

**CONTRACT**

**Establishing the  
Terms and Conditions of Employment**

**By and Between**

**Wright Technical Center**

**And**

**Anh Glewwe**

**Business Manager/HR Director/Payroll Clerk**

**July 1, 2021 – June 30, 2023**

## **ARTICLE 1 - PURPOSE**

This Agreement entered into by and between the Governing Board of Wright Technical Center hereinafter called the District, and Anh Glewwe, hereinafter called the Business Manager, has as its objective the establishment of the terms and conditions of employment for certain management personnel for the period herein established.

## **ARTICLE 2 - DEFINITIONS**

- Subd. 2.1 P.E.L.R.A. Of 1971 shall mean the Public Employment Labor Relations Act of 1971, as amended.
- Subd. 2.2 Executive Director shall mean the Director of the District or a designated representative.
- Subd. 2.3 Governing Board shall mean the Board of the District or its designated representative.
- Subd. 2.4 Business Manager will mean management personnel covered by this agreement.
- Subd. 2.5 Parties shall mean the District and Associations.
- Subd. 2.6 Other Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

## **ARTICLE 3 - RECOGNITION**

- Subd. 3.1 Appropriate Unit: In accordance with PELRA. The Dist. recognizes the Association as the exclusive representative of all management personnel included within the bargaining unit certified by the Bureau of Mediation Services.
- Subd. 3.2 Bargaining Unit Dispute. In the event of a dispute between the District and the Business Manager as to the inclusion or exclusion within the bargaining unit of a newly created or modified job classification, either party may petition the Bureau of Medication Services in accordance with the P.E.L.R.A.

## **ARTICLE 4 – BUSINESS MANAGER**

- Subd. 4.1 Use of Facilities: The Business Manager shall have the right to use District Buildings before or after hours for meetings, scheduling such use with the Executive Director provided that this shall not interfere with or interrupt school operations. Expenses incident to the meeting shall be borne by the Business Manager in Accordance with District policy.
- Subd 4.2 Indemnification: The Business Manager shall indemnify and hold the District harmless against any and all claims, orders, or judgments made against the District in the administration.
- Subd. 4.3 Personnel Files: Business Manager shall have the right to review his/her individual Personnel file in accordance with applicable Minnesota statutes.

## **ARTICLE 5 - DISTRICT RIGHTS**

- Subd. 5.1 Inherent Managerial Rights: The Business Manager recognizes that the District is not required to meet and negotiate on matters of Inherent managerial policy, which include but are not limited to, such areas of discretion or policy as the functions and programs of the District, its overall budget, the utilization of technology, the organizational structure, and the selection, direction, or number of personnel.
- Subd. 5.2 Reservation of Managerial Rights: The foregoing enumeration of District rights shall not be deemed to exclude other inherent management rights. Any and all management rights and functions not expressly delegated by this Agreement are reserved to the District.
- Subd. 5.3 Laws, Rules and Regulations: The parties agree to abide by applicable State and Federal Laws, rules established by the State Department of Education, and rules and regulations established by the Governing Board, provided such rules and regulations are not in conflict with this Agreement.

## **ARTICLE 6 - DUTY YEAR**

- Subd. 6.1 The normal duty year shall be considered as 260 days.
- Subd. 6.2 Specific Duty Year: These specific duty days during the calendar period July 1 through June 30 shall be established by the Business Manager and the Executive Director. The Executive Director reserves the right to designate specific calendar days during the period of July 1 through June 30 as mandatory duty days.
- Subd. 6.3 Management Commitment: The District and the Business Manager concur that the management nature of the duties and responsibilities of the Business Manager covered by this Agreement requires a commitment to whatever time is necessary to accomplish such managerial duties and responsibilities.

## **ARTICLE 7 - DUTY DAYS**

### Subd. 7.1 Normal Duty Day:

Subd. 7.11 The Business Manager shall normally be on duty during the period established as the teacher's basic duty day or as directed by the Executive Director.

Subd. 7.12 Work from Home: The Business Manager shall be allowed to work from home with prior approval from the Executive Director.

Subd. 7.13 Duties and Responsibilities: The Business Manager, because of her managerial duties and responsibilities, agrees to commit whatever time is necessary to accomplish such managerial duties and responsibilities.

## **ARTICLE 8 – COMPENSATION**

Subd. 8.1 Salary Schedule: The annual salary of the Business Manager employed by individual continuing contract for the 2021 - 2022 and 2022 – 2023 duty year is established by Schedule A, attached hereto, and shall be considered part of the Agreement.

Subd. 8.2 Salary Incentives: Performance incentives in addition to the annual salary of the Business Manager is established by Schedule B, attached hereto, and shall be considered part of the Agreement.

