PROFESSIONAL NEGOTIATIONS AGREEMENT

BETWEEN

SPEARFISH SCHOOL DISTRICT 40-2

AND

SPEARFISH CLASSIFIED EDUCATION ASSOCIATION

2026 – 2027 SCHOOL YEAR

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WHEREAS, the Spearfish School District 40-2, Spearfish, Lawrence County, South Dakota, ("School District") and the Spearfish Classified Education Association ("Association"), are desirous of reaching an understanding with respect to the employer-employee relationship which exists between the School 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 material conditions of employment, and

WHEREAS, the parties recognize that all of the provisions of this Agreement must meet the requirement and procedures required by law and the provisions of the statues of the State of South Dakota.

NOW, THEREFORE, it is agreed:

ARTICLE I
PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Spearfish School District 40-2, Spearfish, South Dakota, hereinafter referred to as the District or School District, and the Spearfish Classified Education Association, hereinafter referred to as the Association, pursuant to and in compliance with the SDCL 3-18 to provide the conditions of employment for the classified employees of the District.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with SDCL 3-18, the School District recognizes the Association as the exclusive representative for classified employees employed by the School District.

Section 2. Appropriate Unit: The Association shall represent all such employees of the District described in Article III, Section 2 below and shall have those rights and duties as prescribed by SDCL 3-18 and as described in the provisions of this Agreement.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment: The term "conditions of employment" shall mean a matter which has a significant or material relationship to rates of pay, wages, hours of employment, other working conditions of the employees.

Section 2. Description of Employees Covered: For purposes of this Agreement, the terms "employee" or "classified employees" shall mean employees employed by the School District in positions other than administrative and certified teaching positions. Such term shall include educational support personnel "ESP", secretaries, custodians and kitchen staff. Such term shall exclude confidential employee(s) as designated by the Superintendent. Employees working less than 20 hours per week and temporary or seasonal employees as hereinafter defined.

Section 3. School District and School Board Defined: For purposes of administering this Agreement, the terms "District" or "School District" shall mean the Spearfish School District 40-2. The terms "Board" or "School Board" shall mean the Spearfish Board of Education or its designated representative.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by SDCL 3-18, 13-8 and 13-10.

Section 5. Temporary or Seasonal Employees: Employees working less than a total of 68 days in a calendar year.

Section 6. Days: The term "days" when used in this agreement, except where otherwise indicated, shall mean working days.

ARTICLE IV
SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The Association recognizes that the School 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 School District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. In recognizing the Association as the exclusive representative as herein provided, the School Board retains and reserves unto itself without limitation, all powers, rights, authority, duties, and responsibilities imposed 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 for in SDCL 3-18, 13-8 and 13-10.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the School Board, 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 expression of limitations relating to the unit as are contained in this Agreement and then only to the extent such express limitations are in conformance with the constitution and the laws of the State of South Dakota and the constitution and the laws of the United States.

Section 2. Management Responsibilities: The Association recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The Association recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of South Dakota, and by School Board rules, regulations, directive and orders, issued by properly designated officials of the School District. The Association also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations,

directives and orders are not inconsistent with the terms of this Agreement. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V
EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Association, and so long as the same respects the District's interest, as a public employer, to achieve its goals as effectively and efficiently as possible.

Section 2. Right to Join: Pursuant to SDCL 3-18, employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an Association for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 3. Rules and Regulations: All policies, regulations, and rules of the District will be accessible on the District website and readily available to the employees. Copies of building policies, regulations and rules shall be available on the District website and updated periodically. Changes in existing policies, regulations and rules shall be made available to the Association preceding implementation.

Section 4. Employee Notification of Assignments: An employee shall be given written notice of his/her assignments for the forthcoming year no later than August 1 preceding the first day of the new school term. The District may change assignments during the school year as it shall deem necessary. In the event changes of assignments are deemed necessary by the District, the employee affected shall be notified in writing. Within ten (10) days of the written notice, the employee may request a meeting to discuss the change in assignment.

Section 5. Employee Reclassification: If a certified position is unfilled (vacant or newly created), a classified employee who is certified and qualified will be allowed to apply for the open position.

Section 6. Employee Safety: The District shall endeavor to provide a safe work environment for its employees.

ARTICLE VI
ASSOCIATION RIGHTS

Section 1. Association Announcements: Announcement of the Association business which has no impact on the student body may be placed on bulletin boards located in the teacher workroom.

Section 2. Association Leave: Up to five (5) days of leave will be provided to the Association to send representatives to local, state, or national conferences or to attend to other Association business provided the Association refunds to the District the cost of the substitute employee(s), if any. A request for leave pursuant to this section shall be subject to approval by the Superintendent in advance of such leave being taken.

Section 3. Business By Association Representative On School Property: Representatives of the Association shall be permitted to transact Association business on school property provided that they make their presence known to the building principal upon entering the building and provided such activities do not occur during working hours.

Section 4. Association Meeting Days: By June 1st, the Association shall serve the Superintendent written notice as to the day during each month which the Association may schedule Association meetings for the forthcoming school year. Upon receipt of such written notice, the Superintendent shall make a reasonable effort to accommodate this request.

ARTICLE VII
SUSPENSION-TERMINATION

Section 1. Employment at Will: The employment relationship between the School District and any employee covered by this Agreement is intended and shall be construed as "employment at will" pursuant to SDCL 60-4-4. Any employee covered by the terms of this Agreement shall be considered an "employee at will". Any employee covered by the terms of this agreement shall be employed at the will and discretion of the School Board.

Section 2. Suspension:

A. An employee may be suspended up to ten (10) working days without pay by the Superintendent, or, if the employee requests a meeting with the School Board under Part C below, suspension without pay may extend until the next regularly scheduled School Board meeting date, whichever suspension period is longer, Such suspension shall take effect immediately or begin the next working day as determined by the Superintendent. By the end of the next working day, the Superintendent shall provide the employee with reasons in writing for the suspension and notify the employee of their right to request a meeting with the Superintendent.

