AGREEMENT
JULY 1, 2026 - JUNE 30, 2028

between

SCHOOL BOARD INDEPENDENT SCHOOL DISTRICT #192
Farmington, Minnesota

and

FARMINGTON EDUCATION ASSOCIATION -
PARAPROFESSIONAL UNIT

Farmington Education Association
Local 7086

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ARTICLE I
PURPOSE

Section 1. Parties: This Agreement is entered into between the School Board of Independent School District No. 192, Farmington, Minnesota, hereinafter referred to as the School District and the Farmington Education Association hereinafter referred to as the exclusive representative or association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for Paraprofessionals during the duration of this Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes Farmington Education Association as the exclusive representative for the Paraprofessionals employed by the School District, which as the exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the School District contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the P.E.L.R.A. and in certification by the Commissioner of the Bureau of Mediation Services, if any.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation thereof including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, but does not mean educational policies of the School District.

Section 2. Description of Appropriate Unit: For purposes of this Agreement the term Paraprofessionals personnel shall mean all paraprofessionals employed by Independent School District No. 192, Farmington, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and all other employees including part-time employees whose services do not exceed 14 hours per week or 35% of the normal work week, and 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 P.E.L.R.A.

Section 4. Full-time:: Full time shall be defined as those employees working a minimum of 30 hours per week during a normal school week.

ARTICLE IV
SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School District 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 District 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 District and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognize the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the state. 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 District 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 District.

ARTICLE V
EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his 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 a unit with the School District.

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 the 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 an 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. Employees Rights: The School District shall provide a list containing the name, job title, worksite location, home address, work telephone number, home and personal cell phone numbers on file with the employer, date of hire, work email address and personal email address on file with the employer, and rate of pay for all employees of the bargaining unit to the Association as provided by law. The School District will provide the same information within twenty (20) days to the Union of any new bargaining unit employee hired. The School District shall notify a Union representative when a bargaining unit employee ends their employment with the School District.

Section 5. Association Leave: Beginning with each two year contract, the Association shall be credited with 25 hours to be used by paraprofessionals who are officers or designees of the Association. This pool of days to be used over the two years covered by the contract. Such leave shall be with pay and shall be used as authorized by the Association President.

The Association agrees to notify the superintendent or designee at least 48 hours prior to the date for intended use of such leave with no cost to the individual on leave or to the Association.

Section 6. Communications: The Association may use the existing Farmington Education Association bulletin board space in each building for posting appropriately identified notices and other material. The Association may use the School District mail, email service and employee mailboxes for communications regarding union business to employees provided said mail is distributed by the Association.

Section 7. Association Representatives: Representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt school operation and come to a mutual agreement with building principals in advance. Any non-employee representative of the Association will follow appropriate visitor registration procedures upon entering the building.

Section 8. Information: The School District agrees to furnish to the Association, upon written requests in accordance with the Minnesota Data Practices Act and P.E.L.R.A., all public information pertaining to the School District budget, present and proposed, revenues and other financing information.

Section 9. School Facilities and Equipment: The Association shall have the right to reasonably use school facilities and equipment, computers, copiers, telephones and faxes with no expectation of privacy. The Association shall pay the School District for all school supplies used and shall submit payment to the finance department.

Section 10. Meet and confer: The School District and Association recognize the essential role regular communication plays in the establishment and maintenance of a good employer-employee relationship. 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 discussing other workplace issues.

ARTICLE VI
RATES OF PAY

Section 1. Salary:

Subd. 1. Basic Rate of Pay

Effective July 1, 2026 $22.50
Effective July 1, 2027 $22.90

Subd. 2. Career Incentive: Paraprofessional employees who earned a career incentive (longevity) on June 30, 2024 will continue to have this amount added to their hourly salary or career incentive, whichever is greater.

As of July 1, 2026 paraprofessional employees, during the indicated years of service, will have the following career incentive added to their hourly salary. For a year of service to apply to this section, the employee must be paid for ninety (90) days or more as a paraprofessional in the Farmington Schools during the school year.

