

# Community Education Terms and Conditions of Employment

**Community Education** 

2025-2026

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#### ARTICLE I

#### DEFINITIONS

#### SECTION 1 – DEFINITION OF UNIT

<u>Subd. 1</u> –Salary Appendices are for reference only and may be updated periodically. The employees covered under this Terms and Conditions agreement are considered at-will employees.

<u>Subd. 2</u> – This agreement is subject to change.

<u>SECTION 2 – WORKING DAY</u> – a "working day" is defined as any day the employee is scheduled to work or any holiday the employee is eligible to be paid for.

<u>SECTION 3 – FULL-TIME EMPLOYEE</u> – Employees regularly scheduled to work six or more hours per day shall be considered full-time.

<u>SECTION 4 – PART-TIME EMPLOYEE</u> – Employees regularly scheduled to work less than six hours per day shall be considered part-time.

## ARTICLE II

#### REIMBURSEMENT

<u>SECTION 1 – MILEAGE REIMBURSEMENT</u> – Employees who are required to use their personal cars in the performance of their duties, shall be reimbursed at the rate allowed by the Internal Revenue Service.

<u>SECTION 2 – CELL PHONE REIMBURSEMENT</u> – Employees who are required to use their personal cell phone/smartphone in the performance of their duties, as determined by their supervisor, shall be reimbursed at the rate specified by the finance department. A copy of the service bill must be attached to the first reimbursement form, additional bills may be requested thereafter by the finance department.

<u>SECTION 3 - CERTIFICATION COURSES, LIFEGUARDS & WATER SAFETY INSTRUCTORS -</u> Employees who complete their lifeguard and water safety instructor certification are eligible for \$150 reimbursement toward the cost of a completed certification course, provided employee is actively working in Aquatics Program.

#### ARTICLE III

#### **COMPENSATION**

#### SECTION 1 - WAGES/COMPENSATION

<u>Subd. 1</u> – The wages/compensation reflected in the Appendices shall be in effect for the period commencing July 1, 2025 and ending June 30, 2026.

<u>Subd. 2</u> – The wages/compensation provided herein may, at the sole discretion of the District, be modified during the duration of this salary program for purposes of complying with applicable state and federal laws.

<u>SECTION 2 – INITIAL COMPENSATION</u> – At the time of hiring, initial placement on the salary schedule shall be determined by mutual agreement between the individual employee and the employer. Generally, employees will start at Step 1 unless there is pre-approval by the Superintendent or designee.

<u>SECTION 3 – PAY</u> - Employees shall be paid Semi-Monthly (15th & 30th). If a pay date falls on a Saturday, Sunday or holiday, employees will be paid on the last working day immediately preceding. Regular paychecks shall be delivered by electronic deposit.

# SECTION 4 - ADVANCEMENT ON THE SALARY SCHEDULE

<u>Subd. 1</u> – Employees hired on or before December 31 shall be paid at their starting step on the salary schedule. Effective the following July 1, employees shall be advanced to the next step. Employees hired after December 31 shall be paid at their starting step on the salary schedule until July 1 of the following calendar year. Thereafter, employees shall advance on the salary schedule as of July 1 until the top step has been reached.

<u>Subd. 2</u> – The District may, at its discretion, withhold step advancement/pay increase as a result of performance concerns. If it is determined that step advancement will be withheld, the employee shall be notified in writing by no later than May 15.

<u>SECTION 5 – OVERTIME</u> – An hourly employee working overtime will be paid in accordance with the Fair Labor Standards Act (FLSA).

<u>SECTION 6 – COMPENSATORY TIME</u> – Any hourly employee working beyond the regular work day may be eligible for compensatory time, which will be given upon prior written approval and in accordance with FLSA.

<u>SECTION 7 – POSITION CLASSIFICATION</u> – If an employee or his/her supervisor believes a position has changed significantly and therefore might warrant a change in Level, the employee can request a review of his/her position. Request for review must be submitted to Human Resources using the district Pay Equity Appeal form. Positions will be reviewed within two (2) months. If it is determined that a change is warranted, any appropriate change in pay rate shall take effect the July 1 following the review of the position.