B. A suspended employee may request a meeting with the Superintendent to discuss the reasons for the suspension. The suspended employee's supervisor shall attend the meeting if so requested by either the suspended employee or the Superintendent. A request for a meeting shall be in writing and filed with the Superintendent within three (3) working days following such suspension. The Superintendent may, at that time and in his discretion,

reverse, shorten or continue the suspension. The suspended employee shall be advised in writing within two (2) working days of the Superintendent's decision and the right to request a meeting with the School Board.

C. Following the meeting with the Superintendent, if the employee is not satisfied with the Superintendent's decision, the employee may request a meeting with the School Board at its next regularly scheduled meeting date to discuss the length of suspension and/or the reasons for suspension. A request for a meeting with the School Board shall be filed with the Superintendent within three (3) working days after receipt of the Superintendent's decision.

D. At the meeting with the School Board, the employee shall be given the opportunity to discuss in executive session the reasons for the suspension and/or the length of the suspension. Thereafter, the School Board may, in it sole and absolute discretion, reverse, shorten or uphold the suspension. The sufficiency of the reasons or the length of the suspension shall not be subject to review beyond the meeting with the School Board.

E. In the event any period of suspension is shortened or reversed by the Superintendent or the School Board pursuant to this section, an employee shall receive their regular pay for any such shortened or reversed suspension days actually served.

Section 3. Termination: An employee may, in the discretion of the School Board, be terminated at any time and without cause. No period of suspension shall be required as a condition precedent to termination; however, an employee terminated without a preceding period of suspension shall be given, at the time of termination, a written statement setting forth the reason(s) for such termination. A terminated employee may request a meeting with the School Board on the next regularly scheduled School Board meeting date to discuss the reason(s) for termination by delivering a request for such meeting to the Superintendent within three (3) working days of receiving notice of the termination. Any notice of termination shall be in writing and inform the employee of the right to request a meeting with the School Board as provided herein. Neither the sufficiency of the reason(s) given, nor the decision to terminate shall be subject to review beyond the School Board.

Section 4. Intention: Any requirement herein regarding the filing of reason(s) for suspension or termination and meeting between an employee and the Superintendent or the School Board are intended solely to provide such employee with an opportunity to be advised of the reason(s) for suspension or termination. This Article shall not be construed to abrogate or alter the employment at will doctrine set forth in SDCL 60-4-4. Employment shall remain at the will of the School Board and nothing in this Agreement shall be construed as creating a "for cause" or "just cause" suspension or termination policy. Any prior writing, policy, or statement to the contrary, whether set forth herein or based on past practice, is hereby expressly revoked and rescinded.

Section 5. Association Representation: Any employee subject to suspension or termination pursuant to this Article shall be entitled to be represented by the Association in any meeting conducted by the Superintendent or School Board. At the time of being informed of the time for a meeting with the Superintendent or the School Board, the employee shall be informed of their right to be represented at such meeting by the Association.

ARTICLE VIII
RATES OF PAY

Section 1. Rates of Pay:

A. The wages and salaries reflected in Schedule A, attached hereto, shall be the starting wage for each identified job classification beginning July 1, 2026 to June 30, 2027. Each employee employed under the 2025-2026 Agreement will receive a .32 increase per hour salary increase added to his or her contract rate under the 2026-2027 Agreement beginning July 1, 2026 to June 30, 2027. If a returning classified staff member's 2026-27 wage is below the 2026-27 step on the initial placement schedule the returning staff member will move to the new-hire step. In addition, employees with credits and/or hours documented from a university, workshop, conference, seminar or professional development and hours approved by the Superintendent will be added to the employee's wage rate. 15 hours or 1 college credit = .10 increase with a maximum of 45 hours = .30 increase per school year. Hours above/beyond the 45 hours will be banked for future years. Career enhancement hour forms and proof/evidence class was taken/completed are due to the business office by June 15 to be effective with the following school year pay increase. Career enhancement hour forms are available on the district website.

B. During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is entered into.

C. An individual employee's salary advancement is subject to the right of the School District to withhold salary increases for good and sufficient grounds. The District further retains the right to determine initial placement of the employee on the salary schedule and to establish and adjust the "0" step salary.

D. New hire experienced employees must furnish official written evidence of experience, completion of course work, and any transcripts to the business office no later than the last working day of their first full month of employment. The newly hired employee is responsible to confirm the accuracy of his or her initial placement on the salary schedule. After the last working day of the employee's first full month of employment, initial placement on the salary schedule cannot be changed because of experience, education or credits that were not disclosed to the district before that date.

E. The rule stated in D above also applies to current employees of the District who did not object to initial placement on the salary schedule, and placement on the salary schedule of current employees will not be changed after the last working day of their first full month of employment. This section E is effective on and after January 1, 2006, without prejudice to either the District or the Association.

F. The District is authorized to pay classified staff who, as part of their assignments, are required or requested by the District to travel between the buildings and who use their personal vehicle shall be compensated a flat rate of $100.00 per school year.

Section 2. Activity Tickets. All staff members are encouraged to volunteer their time to assist in conducting extracurricular activities. Each staff member will receive one individual picture adult activity ticket, and can obtain an additional individual picture adult activity ticket or picture student activity ticket to be issued to a specified adult or student by working one middle school or high school activity during that same school year. Any employee electing to volunteer to work at one or more activities under this section is and shall be deemed to be a "volunteer," and that the Fair Labor Standards Act does not apply to such volunteer work. The value of the activity ticket(s) is a reasonable benefit for the voluntary services provided, and is not "compensation." No employee subject to this Agreement is required to volunteer his or her services, and may freely elect whether or not to volunteer for one or more activities.

