

**2021-2022**

**WORK AGREEMENT**

**BETWEEN**

**WESTERN DAKOTA TECH**

**AND**

**WESTERN DAKOTA TECH  
FACULTY**

**WESTERN  
DAKOTA**

The logo features a horizontal teal oval shape that tapers at both ends, positioned behind the text.

**TECHNICAL COLLEGE**

# INDEX

		Page
Recognition	Article I	1
Individual Instructor Contracts	Article II	1
Instructor Credentials	Article III	1
Instructor Working Hours	Article IV	2
Workload	Article V	2
Faculty Designations	Article VI	3
Snow Days	Article VII	3
Extra Duty	Article VIII	3
Leadership Stipend	Article IX	3
New Course Development and Online Courses	Article X	4
Salary	Article XI	5
Health Insurance	Article XII	5
Worker's Compensation	Article XIII	6
Leave	Article XIV	6
Personal		6
Short Leaves: Jury/Consultant/Judge		7
Military or Civil Emergency		7
Sick Leave		7
Emergency Leave		8
Leave of Absence		9
Professional Development		9
Sabbatical Leave		9
Military Service		9
Family and Medical Leave		10
Maternity Leave		12
Education Benefits	Article XV	13
Medical Examination	Article XVI	14
Instructor Performance Improvement Review	Article XVII	14
Reduction in Force	Article XVIII	14
Voluntary Early Retirement	Article XIX	15
Severance Pay Benefit	Article XX	16
Suspension and Termination	Article XXI	16
Resignation	Article XXII	16
Effective Date and Duration of Agreement	Article XXIII	17
Employment Contract Reference	Appendix A	18

Salary Placement	Appendix B	19
Workload Calculations Guide	Appendix C	21
<del>Benefits</del>	<del>Schedule A</del>	<del>22</del>

**ARTICLE I**  
**RECOGNITION**

The work group covered by this Agreement is defined as all full-time and part-time instructors under contract with Western Dakota Technical College, excluding adjunct instructors.

**ARTICLE II**  
**INDIVIDUAL INSTRUCTOR CONTRACTS**

A. All individual contracts with instructors employed by the College and covered by this Agreement shall be electronic or in writing and signed by the instructor, Western Dakota Technical College President.

B. Individual instructors' contracts shall be in the form as provided in Appendix A.

C. If an instructor resigns from a contract, all unearned compensation shall be deducted from the following month's pay deposit.

D. The computation of an instructor's daily base wage shall be determined by multiplying 8 by the instructor's hourly base rate based on the salary schedule. (Appendix B)

E. The normal faculty contract is for 175 days to include 159 instructional days, 4 Institutional Effectiveness prep days and 12 faculty/staff development days as scheduled in the academic calendars for the fall and spring semesters.

F. If an error of overpayment is made, the instructor has the option for the correction to be made in one (1) lump sum or over the remaining pay periods for the fiscal year.

**ARTICLE III**  
**INSTRUCTOR CREDENTIALS**

A. Recording of Credential – All instructors shall provide the President, or designee, a credential valid for the position to which they are assigned prior to a contract being issued.

B. Continuing Education Requirements – All instructors must hold a valid postsecondary teaching credential as prescribed by the South Dakota Technical College Credential Board. It is the responsibility of the person seeking the renewal of a continuing credential to submit the application and other materials to the local credential committee in accordance with the procedures established by the committee (see Guidelines for Western Dakota Tech Credential Committee). It is also the responsibility of the applicant to make certain that the completed application and materials are forwarded to the local Credential Committee for endorsement.

## **ARTICLE IV**

### **INSTRUCTOR WORKING HOURS**

All WDT faculty are professional staff who accept responsibility for attending their classes, committee meetings, and other work assignments. In return, WDT respects faculty members' freedom of movement both on and off campus when such movement does not interfere with work assignments outlined in Article V. During non-teaching contract days, instructors will be required to work in accordance with the schedule posted by Administration, Vice President for Teaching and Learning (hereinafter, Vice President), or Program Directors.

## **ARTICLE V**

### **WORKLOAD**

Faculty are responsible for the following work assignments.

- Faculty teach 30 workload credits per fall/spring academic year (Appendix C)
- In the event an individual faculty member falls below 30 workload credits in an academic year, additional duties will be assigned that is equivalent to the deficit of workload credits as determined by administration.
- Workload will be decreased for Medical Program Directors who have individual accredited programs by three (3) credits in a non-visit year and six (6) credits in a visit year.
- Advise Students
- Prepare Courses
- Maintain five office hours per week
- Participate in committee assignments
- Attend meetings
- Manage/maintain lab/shop/job site
- Participate in Program recruitment
- Maintain Program accreditations/certifications
- Maintain three (3) hours of assessment/program improvement activities per week.
- Participate in special assignments (i.e. mentorship, student organization advisement, new program development and new course development, etc.)

Faculty shall participate in the recommendations of workload, both initially and in all subsequent reappraisals. Current administrative policy and practices shall be made known clearly to all faculty members in determining workload, including those new to the institution each year. Changes in individual workload shall be discussed with the instructor prior to implementation.

