions for the family premiums.

## **4. Insurance for Retirees**

- a) **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.
- b) **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.

**C. ENROLLMENT FOR INSURANCE BENEFITS.** The Education Support Professional is automatically enrolled in life insurance. The Education Support Professional must enroll to be covered by health and dental insurance. An Education Support Professional may waive health and dental insurance coverage when enrolling online. Employees must enroll in the dependent care spending account and/or flexible spending account to participate.

1. **Initial and Open Enrollment.** Education 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.
2. **Effective Date of Coverage.** Enrollment form must be received by the Employee Benefits Office before coverage is effective. Eligible Education Support Professionals who begin work in August shall have coverage effective September 1. Education 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. Education Support Professionals must be actively at work on the effective date of coverage.
3. **Leave of Absence.** Education Support Professionals on paid and unpaid leaves of absence may continue health and life insurance. Education Support Professionals on paid leaves of absence must pay their portion of the premium (if any). Education 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 Education 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.
4. **Maintaining Eligibility for Employer Contribution.** The employer's contribution continues as long as the Education Support Professional remains on the payroll in an insurance eligible position. Education Support Professionals who complete their regular school year assignment shall receive coverage through August 31.

#### **D. BEFORE-TAX BENEFITS**

1. **Insurance Deduction.** Premiums deducted from the Education Support Professional's check to pay for health insurance coverage are automatically taken on a before-tax basis, unless the Education Support Professional has indicated to the contrary in writing to the Employee Benefit Office, subject to Minnesota Law and IRS Regulations. If the Education 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 Education 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.
2. **Dependent Care Spending Account.** An Education 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 Education Support Professional to work.
3. **Flexible Spending Account (FSA).** An Education 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 Education 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.

- 4. Tax-Deferred Savings Plans.** The District will make an employer matching payment to the tax-deferred savings plans. The District payment will be made to the State of Minnesota Deferred Compensation Plan (457) and/or the Special School District No. 1 403(b) Plan. 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.

Employees should ensure tax-deferred payments do not exceed IRS limits. If limits are exceeded, the District will stop deductions to these accounts.

a) **EMPLOYER CONTRIBUTIONS:**

- 403(b) employer contributions are in addition to your limit
- 457 employer contributions are included in your limit
- Employee deferral limits to each plan are:
  - \$15,500 in 2007.
  - \$15,000 in 2006 \$15,500 in 2008, then determined by IRS guidelines.
- Participants age 50 or older deferring in a 403(b) and 457 plan can shelter the maximum in each plan, for example –\$31,000 in 2008 based on IRS guidelines.
- Participants age 50 or more will be able to made additional contributions to 403(b), 457.
- 457 catch-up limit will be twice the upper limit. The age 50 catch-up may not be used during the regular catch-up.

**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.**

- b) **DISTRICT MATCH PAYMENT:** The District shall 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 each pay period up to the maximum district match based on a calendar year. Benefit eligible 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.

All of the following must be met:

- 1) The District will pay an annual match payment of up to \$650.00 for employees participating in the Municipal Employee Retirement Fund (MERF) and up to \$350 for employees participating in the Public Employees Retirement Association (PERA).
- 2) The District will match any amount of employee contributions up to the match as noted in [1] above. Beginning January 1, 2006, 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.
- 3) Only deductions that employees defer during the match period shall be matched by the District.

- 4) The employee must have enrolled, elected to defer, and in fact deferred a qualifying amount during the calendar year, to qualify for the match.

**ARTICLE XV. Hours/Days**

- A. FULL-TIME EMPLOYEES.** An Education Support Professional shall be a full-time employee if said employee works thirty-seven and one-half (37.5) hours or more.
- B. PART-TIME EMPLOYEES.** An Education Support Professional shall be a part-time employee if said employee works less than thirty-seven and one-half (37.5) hours per week.
- C. HOURS.** Hours of Education Support Professionals shall be based on seniority and hourly allocations at any site or program.
- D.** A reduction in hours shall be considered a reduction in force as defined in Article XIX.
- E. BUS DUTY HOURS.** Interested Education 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. "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.

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 first offered to qualified Education Support Professionals based on seniority within building, site, or program.

Bus hours will not be considered part of an Education Support Professional's regular annual assignment and bus hours will not be eligible to apply toward any sick leave or vacation accruals.

- F. WORK YEAR.** Annually no later than the last duty-day, the Superintendent or her/his designee shall issue a clarification letter regarding budgeted days for Education Support Professionals for the next school year. The letter shall include the starting and ending dates of the school year, non-duty days/holidays for the school year, days and dates of other budgeted days to include three (3) paid staff development days annually and other relevant calendar or budgetary information. The student contact days of the school year combined with the information contained in this letter shall define the normal work year for Education Support Professionals. The intent of the letter is to assist building Administrators in planning for effective usage of these budgeted days for professional development activities or other school based activities involving Education Support Professionals.

The letter shall identify the number of non-student contact days budgeted for members of this bargaining unit.

This letter shall be issued to all building Administrators, building secretaries, and the Union.

**ARTICLE XVI. Seniority**

- A. SENIORITY.** Education Support Professionals hired prior to September 1, 1970 shall have a seniority number based on initial date of continuous employment in the District. The seniority number of Education Support Professionals hired after September 1, 1970, shall be the Civil

Service date of certification. The seniority number of Education Support Professionals hired after August 26, 1991, shall be the date the employee is assigned and working in a permanent position.

Seniority for Associate Educators/School Success Program Assistants: Associate Educators/School Success Program Assistants who previously worked as Educational Assistant I, II or III, or in any of the other job titles or classifications included within the Educational Assistant /Education Support Professional unit contract, shall retain their initial seniority date, and continue to accrue seniority during the time in which they work as an Associate Educator/School Success Program Assistant. Associate Educators and School Success Program Assistants do not have site or program seniority per Article XVII, Section B.

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.

Seniority for 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 XVII, Transfer And Reassignment and, Article XIX, Reduction In Force).

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

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

- C. Employees within a given classification shall not be eligible for placement in any other classification unless they meet the certification requirements or have previously been certified to that classification.

## **ARTICLE XVII. Transfer and Reassignment**

**A. VOLUNTARY TRANSFER.** 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.

1. In all classifications eligible for voluntary transfer, the existing vacancy is posted on-line for five (5) working days for voluntary transfer by eligible Education Support Professionals within the classification posted. Eligible permanent Education 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 completing an online application and submitting a letter of interest and current resume to the Human Resources Department prior to the posting deadline.
2. Transfer requests within the same classification must be made by applying on-line.
3. The site will select the best-qualified employee who meets the site's needs as determined by the principal, administrator, designee and/or site team.

4. Excessed employees who do not secure a position through voluntary transfer will secure a position during the excessed placement session using their seniority as outlined in Article XIX, Reduction in Force, Section F.
5. One Voluntary Transfer Per School Year: After having passed probation, each Education Support Professional may voluntarily transfer only once each school year.
6. Waiting Period: The maximum waiting period between acceptance of a position and transfer shall be no longer than 10 working days.

**B. APPLICATION AND SELECTION PROCESS FOR ASSOCIATE EDUCATOR (AE) AND SCHOOL SUCCESS PROGRAM ASSISTANT (SSPA).**

Associate Educators/School Success Program Assistants, Education 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 submitting an application, letter of interest, current resume and transcripts to the Human Resources Department prior to the posting deadline. Applications of those candidates who are approved are forwarded to the site for consideration. The site will select the best-qualified applicant who meets the site's needs as determined by the principal, administrator, designee and/or site team. A selected candidate(s) will be hired to fill the specific position(s) for which they applied. Associate Educator/School Success Program Assistant positions may only be accessed through the formal application process. Individuals hired as Associate Educators/School Success Program Assistants shall only work in the specific position for which they were hired, and shall not have access to any other AE/SSPA position at their school or site or any other school or site through transfer, or seniority system at any time. District wide programs with identical positions at multiple sites may assign individual AE's/SSPA's to various sites.

**C. COMPATIBILITY PERIOD.** Education Support Professionals who complete a voluntary transfer will be given a thirty (30) working day "compatibility period" in the position. Within twenty (20) working days, the supervisor in charge and the employee shall meet to assess whether or not the employee has met or is meeting the expectations. A two (2) week notice in writing will be given in the event that the employee or supervisor in charge requests reassignment. Such reassignment is subject to the approval of the Human Resources Department.

The parties may agree upon a fifteen (15) working day extension of the compatibility period. The compatibility period is not intended to replace or substitute for the progressive discipline process.

1. If at any time during the thirty (30) working day compatibility period the incumbent requests to be reassigned, the applicant who is next in seniority to transfer shall be referred to the vacancy upon reassignment of the incumbent to a like or comparable position. If assigned to a position less than a like or comparable position, the excessing site or department shall assume responsibility for any difference in pay unless the incumbent voluntarily agrees to the reduced pay.
2. The reassigned Education Support Professional shall have the following options:
  - a) With the approval of the supervisor concerned, the Education Support Professional shall be placed on temporary assignment to the vacancy created by the action in 1 above until the position is filled through further posting.
  - b) Accept intermittent status pending satisfactory permanent assignment.
  - c) Return to the position from which the Education Support Professional transferred if the position has not been filled.

**D. PROMOTION.** A promotion is a change to a different classification at a higher salary range. Eligible permanent Education Support Professional employees will apply online to be considered for promotion.

1. Effects of promotion on employee's Seniority Status: Seniority in the new job title will begin on the effective date of promotion.
2. Probationary Period for Promotions: Permanent Education Support Professionals who obtain promotions to new classifications must serve a probationary period of sixty-five (65) workdays to be certified to the new position. During the probationary period the supervisor shall conduct a minimum of one (1) performance counseling review of the employee's performance. Should the supervisor decline to certify the employee in the new title such action is not grievable pursuant to Article XXV of the Agreement.

Employees who are not certified 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, she/he will be excessed and placed on intermittent status until she/he exercises a voluntary transfer to a new assignment.

**E. 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. Administrative transfers are not subject to the compatibility period in Section C above.

1. **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.**

- 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).
- Employees assigned under the provisions of this article shall be paid the salary of the position into which they are detailed as defined in Article XIII, Section C of the collective bargaining agreement. Eligible employees will receive worker's compensation benefits to meet the statutory requirements.
- 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.

**F. JOB STUDY AND RECLASSIFICATION:**

1. 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. 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. 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. The salary of the reclassified employee shall be as defined in Article XIII. This provision does not apply to the classification of the Associate Educator.

2. 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. 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. 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.
3. 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. 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. 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. The salary of reclassified employees shall be as defined in Article XIII. 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.
5. 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.

#### **G. JOB POSTINGS:**

1. 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.
2. Every effort shall be made to post positions before a temporary assignment is made.
3. Individual position postings can be accessed by bargaining unit employees on a continual basis as positions become available through the District web site at [www.mpls.k12.mn.us](http://www.mpls.k12.mn.us).

