

**Mission:** *To develop lifelong learners through effective teaching in a safe and caring environment.*  
**Vision:** *Educational excellence for every child – setting the standard others aim for.*

**AGENDA**  
**BOARD OF EDUCATION – REGULAR MEETING**  
**Instructional Planning Center/Huron Arena**  
**May 9, 2016**  
**5:30 p.m.**

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Adoption of the Agenda**

5. **Dates to Remember**

May 23	Board Meeting 5:30 P.M. – IPC
May 24	Athletic Awards Program 7:00 P.M. HHS Auditorium
May 25	Baccalaureate 8:00 P.M. Huron Arena
May 26	8 <sup>th</sup> Grade Promotion 7:00 P.M. HHS Auditorium
May 27	Last Day of Classes / Early Release
May 29	Graduation 2:00 P.M. Huron Arena
May 30	Memorial Day Holiday
May 31	Teacher Checkout

6. **Community Input on Items Not on the Agenda**

7. **CONSENT AGENDA**

The superintendent of schools recommends approval of the following:

a) **Approval and / or Correction of Minutes of Previous Meetings**

b) **Consideration and Approval of Bills**

c) **Approval and/or Correction of the Financial Report**

d) **Board Approval of New Hires**

As was mentioned previously, classified personnel and substitute teachers/classroom aides must be approved in order to be covered by our workers' compensation plan.

1) Erin Melson / Substitute Teacher / \$100 per day

2) Dennis Eckmann / Maintenance Technician / \$38,684

e) **Contracts for Board Approval**

1) Wendy Voss / Additional 50% to Teach Science @ HHS / + \$19,594

2) Mia Kruse / Orchestra Director Grades 4-12 / \$40,743

f) **Resignations for Board Approval**

1) Lee Berlin / Transportation Dept / Driver / 7 years

g) **Chamber Request for Use of School District Bus**

The Chamber & Visitors Bureau has submitted a request to the Huron Board of Education for use of a Huron Public Schools bus for city-wide transportation during the SD State Fair, September 1-5, 2016. The bus will have a designated route from the Fairgrounds to the Mall and around town. It will run every day of the fair with pre-determined, designated hours.

The Chamber will provide proof of insurance as well as a driver's fee and fuel.

➤ The Superintendent recommends approval of this request.

h) **Approve High School Principal Contract**

- i) **SDHSAA Election Ballots**
  - 1) **Division IV Representative**
    - a. Kelly Messmer, Harding County High School
    - b. Jim Aisenbrey, Baltic High School
  - 2) **Amendment to Constitution and Bylaws**

The Administration recommends that we vote for Kelly Messmer, and “No” on the amendment.

(The consent agenda may be approved with one motion. However, if a board member wishes to separate an item for discussion, he may do so.)

**8. CELEBRATE SUCCESSES IN THE DISTRICT:**

**CONGRATULATIONS:**

- **Cenzi Glanzer** for being named the State FFA Champion in the Floriculture Career Development Event at the State FFA Convention. Centzi placed 1<sup>st</sup> out of 174 participants.
- **Lauren Kattner** for making the SDSU Dance Team.
- **Amy Schoenfelder, Brandi Knippling, Abby Johnson, Hannah Dean, Krissa Kowkow, and Megan Smith** who will graduate May 7<sup>th</sup> with a Master’s in Teaching and Learning.
- **Mrs. Amber Eichstadt** from Washington 4-5 Center for receiving the Teacher of the Year designation from Starbase Project Nova Courage for the 2015-2016 school year. Amber was chosen out of 29 other teachers within the state.
- **Mr. Mike Dramstad**, Huron School District Support Technician for receiving the Tech Support of the Year designation from Starbase Project Nova Courage for the 2015-16 school year.
- **Jennifer Nelson** for making the USD Dance Team.
- **Jeffrey & Sara Waldner – 1<sup>st</sup> Grade Teacher** – on the birth of their new baby girl, Eliana Grace.
- **Colleen Jensen / HMS ESL Newcomer Program** – Recipient of the Century Link Teachers & Technology Grant in the amount of \$5,000.

**THANK YOU TO:**

- **Principal Foss and the staff at the Washington 4-5 Center** for all of the help getting busses where they needed to be for offloading and loading during the street paving process. The great job by everyone made the process run smoothly and was greatly appreciated by the drivers.

**9. REPORTS TO THE BOARD**

- a) **Donation to the FFA Program**  
Representatives of the Sabers family will present a financial donation to Mr. Postma and the Huron Public Schools FFA program.
- b) **Good News Report** - Technology Department – Roger Ahlers
- c) **Alison Fenske** – Pollinator Project PowerPoint Presentation
- d) **Business Manager’s Report**
- e) **Superintendent’s Report**
  - Staffing Update
  - Upcoming Goal Session

**10. NEW BUSINESS**

- a) **Presentation of Preliminary Budget 2016-17**  
No Board Action
- b) **Science Textbook Quote** – Gay Pickner
- c) **Introduce Policy as Required by Federal Motor Carriers Administration**  
Relating to random drug testing of school bus drivers.

**11. OLD BUSINESS**

- a) **Ratify Teacher Negotiations**

**12. EXECUTIVE SESSION**

1-25-2 Executive or closed meetings may be held for the sole purpose of:  
(4) Preparing for contract negotiations or negotiating with employees or employee representatives.

**13. ADJOURNMENT**

**Huron School District  
New Hire Justification**

**Date:** May 02, 2016

**Applicant Information**

**Applicant Name:** Dennis Eckmann  
**Address:** 21240 409<sup>th</sup> Ave. Cavour, S.D. 57324  
**Phone:** 605-461-2411  
**Education:** Huron College  
**Experience:** Maintenance Tech- Terex  
**References:** Terry Meyers, Von Wicks, Todd Paye

**Reason for New Hire**

**New Position:**  
**Replacement:** X

**Position Information**

**Department:** Maintenance  
**Position:** Maintenance Technician  
**Supervisor:** Rex Sawvell  
**Responsibilities:** Maintain building roof top units, boilers.  
**Hours:** 7:00 a.m- 3:30 p.m.

**Hiring Information**

**Wages:** \$38,684.00  
**Classification:** Class I  
**Wage Justification:** Retirement of Kevin  
**Start Date:** May 02, 2016  
**Requested by:** Rex Sawvell

**TEACHER'S CONTRACT**  
**Huron School District No. 2-2, Huron, South Dakota**

Wendy Voss

April 13, 2016

**YOU ARE HEREBY OFFICIALLY NOTIFIED**, that you have been elected as a **Teacher** in the Huron School District No. 2-2, whose address is City of Huron on the annual salary basis of **\$ 32643** for the school term, or the remaining part thereof, of the designated number of teaching days, inclusive of days arranged for pre-school planning, beginning **8/22/2016** and subject to the calendar, or modifications of the same, as adopted by the Board of Education. The salary is to be paid the twentieth day of each of the twelve calendar months.

Your election is subject to the school laws of the State of South Dakota and to the salary schedule and contractual elements rules and regulations of the Board of Education of the Huron School District No. 2-2, which are hereby by reference, incorporated in and made a part of this contract as though set forth herein at length, subject to the right of said Board to terminate the contract for cause, to be determined upon by the Board.