# ARTICLE IV

#### HOLIDAYS

<u>SECTION 1 – HOLIDAYS</u> – Hourly employees working 52 weeks and at least an average of 14 hours per week shall be entitled to twelve (12) district established paid holidays each year. Employees working less than a full year shall be eligible for paid holidays on a prorated basis, based on the number of weeks worked per year. Employees working less than an average of 14 hours per week are not eligible for holidays. In order to be eligible for holiday pay, an employee must have worked a regular work day the day before and the day after the holiday unless on an

excused illness or on an approved vacation. **Note:** For salaried employees who work less than 260 days per year, paid holidays are **in addition to** your assigned workdays and **do not reduce** your total contracted days. You are **not expected to report to work on designated holidays**, and those days are **not counted as workdays** in your annual schedule.

## ARTICLE V

## SUPPLEMENTAL BENEFIT PROGRAMS

<u>SECTION 1 – ELIGIBILITY FOR BENEFITS</u> – full-time employees working 90 days or more per year shall be eligible to receive all health benefits as provided in this Article. Employees working less than an average of 30 hours per week are not eligible for health benefits.

#### SECTION 2 - HEALTH AND HOSPITALIZATION INSURANCE

<u>Subd. 1</u> – The District shall provide a yearly contribution toward the premium for insurance coverage for full-time employees, as defined in Article 1, Section 3, who qualify for and are enrolled in the district's group health and hospitalization plans - 2025-2026- Single \$9,015, Employee +1 \$20,605 or family \$28,307. In addition to the District contribution listed above, as a part of the medical benefit plan, the School District will contribute an amount recommended by the Insurance Committee and approved by the Board to a Health Reimbursement Account (HRA) for each insured employee each insurance plan year.

<u>Subd. 2</u> – The District's contribution shall be made in conjunction with regularly scheduled salary/wage payments.

<u>Subd. 3</u> – The cost of any premium that exceeds the District's monthly contribution shall be paid by the employee through payroll deduction. \*Rates are subject to change, the contribution in any contract year shall not exceed the actual premium for group medical insurance plan.

<u>Subd. 4</u> – The health and hospitalization insurance program will be coordinated with Medicare in accordance with Minnesota Statutes.

<u>SECTION 3 – DENTAL INSURANCE</u> – The District shall provide a yearly contribution toward the premium for dental coverage in the amount of \$399 individual and \$997 for family for 2025-2026, for full-time employees who qualify for and are enrolled in the District's dental insurance plan.

# SECTION 4 - LIFE INSURANCE

<u>Subd. 1</u> – The District shall contribute the full premium necessary to purchase group term life insurance equal to two times the employee's annual salary for eligible full-time employees, calculated to the nearest \$1,000.

<u>Subd. 2</u> – Employees will have the option of paying the premium for group term life insurance in excess of \$50,000, consistent with the provisions of Subd. 1 of this Section, or elect to reduce such coverage to \$50,000.

<u>Subd. 3</u> – So long as permitted by the school district's group insurance carrier, employees may purchase additional life insurance coverage on their own lives or on the lives of their spouse

and/or children. The cost of the premium for this optional life insurance shall be borne by the employee and paid by payroll deduction.

## SECTION 5 - LONG TERM DISABILITY INSURANCE

<u>Subd. 1</u> – Full-time employees become eligible for coverage upon completion of one full day of employment. To be eligible for long term disability, an employee must be actively at work, which is defined as being present and employed for at least six hours per day, working at least 30 hours per week, in a regular capacity.

<u>Subd. 2</u> – The District shall provide eligible employees with long term disability insurance equal to  $66 \frac{2}{3}\%$  of the employee's basic annual earnings in effect prior to the date of the disability, after fulfilling the plan waiting period.

## ARTICLE VI

#### **LEAVES**

#### SECTION 1 - SICK/ESST LEAVE

<u>Subd. 1</u> – Employees will be credited with - Earned Safe and Sick Time (ESST) on a pro-rated basis at the rate of 1 day per month. Any employee working less than 14 hours per week will accrue 1 hour for every 30 hours worked. Upon termination of employment, an employee's last check will be deducted for any sick leave used in excess of that earned. Unused sick days are forfeited at the conclusion of employment.