#### **ARTICLE XVIII. Summer School**

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

- B All employment in the summer school program will terminate at the end of the summer school term. 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. 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. No additional benefits shall apply or be earned beyond those provided for in the employees normal work year and Article VIII, Holiday and Article X, Section C.- Sick Leave use.
- C Minneapolis Kids Site Coordinators and Childcare Assistants employed in the school-age childcare summer program are eligible to use accrued sick leave during the summer program. All other Education Support Professionals employed during the summer school session are eligible to use a maximum of two (2) days of accrued sick leave. Accrued vacation cannot be used during summer school. No additional benefits shall apply, or be earned, beyond those provided for during the normal school-year employment.
- D. Although there is no guarantee of summer school employment, the District pledges that it will give preference for summer school employment to permanent certified employees.

**ARTICLE XIX. Reduction in Force**

**A. NOTIFICATION.** When a reduction occurs within a classification at the site, the Human Resources Department shall inform the principal or site coordinator of the Education Support Professional(s) to be excessed by classification and seniority. Human Resources shall provide each site with a current seniority list for each classification no later than May 1<sup>st</sup> of each year.

Unless notified to the contrary by the principal or site coordinator prior to May 31<sup>st</sup>, the employee will not be excessed. Layoffs may occur at any point in the year based on student enrollment, budget allocations , and staffing needs. This notification shall be in writing with a copy to the employee and the Human Resources Department.

**B. REDUCTION IN FORCE OF ASSOCIATE EDUCATORS/SCHOOL SUCCESS PROGRAM ASSISTANTS.** In the event that an Associate Educator/School Success Program Assistant position(s) is eliminated at any school/program/department the displaced employee(s) has the following options:

- Apply for other posted positions for which they meet the requirements by following the formal application process
- Use their accumulated seniority during the excessed placement session to return to a previously held job classification.

Employees who do not obtain a position through these two options will be terminated with no further contractual rights.

**C. REDUCTION IN FORCE OF SPECIAL EDUCATION ASSISTANTS:**

**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 shall 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.

**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.
- d) 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.

**D. REDUCTION IN FORCE OF ALL OTHER EDUCATION SUPPORT PROFESSIONALS.** 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 Education Support Professional allotment. When a position is reduced in hours per week the following steps shall be taken:

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

**E. RESTORATION OF ASSIGNMENT.** Education 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.

**F. PLACEMENT OF EXCESSED EDUCATION SUPPORT PROFESSIONALS:**

After July 15 each year, positions which become vacant will be held for the excess placement session.

At the excess placement session excess 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. Excess 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. Excess 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.

Vacancies existing after all the transfer procedures in Article XVII have been completed shall be filled according to the rules for filling new positions.

**G. LAYOFF/RECALL.** 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 Article XIX, Section B).

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.

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 Education Support Professional be hired from outside the district into a classification which has current employees on a layoff/recall list.

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.

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.

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. However, 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.

Every employee is obligated to provide the Human Resource Department his/her address and phone number so that he /she can be contacted for possible assignment.

## **H. INTERMITTENT STATUS:**

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

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

**2. Temporary Assignments.** 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.

While on intermittent status, employees must accept temporary assignments by doing the following:

- Said employee must stay in contact with Human Resources regarding temporary assignments until she/he accepts a permanent position.
- Said employee is not guaranteed to receive an assignment or to have an assignment in any particular geographic area.
- Said employee must accept assignments that are offered. Failure to do so may result in her/his placement on the recall list and he/she may not be called for further temporary assignments.

Once said employee has accepted a temporary assignment, she/he is expected to stay in it as long as it is available or until she/he has secured a permanent position. If said employee is unable to report to work at her/his temporary assignment, she/he must contact the site directly.

An intermittent employee will retain seniority, classification, and benefits for the month as long as he/she is actively working.

**I. FRESH START.** 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.

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.

Informational meetings will be held to insure that Education 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. Those not selected by the new school will have transfer rights to other schools as excessed Education Support Professionals.

The Human Resources Department will post a list of vacancies for interviews. Education Support Professionals shall interview with the principal/supervisor, designee and/or site team.

All Education Support Professionals on active duty or on leaves of absence are eligible to interview.

Education 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.

**J. CLOSING OF SCHOOLS:**

1. When a school is closed, all Education Support Professionals assigned to that school are declared excessed.
2. Such Education Support Professionals have the rights provided in this Article XIX, Reduction in Force.

**K. MERGER OF SCHOOLS:**

1. 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.
2. Education Support Professionals who were assigned to the merged schools or programs shall be assigned in order of seniority.
3. Unassigned Education Support Professionals are excessed pursuant to this Article XIX, Reduction in Force.

**L. MULTIPLE PROGRAMS WITHIN ONE BUILDING:**

1. 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.
2. For the purposes of excessing, Education Support Professionals who are assigned to duties in more than one school shall be considered assigned to the school where he/she spends the majority of the time.
3. For the purposes of excessing, Education Support Professionals who are assigned to duties in more than one school with equal hours assigned in each school, the Education Support Professional shall select a school to be considered the main assignment prior to the school year.

**M. RELOCATION OF PROGRAMS.** When a program is relocated intact to another site, the Education Support Professionals assigned to that program shall remain assigned to that program.

**N. MINNEAPOLIS KIDS PROGRAM:**

For the 2008 -2009 school year the parties have agreed to a Memorandum of Agreement for a pilot project for the Minneapolis Kids Program (See Appendix A)

1. This provision applies only to the Minneapolis Kids Site Coordinator and Child Care Assistant in the Minneapolis KIDS Program. All positions in the Minneapolis Kids Program are school year positions. Summer positions shall be filled according to the provisions of this article.

- 2. Filling Positions.** School year Minneapolis Kids Site Coordinator and Child Care Assistant positions shall be filled according to the provisions of Article XVI, Seniority. Summer program positions shall be bid in seniority order each year prior to the start of the summer program.
- a) Minneapolis Kids Site Coordinators and Child Care Assistants shall be ranked in seniority order within each classification.
  - b) Minneapolis Kids Site Coordinators unassigned at the conclusion of the bidding shall be ranked in seniority order with the Child Care Assistants.
  - c) Minneapolis Kids Site Coordinators and Child Care Assistants shall bid on Child Care Assistants positions in seniority order.
  - d) Should a Child Care Assistant position become available subsequent to the bidding, unassigned Minneapolis Kids Site Coordinators and Child Care Assistants shall be offered the position in seniority order. If the position which becomes available is a Minneapolis Kids Site Coordinator position, the position shall be offered in seniority order to the unassigned Minneapolis Kids Site Coordinators.

**O. EARLY CHILDHOOD FAMILY EDUCATION:**

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

**ARTICLE XX. Special Education**

- A. 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.

- B. 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 XVI, Seniority.
- C. 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:
- Special Education Assistant positions will not be posted after July 15th.
  - Vacant Special Education Assistant positions within the site may be offered internally to Special Education Assistants by selection.
  - Vacant Special Education Assistant positions within the site may be offered internally to Special Education Assistants from Citywide programs and vice versa.
  - If not filled internally, vacant Special Education Assistant positions will be filled by candidates in the new hire pool.
  - 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 XVII, Section E.
- D. 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 XXI. Severance Pay Plan**

Effective July 1, 2003, the District waives the three hundred (300) hour sick leave accrual minimum eligibility requirement. 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:

- at any age after thirty (30) years of service with the District; or
- 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
- at least twenty-nine (29) years and a day of service in the Minneapolis Employee Retirement Fund ("MERF"); or
- after twenty (20) years of service with the District and age 60.

Severance pay shall be dispersed in a lump sum payment directly to the Education Support Professional. The Education Support Professional may elect to have all or part of the payment placed into the Education 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 Education Support Professional. The Education Support Professional, not the District, is solely responsible for determining the maximum allowable annual contribution amount to deferred compensation.

**ARTICLE XXII. Personal Injury/Property Benefits**

**A. Reimbursement Resulting from Assault.** The District shall reimburse employees of this bargaining unit for the cost of replacement or repair of personal property damaged or destroyed as a result of student assault or aggressive behavior that occurs while the employee is engaging in the performance of employee's duties. The maximum reimbursement is \$250 per incident based on receipts and/or a police report number.

**B. Reimbursement Damage to Vehicle.** The District shall reimburse employees for the cost of reimbursement for loss, damage or destruction of personal motor vehicles on school property or while an employee is in the performance of school business as verified by the principal or supervisor and police report. In the case of motor vehicles, reimbursement shall not include personal property that is stolen or damaged unless the theft accompanies a personal assault upon the employee. Reimbursement shall not exceed \$500 per incident (including personal property, if eligible) The employee must submit receipts and a police report number or an incident report number to receive reimbursement.

**C. Personal Injury.** If employees are injured as the result of a student assault while engaged 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.

A reasonable loss of time resulting from an assault on an employee by 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.

**D. Basis of Payment.** Any reimbursement made under this Article is a gratuitous payment and does not indicate that the District has accepted liability for the incident.

**E. 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 his/her personal vehicle for District business.

The District shall reimburse employees for out-of-pocket costs incurred as a result of any accidents that occur while an employee is using his/her 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 \$5,000. The employee must submit receipts and a police report number or an incident report number to receive reimbursement.

The District will not be responsible for any reimbursements under this section at the time of the accident if (1) an employee is uninsured, (2) investigation establishes an employee is intoxicated/abusing chemical substances, or (3) an employee is convicted of a gross misdemeanor or greater offense as a result of the accident.

**ARTICLE XXIII. No Strike**

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 XXIV. Grievance Procedure**

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.

A grievance shall be defined as any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement.

### **A. DEFINITIONS:**

- Grievance means a dispute or disagreement as to the interpretation of any term or terms of this Agreement.
- Grievant means an individual employee or the exclusive representative.
- Days means work days excluding Saturday, Sunday and legal holidays as defined by Minnesota law or other recess periods during the grievant's work year.
- Service means personal service or by certified mail.
- Reduced to writing means a concise statement outlining the nature of the grievance, the specific provision(s) of the Agreement in dispute and the relief requested.
- Answer means a concise response outlining the employer's position on the grievance.
- Employer's Representative means an Employee Relations department representative or designee, or other person designated by the Superintendent of Schools.

### **B. Grievance Resolution – Steps:**

**Step 1.** The employee will informally discuss the grievance with her/his principal or immediate supervisor.

#### **Step 2.**

- a) If the grievance is not resolved at the time of the Step 1 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.
- b) Within five (5) workdays after submission of the written grievance, the Employee Relations Department shall answer the grievance in writing with a copy of the answer to the principal or supervisor. If the written answer is not accepted, the grievant or the grievant's representative may request a meeting to consider the grievance. This meeting shall be scheduled among representatives of the Board of Education and the grievant or the grievant's representative within five (5) days of the date of the request for such a meeting.
- c) Within ten (10) workdays following the Step 2 meeting, the Board of Education or its representatives shall submit a written reply to the grievant or the grievant's representative. If

the Board of Education or its representatives fail to reply in writing, the grievant or the grievant's representative may request arbitration in accordance with Step 3 of this procedure.