It is further contracted and agreed that your failure to complete the term of teaching prescribed herein for any cause, including but not limited to dismissal or resignation, constitutes a financial damage to the Huron School District No. 2-2 and that from the nature of the case it might be impractical or difficult to fix the actual damage. **THEREFORE**, it is understood and agreed that your failure to complete the term provided herein shall result in the following liquidated damages: failures occurring between the date signed and approved by the School Board through June 30 for the ensuing year, damages shall be assessed at \$1,000.00. For breaking a contract July 1 through July 31, damages shall be assessed at \$2,000.00 and breaking of contract August 1 and for the duration of the first semester, damages shall be assessed at \$3,000.00. Damages will be assessed at \$1,500.00 for breaking of a contract anytime during the 2<sup>nd</sup> semester. The Board reserves the right to request the Department of Education to suspend the employee's certification for one year in lieu of monetary damages in accordance with SDCL 13-42-9. Teachers who are not full-time employees of the District shall be assessed damages at a percentage which matches their percent of employment.

It is further understood and agreed that resignations shall not become effective until approved by the Board of Education at the next meeting following receipt of said resignation. Further, it is hereby agreed that you will pay to the Huron School District No. 2-2, or the Huron School District No. 2-2 will withhold or appropriate from any monies owed by them to you, and you hereby authorize such withholding or appropriation, the appropriate sum herein above set forth as liquidated damages due to your failure to complete said term.

This agreement becomes a binding contract when signed by the teacher and the Board of Education.

MA  
Hired 1/20/2014 w MA no formal teaching experience--(83.3% of \$39187)-33.3% Migrant Case Management (2015-16); 50.0% Science Pending State Approval/Alternative Certification (2016-17);

Agreeing to this contract includes the following: Teachers new to the District are expected to work an additional 5 days beginning August 22. During this time, the teacher will receive appropriate training in District programs, and will have time to become adequately prepared for the new school year.

For those electing the Wellness Benefit, an additional \$500 will be paid in September. The benefit is NOT reflected in the contract total.

SCHOOL DISTRICT NO. 2-2 OF THE CITY OF  
HURON, BEADLE COUNTY, SOUTH DAKOTA

ATTEST:

.....  
Business Manager of the School District

By .....  
Chairman of School District Board

TO THE BOARD OF EDUCATION OF THE HURON SCHOOL DISTRICT NO. 2-2  
CITY OF HURON, BEADLE COUNTY, SOUTH DAKOTA

I hereby accept the position mentioned in the foregoing contract of hiring in the Public Schools of Huron, South Dakota, at the salary and upon and under the terms and conditions of the above and foregoing contract and have carefully read said contract and am fully informed as to the contents. I agree to attend such pre-school planning days as are scheduled exclusive of the designated number of teaching days. "I clearly understand that it is my responsibility to be fully certified with the State of South Dakota for the duration of this contract. I accept that my pay will cease on October 1, and my employment may be terminated or suspended without pay until such time that I meet the certification requirements of the job."

Witness my hand this 20 day of April 2016

Witness: Demetrius

Sign here: Wendy Voss  
Teacher

**TEACHER'S CONTRACT**  
**Huron School District No. 2-2, Huron, South Dakota**

**Mia Kruse**

**May 4, 2016**

**YOU ARE HEREBY OFFICIALLY NOTIFIED**, that you have been elected as a **Teacher** in the Huron School District No. 2-2, whose address is City of Huron on the annual salary basis of \$ **40743** for the school term, or the remaining part thereof, of the designated number of teaching days, inclusive of days arranged for pre-school planning, beginning **08/22/2016** and subject to the calendar, or modifications of the same, as adopted by the Board of Education. The salary is to be paid the twentieth day of each of the twelve calendar months.

Your election is subject to the school laws of the State of South Dakota and to the salary schedule and contractual elements rules and regulations of the Board of Education of the Huron School District No. 2-2, which are hereby by reference, incorporated in and made a part of this contract as though set forth herein at length, subject to the right of said Board to terminate the contract for cause, to be determined upon by the Board.

It is further contracted and agreed that your failure to complete the term of teaching prescribed herein for any cause, including but not limited to dismissal or resignation, constitutes a financial damage to the Huron School District No. 2-2 and that from the nature of the case it might be impractical or difficult to fix the actual damage. **THEREFORE**, it is understood and agreed that your failure to complete the term provided herein shall result in the following liquidated damages: failures occurring between the date signed and approved by the School Board through **June 30** for the ensuing year, damages shall be assessed at \$1,000.00. For breaking a contract **July 1** through **July 31**, damages shall be assessed at \$2,000.00 and breaking of contract August 1 and for the duration of the first semester, damages shall be assessed at \$3,000.00. Damages will be assessed at \$1,500.00 for breaking of a contract anytime during the 2<sup>nd</sup> semester. The Board reserves the right to request the Department of Education to suspend the employee's certification for one year in lieu of monetary damages in accordance with SDCL 13-42-9. Teachers who are not full-time employees of the District shall be assessed damages at a percentage which matches their percent of employment.

It is further understood and agreed that resignations shall not become effective until approved by the Board of Education at the next meeting following receipt of said resignation. Further, it is hereby agreed that you will pay to the Huron School District No. 2-2, or the Huron School District No. 2-2 will withhold or appropriate from any monies owed by them to you, and you hereby authorize such withholding or appropriation, the appropriate sum herein above set forth as liquidated damages due to your failure to complete said term.

This agreement becomes a binding contract when signed by the teacher and the Board of Education.

BM

Hired 2016-17 w/Bachelor of Music and 1 year of teaching experience .. Salary includes \$4383 (ES-0) extra duty with orchestra program;

Agreeing to this contract includes the following: Teachers new to the District are expected to work an additional 5 days beginning August 22. During this time, the teacher will receive appropriate training in District programs, and will have time to become adequately prepared for the new school year.

For those electing the Wellness Benefit, an additional \$500 will be paid in September. The benefit is NOT reflected in the contract total.

SCHOOL DISTRICT NO. 2-2 OF THE CITY OF  
HURON, BEADLE COUNTY, SOUTH DAKOTA

ATTEST:

.....  
Business Manager of the School District

By .....  
Chairman of School District Board

TO THE BOARD OF EDUCATION OF THE HURON SCHOOL DISTRICT NO. 2-2  
CITY OF HURON, BEADLE COUNTY, SOUTH DAKOTA

I hereby accept the position mentioned in the foregoing contract of hiring in the Public Schools of Huron, South Dakota, at the salary and upon and under the terms and conditions of the above and foregoing contract and have carefully read said contract and am fully informed as to the contents. I agree to attend such pre-school planning days as are scheduled exclusive of the designated number of teaching days. "I clearly understand that it is my responsibility to be fully certified with the State of South Dakota for the duration of this contract. I accept that my pay will cease on October 1, and my employment may be terminated or suspended without pay until such time that I meet the certification requirements of the job."

Witness my hand this 5<sup>th</sup> day of May, 2016

Witness: Dolly Bernales

Sign here: Mia Kruse  
Teacher

**HURON PUBLIC SCHOOLS**

Huron, South Dakota

**PERSONNEL DATA SUMMARY**

1. Name Mia Kruse  
Present Address 680 Montana Ave SW #203 – Huron, SD 57350  
Position Applied For Orchestra Director Grades 4 - 12

2. Preparation and Certification:
- |                    | <u>Name of School</u>    | <u>Year/Degree</u>              |
|--------------------|--------------------------|---------------------------------|
| College: BS Degree | <u>Concordia College</u> | <u>1998 / Bachelor of Music</u> |
| MA Degree          | _____                    | _____                           |
| Other              | _____                    | _____                           |

3. Teaching Experience - (list the last two positions)
- | <u>Name of School</u>           | <u>How Long/Years</u> | <u>Grades/Subjects</u>                    |
|---------------------------------|-----------------------|---|
| <u>Iroquois School District</u> | <u>1 year</u>         | <u>Gr 3-12 Choir Director Vocal Music</u> |

4. **Base Salary:** \$36360 **Teaching Assignment:** Orchestra Director Grades 4-12  
**Extra Duty:** \$ 4383 Ex Duty Assignment All-School Orchestra Director  
**Total Salary:** \$40743

May 5, 2016

Rex,

I will be resigning effective today at 12:01 p.m. as a bus driver and inspection trainer for the Huron School District.

