

**Career Transition Trust**

**10.6.1**

c. Conversion Cap: The total amount of dollars converted by an Educational Support Professional under the Career Transition Trust program is capped at ~~\$10,000~~ \$17,000.

**10.6.2 Eligibility**

Sick Leave Balance: To be eligible to convert accrued sick leave hours, Educational Support Professionals must have a sick leave balance of at least ~~300~~ 200 hours on January 1<sup>st</sup> of any given year.

**10.6.4**

b. Conversion Formula

1. Balance of ~~300~~ 200 Hour or More: Educational Support Professionals who have an accrued sick leave balance of ~~300-479~~ 200-320 hours on ~~September 1<sup>st</sup>~~ January 1<sup>st</sup>, may convert up to 90 hours at their hourly rate of pay at the time of deposit is made to their Deferred Compensation Account.

2. Balance of ~~480~~ 320 Hours or More: Educational Support Professionals who have an accrued sick leave balance of ~~480~~ 320 hours or more on ~~September 1<sup>st</sup>~~ January 1<sup>st</sup> may convert up to 120 hours at their hourly rate of pay at the time the deposit is made to their Deferred Compensation Account.

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**Article 13      Salaries**

**13.14.3 Voluntary Work Above Or Outside Classification**

Only those employees who volunteer and choose will be utilized when circumstances require ESP staff to work above or outside their classifications. Wages will be determined per Articles 13.14.1 and 13.14.2

**Article 13      Salaries**  
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13.15 The following employees who worked directly onsite with students providing Emergency Child Care (ECC) under the Governor’s Emergency Pandemic Orders in 2020 will receive an additional \$5.00 per hour of incentive retroactive pay from June 11, 2020 to November 8, 2020:

1. Minneapolis Kids ESPs supporting ECC
2. ESP staff supporting distance learning or special education services in ECC
3. ESP staff supporting the TPS Child Care Centers

The additional \$5.00 per hour will only be included for hours worked onsite. For purposes of this retroactive pay during this time period, all qualifying ESP staff will be paid at the classification rate in effect at the time of their service. This additional pay will not be included with sick leave, holidays, vacation, professional development or any leave of absence.

**Article 22 Personal Injury / Property Benefits**

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**22.1 Reimbursement: Personal Property Damage. ~~Resulting from Assault~~**

22.1.1 **General Statement:** The District shall reimburse employees of this bargaining unit for the cost of replacement, cleaning, or repair of personal property soiled, damaged, ~~or~~ destroyed or stolen ~~as a result of student assault or aggressive behavior that occurs while the employee is engaging in the performance of employee's duties.~~

22.1.2 **Reimbursement Amount and Required Evidence:** The maximum reimbursement is \$1,000 ~~350~~ per incident based on photos or initial purchase receipts of soiled, damaged, ~~or~~ destroyed or stolen property, Supervisor verification statement, or a police report number and receipts of paid expenses to clean, repair, or replace personal property.

**22.2 Reimbursement – Damage to Vehicle.**

22.2.1 **General Statement:** The District shall reimburse employees for the cost of reimbursement for loss, damage or destruction of personal motor vehicles and other forms of personal transportation on school property or while an employee is in the performance of school business as verified by the principal or supervisor and police report.

22.2.2 **Reimbursement Amount and Required Evidence:** Reimbursement shall not exceed \$1,000 ~~500~~ per incident (including personal property, if eligible). The employee must submit photos, receipts, and a police report number or an incident report number to receive reimbursement.

22.2.3 **Reimbursement for Towing:** In the case of motor vehicles and other forms of transportation vehicles parked on District property only, employees shall be reimbursed for towing fees only, excluding any other related costs such as storage fees or citations.

~~22.2.4 **Personal Property:** 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.~~

**22.3 Personal Injury.**

22.3.1 **Medical Expenses:** If employees are injured as the result of a student assault or accident 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.

22.3.2 **Loss of Time:** Reasonable loss of time resulting from an assault on an employee

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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.

22.4 **Use of Personal Vehicle for District Business.** The District shall carry an umbrella\ insurance policy that will supplement employee's automobile insurance coverage to bring the total coverage per accident to not less than \$1,000,000 for any accidents that occur while an employee is using their personal vehicle for District business.

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

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

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

22.6 ~~5~~ **Payment:**

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

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

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**Article 15 Hours/Days**

**15.7 Professional Development Hours**

All hours worked for the purpose of a required professional development, orientation, and training will be benefit eligible.

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15. 8    Base Rate Hours And Wages: When the District goes to distance learning, e-learning, onsite learning, or any other change from onsite school-based learning, as long as the District has, receives, or will receive funds for students to remain in session, then all ESP staff must receive their contracted duty hours and be paid their base rate wages. This applies to all ESP staff who work onsite or remotely to support students.