Years of Service	Incentive
5-9	$1.25
10-16	$2.00
17+	$2.50

ARTICLE VII
HOURS OF SERVICE

Section 1. Basic Work Week: A regular work week shall consist of eight (8) hours per day, forty (40) hours per week, exclusive of lunch. Such work week shall consist of five (5) consecutive days.

Section 2. Working Hours: Working hours shall be determined by the School District. Paraprofessional employees will be notified of their anticipated work hours prior to the beginning of each school year. If a change occurs in a Paraprofessional's number of hours, number of days or work location, the Paraprofessional will be notified as soon as the change is known. The information regarding changes will

be made in writing to the employee. Reduction of hours will be handled in accordance with Article XIII, Section 2.

Subd. 1. Employees who are required to attend student IEP meetings, extended day field trips or other activities outside of their normal working hours shall be paid their normal hourly rate of pay up to forty (40) hours.

Section 3. Overtime: For all hours worked beyond the basic schedule of forty (40) hours per week, overtime shall be paid on the basis of one and one-half (1½) times the hourly rate. No overtime will be paid unless it has been specifically authorized by the School District representative.

Section 4. School Closings:

Subd. 1. All employees, unless otherwise directed, shall not report if an emergency closing has been declared for an entire day. Emergency closing will include such things as unscheduled closing of the school due to inclement weather, breakdown of equipment, or energy shortage. If it is a regular scheduled instructional day, paraprofessional employees generally will work and be paid on weather related emergency closings, but the location of such work may be adjusted. If a paraprofessional chooses not to work on such days, they may use appropriate leave to make up the lost hours.

Subd. 2. If school is let out early because of an emergency closing, Paraprofessionals would not be reduced in pay for the remainder of that day but may be required to stay at work and perform other duties or at alternative locations when student coverage is needed or when an emergency closing is limited and does not include all district schools.

Subd. 3. If Paraprofessionals are directed to report later than their scheduled start time in a day due to school start time delay, paraprofessionals will be paid from their scheduled start time.

Subd. 4. In the event an employee has requested personal or sick leave and school is closed for the entire day, the personal or sick leave will be credited back to the appropriate leave hour category and no payment will be received. Alternatively, a paraprofessional may choose to use all or some of their personal leave to make up the lost hours.

Section 5. Staff Training and/or Staff Development: The school District supports the professional development of employees. Therefore, the school district will provide targeted professional development opportunities that assist employees to contribute positively to the district/building strategic plan.

Subd. 1. Employees 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 the staff development funds. If approved, registration and mileage is reimbursable. Employees will receive hourly pay when attendance is mandated or occurs during employees regular work time.

Subd. 2 The School District and the Association will meet at least once per year as a joint committee for purposes of reviewing and evaluating training opportunities, professional standards, and scheduling of training opportunities.

Section 6. Holidays: Employees covered by this working agreement will receive the following five (5) paid holidays:

Thanksgiving Day	December 24
December 25	New Year's Day
Memorial Day	

The number of hours paid per holiday will be determined by the average number of hours worked per week.

ARTICLE VIII
RESIGNATION

A Paraprofessional electing to resign shall be required to give the School District a two (2) week notice and shall continue in the School District's service during this two (2) week period with the exception that the Paraprofessional may leave earlier when a replacement can be made. Failure to give such notice shall result in loss of any benefits to which the Paraprofessional might otherwise be entitled.

ARTICLE IX
LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Paraprofessionals shall earn sick leave at the rate of one (1) hour for each eighteen (18) hours of service in the employ of the School District including hours worked in summer programs.

Subd. 2. Unused sick leave hours may accumulate to a maximum credit of 1200 hours of sick leave per Paraprofessional.

Subd. 3. Sick leave with pay shall be allowed by the School District whenever a Paraprofessional's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days during the regular school year program.

Subd. 4. The School District may require a Paraprofessional to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

Subd. 5. In the event that a medical certificate will be required, the Paraprofessional will be so advised.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave hours earned by the Paraprofessional.

Subd 7. Sick leave pay shall be approved only upon submission of a proper request in accordance with School District policies and procedures.

Subd. 8. Sick leave shall cover illness of the Paraprofessional as well as illness of the Paraprofessional's spouse, children, father, mother, grandchildren, siblings, in-laws and step relatives of the same titles, or someone under legal guardianship of the Paraprofessional providing

the illness is of a nature necessitating the Paraprofessional's presence. A doctor's statement may be requested to verify an absence.