A handwritten signature in blue ink that reads "Lee Berlin". The signature is written in a cursive style with a prominent initial "L".

Lee Berlin





Huron Chamber & Visitors Bureau  
1725 Dakota Avenue S  
Huron, SD 57350

Toll Free: 1-800-HURONSD  
Phone: 605-352-0000  
Fax: 605-352-8321

April 20, 2016

Huron Public Schools  
Terry Nebelsick  
PO Box 949  
Huron, SD 57350

Dear Mr Nebelsick and School Board Members:

On behalf of the Huron Chamber & Visitors Bureau, I would like to request the use of the Huron Public Schools bus for city-wide transportation during the SD State Fair, September 1–5, 2016. The bus will have a designated route from the fairgrounds to the mall and around town. It would run every day of the fair with pre-determined designated hours.

In addition, we understand that upon approval of this request, we would have to provide proof of insurance as well as a driver's fee and fuel. Thank you for your consideration and please feel free to contact me with any questions.

Sincerely,

Laurie Shelton, President/CEO  
Huron Chamber & Visitors Bureau

**SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION  
2016 OFFICIAL ELECTION BALLOT  
DIVISION IV REPRESENTATIVE  
TERM: JULY 1, 2016 TO JUNE 30, 2021**

The **Division IV Representative** is to be filled by a principal. A principal/ assistant or vice principal is considered a principal and would be eligible only for those seats open to principals. This position is currently held by Ms. Linda Whitney, Superintendent at Sanborn Central High School. The Division IV Representative member may be nominated from any SDHSAA member school with a 2014-2015 ADM from 125.085 to 1.0. The Division IV schools include Hamlin High School with a 2014-2015 ADM of 125.085 to School for the Blind/VI with an ADM of 1.0. Any member school may nominate a person for this position and all member schools have the opportunity to vote. The person elected will serve a five year term on the SDHSAA Board of Directors and unable to run for reelection.

The deadline for the return of this ballot is **May 25, 2016**

- Kelly Messmer, Harding County High School
  
- Jim Aisenbrey, Baltic High School

\_\_\_\_\_  
Name of Member School

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Superintendent or Principal)

\_\_\_\_\_  
Signature (School Board President)

**Unless there are TWO signatures, this ballot will be unacceptable and declared void.**

**BALLOTS DUE MAY 25, 2016**

Jim Aisenbrey – Secondary Principal – Baltic School District:

I am finishing my 36<sup>th</sup> year in education. I taught social studies and PE at Canova for one year and Freeman for 24 years. I am currently in my 11<sup>th</sup> year as principal at Baltic. I coached football for 30 years, junior high and later assistant track coach for 18 years, baseball nine years, assistant basketball and assistant volleyball one year each. I am an avid supporter of the fine arts. In 2011, the fine arts directors in my school honored me with their “Ambassador to Fine Arts” award. I served on the South Dakota Football Coaches Association Board of Directors from 1991-1999 and I have served on the executive board of the South Dakota Association of Secondary School Principals since 2010. I formerly served as Treasurer, Vice-Chairman and Chairman of the Southeast Area Principal’s Association.

My wife, June, and I have been married for 37 years. We have two sons; Cameron, who is married with two children and works in marketing at Iowa State University, and Marc who teaches and coaches for the Platte-Geddes school district. As someone who has dedicated himself to giving back to the organizations who have supported student-athletes and participants, I would be honored to serve on the SDHSAA Board of Directors.

Kelly Messmer-Harding County

I have been in education for the past 19 years including 9 years of teaching and being the Assistant Principal in inner-city Bakersfield, CA. I then spent 5 years in Twin Falls, ID as a Principal before returning to my wife’s hometown of Buffalo, SD. For the past 5 years I have been the activities director at Harding County School District. In my time at Harding County I have been the technology coordinator and most recently the Assistant Principal. I will be the principal starting in the fall of 2016. As athletic director, I have served as conference, district, and region chairperson for multiple sports, and am currently serving on the In-Season/Out-of-Season Advisory Committee for the SDHSAA. I am also very active in the South Dakota Interscholastic Athletic Administrators Association (SDIAAA) as current Vice-President and past Region 8 Representative. It is crucial that the local districts and the SDHSAA continue to advocate for opportunities and ways to positively grow our students’ experiences through co- and extra-curricular activities.

I have been married to my wife, Cher, for 20 years. She is the 4<sup>th</sup> grade teacher and girls’ track coach at Harding County. Our daughter Emily is a sophomore and participates in volleyball, basketball, track, and band. I strongly believe that co and extra-curricular activities are an integral part of the academic, social, mental, and physical growth of students and I would greatly appreciate your support.

# SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION

## 2016 OFFICIAL AMENDMENT BALLOT

The deadline for the return of this ballot is **May 25, 2016**. In order to pass, a proposal must receive a 60% plurality. Please refer to the accompanying document for the text of the amendment and the rationale that was given at the Annual Meeting of the Board of Directors.

### AMENDMENT NO. 1

Yes

No

\_\_\_\_\_  
Name of Member School

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Superintendent or Principal)

\_\_\_\_\_  
Signature (School Board President)

Unless there are **TWO** signatures, this ballot will be unacceptable and declared void.

**BALLOTS DUE: May 25, 2016**

**SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION PROPOSED  
AMENDMENTS TO CONSTITUTION AND BYLAWS**

**SECTION 10. CONTROL OF ELIGIBILITY OF STUDENTS.** Since it is important that eligibility cases be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing. The term "days" when used in this policy will mean working days. (Monday-Friday except holidays)

The eligibility of students of member high schools to participate in South Dakota High School Activities Association events will rest with the Board of Directors of the Association under the powers of Section 3 above.

**LEVEL ONE: EXECUTIVE DIRECTOR**

Initial rulings on request for interpretations regarding eligibility based on the Association Constitution and Bylaws, including rulings on all hardship cases, will be made by the Executive Director. Once the request is received in the SDHSAA office, the Executive Director will render a decision in writing to the aggrieved party within fourteen (14) days.

**LEVEL TWO: APPEALS COMMITTEE**

~~Any party~~ The member school aggrieved by a decision of the Executive Director in eligibility cases may appeal such decision to an Appeals Committee of the SDHSAA within seven (7) days after receiving notification of the Executive Director's decision. Such requests will:

- A. be made in writing
- B. be signed by the ~~party~~ member school requesting the appeal
- C. include a detailed explanation of the factual situation as per the particular question or questions involved and
- D. be directed through the office of the Executive Director of the SDHSAA.

The Appeals Committee will be appointed by the Executive Director and will consist of three (3) members, one of whom will be designated as the chairman of the committee. All members of such an Appeals Committee will be superintendents, high school principals, athletic/activities directors, or board of education members of member schools but no representative will be named from a school which is involved in the decision. The Executive Director of the SDHSAA will establish a date and conduct a hearing within seven (7) days and will advise all interested parties and committee members of the time, place and purpose of the hearing.