ARTICLE IX
PERFORMANCE EVALUATION-PERSONNEL FILE

Section 1. Performance Evaluation: (Refer to Board Policy 4510). Employee input will be allowed on any changes made in the evaluation instrument. Any change in the evaluation instrument during the year will not be effective until the start of the following fiscal year. Under Board Policy 4510, there is no probationary period and employees are provided one performance evaluation per year except in cases of veteran employees who may be provided a performance evaluation every other year as determined by the immediate supervisor. However, nothing in Board Policy 4510 or this provision constitutes any waiver or limitation of ARTICLE VII, SUSPENSION-TERMINATION, Section 1, Employment at Will.

Section 2. Placement of Materials in Files: Only one official file shall be maintained. No evaluative materials shall be placed in the file unless the employee has had an opportunity to read such material. The employee shall acknowledge that he/she has read any materials evaluative in nature by affixing his/her signature on the copy to be filed.

Section 3. Right to Respond: The employee shall have the right to respond within thirty (30) days and his/her response shall be attached to the file. The immediate supervisor will sign the response acknowledging that he/she read the material.

Section 4. Right to Examine File: An employee shall have the right to examine his/her personnel file by the end of the working day following the request and to have a representative of the Association accompany him/her in such review. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

Section 5. Right to Reproduce File: Upon request one (1) copy of any materials in an employee's personnel file may be reproduced at the employee's expense. The original file shall not be removed from the office.

ARTICLE X
GROUP INSURANCE

Section 1. Health and Dental Insurance Program: The Spearfish School District participates in an employee group dental and health insurance plan. As a participant in this plan, the district will pay toward the optional single dental, optional single or family health. All eligible District employees that are recognized and covered by this agreement may participate in the District's group health insurance. The School District shall contribute, on a pro rata

basis based upon hours worked per day a monthly amount of $560.00 toward medical or single dental insurance (if dental insurance is selected) administered as follows:

i) returning employee changes shall be made effective July 1 of the next fiscal year.
ii) new employees shall enroll at the start of employment.
iii) any employee who works more than 20 hours per week but less than 40 hours per week shall be entitled to elect not to take single dental insurance.
v) any additional cost of the premium shall be borne by the employee and paid by payroll deduction.
vi) if an employee hired before August 13, 2002 changes from the SOFBP program to the District group health insurance plan, that employee may not change back to the SOFBP program.

Section 2. Spearfish Optional Fringe Benefit Program (SOFBP) if Hired Before 8/13/02: For employees hired before August 13, 2002, in lieu of participating in the School Districts group health insurance program, an employee subject to this Agreement may elect to participate in the SOFBP. The SOFBP shall be administered as follows:

i) The SOFBP is a cash payment option paid to the employee in lieu of health insurance.
ii) The SOFBP cash payment shall be the following amounts for the following time periods: July 1, 2023 to June 30, 2024, $125.00 per month from which will be deducted any increase in dental insurance premiums payable by the employee (currently $33.55 per month, but which may change during the term of this Agreement). Part-time employees participating in the SOFBP will receive a pro-rata payment according to hours worked.

Section 3. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District. The Association may select a member to serve on the committee.

Section 4. Claims Against the School District: It is understood that the School District's only obligation is to choose an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contribution: An employee is eligible for the School District contribution as provided in this Article as long as the employee is employed by the School District or during such period of time that the employee is on paid leave or leave pursuant to the Family Medical Leave Act set forth below. Upon termination of employment or leave pursuant to the Family Medical Leave Act, all School District contributions shall cease. Employees shall be entitled to continue group insurance coverage pursuant to COBRA, provided all premiums for such insurance shall be the responsibility of the employee.

Section 6. Eligibility: Full benefits provided in this Article are intended for full-time personnel employed on a 40 hour per week and on a 12 month per year basis. Part-time employees who are employed at least 20 hours per week shall be eligible for partial benefits in proportion to the number of hours worked and days employed. Part-time employees employed less than 20 hours per week or who hold positions of a temporary or seasonal

character for a period not in excess of 67 days in any calendar year and emergency employees shall not be eligible for any benefits pursuant to this Article. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

Section 7. Flu Shot: The District will pay for one (1) flu shot for each full- and part-time classified employee. The flu shot must be administered by the District nurse or another medical entity specified by the District.

Section 8. School District Insurance Committee.

1. Purpose and Membership: A health insurance committee shall exist, representative of employees and others covered by the District's insurance program. The primary duty of the Insurance Committee will be to recommend to the Superintendent/School Board and employees the best coverage option available based on the research and advice of a health insurance consultant and input from employees. The Committee will consist of three teachers selected by the SEA, one classified staff member selected by the SCEA, and one administrator selected by the administrative team. These members of the Committee are the voting members concerning the insurance program. Insurance Committee members are volunteers representing their group unit and their terms are determined by their employee group/unit.

2. Other Functions: The Insurance Committee will serve as advisors to the Spearfish School District Medical Reimbursement Plan (MRP) Fund.

3. Sub-Committees: Additional sub-committees may be formed at the discretion of the Insurance Committee (Wellness Committee, etc.). The members of these committees are not voting members of the Insurance Committee.

4. Advisory: The Insurance Committee is an advisory committee only.

Section 9. Reopener Due to Federal Health Care Legislation: The District and Association agree this Agreement may be reopened for negotiations relative to health insurance benefits if the District deems such action necessary as the result of the federal health care legislation (The Patient Protection and Affordable Care Act (PPACA), commonly called Obamacare or the Affordable Care Act), portions of which are scheduled to go into effect during this contract term.

ARTICLE XI
LEAVES OF ABSENCE

Section 1A. Sick Leave:

A. An employee shall earn sick leave at the rate of one-half (1/2) day for each month employed by the School District. During an employee's first year of employment, annual sick leave shall accrue monthly on a proportionate basis to the employee's work year. Following an employee's first year annual sick leave shall be credited to the employee at the beginning of the year.

B. An employee using sick leave shall notify their immediate supervisor at least one hour before their normal starting time for each day they will be absent from work.

C. Unused sick leave days may accumulate without limit. An employee shall not be entitled to compensation for unused current year sick leave or accumulated leave upon termination of employment initiated by the District. Accumulated sick leave is combined with accumulated general leave and called "accumulated leave."

D. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented attendance at school and performance of duties on that day or days.

E. The School District may require an employee to furnish a medical certificate from a qualified physician, indicating an absence was due to illness in order to qualify for sick leave pay. If the School District requires an employee to furnish a medical certificate the District will either pay a reasonable additional charge, if any, for certification from the employee's physician or will pay for a separate visit to a physician chosen by the District for certification purposes.

F. Sick leave allowed shall first be deducted from current year sick leave days, then from the accumulated leave days earned by the employee and approved by the superintendent or designee.

G. The Board shall grant up to 30 continuous paid (if available) days maternity/paternity leave upon request following the birth or adoption of an infant. Such leave days shall be deducted first from the employee's current year sick leave days, then accumulated leave, then current general leave days, then the sick leave bank (see below) when insufficient accumulated leave balance is available.

H. Sick leave (first current sick leave, then accumulated leave, then general leave) may also be used as bereavement leave for a death in the employee's immediate family. The immediate family shall include spouse, children, step children, foster children, parents of employee or spouse, brother or sister of employee or spouse, grandparents and grandchildren of employee or spouse. It shall also include any other person who is a regular member of the employee's immediate household and who is dependent for financial support in whole or in part on such employee, or in other situations approved by the Superintendent or designee on a case-by-case basis. Employees are encouraged to inquire at the business office whether bereavement leave is available for family members not listed above.

Section 1B. General Leave:

A. Each classified employee will be credited with days of general leave on a monthly basis pro-rated from the following totals: 9 month employees – 7 days; 10 month employees – 7 days; 11 month employees – 7 days; 12 month employees – 7 days. New employees hired after the beginning of the contract year shall be granted general leave on a pro-rata basis for that fiscal year. General leave can be taken as long as no more than fifteen percent (15%) of the non-certified staff, rounded to the next whole person in any one building, is gone for general leave unless used for approved maternity/paternity leave.

B. Unused general leave days may accumulate without limit, to be used only for absences due to emergencies, illness or injury in the immediate family, or in other situations approved by the Superintendent or designee on a case-by-case basis. The immediate family shall include spouse, children, step children, foster children, parents of employee or spouse, brother or sister of employee or spouse, grandparents and grandchildren of employee or spouse. It shall also include any other person who is a regular member of the employee's immediate household and who is dependent for financial support in whole or in part on such employee. An employee shall not be entitled to compensation for unused current year general leave or accumulated leave upon termination of employment initiated by the District. Accumulated general leave is combined with accumulated sick leave and called "accumulated leave."

C. No general leave will be granted on the first five days of school with students and the last five days of school with students, on in-service days (except in emergency situations), but in all these cases the Superintendent or his designee may approve leave for an emergency, or as approved general leave after notice on a case-by-case basis.

Section 1C. Compensation for Accumulated Leave:

Upon completion of the 2018-19 school year, the maximum number of accumulated days shall be fifty (50). All returning employees with an excess of 50 accumulated days will be compensated in July of 2019 for those days in excess of 50 at the rate the days were earned. The 50 days shall be first deducted from the fifteen (15) dollars per day pool.

Starting with the 2019-20 school year, employees will be compensated at $100 per unused personal or sick day in excess of the maximum of fifty (50) accumulated days. Compensation will be paid out prior to the end of that fiscal year. Upon retirement or a resignation from the district, there will be no compensation for the remaining fifty (50) accumulated days.

Employees hired prior to the 2019-20 school year may opt-out of the new accumulated leave compensation plan. They must notify the business office by June 1, 2019 of their intent to opt-out and remain with the compensation for accumulated leave as follows: compensation of fifteen (15) dollars per day for all accumulated leave that was accumulated before the 2015-16 Agreement will be paid to all employees leaving the system. Compensation of twenty-five (25) dollars per day for all accumulated leave that is accumulated during and after the 2015-16 Agreement will be paid to all employees leaving the system. If all opt-out leave is used in full before the next school year, the employee/teacher will no longer have the option to participate in the opt-out leave. All future unused personal or sick days will move to accumulated days and follow the new accumulated leave compensation plan. The employee must have worked in the system a minimum of six (6) years. Leave that is accumulated but is taken by an employee before leaving the system will be deducted from the most recent leave days accumulated.

Section 2. Sick Leave Bank:

A. Each participating employee shall contribute one (1) day of sick leave per year up to a maximum of six (6) days. If an employee has drawn any days from the bank, they must replace the days they contributed and used at the rate of one (1) day per year. If a new

employee elects to not participate in the sick bank, upon notification from human resources the superintendent shall meet with the employee to further explain the benefit of participation in the sick leave bank. If upon completion of the conversation with the superintendent the employee changes his/her mind, they may change their selection to participate in the sick leave bank.

B. Leaves for illness shall be used in the following order: current year sick leave, then accumulated leave, then current year general leave. Provided such employee has used all of his/her current and accumulated sick leave and general leave, a participant may draw up to five (5) times the number of days they have contributed to the sick leave bank. Thirty (30) days shall be the maximum number of days any participating employee may use per school year.

C. The deadline for sick leave bank enrollment will be two weeks after the start date of employment. Subject to completion of any probationary period, new employees may begin drawing upon the sick bank beginning the first day of the next school year after the employee's hire date. This election is perpetual, and shall remain in effect until such time as the employee elects to discontinue participation. Notice of intention to discontinue participation in the sick leave bank shall be in writing and delivered to the School District Business Manager.

D. Administration of the sick leave bank will be managed as follows: if the sick bank leave request is within the guidelines provided by Section 2, the Superintendent shall have the authority to approve the request. However, if the request is an exception to such guidelines, or if the Superintendent determines the request should be further reviewed, then the request shall be referred to a committee of four (4) classified personnel, appointed by SCEA, and one (I) administrator. Record keeping will be done by the business office and the District will periodically report to SCEA. The confidential medical information of individual employees will not be provided or open for examination within the restrictions of HIPAA and other applicable privacy laws.

