

## **Strikethrough Language for ESP Contract**

NOTE: This list is not exhaustive but is what has been assembled to date.

- Reimbursement for the cost of certain OTA/PTA certifications into the contract.
- Increasing Life Insurance from \$20,000 to \$35,000.
- Pay parity for Special Education Assistants, Bilingual Program Assistants, and Educational Assistants with Associate Educators by the end of the contract.
- Eliminating certain inactive titles within in the ESP Unit in Article 2.
- Extending the Best Practices Committee Memorandum of Agreement.
- Moving to a static date one must be hired before to qualify for step movement in the proceeding year from a cumulative number of days. 13.2.1c TA on change to 150 calendar days vs. 110 work days to render someone eligible for salary progression
- Clarification of language in the Severability Article 25 of the contract.
- Moving the following items to Best Practices Labor Management Committee:
  1. Access to relevant parts of 504, BIP, and IEP plans
  2. Consolidation of 19 classifications to 4
- Voluntary transfer during probation
- Universal training for ESP for special education training 2 hours
- Minneapolis Kids Summer Placement language/timelines
- Moving from 110 work days to 150 calendar days for step progression

## **Universal Training Article 6**

### **Tentative Agreement 3.2.20**

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 the Minnesota statutory provisions, (MN Department of Education Paraprofessionals. Minnesota Statute 120B.363; Minnesota Statute 125A.08).

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

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

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

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

As such, Educational Support Professionals must be provided with opportunities to participate in relevant and differentiated trainings from year to year, to build on their effectiveness in serving all students.

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

The district will provide E employees who are required to work on scheduled professional development days the same number of hours of comparable professional development at times scheduled by the District. Educational Support Professionals who are required to work on scheduled professional development days are expected to work with their supervisors to identify opportunities to participate in professional development and training mandated by statute or job description. In addition, please see Article 15.6 Work year.

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

Educational Support Professionals may use accumulated vacation leave on staff development days for any portion of that day that is within their regularly scheduled hours but during which there is no professional development offering. Employees may use accumulated sick leave for purposes of illness.

Sick leave shall be granted as outlined in Article 10, Sick Leave; and shall be subject to approval and verification by the District. The District may require the employee to furnish a report from a recognized physical or mental authority attesting to the necessity of the leave in cases of suspected fraudulent sick leave claims.

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

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

#### **With Strikethrough Language for Article 6 Changes**

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 the Minnesota statutory provisions, (MN Department of Education Paraprofessionals. Minnesota Statute 120B.363; Minnesota Statute 125A.08).

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

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## **Reimbursement for Required Professional Certifications**

### **Tentative Agreement: 3.2.20**

6.2.3 Reimbursement for Required Professional Certification – Occupational Therapist Assistant and Physical Therapist Assistant. The District will reimburse Occupational Therapist Assistants and Physical Therapist Assistants for the cost of renewing their required professional certifications as follows:

- a. Occupational Therapist Assistants are eligible for reimbursement of the full cost every two (2) years for the cost of renewing their certification from the Minnesota Department of health.
- b. Physical Therapist Assistants are eligible for reimbursement of the full cost of renewing their certification from the Minnesota Board of Physical therapy.
- c. This section provides only for the cost of recertification fees and does not cover any required coursework or continuing education credits that may be required as part of the recertification process.
- d. In order to process reimbursement, eligible employees must submit documentation substantiating license renewal along with documentation setting forth fees and costs associated with the certification:

-Completing the form included as Appendix XX

-Attaching a receipt/confirmation of payment of certification renewal.

-Obtaining a supervisor's signature

-Returning the completed form and receipt/confirmation of payment to the Payroll Department

### **Article 6 with Strikethrough Language**

6.2.3 Reimbursement for Required Professional Certification – Occupational Therapist Assistant and Physical Therapist Assistant. The District will reimburse Occupational Therapist Assistants and Physical Therapist Assistants for the cost of renewing their required professional certifications as follows:

a. Occupational Therapist Assistants are eligible for reimbursement of the full cost every two (2) years for the cost of renewing their certification from the Minnesota Department of health.

b. Physical Therapist Assistants are eligible for reimbursement of the full cost of renewing their certification from the Minnesota Board of Physical therapy.

c. This section provides only for the cost of recertification fees and does not cover any required coursework or continuing education credits that may be required as part of the recertification process.

d. In order to process reimbursement, eligible employees must submit documentation substantiating license renewal along with documentation setting forth fees and costs associated with the certification:

-Completing the form included as Appendix XX

-Attaching a receipt/confirmation of payment of certification renewal.

