

## MFT ESP Proposals

1.12.22

### Teacher and ESP Collaboration

15.6.2 Prior to the first student contact day of each school year, each Educational Support Professional (ESP) will meet with teachers/teams to prepare for the upcoming school year. ESP will be scheduled a minimum of three (3) days during the week prior to the first day students report and will have regularly scheduled collaboration time outside of student contact time with their teachers/teams throughout the year.

Union Time -

Article 4.2.1 ESP can take up to one (1) hour a month of duty time to meet with a union representative or attend a union meeting.

Breaks –

13.7.5.b Duty free lunch breaks shall be scheduled as close to the middle of the employee's scheduled duty day, unless mutually agreed upon by the employee and the supervisor.

The duty-free lunch and break are uninterrupted time that have no work assignments including but not limited to supervision.

13.7.7 Any time an ESP is directed to give up a break they will be paid their regular rate for the entire time of the missed break in addition to their regularly contracted hours.

3.15 Definitions A "duty free lunch" and "break" are uninterrupted time that have no work assignments. A "duty paid lunch" is a time designated for a meal that may include but is limited to supervision duties.

Non-Discrimination –

**26.1 Equal Application of Contract Provisions:** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, religious affiliation, political affiliation, physical disability, mental disability, gender orientation, affectional orientation, or receipt of public assistance.

a. All employees shall be permitted to designate their gender orientation on any form and for any purpose as they choose, including female, male, non-binary, or other designations.

PD – Trainings on job classifications –

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

6.3.1 Newly hired Educational Support Professionals shall receive orientation and training about the different job classifications represented in the contract. Such orientation will cover job responsibilities for the positions, a read over of the full job description, documentation and paperwork requirements of each position, and expectations for providing classroom coverage when licensed staff is not present. This job duty examination will clarify job boundaries between ESP and licensed staff during the duty day.

PD – Access to IEP

6.3.2-Newly hired Educational Support Professionals shall receive an orientation about the following types of documents used in the Minneapolis Public Schools:

- Individual Education Plans (IEPs)
- Behavior Intervention Plans (BIP)
- Emergency Health Plans (EHP)
- Individual Health Plans (IHP)

Such orientation will include how to request access to the documents, where to locate physical and digital copies of the documents, and vocabulary needed to understand the different sections of the documents.

AE Seniority -

**Article(s):** (16.1.4) (17.4) (19.2)

**Language Change Proposed:**

...16.1.4 ~~Associate Educators/School Success Program Assistants:~~

a. Previous Employment in Other Classifications: ~~Associate Educators/School Success Program Assistants~~ who previously worked as Educational Assistants or in any of the other job titles or classifications included within the Educational Assistant /Educational Support Professional unit contract, shall retain their initial seniority date, and continue to accrue seniority during the time in which they work as an a ~~Associate Educator/School Success Program Assistant~~. ~~Associate Educators and School Success Program Assistants~~ do not have site or program seniority per Article 17.4.

17.4 Application And Selection Process For ~~Associate Educator (AE) And School Success Program Assistant (SSPA)~~. ~~Associate Educators/School Success Program Assistants~~, Educational Support Professionals, or any other applicants who meet the minimum eligibility requirements of an ~~AE/SSPA~~ may apply at any time, even if they have not completed their probationary period for a posted position by following the application process. *The site will select the best-qualified applicant who meets the site's needs. Individuals hired as ~~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.

...19.2 ~~Associate Educators/School Success Program Assistants.~~

19.2.1 Options: *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:*

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

Sick Leave Pool –

10. 5.3 Membership.

a. Eligibility: All Educational Support Professionals of the Minneapolis Public Schools, as defined in Article 2.1 of this Agreement, are eligible to be members of the Sick Leave Pool provided they have completed probation and work twenty (20) or more hours per week. All eligible Educational Support Professionals automatically are enrolled in the Sick Leave Pool once they have completed probation. They must ~~join~~ opt out of the sick leave pool within thirty (30) working days after completing probation or within thirty (30) working days after the beginning of any succeeding school year.

b. Contribution:

1) Initial Contribution:

- New to the District: Educational Support Professionals new to the District and joining the sick leave pool within thirty (30) working days after completing probation must contribute four (4) hours of sick leave at the time of enrollment.
- Membership subsequent to initial eligibility: If Educational Support Professionals who have opted out of the Sick Leave Pool want to rejoin the pool, they ~~Thereafter, an Educational Support Professional electing to join the sick leave pool after the date of their first eligibility~~ must contribute the number of hours that would have been deducted had the employee ~~remained opted into~~ joined the pool at the initial time of eligibility.

2) School Year End: At the end of the school year if the balance of the hours in the sick leave pool is less than ~~1,000~~ 3000, 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~~ 3000. The hours shall be deducted from each member effective November 15 of the following school year.