- Step 3.** If the grievance is not resolved in Step 2, 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.

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 five (5) 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.

**B. Time Limitations:**

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.

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.

- D.** 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 XXV. 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, but all other provisions hereof shall continue in full force and effect. The provision found to be contrary to state or the parties shall renegotiate federal law.

**ARTICLE XXVI. Non-Discrimination**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, physical disability, affectional orientation, or receipt of public assistance. 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 XXVII. Complete Agreement**

- A. 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.
- B. 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 XXVIII. Duration of Agreement**

This Agreement shall be in force and effect for twenty-four months from July 1, 2007 and ending June 30, 2009, and shall continue in full force and effect thereafter, unless written notice of desire to change or modify the Agreement is served by either party upon the other party sixty (60) days prior to the 30<sup>th</sup> day of June, 2009.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on this 10<sup>th</sup> day of June 2008.

**SPECIAL SCHOOL DISTRICT NO. 1**

**MINNEAPOLIS FEDERATION OF EDUCATION  
SUPPORT PROFESSIONALS, LOCAL 59**

\_\_\_\_\_  
Chairperson, Board of Education

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairperson, Board of Education Negotiating  
Committee

\_\_\_\_\_  
Business Representative/Negotiator

\_\_\_\_\_  
Chairperson, Education Support Professionals  
Negotiating Committee



## MEMORANDUM OF AGREEMENT

## MINNEAPOLIS KIDS/CHILD CARE PROGRAMS - STAFFING



The District and the Union agree that quality caregiver-to-child continuity optimizes relationships. As such the District and the Union have agreed to pilot the following model in an effort to stabilize sites and maintain staffing stability year round in the Minneapolis Kids Program in order to provide quality support services to students. This agreement must be renewed or renegotiated in order to retain it beyond the 2007 - 2009 contract term.

### Minneapolis Kids/Child Care Staff:

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.

On occasion it may be necessary to hire temporary employees into positions in the Minneapolis Kids Program and the Teenage Pregnancy and Parenting Program for which the District has attempted to fill permanently through normal recruitment and hiring methods but has been unsuccessful. The District shall fill these positions with temporary employees as defined in Article III, Section C; however, these employees are not subject to the NCLB requirement, but may attempt to meet the requirement through the Para-professional examination process.

### Filling Positions:

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. If an employee's position has decreased in hours or weeks they may excess themselves and go to bidding, placement, or layoff pursuant to Article XIX, Sections F and G. (Reduction in Force). Changes in status are effective July 1, 2008. Employees shall continue to work during the two week period between the end of the school year and the start of the summer program and will be paid through extended time.

### Summer Placement

Both Permanent employees who are classified as 52 weeks and permanent employees who are classified as less than 52 week shall be eligible and given preference for summer employment. Permanent employees who are interested in summer employment must contact the Minneapolis Kids Program Manager no later than May 14, 2008. 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
  - i. Staff who are 20 or more hours per week in their permanent assignment
  - ii. Staff who are less than 20 hours per week in their permanent assignment
3. Citywide based on District Seniority

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 XVII, Section E.

For clarification:

**52 Week Site Coordinators:**

Total hours remain the same (school year and summer); however, during the summer sites may be merged based on programmatic needs.

**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.

**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.

\*\* Extended time could be offered as needed to cover staff absences, but is not part of the permanent assignment.

Review:

The District and the Union agree to meet and review the feasibility of continuing the pilot by **November 1, 2008** with a decision made by **March 30, 2009** on whether to permanently implement and formalize the staffing model defined in this memorandum into the collective bargaining agreement or revert back to the existing language currently in the collective bargaining agreement.

**For the District:**

**For the Union:**

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_



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 Education Support Professionals are key stakeholders, 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 Education 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 Education Support Professionals work with the District's goals for student achievement, as well as support and recognize what the Education Support Professionals bring to the District;

**THEREFORE**, the parties hereto, acting through their respective agents in the contract negotiations process for 2007-2009 contract years do agree that:

They will jointly establish a labor-management committee to address the role of Education Support Professionals, methods for building the capacity of Education 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, and resources. The committee will also look at issues related to employee and employer accountability. This committee will also be free to address other issues as it sees fit.

The committee will convene in a timely fashion so that the product of its work will be in place and operative for the 2008-2009 school year.

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:**

**For the Union:**

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

## APPENDIX C      JOB DESCRIPTION SUMMARIES

The Board of Education of Special School District No. 1 and the Minneapolis Federation of Education 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.

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

- **AIDE TO THE PRINCIPAL:** - (Effective 2002-03 school year/Job title transition/refer to “class options” under Associate Educator) Under supervision, perform duties of ordinary difficulty and complexity in school-community liaison work, and assist in the maintenance of student discipline in the school, on the grounds and at special/athletic events. **Education/Requirements:** Must have High School Diploma or GED equivalent; and demonstrated performance of standard written/spoken English and mathematics.
- **ASSOCIATE EDUCATOR:** With minimal supervision, collaborates with licensed school personnel to support the District’s student achievement goals and discipline and behavior policies and assists teachers in accordance with The Standards of Effective Instructional Support for Education Support Professionals. Independently implements a variety of student, family, community services and educational programs in support of District cultural diversity goals. **Education/Requirements:** 90 quarter or 60 semester credits and/or AA degree in the area of education, child development, child psychology, behavior science, or area related to job assignment; two (2) years experience working in the Minneapolis Schools, or comparable educational setting plus two (2) letters of recommendation, one (1) from a principal or program coordinator and one (1) from a current supervisor (teacher, colleague, etc.) with whom the applicant has worked; and pass an interview screening conducted by Education Support Professionals, Teachers and Principals. “Class Options” - Behavior Resource, Bilingual, Community Resource, Interpreter for Hearing Impaired, Media Resource, PDP Mentor, NCLB/ESEA Support, Special Education Bilingual, Title 1 Computer Resource, Transportation Resource, and Truancy.
- **BILINGUAL PROGRAM ASSISTANT:** With supervision, assist professional staff as an interpreter to facilitate the provision of health, education or other services to non-English speaking, limited English speaking and/or bilingual/bicultural community members as aligned with The Standards of Effective Instructional Support for Education Support Professionals. **Education/Requirements:** High School Diploma or GED equivalent plus 90 quarter or 60 semester college credits. Bilingual and bicultural with the ability to speak, read and write English and at least one other language (for example, Spanish or Hmong and one other Southeast Asian Language).
- **CERTIFIED OCCUPATIONAL THERAPY ASSISTANT:** Under the supervision of the Registered Occupational Therapist (OTR) assist in carrying out treatment plans and assessments. The COTA will advance along a continuum from entry to high proficiency level based on experience, education and practical skills. **Education/Requirements:** High School Diploma or GED equivalent and completion of a two (2) year Certified Occupational Therapy Assistant course; and one (1) year of full-time verifiable experience as a Certified Occupational Therapy Assistant. Must possess and maintain a valid Minnesota Driver’s License.
- **CERTIFIED PHYSICAL THERAPY ASSISTANT:** Under the direction and supervision of the Registered Physical Therapist, performs physical therapy treatments/procedures and related tasks

for/on students as indicated in the student's Individual Educational Plan. The PTA will advance along a continuum from entry to high proficiency level based on experience, education, and practice skills. **Education/Requirements:** Physical Therapy Assistant Associate degree; good knowledge of therapeutic exercise and equipment; and previous experience working in a school or pediatric setting.

- **COMMUNITY SCHOOL COORDINATOR:** (Effective July 1, 2006, Community School Coordinator I and II positions were consolidated under the title "Community School Coordinator") Under supervision, to do work of more than ordinary difficulty and complexity in the development of a Community School Program at an elementary school that includes services for school age children and adults. **Education/Requirements:** High School Diploma or GED equivalent. Must have considerable knowledge of the community in which the program will be functioning.
- **EDUCATIONAL ASSISTANT:** (Effective July 1, 2006, Educational Assistant I, II, and III positions were consolidated under the title "Educational Assistant") With supervision, assist licensed school personnel in a variety of school functions and locations aligned with The Standards of Effective Instructional Support for Educational Assistant. **Education/Requirements:** High School Diploma or GED equivalent plus 90 quarter or 60 semester college credits.
- **ASSISTANT CHILD CARE WORKER** (Effective July 1, 2006, Family Learning Assistant Child Care Worker I and II positions were consolidated under the title "Assistant Child Care Worker") Under the supervision of a Program Assistant or TAPP Coordinator, assists the Child Care Worker or Child Development Specialist in caring for the children of student parents. **Education/Requirement:** High school diploma or GED is preferred. Applicant must meet the requirements and responsibilities of "Assistant Teacher" as defined in DHS Rule 3. Must have knowledge of day care policies and procedures for children birth through school age. Ability to speak, read, and write English.
- **CHILDCARE HELPER.** Under the supervision of a Program Assistant or TAPP Coordinator, assists the Child Care Worker in caring for the children of student parents. **Education/Requirements:** High school diploma or GED equivalent is preferred. Must be eighteen (18) years of age; speak, read and write English; ability to work and communicate with the children and parents representing Minneapolis' diverse cultures, socio-economic, and ethnic backgrounds; applicant must meet the requirements and responsibilities of "Aide" as defined in Department of Human Services Rule 3.
- **CHILD CARE WORKER:** Under the supervision of a Program Assistant or TAPP Coordinator, serves as the lead teacher (as defined in DHS Rule 3) supervising the children of student parents. **Education/Requirements:** High School Diploma or GED equivalent; ability to speak, read and write English; and must meet the requirements and responsibilities of a Teacher as defined in DHS Rule 3. This requirement is the equivalent of a Bachelor's degree including or supplemented by child development courses, coursework and work experience with children birth to five OR equivalent combination of training and experience.
- **HEALTH EDUCATOR II:** Under direction, to do professional and administrative work of more than ordinary difficulty and complexity by directing health education programs. **Education/Requirements:** Must have appropriate four (4) year degree; knowledge of procedures and methods involved in establishing health education programs; knowledge of mass communication systems; knowledge of community resources and agencies; considerable knowledge of the programs and policies of the Minneapolis Health Department.
- **INDIAN HOME SCHOOL LIAISON I, II, III:** (Effective July 1, 2006, these positions were consolidated under the title "Indian Home School Liaison". This job classification is now discontinued.) Increase the educational success for all Native American students by facilitating and improving communication between the school and Native American parents, and assisting in

solving problems which may exist or which may develop that relate to Native American students. **Education/Requirements:** High School Diploma or GED equivalent; two years experience working with Native American youth or families in the Native American community; knowledge of Native American culture and heritage.