Section 2. Personal Leave:

Subd. 1. A Paraprofessional working at least twenty (20) hours per week will be granted sixty percent (60%) of their school year program work week hours at the discretion of the School District for personal leave.

Subd. 2. Except in emergency situations, requests for personal leave must be made at least three (3) days in advance in writing or an alternate format as determined by the School District, such as a computerized system. No reason for such leave needs to be stated. Leave requests will be granted only upon approval by the School District representative and only during the regular school year program.

Subd. 3. Personal leave accruals are pro-rated for eligible paraprofessionals who begin employment after the start of the regular instructional year, end employment prior to the end of the regular instructional year or are on an unpaid leave of absence for 30 calendar days. Employees who leave employment during the year, may not have earned all personal leave that has been used and must reimburse the district through the regular payroll system for any used but unearned hours. Unused hours are not paid out to any employee who leaves employment during the duty years. Unused personal leave hours may accumulate from year to year to a maximum of forty (40) hours. Any accrued hours over the maximum amount of forty (40) hours will automatically be redeemed at the paraprofessional's base hourly rate of pay.

Section 3. Parental Leave:

Subd. 1. A parental leave without pay will be granted by the School District subject to the provisions of this section and federal or state law. Parental leave may be requested because of the need to prepare and provide parental care for a child or children of the Paraprofessional for an extended period of time.

Subd. 2. A Paraprofessional shall request parental leave in writing at least thirty (30) days in advance of the intended leave when possible.

Subd. 3. The School District may adjust the proposed beginning or ending date of a parental leave so that the dates coincide with some natural break in the school calendar.

Subd. 4. Parental leaves may be granted up to one (1) full year.

Subd. 5. A Paraprofessional returning from parental leave shall be re-employed in the previously held or a position equivalent to the position held prior to taking the leave, subject to the provisions of Article XII, Seniority. A paraprofessional returning from parental leave will earn career incentive credit that they previously earned if they worked at least 90 days of the prior year.

Subd. 6. During the period of parental leave, accrued sick leave will be held in credit. The Paraprofessional is eligible to continue all health and hospitalization, dental and life insurance benefit plans but must pay the total premiums for these programs, except when otherwise required by federal or state law.

Subd. 7. Whenever parental leave extends to the end of a school year, the Paraprofessional must notify the School District representative in writing by April 1 of intent to return or not return to the district the following year. Whenever possible, the School District representative, if requested, will meet with the employee returning from leave to determine building assignment.

Subd. 8 Periods of time when a Paraprofessional is on parental leave may not be used to satisfy probationary time requirements.

Section 4. Maternity Disability Leave:

Subd. 1. A pregnant Paraprofessional shall be entitled to available sick leave pursuant to leaves of absence during the period of actual disability related to pregnancy or childbirth.

Subd. 2. The School District representative may require that the Paraprofessional undergo a physical examination by a licensed physician of the Paraprofessional's choice. Such physician's opinion shall be determinative as to the period of disability. The cost of such physical examination shall be borne by the School District.

Subd. 3. Failure of the Paraprofessional to return pursuant to the date determined as the end of her disability shall constitute grounds for discharge.

Subd. 4. A pregnant Paraprofessional shall notify the human resources department in writing no later than the end of the 5th month of pregnancy and, also at such time, provide a physician's statement indicating the estimated date of delivery of the child.

Subd. 5. If a Paraprofessional chooses to utilize disability leave, the Paraprofessional must continue to work until a doctor certifies that she can no longer fulfill the requirements for the position. The Paraprofessional is required to return to work or to take parental leave as soon as she is physically able to do so. After the birth of a child, a certificate of disability from the doctor is required.

During the period of disability only, the Paraprofessional is eligible to receive sick leave and disability leave benefits. A Paraprofessional may request a parental leave at the conclusion of this disability

Subd. 6. If the reason for parental leave is occasioned by pregnancy and the period of confinement is interrupted, the Paraprofessional may return to work prior to the ending date of the leave only if she is physically able and a suitable opening is available.

