

2021-2022

WORK AGREEMENT

BETWEEN

WESTERN DAKOTA TECH

AND

**WESTERN DAKOTA TECH
LEADERSHIP**

**WESTERN
DAKOTA**



TECHNICAL COLLEGE

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ARTICLE I
RECOGNITION

The work group covered by this Agreement is defined as all full-time Leadership Team members (hereinafter "Administrator," WDT Administrators are defined as all Leadership and all Professional Staff employees) under contract with Western Dakota Technical College (hereinafter "WDT").

ARTICLE II
DISCRIMINATION

See Western Dakota Tech Policy 2005-4005-Discrimination/Harassment.

ARTICLE III
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 faculty, staff or students, the WDT President may require a health evaluation. The expense of obtaining a health evaluation will be borne by the school.

ARTICLE IV
CONTRACTS AND COMPENSATION PLANS

A. All individual contracts with administrators employed by the College and covered by conditions of employment shall be in writing and signed by each administrator, and the President of Western Dakota Tech.

B. Such contracts shall be sent to each administrator's WDT email for their digital signature and returned for processing. The original will be filed in the employee's personnel file at WDT's Human Resource office and a copy scanned into their EMS record.

C. Unless otherwise specified in the written contract, the salary shall be paid in twenty-four (24) equal bi-monthly installments.

D. The computation of the administrator's daily wage shall be determined by dividing their basic salary by the number of contract days stated in the contract.

E. Non-renewals of administrator's contracts, if applicable, will be in accordance with the contract. (Refer to Appendix B)

F. If the administrator resigns his/her position before the termination of the school year, they shall be compensated at their daily rate for days worked and prorated vacation leave.

ARTICLE V
SALARY SCHEDULES

A. Classification

1. Administrator will be classified for placement on the salary schedule at the time their individual contract is offered to them. Changes in position during the school year, which occur prior to April 1, shall be accompanied by corresponding salary adjustments to fit the new position. The placement salaries for administrators shall be in accordance with Appendix A.

2. The Western Dakota Tech President retains the prerogative to create, delete, or modify administrator positions.

B. Credit for Previous Experience

1. Administrators newly hired by the College may be granted experience credit up to step four (4) on their pay grade level. If not granted four (4) steps at the beginning of employment, the employee will be advanced one (1) step in successive years up to step four (4) subject to positive performance evaluations. This credit will be granted at the discretion of the College President, or designee.

2. This credit may include school administrative experience and supervisory work, subject to approval by the College President or designee.

3. Administrators must work for at least six (6) months at the College to be entitled to the incremental step increase.

C. Voluntary Transfers

1. If the administrator voluntarily transfers to a higher pay grade, he/she will move to the next closest dollar amount above their current salary. Additional experience credit may be granted at the discretion of the President.

2. If the administrator voluntarily transfers to a lower pay grade, he/she will move to the salary in that pay grade on the schedule that is closest to but not greater than their present salary.

D. Involuntary Transfers

1. If the administrator is involuntarily transferred to a lower pay grade during the school year, he/she will be placed on the step closest to, but not less than, their present salary for the balance of the school year.

2. If the maximum of the lower salary is less than their current salary, the administrator will continue to receive his/her current salary for the balance of the school year.

ARTICLE VI
LEAVE PROVISIONS

A. Vacations

1. All full-time administrators hired on contract shall receive seventeen (17) days of paid vacation on the first day of service each year. This is prorated based upon the hire date.

2. Vacation shall be taken in not less than half (1/2) day increments. Administrators may accumulate vacation up to a maximum of one and one-half (1 ½ times) or 25.5 days per year their annual amount. Administrators must give one (1) weeks' notice for any vacation time unless approval has been granted by their direct supervisor.

3. Vacation leave during the first week of a semester or the last two weeks of a semester is discouraged. Request will be reviewed by the immediate supervisor.

B. Holidays

1. The holidays recognized under this Agreement for full-time administrators include New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Day and the following Friday, Christmas Eve, Christmas Day,. The day of observance of these holidays shall be as determined on the school calendar. Administrators shall receive ten (10) of these holidays as paid holidays which will include: Independence Day, Thanksgiving Day and the following Friday, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day, and Juneteenth. All others will be observed as non-paid holidays.

C. Family and Medical Leave

1. 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.

2. 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.

3. 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](#).

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

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

D. Maternity Leave If Not Eligible for FMLA

1. 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)

E. Military Leave of Absence

1. Upon advanced notice, unless precluded by military necessity, a leave of absence may be granted for military service.

2. 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:

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

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

c. That returnee submits an honorable discharge from military service.

3. 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.