- **INSTRUCTIONAL TECHNOLOGY ASSISTANT:** (Effective July 1, 2006, the positions of Instructional Technology Assistant II and III will be consolidated under the title "Instructional Technology Assistant") Provide field support to schools in the installation, maintenance and/or operation of instructional technology and/or computer equipment. **Education/Requirements:** High School Diploma or GED equivalent; and 30 quarter credits of education specifically in computer use, peripherals, software set-up and maintenance. Two (2) years experience or equivalent training, operating, maintaining/repairing instructional and/or computer equipment.
- **INSTRUCTIONAL TECHNOLOGY SUPPORT SPECIALIST:** Responsible for all aspects of instructional data and network communications District-wide. Work both individually and in team environment to meet the instructional technology needs of staff and students in all District school sites. **Education/Requirements:** High School Diploma or GED equivalent; and 45 credits of post high school education specifically in computer use, peripherals, software, set-up and maintenance or equivalent training; and three to four (3-4) years full-time experience operating, maintaining, and repairing instructional technology equipment or computer hardware wiring within a network environment.
- **MINNEAPOLIS KIDS CHILD CARE ASSISTANT I AND II:** (Effective July 1, 2006, Minneapolis Kids Child Care Assistant I and II positions were consolidated under the title "Minneapolis Kids Child Care Assistant"). Under the general program supervision of the Site Coordinator, assists with program development and maintenance which may include all or some of the following: planned activities, supervising children, goal setting, environment and preparation, interest areas, sanitary and safety checks and procedures, parent communication and conferences, and program records. **Education/Requirement:** Graduation from a two year Child Development Training Course. Six months of full-time (or equivalent part-time) experience working with infants, and/or toddlers as a Child Care Aide in a day care center, plus completion of three accredited Child Development training courses (90 hours).
- **MINNEAPOLIS KIDS SITE COORDINATOR:** 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.
- **PROGRAM AIDE:** (Effective July 1, 2006, Program Aide I and II positions were consolidated under the title "Program Aide") Under general supervision, assist in public relations, promoting the school or program, coordinating and implementing school programs and community services. **Education/Requirements:** High School Diploma or GED equivalent; one (1) year of experience in providing services to low income or disadvantaged groups, or one (1) year working in an educational environment.
- **SCHOOL COMMUNITY LIAISON:** (Effective July 1, 2006, School Community Liaison I, II and III positions were consolidated under the title "School Community Liaison") Under general supervision, perform duties of more than ordinary difficulty and complexity in assisting professional school social work and special education personnel. **Education/Requirements:** High School Diploma or GED equivalent, with demonstrated performance in the areas of Math and standard

written and spoken English; knowledge of community, county, school, and city agencies, and the role of the school in the community.

- **SCHOOL SUCCESS PROGRAM ASSISTANT:** Work directly and collaboratively with District service units, administrators, school site staff, parents and students, and community service providers to develop comprehensive and inclusive strategies that address the school success of students. **Education/Requirements:** Bachelor's degree in Corrections, Child Psychology, Child Development, Education, Social Sciences or closely related area.
- **SPECIAL EDUCATION ASSISTANT:** With supervision, assist licensed Minneapolis Public School staff in the implementation of a comprehensive educational program for students, age 0 to 22 years old, who are in Special Education programs across multiple school and community environments as aligned with The Standards of Effective Instructional Support for Education Support Professionals. Individuals will work in programs that serve students with autism, mental impairments, physical impairments, other health impairments and behavioral disorders as well as those who are deaf/hard of hearing, have visual impairments and in Early Childhood Special Education programs. **Education/Requirements:** High School Diploma or GED equivalent; plus 90 quarter or 60 semester college credits, with demonstrated performance of standard written and oral English, and mathematics. Attend a mandatory 60 hour core special education training offered by the District, and additional 20 hour training specific to the assigned program. "Class Options" – Bilingual.
- **TRANSPORTATION RESOURCE ASSISTANT:** (Effective 2002-03 school year/Job title transition/refer to "class options" under Associate Educator). Under supervision, assists in the safe and timely arrival of buses and establishes pick-up and drop-off stops for all students include LEP and Special Education students. **Education/Requirements:** High School Diploma or GED equivalent; must be a current employee of the Minneapolis Public Schools; completed two (2) years of related post secondary education or at least two (2) full-time school years of verifiable related experience; and one (1) year experience working with students in an educational setting.
- **TRUANCY WORKER:** (Effective 2002-03 school year/Job title transition/refer to "class options" under Associate Educator) Assist the school social work personnel in providing truancy services to students and their families. **Education/Requirements:** High School Diploma or GED equivalent; and one (1) year of college course work in Human Services or Social Services; Two (2) years full-time experience in social work service agency with youth or families, juvenile corrections or recreation.

**AIDE TO THE PRINCIPAL**

(Effective 2002-03 school year)

(Job title transition/refer to "class options" under Associate Educator)

**JOB SUMMARY:** Under supervision, perform duties of ordinary difficulty and complexity in school-community liaison work, and assist in the maintenance of student discipline in the school, on the grounds and at special/athletic events.

**ESSENTIAL FUNCTIONS:**

1. Assist the administrator and faculty in understanding the problems, outlook and background of at risk students and communicate and interpret community attitudes.
2. Make home calls under the direction of the supervisor to provide and to obtain information regarding student absenteeism, behavior problems, progress, and home and school conditions.
3. Answer any question parents or students might have or refers to proper source.
4. Supervise student traffic within the building and groups on school grounds and at other special events as assigned.
5. Assist students in getting to class and other appointments promptly, with as little disruption of others as possible.
6. Assist administrator in recognizing situations which might lead to disruption; if a disruptive situation develops, assisting in bringing the situation under control.
7. Attend, and participate in as required, faculty and/or community meetings.
8. Prepare reports on assigned subjects, disruptions, or home visit findings.

**ADDITIONAL RESPONSIBILITIES:**

1. May be asked to testify before hearings or other legal bodies as required.
2. Other duties as assigned/required.

**EDUCATION, EXPERIENCE, AND SKILLS REQUIRED:**

1. High School Diploma or GED equivalent; and demonstrated performance of standard written/spoken English and mathematics.
2. Knowledge of school rules and procedures.
3. Knowledge of conflict mediation and resolution techniques.
4. Knowledge of the school community with some knowledge of the role of the school in the community.
5. Some knowledge of human growth and development.
6. Ability to relate to students with warmth and understanding.
7. Ability to supervise a group of students.
8. Ability to act decisively in case of student disruption.

**Working Conditions/Physical Requirements:** School environment; capacity to physically control a middle or high school aged student in disruptive situations.

## ASSOCIATE EDUCATOR

**POSITION SUMMARY:** With minimal supervision, collaborates with licensed school personnel to support the District's student achievement goals and discipline and behavior policies and assists teachers in accordance with The Standards of Effective Instructional Support for Education Support Professional. Independently implements a variety of student, family, community services and educational programs in support of District cultural diversity goals.

### **QUALIFICATIONS:**

#### Required:

1. Completed 90 quarter or 60 semester college credits, and/or AA degree in the area of Education, Child Development, Child Psychology, Behavioral Sciences; or area related to position assignment.
2. Two (2) years experience working in the Minneapolis Schools or comparable educational setting.
3. Ability to effectively meet school, student, and program needs as demonstrated by:
  - \* One letter of recommendation from a principal or program coordinator **AND**
  - \* One letter from a current supervisor (teacher, coordinator, etc); or recommendation from a colleague with whom the applicant has worked.
  - \* Passing an interview screening conducted by Educational Assistant, teachers, and principals.
4. Attend mandatory Crisis Prevention Intervention (CPI) and Documentation trainings within one year of being hired for the position and maintain a current expiration date on the CPI card by taking a refresher class annually.

#### Desirable:

1. Knowledge of related educational programs and the school community.
2. Training and experience in the use of computers and other technology equipment.
3. Ability to work effectively in collaboration with others.
4. Ability to act in a leadership role and independently initiate and follow through on tasks under minimal supervision.
5. Strong organizational skills.
6. Demonstrate oral and written communication skills in working with students, families, and community representatives and in collaborating with school personnel.

### **RESPONSIBILITIES:**

#### Essential:

1. Implement and maintain school programs and student services in some or all of the following areas: transportation, curriculum development and implementation, computer learning, media/technology assistant to staff and students, extended week or year activities, job training, mentoring colleagues, or other programs.
2. Act as a liaison between the students, family, community, and the school.
3. Participate in, provide information to, and/or facilitate staff team meetings related to school programs and student services.
4. Act as a resource to provide knowledge of services and program objectives to staff, departments, and the community.
5. Involved in planning, coordinating, and developing school programs and student services.
6. Conduct evaluations and provide information related to program assessment used to measure program effectiveness.
7. Use technology skills to organize and deliver school programs and student services.
8. Meets District's standards for employee performance and attendance.

#### Additional:

1. Participate in staff development/professional growth activities relevant to position, responsibilities and School Improvement Plan (SIP) and Professional Development Plan (PDP).
2. Perform related duties as assigned/requested.

The Following are “Class Options” under Associate Educator

Behavior Resource: Assist in maintaining student discipline in the school, on the grounds, and at specific special events. Assist administration in communicating with and understanding students at risk. Maintain student behavior thru intervention and parent contact.

Bilingual: Assist licensed staff as an interpreter to facilitate the provision of health, education, or other services to non-English speaking, limited English speaking and/or bilingual/bicultural community members.

Community Resource: Assist in promoting the school or program by providing information to parents, visitors, and students. Coordinate and implement school programs, act as a liaison between students, parents, and community services.

Interpreter for Hearing Impaired: Provide sign language interpreting/transliterating services for deaf/hard of hearing students and assist licensed school personnel in a variety of school functions and locations as aligned with The Standards of Effective Instruction for Education Support Professionals.

Media Resource: Perform a variety of duties assisting licensed personnel in the Media Center. Assist in preparing instructional, informational and referral material. Provide prescribed instructional strategies with individuals or small groups of students. Support teachers with technology needs in the classroom.

Professional Development Process (PDP) Mentor: Coordinate the development and implementation of the EASRP mentoring process and provide professional development support for District EASRP.

Special Education Bilingual: Interpret and translate all information relating to the educational programming for students who have both Special Education and English Language Learner needs. Requires oral and written fluency in English and a second language and bicultural background. Work in conjunction with Special Education and regular education teachers.

Title 1 Computer Resource: Provide support to licensed personnel in the computer lab. Assist with training students on computer programs.

Transportation Resource: Establish and provide transportation needs related to students. Works with administration on establishing and enforcing discipline procedures relating to behavior on buses. Communicates with the Transportation Department, administration, and parents on transportation concerns.

Truancy: Assist licensed personnel in implementing attendance and truancy procedures. Provide support to students with attendance issues through home visits, parent contact, group counseling, team meetings and community agencies.

**Physical Requirements/Working Conditions:**

School environment; may involve lifting up to 40 pounds, and the ability to sit, walk, and/or stand for extended periods of time, both indoors and outdoors.

## Bilingual Program Aide

With supervision, assist professional staff as an interpreter to facilitate the provision of health, education or other services to non-English speaking, limited English speaking and/or bilingual/bicultural community members as aligned with The Standards of Effective Instructional Support for Educational Support Professionals.