Workload should be thought of as total professional effort and not based solely on course or teaching hours. This is critical to achieving and maintaining excellence in faculty performance.

**ARTICLE VI**  
**FACULTY DESIGNATIONS**

Contracted Full-time

Any faculty member whose teaching contract is a minimum of 40 hours per week, as determined by their teaching load and other work assignments and is for 175 or more days per year.

Contracted Part-time

½ time and ¾ time – Will be determined on a pro-rata basis for any contracted faculty member whose teaching contract is not considered contracted full-time.

**ARTICLE VII**  
**SNOW DAYS**

Snow days, or days when the College is closed due to inclement weather, are considered to be acts of God, and therefore are counted as days in session. Snow days do not have to be made up at the end of the school year. No deductions will be made from instructors' contracts for snow days.

**ARTICLE VIII**  
**EXTRA DUTY**

Instructors may occasionally be requested to perform school-related non-faculty duties at a time outside of normal working time or on non-contract days. If the request is made by an administrator, and approval is granted by the Vice President prior to the event, compensation for extra duty may be taken as compensatory time and/or extra duty pay. If extra duty pay is granted, employees will be paid at their current base hourly rate for each hour of service upon completion of mandated extra duty assignment.

**ARTICLE IX**  
**LEADERSHIP STIPEND**

Faculty members designated as Team Leaders will receive an annual stipend of \$5,000.00. In addition to the stipend, a Team Leader's workload will be 15 credits per year. A Team Leader's workload is detailed in the Faculty Handbook.

Faculty members designated as Program Directors will receive an annual stipend. The annual stipend will be \$1000.00 per technical program and for each of the following General Education disciplines: Arts and Humanities, Communications, Computers, Mathematics, Natural Sciences and Social Sciences. If a technical program or General Education discipline chooses to divide the Program Director duties, the \$1,000.00 stipend will be divided accordingly. The Program Director's workload is detailed in the Faculty Handbook.

**ARTICLE X**  
**NEW COURSE DEVELOPMENT AND ONLINE COURSES**

A. Curriculum development is the responsibility of faculty as part of their normal workload. New course development is defined as creating a new course for the school that has not been taught before. This does not include book changes, software updates, or modification to current curriculum. Online course is defined as a course that is delivered primarily through the use of computer/web-based interaction between the student and the instructor, and the student and the instructional material. All courses developed by WDT faculty for WDT curriculum are the property of WDT.

B. Upon approval by the Program Director, Vice President, and the President or President's designee, a faculty member may be assigned the development of a new course and/or an online course.

C. Compensation for new course development shall be provided according to one of the following options as determined by the Vice President:

1. Course Load Reduction. Shall be calculated by a one (1) credit hour load reduction for each credit hour value of the proposed course (i.e. developing a three (3) credit hour course equals a three (3) credit hour load reduction). Course development must pass Quality Matters Rubric requirements and be approved by the Vice President prior to the course being taught the first time.

2. Stipend. With the approval of the President, the faculty member will be provided a stipend at the rate of \$300.00 for each credit hour value of the proposed course (i.e. developing a three (3) credit hour course equals a \$900.00 stipend). Course development must pass Quality Matters Rubric requirements and be approved by the Vice President by the end of the semester the course is taught for the first time.

D. Compensation for developing an online course shall be provided according to one of the following options as determined by the Vice President:

1. Course Load Reduction. Shall be calculated at a maximum of half (1/2) credit hour load reduction for each credit hour value of the proposed course (i.e. developing a three (3) credit hour course equals a one and one-half (1 1/2) credit hour load reduction). Course development must pass Quality Matters Rubric requirements and be approved by the Vice President prior to the course being taught the first time.

2. Stipend. With the approval of the President, the faculty member will be provided a maximum stipend at the rate of \$150.00 for each credit hour value of the proposed course (i.e. developing a three (3) credit hour course equals a \$450.00 stipend). Course development must pass Quality Matters Rubric requirements and be approved by the Vice President by the end of the semester the course is taught for the first time.

E. If it is determined that an online course must proceed with fewer than twelve (12) students, then that course shall not be factored in as part of the instructor's regular workload. Instead the instructor shall be compensated 1/12 the adjunct pay rate per student.

F. Instructors must complete ED116 Online Teaching Methods course to teach online classes for WDT. A one-year grace period may be allowed if approved by the Vice President.

## **ARTICLE XI** **SALARY**

The salary shall be paid in bi-monthly installments.

Upon termination from employment for any reason, the employee could receive at his/her request a lump sum payment for the salary that has accrued.

## **ARTICLE XII** **GROUP INSURANCE PROGRAM**

A. The College shall provide a group insurance program consisting of health, dental and life insurance. ~~The benefits are as set forth in the Master Plan document on file in the RCAS Business Office.~~

B. An advisory insurance committee shall exist. The WDT Faculty Assembly may designate a representative to said committee. The Insurance Advisory committee from WDT consists of the HR Director, the VP for Finance and Operations, and one member from each work group.