Section 5. Workers Compensation:

Subd. 1. Upon the request of a Paraprofessional who is absent from work as a result of a compensable injury incurred in the service of the School District, under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers Compensation Act by the Paraprofessional and the Paraprofessional's regular rate of pay to the extent of the Paraprofessional's earned accrual of sick leave and/or personal leave pay.

Subd. 2. A deduction shall be made from the Paraprofessional's accumulated personal leave or sick leave accrual time according to the prorated portions of days of sick leave or personal leave time which is used to supplement workers compensation.

Subd. 3. Such payment shall be paid by the School District to the Paraprofessional only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the Paraprofessional by virtue of sick leave or personal leave pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the Paraprofessional.

Subd. 5. A Paraprofessional who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave or personal leave pay pursuant to this policy shall submit his/her workers compensation check, endorsed to the School District, prior to receiving payment from the School District for his/her absence.

Section 6. Medical Leave:

Subd. 1. A full-time paraprofessional who is unable to work because of illness or injury and who has exhausted all sick leave credit available or has become eligible for long-term disability compensation shall, upon request, be granted a medical leave of absence, without pay, up to one year. The School District may, at its discretion, renew such leave and request for renewal which was accompanied by a written doctor's statement.

Subd. 2. A request for leave of absence under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the Paraprofessional is expected to be able to resume his/her normal responsibilities.

Subd. 3. Any person employed to replace a Paraprofessional on a medical leave shall be considered a probationary Paraprofessional and shall be automatically terminated upon the return of the Paraprofessional on medical leave.

Section 7. Sick Leave Bank: Effective September 23, 2013, 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 his/her 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/Paraprofessional units and shall be notified by the district of their eligibility. Participation requires a donation of a minimum of five (5) hours of sick 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 leave. Between the minimum and maximum, members may decide on the number of hours to donate based on their own situations and accumulation of sick 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 8. Judicial Leave: For any employee who is required to serve as a juror or is subpoenaed to appear as a witness (not as a defendant) in a criminal or civil court case, the said employee shall receive their regular compensation and other benefits, less the amount received by them as jurors or witness fees. In order to be eligible for this supplement, the employee must submit to the finance office an itemized certification of fees and expenses for judicial duty. Advance notice to the building administrator is required to permit the scheduling of a substitute, if required. An employee is also required to notify the building administrator upon being excused from judicial duty.

ARTICLE X
INSURANCE

Section 1. Health and Hospitalization Insurance:

Subd. 1. Contribution: Effective July 1, 2026, through June 30, 2028, the School District shall contribute toward the premium for individual, two (2) party or family coverage of a full time Paraprofessional of the School District who qualifies for and enrolls in the School District's group health and hospitalization high deductible Plan C the following amounts.

	School Year 2026-2027	School Year 2027-2028
Single	$9,858	$10,351
Two Party	$17,204	$18,064
Family	$22,477	$23,601

Subd. 2. Combined Insurance Contributions: If the spouse of a paraprofessional is a full time employee of the school district, works thirty (30) or more hours per week for a minimum of 170 days, the district shall allow, upon the married employees' request, the combination of one family contribution and one single contribution toward the premium costs of family insurance in Plan

C. The district's total contribution shall not exceed the sum of the family and single contribution as defined in each employee's respective working agreements. The district shall allow, upon the married employees' request, the combination of two single contributions toward the premium costs of 2-party insurance in Plan C. The district's total contribution shall not exceed the sum of the two single contributions.

Subd. 3. Non Participation: If an eligible employee does not participate in any of the school district health and hospitalization insurance plans, the school district shall contribute on an annual basis a total sum of sixty-seven dollars ($67.00) per month, paid over nine (9) months, to a maximum of $600 per year into a Health Care Reimbursement Account for the employee (prorated for partial year employment due to an unpaid leave of absence, being newly hired or termination/resignation).

Subd. 4. Full-Time: A Paraprofessional working thirty (30) hours per week shall be considered full-time for insurance purposes. Any additional cost of the premium shall be borne by the Paraprofessional and paid by payroll deductions. The School District's contribution will cease with termination of employment.