### **QUALIFICATIONS:**

#### Required:

1. High school diploma or GED plus 90 quarter or 60 semester college credits.
2. Demonstrate the ability to speak, read, write and translate English and at least one other language (for example, Somali, Spanish, or Hmong and one other Southeast Asian Language).
3. Educational background to be able to assist site staff in the provision of health, education or other services to non-English speaking clients.
4. Knowledge of, and experience with, cultural differences, which may affect non-English speaking students and their parents and the process of acculturation to American society.
5. Knowledge of the program in which the position exists.
6. The ability to communicate effectively and sensitively with non-English speaking students and their families, especially with related program needs.

#### Desirable:

1. Technical training or certification in bilingual interpretation.
2. Post-secondary coursework in education, child development or a related area.
3. Knowledge of the programs and procedures of the Minneapolis Public Schools.
4. Computer experience to assist in collaboration with families, schools, and/or community.

### **RESPONSIBILITIES:**

#### Essential:

1. Interpret the required language and culture for school personnel in a variety of situations including home, community and school-based screening activities with young children and students and in various education assessments, arranging and conducting interviews, home visits and conferences with parents; interpret the English language and culture for non-English speaking children, students, and parents during these activities; provide interpreting services in the classroom and other educational settings as needed.
2. Assist site staff in delivering educational programs/services to students and in facilitating the integration of students and classes.
3. Screen individuals seeking health or educational service to help determine need for support services such as transportation, social services, additional interpreter services, referral to other community agencies, etc.
4. Assist families in accessing, obtaining and implementing educational activities, medical and other community services.
5. Assist in the development and translation of materials for students, staff and families.
6. Provide culturally relevant information to staff to assist in providing District services to students and families.
7. Meet District's standards for employee performance in attendance.
8. Participate in staff development/professional growth activities relevant to position responsibilities, School Improvement Plan (SIP), and Professional Development Plan (PDP).
9. Meets District's standards for employee performance and attendance.

#### Additional:

1. Provide documentation/reports of work activities as requested.
2. Perform related duties as assigned/requested.

### **Working Conditions/Physical Requirements:**

Normal classroom environment; ability to manage student behavior with the physical capacity to work directly with and supervise students.

Revised 3/11/2002

## **CERTIFIED OCCUPATIONAL THERAPIST ASSISTANT**

**JOB SUMMARY:** Assist the Occupational Therapist in carrying out treatment plans and assessments.

### **ESSENTIAL FUNCTIONS:**

1. Uses tests to determine student's level of functioning and eligibility for therapy services.
2. Provides input describing abilities/needs in order to facilitate program planning.
3. Provides treatment for students qualifying for therapy services.
4. Maintains appropriate student records of services provided.
5. Cleans and maintains work area and equipment.
6. Constructs/adapts equipment used by therapist or students.

### **ADDITIONAL RESPONSIBILITIES:**

1. Performs other related duties as assigned.

### **EDUCATION, EXPERIENCE, AND SKILLS REQUIRED:**

1. High School Diploma or GED and completion of a two (2) year Certified Occupational Therapy Assistant course.
2. One (1) year of full-time verifiable experience as a Certified Occupational Therapy Assistant.
3. Possess and maintain a valid Minnesota Driver's License.
4. Knowledge of the developmental sequences for children.
5. Knowledge of the appropriate therapy modalities used in treatment and adaptive equipment.
6. Knowledge of basic anatomy.
7. Knowledge of Special Education Due Process procedures.
8. The ability to work with students, staff and parents in a variety of environments.
9. Ability to lift students weighing approximately 50 lbs.
10. Ability to use hand/power tools.

**Working Conditions/Physical Requirements:** Normal with some fieldwork.

## **CERTIFIED PHYSICAL THERAPIST ASSISTANT**

**JOB SUMMARY:** Under the direction and supervision of the Registered Physical Therapist, perform physical therapy treatments/procedures and related tasks for/on students as indicated in the student's Individual Educational Plan. The PTA will advance along a continuum from entry to high proficiency level based on experience, education, and practice skills.

### **ESSENTIAL FUNCTIONS:**

1. Assist the RPT in observing and screening students with physical and motor disabilities.
2. Provide physical therapy treatments for students as designated on the IEP under the management of the RPT.
3. Assist the RPT in maintaining student files including recording, charting or graphing data relative to the student's progress.
4. Assist the RPT in maintaining safety and cleanliness of therapy space and equipment.
5. Learn and adhere to the established policies and procedures of the District and the Special Education department.
6. Learn and adhere to the ethical standards of the profession, and seek to continue professional development.

### **ADDITIONAL RESPONSIBILITIES:**

1. Other duties as assigned/required.

### **EDUCATION, SKILLS, AND EXPERIENCE:**

1. Graduate of a Physical Therapy Assistant Associate Degree program, accredited by an agency recognized by the Minnesota Department of Education or the Council on Post Secondary Accreditation.
2. Good knowledge of therapeutic exercise and equipment.
3. Previous experience working in a school or pediatric setting.
4. Good organizational, verbal and written communication skills.
5. Experience in adapting the intervention environment, tools, materials and therapeutic activities.
6. Ability to travel between school assignments, as the therapy/schedule requires.

**Working Conditions/Physical Requirements:** School setting. Ability to lift up to 50 pounds, ability to transfer students; ability to crouch, stoop and bend.

1. Assist in observing and screening students with physical/motor disabilities.
2. Provide quality therapy treatment based on current professional knowledge and management interventions for students and/or groups based on the Individual Educational Plan (IEP/IFSP) goals and objectives.
3. Assist in maintaining student files, including recording, charting or graphing data relative to the student's progress.
4. Maintain and document intervention procedures and results, using the appropriate forms, records, and reports.
5. Maintain treatment area, equipment, and supply inventory.
6. Adapt intervention environment, tools, materials, and activities according to the needs of the student under the supervision of the therapist.
7. Monitor own performance, and identify needed level of supervision in collaboration with the therapist.
8. Learn and adhere to ethical standards of the profession, while functioning according to the APTA Standards of Ethical Conduct for the PTA.
9. Communicate and interact with other team members, family, or caregivers in collaboration with the therapist.
10. Assist in maintaining safety and cleanliness of therapy space and equipment.
11. Learn and adhere to established policies/procedures of the District and Special Education department.
12. Identify and pursue own professional growth and development, under the Professional Development Plan.
13. Participate in professional and school activities.

## **COMMUNITY SCHOOL COORDINATOR I**

(Effective July 1, 2006, the positions of Community School Coordinator I and II will be consolidated under the title "Community School Coordinator")

**JOB SUMMARY:** Under supervision, perform work of more than ordinary difficulty and complexity in the development of a Community School Program at an elementary school that includes services for school age children and adults.

### **ESSENTIAL FUNCTIONS:**

1. Develop and maintain an effective community school advisory council at a small elementary school; divides community council into effective committees for registration, leadership and publicity.
2. Plan and direct a program that will meets the needs of that community, including activities for children and adults.
3. Conduct a community survey to determine the needs and interests of the community.
4. Develop and maintain a good working relationship with the school staff, the children, and families living within the geographical school area.

### **ADDITIONAL RESPONSIBILITIES:**

1. Perform other related tasks as requested/required.

### **EDUCATION, EXPERIENCE, AND SKILLS REQUIRED:**

1. Considerable knowledge of the community in which the program will be functioning.
2. Some knowledge of school rules and procedures.
3. Some knowledge of outside agencies and area organizations which can help in the development of community programs.
4. Some knowledge of principles of administration and supervision.
5. Ability to organize and oversee an effective community council.
6. Ability to develop effective ongoing programs which serve children and adults and community groups.
7. Ability to supervise building facilities and staff necessary to carry out programs in the school.
8. Ability to use independent judgment and initiative in implementing the programs and carrying out the duties of this position.

**Working Conditions:** School environment.

## **EDUCATIONAL ASSISTANT**

(Effective July 1, 2006, the positions of Educational Assistant I, II, & III I and II will be consolidated under the title "Educational Assistant")

With supervision, assist licensed school personnel in a variety of school functions and locations aligned with The Standards of Effective Instructional Support for .

### **QUALIFICATIONS:**

#### Required:

1. Minimum of a High School Diploma or GED equivalent; plus 90 quarter or 60 semester college credits.
2. Demonstrates performance of standard English (written and/or oral) and Mathematics.
3. Attends mandatory Crisis Prevention Intervention (CPI) trainings within one year of being hired for the position and maintain a current expiration date on the CPI card by taking annual refresher classes.

#### Desirable:

1. Training and experience in the use of computers and other technology equipment related to the position, Mac and/or PC based systems.
2. Knowledge of related educational programs and the school community.

### **RESPONSIBILITIES:**

#### Essential:

1. Establishes positive relationships with students and acts as a role model for appropriate social skills and behavior in all situations.
2. Assists staff in the management of student behavior by applying proactive strategies when dealing with students' behaviors. Implements District approved techniques for verbal de-escalation, personal safety, and safe physical restraints. Assumes safety responsibilities for students in all environments.
3. Collaborates and works cooperatively, as a team member, with colleagues, staff, and community representatives.
4. Follows written and oral instructions, and independently follows through on teacher directed programming/strategies.
5. Supports the District's position of valuing diversity and promoting respect.
6. Maintains professional District Educational Assistant competencies by attending mandatory in-services and workshops, and in self-selected professional growth activities as related to the individual Professional Development Plan (PDP).
7. Assumes safety responsibilities for students when providing community-based instruction and vocational training, i.e. field trips.
8. Performs prescribed instructional strategies with individuals and/or small groups, which accommodate differences in developmental levels and learning styles.
9. Documents student progress or behavior.
10. Supervises and monitors groups of students; and maintains discipline and order in halls, lunchrooms, buses, playgrounds, classrooms, and/or other social settings.
11. Assists licensed staff in preparing instructional, informational and referral materials as requested.
12. Meets District's standards for employee performance and attendance.

#### Additional:

1. Performs other related duties as assigned.

## **ASSISTANT CHILD CARE WORKER**

(Effective July 1, 2006, the positions of Family Learning Assistant Child Care Worker I & II will be consolidated under the title "Family Learning Assistant Child Care Worker")

**JOB SUMMARY:** The Assistant Child Care Worker, under the supervision of a Program Assistant or TAPP Coordinator, assists the Child Care Worker or Child Development Specialist in caring for the children of student parents.

### **ESSENTIAL FUNCTIONS:**

1. Care for children by actively playing with them, talking and reading to assist their development in language and social skills.
2. Observe developmental progress, health and well being of children and report significant observations.
3. Prepare materials, identifying and utilizing age appropriate methods to help all students participate in the classroom activities.
4. Perform diapering and toileting duties in accordance with recommendations set by the health consultant (MVNA).
5. Perform food preparation, serving and clean up duties, follow posted menu; aware and in compliance with CCFP guidelines.
6. Perform general housekeeping tasks in classroom and other areas used by children in order to assure a safe and sanitary environment.
7. Respects and contributes to the accomplishments of other staff members through cooperation and the sharing of ideas, duties and responsibilities.
8. Assist in parent communication by contributing to parent conferences, answering or referring parent concerns and aiding in written communications to parents.
9. Be familiar with all aspects of the program and its record keeping in order to ensure its smooth continuity.

