AGREEMENT BETWEEN

INDEPENDENT SCHOOL DISTRICT 192
FARMINGTON PUBLIC SCHOOLS
FARMINGTON, MINNESOTA

AND

FARMINGTON EDUCATION ASSOCIATION
ADMINISTRATIVE SUPPORT STAFF

LOCAL 7086

EFFECTIVE

July 1, 2024 – June 30, 2026

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ARTICLE I

PURPOSE

Section 1. Parties: This agreement is entered into between Independent School District 192, Farmington, Minnesota, hereinafter referred to as the school district, and Farmington Education Association – Administrative Support Staff Unit, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for Administrative Support Staff employees during the duration of this agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATION

Section 1. Recognition: In accordance with the PELRA, the school district recognizes the Farmington Education Association – Administrative Support Staff Unit as the exclusive representative for secretarial/clerical employees employed by the school district, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the PELRA and in certification by the Commissioner of Mediation Services.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement the term Administrative Support Staff personnel shall mean all persons in the appropriate unit employed by the School Board in such classification excluding the following: Confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 14 hours per week or 35% of the normal work week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, emergency employees, and all other employees.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV

SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board 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.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this agreement shall perform the services and duties prescribed by the School Board and shall be governed by State and Federal law, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to all State and Federal laws. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School Board rights and duties 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 School Board.

ARTICLE V

EMPLOYEE RIGHTS

Section 1. Right to View: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or the employee's representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School Board.Section 3. Request for Dues Check Off:

Subd. 1: Pursuant to P.E.L.R.A., and employee who is a member of the Association, or who has applied for membership, may sign and deliver to the School District an assignment authorizing deduction of membership dues in the Farmington Education Association, Education Minnesota, the National Education Association and the American Federation of Teachers. When a bargaining unit member has so authorized a dues dedication, such authorization shall continue in effect for that year from year to year. A member seeking cancellation must provide a written notice to the Association President. The Association President, or designee, shall notify the School District, in writing, of all additions and/or changes. Pursuant to such authorization, the School District shall deduct one-fourteenth of such dues from 14 pay periods, beginning October 15 of each year. Employees hired after October 15 shall have their deductions divided equally through the May 31 pay date. These deductions shall also include and coincide with any voluntary deductions requested by the employee as a contribution towards a Political Action Committee (PAC) fund. Such requests for a PAC fund contribution must be submitted to the payroll department. Any PAC fund contributions request shall be limited to one enrollment period per year. The association dues and additional dues and any additional voluntary deduction for the employee after the commencement of the school year shall be as certified by the Association.

Subd.2: With respect to all sums deducted by the School District for membership, the School District shall remit to the Association within 10 calendar days the total amount deducted. The Association agrees to advise the School District of all members of the Association in good standing from time to time and to furnish information needed by the School District to fulfill the provisions of this article not otherwise available to the School District.

The exclusive representative hereby warrants and covenants that if will defend, indemnify, and hold the School District harmless from any and all actions, suits, claims, damages, judgements, and executions or other forms of liability, liquidated or unliquidated, that any person may have or claim to have, now or in the future, arising out of or by reason of the dues dedication specified by the exclusive representative as provide in this agreement.

Section 4. Conducting Business of the Exclusive Representative: The union shall have access to school district facilities for the purpose of communicating with its members and for conducting other business that is the responsibility of the exclusive representative. A reasonable amount of time, which does not interfere with the normal operations of the district, shall be allotted for use by the union for conducting business incumbent upon the exclusive representative. The union shall provide adequate notice when requesting time to conduct union business. No deduction in pay shall be made for time granted for union business.

Section 5. By October 1st of each year, the school district shall provide a list of all members of the bargaining unit to the union. Any changes in the membership after October 1 shall be sent to the union within five days after change is made.

ARTICLE VI

RATES OF PAY

Section 1. Salary: The following base rates and differential rates will be in effect:

2024-2025

Classification	Base Rate	Certificate Program 1	Certificate Program 2	AA/ AS	BA/ BS
Specialist	**$26.99**	**$27.38**	**$27.79**	**$28.07**	**$28.33**
A	**$24.96**	**$25.33**	**$25.69**	**$25.96**	**$26.22**

2025-2026

Classification	Base Rate	Certificate Program 1	Certificate Program 2	AA/ AS	BA/ BS
Specialist	**$28.34**	**$28.75**	**$29.18**	**$29.47**	**$29.75**
A	$**26.21**	**$26.60**	**$26.98**	**$27.26**	**$27.53**

Section 2. Training/Education Differential: An employee who holds or earns an AA/AS degree that is germane to a bargaining unit position, a BA/BS degree, or an approved certificate program will be paid the corresponding rate on the base rates and differential rate schedule contained herein.

Subd. 1. Movement to differential pay will be effective on the 1st payroll period after submission of the appropriate form and official transcript, in the case of an AA, AS, BA or BS degree, or official registrar proof of a certification program completion.

Subd. 2. Differential 1 will be paid for the first approved and completed certification program and the differential 2 rate will be paid when a second program is approved and completed.

Subd. 3. Certificates, degrees and their corresponding differential rates are not cumulative, except for Section 2, Subd. 2.

Section 3. Eligibility: An employee must seek written pre-approval from the Superintendent or their designee to confirm a certificate or AA/AS program is germane to a bargaining unit position prior to enrolling in a program. Degrees must be earned from an accredited college institution and certificate programs must be earned from an accredited college institution or an accredited program.

Subd. 1. No more than 50% of the program may be on-line courses. Hybrid classes that include online and in person participation will not count toward the 50% online course limit.

Subd. 2. To qualify, two year AA/AS degrees must be related directly to positions in the administrative support staff unit, as determined by the school district.

Subd. 3. AA/AS degrees will require 60 credits unless fewer hours are pre-approved by the school district.

Subd. 4. All certificate programs will require 24 credits in a nine-month program unless fewer hours are pre-approved by the school district. To be considered for differential pay, all certification programs must be reviewed and approved by the School District. Examples of eligible courses: Business Management, Marketing Communications Specialist Certificate, PC Technician, Accounting Clerk Diploma, Multicultural HR Management Diploma, and Administrative Assistant.

Subd. 5. Certificate programs paid for by ISD 192 are not subject to the payment of a differential.

Section 4. Career Incentive:

Subd. 1. Employees hired prior to July 1, 2020 will, in addition to the base rates listed in Section 1 of this Article VI, receive a career incentive payment effective July 1 subsequent to their date of hire for each year of service in a position listed in the administrative support staff group. Beginning on July 1, 2006, the career incentive shall be twenty (20) cents per hour for 25 years or maximum hourly increase of $5.00.