C. The College shall pay premium flat rate ~~(as defined in Schedule A)~~ cost for all instructors with a minimum of 6/10 contract electing to be covered under the employee-only coverage. For those instructors with 5/10 time contracts, the total insurance premium shall be shared equally by the College and employee.

D. Eligible instructors may elect to obtain coverage under the program for their dependents as defined in the master insurance policies. In such instances, the premium to be paid for such employee and dependent coverage shall be shared as defined in ~~Schedule A.~~ **the WDT Benefits Guide.**

~~E. Where a husband and wife are both employees of the College and/or the District and eligible for the group insurance program, they may elect to obtain coverage in whichever plan they select, but each will only be required to pay the premium for single employee coverage as defined in Schedule A.~~

F. All forms can be obtained through the insurance provider or the WDT Human Resources Office.

G. Instructors will be compensated up to \$100 per claim toward replacement value for personal property damaged or destroyed in the course of carrying out assigned duties, and supervision of students from a \$1,000 pool administered by the WDT Business Office.

H. WDT Policy 2011 further details benefits eligibility and retiree health care coverage.

**ARTICLE XIII**  
**WORKER'S COMPENSATION**

A. Any employee who is injured in the line of duty shall receive such compensation and expenses as are prescribed by the Worker's Compensation Law of the State of South Dakota.

B. Such compensation shall be supplemental with an amount sufficient to maintain such employee's regular salary for a period not to exceed his/her sick leave reserve.

C. Such sick leave reserve shall be charged only for that portion in excess of the compensation payment.

**ARTICLE XIV**  
**LEAVE**

The following types of leave are governed by this agreement: Personal, Short Leave, Military/Civil Emergency, Sick Leave, Emergency Leave, and Leave of Absence.

A. Personal

1. To qualify for personal leave, an employee must hold a half-time (1/2) or greater contract.

2. The President may grant short leaves of absence to instructors for personal reasons according to the following schedule:

Personal Leave:

- |     |                              |        |
|-----|------------------------------|--------|
| i.  | Less than full-time contract | 1 day  |
| ii. | Full-time contract           | 3 days |

3. Personal leave may only be used during the 175-day contract. All Personal leave accruals will occur the first week of July each year. If the accrual amount plus the unused personal leave accumulates to more than the maximum of six (6) days, those days will be lost.

4. Personal leave must be in writing and be applied for through the Vice President prior to the dates requested unless impossible to do so.

5. The use of personal leave during the first week of a semester or the last two weeks of a semester is discouraged. Request will be reviewed by the Vice President.

B. Short Leave to Serve on A Jury, As A Consultant, As A Judge, Or Related Activity

1. Instructors who are subpoenaed to testify in court (in a case in which they are not a party) or summoned to serve on a jury panel shall receive full pay from the College for the time they are required to be in court. The instructor may retain any stipend received from the courts for their service.

2. Instructors who are asked to serve as a consultant, as a judge, or in a related activity during the school year shall submit a written request for leave to the Vice President. The Vice President shall determine if the request is school-related and if it is approved. If the activity is determined by the Vice President not to be school-related and is a personal matter then leave may be granted, paid or unpaid.

C. Military or Civil Emergency

1. Instructors who have been identified in writing to the President as members of emergency response teams and are subsequently involved in a response to a verified civil or military emergency may use either of the following options to preclude loss of pay. In no instance will an instructor be paid twice for any service.

i. A maximum of three (3) days sick leave per occurrence, may be used in lieu of loss of pay for non-paid service

ii. A sum not to exceed the prorated daily pay times the number of days absent may be remitted to the WDT Business Office for paid service.

D. Sick Leave

1. To qualify for sick leave an employee must hold a half-time (1/2) or greater contract. Sick leave shall be prorated (range of 5-10 days rounded to the nearest complete day) as in accordance with the following example:

Length of Contract	Sick Leave Earned/Contract Year
1/2-time contract	5 days
3/4-time contract	5 days
Full-time contract	10 days

2. Additional sick leave will be earned at the rate of one (1) day per summer session, provided the instructor is employed for the full session. These days will be added to the instructor's accumulated sick leave following the conclusion of the summer session.

3. Sick leave is cumulative to one hundred forty-five (145) days. At the end of each fiscal year, twenty-five dollars (\$25.00) per day will be paid for each unused

sick leave day accumulated over one hundred forty-five (145) days. Upon termination, all accumulated sick leave shall be deposited into the sick leave bank.

4. Instructors are required to take sick leave in either half-day or full-day increments.

#### E. Emergency Leave

1. Each faculty member shall be granted the privilege of using accumulated sick leave in the following manner:

2. Faculty shall be granted the privilege of using a maximum of ten (10) days sick leave, per occurrence to cover absences due to death of their spouse, parents, parents-in-law, or children or other immediate family of the faculty member. Other immediate family shall include brother, sister, brother- or sister-in-law, grandmother, grandfather, grandchildren, grandfather- or grandmother-in-law, stepson, stepdaughter, stepmother, stepfather, stepbrother, stepsister, and any other person who is a regular member of the faculty's immediate household and who is dependent for support in whole or in part on such employee.

