

**PARAEDUCATOR  
NEGOTIATED AGREEMENT  
2024 – 2025**

**RAPID CITY AREA SCHOOL  
DISTRICT NO. 51-4**

**AND**

**RAPID CITY EDUCATION  
ASSOCIATION**



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## **INTRODUCTION TO NEGOTIATED AGREEMENT 2024 – 2025**

This Agreement made and entered into at Rapid City, South Dakota pursuant to the provisions of SDCL 3-18-8, by and between the Rapid City Area School District #51-4, hereinafter called “District” and Rapid City Education Association, hereinafter referred to as “Association”,

WITNESSETH:

WHEREAS, both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between the District and the employees covered by this Agreement and to enter into a complete Agreement covering rates of pay, wages, hours of employment and other conditions of employment, and;

WHEREAS, the parties recognize that all the provisions of this Agreement must meet the requirements and procedures required by law and the provisions of the statutes of the State of South Dakota, and;

WHEREAS, the parties do hereby acknowledge that this Agreement is the result of the unlimited right and opportunity afforded each of the parties to make any and all demands and proposals with respect to rates of pay, wages, hours of employment and other terms and conditions of employment with respect to the unit of employees covered hereby,

NOW, THEREFORE, in consideration of the execution of this Agreement and the covenants and agreements mutually expressed herein and arrived at by the parties hereto, it is hereby agreed as follows:

## **ARTICLE I. RECOGNITION**

The District recognizes the Rapid City Education Association as the exclusive formal representative for the purposes of negotiations under SDCL 3-18 for the unit designated as all part-time and full-time paraeducators and other non-degreed assistants employed by the Rapid City Area School District #51-4. Notwithstanding this recognition, the parties hereto understand and agree that any individual covered by this Agreement, shall have the right at any time to present grievances to the District and to have such grievances adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement, and provided the Association has been given the opportunity to be present at such adjustment. Paraeducators must meet requirements in one (1) of three (3) ways:

- A. Earned an associate degree or higher; or
- B. Earned a minimum of forty-eight (48) college credits; or
- C. Passed the designated state test.

Where used herein, the terms “paraeducators” and “employee”, shall mean those individuals listed above unless otherwise indicated. The term “part time” shall mean an employee whose normal schedule of work is at least twenty (20) and less than forty (40) hours per calendar week.

## **ARTICLE II. DISTRICT RIGHTS**

In recognizing the Association as the exclusive formal representative as hereinbefore provided, the District retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities imposed upon and vested in it by the laws and the Constitution of the State of South Dakota and of the United States, including, but without limiting the generality of the foregoing, the rights and responsibilities set forth in SDCL 13-8-39 and 13-10-2, including but not limited to the following:

- A. To utilize personnel, methods, and means in the manner most appropriate and efficient; to direct and manage the employees of the District; to hire, schedule, promote, transfer, assign, train or retrain employees in positions with the District; and to suspend, discharge, or take other appropriate disciplinary or corrective action against employees for just cause.
- B. To determine the size and composition of the work force, to eliminate or discontinue any job or classification, and to lay off employees or eliminate programs for lack of work or lack of funds;
- C. To determine the objectives of the District and the method and means necessary to efficiently fulfill those objectives, including the transfer, alteration, curtailment, or discontinuance of any services or programs; the establishment of acceptable standards of job performance and employee conduct; the purchase and utilization of equipment; and the utilization of seasonal and part-time employees;
- D. To provide reasonable standards and rules for employee’s conduct;

- E. To determine the method of fulfillment of objectives of the District, whether by its employees or by contracting or subcontracting with respect to any or all the District's services;
- F. To perform any other function or duty authorized by law. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by such expressions of limitation relating to the unit as are contained in this Agreement and then only to the extent such expressed limitations are in conformance with the Constitution and the laws of the State of South Dakota and the Constitution and laws of the United States.

### **ARTICLE III. FORCE MAJEURE CLAUSE**

Translated to “superior force”, “unforeseen event”, or “overpowering force”.

Neither the District nor the Association shall be responsible to the other for any loss resulting from the failure to perform any terms or conditions of this Agreement, if a party's failure to perform its obligations is attributable to war, riot, flood, pandemic, epidemic, or other biological contagion emergency, or other casualty to the District's facilities not within the control of the party whose performance is interfered with, and with reasonable diligence such party was unable to prevent. A party invoking this clause must provide advance notice to the other party, detailing its efforts to prevent interference with the performance of this Agreement. The decision to invoke this clause is subject to the grievance procedure detailed in Article XII of this agreement.

### **ARTICLE IV. DISCRIMINATION**

See District's policy AC – Discrimination and Harassment Policy and Procedure.

### **ARTICLE V. HOURS OF WORK**

#### **Section 5.01 Work Schedule**

The work schedule and the regular day of work shall be determined by the District or Building Administrator/Direct Supervisor. Professional development opportunities provided by the District are mandatory for all paraeducators and shall be scheduled according to the District staff calendar.

#### **Section 5.02 In-Service**

Approval of additional hours for employees to attend District approved in-services is at the discretion of the administration. An employee who attends said in-service shall be paid the employee's hourly salary.

### **Section 5.03 Meal Periods**

All employees, working twenty-five (25) hours or more, covered by this Agreement shall be granted a duty-free lunch period. Whenever possible, the lunch period will be scheduled near the middle of the shift and shall not be less than thirty (30) consecutive minutes nor more than one (1) hour in length. The exact scheduling and length of any meal period shall be determined by the needs of the District as determined by the appropriate supervisor.