Subd. 2. Effective July 1, 2020, employees listed in Appendix A who currently serve in A level positions that were also classified as A level positions in the 2016-2018 contract will, in addition to the base rates listed in Section 1 of this Article VI, receive a "career incentive plus" wage differential of $.20/hour in addition to base wage and any career incentive received under Subd. 1. So, the combined maximum from the maximum career incentive from Subd. 1 ($5.00) and the maximum "career incentive plus" from Subd. 2 ($.20) is $5.20. Employees listed in Appendix A who move to a specialist position or are in a position that is reclassified to a specialist position will no longer receive the "career incentive plus" wage differential of $.20/hour.

Subd. 3. Employees hired on or after July 1, 2020 will, in addition to the base rates listed in Section 1 of this article, receive a non-cumulative career incentive payment effective July 1 in accordance with the following schedule:

- $2 per hour effective July 1 of their 10th year of service in this unit (after 9 full or partial years of service)
- $3 per hour effective July 1 of their 16th year of service in this unit (after 15 full or partial years of service)

- $4 per hour effective July of their 20th year of service in this unit (after 19 full or partial years of service)
- $5 per hour effective July 1 of their 25th year of service in this unit (after 24 full or partial years of service).

Section 5. Job Classifications: Clerical Positions by Classifications

Specialist:
Special Education Finance Specialist
Third Party Billing Specialist
Teaching and Learning Specialist
Athletics/Activities Specialist
Technology Services Specialist
Registrar Administrative Assistant – FHS
MARSS Specialist
Community Education Specialist

Classification A:
Building Administrative Assistant
Community Education Administrative Assistant
Finance/Buildings and Grounds Administrative Assistant
Accounts Payable Administrative Assistant
Document Center Administrative Assistant
Human Resources Administrative Assistant
Special Education Due Process Administrative Assistant

Section 6. Job Classification Review Process: Every contract negotiations cycle, before proposals are exchanged, the district and exclusive representative negotiations team will meet for the purpose of reviewing and evaluating any requests for job classification changes. The district and exclusive representative negotiations team will evaluate the classification of substantially changed positions in Article VI, Sec. 5. Upon review and evaluation of a position, if a classification change is agreed upon, such change will take effect July 1 and will remain in place until ratification of a new Master Agreement.

Additional parameters are as follows:

1. To the extent possible the exclusive representative negotiations team will consist of varying classifications, building assignments and departments. A member in the same position as that being reviewed will be excused and the remaining members will participate in the review;
2. The district may invite additional administrators to participate in the classification review, one of which will be the Director of Human Resources. If a position being considered for review is under the supervision of one of the administrators, then that administrator will be excused and an alternate administrator will be appointed for that review;
3. The supervisor of the position under review will participate in the process either by a written report/summary or interview by the committee. An increase in budget will not be considered a justification for denying a reclassification of a position.

ARTICLE VII

PROFESSIONAL DEVELOPMENT

Section 1. Professional Development: The School District supports the professional development of administrative assistants. Therefore, the school district will provide targeted professional development opportunities that assist administrative assistants to contribute positively to the district/building strategic plan.

The district and the exclusive representative will meet at least once per year as a joint committee for the purposes of reviewing and evaluating training opportunities, professional standards, and scheduling of training opportunities. This shall be accomplished through Article VIII, Section 7. Meet and Confer.

In addition, administrative assistants may request to attend other professional development opportunities that directly and positively impact the performance of their duties. This may include requests to attend teacher training events about professional issues like equity, inclusion, safety and de-escalation techniques. Such requests must be made to the building/department administrator or building staff development committee for budgetary consideration from building staff development funds. If approved, registration and mileage is reimbursable. Employees who have their request denied may ask the Director of Human Resources to ask the administrator or staff development committee for reconsideration. Employees will receive hourly pay when attendance is mandated or occurs during the employee's regular work time.

ARTICLE VIII

HOURS OF SERVICE

Section 1. Work Hours and Work Week: Working hours shall be determined by the school administration but a normal work week will be five consecutive 8 hour days, exclusive of lunch, for a total of 40 hours. The school district will provide a five (5) day notice of changes in work schedules. The School District reserves the right to adjust hours of positions as needed. One assistant position within a school office or within a department will not be increased at the expense of the other position decreasing unless the position being decreased in hours is vacant or in the case where administration and both employees voluntarily agree to the change (particularly in the case where FMLA or ADA accommodations are a factor).This requirement is in place even if there is more than one school year between the adjustment of hours.

Section 2. Full-Time Employee: A "full-time" employee for purposes of Insurance Benefits, Holidays, and Vacation are employees who are scheduled to work at least 30 hours per week.

Section *3.*Call-Back: If an employee is called back to work outside of the employee's regular working schedule, the employee will be paid at an overtime rate with a two-hour guaranteed minimum.

Section 4. Overtime: For all hours paid beyond the basic schedule of forty (40) hours per week, overtime or compensatory time shall be earned on the basis of one and one-half times (1.5 x) the hourly rate. Overtime shall not be paid unless prior approval has been given by the employee's immediate supervisor. Additionally, hours compensated over eight (8) on conference days**,** open house days, orientation days, and days that include athletic registration and banquets shall be paid at a rate of time and one-half.

Section 5. Compensatory Time: Compensatory time may be taken in lieu of overtime payment for hours worked over forty-one hours. Compensatory time will accumulate at one and one-half times (1.5 x) the hours exceeding a forty-one (41) hour work week. Employees are not allowed to accrue more than 80 hours of compensatory time. Compensatory time off may be taken only with the approval of the employee's supervisor. All accumulated compensatory time earned as of June 30th of any year must be used before the following August 31st or, if not used, will be paid out to the employee at the employee's hourly rate of pay as of June 30 on the first pay period after August 31.

Section 6. School Closings: When students and teachers are not required to work from a school location on an occasional, short-term emergency basis (such as due to inclement weather, breakdown of equipment, etc.), an employee who normally works in the same school location who can perform the essential functions of their position from an alternate building location or from home may do so. An administrative assistant who is unable to work on such days may make up part or all of their missed hours for a school closure by performing meaningful professional development activities to a maximum of two (2) days annually. Employees may alternatively choose to use accumulated vacation time or personal leave time. In the case of employees who do not work 2,080 hours a year, they will be allowed to report to work on a day mutually agreed upon by the employee and their immediate supervisory to make up for the cancelled day. In the event the employee has exhausted vacation or personal leave time, the employee may utilize their accrued sick leave time. Employees who have less than a five-day combined vacation/personal leave balance may choose to take a leave day without pay (maximum of three (3) days) in lieu of using vacation or personal leave.