F. Sabbatical Leave

The College President may grant a sabbatical leave to administrator, who has been on the staff for at least six (6) consecutive years, for the purposes of study and/or for such other purpose dependent upon budget capabilities. The leave granted shall not exceed one (1) contract year.

1. The employee, upon return from sabbatical leave, shall be restored to his/her original position or to one (1) of like status.

2. The employee, upon return from sabbatical leave, shall make such reports as may be designated by the President.

G. Leave of Absence

1. The College President may grant a leave of absence of up to one (1) fiscal year to administrators who have been on the staff for three (3) or more years. Such leaves are without compensation. Requests for leaves of absence must ordinarily be submitted in writing no later than February 15 during the school year preceding the year in which the leave of absence is desired. Requests for leave of absence submitted after February 15 may be granted if, in the opinion of the President, a suitable replacement can be obtained. All requests shall be acted upon within forty-five (45) days after the receipt thereof. A written request for leave of absence shall contain a statement setting forth the purpose for which such leave is sought.

2. Upon return, the employee will be reinstated with all benefits except increased longevity.

3. An administrator desiring to return from any such leave which extends for a period of one (1) year shall give written notice of intent to return, to the President of the College, by March 1, and provided such written notice is given, shall be restored to his/her original position or to one (1) of like status and pay. Failure to provide written notification by March 1st will result in automatic resignation.

H. Personal Leave

The College President or designee may grant short leaves of absence to employees for personal reasons. Such personal leave accrues at two (2) days per year. However, no personal leaves will be approved during the first ninety (90) days of employment. Requests for personal leaves of absence shall be initiated through the direct supervisor, approval to be made by the President or designee. No personal leaves will be granted during the first week or the last two (2) weeks of the school year nor the day before or after a holiday or intermission except as authorized by the President. Unused personal leave may accumulate to a maximum of six (6) days. Personal leave must be taken in no less than half-day (1/2) increments.

I. Sick Leave

1. Sick leave allowances are available for all regularly appointed, full-time and regular part-time administrators at the College. Sick leave is provided to give a reasonable amount of protection for employees and the College so that employees who are ill, injured, have pregnancy related disabilities or are otherwise physically disabled will not feel compelled or be required to attend to duties when such disabilities exist. Sick leave must be taken in no less than half-day (1/2) increments.

2. All full-time administrators hired on contract shall receive, on the first day of service each year, sixteen (16) sick leave days. These days shall represent all the administrator's sick leave for that year, subject to the maximum accumulation stated in section VI. I. 4., hereof.

3. If the administrator should be released or leave before the termination of the school year, they shall be credited with only that portion of the accumulated days computed from the fractional portion of completed service. The final contractual payment shall be reduced by the appropriate number of contractual days' pay for any days used over the allotted number. Upon termination, all accumulated sick leave shall be deposited into the sick leave bank.

4. All of the unused days actually earned shall be added at the end of each fiscal year to the employee's sick leave reserve, provided that such sick leave reserve shall not accumulate beyond a total of 180 days.

A maximum of one hundred eighty (180) days of sick leave may be carried forward in any new year. At the end of each fiscal year, the employee will be paid \$25 per day of accumulated sick leave in excess of 180 days.

5. Each administrator shall submit sick leave requests through the WDT payroll information system. The supervisor or President may request a physician's statement concerning such absence.

6. Any administrator who willfully violates or misuses this sick leave policy or who misrepresents any statement or condition under said policy shall forfeit up to, but not in excess of, thirty (30) days of such employee's accumulated sick leave and may be subject to disciplinary action.

J. Emergency Leave

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

a. Each administrator shall be granted the privilege of using a maximum of ten (10) days sick leave, per occurrence, to cover absences due to death involving their spouse, parents, parents-in-law, their 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 administrator's immediate household and who is dependent for support in whole or in part on such employee.

b. Each administrator 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 or their children 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 administrator'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.

c. Each administrator shall also be granted the privilege of using a maximum of two (2) days sick leave per occurrence, to cover any absence in order to attend the funeral of someone close to the administrator.

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

2. Each administrator may, upon approval of the President, be granted the privilege of using a maximum of three (3) days sick leave, per occurrence, to cover absences due to subpoenaed appearances in a court of law or for a deposition which does not involve moral turpitude on the part of the administrator. A maximum of three (3) days sick leave may be used in legal procedures pertinent to obtaining custody of an adoptive child.

3. Each administrator shall be granted the privilege of using a maximum of three (3) days of emergency leave in case of a natural disaster or when he/she has been stranded out of town on a trip due to adverse weather, cancellation of public transportation, or other similar circumstances beyond the reasonable control of the administrator. (The President may approve up to three (3) additional days to be used for school cancellation per fiscal year.)