## **ARTICLE VI. ASSIGNMENTS**

### **Section 6.01 Assignments and Transfers**

- A. Each employee of the Board of Education shall be assigned to a specific position at the direction of the Superintendent, or designee and may be transferred to any other position as the Superintendent or designee may direct (involuntary transfer).
- B. In the event an employee requests a transfer or reassignment, the wishes of the individual employee will be honored to the extent that they do not conflict with the best interests of the school system as determined by the District. If more than one (1) employee has applied for the same position, the employee best qualified for the position shall be appointed (voluntary transfer).
- C. Transfers after the initial hire will be discussed with the employee involved.
- D. An employee who transfers to a different position in the bargaining unit will not lose accumulation of sick leave or accumulation of benefits (voluntary transfer).
- E. An employee who is transferred or re-assigned to a different position in the bargaining unit will not lose accumulation of sick leave or accumulation of benefits (involuntary transfer).
- F. Any employee temporarily assigned in writing by their supervisor, as processed by the Office of Human Resources, to work in a different classification for a period of at least two (2) weeks shall receive the higher rate of pay between the former classification and the new classification on the employee's current step for the period assigned. A temporary work assignment to a higher classification for over two (2) consecutive weeks shall be board approved. An employee may be temporarily assigned to work in a lower paid classification but without reduction in pay.

### **Section 6.02 Posting of Job Vacancies**

The District agrees to post a notice of each job vacancy online that occurs; provided, the District wishes to fill the vacancy and provided further that the vacancy is in a job classification which is permanent in nature. Any vacancy will be filled in accordance with the needs of the District.

### **Section 6.03 Resignation**

- A. Resignation shall be in writing and directed to the building Principal.

- B. Resignations shall be filed with the Director of Human Resources or Designee at least thirty (30) days prior to the effective date of the resignation. Such notice may be waived under extenuating circumstances as determined by the Director of Human Resources or Designee.

#### **Section 6.04            Layoff & Reemployment**

- A. Layoff shall be defined as a reduction in the work force as determined by the District. The District may layoff any employee covered by this Agreement.
- B. The names of former employees with satisfactory service records shall be placed on the reemployment list for a period of one (1) year. In order to continue to provide the education services needed in the event the Board of Education determines that a reduction in force shall occur, the following factors will be considered:
  - 1. The ability and needs of the district to provide the educational services required;
  - 2. Performance evaluations;
  - 3. Certifications and endorsements;
  - 4. Experience;
  - 5. Operational impact on the district.
- C. Employees who are laid-off and who are re-employed within a period of one (1) year will be placed on the salary step held at the time of separation, and any previous paid leave benefits, including longevity, shall be restored as accumulated at the time of separation.
- D. Personnel on layoff shall be entitled to COBRA only according to federal guidelines.

#### **Section 6.05            Suspension and Dismissal**

Any employee whose employment is terminated for just cause, as provided in the policies, forfeits all accrued rights and privileges, including leave and vacations.

#### **Section 6.06            Evaluation**

The primary purpose of employee evaluation shall be the improvement of employment skills and to monitor performance with respect to the job description. New employees shall be evaluated once during the first six (6) months of employment as a paraeducator with the District. The employee will be evaluated annually for the second and third consecutive terms of employment. Thereafter, evaluations will be performed every other year.

Additional evaluations may be made anytime if deemed necessary. Evaluations shall be written by the administration. If a supervisor has a performance concern, the reasons shall be set forth in writing, the necessary improvements identified, and the nature of assistance available to the employee communicated. A post-evaluation conference between the employee and administrator shall be held prior to the end of the school year and a signed and dated copy of the evaluation shall be provided to the employee.



The evaluation form must be signed by the administrator and the employee. The signature of the employee shall only indicate that the employee has read the evaluation and not necessarily indicate agreement with its content. At the request of the administrator, contributing evaluators may participate in the post-evaluation conference. All employee evaluations must be completed no later than May 15 of each school year. Employees may submit a written response to the evaluation which will be forwarded to the Office of Human Resources to be attached to the evaluation.

#### **Section 6.07            Dispensing of Medication**

Employees required to administer oral or topical medication to students shall receive training and certification prior to dispensing medications.

### **ARTICLE VII.        PAY**

#### **Section 7.01            Payment of Salary**

- A. Employees shall be paid bi-weekly for all work performed, provided all timecards are properly prepared and received by payroll.
- B. For the purpose of computing the pay of employees, the normal hours of work shall be established by the District. Normal hours shall be no more than forty (40) hours in any workweek.
- C. Employees shall receive the basic hourly rate set forth in the salary schedule for the work performed.
- D. The new employee salary schedules for the 2024-2025 school year shall be listed in Appendix A.
- E. Employees hired for more than one (1) position in the bargaining unit shall be paid at the highest salary for all hours worked for the District.

#### **Section 7.02            Overtime**

The District shall pay overtime, calculated at one and one-half (1 1/2) times the employee's regular hourly rate, for all hours worked in excess of forty (40) hours per week.

- A. Overtime shall not be paid twice for the same hours nor shall there be duplication or pyramiding of overtime pay. There shall be no payment of overtime for hours not worked.
- B. Holiday and/or leave hours will not be counted as work hours towards contribution to overtime pay.

#### **Section 7.03            Substitute Teacher**

- A. A paraeducator may only substitute teach in a comparable classroom only when the substitute management system was unable to furnish a substitute for the vacant position.
- B. When asked or required to serve in this capacity for a minimum of four (4) consecutive hours, employees covered by this Agreement will be compensated at their hourly wage or the District substitute wage, whichever is greater.

## **ARTICLE VIII.      WORKER’S COMPENSATION**

The District will follow the laws of the State of South Dakota.

## **ARTICLE IX.          EMPLOYEE PROTECTION**

### **Section 9.01          Assault Upon Paraeducators**

Employees shall immediately report cases of assault suffered by them, which cause bodily harm or injury. The report shall be made to their direct supervisor, detailing the date and time of the occurrence, a summary of what occurred, and a request for medical care, if desired or necessary. The Supervisor, or designee, shall work with the Employee to make appropriate plans for care.