### **ADDITIONAL RESPONSIBILITIES:**

1. Perform related work as assigned.

### **EDUCATION, EXPERIENCE, AND SKILLS REQUIRED:**

1. Applicant must meet the requirements and responsibilities of "Assistant Teacher" as defined in Department of Human Services Rule 3.
2. Good knowledge of day care policies and procedures for children birth through school age.
3. Knowledge of child development theory.
4. Ability to speak, read, and write English; a High School Diploma or equivalent.
5. Ability to work and communicate effectively and positively with children and parents representing Minneapolis' diverse cultural, socio-economic, and ethnic backgrounds.

**Working Conditions/Physical Requirements:** May require frequent lifting of infants up to 30 pounds, pushing/pulling of strollers or carts, and changing of diapers/toileting children.

## CHILD CARE HELPER

**JOB SUMMARY:** The Child Care Helper, under the supervision of a Program Assistant or TAPP Coordinator, assists the Child Care Worker in caring for the children of student parents.

### **ESSENTIAL FUNCTIONS:**

1. Care for children by actively playing with them, talking and reading as directed by lead teacher.
2. Observe developmental progress, health and well being of children and report significant observations.
3. Prepare materials, prepare classroom environment for planned activities, help carry out planned activities as directed by lead teacher.
4. Perform diapering and toileting duties as well as cleaning and maintaining area in accordance with recommendations set by the health consultant (MVNA).
5. Perform food preparation, serving and clean up duties, follow posted menu; aware and in compliance with CCFP guidelines.
6. Perform general housekeeping tasks in classroom and other areas used by children in order to assure a safe and sanitary environment.
7. Respect and contribute to the accomplishments of other staff members through cooperation and the sharing of ideas, duties and responsibilities.
8. Be familiar with all aspects of the program in order to ensure its smooth continuity.
9. Attend staff inservice and development meetings.
10. Exhibit an awareness of overall program philosophy.
11. Develop an agenda for personal development including regularly updated first aide training.
12. Demonstrate ability to communicate with parents, building personnel, and community members regarding program services.

### **ADDITIONAL RESPONSIBILITIES:**

1. Performs related work as assigned.

### **EDUCATION, EXPERIENCE, AND SKILLS REQUIRED:**

1. Applicant must meet the requirements and responsibilities of "Aide" as defined in Department of Human Services Rule 3.
2. Ability to speak, read, and write English; a High School Diploma or equivalent.
3. Ability to work and communicate effectively and positively with children and parents representing Minneapolis' diverse cultural, socio-economic, and ethnic backgrounds.

**Working Conditions/Physical Requirements:** May require frequent lifting of children up to 30 pounds, pushing/pulling of strollers or carts, and changing of diapers, toileting children.

## **CHILD CARE WORKER**

**JOB SUMMARY:** The Child Care Worker, under the supervision of a Program Assistant or TAPP Coordinator, serves as the lead teacher (as defined in DHS Rule 3) supervising the children of student parents.

### **ESSENTIAL FUNCTIONS:**

1. Develop curriculum to meet the social, emotional and intellectual needs of the children that includes developing child related goals, developing written plans of daily activities, posting a daily schedule.
2. Work directly with children when implementing programs and activities including transition periods.
3. Observe developmental progress, health and well being of children and report significant observations.
4. Develop and implement a plan for parent communication.
5. Communicate regularly with program staff regarding programming.
6. Respect and contribute to the accomplishments of other staff members through cooperation and the sharing of ideas, duties and responsibilities.
7. Be familiar with all aspects of the program in order to ensure its smooth continuity.
8. Attend staff in-service and development meetings.
9. Exhibit an awareness of overall program philosophy.

### **ADDITIONAL RESPONSIBILITIES:**

1. Perform related work as assigned.

### **EDUCATION, EXPERIENCE, AND SKILLS REQUIRED:**

2. Applicant must meet the requirements and responsibilities of "Teacher" as defined in Department of Human Services Rule 3.
3. Considerable knowledge of day care policies and procedures for children birth through school age.
4. Good knowledge of child development theory.
5. Ability to speak, read, and write English; a High School Diploma or equivalent.
6. Ability to work and communicate effectively and positively with children and parents representing Minneapolis' diverse cultural, socio-economic, and ethnic backgrounds.

**Working Conditions/Physical Requirements:** May require frequent lifting of children up to 30 pounds, pushing/pulling of strollers or carts, and changing of diapers, toileting children.

## HEALTH EDUCATOR II

**JOB SUMMARY:** Under direction, perform professional and administrative work of more than ordinary difficulty and complexity directing health education programs, and related work as required.

### **ESSENTIAL FUNCTIONS:**

1. Analyzes clinic data, census tract data, neighborhood characteristic data and other data to determine demographics and community needs information to be used in Health Department Education Programs.
2. Assists in planning and implementing the Health Department Education Programs.
3. Plans, prepares and distributes pamphlets, brochures and posters.
4. Prepares and adapts materials for use in radio and television announcements and programs.
5. Prepares slides, films, billboard displays, exhibits, and educational materials.
6. Plans and conducts educational meetings.
7. Instructs staff in health education methods and techniques.
8. Plans and conducts orientation meetings on functions, programs and services of the Health Department.
9. Appears as a speaker or obtains speakers for meetings.
10. Assists community organizations in establishing effective use of project funds and keeps a current account of expenditures.
11. Assists in preparation of departmental and federal agency reports.
12. Plans and conducts surveys to determine community needs and resources.
13. May perform lead work duties over Health Educators I.

### **ADDITIONAL RESPONSIBILITIES:**

1. Performs related duties as required.

### **EDUCATION, EXPERIENCE, AND SKILLS REQUIRED:**

1. Good knowledge of procedures and methods involved in establishing health education programs.
2. Good knowledge of mass communication systems.
3. Good knowledge of community resources and agencies.
4. Good knowledge of marketing and research techniques and practices as they relate to health programs.
5. Good knowledge of the techniques involved in the preparation of news releases, reports, brochures, etc.
6. Considerable knowledge of the programs and policies of the Minneapolis Health Department.
7. Ability to present ideas accurately, effectively, and concisely both orally and in writing.
8. Ability to work with people of various levels of education and socio-economic backgrounds.
9. Ability to develop creative programs.
10. Ability to conduct meetings.
11. Ability to work independently.
12. Ability to plan and implement complex programs.

## **INDIAN HOME SCHOOL LIAISON**

(Effective July 1, 2006, the positions of Indian Home School Liaison I, II & III will be consolidated under the title "Indian Home School Liaison" This is a discontinued job classification.)

**JOB SUMMARY:** Increase the educational success for all Native American students by facilitating and improving communication between the school and Native American parents, and assist in solving problems which may exist or which may develop that relate to Native American students.

### **ESSENTIAL FUNCTIONS:**

1. Establish/maintain regular contact with Native American students and parents through home visits, phone contacts, and a variety of other means.
2. Assist in the identification of Native American students with learning/behavioral issues.
3. Make referrals to social workers and other professional staff regarding Native American students with special education concerns.
4. Provide information about special education and parental rights to parents of disabled students in consultation with appropriate professional staff.
5. Attend Individual Education Plan (IEP) meetings, staffing and team meetings that concern and involve Native American students.
6. Identify Native American students experiencing attendance problems and work with the student/parent to improve attendance.
7. Provide appropriate data to school staff regarding attendance issues of Native American students.
8. Identify, monitor, and follow up on Native American students with attendance issues.
9. Provide consultation to school staff regarding unique needs of Native American students and appropriate strategies to address them.
10. Maintain a written log that documents special education services provided to at-risk Native American students.

### **ADDITIONAL RESPONSIBILITIES:**

1. Perform other related duties as assigned/required.

### **EDUCATION, EXPERIENCE, AND SKILLS REQUIRED:**

1. High School Diploma, or GED equivalent.
2. Two years of experience working with Native American youth or families in the Native American community.
3. Knowledge of Native American culture and heritage.
4. Knowledge of current needs/issues of Native American students and parents.
5. Knowledge of special education programs, laws, due process, and Individual Educational Plans.
6. Knowledge of community resources and how they connect/relate to the Native American community.
7. Ability to work and relate effectively with children and families from Native American backgrounds.
8. Ability to communicate effectively in written and oral forms.

**Working Conditions/Physical Requirements:** School environment. Ability to travel between locations.

## **INSTRUCTIONAL TECHNOLOGY ASSISTANT**

(Effective July 1, 2006, the positions of Instructional Technology Assistant II & III will be consolidated under the title "Instructional Technology Assistant")

**JOB SUMMARY:** Provide field support to the school in the installation, maintenance and/or operation of instructional technology and computer equipment.

### **ESSENTIAL FUNCTIONS:**

1. Install and/or set up instructional technology equipment and computer hardware in the schools and other field sites.
2. Install, maintain, and troubleshoot computer networks for MAC, DOS, Windows, and any future operating systems.
3. Diagnose hardware and software problems on all equipment.
4. Perform minor or routine repairs on equipment, using the appropriate tools; assist in arranging for major repairs when appropriate.
5. Respond to user service questions or complaints by phone or in person.
6. Consult with vendors and other outside resources to determine solutions to unusual problems in equipment operation and maintenance.
7. Provide in-service training classes and individual staff training on-site to Media Specialist, Teachers and Educational Assistant on the proper operation and maintenance of equipment.
8. Evaluate new technology for the District, and may assist schools and departments in selecting Instructional Technology and Computer equipment by assessing and evaluating needs, reviewing sales literature, contacting sales representatives, etc.
9. Coordinate the inventory of all equipment and make recommendations concerning the replacement or removal of equipment from the inventory.

### **ADDITIONAL RESPONSIBILITIES:**

1. Perform other duties as required/assigned.

### **EDUCATION, EXPERIENCE, AND SKILLS REQUIRED:**

1. High School diploma, or equivalent; and 30 quarter credits of education specifically in computer use, peripherals, software, setup and maintenance.
2. Two years full time experience operating, maintaining and repairing instructional technology equipment or computer hardware. Novell, Macintosh, Windows Operating systems, preferred.
3. Knowledge of the operation and maintenance of instructional technology equipment/computers PC/MAC. Network Operating systems Novell, NT, Appleshare preferred.
4. Knowledge of computer hardware and software, including equipment function, with familiarity with a variety of operating systems.
5. Knowledge of computer networking.
6. Knowledge of instructional technology and computer repair, and of the tools and equipment used to maintain the equipment.
7. Mechanical ability to troubleshoot a wide variety of equipment in the school system.
8. Strong communication skills in resolving problems of equipment users and providing in-service training.
9. Strong organizational skills.
10. Ability to acquire new skills in response to changing technology
11. Ability to accurately type 45 words per minute.

**Working Conditions/Physical Requirements:** School/office environment. Ability to lift and move equipment up to 50 pounds. Frequent exposure to video display terminals, dust, dirt, and noise.