K. Professional Leave

1. The College recognizes the need for administrative growth through involvement in educational meetings, conferences, and visitations to other schools. At the discretion of the President or designee, administrator may attend meetings or conferences of an educational nature and visit other schools. Expenses will be paid based on approved budget and in accordance with the College's travel and professional leave policies.

2. Eligibility to attend meetings of state and national professional organizations shall be based upon professional interest and leadership in positions of local affiliation.

3. Request for permission to attend professional meetings or other school visitations must be approved by the President or designee. Upon return from a meeting or other school visitation, the administrator shall file an itemized and verified accounting of expenses incurred with the Business Office and approved by the President. Upon request from the President, such member shall share a report on the activities of the meeting, conference or other school visitation.

L. Short Leaves to Serve on Juries or as a Consultant

1. Administrators 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.

2. If serving as a consultant, the administrator shall notify their supervisor each week for release days and provide documentation from the courts. Leave does not need to be taken while serving as a consultant.

3. The administrator may retain any stipend received from the courts for their service.

a. Limited to five (5) days per year, unless serving on a jury.

ARTICLE VII **CONTRACT DUTY DAYS**

Refer to Appendix B.

ARTICLE VIII **VACANCIES, ASSIGNMENTS AND TRANSFERS**

A. Position openings may be filled through the internal administrative transfer process prior to announcing a vacancy.

B. Administrator will have the right to request consideration for transfers to openings that may occur, and to apply for vacant positions.

ARTICLE IX **EVALUATION PROCEDURES**

Annual evaluations shall be completed no later than June 15th. When conducted, the guiding principles governing evaluation relationships are as follows:

1. The person having the direct supervision over the evaluatee should serve as prime evaluator.

2. Any persons who have professional relationships with the evaluatee can serve as contributing evaluator. The use of a contributing evaluator may be requested by either the evaluatee or prime evaluator. The contributing evaluator must be mutually agreed upon by the evaluatee/evaluator. Major areas of responsibility in which an individual may be appraised are established in their job description and specific goals established with their supervisor. The administrator being evaluated has the right to attach to the evaluation a written response to amend or rebut its contents.

3. Evaluations will be conducted in accordance with WDT procedures.

ARTICLE X **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 administrators will designate their representatives to said committee. The Insurance Advisor 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 a flat rate (~~as defined in Schedule A~~) of coverage for all administrators with a minimum of 6/10 contract electing to be covered under the employee-only coverage. For those administrators with 5/10 time contracts, the total insurance premium shall be shared equally by the College and employee.

D. Eligible administrators 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~~. **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 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. Administrators 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 XI 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 XII. RESIGNATIONS

Resignations shall be in writing and directed to the employee's immediate supervisor with a copy to the President. Resignations shall be filed with the WDT Human Resource Office at least ten (10) working days prior to the effective date of the resignation.

Such notice may be waived under extenuating circumstances at the discretion of the President or designee. 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 XIII **RETIREMENT AND SEVERANCE PAY**

A. Voluntary Early Retirement

1. Any administrator who has attained the minimum age of 55 and who has been employed by the College as an administrator for at least ten (10) consecutive years, and who has complied with the terms and conditions of this Article, shall have the option to elect early retirement.

Upon retirement as provided above, the administrator is entitled to receive an enhanced 403(b) non-ERISA employer-funded benefit plan in the amount of such individual administrator's last contract salary, exclusive of 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 administrator is eligible for retirement benefits unless during the school year retirement is elected, and the administrator has actually received regular monthly salary from the College.

2. Alternatively, any administrator who has attained the minimum age of 55 and who has been employed with the College for at least ten (10) consecutive years but not for ten (10) consecutive years in this work group, and thus disqualifying them for voluntary early retirement under Article XII Section A1, and who has complied with the terms and conditions of this Article shall have the option to elect retirement at the end of such school year. Upon retirement as provided above, the administrator is entitled to receive an enhanced 403(b) non-ERISA employer-funded benefit plan in the amount outlined below, exclusive of 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 administrator is eligible for retirement benefits unless during the school year retirement is elected, and the administrator has actually received regular monthly salary from the College.

Six (6) consecutive years within administration 40 percent of salary;

Seven (7) consecutive years within administration 50 percent of salary;

Eight (8) consecutive years within administration 60 percent of salary;

Nine (9) consecutive years within administration 75 percent of salary

3. In order to qualify for an early retirement benefit hereunder, the administrator shall notify the President in writing of their intention to retire not 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.

4.. 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 two (2) to ten (10) 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 WDT'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.