Subd. 5. Health Reimbursement Account (HRA) Suspension: An employee who is or wishes to be covered under a spouse's Health Care Savings Account (HSA) plan and is also enrolled under the School District's HRA, shall have access to the HRA plan suspended. This change enables the employee to preserve their eligibility under their spouse's HSA plan. The School District shall continue to fund the employees's HRA in accordance with the master agreement and eligibility requirements. The Paraprofessional will not be allowed to access their HRA account for reimbursements while it is suspended.

If the employee is enrolled in the School District's HRA plan and wishes to suspend the HRA account, the employee will sign a Health Reimbursement Arrangement Plan Suspension Election/rescission of Suspension Election form. The same form will be used to rescind the suspension.

Employees will not receive reimbursements from their HRA account for themselves, spouse or dependents for any expenses incurred while the HRA account is suspended. An employee may not modify or revoke the agreement during the Plan Year.

Subd. 6. Health Saving Account: Eligible Employees 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 contributions will be made in a lump sum on or about July 15 each year. Qualified employees 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 by January 15th of a preventive health insurance examination with age appropriate screenings in the previous calendar year, will receive an additional $400 contribution into Savings Account Plan on the following January 31st. 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 2. Long Term Disability:

Subd. 1. 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 employe reaches the age of sixty-five (65) as long as the employee remains disabled subject to the policy provisions.

Subd. 2. Regular paraprofessional employees who work a minimum of thirty (30) hours per week and at least 170 days per year are eligible for coverage in the school district's long-term disability plan. The School District will pay the entire premium for long-term disability for all full-time Paraprofessionals of the School District for income protection coverage.

Section 3. The Selection of the Insurance Carrier and Policy: The selection of the insurance carrier and policy shall be made by the School Board.

Section 4. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claims shall be made against the School Board as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contribution: A Paraprofessional is eligible for School District contributions as provided in this article as long as the Paraprofessional is employed by the School District or as provided under State or Federal law. Upon termination of employment, all School District contributions shall cease unless extended by state or federal law. However a Paraprofessional who retires at age 55 or older with 10 or more years of continuous employment in the bargaining unit may continue health and/or dental insurance coverage for up to 10 years or until eligible for Medicare at their own expense.

Section 6. Dental Insurance: The School District, for all full-time Paraprofessionals covered by this Agreement, shall contribute up to $521.40 per year ($43.45 per month), for employees who qualify for and are enrolled in the School District group dental plan. Any additional costs of the premium shall be borne by the Paraprofessional and paid by payroll deduction.

Section 7. Life Insurance: The School District will contribute the premium for $75,000 of term life insurance coverage for each full-time employee who qualifies for and is enrolled in the School District's group term life insurance plan.

ARTICLE XI
DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period: A Paraprofessional, under the provisions of this Agreement, shall serve a probationary period of six (6) months of continuous employment during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such Paraprofessional. Upon satisfactory completion of the probationary period, the Paraprofessional shall be entitled to seniority standing from their most recent date of hire by the School District.

Section 2. Probationary Period, Change of Classification: A Paraprofessional transferred or promoted to a different position shall serve a new probationary period of 30 calendar days in any such new classification. During this 30-day probationary period, if it is determined by the School District that the Paraprofessional's performance in the new classification is unsatisfactory, the School District shall have the right to re-assign

the Paraprofessional to his/her former position.

Section 3. Completion of Probationary Period: A Paraprofessional who has completed the probationary period may be suspended without pay, discharged or disciplined only for cause by the School District.

Section 4. Progressive Discipline:

Subd. 1 Just Cause: Disciplinary action may be imposed upon an employee only for just cause.

Subd. 2. Grievance Procedure: Any unjust disciplinary action which is claimed to have been imposed upon an employee who chooses to contest the action taken must process the action through the grievance procedure set forth in Article XVI.

Subd. 3. Employees will be informed prior to a disciplinary meeting that the meeting is part of the formal disciplinary process and they may request Union representation if they desire.

Subd. 4. Oral Reprimands: An oral reprimand shall not become part of a employee's personnel record.

Subd 5. Written Reprimand: When any disciplinary action more severe than an oral reprimand is intended, the Superintendent or designee shall, before or at the time of such action is taken, notify the employee in writing of the specified reason(s) for such action, with a copy to the Exclusive Representative's office with the Paraprofessional's permission.