If school is released early due to a building emergency or inclement weather, employees may be directed to work from home provided they can fulfill the essential functions of their position remotely but will not be reduced in pay for the remainder of the workday.

Section 7. Meet and Confer: The School District and the Association recognize the essential role regular communication plays in the establishment and maintenance of good employer-employee relationships. In order to best serve the students of the Farmington Area Public Schools the parties agree to meet for the purpose of collaboratively addressing concerns, clarifying school board policies and discuss other workplace issues.

ARTICLE IX

PROBATIONARY PERIOD AND DISCIPLINE

Section 1. Probationary Period: The first ninety (90) working days in the School District shall be a probationary period during which time the School District has the unqualified right to suspend without pay, discharge or otherwise discipline the probationary employee. Alternatively, if performance does not meet district expectations, the school district may request an extension of the probationary period for an additional ninety (90) working days and such request will be granted. During such extension, the School District has the unqualified right to suspend without pay, discharge or otherwise discipline the probationary employee.

Section 2. Successful Completion of Probationary Period: An employee successfully completes the probationary period upon a written recommendation or completed evaluation from the employee's supervisor. An employee who successfully completes the probationary period may be suspended without pay, discharged or otherwise disciplined only for just cause. After completion of the probationary period, it is the expectation that all Administrative Support Staff will receive regular evaluations of their performance.

Section 3. Employee Evaluation: Administrators will sit down privately with employees to review their performance evaluation. Administrators are expected to complete an evaluation of employees who work less than 12 months by May 1 of each fiscal year so that concern areas can begin to be immediately improved. The employee will have a right to attach a response to the evaluation that is stored in the employee's personnel file.

Section 4. Change of Classification:

Subd. 1. An employee who is transferred or promoted to a different classification shall serve a new probationary period of sixty (60) working days in the new classification. If the employee's performance in the new classification during the sixty (60) day probationary period is unsatisfactory, the School District shall have the right to reassign the employee to the employee's former classification.

Subd. 2. An employee who has been voluntarily transferred or promoted to a new classification may within ten (10) working days request and be granted a return to their previous position. This section does not apply to classification changes approved by the Job Evaluation Committee.

Section 5. Discipline: The purpose of this Article is to set forth the procedures for and the conditions under which employees may be disciplined. All discipline shall be subject to the grievance procedure, except as modified herein. All discipline administered shall have remediation as its goal, except in cases of termination.

Section 6: Progressive Discipline: Discipline shall normally occur in the following sequence, however the employer can apply appropriate levels of discipline when egregious acts occur:

1. Oral Reprimand. An oral reprimand shall only be given to an employee in the presence of a union representative, unless the employee waives that right.

2. Written Reprimand. A written reprimand shall become part of the employee's personnel file. Prior to placement in the personnel file, the employee shall be presented with a copy of the written reprimand, with a copy forwarded to the union president.

3. Suspension Without Pay. An employee may be suspended without pay for just cause provided that the first two steps in this procedure have not remediated the conduct of the employee or the conduct was so egregious that it warranted moving to suspension without pay immediately. The Personnel Director shall give written notice of the suspension to the employee and the union president, describing the reasons for the suspension.

4. Suspension With Pay. An employee will receive paid salary in the event of a suspension where there is an ongoing investigation, but no decision has been reached on the status of the employee, or the district's decision in the case**.**

5. Termination. Dismissal for just cause shall be in accordance with this Agreement and other relevant statutes.

Section 7. Discharge: No employee who has satisfactorily completed the initial probationary period shall be discharged without having been afforded an opportunity to hear the reason(s) for the discharge and without an opportunity to offer an explanation of the relevant facts and circumstances surrounding the events which preceded the discharge and/or any extenuation or mitigating circumstances which the employee believes is relevant to the discharge decision. Whenever possible and practical, such opportunities shall be provided in a conference, which shall be conducted after advance notice to the employee and the union president. A union representative shall be permitted to attend the conference if requested by the employee.

ARTICLE X

SENIORITY & LAYOFF

Section 1. Acquiring and Determining Seniority Standing: Employees shall be entitled to seniority standing upon successful completion of the probationary period. Employees will be assigned seniority on the basis of their most recent date of hire in the Bargaining Unit. An approved leave will not be considered a break in service.

Section 2. Seniority List: The school district shall publish a seniority list, by classification**,** by October 1st of each year.

Section 3. Loss of Seniority: Seniority standing shall be lost for any of the following: voluntary quit, discharge for just cause, failure to respond to an appropriately delivered (certified mail) recall

notice within ninety-six (96) hours, failure to return to work on the start date of an accepted recall position, failure to accept a recall or bumping option that is within the same classification and within 20% of the scheduled hours of the position from which the employee was reduced/laid off/bumped or layoff for more than 24 months.

Section 4. Seniority Preferences: Employees shall be entitled to consideration of seniority in connection with layoff, recall and vacancies. Seniority also is used in determining vacation schedules.

Section 5. Layoff, Bumping and Recall: The employee with the least seniority in the classification of the position identified for reduction or elimination shall be considered first for layoff. In the event of a layoff, the School District will notify the employee(s) affected and the union president at the earliest opportunity. At a minimum, the School District will give the employee(s) affected at least fifteen (15) working days' notice. An employee cited for reduction or elimination of a position, who has greater seniority and is qualified, shall have five (5) working days to bump the least senior employee in the same or lower classification who has the same, fewer or up to 20% more scheduled annual working hours using the following procedure:

Be offered or be recalled to a vacant position within the same job classification, with the same number of scheduled hours that the employee worked before layoff or reduction of hours. If no such vacant position exists at time of recall, then:

1. Be offered a vacant position within the same job classification with fewer hours than the employee worked just before layoff or reduction in hours. If no such vacant position exists at time of recall or the employee rejects this option, then:

2. Be offered a vacant position within the same job classification with up to 20% more hours than the employee worked just before layoff or reduction in hours. If no such vacant position exists at time of recall, then:

3. Be offered a vacant position in a lower job classification regardless of the number of hours of the vacant or previously filled position. If no such vacant position exists at time of recall, or the employee rejects this option, then:

4. Displace the least senior employee within the same job classification, with the number of hours closest to the hours the employee previously worked (including up to 20% more hours than the employee previously worked). If none, or the employee rejects this offer to take a position in a lower classification which would provide hours closer to the number of hours that the employee worked previously, then:

5. Displace the least senior employee in the next lower classification with the number of hours closest to the hours the employee worked previously (including up to 20% more hours than the employee previously worked). If none or the employee rejects this offer to take a position in an even lower classification which would provide hours closer to the number of hours that the employee worked

previously, then:

6. Continue with the process outlined in #6 for lower classification positions until there is no viable position available.