The hearing conducted by the Appeals Committee will be fair, impartial and in accord with due process of law. The Appeals Committee will have the authority to investigate the factual situation as per each request and require that additional, specific information be submitted. The aggrieved party and the Board of Directors will have the right to be represented by counsel; to examine and cross-examine witnesses; and to present evidence of all relevant nature in the matter before the Committee. The Appeals Committee will render a decision within seven (7) days following the hearing. Any decision made by the Appeals Committee may be appealed to the Board of Directors. Such requests will:

- A. be made in writing
- B. be signed by the ~~party~~ member school requesting the appeal
- C. include a detailed explanation of the factual situation as per the particular question or questions involved and
- D. be directed through the office of the Executive Director of the SDHSAA.

### **LEVEL THREE: BOARD OF DIRECTORS**

Appeals from the three member Appeals Committee shall be initiated by the member school and will be to the Board of Directors of the SDHSAA. The request will be filed within seven (7) days after receiving notification of the decision of the Appeals Committee. The decision of the Board of Directors will be final. The Executive Director and/or the Board of Directors will have the authority to investigate the factual situation as per each request and require that additional specified information be submitted. The Board of Directors will hear appeals during their next regularly scheduled meeting.

Written notification of the decision of the Board of Directors will be rendered through the office of the Executive Director within seven (7) days following the Board of Directors hearing.

Nothing herein contained will prohibit the Executive Director or the Board of Directors from initiating investigations of cases of eligibility, including the right to require that information pertinent to such investigations be submitted. The Board of Directors can issue rulings resulting from such investigations in the same manner and with the same force and effect as decisions rendered pursuant to written requests.

All decisions of the Board of Directors rendered pursuant to this section shall be final.

#### **Rationale:**

- 1) The member school is keenly aware of the facts of the situation and is in a better position to determine if an appeal is warranted.
- 2) This would reduce the emotional side of the appeal brought by someone other than the member school.
- 3) Due process is afforded the individual requesting the appeal and the member school which the student attends.
- 4) As the SDHSAA is a member school organization, the member school should be the party requesting the appeal, not an individual.
- 5) Requests for waivers: eight semester, academic, transfer, athletic open enrollment, etc. must be requested by a member school, not an individual.

<b>Grade K-5 National Geographic Learning</b>			
<b>Course/Vendor</b>	<b>Print Edition</b>	<b>Cost</b>	<b>Total</b>
<b>Kindergarten</b>			
Exploring Science Kindergarten: Teacher's Guide	15	\$83.50	\$0.00
EXPLORING SCIENCE GRK BIG BOOKSET - ENGLISH	15	\$134.25	\$0.00
Exploring Science Kindergarten: Interactive eBook: Life Science	82	\$41.75	\$3,423.50
National Geographic Science K (Earth Science: Weather and Seasons): Become an Expert: People Work in All Kinds of Weather, 8-pack	11	\$36.00	\$396.00
National Geographic Science K (Physical Science: How Things Move): Become an Expert: People Push and Pull, 8-pack	11	\$36.00	\$396.00
National Geographic Science K (Physical Science: How Things Move): Explore on Your Own: What Can Pull Wagons?, 8-pack	11	\$34.50	\$379.50
National Geographic Science K (Physical Science: How Things Move): Become an Expert: Animals Push and Pull, 8-pack	11	\$36.00	\$396.00
National Geographic Science K (Life Science: Animals): Become an Expert: Animals in Africa, 8-pack	11	\$36.00	\$396.00
National Geographic Science K (Earth Science: Weather and Seasons): Explore on Your Own: Working in Snowy Weather, 8-pack	11	\$34.50	\$379.50
National Geographic Science K (Earth Science: Weather and Seasons): Become an Expert: People Play in All Kinds of Weather, 8-pack	11	\$36.00	\$396.00
National Geographic Science K (Earth Science: Weather and Seasons): Explore on Your Own: Weather Fun, 8-pack	11	\$34.50	\$379.50
National Geographic Science K (Life Science: Animals): Become an Expert: Animals in the Arctic, 8-pack	11	\$36.00	\$396.00
National Geographic Science K (Life Science: Animals): Become an Expert: Animals in Australia, 8-pack	11	\$36.00	\$396.00
National Geographic Science K (Earth Science: Weather and Seasons): Become an Expert: People Travel in All Kinds of Weather, 8-pack	11	\$36.00	\$396.00
National Geographic Science K (Physical Science: How Things Move): Become an Expert: Vehicles Push and Pull, 8-pack	11	\$36.00	\$396.00
National Geographic Science K (Physical Science: How Things Move): Explore on Your Own: Toys to Push and Pull, 8-pack	11	\$34.50	\$379.50
National Geographic Science K (Physical Science: How Things Move): Explore on Your Own: Push and Pull Faces, 8-pack	11	\$34.50	\$379.50
National Geographic Science K (Earth Science: Weather and Seasons): Explore on Your Own: Weather on a Trip, 8-pack	11	\$34.50	\$379.50
<b>First Grade</b>			

Exploring Science 1: Teacher's Guide	14	\$83.50	\$0.00
Exploring Science 1: Student Edition + Interactive eBook (6 yr)	82	\$55.75	\$4,571.50
National Geographic Science 1-2 (Physical Science: Pushes and Pulls): Become an Expert: Machines Push and Pull, 8-pack	10	\$45.00	\$450.00
National Geographic Science 1-2 (Life Science: Plants and Animals): Become an Expert: Saguaro Cacti and Elf Owls, 8-pack	10	\$45.00	\$450.00
National Geographic Science 1-2 (Earth Science: Sun, Moon, and Stars): Explore on Your Own: What Do You See in the Moon?, 8-pack	10	\$34.50	\$345.00
National Geographic Science 1-2 (Earth Science: Sun, Moon, and Stars): Become an Expert: Day and Night During Chinese New Year, 8-pack	10	\$45.00	\$450.00
National Geographic Science 1-2 (Life Science: Plants and Animals): Become an Expert: Water Lilies and Bullfrogs, 8-pack	10	\$45.00	\$450.00
National Geographic Science 1-2 (Life Science: Plants and Animals): Explore on Your Own: The Cactus Name Game, 8-pack	10	\$34.50	\$345.00
National Geographic Science 1-2 (Life Science: Plants and Animals): Explore on Your Own: The Giant Water Lily, 8-pack	10	\$34.50	\$345.00
National Geographic Science 1-2 (Earth Science: Sun, Moon, and Stars): Explore on Your Own: The Sun Shines, 8-pack	10	\$34.50	\$345.00
National Geographic Science 1-2 (Physical Science: Pushes and Pulls): Become an Expert: Tractors on the Farm Push and Pull, 8-pack	10	\$45.00	\$450.00
National Geographic Science 1-2 (Physical Science: Pushes and Pulls): Become an Expert: Trains Push and Pull, 8-pack	10	\$45.00	\$450.00
National Geographic Science 1-2 (Physical Science: Pushes and Pulls): Explore on Your Own: On the Farm, 8-pack	10	\$34.50	\$345.00
National Geographic Science 1-2 (Physical Science: Pushes and Pulls): Explore on Your Own: Build It!, 8-pack	10	\$34.50	\$345.00
National Geographic Science 1-2 (Physical Science: Pushes and Pulls): Explore on Your Own: All Aboard!, 8-pack	10	\$34.50	\$345.00
National Geographic Science 1-2 (Earth Science: Sun, Moon, and Stars): Become an Expert: Day and Night on Cinco de Mayo, 8-pack	10	\$45.00	\$450.00
National Geographic Science 1-2 (Life Science: Plants and Animals): Explore on Your Own: Trees, Seeds, and Leaves, 8-pack	10	\$34.50	\$345.00
National Geographic Science 1-2 (Earth Science: Sun, Moon, and Stars): Become an Expert: Day and Night at the Festival of Colors, 8-pack	10	\$45.00	\$450.00
National Geographic Science 1-2 (Earth Science: Sun, Moon, and Stars): Explore on Your Own: Stories in the Stars, 8-pack	10	\$34.50	\$345.00