E. All requests for use of the sick leave bank must be submitted on the approved District form to the business office. A written statement from the employee's personal physician may be required on a case by case basis. The business office will forward the requests to the Superintendent or designee for decision. If the request is denied, the employee making the request may appeal the denial in writing within seven (7) days to the committee for a decision. The decision of the committee on appeal will be final.

F. If an extended illness carries over to the next school year, the employee must use their leave for that year before drawing from the sick leave bank. Each employee may only draw from the sick leave bank for his/her own personal illness or serious illness, disability, or bereavement of the employee's immediate family (as defined in Sec. 1A (H) above).

G. A person withdrawing from participation in the sick leave bank will not be able to withdraw contributed days.

H. If the total days in the sick leave bank available to a participating employee are exhausted in any year, use of the sick leave bank ends for that year for the affected employee. Unused days in the sick leave bank shall be carried over to the next succeeding school year. A participating employee's use of the total number of sick bank days that are available to him or her does not reduce the total number of sick bank days available to any other participating employee.

Section 3. Donation of Accumulated Leave Days: If an employee covered by this Agreement suffers an extended illness or injury resulting in absence or leave not otherwise addressed in this Agreement, the District, Association and affected employee (or his/her representative) may discuss, to the extent permissible under applicable law, the employee's potential need for extended leave. The Association may make a generic request for donation of up to three days of accumulated leave days per donating employee without identifying the affected employee's illness, injury or other personal circumstances unless the affected employee or representative otherwise authorizes such a disclosure in writing. The Association will present a log of the employee donating accumulated days to include employee name and the number of days donated for Business Office recordkeeping purposes, and the donated days will be deducted from the donating employee's total and added to the affected employee's total. The recipient may not receive more than 30 donated days in a school calendar year.

Section 4. Workers' Compensation: An employee injured on the job in the service of the School District and collecting workers' compensation insurance, may receive partial current year sick, then accumulated leave, then current year general leave benefits to enable the employee to receive full salary from the School District. In such event, the employee shall receive an amount of sick, then general leave benefit which, when added to the amount of worker compensation benefit being received by the employees', shall equal such employee's regular pay. Only that portion of an employee's regular pay not covered by workers compensation shall be deducted from the employee's leave benefits.

Section 5. Family Medical Leave Act: Please refer to District Policy No. 4410

Section 6. Jury Duty or Witness: Any school employee summoned as a witness or a juror shall notify his employer at once.

When an employee is summoned to serve on a jury or as a witness in a case where he/she is not a party, he/she shall be entitled to receive their regular salary from the district while absent without loss of leave credit.

He/she shall be entitled to expenses from the court such as round trip mileage, but will not be entitled to fees to appear for jury duty or to serve as a juror, as otherwise provided by statute in addition to their regular salary as a school employee and such fees shall be paid to the school.

Section 7. National Guard or Reserve Duty: Refer to Board Policy 4380.

Section 8. Insurance Application: In the event the employee is on paid leave from the School District under Section 1A, Sick or Section 1B, General Leave, or supplemented by sick, then general leave pursuant to Section 3 Workers' Compensation, the School District will continue insurance contributions as provided herein until sick, then general leave is exhausted or if employee is eligible for FMLA. Thereafter, the employee must pay the entire premium for any insurance retained after the exhaustion of sick, then general leave.

Section 9. Credit: An employee who returns from unpaid leave shall be entitled to their same position or an equivalent position with equivalent pay and other benefits which had accrued at the time leave commenced. No benefits shall accrue for the period of time that an employee was on unpaid leave.

Section 10. Eligibility: Full benefits provided in this Article are intended for full-time personnel employed on a 40 hour per week and 12 month per year basis. Part-time employees who are employed an average of at least 20 hours per week shall be eligible for partial benefits proportional to the number of hours worked and days employed. Part-time employees employed less than an average of 20 hours per week, or who hold positions of a temporary or seasonal character for a period not in excess of 67 days in any calendar year and emergency employees shall not be eligible for any benefits pursuant to this Article.

Section 11. Long Term Leave: Any employee who is employed for an average of at least 20 hours per week and who has at least five (5) years of continuous employment with the District prior to requesting long-term leave may apply to the School Board for long-term leave of up to one calendar year for enhancing job related knowledge and skills, or due to an extenuating medical circumstance of the employee or his or her immediate family, or for other valid reason(s) as determined by the School Board, if the employee is performing in a quality manner and as supported by a written statement by the employee's supervisor or building administrator. A written leave request must be submitted to the building administrator. No salary will be paid. A position will be kept available for the employee for a maximum of one (1) calendar year. The employee shall notify the District at least 3 months prior to the end of the leave period of his/her plans for return. This leave period is not counted toward years of service in the salary schedule or seniority scale. The returning employee will be offered a position at a rate of pay equal to that held prior to the approved leave of absence.

ARTICLE XII
HOLIDAYS

Section 1. Paid Holidays: Full-time employees shall be granted eleven (11) paid holidays per year (twelve (12) paid holidays in leap year) as selected by the School District.

Section 2. Weekends: Holidays that fall on weekends will be observed on a day established by the School District.

Section 3. School in Session: The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Section 4. Application: In order to be eligible for holiday pay, an employee must have worked a regular work day before and after the holiday unless on an excused illness, leave, or on vacation under these provisions.

Section 5. Eligibility: Holiday benefits as defined in this Article shall apply only to employees who work at least 40 hours per week and 12 months per year.

ARTICLE XIII
VACATIONS

Section 1. Eligibility: This Article shall apply only to employees who are employed on a twelve (12) month basis and forty (40) hour week.

Section 2. Earned Vacations: Eligible employees under this Article shall accrue vacation as follows:

A. One (1) day for each month after the first year of service up to a maximum of ten (10) days annually.

B. One and one fourth (1 1/4) days per month after eight (8) years of service up to a maximum of fifteen (15) days annually.