-Obtaining a supervisor's signature

-Returning the completed form and receipt/confirmation of payment to the Payroll Departmen

## **Severability**

### **Tentative Agreement: 8.21.19**

#### **Article 25 Severability**

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

#### **Article 25 with Strikethrough Language**

If any provision of this contract or any application of this contract to any member of the unit or group of members in the unit shall be found contrary to state or federal law, then this provision or application shall be deemed invalid, except to the extent permitted by law, and the parties shall renegotiate the said provision to the extent permitted by federal or state law. ~~but a~~ 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.~~

**Recognition Article 2**  
**Tentative Agreement: 2.10.20**

Associate Educator

(with the following class options):

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

Avid Assistant

Avid Assistant, LEAD

Bilingual Program Assistant

Certified Occupational Therapist Assistant

Certified Physical Therapist Assistant

Child Care Assistant

Educational Assistant

Educational Sign Language Interpreter

Family And Community Liaison

Family Learning Asst. Child Care Worker

Intervener

School Success Program Assistant

Site Coordinator, GEAR UP

Special Education Assistant

(with the following class options)

- RIS
- SEA Cadre

**Discontinued Titles:**

Aide to the Principal

Community School Coordinator

Family Learning Childcare Helper

Health Educator

Indian Home School Liaison

Parent Liaison

Program Aide

Site Coordinator, Minneapolis Kids

Transportation Resource Assistant

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

## Article 2 with Strikethrough Language

### Recognition Article 2 – Tentative Agreement 2.10.20

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

Associate Educator

(with the following class options):

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

Avid Assistant

Avid Assistant, LEAD

Bilingual Program Assistant

Certified Occupational Therapist Assistant

Certified Physical Therapist Assistant

Child Care Assistant

~~Community School Coordinator~~

Educational Assistant

Educational Sign Language Interpreter

Family And Community Liaison

~~Family Learning Childcare Helper~~

Family Learning Asst. Child Care Worker

Intervener

~~Parent Liaison~~

School Success Program Assistant

Site Coordinator, GEAR UP

~~Site Coordinator, Minneapolis Kids~~

Special Education Assistant

(with the following class options)

- RIS
- SEA Cadre

#### Discontinued Titles:

Aide to the Principal

Community School Coordinator

Family Learning Childcare Helper

Health Educator

Indian Home School Liaison

Parent Liaison

Program Aide

Site Coordinator, Minneapolis Kids

Transportation Resource Assistant





**Life Insurance Article 14**  
**Tentative Agreement: 6.17.2019**

14.6 Life Insurance  
Tentative Agreement: June 17, 2019

14.6.1 Basic Life Insurance: Insurance eligible Educational Support Professionals are automatically enrolled for \$35,000 (plus Accidental Death and Dismemberment \$35,000) of District paid basic life insurance coverage. To have a named beneficiary, an enrollment beneficiary designation card must be on file with the District.

**Article 14 with Strikethrough Language**

14.6.1 Basic Life Insurance: Insurance eligible Educational Support Professionals are automatically enrolled for \$35,000 ~~\$20,000~~ (plus Accidental Death and Dismemberment \$35,000 ~~\$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.

## **Voluntary Transfer Article 3 & 7**

### **Tentative Agreement: 3.2.20 and 8.21.19**

Voluntary Transfer 3.9.2 Voluntary Transfer: All voluntary transfers during the school year shall occur after an employee has successfully completed their 130 duty day probationary period . All ESP vacancies generated through the budget tie out process will be posted in the spring, to be staffed for the following school year. Once new positions are generated through budget tie out, all Educational Support Professionals, including probationary employees, are allowed to apply for a voluntary transfer.

17.1 Qualifications: Except as provided in Articles 3 and 17.4 employees within a given classification shall not be eligible for voluntary transfer or placement in any other classification unless they meet the certification requirements or have previously passed probation in that classification.

17.3.2 Posting and Application Requirements: In all classifications eligible for voluntary transfer, the existing vacancy is posted on-line for five(5) working days for voluntary transfer by eligible Educational Support professionals within the classification posted. Eligible Educational Support Professional employees outside of the classification posted will apply online to be considered for promotion. All interested applicants will apply for a posted position by following the application process.