National Geographic Science 1-2 (Life Science: Plants and Animals): Become an Expert: Oak Trees and White-Tailed Deer, 8-pack	10	\$45.00	\$450.00
<b>Second Grade</b>			
Exploring Science 2: Teacher's Guide	13	\$83.50	\$0.00
Exploring Science 2: Student Edition + Interactive eBook (6 yr)	107	\$55.75	\$5,965.25
National Geographic Science 1-2 (Life Science: Habitats): Become an Expert: At Home in the Ocean, 8-pack	10	\$45.00	\$450.00
National Geographic Science 1-2 (Life Science: Habitats): Become an Expert: At Home in the Desert, 8-pack	10	\$45.00	\$450.00
National Geographic Science 1-2 (Earth Science: Land and Water): Explore on Your Own: The Island That Formed in One Day, 8-pack	10	\$34.50	\$345.00
National Geographic Science 1-2 (Life Science: Habitats): Explore on Your Own: Eat or Be Eaten, 8-pack	10	\$34.50	\$345.00
National Geographic Science 1-2 (Earth Science: Land and Water): Become an Expert: Land and Water in Hawaii, 8-pack	10	\$45.00	\$450.00
National Geographic Science 1-2 (Physical Science: Properties): Become an Expert: In the Art Class, 8-pack	10	\$45.00	\$450.00
National Geographic Science 1-2 (Physical Science: Properties): Explore on Your Own: Decorating a Vase, 8-pack	10	\$34.50	\$345.00
National Geographic Science 1-2 (Physical Science: Properties): Explore on Your Own: Fun Food, 8-pack	10	\$34.50	\$345.00
National Geographic Science 1-2 (Life Science: Habitats): Explore on Your Own: What Are They Good For?, 8-pack	10	\$34.50	\$345.00
National Geographic Science 1-2 (Earth Science: Land and Water): Explore on Your Own: Volcanoes In Mexico, 8-pack	10	\$34.50	\$345.00
National Geographic Science 1-2 (Physical Science: Properties): Become an Expert: At the Market, 8-pack	10	\$45.00	\$450.00
National Geographic Science 1-2 (Life Science: Habitats): Explore on Your Own: Watch Out!, 8-pack	10	\$34.50	\$345.00
National Geographic Science 1-2 (Physical Science: Properties): Become an Expert: In the Kitchen, 8-pack	10	\$45.00	\$450.00
National Geographic Science 1-2 (Life Science: Habitats): Become an Expert: At Home in the Prairie, 8-pack	10	\$45.00	\$450.00
National Geographic Science 1-2 (Earth Science: Land and Water): Become an Expert: Land and Water in Mexico, 8-pack	10	\$45.00	\$450.00
National Geographic Science 1-2 (Earth Science: Land and Water): Become an Expert: Land and Water in Iceland, 8-pack	10	\$45.00	\$450.00
National Geographic Science 1-2 (Earth Science: Land and Water): Explore on Your Own: Hawaii's Volcanoes, 8-pack	10	\$34.50	\$345.00
National Geographic Science 1-2 (Physical Science: Properties): Explore on Your Own: Cookie Time, 8-pack	10	\$34.50	\$345.00
<b>Third Grade</b>			
National Geographic Science 3 (Life, Earth, and Physical Science): myNGconnect (6-year license)	8	\$67.50	\$540.00

National Geographic Science 3 (Explore On Your Own Pioneer and Pathfinder): Classroom Set	9	\$828.00	\$0.00
Exploring Science 3: Teacher's Guide	11	\$83.50	\$0.00
National Geographic Science 3: Science Inquiry & Writing Book	100	\$20.50	\$2,050.00
Exploring Science 3: Student Edition + Interactive eBook (6 yr)	107	\$55.75	\$5,965.25
Ladders Science 3: Classroom Set	8	\$1,215.00	\$9,720.00
<b>Fourth Grade</b>			
National Geographic Science 4 (Life, Earth, and Physical Science): myNGconnect (6-year license)	8	\$67.50	\$540.00
Exploring Science 4: Teacher's Guide	9	\$83.50	\$0.00
National Geographic Science 4: Science Inquiry & Writing Book	110	\$20.50	\$2,255.00
Exploring Science 4: Student Edition + Interactive eBook (6 yr)	217	\$55.75	\$12,097.75
Ladders Science 4: Classroom Set	8	\$1,215.00	\$9,720.00
National Geographic Science 4 (Explore On Your Own Pioneer and Pathfinder): Classroom Set	8	\$828.00	\$0.00
<b>Fifth Grade</b>			
National Geographic Science 5 (Life, Earth, and Physical Science): myNGconnect (6-year license)	8	\$67.50	\$540.00
Exploring Science 5: Teacher's Guide	9	\$83.50	\$0.00
National Geographic Science 5: Science Inquiry & Writing Book	110	\$20.50	\$2,255.00
Exploring Science 5: Student Edition + Interactive eBook (6 yr)	218	\$55.75	\$12,153.50
Ladders Science 5: Classroom Set	7	\$1,215.00	\$8,505.00
National Geographic Science 5 (Explore On Your Own Pioneer and Pathfinder): Classroom Set	7	\$828.00	\$0.00
Estimated Shipping and/or Process Fee:			\$0.00
<b>Total</b>			<b>\$100,452.75</b>

# Huron School District 2-2

150 Fifth St SW – PO Box 949  
Huron, South Dakota 57350-0949

**Business Office**  
(605) 353-6995  
Fax (605) 353-6994

**Kelly Christopherson**  
Business Manager

## Memorandum

Date: May 5, 2016

To: School Board Members  
Terry Nebelsick, Superintendent

From: Kelly Christopherson, Business Manager

RE: Drug and Alcohol Policy for Bus Drivers 

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We recently discovered our long-time 3<sup>rd</sup> party drug and alcohol testing agency had ceased operations without letting us know. This put us on a path to non-compliance with random drug and alcohol testing requirements and other Federal Motor Carrier Safety Administration requirements.

We quickly found a replacement 3<sup>rd</sup> party testing company to work with. The new company has pointed out to us the need for a drug and alcohol policy that meets all the guidelines issued by the Federal Motor Carrier Safety Administration.

Included in the packet are the guidelines for policy development from the Federal Motor Carrier Safety Administration and a proposed policy for your consideration.



### **Chapter 3.**

## **POLICY DEVELOPMENT AND COMMUNICATION**

The FMCSA regulations require that you develop a written policy on controlled substances use and alcohol misuse in the workplace and that the policy be provided to every driver. You may use this chapter as a checklist of the items that should be included in your policy.

### **Section 1. POLICY DEVELOPMENT**

As you begin developing your policy, you may want to involve other members of your organization. This could include, but is not limited to, your company officials, union representatives, medical review officers (MROs), substance abuse professionals (SAPs), breath alcohol technicians, screening test technicians, and legal representatives.

A final review of your draft policy should be conducted by your legal representatives, your labor relations personnel, and your executives. The purpose of the legal review is to ensure that there are no conflicts between the provisions of the policy and the requirements of the FMCSA and other Federal, State, provincial, or local laws such as the Americans with Disabilities Act (ADA), the Family Medical Leave Act (FMLA), or the Drug-Free Workplace Act (DFWA).

The labor relations/company official review should identify and resolve any conflicts between the policy and existing labor agreements or personnel policies. It should be noted that requirements of the FMCSA regulations are not subject to bargaining.