## INSTRUCTIONAL TECHNOLOGY SUPPORT SPECIALIST

**JOB SUMMARY:** Responsible for all aspects of instructional data and network communications District-wide. Work both individually and in team environment to meet the instructional technology needs of staff and students in all District school sites.

### ESSENTIAL FUNCTIONS:

1. Install and configure network servers with operating systems such as Novell 3.1 or 4.1, Appleshare 3.x to 6.x and future operating systems.
2. Install hubs, switches, within LAN and WAN environment.
3. Connect main closet router and connect fiber to all closets.
4. Install email servers in LAN/WAN environment.
5. Provide ongoing District-wide technical support, troubleshoot and diagnose hardware and software problems for LANs/WANs within the District.
6. Design and configure prototypes for Macintosh and/or PC according to the needs of the individual lab or site and deploy that image to multiple machines.
7. Work with facilities to design and wire Media Centers, Labs and classrooms.
8. Maintain and update Circulation/Catalog/Textbook Plus systems at every school site.
9. Maintain a database of all instructional servers and other hardware in LAN/WAN environment within the District.
10. Provide planning and technical support for installation of LAN/WAN network infrastructure.
11. Provide instructions and training for building site Technology Assistants IIs and IIIs while implementing building LANs.
12. Evaluate and recommend new technology hardware or software for District LANs and WANs.
13. Create and update Web sites for the District.
14. Troubleshoot the WAN environment.

### EDUCATION, EXPERIENCE AND SKILLS REQUIRED:

1. 45 credits of post high school education specifically in computer use, peripherals, software, set-up and maintenance or equivalent training.
2. High School diploma or equivalent.
3. 3-4 years full time experience operating, maintaining, and repairing instructional technology equipment or computer hardware wiring within a network environment. Macintosh, Windows, or Novell experience required.
4. Knowledge of the operation of both Macintosh and PC operating systems required.
5. Knowledge and expertise in LAN/WAN environment.
6. Ability to troubleshoot a wide variety of hardware and software problems. Strong organizational, communication and supervisory skills.
7. Ability to acquire new skills and training to respond to changing technology.
8. Experience in technology staff development training.
9. Expertise with network adapters, hubs, and switches.
10. Experience with troubleshooting routers.

**Working Conditions/Physical Requirements:** School/office environment. Ability to lift and move equipment up to 50 pounds. Frequent exposure to video display terminals, dust, dirt, and noise.

## **MINNEAPOLIS KIDS CHILD CARE ASSISTANT**

(Effective July 1, 2006, the positions of Minneapolis Kids Child Care Assistant I & II will be consolidated under the title "Minneapolis Kids Child Care Assistant")

**JOB SUMMARY:** The Child Care Assistant is responsible to the Site Coordinator assigned to the location. She/He assists the Site Coordinator with program development and maintenance which may include all or some of the following: planned activities, supervising children, goal setting, environment and preparation, interest areas, sanitary and safety checks and procedures, parent communication and conferences, and program records.

### **ESSENTIAL FUNCTIONS:**

1. Assists the Site-Coordinator with goal setting and program implementation and evaluation.
2. Works directly with and supervises children in planned activities (including field trips) and during lunch, snack, transition and quiet time.
3. Maintains room environment by setting up, cleaning, and storing supplies and equipment.
4. Assists the Site Coordinator in preparing and maintaining program site records and reports.
5. Assists the Site Coordinator in assuring students' safety and well being.
6. Promotes positive parent communication regarding children's day.
7. Communicates regularly and as necessary with program staff and building personnel regarding programming.
8. Attends required staff meetings.
9. Participates in ongoing staff development.
10. Assists with other related duties necessary for the proper operation of the program.

### **EDUCATION, EXPERIENCE, AND SKILLS REQUIRED:**

1. Graduation from a two year Child Development Training Course.
2. Six months of full-time (or equivalent part-time) experience working with infants, and/or toddlers as a Child Care Aide in a day care center, plus completion of three accredited Child Development training courses (90 hours).
3. Meets the Minnesota State Department of Welfare Center licensing requirements for "assistant teachers".
4. Considerable knowledge of day care procedures and goals for school age children.
5. Knowledge of developmental needs of children.
6. Knowledge of child development theory.
7. Ability to implement a program that meets the social, emotional, intellectual and physical needs of the children.
8. Ability to effectively discipline and maintain order in a day care setting.
9. Ability to interact and relate effectively to children and staff with multicultural and multiethnic backgrounds.

## **MINNEAPOLIS KIDS SITE COORDINATOR**

**JOB SUMMARY:** The Site Coordinator is responsible to the Program Manager for the overall program operation at childcare locations before and after school and on school release/vacation days. The Site Coordinator provides leadership for assistant childcare workers, substitutes, as well as volunteers, at each location.

### **ESSENTIAL FUNCTIONS:**

1. Develops and maintains quality programming including curriculum and schedule of daily activities.
2. Works directly with children when implementing programs and activities including transition periods and lunch/snack time.
3. Develops goals regarding room environment including equipment, interest areas, sanitary and safety checks.
4. Develops and maintains a plan for parent communication to include orientation, conferences, meetings, notes, newsletters, with the Advisory Council representative.
5. Communicates regularly with program staff and building personnel (at the location) regarding programming and other related matters.
6. Prepares and maintains accurate staffing in accordance with recommended ratios.
7. Participates in ongoing staff development.
8. Participates in parent/staff conferences, advisory council, and program leadership team meetings.
9. Assists with program marketing.
10. Helps assimilate children with special needs by collaboration with the Program Assistant, parent, school personnel and agencies.
11. Performs other related duties assigned by the Program Manager for the proper operation of the program.

### **ADDITIONAL RESPONSIBILITIES:**

1. May be required to interpret program policy in supervisor's absence.
2. May serve as model during child development classes.
3. Perform other related duties as required.

### **EDUCATION, EXPERIENCE, AND SKILLS REQUIRED:**

1. Good knowledge of day care procedures and goals for school age children.
2. Some knowledge of child development theory.
3. Ability to meet Minnesota State Department of Welfare Center licensing requirements for "teachers" (In 1978, this required equivalent of a Bachelor's degree including or supplemented by child development coursework and work experience with school age children OR state certification as an elementary or secondary teacher OR equivalent combinations of training and experience).
4. Considerable knowledge of day care procedures and goals for school age children.
5. Good knowledge of child development theory.
6. Ability to relate effectively with school age children, school staff, parents, and personnel of other child care agencies.
7. Ability to maintain order when supervising children, yet express warmth and friendliness.

## **PROGRAM AIDE**

(Effective 2002-03 school year)

(Job title transition/refer to "class options" under Associate Educator)

(Effective July 1, 2006, the positions of Program Aide I & II will be consolidated under the title "Program Aide")

**JOB SUMMARY:** Under general supervision, assist in public relations, promoting the school or program, coordinating and implementing school programs and community services, and to perform related clerical work.

### **ESSENTIAL FUNCTIONS:**

1. Inform parents, students and the public of the school/department's purpose and programs.
2. Assist with the implementation of special projects and programs related to the school, program, or department.
3. Make presentations to parents, students and the public to increase awareness and provide information about the school/program.
4. Prepare all required forms by verifying and collecting information.
5. Interview parents, students, or the public and advise them about obtaining services from or programs available to the school.
6. Provide information about the school and its programs to visitors, students, and parents.
7. Perform liaison duties between students, staff, visitors/the public and the school or program.
8. Encourage parents and others in the community to become involved in school programs.
9. Perform a variety of clerical duties including typing, filing, answering telephones, data entry, etc.

### **ADDITIONAL RESPONSIBILITIES:**

1. May solicit volunteers and coordinate their efforts on some projects.
2. May prepare reports of work activities.
3. Perform other duties as assigned/requested.

### **EDUCATION, EXPERIENCE, AND SKILLS REQUIRED:**

1. High School Diploma or GED equivalent.
2. One year of experience in providing services to low income or disadvantaged groups, OR one year working in an educational environment.
3. Knowledge of laws, rules and guidelines related to various programs.
4. Knowledge of community services and programs available to the District.
5. Knowledge of District operations.
6. Ability to interview and communicate effectively.
7. Ability to use tact and diplomacy in dealing with others.
8. Ability to write simple reports.

**Working Conditions/Physical Requirements:** Ability to lift up to 20 pounds, normal office conditions.

## **SCHOOL COMMUNITY LIAISON**

(Effective 2002-03 school year)

(Job title transition/refer to "class options" under Associate Educator.)

**JOB SUMMARY:** Under general supervision, perform duties of more than ordinary difficulty and complexity in assisting professional school social work and special education personnel.

### **ESSENTIAL FUNCTIONS:**

1. Assist in the planning, evaluating and implementing a plan for students referred because of absenteeism and/or special education needs.
2. Function as a team member with other school staff members including the principal, counselor, social worker and/or special education staff in responding to the individual needs of students and their families assigned to the case load.
3. Gather information from school files and may conduct an initial home visit to interview the family and student to verify data.
4. Act as an advocate for the student with all school system personnel and outside agencies.
5. Interpret and inform the students and/or parents as to their responsibilities and benefits of the educational process.
6. Utilize computer technology to access student records within the Minneapolis School District.
7. Interact and relate to students in a variety of situations.
8. Supervise students entering and exiting the truancy center.
9. Maintain records and communicate with involved parties.
10. Act and actively participate as a positive team member.
11. Assist students by tutoring in the subject areas of Math and English.

### **ADDITIONAL RESPONSIBILITIES:**

1. May meet on a regular basis with students and/or parents.
2. May conduct group sessions with assigned students.
3. May assist the students and/or parents in developing goals for keeping the students in school.
4. May accompany the student and/or parents to juvenile courts, welfare department, hospital or other agencies.

### **EDUCATION, EXPERIENCE, AND SKILLS REQUIRED:**

1. High School Diploma or GED equivalent, with demonstrated performance in the areas of Math and standard written and spoken English.
2. Considerable knowledge of community, county, school, and city agencies, and the role of the school in the community.
3. Considerable knowledge and sensitivity to the educational, social, and cultural needs of students, parents, and other people.
4. Knowledge of, and ability to use, computer technology.
5. Ability to exercise good judgment when interacting with students.
6. Ability to relate effectively to students in a variety of situations and experiences.
7. Ability to maintain effective working relationships with children, parents, and professional staff.
8. Ability to collect, compile, verify and report on relative data on assigned students.
9. Ability to communicate effectively with individuals and groups.
10. Supports the District's position of valuing diversity and promoting respect towards others.

## **SCHOOL SUCCESS PROGRAM ASSISTANT**

**JOB SUMMARY:** Work directly and collaboratively with District service units, administrators, school site staff, parents and students, and community service providers to develop comprehensive and inclusive strategies that address the school success of students.