Subd. 8.3 Annual Salary: The Business Manager employed by an individual continuing contract will be paid an annual salary. Business Manager employed for a duty year less than that established by Article 6, Section 6.1 and 6.2, shall be paid a prorated annual salary.

Subd. 8.4 Daily Rate: For the purposes of calculating daily rate, the Business Manager annual individually contracted salary divided by the duty year established by Article 6, Sections 6.1 and 6.2 shall equal daily rate.

Subd. 8.5 Mileage: Business Manager shall be reimbursed at the Federal mileage rate for the use of their personal automobile to conduct authorized and approved travel on behalf of the District.

Subd. 8.6 Dues: The District will pay all annual professional dues.

Subd. 8.7 Work Stoppage: Business Manager, in the event of a strike or work stoppage by other District employees, shall report for duty to carry out Governing Board policies and directives.

## **ARTICLE 9 - GROUP INSURANCE**

Subd. 9.1 Selection: The selection of the insurance carrier & policy shall be made by the District as provided by law.

Subd. 9.2 Claims against District: It is understood that the District's only obligation is to purchase insurance policy and pay such amount as agreed to here-in and no claim shall be made against the District as a result of a denial of insurance benefits by an Insurance carrier.

Subd. 9.3 Duration of Insurance Contribution: The Business Manager is eligible for District contribution as provided in this Article as long as the Business Manager is employed by the School District. Upon termination of employment, all District contributions shall cease. The Business Manager may remain in the plan for 18 months by paying his/her own premium as provided by M.S. 62A.17.

Subd. 9.4 Health Insurance: The School District shall contribute to the sum of \$9,600 for 2021-22 and \$9,600 for 2022-23 toward the premium for the Business Manager enrolled in the District's health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Employees who have met the age and service requirements necessary to receive an annuity from PERA will be provided with the opportunity to elect to continue their health and hospitalization coverage. Eligibility for this program shall terminate when the eligible support staff member is eligible for Medicare coverage.

Subd. 9.5 Health Saving Account: The School District will offer an optional High Deductible Health Plan with a Health Savings Account (HSA). If the Business Manager elects to participate in the high deductible plan, the School District will make the following yearly contributions to a HSA: \$500 per year.

Subd. 9.6 Dental Insurance: The School District shall contribute to the sum of \$930 for 2021-22 and \$930 for 2022-23 toward the annual premium cost for coverage for the Business Manager employed by the School District who qualify for and are enrolled in the School District's dental insurance plan. Any additional cost of the premium shall be borne by the Business Manager and paid by payroll deduction.

Subd. 9.7 Income Protection Insurance: The School District will pay the premium for income protection insurance for the Business Manager. The Business Manager shall recommend a plan and the School District reserves the right of approval.

Subd. 9.8 Life Insurance: The School District will pay the premium for a \$50,000 term policy for the Business Manager. The School District shall select the company and enter into one Agreement with that company for all policies. The School District allows the Business Manager the option of purchasing, by payroll deduction, additional life insurance subject to carrier/policy provisions.

## **ARTICLE 10 - LEAVES OF ABSENCE**

### **Subd. 10.1 Sick Leave:**

Subd. 10.1.1 The Business Managers shall earn paid sick leave at the rate of 1.25 day(s) for each working month, which may be accumulated to a maximum of 132 days.

Subd. 10.1.2 Sick leave with pay shall be allowed whenever a Business Manager absence is found to have been due to illness which prevented his/her attendance at school and performance of duties on that day or days.

Subd. 10.1.3 The Business Manager's sick leave may be allowed for absences due to an illness of the Business Manager's spouse, parent and child as covered by M.S. 181.9413, on the same terms the Business Manager is able to use sick leave benefits for the Business Manager's own illness.

Subd. 10.1.4 The District may require the Business Manager to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicated such absence was due to illness in order to qualify for sick leave pay.

Subd. 10.1.5 In the event that a medical certificate will be required, the Business Manager will be so advised within two (2) working days of return to work.

Subd. 10.1.6 Sick leave allowed shall be deducted from the accrued sick leave days earned by the Business Manager.

### **Subd. 10.2 Holidays and Vacation:**

Subd. 10.2.1 The Business Manager shall receive the following paid holidays: Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, New Years Day, President's Day, Memorial Day, July 4<sup>th</sup>, and three (3) Floating Days.

Subd. 10.2.2, The Business Manager shall be entitled to 15 Days vacation with pay:

Subd. 10.3 Bereavement Leave: The Business Manager shall be granted bereavement leave for a death within the Business Manager's immediate or close family. The time shall be utilized in a reasonable amount and shall be determined after conferring with the Director. Days utilized will be deducted from sick leave.