### **Section 9.02          Disruptive Students**

When, in the judgment of an Employee, a student is, by his/her behavior, seriously disrupting the instructional program to the detriment of other students, the Employee, in conjunction with the classroom teacher or direct supervisor, may send the student from the classroom and refer him/her to the principal, or his /her designee.

### **Section 9.03          Use of Force**

Employees have the authority to use force that is reasonable and necessary for supervisory control over students, including the supervision of children who have been authorized to attend a school function away from school premises. It is agreed by and between the District and the Association that the use of restraint or physical force is reasonable and necessary only when it is used in the following situations:

- A.      For the purpose of self-defense;
- B.      To prevent a student from injuring himself/herself or others; and
- C.      To protect property of the school or others.

The use of restraint and seclusion must be consistent with District Policy JGB: Restraint and Seclusion.

### **Section 9.04          Hazardous Conditions in Schools**

The District agrees to do everything reasonably necessary to create and maintain safe, healthful, and sanitary working conditions in the District. No Employee shall be discharged or disciplined for refusing to work if such refusal is based upon a written statement, concurred in by the building principal or supervisor, that the hazardous working conditions are not safe, sanitary, or the working conditions might unduly endanger the Employee’s health. Upon receipt of such notice, the District will inspect the building and eliminate hazardous conditions, if necessary. During the pendency of the inspection and/or curing period, Employee shall be transferred or reassigned to other comparable duties which the Employee is qualified to perform.

When the District determines that such hazardous conditions have been eliminated, the Employee shall return to the Employee’s original assignment. Failure to return to work may result in disciplinary action, up to and including termination.

## **ARTICLE X. LEAVE PROVISIONS**

### **Section 10.01 Leave of Absence**

- A. An employee who has completed their second consecutive year within the bargaining unit may be granted a leave of absence without compensation for a period of up to one (1) full school year. A written request for leave of absence shall contain a statement setting forth the reason(s) for which such leave is sought. A completed application form must be submitted to the Director of Human Resources or designee by June 1 prior to the school year leave is requested.
- B. Exceptions to the application may be granted by the Director of Human Resources or designee if the reason involves a medical issue/care involving a family member or close family friend.
- C. Scheduled increment, adjustments in salary and other credit are not allowed for such leave.
- D. Employees planning on returning from a leave of absence must inform the Director of Human Resources or designee in writing no later than April 1 of the year in which leave is taken. The employee shall be assigned to the first available vacant position for which the employee is qualified. If more than one (1) employee has given written notice to the Director of Human Resources or designee to return, the employee whose notice is received on the earliest date by the Office of Human Resources shall be assigned to such vacant position; provided the employee meets the qualifications for the vacancy. If an employee declines the position offered, the employee's name shall be removed from the reemployment list.
- E. While on leave, an employee shall have the option to remain in the group insurance program of the District by paying the entire amount of the monthly premium for such insurance. Upon returning from a leave of absence, an employee must, as a precondition to reemployment, execute either an acceptance or rejection of insurance coverage.
- F. An employee on leave may substitute but may not apply for another position with the District in this unit.

### **Section 10.02 Military Leave of Absence**

- A. Leaves of absence shall be granted for military purposes but not to exceed the enlistment or draft period.
- B. Upon completion of the military service, the individual shall be entitled to reinstatement in the position held but subject to the following conditions:
  - 1. Providing the position or a similar position still exists,
  - 2. Providing the returnee is capable of performing the duties of the position, and
  - 3. Service of thirty-one (31) – one hundred eighty (180) days: An application for reemployment must be submitted to the Director of Human Resources or designee no more than fourteen (14) days after completion of a person's military service.

4. Service of one hundred eighty-one (181) or more days: An application for reemployment must be submitted to the Director of Human Resources or designee no later than ninety (90) days after completion of a person's military service.

### **Section 10.03 Parental Leave of Absence**

- A. Employees may use up to eight (8) weeks of accumulated sick leave for the birth of a newborn child or the placement of a child for adoption or foster care, within one year of the birth or placement of a child. Paid sick leave will not exceed eight (8) weeks per employee if both parents are district employees the combined total paid leave will not exceed twelve (12) weeks. Nothing herein restricts an eligible employee's entitlement to rights protected under the Family Medical Leave Act. An employee desiring to utilize this leave provision must notify the employee's principal/supervisor and the Director of Human Resources at least three (3) months in advance of the birth. In the event of a placement of a child, employees must notify their principal/supervisor and Director of Human Resources as early as possible. Employees may seek additional unpaid leave under the Family and Medical Leave Act.
- B. Upon written application to the Director of Human Resources or designee, a parental leave of absence without pay may be granted to an employee for childbearing and/or child rearing. An employee who is pregnant shall notify the employee's immediate supervisor in writing, accompanied by a physician's written statement of the approximate date of expected birth, as soon as pregnancy has been determined but in no case later than the middle of the fifth month. Employee shall indicate in the written notification:
  1. Whether employee wishes to apply for a parental leave of absence prior to the birth of the child or continue working until employee is no longer able to do so,
  2. The requested commencement date (may be approximated) of a leave request, and
  3. The desired length of any requested leave.
- C. A parental leave of absence shall be for a maximum period of one (1) year but, upon written application made at least forty-five (45) calendar days prior to the expiration of such leave, shall be extended to the commencement of the school year following the year in which such leave expires.
- D. An employee shall be entitled to take a parental leave beginning at any time after the commencement of pregnancy provided, however, except in cases of emergency, such employee shall make written application for such leave to the Director of Human Resources or designee, specifying the date such leave is requested to begin, at least forty-five (45) calendar days prior to the date on which employee's leave is requested to begin.

Unless the written notification of pregnancy provided for in part C (1) hereof has been given, such application shall contain the information required in part C (1) hereof.