Subd. 6. Copy of Record: Employee shall be furnished with a copy of all evaluative and disciplinary entries into their personnel office record and shall be entitled to have their written response included therein. All disciplinary entries in the personnel office record shall state the corrective action expected of the employee.

ARTICLE XII
SENIORITY

Section 1. Definitions: Unit seniority shall be defined as the length of continuous employment with the School District in a position covered by this agreement.

Subd. 1. Determining Seniority: A Paraprofessional will acquire seniority after successfully completing the probationary period as stated in Article XI, Section 1 and Section 2. Upon completion of probation, seniority will be credited back to the original date of hire.

a. In cases where Paraprofessionals have the same hire date, seniority will be determined by their social security numbers. Seniority will be based on the highest of the last three digits of the social security number for those Paraprofessionals.
b. Hire date for seniority purposes will be the first day of work and not the day a work offer is extended and accepted.
c. Seniority dates as determined prior to August 1, 2009, where a coin toss was previously used and noted will remain as agreed upon. (See Letter of Agreement #1)

Subd. 2. Termination of Seniority: Paraprofessionals' seniority will terminate under the following conditions: voluntary quits, discharge for just cause, failure to respond to an appropriately delivered recall notice within a given time, or failure to return to work on the start date of an accepted recall position.

Subd. 3. Seniority List: The School District will maintain a seniority list. This list will be published via email to all paraprofessionals annually by October 15th. A Paraprofessional may appeal in writing their seniority listing until November 1st of the school year. After that date the annual seniority list shall be fixed and will not be subject to appeal or grievance. A timely appeal may be grieved pursuant to Article XVI of this Agreement.

Section 2. Workforce Reduction and Recall:

Subd. 1 Classifications for the Purpose of Workforce Reduction: The following classifications will be used when determining workforce reduction:

Media/Technology
Special Education Assistants
Classroom Assistants: (Kindergarten, ESL and Structured Learning Center/In-School Suspension)
Supervisory Assistants: (Lunchroom, Hall Supervisor, Parking)

Subd. 2. Layoff and Bumping: The Paraprofessional with the least seniority in the classification of which the reduction in hours occurs or the position is eliminated shall be considered for layoff. In the event an affected employee has two or more part time positions in two different classifications, hours will be combined into the classification with the higher number of hours. In the event of layoff, the School District will notify the Paraprofessional(s) affected and the Union Representative as soon as possible. The Paraprofessional affected by the layoff will be given a minimum of fourteen (14) calendar days written notice of layoff.

Subd. 3. Notice of Reduction of Hours: When the hours of a position are to be reduced from full-time to part-time status, or by five or more hours per week, or equal to or less than 14 hours per week, Human Resources will provide the affected Paraprofessional(s) advanced written notice of not less than fourteen (14) calendar days.

Subd. 4. Paraprofessional's Rights: Paraprofessionals receiving written notice of reduction of workforce may elect to accept the reduction of hours, add additional hours in a different classification if available, or treat the reduction of hours as a layoff notice. The Paraprofessional must make their decision within seven (7) calendar days and notify the Human Resources Department of their decision in writing.

Subd. 5. Replacement Rights: If an affected employee chooses to treat the reduction of hours as layoff notice, the employee shall have replacement rights. In determining replacement rights, the first priority is to preserve the affected employee's number of hours, the second priority is to preserve, if possible, the affected employee's job classification. Therefore, the affected employee shall have the right to:

a. be placed into an existing position that is vacant with the same or fewer number of hours (a position that is newly created is not considered vacant for replacement purposes and must be posted in accordance with provisions of Article XIV, Section 1.), or

b. replace the least senior person in the same classification with the same or next fewer number of hours, or

c. replace the least senior person in another classification, for which the employee is qualified, with the same or next fewest number of hours.

The affected Paraprofessional may only choose option (b or c) when that choice would result in a greater number of hours than option (a) not to exceed the Paraprofessional's current number of hours. The affected Paraprofessional may only choose option (c) when that choice would result in a greater number of hours than option (b) not to exceed the Paraprofessional's current number of hours, and the affected Paraprofessional has the qualifications to perform the duties and responsibilities of the job. The affected Paraprofessional shall have seven (7) calendar days to accept or reject the identified bump and shall notify human resources of their decision in writing.