3. Faculty shall be granted the privilege of using accumulated sick leave to cover absences due to emergencies of illness or injury involving their spouse, parents, parents-in-law, children or other immediate family. Other immediate family shall include brother, sister, brother- or sister-in-law, grandmother, grandfather, grandchildren, grandfather- or grandmother-in-law, stepson, stepdaughter, stepmother, stepfather, stepbrother, stepsister, and any other person who is a regular member of the faculty's immediate household and who is dependent for support in whole or in part on such employee. The supervisor or President may request a physician's statement concerning such absence.

4. A maximum of two (2) days of sick leave to cover any absence in order to attend the funeral of someone close to the instructor other than those covered in Article XIV E. 2.

5. If more than the maximum number of days is needed, additional leave days can be requested of the faculty's supervisor, to be approved by the President or designee.

6. A maximum of five (5) days of sick leave to cover absences due to a natural disaster or other similar circumstance beyond the reasonable control of the instructor, or when an instructor is stranded out of town on a trip due to adverse weather or cancellation of public transportation. Appropriate documentation such as proof of closure of roadways or cancellation of flights must be provided to the President.

7. Parent or grandparent of a newborn or adopted child may use accumulated sick leave for visitation purposes.

8. Each faculty member may, upon approval of the President or designee, be granted the privilege of using a maximum of three (3) days sick leave to cover absences due to subpoenaed court appearances or for a deposition.

9. Any instructor who willfully violates or misuses these sick leave provisions or who misrepresents any statement or condition under said provisions shall forfeit up to but not in excess of thirty (30) days of such instructor's accumulated sick leave.

#### F. Leave of Absence

1. The President shall determine the conditions under which an instructor may return from this leave at the time of the approval of the request for leave.

2. An employee will retain his/her sick leave accumulation while on leave of absence.

#### 3. Types of Leave

##### a. Professional Development

Leaves of absence for educational travel, further study, related work experience, or similar situations may be granted subject to the approval of the President. An instructor who has been on the staff for five (5) or more years may be granted a leave of absence without compensation for a period of one (1) year.

##### b. Sabbatical Leave

An instructor may apply to the President of WDT for a one (1) year sabbatical leave for the purposes of updating education, industry experience, or for other approved reasons. The sabbatical leave may be granted, subject to the approval of the President, dependent upon budget capabilities. The instructor would receive one-half (1/2) of their previous base pay during the approved leave assuming the instructor completes three (3) additional years of service upon return. The instructor would be responsible for repayment of the portion of the sabbatical pay in proportional relationship for failure to complete the full three (3) years of service to the College. Said instructor would have to be a full-time instructor with five (5) years of service prior to being able to apply for such leave. The instructor would be able to return to service without loss of benefit accorded to him/her as if no break in service had occurred.

##### c. Military Service

i. Upon advanced notice, unless precluded by military necessity, an unpaid leave of absence may be granted for military service.

ii. Upon completion of the military services, the individual shall be entitled to reinstatement in the previous or similar position with the College with the same status, pay, and seniority, but subject to the following conditions:

1. That returnee is qualified and capable of performing the duties of the position,

2. That returnee makes written application for reinstatement according to the Uniform Services Employment and Reemployment Rights Act (USERRA).

3. That returnee submits an honorable discharge from military service or in the case of ongoing military commitment such as the National Guard, verification that the returnee has satisfied the orders that required the leave.

iii. Upon advance notice, a leave of absence shall be granted for reservists for training purposes. Request should be made on the regular leave form, and military orders shall be attached. Leaves for training will be granted without prejudice for up to 15 days without pay. Employees are encouraged to take these training periods during the summer session.

d. Family and Medical Leave

i. WDT is covered by the provisions of the Family and Medical Leave Act (FMLA). If the leave qualifies as FMLA under federal law, the employee will be entitled to use leave under FMLA. If the employee is not eligible for FMLA or wishes to take leave for a purpose that does not qualify for FMLA, the employee should consult the other leave policies set forth in this Agreement to determine if other leave might be available.

ii. To be eligible for FMLA leave, an employee must have worked at least twelve (12) months for WDT, been employed for at least one thousand two hundred-fifty (1250) hours during the twelve (12) months preceding the commencement of leave, and must be employed at a worksite where at least fifty (50) employees are employed within seventy-five (75) miles of the worksite.

iii. Under the FMLA, eligible employees may take up to twelve (12) workweeks in a twelve (12) month period for any of the following:

- The birth of a child and to bond with the newborn child within one year of birth,
- The placement with the employee of a child for adoption or foster care and to bond with the newly placed child within one year of placement,
- A serious health condition that makes the employee unable to perform the functions of his or her job, including incapacity due to pregnancy and for prenatal medical care,
- To care for the employee's spouse, son, daughter, or parent who has a serious health condition, including incapacity due to pregnancy and for prenatal medical care,
- Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

Current definitions of qualifying exigencies can be found in [The Employees Guide to the Family and Medical Leave Act](#).