- E. A pregnant employee may continue in active employment as late into employee's pregnancy as employee desires, provided employee is able to properly perform employee's required functions and duties. A physician's statement may be required from time to time if the ability of the employee to perform required functions and duties becomes questionable.
- F. A non-child bearing employee shall be entitled upon written request to a parental leave of absence for the purpose of child rearing to begin at any time between the birth of his child and one (1) year thereafter. Except in case of emergency, an employee desiring such leave shall make written application for such leave to the Director of Human Resources or designee at least forty-five (45) days prior to the date on which such leave is to begin.
- G. An employee adopting or fostering a child shall be entitled to a parental leave for the purpose of child rearing (including time necessary to obtain custody of the child) to commence at any time during one (1) year after receiving custody of the child. Except in an emergency or where the length of notification of receipt of custody does not permit, an employee desiring such leave shall make written application for such leave to the Director of Human Resources or designee at least forty-five (45) days prior to the date on which such leave is to begin.
- H. Prior to return to employment from a parental leave, the District may require the employee's personal physician to certify that the employee is both physically and mentally ready to resume the employee's regular duties. The District may request an additional physical examination at its expense by a physician of its own choosing.
- I. Employees who are granted a parental leave of absence shall, upon giving thirty (30) days advance written notice to the Director of Human Resources or designee of their request to return from leave; be assigned to the first available vacant position for which the person is qualified. If more than one (1) person has given written notice to the Director of Human Resources or designee to return; the person whose notice is received on the earliest date by the Office of Human Resources shall be assigned to such vacant positions; provided the person meets the qualifications for the vacancy. If the person declines the position offered, that person's name shall be removed from the reemployment list.
- J. Upon returning from a leave of absence, an employee must, as a precondition to reemployment, execute either an acceptance or rejection of insurance coverage.

#### **Section 10.04 Sick Leave**

- A. Sick leave allowances are available for all regularly appointed employees of the Rapid City Area Schools who work at least twenty (20) hours per week. Sick leave is provided to give a reasonable amount of protection for employees and the District so that employees will not feel compelled to attend to duties when it is unwise to do so.
- B. Employees who work at least twenty (20) hours per week will be allowed sick leave according to the following:

Hours Worked Per Day	Sick Leave Hours Accumulated Monthly	Maximum Accumulation
1.0 – 4.9	6	560
5.0 – 5.9	7	700
6.0 – 6.49	8	840
6.5 – 6.9	9	910
7.0 – 8.0	10	1120

- C. Sick leave may not be taken in increments of less than one-quarter (1/4) hours.
- D. An employee who willfully violates or misuses the sick leave policy or who misrepresents any statement of condition under said policy shall forfeit all accumulated sick leave and any further right under said policy until reinstated in good standing by the District. The principal or immediate supervisor may request a physician's statement concerning such absence.
- E. Any employee who has a reduction in hours prohibiting them from accruing further sick leave, shall be authorized to draw from their previously accumulated sick leave balance.

#### **Section 10.05 Personal Leave**

- A. The employee's supervisor may grant personal leave to employees, subject to the operational needs of the District.
  - 1. Employees are entitled to one (1) day for personal leave per fiscal year, prorated to the number of scheduled daily hours.
    - a. Personal leave may be taken one quarter (1/4) hour increments as approved by the employee's Manager or Supervisor.
    - b. Unused personal leave cannot be carried over from year to year.
    - c. Requests for personal leave shall be made to and approved by the employee's supervisor, with notice as practically feasible, subject to the operational needs and requirements of the Department and District. Denials are not grievable.
  - 2. Newly hired employees shall be allocated personal days prorated to the number of months left in the fiscal year.
  - 3. Employees may use up to one (1) day per year of accumulated sick days for personal leave.

## **Section 10.06            Sick Leave Bank**

- A. Sick leave allowance is available for all employees who work at least twenty (20) hours per week. Sick leave cannot be accrued while in sick leave bank.
- B. Each newly hired employee shall contribute one (1) day of sick leave to the bank unless the employee gives written notice of intent not to participate in the sick leave bank. Such written notice must be given within thirty (30) calendar days from the date of hire.
- C. Employees enrolled in the bank may donate one (1) additional day of sick leave to the bank if they so notify the District in writing prior to September 15.
- D. The sick leave bank is for the protection of individual participating employees during a long-term extended illness/injury or disability of the employee, spouse, parents, parents-in-law, children, or stepchildren of the employer other than for injuries which are compensable under the Worker's Compensation Law. Such illness or disability must cause an absence from regularly assigned duties for fifteen (15) duty days of absence due to such illness or disability, but not until the individual's accumulated sick leave days have been exhausted, at which time the participating employee may draw up to forty (40) days of sick leave from the bank. In the event additional sick leave days are needed, the employee may coordinate this need with RCEA who may collect additional days donated by members of the bargaining unit.
- E. Administration of the bank will be handled by the Office of Human Resources. All requests for use of the bank must be submitted in writing to the Director of Human Resources or designee and must be supported by a written statement from the employee's personal physician. The absence for which pool days are requested must be of such a nature that absence is unavoidable and absences from duties necessitated. Should loss of pay inadvertently occur through late notification, such loss shall be restored in the next pay period following approval of request for use of pool days.
- F. If the hours in the sick leave bank drop below two thousand (2,000) hours, each participant in the sick leave bank must contribute an additional one (1) day into the bank. The District will provide written notice of the need for such contribution.
- G. Persons withdrawing days from the bank are not required to replace these days except as a regular contributing member of the bank. A person resigning, retiring, withdrawing from membership in the bank or declining to make continued contributions as required shall not be able to withdraw previously contributed days.
- H. Days in the bank shall be withdrawn on a first-come, first-served basis, and if the total days in the bank are exhausted in any year, use of the bank is ended for that fiscal year. Unused days in the bank shall be carried over to the next succeeding fiscal year.
- I. Paid days of absence through withdrawal of days from the sick leave bank shall be based on the individual's hourly rate at the time the illness/injury or disability began.