Section 3. Seniority and Recall Rights When Laid Off or Hours Reduced: An employee whose position is eliminated or has been replaced will have the right to voluntarily accept the layoff status and retain their seniority rights for eighteen (18) months. If an employee on recall declines an offer of a position, they shall lose all further recall rights under this Article but may apply for any posted position. Once a position has been accepted, the Paraprofessional will be removed from the layoff list.

Subd. 1. Contact Information for Notice of Recall: When placed on layoff a paraprofessional shall file with the District Human Resources Office their name, active telephone number and either a second active telephone number or an active email address where they can be reached daily. It is the employee's responsibility to update any changes to the contact information with the Human Resources Office.

Subd 2 Notice of Recall: The District Human Resources Office will notify one or more eligible employees when a position becomes available for recall. Each employee will be notified of their order on the recall list. After being offered the position, the employee will have two (2) full eight hour business days to make a decision. The day of the call does not count toward the two full business days. When more than one employee is contacted concurrently for the same position, the employees will have the same two (2) full eight-hour business days to respond. If the position is accepted by a more senior employee, the less senior employee(s) will be contacted on the third business day and returned to the recall list. If no response is received by 4:00 p.m. on the second full business day. the offer will be considered declined. If the School District Human Resources Office is unable to contact an eligible employee using the contact number(s) or email address supplied by the employee, the president of the exclusive representative, or their designee, will be contacted. This call will serve as recall notification and the two (2) full eight-hour business days will accrue from that point in the same manner as if the employee on recall had been contacted.

ARTICLE XIII
VACANCIES AND JOB POSTING

Section 1. Notice: The district recognizes that it is desirable in making assignments to consider the interests and aspirations of its employees. All notices of school Paraprofessional job openings will be posted on the district website for a period of at least five (5) working days. ln addition a copy will be sent to all members of the bargaining group via the District e-mail system. Requests for consideration for job openings shall be made through the District's online application system
Final judgment regarding the selection and placement of Paraprofessionals shall be made by the school district upon the recommendation of the Superintendent or designee. The Board shall encourage a policy of selecting the best qualified applicant for job openings. Current employees shall be given first consideration for vacant positions.

Section 2. Job Openings: Job opening shall be defined as any vacancy resulting from the creation of a new position or from an employee leaving a currently existing position, when hours of a position are increased by more than five (5) hours per week, or changed from part-time status to full-time status, or

changed from temporary to permanent status.

Section 3. Transfer: Transfer shall be defined as a change in job location or position. Whenever possible an employee shall be notified at least five (5) working days prior to the date of transfer. Prior to date of transfer the supervisor or their designee shall arrange for a meeting with the employee for the purpose of reviewing the duties and expectations of the position and establishing a date for a building visit if the position is in a new location for the employee.

Subd. 1. Administrative Transfer. The School District may transfer Paraprofessionals due to temporary organizational changes, physical or mental inability to perform assigned duties, or breach in the work relationship between the Paraprofessional and a teacher, student, principal or co-worker.

Subd. 2. When an administrative transfer is necessary, the School District representative will discuss the reason(s) for the transfer with the Association and the employee and provide the reasons in writing. Transfers may only be used for cause and will not be done arbitrarily or capriciously. The School District will provide the employee and the Association with a list of similar positions (hours, type of work and location) to which the Paraprofessional may transfer. Paraprofessionals who occupy such listed positions shall, by seniority order, have the right to voluntarily exchange positions with the transferring employee. An attempt will be made to reach a voluntary exchange. If there are no volunteers for an exchange within five (5) working days of notification, the least senior employee shall be required to make the exchange.

ARTICLE XIV
GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" means a dispute or disagreement regarding the application or interpretation of any term of a contract required under Minnesota Statutes, section 179A.20, subdivision 1.

Section 2. Representative: The exclusive representative or School District may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by this contract.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally or electronically served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's representative, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within 20 days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's representative.