C. One and two thirds (1 2/3) days per month after fifteen (15) years of service up to a maximum of twenty (20) days annually.

Section 3. Application:

A. Vacations shall be determined as of July 1 of each year.

B. If an employee's employment with the District is terminated before completing a full year of service, the employee shall not be entitled to any vacation pay. Compensation for accrued, but unused, vacation shall be paid in the event of death or permanent disability of an employee. In the event of resignation, an employee shall receive compensation for accrued, but unused, vacation time as provided herein, provided such employee gives two weeks written notice of the time of their resignation as provided in Article XVIII. This provision shall only apply to employees with at least one year of continuous employment with the District.

C. The scheduling of all vacation time shall be determined by the School District.

D. Vacation time shall not accumulate from year to year unless otherwise recommended by the employees supervisor and approved by Business Manager or Superintendent. If vacation time is allowed to accumulate for eligible twelve month, full time employees, they shall have the option of cashing all or part of their accumulated vacation at any time during the employment year at the employee's current rate of pay.

E. If an employee is prevented by the district from taking his/her accumulated vacation time in any one fiscal year they shall be paid for unused accumulated vacation time up to a maximum of five days.

ARTICLE XIV
HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week: The work week, exclusive of lunch, shall be prescribed by the School District each year.

Section 2. Basic Work Year: The regular work year shall be prescribed by the School District each year.

Section 3. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the School District.

Section 4. Lunch Period: Employees shall be provided a duty free lunch period of at least 30 minutes.

Section 5. School Closing: If there is no school due to inclement weather and you are absent, personal leave may be used, if available. If you choose not use personal leave or do not have personal leave available, you will not receive compensation for the hours not worked.

Section 6. In-service Days: Upon prior written approval by the superintendent, an employee shall be compensated at their regular rate of pay for attending in-service classes.

Section 7. Overtime:

A. At the rate of 1½ (time and a half) the regular rate of pay for each hour worked over forty (40) hours in a single workweek for non-exempt employees.

B. Holiday hours and leave time paid for but not worked shall not be used for the purpose of computing any overtime.

C. This provision is intended as an agreement for compensatory time in compliance with the Fair Labor Standards Act and applicable regulations.

ARTICLE XV
SENIORITY

Section 1. Definition of Seniority: Seniority shall be defined as the continuous length of service within the District as a classified employee. Accumulation of seniority shall begin from the employees first working day. In the event that more than one classified employee has the same starting date of work, seniority shall be determined by drawing lots.

Section 2. Seniority List: The Board shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted in all buildings of the District within thirty (30) working days after the effective date of this Agreement with updates prepared and posted periodically. A copy of the seniority list and subsequent revisions shall be furnished to the Association. Any employee disagreeing with their seniority placement shall respond, in writing, to the Superintendent and the Association president within ten (10) working days after the effective date of the posting.

ARTICLE XVI
REDUCTION IN PERSONNEL, LAYOFF AND RECALL

Section 1. Layoff- Defined: Layoff shall be defined as a reduction in the work force.

Section 2. Modification of Employment: When considering a reduction in force for any employee, or the transfer of or other modification in their employment status, seniority, qualification, performance evaluation, skills and related experience will be given consideration in making the determination.

Section 3. Laid off Employees/Substitution: A laid off employee shall, upon application, be placed upon the substitute list.

Section 4. Fringe Benefits of Laid off Employees: Laid off employees may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the District. Any limitations contained within the insurance policy shall apply.

Section 5. Recall Rights and Procedure: In the event a position becomes available with the School District for which, in the opinion of the District, two or more laid off employees are the most qualified based upon qualifications, prior performance evaluations, skills, and related experience, the employee with the most seniority shall be offered the position.

A notice of recall shall be delivered by telephone or in writing addressed to the last known address of the recalled employee. The recall notice shall state the time and date upon which the employee is to report to work.

The District shall not be obligated to recall laid off employees regardless of seniority unless such employee is, in the opinion of the District, the most qualified based upon qualification, performance evaluation, skills and related experience.

Section 6. Employee Response to Recall: It shall be the employee's responsibility to keep the District notified as to his/her current mailing address. A recalled employee shall be given 48 hours from receipt of notice, excluding Saturday, Sunday and holidays, to accept such recall. An employee who declines recall to full time work for which he/she is qualified shall forfeit his/her seniority rights.

ARTICLE XVII
VACANCY AND TRANSFERS

Section 1. Definition of Vacancy: A vacancy shall be defined as a classified position within the District presently unfilled including newly created positions. as well as such classified positions currently filled but anticipated to be open in the future for a period of 30 or more school days.

Section 2. Definition of Transfer: Transfer shall be defined as either a voluntary or involuntary move from one classified position to another within the District, including changes in classification, buildings, shifts, or position within the same building with a different job description.

Section 3. Posting of Vacancy; Situations Where Posting is Excused: Unless excused for emergency, vacancies occurring within the District, including newly created classified positions, shall be posted on a designated bulletin board in each District building along with such posting sent to the Association. Vacancies shall be posted at least ten (10) school days prior to being permanently filled. However, if the Superintendent or designee determine an emergency vacancy exists, the Superintendent or designee will notify the SCEA President of the reason(s) for the emergency vacancy, and the District will be excused from posting the emergency vacancy and may fill it as soon as possible. An "emergency vacancy" means waiting the 10 day posting period is not in the best interest of the District's students or there are other serious reasons compelling immediate hiring. All references to posting in Article XVII are modified to excuse posting for an emergency vacancy.

Such posting shall contain the following information:

1. Type of work
2. Location of work
3. Starting date
4. Rate of pay
5. Hours to be worked
6. Classification
7. Minimum requirements

Section 4. Summer Notification: While school is in summer recess, the District shall continue to post vacancies occurring within the District, including newly created classified positions, on a designated bulletin Board in each district building along with a copy of such posting sent to the Association.