iv. In addition, eligible employees may take up to 26 workweeks of leave in a 12-month period to care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember (referred to as military caregiver leave). An eligible employee is limited to a combined total of twenty-six (26) workweeks of leave for any FMLA-qualifying reasons during a twelve (12) month period.

v. Employees do not need to use their leave entitlement in one (1) block. Leave may be taken intermittently or on a reduced leave schedule when medically necessary. The employee must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt WDT's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

vi. During FMLA leave, WDT will maintain health coverage under any group health plan in effect on the same terms as if the employee had continued to work. Upon return from FMLA leave, the employee will be restored to their original or equivalent position with equivalent pay, benefits and other employment terms. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of FMLA leave.

vii. Employees will be informed whether they are eligible under FMLA. If the employee is eligible, WDT will specify any information required and explain their rights and responsibilities. If the employee is not eligible, WDT will provide a reason for the ineligibility. The employee will be informed if leave will be designated as FMLA protected and the amount of leave counted against the employee's leave entitlement. If the leave is not FMLA protected, the employee will be notified of that fact.

viii. Where leave is foreseeable, the employee must provide sufficient information to permit a determination of whether the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. The employee must also indicate if the requested leave is for a reason for which FMLA leave was previously taken or certified. After requesting leave or indicating a need for leave, the employee will be given a "Notice of Eligibility" and a "Rights and Responsibilities" notice explaining the employee's eligibility and expectations. The employee may also be required to provide certification supporting the need for leave. The employee will have fifteen (15) calendar days to return a complete and sufficient certification.

ix. When a complete and sufficient certification has been returned (or when the employee has otherwise provided sufficient information to designate the absence of FMLA), WDT will provide the employee with a Designation Notice that indicates whether the leave qualifies for FMLA and, if so, describe the conditions of the leave and the requirements for returning to work.

x. Generally, family and medical leave absences are unpaid, but the employee may request to use paid vacation leave while taking FMLA. WDT reserves the right to require that the employee use paid leave (i.e., sick leave, sick leave bank, personal leave) during FMLA leave. In order to use paid leave, the employee must comply with normal paid leave policies.

xi. The employee will be reinstated to the same job or an equivalent position upon completion of FMLA leave, except where denial of restoration is permitted by FMLA. If the employee has exhausted all available leave and is still unable to return to work, the employee no longer has any job restoration rights under FMLA.

xii. When leave is taken for the employee's own serious health condition, the employee is expected to return to work when released by a health care provider. The employee will need to provide a Fitness for Duty certification before returning to work if this requirement was indicated in the Designation Notice. The Fitness for Duty certification must be signed by a health care provider.

xiii. Termination of employment may occur if the employee fails to return from leave at the time agreed upon or if the employee is found to have taken leave on a fraudulent basis.

xiv. If the employee's job evaluation date passes while on FMLA leave, the employee will receive the performance evaluation upon return to work.

e. Maternity Leave If Not Eligible for FMLA

i. If the employee requests maternity leave and is not eligible for FMLA leave due to length of service, the employee shall inform their immediate supervisor as soon as pregnancy has been definitely determined, but in no case later than the middle of the fifth month, and with written notification of request for maternity leave. This notification will be accompanied by physician's written statement of the approximate date of expected birth.

Leave due to childbirth shall not exceed six (6) weeks for vaginal delivery and eight (8) weeks for cesarean delivery. A doctor's statement verifying date of birth must be submitted immediately after its occurrence to their immediate supervisor. (Refer to WDT's Sick Leave Bank Policy)

**ARTICLE XV**  
**EDUCATION BENEFITS**

A. WDT employees

1. WDT employees shall be entitled to enroll in any Corporate Education Center (excluding online and contracted customized) or credit-granting courses offered by WDT on a space-available basis, when those classes are in whole or part an approved activity by the supervisor that will lead to improvement in faculty credentialing, degree status or professional development. The employee enrolled in Corporate Education or WDT courses is responsible only for textbooks, tools, and any required consumable supplies.

2. Employees may receive up to \$800.00 tuition reimbursement, per fiscal year, for credit granting courses taken at an accredited college other than WDT that lead to improvement in degree status, faculty credentialing or professional development.

B. Spouse, Employee's Family, Retired Employees

1. Employee spouse, employee's family, and retired employees shall be entitled to enroll in any Corporate Education Center (excluding online and contracted customized) or credit-granting courses offered by WDT on a space-available basis. The following fees shall be applicable for spouse, employee's family, and retired employees:

- a. Tuition
- b. State Fees
- c. Required textbooks, tools and supplies

2. The following fees will be waived:

- a. Local Fees

C. Definitions: Employee Spouse, Employee family, Retired Employee and Deceased Employee:

- 1. WDT Employee – Any full-time employee at WDT.
- 2. Employee Spouse – The married wife or husband of a current or deceased (within five years) employee.
- 3. Employee Family – Is a child age 26 or under of the employee or employee's spouse.
- 4. Retired Employee – A former WDT employee who is eligible to receive state retirement benefits.
- 5. Deceased Employee – The benefits in Article XVII are extended to the spouse and children of a deceased employee for five (5) years from the date of death.