17.5.3 Probationary Period for Promotions:

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

Voluntary Transfer 3.9.2 Voluntary Transfer: All voluntary transfers during the school year shall occur after an employee has successfully completed their 130 duty day probationary period. All ESP vacancies generated through the budget tie out process will be posted in the spring, to be staffed for the following school year. Once new positions are generated through budget tie out, all Educational Support Professionals, including probationary employees, are allowed to apply for a voluntary transfer.

### **Article 17 with Strikethrough Language**

17.1 Qualifications: Except as provided in Articles 3 and 17.4 ~~Employees~~ within a given classification shall not be eligible for voluntary transfer or placement in any other classification unless they meet the certification requirements or have previously passed probation in that classification.

17.3.2 Posting and Application Requirements: In all classifications eligible for voluntary transfer, the existing vacancy is posted on-line for five(5) working days for voluntary transfer by eligible Educational Support professionals within the classification posted. Eligible ~~permanent~~ Educational Support Professional employees outside of the classification posted will apply online to be considered for promotion. All interested applicants will apply for a posted position by following the application process.

17.5.3 Probationary Period for Promotions:

a. Length of Probation Period: Permanent Educational Support Professionals who obtain promotions to new classifications must serve a probationary period of ~~sixty five (65) work~~ ninety 90 calendar days during the Normal Work Year (see 15.6.1.d) to be certified to the new position. ~~Effective July 1, 2014, this probationary period shall be sixty five (65) working~~

**Best Practices Committee Memorandum of Agreement**  
**Tentative Agreement 5.4.20**

**All language the same in Whereas statements**

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

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

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

A study and possible consolidation of classifications represented by the Union and pay parity of said classifications (with recommendations brought forward for 2021-2023 successor negotiations);

ESP access to IEP, 504 plans , and Behavior Intervention Plans; and

Differentiated Special Education professional development for ESP working with students receiving Special Education services.

**MOA with Strikethrough Language**

**All language the same in Whereas statements**

Therefore, the parties hereto, acting through their respective agents in the contract negotiations process for ~~2017-2019~~2019-2021 contract years do agree that:

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

The committee will be charged specifically with making recommendations that address the establishment and communication of best practices by looks at sills, processes, solutions, and resources ~~relevant to such issues pertaining to~~ including but not limited to: ~~Special Education Assistant Coverage and Bus Duty work.~~

A study and possible consolidation of classifications represented by the Union and pay parity of said classifications (with recommendations brought forward for 2021-2023 successor negotiations);

ESP access to IEP, 504 plans , and Behavior Intervention Plans; and

Differentiated Special Education professional development for ESP working with students receiving Special Education services.

## **Summer Placement and Removal of Discontinued ESP Titles Articles 19**

### **Tentative Agreement: 11.18.19**

19.14.2 b End of School Year: Employees may continue to work during the two week period between the end of the school year and the start of the summer program.

19.14.3.b Application for Placement: Permanent Minneapolis Kids employees will be notified of summer employment opportunities no later than April 15<sup>th</sup>. Employees will have until April 30<sup>th</sup> to respond to the notification. Permanent employees who are interested in summer employment must notify the Minneapolis Kids Program Manager or Program Specialist.

19.14.5.e 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.

### **Article 19 with Strikethrough Language**

19.14.2 b End of School Year: Employees may shall continue to work during the two week period between the end of the school year and the start of the summer program.

19.14.3.b Application for Placement: Permanent Minneapolis Kids employees will be notified of summer employment opportunities no later than April 15<sup>th</sup>. Employees will have until April 30<sup>th</sup> to respond to the notification. Permanent employees who are interested in summer employment must notify the Minneapolis Kids Program Manager or Program Specialist.

19.14.5.e 52 week ~~Site Coordinators~~ and Child Care Assistants: Total hours remain the same (school year and summer): however, during the summer sites may be merged based on programmatic needs.

## **Days for Step Progression Article 13**

### **Tentative Agreement: 8.21.20**

#### **13.2.1 Date of Step Movement:**

c. General Statement: To be eligible for a step increase in a given job classification, an employee must have been actively employed in that job classification for at least 150 calendar days during the contract year preceding the year in which steps are being awarded.

### **Article 13 with Strikethrough Language**

#### **13.2.1 Date of Step Movement:**

c. General Statement: To be eligible for a step increase in a given job classification, an employee must have been actively employed in that job classification for at least 150 calendar days during the contract year preceding the year in which steps are being awarded. ~~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. With the exception noted in b, above, movement will occur annually on July 1 of subsequent year for eligible employees who have worked one hundred and the (110) days or more of the given year.~~