The process listed above will continue until all affected qualified employees have been placed in an appropriate position, are placed on layoff status, or are terminated after declining a qualifying position as described above.

An affected employee has the option to reject a position or bumping option and remain on layoff for up to twenty-four months if the position(s) offered to the employee is/are more than 20% fewer scheduled hours or is in a lower classification than the position the employee previously worked just prior to layoff.

The annual scheduled hours for an affected employee who has two part time positions within the same job classification may be added together for recall/bumping purposes. The annual scheduled hours for an affected employee who has two part time positions in two different classifications will be treated separately or may be combined for a position in the lower classification for recall/bumping purposes.

Employees may not use this process to transfer or displace another employee in order to move to a position in the same or lower classification with the same or fewer number of hours as the employee already has in the reduced position.

In no event may an affected employee be recalled, bump or be placed in position in a higher job classification through this bumping/recall process.

The School District shall recall employees in layoff status for future open positions in order of seniority using the same process as described in #1 to #3 above, provided that such employee has the qualifications for the position as determined by the School District. If there are no employees on the layoff list who are entitled to recall, then the open position shall be posted as described in this contract.

Any notice of bumping/recall shall be made by e-mail, by certified mail return receipt requested to the last known address of such laid off employee, or by other methods as agreed to between the parties at the time of layoff/reduction/recall. Response to this notice shall be made to the School District within ninety-six (96) hours after the date of receipt of such notice or less time as agreed to between the parties at the time of layoff/reduction/recall.

Section 6. Vacancies: A vacancy occurs when an existing position becomes unoccupied or when a new position is created or when a part-time position that is not eligible for benefits has an increase in hours making the position eligible for benefits.

Subd. 1. Posting: Vacancies shall be awarded to employees on recall first pursuant to Article IX, Section 6. If no qualified employee is on the recall list, notice of vacancies shall be sent to the district email address of all the bargaining unit members. The notice of vacancy shall include the qualifications required for the position and shall be considered open for a minimum of five (5) working days. Employees who wish to be notified of vacancies during the summer shall provide an email address to human resources by June 5th of each year.

Section 7. Transfers: A transfer is a change in job position or work site.

Subd. 1. Involuntary Transfer: The school district shall seek voluntary transfers before making an involuntary transfer. The least senior qualified employee in the same classification as the vacant position shall be selected when an involuntary transfer is made.

Subd. 2. Voluntary Transfer: Employees may submit an application in writing for any vacancy posted, including promotions to a higher classification. All current administrative support staff who apply shall receive an interview. The School District shall consider the applicant's seniority, experience, qualifications, aptitude, past evaluations and other relevant factors in making its determination and will fill the position with the most qualified candidate. In such cases where an outside applicant is hired, the internal applicants and the Union President will be notified in writing or via e-mail as soon as possible.

ARTICE XI

GRIEVANCES
BMS GRIEVANCE PROCEDURE

The Bureau of Mediation Services (BMS) Grievance Procedure shall be in effect.

Definitions.

Subd. 1. Scope. For the purposes of parts 5510.5110 to 5510.5190 the words defined in this part have the meanings given them.

Subd. 2. Bureau**.** "Bureau" means the Bureau of Mediation Services.

Subd. 3. Days**.** "Days" means calendar days.

Subd. 4. Employee. "Employee" means any public employee who is employed in a position that is part of an appropriate unit for which an exclusive representative has been certified under Minnesota Statutes, section 179A.12.

Subd. 5. Grievance. "Grievance" means a dispute or disagreement regarding the application or interpretation of any term of a contract required under Minnesota Statutes, section 179A.20, and subdivision 1. If no contract exists between the exclusive representative and the employer, "grievance" means a dispute or disagreement regarding

the existence of just cause in the discipline of any employee or the termination of non-probationary employees.

Subd. 6. Non-probationary. "Non-probationary" means an employee who has completed an initial probationary period required as a part of the public employer's employment process.

Subd. 7. Party. "Party" means either the exclusive representative and its authorized agent or the employer and its authorized representative.

Subd. 8. Service. "Service" means personal delivery or service by the United States Postal Service, postage prepaid and addressed to the individual or organization at its last known mailing address. Service under parts 5510.5110 to 5510.5190 is effective upon deposit with the United States Postal Service, as evidenced by a postmark or dated receipt, or upon personal delivery.

Computation of Time

In computing any period of time prescribed or allowed by parts 5510.5110 to 5510.5190. the day or act or event upon which a period of time begins to run shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday, or holiday.

Step One.

When an employee or group of employees represented by an exclusive representative has a grievance, the employee or an agent of the exclusive representative shall attempt to resolve the matter with the employee's immediate supervisor within 21 days after the employee, through the use of reasonable diligence, should have had knowledge of the event or act giving rise to the grievance. The supervisor shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within five days after the grievance is presented.

Step Two.

If the supervisor has not been able to resolve the grievance or has not responded in writing within the time period provided in part 5510.5140 (step one), a written grievance may be served on the next appropriate level of supervision by the exclusive representative. The written grievance shall provide a concise statement outlining the nature of the grievance, the provisions of the contract or the just cause situation in dispute, and a statement of the relief or remedy requested. The written grievance must be served on the employer's representative within 15 days after the immediate supervisor's response was due under part 5510.5140 (step one). The employer's representative shall meet with the agent of the exclusive representative within five days after service of the written grievance and both parties shall attempt to resolve the grievance. The employer's representative shall serve a written response to the grievance on the agent of the exclusive representative within five days of the meeting. The response shall contain a concise statement of the employer's position

on the grievance and the remedy or relief the employer is willing to provide, if any.

Step Three.

If the grievance is not resolved under part 5510.5150 (step two), the exclusive representative may serve the written grievance upon the chief administrative agent of the employer or that person's designated representative within ten days after the written response required by part 5510.5150 (step two) was due. An agent of the exclusive representative shall meet with the chief administrative officer or designee within five days of service of the written grievance and they shall attempt to resolve the matter. The chief administrative officer or designee shall serve a written response to the grievance on the agent of the exclusive representative within five days of the meeting.

Arbitration**.**

Subd. 1. Referral to arbitration. If the response of the chief administrative officer or designee is not received within the period provided in part 5510.5160 (step three) or is not satisfactory, the exclusive representative may serve written notice on the employer of its intent to refer the case to arbitration within ten days after the response required by part 5510.5160 (step three) is due.