**ARTICLE XVI**  
**MEDICAL EXAMINATION**

If at any time there is a reasonable cause to believe that an employee is suffering from an illness detrimental to the health of the students, the WDT President may require a health evaluation. The expense of obtaining a health evaluation will be borne by the school.

**ARTICLE XVII**  
**INSTRUCTOR PERFORMANCE IMPROVEMENT REVIEW**

A. Overview – The purpose of evaluating professional instructional staff shall be to improve instruction and performance, encourage professional growth, and determine future employment. A meeting or meetings shall be held early in the school year with instructors so they will have an understanding of the process of evaluation.

B. Frequency of Performance Review – Professional instructional staff shall be formally evaluated at a minimum of once every year for the first two (2) years of employment. After their initial two years, instructional staff shall be formally evaluated at a minimum of every other year thereafter.

C. Scope of Performance Improvement Review – While improving an instructor's performance in the classroom is the primary focus of evaluation, the overall evaluation process will include a review of the instructor's total professional effort according to the Faculty Performance Improvement Review form and procedures.

D. Procedure for Performance Improvement Review – Performance Improvement Review will be conducted by the President, Vice President, or supervisor most directly responsible for the instructor's work. When the performance improvement form has been completed, a conference shall be held with the instructor to discuss the evaluation and any recommendation for a change or improvement in performance. In the event any deficiencies are noted that may affect future employment, the instructor shall be given specific recommendations for correcting these deficiencies and a timeline for such correction. The form shall be signed by the evaluator and the instructor, and a copy given to the instructor. Signing the form by the instructor shall not imply agreement with the evaluation but merely indicates the evaluation was discussed.

E. Classroom visitation is a part of the evaluation process, but visitations to an instructor's classroom/lab/shop shall not necessarily be construed to be an evaluation as such under this Article and may be conducted at any time.

**ARTICLE XVIII**  
**REDUCTION IN FORCE**

In the event a program is downsized, terminated, or eliminated, the affected instructors shall be notified in writing. If it is determined that a program is downsized, terminated, or eliminated due to low enrollment or budget shortfall after contracts have been signed, then the signed contract will be terminated in accordance with the provisions of their current contract. Affected instructors who do not qualify for severance pay shall receive any unused personal leave.

**ARTICLE XIX**  
**VOLUNTARY EARLY RETIREMENT**

A. Any instructor who is in or beyond his/her twelfth (12) full term of employment at the College, and who has attained the minimum age of fifty-five (55) on or before June 30 of any school year, shall have the option to elect early retirement. An Instructor electing early retirement shall receive a cash benefit in accordance with the following complete school year prior to retirement. The instructor's current degree status shall determine the ratio used for retirement benefits under Table I. The Early Retirement Factor shall be multiplied by the employee's current base salary in the year the instructor elects early retirement.

**TABLE I**

<b>Educational Attainment</b>	<b>Early Retirement Factor</b>
Less than BA	.25
BA/BS or beyond	.50
BA/BS + 15 graduate credits or beyond	.588
BA/BS + 30 graduate credits or beyond	.676
MA/MS or beyond	.851
MA/MS + 30 graduate or beyond	1.03
PhD/EdD	1.20

B. Upon retirement as provided above, the instructor is entitled to receive an enhanced 403(b) non-ERISA employer-funded benefit plan in the amount determined in this article, exclusive of any stipend or extra pay for extra work salary, if any. In no event will any individual be entitled to receive the benefit provided by this policy more than once. No instructor is eligible for retirement benefits unless during the school year retirement is elected, the instructor has actually received regular monthly salary from the College.

C. In order to qualify for an early retirement, benefit hereunder, the instructor shall notify the President in writing of the instructor's intention to retire no later than February 1 of the year in which such retirement shall occur. Failure to so notify the President of such intent by February 1 shall delay payment of the first installment of benefits for one (1) year.

D. In the event an instructor entitled to a benefit hereunder shall die while all or part of such benefit remains unpaid, such unpaid benefit or part thereof shall be paid to the estate of the deceased.

E. The enhanced 403(b) non-ERISA employer-funded benefit plan shall not exceed section 415(c) limit in any one (1) year and will be payable in six (6) equal semi-annual installments. The first installment will be paid after July 1 immediately following retirement, with subsequent payments every six (6) months thereafter, until paid in full.

At the College's discretion, due to the section 415(c) limit, the first installment may be delayed until January six (6) months after retirement. No interest shall be payable.

~~F. Any instructor electing early retirement may continue his or her participation in the College's group insurance program until such instructor reaches age 65. Such instructor shall pay one hundred percent (100%) of the premium for his/her coverage. Said premium shall be paid at such time and in such manner as required by the WDT Business Office.~~

G. Election of early retirement shall not preclude the instructor's receipt of benefits for severance pay.

H. The early retirement option does not apply to anyone hired after January 1, 2017, other than an employee hired full-time in another position before January 1, 2017 and has had continuous full-time service with WDT since that time.