- J. Upon request the Human Resource/Payroll Office shall report the status of the bank.
- K. Non-probationary employees, covered by this agreement having at least ninety (90) hours of accumulated sick leave, may voluntarily contribute a portion of their sick leave for another employee within this bargaining group who is terminally ill or on an extended illness by notifying the Association and the Office of Human Resources. The Association shall submit a written list to the District as to which employees wish to contribute and the number of days of contribution. Contribution of sick leave may be made in no less than full day increments. Any days contributed to a terminally ill employee or an employee on an extended illness, which remains unused, shall be returned to the sick leave bank. Terminally ill employees or employees on an extended illness may use contributed hours of sick leave; provided they have used all their own available sick leave and all available hours in the sick leave bank.

#### **Section 10.07      Emergency Leave**

- A. Each employee may be granted the privilege of using a maximum of ten (10) days sick leave (per immediate family member) to cover absences due to emergencies of illness, injury or death in the immediate family or two (2) days in case of a natural disaster (verifiable by official documentation). The immediate family shall include mother, father, children, spouse, brother, sister, father-in-law, mother-in-law, brother or sister-in-law, son-or daughter-in-law, grandmother, grandfather, grandchildren, grandfather-in-law, grandmother-in-law, stepson, stepdaughter, stepmother, stepfather, stepbrother, stepsister, parent and any other person who is a regular member of the employee's immediate household and/or who is dependent for support in whole or in part on such employee.
- B. Each employee shall also be granted the privilege of using two (2) days of sick leave per year to cover any absence in order to attend the funeral of someone close to the employee.
- C. An employee shall also be granted the privilege of using two (2) days of sick leave per year to cover any absence in order to attend a marriage in the immediate family.
- D. Upon written application to the Director of Human Resources or designee, an employee may be granted the privilege of using all or any part of such employee's remaining sick leave to cover an absence due to an emergency or illness, injury or death involving the spouse or children of the employee.
- E. Each employee may, upon the approval of the Superintendent, be granted the privilege of using a maximum of five (5) days of sick leave to cover absences due to required appearance in a court of law involving no moral turpitude on the part of the employee in a case in which the employee is a party.



- F. In the event the District cancels the work day and determines that the day will not be made-up because of inclement weather or other emergencies, or when an employee has been stranded out of town on a trip due to adverse weather, canceled public transportation or other similar circumstances beyond the reasonable control of the employee, an employee shall be granted the option of using up to two (2) days accumulated emergency leave per year. In the event of a late start or early release, paraeducators should work their regularly scheduled duty day so long as it is safe and practical for the paraeducator to arrive or stay at work.
- G. Each employee shall be granted the privilege of using a maximum of five (5) days of their accumulated sick leave to cover absences due to military service (deployments, returns from service, military graduations, etc.) for the employee's immediate family, a person who is dependent for support in whole or in-part on the employee, or a person who is considered to be family of the employee. Should additional leave support be needed, an employee may be granted the privilege of using all or any part of such employee's remaining sick leave for similar purposes upon written application to and approval of the Director of Human Resources or designee.

#### **Section 10.08      Short Leaves to Serve on Juries**

Employees 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 District for the time they are required to be in court, and all fees received (except mileage) for such court appearances or service shall be remitted to the District. When not engaged in actual jury service, or testifying as a witness, the employee is expected to report to work and perform the duties assigned.

#### **Section 10.09      Holidays**

All non-probationary employees covered by this Agreement shall be allowed the following paid holidays: Thanksgiving Day and the following day, Christmas Day and the following day, New Year's Day and the closest non-work day, and Friday of Spring Break.

Whenever any of the foregoing holidays fall on Saturday or Sunday an alternative workday shall be designated and observed as the holiday.

#### **Section 10.10      Salary Not Allowed**

**Standard SNA:** Contingent upon the operational needs of the District, employees, after the exhaustion of all other forms of appropriate leave and with the prior approval of their supervisor, may be granted up to six (6) days of Salary Not Allowed during the fiscal year. Standard SNA days will still have a cap of six (6) days to be taken in no less than quarterly increments (fifteen (15) minutes). The decision to grant or deny Salary Not Allowed shall not be subject to the grievance procedure. Additionally, at the discretion of Human Resources (in consultation with the employee's supervisor) an employee may be granted additional Salary Not Allowed days.

## ARTICLE XI. SEVERANCE PAY

- A. Upon retirement or death, employees will be paid for either one-half (1/2) of their accumulated unused days of sick leave or up to but not in excess of seventy (70) days of their actual accumulated, unused sick leave, whichever is greater. To be eligible, an employee must have reached the following minimum ages and been consecutively employed in the District in the bargaining unit covered by this agreement for the following minimum of years, to wit:

At the Age of	With Consecutive Years of Employment
65	7
64	8
63	9
62	10
61	11
60	12
59	13
58	14
57	15
56	16
55	17

- B. The amount of sick leave pay under this policy will be determined by the employee's basic salary at the time of retirement, death or termination of employment.
- C. Upon qualifying, the employee's severance payment, if at least six hundred dollars (\$600.00) or more, will be transmitted to the South Dakota Retirement System Special Pay Plan (IRS 401a plan). If the employee severance payment amount is less than six hundred dollars (\$600.00), 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.
- D. Upon retirement under Board policy, all school employees who have served a minimum of seven (7) years in Rapid City Area Schools will be issued a "Life Pass" to all Rapid City Area School activities. This will include the spouse.
- E. Insurance Coverage after Retirement: Any employee who is eligible to receive severance in accordance with Article XI of this agreement may continue their participation in the District's health and dental insurance plans until such employee is Medicare eligible. Such employee shall pay one hundred percent (100%) of the premium for their coverage. Upon the plan holder becoming Medicare eligible, dependents can retain coverage up to eighteen (18) months subject to plan eligibility rules and/or up to the dependent's own eligibility for Medicare. Should an employee choose to retire after becoming Medicare eligible, this clause does not apply.