<u>Subd. 2</u> – Unused ESST above 80 hours may accumulate in the regular sick leave bank up to 90 days, no more than 90 days may be utilized for any single disability.

<u>Subd. 3</u> – The District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness in order to qualify for sick leave pay.

<u>Subd. 4</u> – An employee who is unable to work because of personal illness or disability and who has exhausted all accumulated paid sick leave available may be granted an unpaid medical leave of absence for the duration of the contract year during such illness or disability. Upon Board approval, this leave may be extended a maximum of one additional year upon written request by the employee, on the basis of medical certification.

<u>Subd. 5</u> – Sick leave is to be utilized for all absences resulting from an employee's physical or mental illnesses, therapy, examinations and consultations. Sick leave may also be utilized for the illness or injury of a minor child or spouse.

<u>Subd. 6</u> - Earn Safe and Sick Time (ESST) - ESST law provide paid leave to employees according to Minn. Stat. § 181.9447, subd. 1.

An employee who works at least 80 hours in a year qualifies for ESST. Temporary and part-time employees are covered under the law. An employee can rollover up to 80 hours of ESST. When the 80 hours of ESST are met, it will rollover in to the regular sick leave bank.

<u>Subd. 7</u> – Up to ten days of sick leave may be utilized for adoption of a child or for paternal leave upon the birth of a newborn child.

<u>Subd. 8</u> – An employee who is injured on the job shall receive such compensation as prescribed by the Worker's Compensation Law of Minnesota. Such compensation shall be supplemented with an amount sufficient to maintain his/her regular salary for a period not to exceed the employee's sick leave reserve.

# SECTION 2 - VACATION DAYS

Subd. 1 – Employees working at least an average of 14 hours per week and at least 9 months per year shall accrue on a monthly basis vacation days in accordance with the schedule below, vacations may be taken at any time during the contract year, subject to the needs of the School District, provided they are scheduled one week in advance and approved by the supervisor. Employees may advance vacation days with the understanding that if the employee separates from employment the advance shall be deducted from the employee's final paycheck.

Employment	0-5 Years	6-11 Years	12-17 Years	18+ Years
Days per Year				
172-205	2	3	4	5
206-235	3	4	5	6
236-250	4	6	8	10
251-260	10	15	20	25

<u>Subd. 2</u> – Vacation days must be pre-approved by the supervisor. Up to 10 unused vacation days may be rolled over to the next contract year, or up to 8 unused vacation days per year may be rolled into a sick leave bank at the end of the fiscal year, provided the number in the bank does not exceed 90. Alternatively, full time employees may roll up to 8 days into a Health Retirement Account, if their sick bank is full.

<u>Subd. 3</u> - Accrued unused vacation time will be paid out upon the end of assignment. Note – this does not include vacation days that were rolled into the sick bank, which are forfeited upon separation.

# SECTION 3 - BEREAVEMENT LEAVE

<u>Subd. 1.</u> Up to five (5) days leave shall be allowed for death or funeral for the employee's or employee's spouse's father, mother, sister, brother, husband, wife, son or daughter, stepchild, and grandchild. The specific amount of leave allowed is subject to the discretion of the Superintendent, depending on the circumstances.

<u>Subd. 2.</u> Up to three (3) days leave shall be allowed for death of the employee's or employee's spouse's sibling-in-law, or grandparent

<u>Subd. 3.</u> One (1) day leave will be allowed for the death of the employee's aunt, uncle, niece, nephew, or the niece, nephew, aunt or uncle of the employee's spouse.

<u>Subd. 4.</u> In the sole discretion of the Superintendent, an employee may be granted additional days of bereavement leave in the case of extreme circumstances and such days, if any, shall be deducted from sick leave.

<u>SECTION 4 – MILITARY LEAVE</u> – Conditions for military leave shall comply with FMLA and other applicable laws.