Section 5. Transfer Application: Employees may apply for transfer to a vacant position by applying in writing within the 10 day posting period.

Section 6. Filling Vacancies: Vacancies will be filled by the District with the most qualified person available. In the event two or more laid off employees or employees returning from leave of absence are, in the opinion of the District, the most qualified, the one with the most seniority shall be hired to fill the vacancy. In determining "most qualified", the District shall consider qualification, prior performance evaluations (if any), skills and related experience.

Section 7. Notification to Applicants: If possible, within 10 work days after the expiration of the posting period, the District shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing (to include notice by email).

Section 8. Involuntary Transfers Procedure:

A. Volunteers. When it is necessary to involuntarily transfer or reassign employees within a building or a classification, to the extent possible, all volunteers shall first be considered. However, the District reserves the right to transfer employees, whether volunteering or not, to ensure the proper operation of the School District.

B. Employee Transfers. When an adequate number of volunteers are not available, transfers shall be made on the basis of seniority, qualifications, prior performance evaluation, skills and related experience. Employees shall not be placed on a lower step (wage scale) due to transfers. If the transfer is not acceptable to the employee they will have the opportunity to resign or request a transfer to another position. However, the ultimate decision regarding an employee's transfer shall rest with the School District.

Section 9. Compensation when Temporary Duties Assumed: Any employee who temporarily assumes the duties of another employee will be paid at their regular rate for those duties. The pay rate will change if the period of time exceeds five consecutive days actually worked (this means not just "working days" but also weekends or holidays where the employee actually works). If the rate is higher for the temporary job, then the higher rate will be paid. If the rate is lower, then the employee remains at their current rate for the duration of this duty.

ARTICLE XVIII
RESIGNATION

Section 1. Resignation: Resignation shall be in writing and directed to the superintendent at least two weeks prior to the effective date of the resignation.

ARTICLE XIX
GRIEVANCE PROCEDURE

Section 1. Grievance Definition and Form: The word "grievance" as used in this Agreement shall mean a complaint by an employee, a group of employees, or the Association (the "grievant"), based upon an alleged violation, misinterpretation, or inequitable application of this agreement as it applies to the conditions of employment. Negotiations for, or a disagreement over, a non-existing agreement, contract, ordinance, policy or rule is not a "grievance" and is not subject to this section. Grievances shall be submitted on the Form shown in Schedule B.

Section 2. Informal: A grievant with a grievance shall first discuss it with their immediate supervisor with the objective of resolving the matter informally. Such informal discussion shall occur within 30 days after the grievant has or, through the use of reasonable diligence, should have had knowledge of the occurrence which gave rise to the grievance.

Section 3. Formal: A. Immediate Supervisor: If the grievance remains unresolved at the informal level, the grievant may first file the grievance with the immediate supervisor in writing within thirty (30) days after the grievant has or, through the use of reasonable diligence, should have had knowledge of the occurrence which gave rise to the

grievance. The immediate supervisor shall hold a meeting with the grievant within seven (7) days of receipt of the grievance, and respond in writing to the grievant and the SCEA within seven (7) days of that meeting.

B. Superintendent of School: If the grievance is not resolved by the immediate supervisor, the grievant may refer the grievance to the Superintendent or the Superintendent's official designee within seven (7) days of receipt of the immediate supervisor's written disposition of the grievance. The Superintendent shall arrange with the grievant for a meeting to take place within seven (7) days after referral of the grievance. Within seven (7) days of the meeting, the grievant shall be provided with the Superintendent's written response including the reasons for the decision.

C. School Board: Within seven (7) days after receipt of the above disposition, the grievant may, if the grievance remains unresolved, appeal to the School Board. The School Board shall hold a formal hearing at the next regularly scheduled meeting or special meeting and serve a written disposition of the matter on the grievant within seven (7) days after the hearing.

D. Division of Labor and Management Relations: A grievant may, if the grievance remains unresolved after the School Board hearing, appeal in writing on forms prescribed by the South Dakota Division of Labor and Management and thereafter the Division shall conduct a formal hearing and issue a binding order covering the points raised.

E. WAIVER BY AGREEMENT. Any of the foregoing appeal levels in the grievance process and/or any of the stated timelines may be waived by mutual written agreement of the District and the grievant, and the grievance will then move to the next un-waived level.

Section 4. Class Grievance: Class grievances involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the grievant as provided in Section 3 of this Article.

Section 5. Association Participation - Employee Represented: The School Board acknowledges the right of the grievant to request Association participation in the processing of a grievance. The Association acknowledges the right of the grievant to refrain from having Association participation in the processing of the grievance.

Section 6. Association Participation - Employee Not Represented: When a grievant is not represented by the Association, the Association shall reserve the right to have its representative present to state its views at any stage of the grievance procedure and shall receive copies of the decision.

Section 7. No Reprisals Clause: No reprisals shall be taken by the School Board or the administration against any employee because of the employee's participation in a grievance.

Section 8. Released Time: Should the Association investigation of any grievance require that an employee or an Association representative be released from their regular assignment, the employee or Association representative shall be released with the Association

paying the cost of the substitute for such employees. To the extent possible, hearings will be held during non-working hours.

Section 9. Filing of Materials: All records to a grievance shall be filed separately from the personnel files of the grievant.

Section 10. Grievance Withdrawal: A grievance may be withdrawn at any level without establishing precedent.

Section 11. Days Defined: "Days" as used in this Article shall mean working days.

Section 12. Failure to Respond: Failure of a grievant to comply with any time limitation shall constitute a withdrawal of the grievance. Failure of the School District to comply with any time limitation shall move the grievance to the next level of consideration.

ARTICLE XX
PUBLIC OBLIGATION

Section 1. Public Obligation: The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

ARTICLE XXI
GENERAL

Section 1. Changes, Alterations or Modification: No change, alteration or modification of this Agreement in whole or in part shall be valid, unless the same is ratified by both the School District and the Association and endorsed in writing hereon.