## **ARTICLE XII. GRIEVANCE PROCEDURE**

### **Section 12.01 Definitions**

- A. A “grievance” shall mean a complaint by an employee or employees, employed by the District, that there has been a violation, misinterpretation, or inequitable application of any of the terms of this Agreement, except that the term “grievance” shall not apply to any matter as to which:
  - 1. The method of review is prescribed by law; or
  - 2. The Board of Education of the District is without authority to act.
- B. An “aggrieved person” is an employee or employees asserting a grievance.
- C. A “party in interest” is a person who might be required to take action or against whom action might be taken in order to resolve a grievance.

### **Section 12.02 Purpose**

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise from time to time. Proceedings under the procedure will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. The Association shall have the opportunity to be present at any level in the grievance procedure.

### **Section 12.03 Time for Presentment of Grievance**

No grievance shall be recognized unless it shall have been presented at the appropriate level within twenty-five (25) calendar days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered as waived, provided that a grievance filed under the first paragraph of Miscellaneous Provisions shall not be recognized at Level Two unless it is filed with the Superintendent’s office within at least thirty (30) days after the act or condition upon which it is based occurred.

### **Section 12.04 Procedure**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. However, the time limit specified may be extended by mutual agreement. If a grievance is filed which cannot be finally resolved under the time limits set forth herein prior to the end of the school year, and which if left unresolved until the beginning of the following school year could result in irreparable harm to an aggrieved person or a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be concluded prior to the end of the school year, or as soon thereafter as is practicable.

- A. Informal Level: Prior to the expiration of twenty-five (25) calendar days, the potential grievance must first be discussed with the employee’s principal or immediate supervisor with the objective of resolving the matter informally.

The employee must notify supervisor that this meeting is the Informal Level of a Grievance Proceeding either electronically or in writing. At this time the employee may discuss the potential grievance personally or may request that a representative of the Association accompany the employee and/or act on the employee's behalf.

- B. Level One: If the potential grievance is not resolved informally, it will be submitted to the supervisor in writing on the proper grievance form. In the absence of the supervisor, the grievance may be filed in the Office of Human Resources. If the grievance is resolved, the document will be returned to the employee. The supervisor shall hold the Level One meeting with the employee within ten (10) calendar days of the request. A decision will be rendered within ten (10) calendar days of the Level One meeting.
- C. Level Two: If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) calendar days after the presentation of the grievance, employee may file the grievance in writing with the Superintendent or his/her designee within ten (10) calendar days after the grievance decision has been rendered at Level One. The Superintendent, or designee or designees, will represent the administration at Level Two of the grievance procedure. Such person shall meet with the aggrieved person and parties in interest in an effort to resolve the grievance. Such meeting shall take place within ten (10) calendar days after the receipt of the written grievance by the Superintendent or designee, and within ten (10) calendar days after said meeting, a decision in writing shall be rendered to the aggrieved person.
- D. Level Three:
  - 1. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, the aggrieved person may within thirty (30) calendar days thereafter initiate an appeal to the Department of Labor, which shall conduct an investigation and hearing and shall issue an order covering the points raised, which order shall be binding on the aggrieved person and the District in accordance with the provisions of SDCL 3-18-15.2. The investigation and hearing conducted by said Department shall be conducted in accordance with the rules and regulations of said Department.
  - 2. It is specifically and expressly understood and agreed that an appeal to the Department of Labor constitutes an election of remedies and a specific waiver of any and all rights by the appealing party or parties and their representative(s) to litigate or otherwise contest the appealed subject matter in any court under any law, except in the form of an appeal from the decision of the Department of Labor as provided in SDCL 1-26. This grievance procedure shall be exclusive and sole remedy provided to the employees and the District shall have no duty to provide any other form of due process or hearing.

## **Section 12.05            Discrimination and Representation**

- A.     The District shall not discriminate against any employee, any party in interest, or any other participant in the grievance procedure by reason of such participation.
- B.     Any aggrieved person or party in interest may be represented at any level of the grievance procedure by himself/herself, or designee. Prior to the time of any grievance meeting, the Employee shall advise the District as to the name of the employee's representative, if any.

## **Section 12.06            Miscellaneous Provisions**

- A.     If a grievance affects a group of employees from more than one (1) building, such grievance may be submitted in writing directly to the Superintendent's office, and the processing of such grievance may be commenced at Level Two.
- B.     The District shall make available to the aggrieved person all pertinent information, not privileged under law, in its possession or control which is relevant to the issues raised by the grievance.
- C.     When it is necessary for an aggrieved person or a representative of the Association to attend a meeting or a hearing called during the school day, such person or persons shall make advance arrangements with the supervisor of such person's building, and they shall be released without loss of pay for such time.
- D.     Employees who voluntarily terminate their employment will have their grievances immediately withdrawn and will not benefit by any later settlement of an individual or group grievance.
- E.     Failure by an employee to comply with any time limitation under this Agreement constitutes a withdrawal of the grievance.
- F.     The term "days" shall refer to calendar days, provided, however, that where a time period provided in this Article expires during a vacation period occurring during the school year, the time limit shall be extended to and shall include the next regularly scheduled working day.

## **ARTICLE XIII.        PROBATIONARY**

### **Section 13.01           Probationary Employees**

A newly hired employee or a former employee who is rehired shall be a probationary employee for the first six (6) months of employment, and such employee shall accrue no seniority. Probationary employees may use accrued leave during their probationary period. Upon giving written notice to the employee and the Association, the District shall have in its sole discretion the ability to extend the probationary period for an additional six (6) month period if such notice is given prior to the completion of the original probationary period. The District shall have the right to discharge a probationary employee during the probationary period, and such employee shall not have recourse to the grievance procedure herein.