# SECTION 5 - JURY DUTY

<u>Subd.</u> 1 – An employee who is called to jury duty shall notify his/her supervisor immediately upon receipt of the summons so that arrangements to excuse the employee to serve may be made if necessary.

<u>Subd. 2</u> – An employee who is absent because of jury service will receive his/her regular salary from the District during the period of service minus any compensation received for the jury service, not including mileage and parking reimbursement. Confirmation of payment and service dates will be required.

<u>Subd. 3</u> – If an employee is released from jury duty before noon, they must notify their supervisor and report to work, unless a sub is already working that day or his/her supervisor advises otherwise.

<u>SECTION 6 – SCHOOL CONFERENCE LEAVE</u> – In accordance with Minnesota Statute § 181.9412, the employer will grant an employee leave up to a total of 16 hours during any school year to attend conferences or classroom activities related to the employee's child, providing such activities cannot be scheduled during non-working hours. School conferences and classroom activities will apply to students in preschool through 12<sup>th</sup> grade. Such leave is unpaid unless the employee has vacation, or other applicable paid leave available.

# ARTICLE VII

# **EMPLOYMENT PRACTICES**

<u>SECTION 1 – EMERGENCY SCHOOL CLOSINGS</u> – If school is canceled for students by the Superintendent, or designee, because of weather conditions, all employees are expected to report to work, unless their direct supervisor has advised otherwise, or they may elect to use a vacation day.</u>

<u>SECTION 2 - E-LEARNING DAYS -</u> In the event that the District declares an E-learning day, the school district will continue to pay the full wages and benefits for scheduled work hours during an E-learning period. During the E-Learning period the employees will be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

<u>SECTION 3 – WORK STOPPAGE</u> – in the event of a strike or work stoppage by other employees, it is mutually agreed that employees covered by this agreement shall be on duty and carry out policy, rules and assignments as directed by the employer. The employer reserves

the right to make whatever directives deemed appropriate for the operation or protection of District programs and facilities.

<u>SECTION 4 – IN-SERVICE</u> – The District will pay the cost for job related workshops with prior approval of the appropriate District administrator.

# ARTICLE VIII

## MATCHING DEFERRED COMPENSATION PLAN

<u>SECTION 1 – ELIGIBILITY</u> – Eligible full-time employees shall be entitled to a matching District contribution as specified in the Appendices.

<u>Subd. 1</u> – The District contribution will begin when the employee establishes participation in an eligible investment program as defined by statute. The District match cannot be accumulated on a retroactive basis if an employee elects to begin participation after the first year of eligibility.

<u>Subd. 2</u> – Changes to or initial entry into the plan shall occur on the first pay day following the date information is received by the Payroll Department.

# ARTICLE IX

# MISCELLANEOUS

<u>SECTION 8 - EMPLOYEE DISCOUNTS -</u> School-based staff employed in the Adventure Center and Early Childhood programs are eligible for a 40% tuition reduction for Adventure Center and Early Childhood program registered classes and contracts only during their scheduled times of employment.

# APPENDIX A

Community Education Youth Program Aide					
	<u>Step 1</u>	Step 2	Step 3	<u>Step 4</u>	
2025-2026	11.13	11.53	11.98	12.48	

Not eligible for benefits, holidays, or vacation.

# APPENDIX B

Performing Arts Center Technician

	Step 1	Step 2	Step 3	Step 4
2025-2026	14.86	15.45	16.07	16.71

Not eligible for benefits, holidays, or vacation.

#### APPENDIX C

#### Early Childhood Program Assistant Adventure Center Program Assistant Community Education Instructor – Non-Certified

Building Monitor Lifeguard

	<u>Step 1</u>	Step 2	Step 3	<u>Step 4</u>
2025-2026	17.23	18.13	19.08	20.09

<u>Step Movement for Community Education Instructors and Lifeguards:</u> Movement from Step 1 to Step 2 is achieved after 60 hours Movement from Step 2 to Step 3 is achieved after 120 hours Movement from Step 3 to Step 4 is achieved after 180 hours

#### **BENEFIT PROGRAM**

\*Community Education Instructors, Building Monitors, and Lifeguards are not eligible for benefits, holidays, or vacation.