Section 2. Governing Laws: This Agreement and the activities of employees covered hereby shall be governed and construed according to the constitution and the statutes of the State of South Dakota and the United States of America.

Section 3. Conflicts: In case of any direct conflict between the provisions of this Agreement and any School District policy, practice, procedure, custom or writing not incorporated in this Agreement, the provisions of this Agreement shall control.

ARTICLE XXII
DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on its date of execution, through June 30, 2019, and thereafter until a successor agreement becomes effective. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the Association representing the employees. The provisions

herein relating to terms and conditions or employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be an express violation of any term or terms of this Agreement.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in the Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

Section 5. Force Majeure: Neither the District nor SCEA shall be responsible to the other for any loss resulting from the failure to perform any terms or conditions of this Agreement, except for payments of monies owed, if a party's failure to perform 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 by reasonable diligence such party was unable to prevent. Any such occurrence shall be referred to as a "Force Majeure."

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

Spearfish Classified Education Association

Robi Apland, Secretary Representative

ESP Representative

ESP Representative

Dated this 13th day of April, 2026

Spearfish School District 40-2

President, School Board

Business Manager

Dated this 13th day of April, 2026

SPEARFISH SCHOOL DISTRICT
GRIEVANCE FORM

Name(s): _____

Date filed: _____

Position (s): _____

Date(s) of occurrence: _____

Statement of the Grievance:

Provisions of the Agreement Involved:

Remedy Requested:

Efforts made to resolve the grievance informally:

Signature of Grievant : _____

Date: _____

Level I – Immediate Supervisor

Date Received: _____

Disposition of grievance:

Signature of respondent: _____ **Date:** _____

Grievant's response:

_____ **I agree with the proposed settlement**
_____ **I do not agree with the proposed settlement**
_____ **Resolution reached**

_____ _____
Grievant **Date**

Level II – Superintendent of Schools

Date Received: _____

Disposition of grievance:

Signature of respondent: _____ **Date:** _____

Grievant's response:

_____ **I agree with the proposed settlement**
_____ **I do not agree with the proposed settlement**
_____ **Resolution reached**

_____ _____
Grievant **Date**

Level III – School Board

Date Received: _____

Disposition of grievance:

Signature of respondent: _____ **Date:** _____

Grievant's response:

_____ **I agree with the proposed settlement**
_____ **I do not agree with the proposed settlement**
_____ **Resolution reached**

_____ _____
Grievant **Date**

Level IV – Division of Labor and Management Relations

Date Referred: _____

Agreement to Waive Timelines and/or Levels:

Grievant and Superintendent may agree to waive grievance procedure timelines and/or appeal levels. Grievant and Superintendent agree the following alternate procedure shall apply for this grievance (if this section is left blank, there is no agreement to waive timelines or levels):_____
_____
_____
_____
_____.

_____ _____
Grievant **Superintendent**

_____
Date

INITIAL PLACEMENT SCHEDULE

2026-27

Secretary	Custodian	Maintenance	Business Office	ESP
17.70	17.70	21.41	18.03	17.70

Pay Differential: Discretionary pay is temporary, non-base building differentials and must be accomplished within existing funding. Discretionary pay requires approval by the appropriate supervisor, the superintendent, and the Board of Education. No differential is guaranteed and, if granted, may be discontinued at any time. No aspect of any discretionary pay differential is grievable or appealable, except for discrimination. Via this agreement, the district is adopting these three discretionary pay practices:

1. Special Education Behavior Support ESP - $1.00/per hour
2. Special Education Home Services ESP - $2.00/per hour
3. Special Education Personal Care Attendant - $2.00/per hour

Group A (See Summary Plan Description on Spearfish School District Website.) Plan Covers all district employees who meet the eligibility requirements who elect to participate in the health care plan. Coinsurance amounts are for in-network services. Benefits are reduced for out-of-network services.

Spearfish School District Plan Designs 2026-2027			
	Plan 1 PPO	Plan 3 PPO	Plan 5 PPO HDHP / HSA (embedded)
ASBPT Enhanced Provider Directory *All Member Cost Share Waived on Copay Plans for services received by providers and facilities within this network. A list of Providers can be found at the ASBPT.com website.* *HDHP Plans apply lower DED /OPM for these providers*	No Cost Share	No Cost Share	DED & OPM Single - $3,500 Family - $7,000
Deductible	Single - $1,000 Family - $2,000	Single - $2,000 Family - $4,000	Single - $3,750 Family - $7,500
Virtual Visit Copay **via Doctor's on Demand**	$10		$63 (applies to deductible) *applies to general visit*
PPO PCP Office Visit Copay **(includes chiropractic and mental health)** ***Excludes: MRI, CAT Scans, PET Scans, Vasectomies, Colonoscopies and Office Surgeries***	$35	$25	Deductible Applies
PPO Specialty & Urgent Care Copay	$45	$35	
Emergency Room Copay	$250 copay followed by Deductible and Coinsurance		Deductible Applies
Coinsurance	In-Network (PPO) - 20% Out-of-Network (NON-PPO) - 40%		N/A
Out Of Pocket Maxium (OPM) aggregates between Health and Rx	Single - $3,000 Family - $6,000	Single - $5,000 Family - $10,000	Single - $3,750 Family - $7,500
Routine Exams **Preventative Care -** **No Member Cost Share**	Covered at 100% as defined in the Affordable Care Act (ACA) guidelines Note: 100% coverage applies when using an in-network (PPO) provider.		
Well-Child Care	To age 7		
BLUE Rx Value Plus Coverage	$8 / $35 / $55 Copays $85 Specialty and Self Administered RX *copays apply to OPM*		Deductible Applies *Deductible is waived for HSA preventive drug list*
Pharmacy Mail Order	2.5 times retail copay amount for 90 day supply : $20 / $87.50 / $137.50		2.5 times retail cost for 90 day supply
Specialty Drugs	Paired with Prudent Rx - all Prudent eligible Specialty Medications will be NO COST to member		Prudent Rx not applicable on HDHP