### **ESSENTIAL FUNCTIONS:**

1. Assist in the identification and development of procedures and agreements with schools, community agencies and resources that promote improved student performance in school.
2. Provide advocacy services at educational meetings for students and parents.
3. Provide training on conflict resolution, peer mediation, or other subjects related to improving student success.
4. Work collaboratively with schools and programs to define and outline the role of school staff in improving student success and performance.
5. Assist in the development of various in-service models for staff, and community and public agencies which address student success.
6. Refine and adapt various educational service systems designed to meet the needs of students K - 22 years of age.
7. Work with staff to identify professional staff development needs by planning, organizing, and facilitating programs that improve staff effectiveness and which are consistent with instructional goals.
8. Research and write grants/proposals for development and expansion of District programs that impact school success for students.

### **ADDITIONAL RESPONSIBILITIES:**

1. Perform additional related duties as requested/required.

### **EDUCATION, EXPERIENCE, AND SKILLS REQUIRED:**

1. Bachelor's degree in Corrections, Child Psychology, Child Development, Education, Social Sciences or closely related area.
2. Knowledge of issues, research, and practices that influence school engagement for youth.
3. Knowledge of techniques/strategies used in relationship building and affiliation activities in school based programs.
4. Knowledge of policies and/or statutes relative to education, attendance, truancy, special education, or data privacy.
5. Two years experience in youth counseling, special education, education, juvenile corrections, or related area.
6. Experience in conflict resolution and mediation, and team building.
7. Experience working with staff, students and families in a large urban school system that deals with complex student issues and economic and cultural diversity.
8. Strong oral communication skills; with the ability to prepare and give formal oral presentations to groups.
9. Strong writing skills, with experience in technical writing.
10. Ability to relate to and work effectively with individuals and groups with diverse backgrounds.
11. Ability to perceive the needs and concerns of others, and to interact in a tactful manner.
12. Ability to educate the community and agencies to persuade partnerships related to student issues.

**Working Conditions:** Office environment, with some travel between sites.

## **SPECIAL EDUCATION ASSISTANT**

**Position Summary:** With supervision, assist licensed Minneapolis Public School staff in the implementation of a comprehensive educational program for students, age 0 to 22 years old, who are in Special Education programs across multiple school and community environments as aligned with the Standards of Effective Instructional Support for Education Support Professionals. Individuals will work in programs that serve students with autism, mental impairments, physical impairments, other health impairments and behavioral disorders as well as those who are deaf/hard of hearing, have visual impairments and in Early Childhood Special Education programs.

### **QUALIFICATIONS:**

#### *Required:*

1. Minimum of a High School Diploma or GED equivalent; plus 90-quarter (60 semester) college credits.
2. Demonstrates performance of standard English (written and/or oral) and Mathematics.
3. Attends and completes mandatory 80 hour Special Education Core and Disability training offered by the District within one year of employment.
4. Attends and completes appropriate 20 Hour Special Education Disability Training required for transfer into new Special Education disability programs, i.e.: Autism, MMMI, POHI, EBD, Academic Support, and ECSE within one year of transfer into the new position.
5. Fulfillment of a minimum of twenty (20) continuing education hours annually, subsequent to 80 Hour Special Education Core and Disability training, which includes maintaining current CPI, CPR, and First Aid certifications.

#### *Desirable:*

1. Minimum of two (2) years of experience within the past five (5) years working in either general education, Special Education, day treatment programs, residential programs, or other health care settings, providing direct care to individuals with a disability.
2. Training and/or experience in the use of computers and other technology equipment.

### **RESPONSIBILITIES:**

The following job functions include, but are not limited to, the following fundamental duties:

#### *Essential:*

1. Establishes positive relationships with students and acts as a role model for appropriate social skills and behavior in all situations.
2. Assists staff in the management of student behavior by applying proactive strategies when dealing with students' behaviors. Implements District approved techniques for verbal de-escalation, personal safety, and safe physical restraints. Assumes safety responsibilities for students in all environments.
3. Provides direct instructional support to individual and/or groups of students and monitors behaviors, and attends designated classes/activities with the student(s) as outlined in the Individual Education Plan (IEP).
4. Collects data in accordance with student(s) IEP goals and objectives as directed by licensed staff.
5. Collaborates and works cooperatively, as a team member, with colleagues, staff, and community representatives.
6. Follows written and oral instructions, and independently follows through on teacher directed programming/strategies.
7. Communicates effectively in both oral/written formats and gives clear concise directions.
8. Supports the District's position of valuing diversity and promoting respect.
9. Maintains professional District Educational Assistant and Special Education Assistant competencies by attending mandatory in-services and workshops, and in self-selected professional growth activities as related to the individual Professional Development Plan (PDP).

10. Attends to and provides for students' daily hygiene, personal and health related cares, including dressing, feeding, lifting, transferring, toileting/diapering, and medical cares, as directed by licensed staff.
11. Assumes safety responsibilities for students when providing community-based instruction and vocational training.
12. Participates in and assists students in planned community, recreational, school and leisure activities.
13. Assists students arriving and departing on buses.
14. Meets District's standards for employee performance and attendance.

*Additional:*

1. May be expected or required to ride on buses to and from school with Special Education students.
2. Performs other related duties as assigned.

The Following are "Class Options" under Special Education Assistant:

Bilingual: Provides services to non English speaking and limited English speaking Special Education students.

**Working Conditions/Physical Requirements:**

School/classroom environment; outside work; community based instruction; observe/manage student behavior that may include non-violent physical restraints; toilet/diaper/feed/lift/carry up to 50 pounds; use of adaptive equipment; teaming with classroom teacher and other support staff; use of technology.

Revised 3/11/2002

## **TRANSPORTATION RESOURCE ASSISTANT**

(Effective 2002-03 school year)

(Job title transition/refer to "class options" under Associate Educator)

**JOB SUMMARY:** The Transportation Resource Assistant, under supervision, assists in the safe and timely arrival of buses and establishes pick up and drop off stops for all students including LEP and Special Education students.

### **ESSENTIAL FUNCTIONS:**

1. Responds to teacher, parent, student, and driver concerns pertaining to bus-related behavior, and takes the initiative to get to the core of the problem or incident.
2. Investigates, and establishes consequences for, student misbehavior on the bus.
3. Observes and corrects concerns at bus stops when appropriate.
4. Works with administrator on establishing uniform discipline procedures.
5. Communicates effectively with parents or guardians concerning students who are having discipline or safety problems.
6. Maintains accurate and timely records of student misconduct reports.
7. Communicates with administrators and the Transportation Department about any transportation concerns and problems presented to the Transportation Resource Assistant by parents and/or riders (e.g. safety, behaviors of students and/or bus drivers).
8. Maintains accurate information and lists of all student riders.
9. Makes arrangements for the transportation home of students who miss their buses.
10. Assists with lifting and positioning of students and adaptive equipment weighing up to 70 pounds as needed.

### **ADDITIONAL RESPONSIBILITIES:**

1. Assists with bus or hall duty schedule.
2. Assists with building security.
3. Performs related duties as assigned or required.

### **EDUCATION, EXPERIENCE, AND SKILLS REQUIRED:**

1. A current employee of the Minneapolis Public Schools.
2. Completed two (2) years of related post secondary education; **or** at least two (2) full-time school years of verifiable, related experience.
3. Knowledge of safe school bus ridership safety procedures.
4. Knowledge of the laws that affect the safe transportation of students.
5. Knowledge of child and adolescent behaviors and appropriate disciplinary actions.
6. Knowledge of good record keeping, recording, and clerical techniques.
7. Excellent human relations skills; with the ability to relate and communicate in an effective manner with students of all ages and adults of diverse cultural, socio-economic, educational, and ethnic backgrounds.
8. Ability to act decisively and use independent judgment when reacting to student disruptions; and to exhibit more than ordinary tact, diplomacy and patience at all times.
9. Ability to research, investigate, and resolve student related incidents.

**Working Conditions:** Ability to lift and position students and adaptive equipment weighing up to 70 pounds.

## **TRUANCY WORKER**

(Effective 2002-03 school year)

(Job title transition/refer to "class options" under Associate Educator)

**JOB SUMMARY:** Assist the school social work personnel in providing truancy services to students and their families.

### **ESSENTIAL FUNCTIONS:**

1. Assist social workers in implementing and documenting attendance and truancy procedures.
2. Provide individual group counseling to improve school attendance.
3. Work with parents to enlist their involvement in school attendance.
4. Encourage parental participation in school activities.
5. Make home visits.
6. Assist parents in seek services from community agencies.
7. Monitor and provide support to students with attendance problems.
8. Plan, monitor, and implement social reinforcement and behavior modification programs designed to improve attendance.
9. Participate in school conferences, parent conferences, and team meetings.
10. Collect and record information for Juvenile Court Referrals, enrollment and other forms.
11. Locate and follow-up on unenrolled or non-attending students.
12. Maintain records of student service activities for documentation and/or evaluation purposes.

### **ADDITIONAL RESPONSIBILITIES:**

1. Perform other related duties as assigned/required.

### **EDUCATION, EXPERIENCE, AND SKILLS REQUIRED:**

1. High school diploma or GED and one (1) year of college course work in Human Services or Social Services.
2. Two (2) years full-time experience in social work service agency with youth or families, juvenile corrections or recreation.
3. Ability to relate and work effectively with children and families from diverse cultural, economic and ethnic backgrounds.
4. Good knowledge of and sensitivity to the educational, social and cultural needs of the community.

**APPENDIX E SALARY SCHEDULES**

July 1, 2007 – June 30, 2009

Position	Step					
	1	2	3	4	5	6
Aide to the Principal	16.03	16.86	17.60	18.39	19.17	19.89
Associate Educator	17.94	18.71	19.53	20.39	21.15	21.97
Bilingual Program Assistant	15.88	16.72	17.46	18.25	19.04	19.76
Certified Occupational Therapist Assistant	18.59	19.35	20.19	20.98	21.93	22.76
Certified Physical Therapist Assistant	18.59	19.35	20.19	20.98	21.93	22.76
Community School Coordinator	19.29	19.84	20.34	20.86	21.37	21.93
Educational Assistant	16.03	16.87	17.60	18.40	19.18	19.90
Assistant Child Care Worker	12.42	13.00	13.55	14.19	14.70	15.31
Child Care Helper	7.26	7.44	7.72	7.96	8.25	8.43
Child Care Worker	16.79	17.28	17.73	18.22	18.70	19.12
Health Educator	22.37	23.58	24.84	26.11	27.60	29.08
Indian Home School Liaison	18.07	18.94	19.82	20.78		
Instructional Technology Assistant	17.71	18.49	19.31	20.18	20.94	21.76
Instructional Technology Support Spec.	22.61	23.67	24.74	25.79	26.85	27.92
Minneapolis Kids Child Care Assistant	12.42	13.00	13.55	14.19	14.70	15.31
Minneapolis Kids Site Coordinator	17.71	18.49	19.31	20.18	20.94	21.76
Program Aide	15.98	16.51	17.00	17.56	18.08	18.63
School Community Liaison Assistant	18.07	18.94	19.82	20.78		
School Success Program Assistant	23.78	24.55	25.30	26.03	26.81	27.56
Special Education Assistant (SEA)	16.16	16.90	17.69	18.47	19.19	19.91
Transportation Resource Assistant	15.33	16.16	16.90	17.69	18.47	19.19

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