403B Matching Contribution Plan:

Years of Experience	<b>Contribution</b>
0-4	0
5-9	\$600
10-14	\$700
15-19	\$800
20+	\$900

The maximum career matching contribution by the School District shall be \$15,000

#### APPENDIX D

Community Education Certified Gymnastics Instructor Community Education Certified Water Safety Instructor

	<u>Step 1</u>	Step 2	Step 3	<u>Step 4</u>
2025-2026	18.84	19.82	20.79	21.84

Not eligible for benefits, holidays, or vacation.

#### Step Movement for Certified Instructors:

Movement from Step 1 to Step 2 is achieved after 100 hours Movement from Step 2 to Step 3 is achieved after 200 hours Movement from Step 3 to Step 4 is achieved after 300 hours

#### APPENDIX E

Community Education Administrative Assistant - Early Childhood Community Education Administrative Assistant - Registrar Education Services Center Receptionist and Administrative Assistant Volunteer Coordinator

	<u>Step 1</u>	<u>Step 2</u>	Step 3	<u>Step 4</u>
2023-2024	22.18	22.63	23.07	23.55

#### **BENEFIT PROGRAM**

403B Matching Contribution Plan:

Years of Experience	<b>Contribution</b>
0-4	0
5-9	\$600
10-14	\$700
15-19	\$800
20+	\$900

The maximum career matching contribution by the School District shall be \$15,000.

## APPENDIX F

Adventure Center Site Lead

	<u>Step 1</u>	Step 2	Step 3	<u>Step 4</u>
2025-2026	24.84	25.33	25.83	26.35

## **BENEFIT PROGRAM**

403B Matching Contribution Plan:

Years of Experience	<b>Contribution</b>
0-4	0
5-9	\$600
10-14	\$700
15-19	\$800
20+	\$900

The maximum career matching contribution by the School District shall be \$15,000

# APPENDIX G

Performing Arts Center Specialist

	Step 1	<u>Step 2</u>	Step 3	Step 4
2025-2026	28.26	28.81	29.39	29.98

Not eligible for benefits, holidays, or vacation.

## APPENDIX H

Community Education Coordinator (260 days)

	<u>Step 1</u>	Step 2	Step 3	Step 4
2025-2026	59,304	63,906	66,226	70,382

#### **BENEFIT PROGRAM**

403B Matching Contribution Plan:

Years of Experience	<b>Contribution</b>
0-1	0
1-4	\$950
5-9	\$1000
10-14	\$1050
15+	\$1,100

The maximum career matching contribution by the School District shall be \$20,000.

# APPENDIX I

Early Childł	nood Assistar	nt Coordinator	(195 days)	
	<u>Step 1</u>	<u>Step 2</u>	Step 3	Step 4
2025-2026	57,357	59,534	61,710	63,886

## **BENEFIT PROGRAM**

403B Matching Contribution Plan:		
Years of Experience	<b>Contribution</b>	
0-1	0	
1-4	\$950	
5-9	\$1000	
10-14	\$1050	
15+	\$1,100	

The maximum career matching contribution by the School District shall be \$20,000.

## APPENDIX K

Early Learning Director (236 days)

	Step 1	Step 2	Step 3	Step 4
2025-2026	103,940	106,061	108,225	110,390

## **BENEFIT PROGRAM**

403B Matching Contribution Plan: District match of \$1,100, career cap of \$25,000.

#### APPENDIX L

Adventure Center Program Specialist Community Education Programs Marketing and Communications Specialist Community Education Programs Facility Specialist Community Education Strategic Project and Communication Specialist

	<u>Step 1</u>	Step 2	Step 3	<u>Step 4</u>
2025-2026	24.63	25.01	25.50	26.27

#### **BENEFIT PROGRAM**

403B Matching Contribution Plan:

Years of Experience	<b>Contribution</b>
0-4	0
5-9	\$600
10-14	\$700
15-19	\$800
20+	\$900

The maximum career matching contribution by the School District shall be \$15,000