## **Section 13.02 Employee Relationship**

The employment relationship shall terminate when an employee:

- A. Resigns;
- B. Retires;
- C. Is discharged;
- D. Is absent from work without notifying the District, unless the employee presents evidence to the satisfaction of the District that it was impossible to give such notification.
- E. Fails to report at the end of a leave of absence.
- F. Fails to report for work after a layoff within seven (7) days after being notified to return.
- G. Is laid off or is absent because of illness or injury for a continuous period of one (1) year, unless such time is extended in writing by the District.

## **ARTICLE XIV. NO STRIKE NO LOCKOUT**

The District and the Association agree that the grievance procedure provided for in this Agreement is adequate to provide a fair and final determination of all grievances and disputes arising under the terms of this Agreement. During the term of this Agreement the parties agree that there shall be no strikes, stoppages, slowdowns, picketing or other interference with the operation of the District, nor shall there be any abstinence in whole or in part from the full, faithful and proper performance of the duties of employment by concerted actions with others (all of which are hereinafter referred to as strikes).

No officer or representative of the Association shall authorize, instigate, aid or condone any strike, and no employee shall participate in any strike. The Association shall be liable in cases, but only in those cases, where the Association calls for, sanctions, ignores or disregards any strikes or related activity or fails to take prompt corrective action to terminate or discontinue any strike or related activity.

The District agrees that during the term of this Agreement there shall be no lockouts.

The parties further agree that the District shall be under no obligation to bargain with the Association concerning employees who are on strike concerning the subject of any strike so long as the strike continues. The District may discipline or discharge any employee who engages in a strike, and such action shall not be subject to the grievance procedure upon any ground other than the issue as to whether or not the employee took part in the strike.

## **ARTICLE XV. INSURANCE**

The District shall provide to eligible employees a group insurance program consisting of health, dental and life insurance. The terms, conditions and benefits of such insurance is as provided in the policy of insurance issued.

An advisory insurance committee shall exist. The classified employees will designate their representatives to said committee.

The parties agree that the District shall pay premium flat rate (as defined in Schedule A) for single employees. The family coverage shall be split between the District and the employee (as defined in Schedule A); provided, that to be eligible for coverage the employee must be:

1. Employed for at least twenty (20) hours per week during the school term; and
2. Qualified for inclusion in the South Dakota Retirement System.

When spouses are both employees of the District and are therefore eligible for the group insurance program, they may elect to obtain coverage in whichever plan they select, but each required to pay the premium for single employee coverage.

Classified employees will be compensated up to one hundred dollars (\$100.00) 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 one-thousand-dollar (\$1,000.00) pool administered by the Business Office.

Upon returning from a leave of absence, an employee must, as a precondition to re-employment, execute either an acceptance or rejection of insurance coverage.

#### **ARTICLE XVI. MEDICAL EXAMINATION**

- A. If at any time there is reasonable cause to believe that an employee is suffering from an illness detrimental to the health of others or to himself/herself, the District may require a certification of health, detailing that the employee is able to perform or return to the work assigned. The examination will be completed by a physician designated by the District, at the expense of the District.
- B. In the event the District requires that the employee leave employment during the pendency of the examination, the employee will be placed on paid administrative leave, provided that the employee makes its best efforts to immediately obtain the examination. If the examination results provide that the employee is able to perform or return to the work assigned, the employee will be permitted to immediately return to work.
- C. In the event the examination results detail that the employee is unable to return to work, the employee will be required to use employee's leave until the employee obtains a certification detailing the employee's ability to perform or return to the work assigned. If the employee requires any necessary, ongoing care, the cost of such further treatment will be borne by the employee.
- D. This language should not be construed to limit the District's ability to require an employee to obtain certain assistance while continuing employment with the District, such as those actions outlined in a conference review or plan of assistance.

#### **ARTICLE XVII. DUES AND PAYROLL DEDUCTIONS**

For the duration of this agreement, procedures for dues deductions will be consistent with the language of the certified agreement.

The Association agrees to indemnify and hold the District harmless from any and all claims, suits, orders or judgments (including reasonable attorney's fees) made, brought or issued against the District as a result of any action taken or not taken by the District under the provisions of this Article.

#### **ARTICLE XVIII. SAVINGS CLAUSE**

Should any part or provision of this Agreement be rendered or declared invalid by reason of existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation of such part or provision of this Agreement will not invalidate the remaining portions thereof, and, upon such invalidation, the parties hereto agree to meet as soon as reasonably possible to renegotiate such invalid part or provision or to otherwise arrange to bring the invalid provision into compliance with law.

#### **ARTICLE XIX. MISCELLANEOUS PROVISIONS**

- A. After the execution of this Agreement, the District shall post an electronic copy on the District's website and forward a copy to the Association in Portable Document Format (pdf).
- B. The Association shall appoint a paraeducator representative to the Professional Labor Management Committee, as described in the Teacher Negotiated Agreement.



## ARTICLE XX. EFFECTIVE DATE AND DURATION OF AGREEMENT

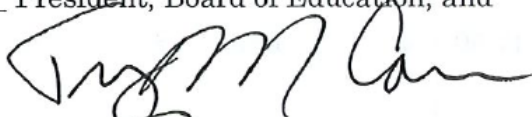
This agreement shall be effective as of July 1, 2024 through June 30, 2025.

- A. Written notice of a party's desire to amend this Agreement for the 2025 – 2026 fiscal year must be made to the other party no sooner than February 15, 2025, and no later than March 1, 2025. In the event such notice is given, the party giving the notice shall submit its issue list to the other party within fifteen (15) calendar days and the other party shall submit its issue list, if any, within fifteen (15) calendar days thereafter. The parties agree that either side may request that the Agreement be reopened for purposes of negotiating wages and insurance, and other issues as requested in an issue list provided to the other party.
- B. Written notice of a party's desire to amend this Agreement for the 2026 – 2027 fiscal year must be made to the other party no sooner than February 15, 2026, and no later than March 1, 2026. In the event such notice is given, the party giving the notice shall submit its issue list to the other party within fifteen (15) calendar days and the other party shall submit its issue list, if any, within fifteen (15) calendar days thereafter. The parties agree that either side may request that the Agreement be reopened for purposes of negotiating wages and insurance, and each party may designate one (1) additional issue for negotiations.
- C. It is the intent of the parties to complete negotiations prior to the end of the school year.
- D. Negotiations shall be governed by the provisions of SDCL Chapter 3-18.