5. In the event an administrator 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.

~~6. Any administrator electing early retirement may continue his/her participation in the RCAS/WDT group insurance program until age 65. Such administrator shall pay 100% of the premium for his/her coverage.~~

~~Said premium shall be paid at such time and in such manner as required by WDT..~~

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

B. Severance Pay

1. Upon retirement or death, eligible administrator or their beneficiaries shall receive severance pay according to one (1) of the following formulas, whichever is greater:

a. One-half (1/2) of their accumulated unused days of sick leave not to exceed ninety (90) days, (i.e. 180 accumulated days = 90 paid days) or

b. Up to, but not in excess of sixty-five (65) days of their actual accumulated unused sick leave (100 accumulated days = 65 paid days).

2. Any administrator who has reached the age of 55 and has been employed ten (10) consecutive years:

upon terminating his/her employment with the College (if upon resignation during the school year, such resignation must be appropriately approved) shall receive severance pay according to one (1) of the formulas set forth in subsection 1 above, whichever is greater.

“age” used for purposes of this section is the age of the administrator attained on or before June 30 preceding the retirement.

3. The amount of severance pay shall be determined by the administrator’s basic salary at the time he/she leaves employment.

4. Upon qualifying the employee’s severance payment if, at least \$600 or more, will be transmitted to the South Dakota Retirement System Special Pay Plan (IRS 401a plan). If the employee’s severance payment amount 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 XIV **SUSPENSION AND DISMISSAL**

The College retains the ability to suspend administrator with or without pay. Termination of employment shall be in accordance with the terms of Appendix B.

ARTICLE XV **HAZARDOUS CONDITIONS**

The College agrees to do everything reasonably necessary to create and maintain safe, healthful and sanitary working conditions. No employee shall be discharged or disciplined for refusing to work if such refusal is based upon a written statement, concurred in by the supervisor, that the working conditions are not safe or sanitary, or might unduly endanger his/her health until it has been determined that conditions have been eliminated. Pending such determination, such employee shall be transferred or reassigned to other comparable duties, which he/she is qualified to perform. When it has been determined that such conditions have been eliminated, such employee shall be returned to his/her original assignment. Then, if such employee continues to refuse to work, he/she shall be subject to discharge or other disciplinary action.

ARTICLE XVI **MISCELLANEOUS PROVISIONS**

Savings Clause

If any provision of this agreement or any application of the agreement is or becomes in contravention of the laws of the United States or the State of South Dakota, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of applications shall continue in full force and effect. In that event, the parties of this agreement shall, as soon as practical, arrange to bring the provision of application in questions into compliance with law if possible.

ARTICLE XVII
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 XVIII
EFFECTIVE DATE AND DURATION OF AGREEMENT

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
WDT Leadership Staff
Placement Salary Schedule
2021-2022

PAY GRADE								
Step	9	10	11	12	13	14	15	16
1	\$16.91	\$17.98	\$19.06	\$21.12	\$23.35	\$25.37	\$27.39	\$29.39
2	\$17.42	\$18.53	\$19.62	\$21.82	\$24.05	\$26.14	\$28.21	\$30.26
3	\$17.94	\$19.09	\$20.21	\$22.53	\$24.76	\$26.90	\$29.07	\$31.17
4	\$18.48	\$19.65	\$20.83	\$23.28	\$25.51	\$27.74	\$29.93	\$32.12

PAY GRADE								
Step	17	18	19	20	21	22	23	24
1	\$31.42	\$33.43	\$35.45	\$37.47	\$39.47	\$41.49	\$43.51	\$45.53
2	\$32.36	\$34.43	\$36.51	\$38.59	\$40.66	\$42.73	\$44.82	\$46.91
3	\$33.32	\$35.46	\$37.61	\$39.75	\$41.89	\$44.01	\$46.16	\$48.31
4	\$34.33	\$36.51	\$38.75	\$40.94	\$43.15	\$45.33	\$47.56	\$49.78

APPENDIX B

**WESTERN DAKOTA TECH
EMPLOYMENT CONTRACT**

THIS AGREEMENT, entered into this ___ day of _____, 20___, by and between _____ (hereinafter “administrator”) and Western Dakota Technical College, a public post-secondary school operation, (hereinafter “WDT”).

Administrator represents and warrants that he/she is an employee in good standing and possesses proper qualifications under the laws of the state of South Dakota to be employed as an administrator by WDT beginning on the 1st day of July, 2021, and ending on the 30th day of June 2022. Between these dates, the administrator shall work 256 contract days as set forth in the work agreement between WDT and WDT Administrator and according to the school calendar.

The parties acknowledge that WDT may terminate, suspend, or otherwise discipline the administrator 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; lack of program funds; lack of enrolled students; or any other good and sufficient reason. Administrator 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 sixty (60) days written notice to the administrator. In the event this Agreement is terminated as herein provided, the administrator 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 negotiated agreement, WDT agrees to pay the administrator 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 Administrator 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.

Administrator

President WDT

Date

Date

~~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.~~

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