Subd. 2. Selection of arbitrator. Within ten days of the service of written notice of intent to arbitrate, the employer's chief administrative officer or designee shall consult with the agent of the exclusive representative and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the bureau. The parties shall alternately strike names from a list of five names to be provided by the bureau until only one name remains, and the remaining name shall be the designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. If one party refuses to strike names from the list provided by the bureau, the other party may serve written notice of this fact upon the bureau, with a copy to the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within three days of service of the notice of refusal or failure to strike names, the bureau shall designate one name from the list previously provided to the parties and the person so designated by the bureau shall have full power to act as the arbitrator of the grievance.

Subd. 3. Arbitrator's authority. The arbitrator shall have no authority to amend, modify, add to, or subtract from the terms of an existing contract. The decision and award of the arbitrator shall be final and binding upon both parties.

Subd. 4. Arbitration expenses. The employer and the exclusive representative shall share equally the arbitrator's fees and necessary expenses. The party requesting the cancellation and any fees incurred, as the party requesting the clarification shall pay the result of a request for clarification shall pay cancellation fees. Each party shall be responsible for compensating its own representatives and witnesses except to the extent provided by part

5510.5180, subpart 1.

Subd. 5. Transcripts and briefs. Because arbitration is intended to provide a simple, speedy alternative to litigation processes, the use of transcripts and briefs should be considered only in exceptional circumstances. If a verbatim record is required, it may be prepared providing the party desiring the record pays the cost and makes a copy available to the other party and the arbitrator without charge. The arbitrator may maintain written notes of the hearing and may use an electronic recording device to supplement the note taking. These notes shall be considered the arbitrator's private and personal property and shall not be made available to the parties or another third party. If the arbitrator to supplement the arbitrator's notes uses a recording device, the arbitrator shall retain the recording for a period of 90 days following the issuance of the award.

Processing of Grievance.

Subd. 1. Release time. To the fullest extent feasible, the processing of grievances under parts 5510.5110 to 5510.5190 shall be conducted during the normal business hours of the employer. Employees designated by the exclusive representative shall be released from work without loss of regular no overtime earnings as a result of their necessary participation in meetings or hearings held pursuant to parts 5510.5110 to 5510.5190, whenever such release is consistent with the ability of the employer to conduct safe and reasonable operations. No more than three employees shall be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance.

Subd. 2. Waiver of steps. The parties may by written mutual agreement waive participation in the grievance steps in parts 5510.5140 to 5510.5160 and may similarly agree to extend the time limits established by parts 5510.5140 to 5510.5170.

Subd. 3. Time limits. A failure to raise a grievance within the time limits specified in part 5510.5140, or to initiate action at the next step of the procedure in parts 5510.5140 to 5510.5170 within the time limits in these parts shall result in forfeiture by the exclusive representative of the right to pursue the grievance. A failure of an employer representative to comply with the time periods and procedures in parts 5510.5140 to 5510.5170 shall require mandatory alleviation of the grievance as requested in the last statement by the exclusive representative.

ARTICLE XII

LEAVES OF ABSENCE

Section 1. Paid Sick Leave:

Subd. 1 Accrual and Maximum Accumulation: Employees shall accrue sick leave at the rate of one hour for each 18 hours of service in the employ of the School District. Unused sick leave days may accumulate to a maximum credit of 1200 hours of sick leave per employee.

Subd. 2. Authorized Use: Use of paid sick leave shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented the employee's attendance and performance of duties on that day or days. Elective surgery should be scheduled outside of regular work hours whenever possible. A planned absence of more than three days that is needed for reasons other than an emergency surgery shall require a written recommendation from a qualified physician prior to approval from the building supervisor or human resources to constitute authorized use. Use of paid sick leave also will be allowed for the illness of the employee or employee's spouse's immediate family. Immediate family will be defined as husband, wife, children, grandchildren, parents, grandparents and siblings (including in-laws and step relatives of the same degree), and upon submission of a notarized healthcare directive to Human Resources, a loved one who has appointed an employee as an agent to make health care decisions and/or instructions about the health care choices for the loved one under Minnesota Statute 145C.02.

Subd. 3. Medical Certification: The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, or, in the case of the illness of a family member, that the illness is of a nature demanding the employee's presence, in order to qualify for use of paid sick leave. In the event a medical certificate will be required, the employee will be so advised.

Subd. 4. As of July 1, 2016, an employee who transfers or is hired from another position within the school district to a position in the Farmington Administrative Support Staff bargaining unit without a break in service will be allowed to transfer all of the employee's previously accrued but unused sick leave hours to the new position.

Section 2. Use of Sick Leave Incentive: As of July 1, 2008, any member working an entire school year is eligible to participate in an incentive program. Employees who have not been absent because of illness during the fiscal year due to their illness or the illness of a family member have the opportunity to exchange four (4) of their days of sick leave for payment at the employee's base hourly rate of pay (excluding longevity) buy-back rate. Such employer payment will be made to the employee's 403b Tax Sheltered Annuity. Employees who have had no more than a total of two (2) days absence because of illness during the fiscal year due to their illness or the illness of a family member, have the opportunity to exchange two (2) of their days of sick leave for payment at the employee's base hourly rate of pay (excluding longevity) buy-back rate. This employer payment will be made at the end of the fiscal year to the employee's 403b Tax Sheltered Annuity. Hours paid will be deducted from the employees sick leave accrual.

Section 3. Sick Leave Bank: Employees who have agreed to participate in the sick leave bank who have a significant illness or a spouse with a significant illness shall be allowed, upon qualifying to utilize days from the sick leave bank. A significant illness is defined as a medical/psychological condition that would cause the employee to be absent six (6) weeks or more from the employee's present position. A medical certificate from a qualified physician or psychologist is required as evidence of illness.

Subd. 1. Employees shall be offered the opportunity to join the sick leave bank on December 1st following 12 full months of employment in the administrative support staff/educational assistants' units and shall be notified by the union of their eligibility. Participation requires a donation of a minimum of five (5) hours of sick **(**personal or vacation) leave. If a unit member chooses not to participate in the donation of hours, the member forfeits any future access to the sick leave bank. At such time when the bank is reduced to two hundred hours or less, a member must be willing to donate at least five (5) hours to retain eligibility. If at that time a member does not have five (5) hours to donate, they must do so as soon as they have accumulated five (5) hours.