Subd. 10.4 Emergency Leave: Emergency leave may be granted at the discretion of the Executive Director. All emergency leaves will be deducted from sick leave.

### **Subd. 10.5 Child Care Leave:**

Subd. 10.5.1 A child care leave may be granted by the District, subject to the provisions of this section to one (1) parent of a child, provided such parent is caring for the child on a full-time basis.

Subd. 10.5.2 A Business Manager making application of childcare leave shall inform the Executive Director in writing of intention to take the leave at least two (2) calendar months before commencement of the intended leave. In case of adoption, the two (2) calendar month notification shall be waived.

Subd. 10.5.3 If the reason for the child care leave is occasioned by pregnancy, a Business Manager may elect to utilize sick leave pursuant to the sick leave provision of the Agreement in lieu of seeking childcare pursuant to this Section. A pregnant Business Manager will also provide at the time of the leave of application, a statement from her physician indicating date of delivery. Said Business Manager making application & receiving approval for childcare leave under this Agreement's terms may also qualify for sick leave based on the terms of this Agreement provided the sick leave shall not be used between the beginning and ending dates of the childcare leave.

Subd. 10.5.4 Three days of the yearly accrued sick leave may be allowed for an adoption of a child by a person covered under this master agreement. Pay shall be allowed for this leave and the days of absence shall be deducted from their sick leave.

Subd. 10.5.5 In making a determination concerning the commencement & duration of child care leave, the board shall not, in any event, be required to: 1. Grant any leave more than 12 months in duration., 2. Permit the Community Ed Director /Business Manager to return to his or her employment prior to the date designated in the request for childcare leave.

Subd. 10.5.6 A Business Manager returning from childcare leave shall be re-employed in a position in which he or she is licensed unless previously discharged or placed on unrequested leave of absence.

Subd. 10.5.7 Failure of the Business Manager to return pursuant to the date determined under this section shall constitute grounds for termination unless the District and the Business Manager mutually agrees to an extension of the leave.

Subd. 10.5.8 A Business Manager on Child Care leave is eligible for District contribution as provided in this Article as long as the Business Manager is employed by the School District. The right to continue participation in such group's insurance programs, however, will terminate if the Business Manager does not return to the District pursuant to this section.

Subd. 10.5.9 A Business Manager who returns from childcare leave within the provisions of this section shall retain all previous experience credit for pay purposes, seniority, and any unused leave time accumulated under the provisions of this agreement at the commencement of the beginning of the leave. The Business Manager shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 10.6 Personal Leave:

Subd. 10.6.1 At the beginning of the school year, the Business Manager shall be granted Two (2) days of personal leave nonrestrictive. Personal days refer to days not covered by any other provision of this agreement.

Subd. 10.6.2 Requests for personal leave must be made in writing to the Executive Director of Schools at least one (1) day in advance, except in the event of emergencies. All personal leaves must have prior approval.

Subd. 10.7 Professional Leave: Professional Leave may be granted subject to the Executive Director's approval.

#### **ARTICLE 11 – RETIREMENT SAVINGS PLAN**

Subd. 11.1 Tax-Sheltered Annuities: The Business Manager is eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, M.S. 123B.02, District policy, and as otherwise provided by law. The District shall match the Business Manager's Section 403(b) contributions up to \$800 per year. Lifetime Maximum District 403 (b) Contribution Cap of \$18,000.

#### **ARTICLE 12 - GRIEVANCE PROCEDURE**

Subd. 12.1 Grievance Definition: A "grievance" shall mean an allegation by an Athletic Director/Business Manager resulting in a dispute or disagreement between the Athletic Director/Business Manager and the District as to the interpretation or application of terms and conditions contained in this agreement.

Subd. 12.2 Representative: The Business Manager or District may be represented during any stop of the procedure by any person or agent designated by such part to act on her behalf.

Subd. 12.3 Definitions and Interpretations:

Subd. 12.31 Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 12.32 Days: Reference to day regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated a legal holiday by State Law.

Subd. 12.33 Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, or Sunday, a legal holiday, in which event the period runs until the end of the next day, which is not a Saturday, Sunday or a legal holiday.

Subd. 12.34 Filing and Postmark: The filing or service of any notice or document herein shall be timely. It is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Subd. 12.4 Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within **TWENTY DAYS (20)** after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one

leave to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the Business Manager and the District.

Subd. 12.5 Adjustment of Grievance: The District and Business Manager shall attempt to adjust all grievances which may arise during the course of Employment of any Business Manager within the District in the following manner:

Subd. 12.51 Level I: If the grievance is not resolved through informal discussions, the District designee shall give a written decision on the grievance to the parties involved within **FIVE DAYS** after the receipt of the written grievance.