**Section 2. REQUIRED POLICY STATEMENT**

The controlled substances and alcohol regulations require that you have a policy statement that incorporates your position and information on virtually all aspects of your controlled substances use and alcohol misuse program (§382.601).

<b>Policy Components Required by the Controlled Substances and Alcohol Rule (§382.601)</b>
Overview (suggested but not required)
Categories of drivers subject to testing
Participation as a requirement of employment
Required hours of compliance
Prohibited behavior
Circumstances for testing
Behavior that constitutes a refusal to submit to a test
Consequences for drivers with an alcohol concentration of 0.02 or greater but less than 0.04
Testing procedures
Consequences of use of controlled substances and misuse of alcohol
Identity of contact person
Effects of alcohol and controlled substances

**Overview**

The policy statement should begin with a short statement describing the objective or purpose of the policy.

**Categories of Drivers Subject to Testing**

All drivers/employees who operate CMVs must be subject to testing as defined in Chapter 2, “Regulatory Overview” (§382.103).

### **Participation as a Requirement of Employment**

The policy must indicate that participation in the employer's controlled substances and alcohol testing program is a requirement of each driver/employee, and therefore, is a condition of employment or use.

### **Required Hours of Compliance**

The policy must clearly identify the time periods during which drivers must be in compliance with the alcohol rule. A driver must not consume alcohol while on duty (§382.205), four hours prior to on duty time (§382.207), and up to eight hours following an accident or until the employee undergoes a post-accident test, whichever occurs first (§382.209).

A driver shall not report for duty or remain on duty that requires performing safety-sensitive functions when the driver uses any controlled substance, except when the use is at the instruction of a physician who has advised the driver that the substance does not adversely affect the ability to safely operate a CMV (§382.213).

### **Prohibited Behavior**

Employers must describe driver behavior that is prohibited by the FMCSA rules.

### **Circumstances for Testing**

The FMCSA requires that controlled substances and alcohol tests be given to drivers in specific circumstances: pre-employment (for controlled substances only), reasonable suspicion, post-accident, random, return-to-duty, and follow-up (see Chapter 5, "Types of Testing," for a description of these tests).

Your policy must define these circumstances in sufficient detail to inform the drivers what circumstances will trigger these tests (Part 382, subpart C).

## **Behavior That Constitutes a Refusal to Submit to a Test**

The policy must describe the kinds of behavior that constitute a refusal to submit to a test. Such behavior includes refusal to take the test (§382.211); inability to provide sufficient quantities of breath, saliva, or urine to be tested without a valid medical explanation; tampering with or attempting to adulterate the specimen; interfering with the collection procedure; not immediately reporting to the collection site; failing to remain at the collection site until the collection process is complete; having a test result reported by an MRO as adulterated or substituted; or leaving the scene of an accident without a valid reason before the tests have been conducted. See the definition of “Refuse to Submit” in §382.107.

## **Consequences for Drivers With an Alcohol Concentration of 0.02 or Greater but Less Than 0.04**

The policy must state that any driver who has an alcohol concentration of 0.02 or greater but less than 0.04 shall not perform or continue to perform safety-sensitive functions until 24 hours following the administration of the test (§382.505).

No other action can be taken under FMCSA or DOT authority against the driver based solely on test results showing an alcohol

concentration of less than 0.04. This does not prohibit the employer with authority independent of FMCSA regulations from taking any action otherwise consistent with the law (§382.505(b)).

No action shall be taken under FMCSA or DOT authority against the driver based solely on test results showing an alcohol concentration of less than 0.02. Alcohol concentration results of less than 0.02 are considered negative for the purposes of this employer testing program. No employer may penalize a driver based on a test result of less than 0.02 alcohol concentration conducted under Federal requirements.

## **Testing Procedures**

The policy must describe the procedures (49 CFR part 40) for how:

- Controlled substances tests will be performed, including split specimen collection and analysis for controlled substances
- Alcohol tests will be performed, including whether breath or saliva screening tests will be performed
- Privacy of the employee will be protected

- Integrity of the test process will be maintained
- Test results will be attributed to the correct driver.
- Post-accident testing will be conducted including instructions to the driver.

The policy must indicate that the employer will strictly adhere to all standards of confidentiality and assure all drivers that testing records and results will be released only to those authorized by the FMCSA rules to receive such information (§382.405).

### **Consequences of the Use of Controlled Substances and the Misuse of Alcohol**

The policy must contain the consequences for a driver who refuses to submit to a test, has a verified positive controlled substances test result, or has an alcohol concentration of 0.04 or greater. This includes the mandatory requirement that a driver be removed immediately from his or her safety sensitive function (§382.501). The policy must also state that any driver who has a verified positive controlled substances test result, has an alcohol concentration of 0.04 or greater, or refuses to submit to a test must also be evaluated by a substance abuse professional,

even if your policy requires the driver to be terminated.

Any further action (e.g., termination) taken against the driver is up to the employer, but must be described in detail in the policy. It should also be mentioned in the policy that these actions are employer-mandated, not FMCSA-mandated.

### **Identity of Contact Person**

You must designate a person to answer questions about your controlled substances use and alcohol misuse program, with the telephone number and office location clearly indicated.

### **Effects of Alcohol and Controlled Substances**

The policy must state where information can be obtained on the effects of alcohol misuse and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol problem; and available methods of intervening when an alcohol and/or controlled substance problem is suspected. You must provide this information to your drivers.



More details on this can be found in Chapter 4, “Education and Training.”

### **Any Additional Employer Provisions**

If you wish to exceed the requirements of the Federal regulations, these provisions should be included in the policy. It must be made clear that these provisions are those of the employer and not required by the FMCSA.

This includes information concerning who will pay for the testing. The FMCSA regulations do not specify who pays for testing drivers. However, an employer must ensure all testing is conducted as required by part 40, including split-sample analysis when requested by the driver. An employer and MRO shall not delay testing because of issues over who will pay for a test (especially a split-sample analysis). The testing must be conducted and payment or reimbursement settled later.

### **Section 3. POLICY COMMUNICATION**

Once you have developed and adopted a policy on controlled substances use and alcohol misuse, you must make sure that your drivers are aware of the policy and the effect it will have on them. You must provide materials that explain the regulations, policy, and corresponding procedures to all drivers and

representatives of employee organizations (§382.601). You must require drivers to sign a certificate of receipt in accordance with §382.601(d).

You may wish to exceed this requirement by undertaking a more active approach to communicating the policy by using all the mechanisms available at your organization to inform and educate employees. These could include:

- Orientation sessions,
- Written materials,
- Audio/video tapes,
- Interactive forums,
- Informational material displays, or
- Ongoing dialogue among drivers, labor representatives, first-line supervisors, and company officials.

The requirement to notify drivers about your policy should not be confused with the requirement to formally train supervisors in selected aspects of your controlled substances use and alcohol misuse program. See Chapter 4, “Education and Training,” for an explanation of your training obligations.



### **Suggestions for Communicating the Policy**

As soon as the policy is adopted, initial policy communication sessions should be scheduled to inform the drivers of the requirements of the Federal regulations and the manner in which the employer will implement these regulations. This initial communication should be in a session of adequate length to assure the employees understand the policy and have all questions answered. A company official should be present and express support for the policy. However, if a session cannot be scheduled, you could distribute the policy to all employees, explaining some of the major points of the program and the implementation schedule. In the initial communication you should:

- Provide each driver with a copy of the required policy and explain that formal training on the details of the program will follow (if you intend to provide optional driver training). Summarize the policy.