Subd. 2. Every second week of December, participants have the option to donate a minimum of five (5) hours or up to a maximum of sixteen (16) hours of unused sick (personal or vacation) leave. between the minimum and maximum, members may decide on the number of hours to donate based on their own situations and accumulation of hours.

Subd 3. Sick bank days shall be awarded in six (6) week blocks of work hours depending on the individual's work assignment. If during the awarded time the individual is able to return to work, the unused sick leave shall be returned to the bank. Participants must use their own accumulated sick leave, personal days and vacation before accessing sick bank hours.

Subd. 4. A participant shall only be eligible to receive the one (1) six (6) week block of hours from the sick leave bank during any three (3) year period. Year one (1) would begin on the first day the sick leave bank days are awarded.

Subd. 5. Any participant ending the school year with a maximum allowable accumulation of sick hours, according to their individual contract, will be allowed to place any unused sick leave from the preceding year up to a maximum of forty (40) hours into the sick leave bank. The employee must notify the Payroll and Benefits department in writing prior to June 30th regarding placing unused sick leave into the bank.

Subd. 6. Any participant who is retiring or ending their employment with the District shall be allowed to donate up to ten percent (10%) of their accumulated sick leave into the sick leave bank. The employee must notify the Payroll and Benefits department in writing prior to their last day of employment of their desire to do so.

Subd. 7. Eligibility shall be jointly administered by the Superintendent or designee of ISD 192 and one (1) union representative from each unit.

Subd. 8. Eligibility decisions are not subject to the grievance process.

Section 4. Child Care Leave:

Subd. 1. A childcare leave shall be granted by the school district subject to the provisions of this section. Childcare leave shall be granted because of the need to prepare and provide parental care for a newborn child of the employee for an extended period of time.

Subd. 2. An employee making application for childcare leave shall inform the superintendent or designee in writing of intention to take the leave at least three calendar months before commencement of the intended leave. Commencing on the date of birth, the district shall grant employees giving birth up to six (6) continuous calendar weeks or the number of weeks the employee is on temporary disability. The district shall allow employees to use any accrued paid sick, vacation and personal leave for this leave, the remainder of which shall be unpaid, as provided under the Family Medical Leave Act (FMLA). Sick leave may not be used on non-duty days. Non-duty days, such as breaks, holidays, summer, and weekends count toward continuous calendar weeks for disability leave purposes.

Subd. 3. After consultation with the employee, the school district may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year; i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, provided this does not affect the health or safety of the mother or child.

Subd. 4. In making a determination concerning the commencement and duration of a child care leave, including sick leave for the period of disability, the School Board shall not in any event:

A. Grant any leave more than twelve (12) months in duration.

B. Permit the employee to return to the employee's employment prior to the date designated in the request for childcare leave.

Subd. 5. An employee returning from childcare leave shall be reemployed in a position for which the employee is qualified unless previously discharged or released from employment.

Subd. 6. An employee returning from childcare leave shall verify their intended return date with the Human Resource Office one week prior to their return.

Subd. 7. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination in the school district unless an extension of the leave is reached by mutual agreement.

Subd. 8. The period of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9. An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire

premium for such programs as the employee wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the district pursuant to this section.

Section 5. Adoption Leave:

Subd. 1. The school district shall grant an adoption leave to any employee who makes a written application for such leave. Adoption leave benefits shall apply to both married and unmarried employees regardless of gender.

Subd. 2. Upon learning of the actual date of home placement, the employee shall submit a written application for adoption leave to the school district, including commencement date and return date. Adoption leave will commence at the date of home placement, and may be for a period of up to one year, as mutually agreed upon between the employee and the district prior to such leave.

Subd. 3. The employee returning from adoption leave shall be re-employed in a position for which the employee was qualified prior to the leave, providing the employee returns on the date designated on the request for leave which was approved by the school district unless an extension of the leave is reached by mutual agreement.

Subd. 4. The provisions of Article IX, Section 5, subds. 7,8,9,10 and 11 shall apply.

Subd. 5. An employee shall be allowed to take up to thirty (30) days of leave to be subtracted from sick leave upon the arrival of his/her adopted child.

Section 6. Bereavement:

Subd. 1 Spouse, Child or Parent: The School District shall grant 3 days of paid leave for the death of the employee's spouse, child, or parent (including in-laws and step relatives of the same degree). If additional days are needed days shall be deducted from the employee's accrued sick leave, personal leave or vacation at the employee's discretion. Upon approval of supervisor employees may elect to take the days unpaid after all leave days are exhausted.

Subd. 2 Sibling, Grandparent, Grandchild (including in-laws and step relatives of the same degree): The School District shall grant a leave for the death of the employee's brother, sister, grandparent, grandchild, (including in-laws and step relatives of the same degree) of up to five (5) days. Days shall be deducted from accrued sick leave, personal leave or vacation at the employee's discretion.

Section 7. Paid Personal Leave: Non-probationary employees shall be eligible to receive three (3) paid days off per year for personal reasons. Employees shall schedule such absences with their supervisor at least one day in advance whenever possible. The supervisor may limit the number of employees excused on a given day as necessary to maintain a balanced workforce of

experienced employees. An employee may appeal such a decision to the superintendent or their designee. Further, personal leave shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year except for the following reasons or necessary travel associated with the following reasons:

A. Bereavement leave used in accordance with Article XI, Section 4.
B. Attending military duty or attending military ceremonies for the member or member's child, spouse, parent or sibling (including in-laws and step relatives of the same degree).
C. Attending the graduation of the member or member's child, spouse, parent or sibling (including in-laws and step relatives of the same degree).
D. Religious observance as required by the member's religious conviction provided such requirement cannot be taken care of while school is not in session.
E. Family and medical, parenting and school conference and activities leave in accordance with Article XI, Section 6.
F. Property closing.
G. Emergency causing serious physical damage to property.
H. Attendance at a wedding.

Subd. 1. Unused Leave. Paid personal leave can be accumulated up to five (5) days. Unused personal leave days shall automatically roll to the next year unless an employee submits a request for payout in writing to the payroll department on or before June 1. Requests for payout of personal leave days or when the maximum accrual has been reached will be redeemed at the end of the school year at $100 per day and this employer contribution will be paid into the employee's 403b Tax Sheltered Annuity.

Subd. 2. An additional two (2) personal leave days shall be granted to employees who do not qualify for vacation under the terms of this contract and who work thirty (30) hours or more and ten (10) months per year, or who work less than thirty (30) hours per week for ten (10) month or longer.

Section 8. Jury Duty Leave: Employees called and selected for jury duty shall receive their regular compensation and other benefits of employment, less the amount received by them as jurors, excluding mileage.