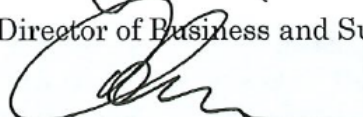
Dated at Rapid City, South Dakota, this 18<sup>th</sup> day of June, 2024.

RAPID CITY AREA SCHOOL DISTRICT NO. 51-4

BY\_ President, Board of Education; and



BY\_ Director of Business and Support Services



RAPID CITY EDUCATION ASSOCIATION

BY\_ President; and

*Imposed*

BY\_ Paraeducator/Executive Board Representative

*Imposed*

**APPENDIX A**  
**NEW HIRE PLACEMENT GRID**

At the time of hire, employees will be placed on the Placement Grid based on their years of relevant experience, as provided below:

<b>Lane PPRN1</b>	<b>Step 1 (0 Years of Experience)</b>	<b>Step 2 (1-3 Years of Experience)</b>	<b>Step 3 (4+ Years of Experience)</b>
Early Childhood/Pre-School SPED Elementary Education English Language (ELL) Family & Student Support High School GED Science Lab Workforce Development	\$ 16.00	\$ 16.80	\$ 17.64
<b>Lane PPRN2</b>	<b>Step 1 (0 Years of Experience)</b>	<b>Step 2 (1-3 Years of Experience)</b>	<b>Step 3 (4+ Years of Experience)</b>
Cultural Mentor High School Education In-School Suspension (ISS) Learning Center (SPED) Middle School Education	\$ 16.50	\$ 17.33	\$ 18.19
<b>Lane PPRN3</b>	<b>Step 1 (0 Years of Experience)</b>	<b>Step 2 (1-3 Years of Experience)</b>	<b>Step 3 (4+ Years of Experience)</b>
Behavioral Skills (SPED) Life Skills (SPED) McKinney-Vento Structured Academics (SPED) Lead In-School Suspension (ISS)	\$ 17.50	\$ 18.38	\$ 19.29
<b>Lane EDINT</b>	<b>Step 1 (0 Years of Experience)</b>	<b>Step 2 (1-3 Years of Experience)</b>	<b>Step 3 (4+ Years of Experience)</b>
Educational Interpreter SLPa	\$ 28.50	\$ 29.93	\$ 31.42

No new employee will be placed at a higher rate of pay than an existing employee with the same relevant experience. No existing employee is entitled to an increase in any given year. Wage increases are dependent upon available funding, and the negotiations process between RCEA and RCAS.

**APPENDIX B  
GRIEVANCE FORM**

**Rapid City Area Schools – Grievance Form**

\_\_\_\_\_  
Name of Grievant

\_\_\_\_\_  
Position/Building

\_\_\_\_\_  
Date(s) of Occurrence(s)

\_\_\_\_\_  
Date Filed

Statement of Grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provision of Policies Involved

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Requested Remedy:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has the grievance been processed at the Informal Level? ☐ Yes ☐ No

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Grievant

Level I ( \_\_\_\_\_ received at Level I \_\_\_\_\_ )

Date

Initials

Administrator's Disposition of: (i.e. denied, agreed, resolution)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Administrator/Supervisor

\_\_\_\_\_  
Date

To be completed by grievant:

\_\_\_\_\_  
☐ I agree to the proposed settlement ☐ I do not agree to the proposed settlement

\_\_\_\_\_  
Grievant

\_\_\_\_\_  
Date

Level II ( \_\_\_\_\_received at Level II\_\_\_\_\_ )  
Date Initials

Administrator's Disposition of: (i.e. denied, agreed, resolution)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Administrator/Supervisor

\_\_\_\_\_  
Date

To be completed by grievant:

\_\_\_\_\_  
☐ I agree to the proposed settlement ☐ I do not agree to the proposed settlement

\_\_\_\_\_  
Grievant

\_\_\_\_\_  
Date

**SCHEDULE A-1**  
**GROUP INSURANCE PLAN AMENDMENT**

The Rapid City Area School District Group Insurance period is September through August.

The following group insurance rates represent insurance rates for July 1, 2024 through August 31, 2024.

**July 1, 2024 – August 31, 2024 Rates**

	<b>Monthly Cost - Medical</b>		<b>Monthly Cost - Dental</b>	
	<b>12-month employee</b>	<b>9-month employee</b>	<b>12-month employee</b>	<b>9-month employee</b>
<b>Employee Only</b>				
District pays	\$617.05	\$822.73	\$44.57	\$59.43
<b>Employee pays</b>	<b>\$115.99</b>	<b>\$154.66</b>	<b>\$3.85</b>	<b>\$5.13</b>
Total	\$733.04	\$977.39	\$48.42	\$64.56
<b>Employee + 1</b>				
District pays	\$933.65	\$1,244.87	\$67.27	\$89.69
<b>Employee pays</b>	<b>\$532.43</b>	<b>\$709.90</b>	<b>\$29.40</b>	<b>\$39.20</b>
Total	\$1,466.08	\$1,954.77	\$96.67	\$128.89
<b>Family</b>				
District pays	\$1,400.48	\$1,867.31	\$99.01	\$132.02
<b>Employee pays</b>	<b>\$798.64</b>	<b>\$1,064.85</b>	<b>\$42.23</b>	<b>\$57.64</b>
Total	\$2,199.12	\$2,932.16	\$142.24	\$189.66

12-month and 9-month employees pay the same premium cost for benefits annually.

Both groups of employees are also covered for the full year. However, the number of months the employee works affects how much the premium is per month, as the cost is divided across more/fewer payrolls.