Section 5. Adjustment of Grievances: The School District and the exclusive representative shall attempt to adjust all grievances which may arise during the course of employment of any Paraprofessional with the School District in the following manner:

> Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District representative shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.
>
> Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall set a time to meet regarding the grievance within ten days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.
>
> Subd. 3. Level III. Mediation – Option by Mutual Agreement: The parties may call for mediation of the dispute by a mediator mutually agreed upon from the office of the Bureau of Mediation Services. A recommendation for settlement of the dispute by the mediator shall not be final and binding upon either party unless mutually agreed.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the School District or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the Paraprofessional may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the Exclusive Representative and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

> Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within ten days following the decision in Level II of the grievance procedure.
>
> Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal

provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of the procedure, the parties shall, within five days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request BMS to appoint an arbitrator, pursuant to M.S. 179A.21, Subd. 2, providing such request is made within 10 days after request for arbitration. The request shall ask that the appointment be made within 10 days after the receipt of said request. Failure to agree upon an arbitrator or failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties; subject, however, to the limitations of arbitrator decisions as provided by in the P.E.L.R.A.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agreed are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall 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. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

ARTICLE XV

TAX SHELTERED ANNUITIES

Section 1. The School Board shall by resolution permit Paraprofessionals to request the School District to purchase annuities for the employees with an employee's designated portion of the employee's salary, which shall be deducted by the payroll officers of the School District and paid by the School District to an approved insurance company of the employee's choice.

Section 2. Tax Deferred Matching Contribution Plan. Effective July 1, 2005, in accordance with applicable state and federal laws, rules and regulations, each Paraprofessional in this plan will be eligible for a matching contribution by the School District to a 403(b) Tax Sheltered Annuity according to the schedule in Subd. 2 below.

Subd. 1. Each year by October 1, Paraprofessionals who have been employed by the School District full or part-time for three or more years shall be eligible to complete and file a salary deduction authorization for their annual contribution to the School District's Matching 403(b) Tax Sheltered Annuity Program. In a year in which an employee makes no contribution, the School District shall likewise make no contribution to that employee's account.

Subd. 2. The School District will match eligible employee contributions to a 403(b) Tax Sheltered Annuity according to the following schedule (paraprofessionals working less than 30 hours per week on September 1 will receive a pro-rata match contribution based on hours worked/week on September 1):

Current Year of Paraprofessional Employment Annual Maximum School District Contribution

2026-2027 School Year		2027-2028 School Year	
0-2 Years	No contribution	0-2 Years	No Contribution
3-16 Years	$525.00	3-16 Years	$525.00
17+ Years	$1000.00	17+ Years	$1000.00

Subd. 3. Employees on leave for one (1) or more years may not participate in the tax sheltered annuity while on leave.

ARTICLE XVI

DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2026, through June 30, 2028, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the Farmington Education Association – Paraprofessional Unit. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, 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 current contract terms, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless mutually agreed upon by both parties.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For:	For:
FARMINGTON EDUCATION ASSOCIATION	ISD 192
_____	_____
FEA President	Board Clerk
_____	_____
FEA- Paraprofessional Lead Negotiator	Board Chairperson
_____	
FEA-Paraprofessional Negotiator	
_____	
FEA-Paraprofessional Negotiator	
_____	
FEA-Paraprofessional Negotiator	

Dated this 14th day of September, 2026.

LETTER OF AGREEMENT #1 SENIORITY

School District 192 and the Farmington Education Association representing the Paraprofessionals of the school district, agree to the following:

In the spring of 2009, during relocations of programs and Paraprofessionals, a coin toss was used to determine seniority status for the following two (2) individuals with the same hire date for future reference in accordance with ARTICLE XII-Seniority, Section 1, Subd. 1c.

1. Rebecca Wagenknecht
2. Rebecca Hofacker

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For:	For:
FARMINGTON EDUCATION ASSOCIATION	ISD 192
_____	_____
FEA President	Board Clerk
_____	_____
FEA- Paraprofessional Lead Negotiator	Board Chairperson
_____	
FEA-Paraprofessional Negotiator	
_____	
FEA-Paraprofessional Negotiator	
_____	
FEA-Paraprofessional Negotiator	

Dated this 14th day of Septemebr, 2026.