Section 9. Worker's Compensation Leave: Worker's compensation leave shall be granted in accordance with state law. Employees shall be allowed to use sick leave in combination with worker's compensation benefits to receive the employee's regular rate of pay. An employee who elects to use sick leave in this manner shall submit the worker's compensation check(s), endorsed to the School District, prior to receiving full pay for the absence.

Section 10. Other Leaves. Employees shall be entitled to family and medical leave, parenting leave and school conference and school related activities leave as provided by state and federal law and School Board policy.

ARTICLE XIII

INSURANCE BENEFITS

Section 1. Insurance Plan Provided: The School District makes the following insurance benefits available to full-time employees' health and hospitalization, income protection, dental and life insurance. Any costs of premiums beyond the specified School District contribution will be borne by the employee and paid by payroll deduction. Upon termination of employment, all School District contributions to insurance benefits shall cease effective on the last working day. The selection of the insurance carrier and policy are made by the School District. No claims shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 2. Health Insurance: For each employee who qualifies for and is enrolled in the school district's group health and hospitalization plan, the school district shall contribute the following amounts toward individual, two party and family premium coverage.

	2024-2025	*2025-2026*
Single	$ 8,941	$ 9,388
Two Party	$15,604	$16,384
Family	$20,388	$21,407

Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Employees working less than 12 months and who are covered by the district's health and dental insurance may opt to have the district deduct, during their work year, an amount to cover the costs of their contributions toward insurance for the full year. Employees hired to the administrative assistants' unit on or after July 1, 2018 are only eligible to participate in the HSA compatible health and hospitalization insurance Plan C. Once an existing employee is enrolled in the HSA compatible health and hospitalization Plan C, the employee is no longer eligible to return to Plans A or B.

Subd. 1. The district shall pay $75.00 per month in the 2024-2025 fiscal year and $75.00 per month in the 2025-2026 fiscal year into a Post-Retirement Health Care Reimbursement Account for those full-time employees hired prior to May 31, 2008, who elect not to enroll in the school district's group health and hospitalization plan. Effective for contributions made after January 1, 2014, reimbursement from the Post-Retirement Health Care Reimbursement Account can only be made after separation from service with Independent School District #192.

Subd. 2. In the event a member of the bargaining unit is or wishes to be covered under a spouse's Healthcare Savings Account plan (HSA) and is also enrolled under the District's Health Reimbursement Arrangement Plan (HRA), the member shall have access to the employee's HRA plan suspended. This change enables the member to preserve the employee's eligibility under a spouse's HSA plan. The District will continue to fund the

member's HRA in accordance with the master agreement and eligibility requirements. The member will not be allowed to access the employee's HRA account for reimbursement while it is suspended.

Subd. 3. If the member is enrolled in the District's HRA plan and is required to suspend the employee's HRA account, the employee will initiate the process by requesting and signing the Health Reimbursement Arrange Plan Suspension Election form. The same form will be used to rescind the suspension.

Subd. 4. The Exclusive Representative and the District recognize and agree that a member will not receive reimbursement from the HRA account for any expenses incurred by the member, a spouse or dependents while the HRA account was suspended regardless of whether they submit those medical care expenses during the Plan Year or during any Plan Year.

Subd. 5. A member may not modify or revoke the agreement during the Plan Year.

Subd. 6. Administrative Support Staff enrolled in the district's high deductible health insurance plan (Plan C) will receive a district contribution into the district Health Savings Account Plan of $1,000 per year. Such contribution will be made in a lump sum on or about July 15 each year. Qualified administrative support staff hired after that date will receive a pro-rata contribution for the year shortly after enrollment in the high deductible health insurance plan. Eligible employees who provide approved documentation that the employee received a preventive health insurance examination with age appropriate screenings in the previous calendar year, will receive an additional $400 contribution into the employee's Health Savings Account Plan on the following January 15. Employees who are enrolled in the high deductible health insurance plan (Plan C) also have an option to make voluntary contributions on a pre-tax basis through payroll deduction into the Health Savings Account Plan with the District. All monthly expenses will be paid by the employee.

Section 3. Dental Insurance: The school district shall contribute up to the sum of $47.43 per month forthe 2024-2025 and the 2025-2026 school year for each employee employed by the school district who qualifies for and is enrolled in the school district group dental plan. Any additional cost of the premium shall be borne by the employee and paid for by payroll deduction.

Section 4. Income Protection: The School District shall contribute the premium cost for long- term disability coverage for all employees who qualify for and are enrolled in the School District's plan. The School District carries income protection group insurance plan providing a benefit of sixty-six percent (66%) of the employee's regular monthly compensation, with a waiting period of not more than sixty (60) calendar days after the date of disability, with such benefits to continue until the employee reaches the age of sixty-five (65) as long as the employee remains disabled subject to the policy provisions. Employees shall be allowed to use sick leave in combination with LTD to receive the employee's regular rate of pay. An employee who elects to use sick leave in this manner shall notify the School District, following eligibility for LTD.

Section 5. Life: The School District shall pay the premium for $75,000.00 of the District life insurance policy for all full-time employees.

ARTICLE XIV

SEVERANCE PLAN

Section 1. Severance Plans Effective Date: Severance Plans will be effective as of July 1, 2003, in accordance with applicable state and federal laws, rules and regulations.

Section 2. Plan Selection

Subd. 1. Full time administrative support employees hired to the district in any position prior to July 1, 1995, shall be eligible to choose between Severance Plan A or Plan B. Employees must make an election of either Plan A or Plan B prior to July 1, 2003. Once enrolled in a plan the employee must remain enrolled in the plan while employed in the clerical bargaining unit.

Subd. 2. All full time administrative support employees hired on or after July 1, 1995, are eligible to enroll in Plan B.

Section 3. Severance Plan A

Subd. 1. Full time administrative support employees who are eligible for Plan A, and have completed at least 20 years of continuous service in School District #192, and who are at least 55 years of age shall be eligible for insurance benefits under Section 3, Subd. 2. A leave of absence shall not constitute a break in continuous service for the purpose of this section; however, the period of leave shall not count toward the 20 years of continuous service.

Subd. 2. Administrative support employees who meet eligibility for Plan A under Article XII, Section 3, Subd. 1 and who are enrolled in the group health and hospitalization upon resignation shall be eligible to remain in the existing group health and hospitalization insurance program. Employees shall remain eligible for board contribution toward single coverage at the rate in effect at the time of their retirement until the district has made ten (10) annual contributions. Employees who do not meet the eligibility for employer insurance premium contributions shall be eligible for health and hospitalization program pursuant to state and federal laws.