- Provide a summary that explains the requirements set forth in the regulations.
- Have each driver sign the required certificate of receipt form acknowledging receipt of a copy of the policy and the regulation summary. An example form is provided in the appendix at the end of this section.
- Provide an overview of the employer's action plan for implementing the controlled substances use and alcohol misuse policy and discuss the major milestones.
- Provide a schedule, consistent with your action plan, of the formal driver training sessions.

You may wish to include other items in your initial policy orientation sessions. One suggestion is to provide an open forum where top management, company officials, union officials, laboratory representatives, a substance abuse professional, and possibly the MRO can answer questions regarding any aspect of the policy, its implications, testing procedures, or available employee assistance. Be sure that persons answering questions about the policy and regulations are completely knowledgeable concerning all aspects of the program. Generalities, vague answers, opinions, and guesses should be avoided. If a

## Drug and Alcohol Policy

THIS POLICY IS NOT AN EMPLOYMENT CONTRACT OR AN OFFER OF AN EMPLOYMENT CONTRACT.

DRUG AND ALCOHOL POLICY for DOT-covered employees of  
HURON SCHOOL DISTRICT 2-2  
700 Lincoln Avenue NW, Huron South Dakota 57350

### I. PURPOSE

**HURON SCHOOL DISTRICT 2-2** is committed to maintaining a safe, healthful and efficient working environment for all its employees. **HURON SCHOOL DISTRICT 2-2** recognizes that safety problems may be created when employees use controlled substances and/or abuse alcohol. The presence of alcohol and drugs in the workplace, and the influence of those substances on employees during working hours has the potential to pose serious safety and health risks to both the user and to all those who work with him/her. Impairment caused by drugs and alcohol threatens everyone's safety and the success of **HURON SCHOOL DISTRICT 2-2**

**HURON SCHOOL DISTRICT 2-2** will not accept any risk to safety, quality or productivity that may be caused by an employee who uses drugs and/or misuses alcohol. Because even a small amount of such substances may be capable of impairing the user to some degree, it is **HURON SCHOOL DISTRICT 2-2** goal, through this Drug and Alcohol policy, to achieve a workplace that is free of drugs and alcohol. **HURON SCHOOL DISTRICT 2-2** has established this alcohol and controlled substances testing program for its employees who are drivers of **HURON SCHOOL DISTRICT 2-2** Motor Vehicles (CMVs) and who require Commercial Drivers Licenses (CDLs), to meet requirements of the Federal Motor Carrier Safety Administration (FMCSA) and the U.S. Department of Transportation (DOT). The overall goals of this testing program are to ensure a safe and drug-free transportation environment, to reduce the potential for accidents and casualties related to accidents involving **HURON SCHOOL DISTRICT 2-2**-owned vehicles, and to cooperate with the U.S. Department of Transportation and the transportation industry in efforts to eliminate the misuse of alcohol and the illegal use of controlled substances by our drivers. With these objectives in mind, **HURON SCHOOL DISTRICT 2-2** has established the following policy and procedures for DOT -covered employees. Full compliance with this policy is a condition of employment with **HURON SCHOOL DISTRICT 2-2**.

### II. SCOPE

**HURON SCHOOL DISTRICT 2-2** Drug and Alcohol Policy for DOT-Covered Employees applies to all full-time, part-time, and temporary employees who are "covered drivers" as defined in Section V  $\Pi$  [A]. In addition, this policy covers all applicants for positions that require Commercial Drivers Licenses (CDL) for the operating of Commercial Motor Vehicles as described in Section VII [A]. In circumstances not addressed by DOT regulations or in this policy.

### III. REFERENCES

Title 49 CFR Part 382, et al., Federal Motor Carrier Safety Administration (FMCSA) Regulations on Controlled Substances and Alcohol Use and Testing Title 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs.

*Note:* Should there be conflicts between federal regulations and this policy, attributed in part to revisions to the law or changes in interpretations, and when those changes have not been updated or accurately reflected in this policy, the federal law shall prevail.

### IV. DEFINITIONS

• Accident means an occurrence involving a commercial motor vehicle operating on a public road, and/or private roads, in which:

a. There is the loss of human life; or

## Drug and Alcohol Policy

b. The driver receives a citation under State or local law for a moving traffic violation arising from the accident; and

(1) Any involved vehicle sustains disabling damage as defined in this policy; and/or

(2) Anyone receives bodily injury that requires immediate medical treatment away from the accident scene. • Actual knowledge means actual knowledge by an employer that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances, or an employee's admission of alcohol or controlled substance use.

• Adulterated specimen means a specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

• Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol

• Alcohol concentration (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test (BrAC).

• Alcohol screening test means an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen. Alcohol confirmation test. A subsequent test using an EBT, following a screening test with a result of 0.02 or greater, that provides quantitative data about the alcohol concentration.

• Alcohol use means the drinking or swallowing of any beverage, liquid mixture or preparation (including any medication), containing alcohol,

• Breath Alcohol Technician (BAT) is a person who instructs and assists employees in the alcohol testing process and operates an evidential breath testing device. And they are certified and trained to operate an Evidential Breath Testing device (EBT) and who is proficient in breath-testing procedures.

• Canceled test means a drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is otherwise required, by Part 40, to be canceled. A canceled test is neither a positive nor a negative test.

• Collector is a person who instructs and assists employees at a collection site, who receives and makes an initial inspection of the specimen provided by those employees, and who initiates and completes the CCF.

Collection site means a place designated by HURON SCHOOL DISTRICT 2-2 where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of controlled substances, or for purposes of providing a or breath or saliva sample to be analyzed for alcohol concentration.

• Confirmatory test

a. For alcohol testing, a confirmatory test is a second test following a screening test with a result of 0.02 or greater, conducted 15-30 minutes later, that provides quantitative data of alcohol concentration. This test is performed on an Evidential Breath Testing device (EBT), and is conducted by a Breath Alcohol Technician.

b. For controlled substances testing, a confirmatory test is a second analytical procedure to identify the presence of a specific drug or metabolite. This confirmatory test is independent of the initial test and uses a different technique and chemical principle from that of the screening test in order to ensure reliability and accuracy. Confirmation (or confirmatory) validity test. A second test performed on a urine specimen to further support a validity test result.

• Consortium! Third-party administrator (C-TPA) A service agent that provides or coordinates the provision of a variety of drug and alcohol testing services to employers. CITPAs typically perform administrative tasks concerning the operation of the employers' drug and alcohol testing programs. This term includes, but is not limited to, groups of employers who join together to administer, as a single entity, the DOT drug and alcohol testing programs of its members. C/TPAs are not "employers" for purposes of this part.

• Controlled substances means marijuana (THC), cocaine, opiates, phencyclidine (PCP) and amphetamines (including methamphetamines.) and drugs that are mandated by the DOT under CFR 49 Part 40.

## Drug and Alcohol Policy

drug testing under this part, the term employee has the same meaning as the term "donor" as found on CCF and related guidance materials produced by the Department of Health and Human Services.