Subd. 13.52 Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the District, provided such appeal is made in writing within **FIVE DAYS** after receipt of the decision in Level I. If a grievance is properly appealed to the District, the District shall set a time to hear the grievance within **FIFTEEN DAYS** after the meeting, the District, a committee or representative of the board may be designed by the board to hear the appeal at this level, and report its findings and recommendations to the District. The District shall then render its decision.

Subd. 12.6 District Review: The District reserves the right to review any decision issued under Level I of this procedure provided the District or its representative notify the parties of its intention to review within **TEN DAYS** after the decision has been rendered. In the event the District reviews a grievance under this section, the District reserves the right to reserve or modify such decision.

Subd. 12.7 Denial of Grievance: Failure by the District or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the Business Manager may appeal it to the next level.

Subd. 12.8 Arbitration Procedures: In the event that the Business Manager and the District is unable to resolve any grievance, the grievance may be submitted to Arbitration as defined herein:

Subd. 12.8.1 Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such a request must be filed in the Office of the Executive Director within **TEN DAYS** following the decision in Level II of the Grievance procedure.

Subd. 12.8.2 Prior Procedures Required: No grievance shall be considered by the Arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 12.8.3 Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall within **TEN DAYS** after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PELRA to appoint an arbitrator, pursuant to MS 179.70 subd. 4, providing such request is made within **TWENTY DAYS** after request for arbitration. The request shall ask that the appointment be made within **THIRTY DAYS** after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PELRA within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 12.8.4 Submission of Grievance Information: Upon appointment of the arbitrator, the appealing party and the District shall **five days** prior to the arbitration hearing forward to the arbitrator the submission of the grievance which shall include the following: 1. The issue involved, 2. Statement of the facts, 3. Position of the grievant, & 4. The written documents relating to Article 12 Sections 4 and 5 of the grievance procedures.

Sub. 12.8.5 Hearing: The grievance shall be heard by a single arbitrator *and both parties may be represented by such person or persons* as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 12.8.6 Decision: the decision by the arbitrator shall be rendered within **THIRTY DAYS** after the close of the hearing. Decision by the arbitrator in cases properly before him shall be final and binding upon the parties, subject however, to the limitations of arbitration decisions are provided by in the PELRA.

Subd. 12.8.7 Expense: Each party shall bear its own expenses in connection with arbitration including expenses relating to the parties representatives, witness, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the Arbitrator, the cost of the transcript or recording if requested by either or both parties, and other expenses, which the parties mutually agree, are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 12.8.8 Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreement relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not

extend to propose changes in terms and conditions of employment as defined herein and contained in this written agreement; not shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein. The jurisdiction of the arbitrator shall include, but is not limited to, such areas of discretion or policy as the functions and programs of the employer. Its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in the order the arbitrator shall give due consideration to the statutory rights and obligations of the public District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Subd. 12.8.9 Duplication: A party shall not institute a grievance action & a Court action on the same action & time..

**ARTICLE 13 - INDEMNIFICATION and PROVISION of COUNSEL**

Subd. 13.1 In the event that an action is brought or a claim is made against the Business Manager arising out of or in connection with Business Manager’s employment, and the Business Manager is acting within the scope of employment or official duties, the District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

**ARTICLE 14 - DURATION**

Subd. 14.1 Term of Contract: This Agreement shall remain in full force and effect for a period commencing July 1, 2021 except as specifically provided otherwise in the Agreement, through June 30, 2023 and thereafter until modified or terminated pursuant to the PELRA of 1971 as amended.

Subd. 14.2 Modification: if either party desires to modify or terminate this Agreement effective on July 1, 2021, it shall give written notice of such intent no later than May 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar days prior to the expiration of this Agreement.

Subd. 14.3 Effect: This Agreement constitutes the full and complete agreement between the District and the Business Manager. The provision herein Supersedes and takes precedence over any and all prior Agreement, resolutions, practices, district policies, rules or regulations concerning the terms and conditions of employment.

Subd. 14.4 Finality: It is further agreed that any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

Subd. 14.5 Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under and circumstances is held invalid, it shall not affect any other provision of the Agreement or the application of any provisions thereof under different circumstances.

**SCHEDULE A - Business Manager Salary**

<b>2021 - 2022</b>	<b>\$ 57,533</b>	<b>2022 - 2023</b>	<b>\$ 59,719</b>
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Agreed to as the full and complete settlement of the terms and conditions of employment by the signatures of the following representatives of the District and the Business Manager.

Business Manager

For: Wright Technical Center Governing Board

IN WITNESS WHEREOF, I have subscribed  
My signature this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

IN WITNESS WHEREOF, we have subscribed  
our signatures this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Governing Board Chair

\_\_\_\_\_  
Governing Board Clerk