Section 4. Severance Plan B.

Subd. 1. Each year by October 1st, full time eligible administrative support employees will need to complete and file a salary deduction authorization for their annual contribution to the district matching 403b Tax Sheltered Annuity program. If the employee chooses to stay at the same amount as the previous year, the deduction form does not need to be filled out.

In a year in which an administrative support employee makes no contribution the district shall likewise make no contribution to that admininstrative support employees' account.

Subd. 2. The school district will match eligible administrative support employee contributions to a 403b Tax Sheltered Annuity according to the following schedule.

Employment in district **	Maximum annual contribution	
	2024-2025	2025-2026
0-4 years	$ 625.00	$ 625.00
5-9 years	$1,175.00	$1,175.00
10+	$1,475.00	$1,475.00

** Effective for employees hired into the unit after July 1, 2012, years of service shall refer to years of service in the administrative support bargaining unit only.

Subd. 3 Administrative support employees on leave for one or more years may not participate in the tax-sheltered annuity while on leave.

Section 5. Severance Payout. Full time administrative support employees hired to the district in any position covered by this agreement prior to July 1, 1995, have completed at least 20 years of continuous service in the District, and who are at least 55 years of age shall be eligible for pay pursuant to the provision of this Article upon submission of a written resignation accepted by the School Board.

The employee shall be eligible to receive severance pay upon the employee's retirement in the amount obtained by multiplying one day of unused sick leave for each year of service to a maximum of 20 days. This amount will be deposited into the employee's tax deferred account.

ARTICLE XV

HOLIDAYS

The School District shall provide the following 12 paid holidays when they occur during an employee's work year to all full-time employees as defined in Article VIII, Section 2 on the days designated by the School Board as the days of observance:

New Year's Day
Martin Luther King Jr. Day
President's Day (third Monday in February)
Memorial Day
Juneteenth
Independence Day
Labor Day
Thanksgiving
Friday after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

In the event students or teachers are in session on President's Day, employees who report to work may, at the employee's discretion, be paid at the rate of double time for that day or receive an additional paid day off.

ARTICLE XVI

VACATIONS

Section 1. Vacation Allowances:

Subd. 1. Administrative assistants shall qualify for vacation benefits in one of two ways:

- Position is regularly scheduled for a minimum of 1,800 hours in a fiscal year.
- Position is regularly scheduled for a minimum of 260 days in a fiscal year and 30 or more hours per week.

Subd. 2. Vacation allowances shall apply according to the following schedule:

Year of Employment	Hours of Vacation
1-4	80
5-9	120
10-14	160
15 +	200

Subd. 3. Administrative assistants working less than 2,080 hours per year will receive pro-rata vacation allowances by using the following formula:
Hours Worked/2080*100 = % of allowance

Section 2. Use of Vacations:

Subd. 1. When a vacation is taken, only working days shall be counted from the vacation time to the employee's credit.

Subd. 2. When a legal holiday falls within a vacation period, an additional day's vacation will be allowed.

Subd 3. An employee who obtains a 12-month full-time position will have their original date of employment in any position in the district used in computing their vacation allowance.

Subd 4. If an employee fails to satisfactorily complete the year in which vacation was given, the number of vacation days used but not earned during that period of time shall be deducted from the employee's final paycheck.

Subd 5. Vacation must be used by August 31st of the following year in which it was earned. An employee who is unable to use their vacation may, with the agreement of their immediate supervisor and human resources, negotiate an extension of the time for unused vacation.

ARTICLE XVII

DURATION

Section 1. Term and Reopening Negotiations: This agreement shall remain in full force and effect for a period commencing on July 1, 2024, through June 30, 2026, and thereafter as provided by PELRA. If either party desires to modify or amend this agreement commencing at its expiration, it shall give written notice of such intent no later than sixty (60) days or May 1st prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this agreement.

Section 2. Effect: This agreement constitutes the full and complete agreement between the School District and the exclusive representative representing the administrative support staff. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, letters of understanding, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this agreement, shall not be open for negotiation during the term of this agreement.

Section 4. Severability: The provisions of this agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this agreement or the application of any provision thereof.

IN WITNESS HEREOF, the parties have executed this agreement as follows:

For Farmington Administrative Support Staff

_____

President

For Independent School District 192

_____

Chairperson

_____	_____
Lead Negotiator	Clerk
_____	
Negotiator	
Dated this 23rd day of September , 2024.	Dated this 23rd day of September , 2024.

APPENDIX A

CAREER INCENTIVE PLUS

Employees who are eligible for the "career incentive plus" wage differential articulated in Article VI, Section 4, Subd. 2 of this contract are listed below. Once these employees sever employment with the school district or are classified in a specialist position, they will no longer receive the "career incentive plus" wage differential. No new names will be added to this appendix A. When the last employee on this list no longer receives the differential, Appendix A will be eliminated.

- Babcock, Tammy
- Lester, Kim
- Roberts, Jami
- VanValkenburg, Sarah

Letter of Agreement

The Farmington Area Public Schools ISD 192 and the Farmington Education Association – Administrative Assistants Support Staff Unit agree to the following:

During the 2024-2026 round of bargaining, the union proposed more classification differentiation with matching pay differentiation in Article VI, Section 5. The union believed some jobs with equal pay require different levels of skills, discretion/autonomy, required experience, and required knowledge. This results in some skilled positions being underpaid in comparison to others, and it creates a disincentive for an employee to apply for a transfer to a more challenging job when the pay remains the same. The district did not agree such additional differentiation was needed and is attracted to the flexibility of assignment that fewer classifications allow. The parties do agree further discussion and study may be productive.

During the term of the 2024-2026 contract, the parties agree to jointly study and consider if there is a benefit to having additional pay differentiation to match differentiation in work and job descriptions because of differentiation in skills, discretion/autonomy, required experience, and required knowledge and if such differentiation can be addressed in Article VI, Section 5.

The joint study team is not tasked with developing contract language or proposals, but, if possible, it will agree to a joint finding at the end of the study. The team will mutually agree to when and how often the group will meet.

The team will have the discretion to jointly determine the data of study, but it will likely study comparable district classification differentiation and job descriptions, and it may look at existing comparable worth studies, other studies, and available and agreeable tools and data. The parties may seek advice from any available sources.

Duration: This agreement will remain in effect until the 2026-2028 Master Agreement is ratified and approved.

For FEA – Administrative Unit	For Farmington Area Public Schools ISD 192
_____	_____
President	Chairperson
_____	_____
Lead Negotiator	Clerk