#### **ARTICLE XX** **SEVERANCE PAY BENEFIT**

A. Upon resignation, retirement, termination due to low enrollment or program elimination, or death, an eligible instructor shall receive severance pay according to the following formula:

One-half of up to 145 days accumulated unused sick leave.

B. To be eligible, the instructor must have served a minimum of ten (10) consecutive years with the College and have notified the President in writing of his/her intention to resign or retire not later than April 15 of the year in which such resignation/retirement shall occur. The April 15 date does not apply to eligible instructors terminated due to low enrollment or program elimination. The current daily rate for each individual at the time of separation is required for payment of accrued sick leave.

C. This benefit shall not be paid to instructors dismissed for cause.

#### **ARTICLE XXI** **SUSPENSION AND TERMINATION**

A. The following forms of disciplinary action may be taken by the College:

1. Suspension with or without pay.
2. Termination of an instructor's employment will be in accordance with their signed contract.
3. Termination of employment for just cause.

#### **ARTICLE XXII** **RESIGNATION**

A. Resignations shall be filed with the President at least forty-five (45) calendar days prior to the effective date of resignation. In the event the College finds and contracts

with a suitable replacement prior to the expiration of the forty-five (45) days, the instructor may be released from contract at that time. Breach of Contract – If an employee does not give forty-five (45) days' notice, the following penalty schedule shall apply:

Resigns between July 1 – July 15 without 45-day notice	\$250
Resigns between July 16 – up to the first Duty Day without 45-day notice	\$500
Resigns First Duty Day through the end of the school year without 45-day notice	\$1000

B. The above shall be the College's sole remedy.

C. In cases of emergency or circumstances beyond an individual's control, or upon mutual agreement between the instructor and the College, a waiver may be granted by the President. Such requests for a waiver should be made in writing to the President.

D. Upon separation, if the employee is due a separation payout, of at least \$600 or more and employee is at least 55 years of age, it will be transmitted to the South Dakota Retirement System Special Pay Plan (IRS 401a plan). If the employee's separation payment is less than \$600, it will be paid directly to the employee, less applicable payroll taxes. The amount contributed to the 401a plan for any individual employee may not exceed the IRS 415c limit in any one (1) calendar year.

**ARTICLE XXIII**  
**EFFECTIVE DATE AND DURATION OF AGREEMENT**

A. All provisions of this agreement become effective on the 1st day of July 2021 and shall remain in full force and effect for a period of one (1) year and shall terminate on June 30, 2022.

**APPENDIX A**

**WESTERN DAKOTA TECH  
EMPLOYMENT CONTRACT**

THIS AGREEMENT, entered into this \_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between \_\_\_\_\_ (hereinafter "instructor") and Western Dakota Technical College, a public post-secondary school operation, (hereinafter "WDT").

Instructor represents and warrants that he/she is an instructor in good standing and possesses proper qualifications under the laws of the state of South Dakota and under the rules and regulations of the Board of Technical Education and holds or will hold a valid South Dakota Postsecondary Instructor Credential. Instructor agrees to be employed by WDT beginning on the 1<sup>st</sup> day of July 2021, and ending on the 30<sup>th</sup> day of June, 2022. Between these dates, the Instructor shall work **175** contract days as set forth in the work agreement between WDT and WDT Faculty Assembly according to the school academic calendar.

The parties acknowledge that WDT may terminate, suspend, or otherwise discipline the Instructor at any time without prior notice for just cause which includes, but is not limited to, a failure to devote his/her utmost skill in the performance of the duties assigned; failure to faithfully comply with, obey, and enforce all of the policies, rules, regulations, and administrative directives of WDT; unprofessional conduct; insubordination; poor performance; incompetence; and lack of program funds or lack of enrolled students. Instructor specifically acknowledges that the continuing contracts laws of the state of South Dakota have no application to his/her employment with WDT.

Notwithstanding the above, the parties agree that WDT may terminate this Agreement upon 60 days written notice to the Instructor. In the event this Agreement is terminated as herein provided, the Instructor shall not be entitled to compensation from and after the effective date of termination.

In exchange for the performance of the duties assigned in accordance with the terms of this agreement and the work agreement, WDT agrees to pay the instructor the sum of \$\_\_\_\_\_ payable in \_\_\_ equal bi-monthly installments of \$\_\_\_\_\_ each. An adjusted payment so as to make the total of the installments equal to the annual salary will be made, if necessary, in the last installment. If the Instructor is terminated or otherwise leaves employment prior to the end of the contract term, payment shall be made for that portion of the school term completed, as of the last day of employment.

\_\_\_\_\_  
Instructor

\_\_\_\_\_  
WDT President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Appendix B  
WDT Faculty  
Salary Placement  
2020-2021**

**SALARY PLACEMENT**

Employees covered by this Agreement shall be paid in accordance to the SD Administrative Rule 24:10:49:06 (effective August 4, 2016) and utilization of the Adjusted Whole Rubric, as determined by the WDT President. In calculating the instructor salary adjustment amount, the employee's base salary will be subtracted from the calculated instructor salary adjustment amount to determine the amount of non-base and/or stipend, as determined by the WDT President. The stipend will be distributed twice a month based on the employee's contract.

**NEW FACULTY BASE RATE PLACEMENT TABLE (To be used to calculate the starting wage for new faculty)**

Parameters-

1. New hires
  - a. Receive up to 18 levels maximum for college degrees from institutions accredited by regional accrediting agencies
    - i. 4 levels for Associates degree
    - ii. 9 levels for Bachelor's degree
    - iii. 18 levels for Master's degree
  - b. Receive up to 8 levels maximum for previous related work experience (one level granted per year of relevant industry experience)
2. Current Employees – If a degree is earned, the faculty can request a re-evaluation as a new hire at the time the degree is earned.
  - a. Re-evaluation is defined as being placed at the stated degree level plus years of experience to include years at WDT.

### Faculty Placement Salary Schedule

Level	Hourly Rate	Contract Salary	Level	Hourly Rate	Contract Salary
1	\$25.18	\$35,252.00	14	\$28.69	\$40,166.00
2	\$25.46	\$35,644.00	15	\$28.96	\$40,544.00
3	\$25.73	\$36,022.00	16	\$29.22	\$40,908.00
4	\$26.00	\$36,400.00	17	\$29.50	\$41,300.00
5	\$26.27	\$36,778.00	18	\$29.76	\$41,664.00
6	\$26.53	\$37,142.00	19	\$30.05	\$42,070.00
7	\$26.81	\$37,534.00	20	\$30.31	\$42,434.00
8	\$27.07	\$37,898.00	21	\$30.58	\$42,812.00
9	\$27.35	\$38,290.00	22	\$30.85	\$43,190.00
10	\$27.61	\$38,654.00	23	\$31.12	\$43,568.00
11	\$27.88	\$39,032.00	24	\$31.39	\$43,946.00
12	\$28.15	\$39,410.00	25	\$31.66	\$44,324.00
13	\$28.42	\$39,788.00	26	\$31.92	\$44,688.00

**Note: This is based upon a 175-day annual contract at 8 hours per day (1,400 hours)**

## APPENDIX C

### WORKLOAD CALCULATIONS GUIDE

Workload Calculations*	
Delivery Method	WL Credit to Credit**
Lecture	1 to 1
Lab	1.25 to 1
Clinical	1.5 to 1
Unsupervised Lab	.20 to 1
Unsupervised Clinical	.33 to 1
Internship	1 to total credits

\*Full-time status = 28 to 30 WL Credits Per Year; 30 WL Credits per year is the Expectation; Pay Overload Past 30 WL credits per year

\*\*Online course will be calculated at the lower of Credits or WL Credits to determine total WL Credits for the year

Independent Study
\$110 per credit per student

Internships not part of regular workload***		Online not part of regular workload	
\$110 per credit per student up to max of 1 credit adjunct pay rate	e.g. 2 credit internship with 1 student at BA pay level = \$220; 2 credit internship with 4 or more students at BA pay level = \$700	\$110 per credit per student up to max of adjunct pay rate	e.g. 3 credit online Comp with 2 students at MA pay level = \$660; 3 credit Comp with 8 or more students at MA pay level = \$2400

\*\*\*Internships with low student count will not be counted toward instructor workload if an alternative is available. Adjunct pay rates will be used instead.

**~~SCHEDULE A~~**  
**~~BENEFITS~~**

~~GROUP INSURANCE PLAN AMENDMENTS (Insurance Renewals)~~

~~The Rapid City Area School District/Western Dakota Technical College Group Insurance renewal is September 1, 2021. The following group insurance rates represent insurance rates for the 2021-2022 Plan Year.~~

<del>MONTHLY RATES</del>						
	<del>Health</del>			<del>Dental</del>		
	<del>Employee Deduction</del>	<del>Employer Contribution</del>	<del>Total Premium</del>	<del>Employee Deduction</del>	<del>Employer Contribution</del>	<del>Total Premium</del>
Single	<del>\$99.18</del>	<del>\$527.64</del>	<del>\$626.82</del>	<del>\$3.65</del>	<del>\$43.23</del>	<del>\$46.88</del>
EE+1	<del>\$455.28</del>	<del>\$798.36</del>	<del>\$1,253.64</del>	<del>\$28.46</del>	<del>\$65.27</del>	<del>\$93.73</del>
Family	<del>\$682.92</del>	<del>\$1,1197.55</del>	<del>\$1,880.47</del>	<del>\$41.89</del>	<del>\$96.09</del>	<del>\$137.98</del>
EE+1 RCAS/WDT Couple	<del>\$99.18</del>	<del>\$527.64</del>	<del>\$626.82</del>	<del>\$3.65</del>	<del>\$43.22</del>	<del>\$46.87</del>
Fam RCAS/WDT Couple	<del>\$99.18</del>	<del>\$841.06</del>	<del>\$940.24</del>	<del>\$3.65</del>	<del>\$65.34</del>	<del>\$68.99</del>