- Employee Assistance Program (EAP) means a service that provides free and confidential assessment and referral services for employees and family members who are experiencing personal problems, including problems with drugs and alcohol.
- Employer means any person who owns or leases a commercial motor vehicle or who assigns persons to operate such a vehicle. In this policy, employer means HURON SCHOOL DISTRICT 2-2
- FMCSA means Federal Motor Carrier Safety Administration, an Operating Administration of the U.S. Department of Transportation (DOT).
- Initial test (for drugs) means an immunoassay screen to eliminate "negative" urine specimens from further consideration Initial validity test. The/ first test used to determine if a specimen is adulterated, diluted, or substitute
- DER (designated employer representative) means An employee authorized by HURON SCHOOL DISTRICT 2-2 to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements of this part. Service agents cannot act as DERs. (HURON SCHOOL DISTRICT 2-2 primary DER is *Kathie Bostrom with a second DER being Rex Sawvell*.)
- DHHS-approved laboratory means a laboratory that is certified under the U.S. Department of Health and Human Services Mandatory Guidelines for federal workplace drug testing programs. Drug tests for HURON SCHOOL DISTRICT 2-2 drivers will be performed by a DHHS-certified laboratory.
- Dilute specimen means a specimen with creatinine and specific gravity values that are lower than expected for human urine.
- Disabling damage means damage that precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs.

Inclusions. Damage to motor vehicles that could have been driven, but would have been further damaged if so driven.

### Exclusions.

- i. Damage that can be remedied temporarily at the scene of the accident without special tools or parts.
  - ii. Tire disablement without other damage even if no spare tire is available.
  - iii. Headlight or taillight damage.
  - iv. Damage to turn signals, horn, or windshield wipers that make them inoperative.
- DOT rules and regulations includes rules and regulations established by U.S. Department of Transportation (DOT) and Federal Motor Carrier Safety Administration (FMCSA).
  - Driver means any person who operates a commercial motor vehicle. This includes, but is not limited to: Full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to HURON SCHOOL DISTRICT 2-2, or who operate a commercial motor vehicle at the direction of or with the consent of HURON SCHOOL DISTRICT 2-2.
- Drugs. The drugs for which tests are required under this part and DOT agency regulations are marijuana, cocaine, amphetamines, phencyclidine (PCP), and opiates. If there is a changer according to CFR 49 Part 40 HURON SCHOOL DISTRICT 2-2 will follow guidelines.
- Employee. Any person who is designated in a DOT agency regulation as subject to drug testing and/or alcohol testing. The term includes individuals currently performing safety-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing. For purposes of

## Drug and Alcohol Policy

- Injury (for post-accident testing) excludes (i) an occurrence involving only boarding or alighting from a stationary motor vehicle; or (ii) an occurrence involving only the loading or unloading of cargo; or (iii) an occurrence in the course of the operation of a passenger car or a multipurpose passenger vehicle by an employee, unless the motor vehicle is transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be placarded.
- Invalid drug test means a result of a drug test for a urine specimen that contains an unidentified adulterant or an unidentified interfering substance, has abnormal physical characteristics, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing or obtaining a valid drug test result.
- Job applicant means a person, independent contractor, or person working for an independent contractor, who applies to become a driver/employee of HURON SCHOOL DISTRICT 2-2, and includes a person who has received a job offer made contingent on the person passing a drug test.
- Medical Review Officer A person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by HURON SCHOOL DISTRICT 2-2 drug testing program and evaluating medical explanations for certain drug test results.
- Positive Test (alcohol) occurs when a driver's confirmatory test result reads 0.04% BrAC or higher.
- Positive Test (drug) occurs when a driver's confirmatory test or retest result is at or above cut off levels specified by DHHS in DOT rules and regulations, and has been verified by the MRO to be a positive test.
- Primary specimen. In drug testing, the urine specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system; and for the purpose of validity testing. The primary specimen is distinguished from the split specimen, defined in this section
- Random selection means a scientifically valid method for selection of drivers to be tested that results in an equal probability that any driver from a group of drivers subject to the selection mechanism will be selected, and does not give an employer discretion to waive the selection of any employee under the mechanism. Thus, a driver might be selected more than once during a year.
- Reasonable suspicion means a belief that a driver has violated alcohol or controlled substances prohibitions, based on specific, contemporaneous, documentable observations concerning the appearance, behavior, speech, or body odors of that driver. In the case of controlled substances, the observations may include indicators of the chronic and withdrawal effects of controlled substances.
- Refusal to submit to a required alcohol test includes failure to appear for any test, failure to provide a breath or saliva specimen for a required test, failure to remain at the testing site until the testing process is complete, failure to provide a sufficient breath specimen without a medical explanation, failure to undergo a medical examination following inability to provide a sufficient breath specimen, refusal to sign Step 2 of the Alcohol Testing Form, and failure to cooperate with the testing process. • Refusal to submit to a required drug test includes failure to appear for any test within a reasonable time, failure to remain at the collection site until the testing process is complete, refusal to provide a urine specimen for a required drug test, failure to permit a directly observed or monitored collection when required, failure to follow the procedure for observed collection, failure to provide a sufficient amount of urine without a medical explanation, failure to take a second test when required by a collector or this employer, failure to undergo a medical examination following inability to provide a sufficient urine sample, and failure to cooperate with the collection/testing process (including refusing to empty pockets, wash hands etc, at the collection site).
- Safety-sensitive function means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include: a) All time at an employer location, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer; b) All time inspecting equipment as required by Parts 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time; c) All time spent at the driving controls of a commercial motor vehicle in operation; d) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of Part 393.76); e) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and t) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle. A

## Drug and Alcohol Policy

driver is considered to be performing a safety-sensitive functions during any period in which he/she is actually performing, ready to perform, or immediately available to perform safety-sensitive functions.

- Screening test (for alcohol) means an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in a breath specimen.
- Substance Abuse Professional (SAP) means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission [NAADAC] or by the International Certification Reciprocity Consortium! Alcohol & Other Drug Abuse [ICRC]), with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders. A SAP evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.
- Substituted specimen means a specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.
- Testing levels means levels established by the U.S. DHHS, at which a specimen or sample is determined to be either negative or positive, according to 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs.

## V. POLICY / RULES OF CONDUCT

A driver who violates the FMCSA prohibitions of his policy (Section VII[B]), including a refusal to be tested, must be immediately removed from all FMCSA safety-sensitive functions, including driving, in accordance with 49 CFR Part 382.501, FMCSA rules and regulations. Under HURON SCHOOL DISTRICT 2-2 authority, the driver will be immediately terminated from employment if refusal to be tested is determined.

- A. A covered driver may not engage in any of the conduct(s) prohibited in Section VII [B].
- B. An employee/driver who refuses to submit to required testing (see definition of *refusal*), under HURON SCHOOL DISTRICT 2-2, will be treated like a positive test.
- C. Under independent authority, HURON SCHOOL DISTRICT 2-2 prohibits the possession of alcohol, or the sale, purchase, manufacture, possession or transfer of an illegal drug, or being under the influence of alcohol or of an illegal drug, during all work time, including meals and breaks, or at any time while performing job duties.
- D. Under independent authority, **HURON SCHOOL DISTRICT 2-2** prohibits the use of any over-the-counter medication by an employee during working time if such use may detrimentally affect or impair the safety of coworkers, customers or members of the public, or the employee's job performance, or the safe or efficient operation of the **HURON SCHOOL DISTRICT 2-2**, or its property.
- E. A driver who uses prescribed medication(s) will not be permitted or required to operate a Commercial Motor Vehicle until and unless **HURON SCHOOL DISTRICT 2-2** is provided with appropriate authorization from the prescribing licensed medical professional. [See Section VI, Authorized Use of Controlled Substances.]
- F. If a driver is called to duty during the driver's typical "off-duty" time, the driver may report to work only if he/she has not consumed alcohol at any time during the previous four (4) hours. When a driver has used alcohol during four (4) hours prior to his /her providing safety-sensitive duty, he/she will be expected to acknowledge such use at the time he/she is called. If it is not possible for the supervisor to delay the requested start time so as to accommodate FMCSA's pre-duty requirement, the employee will not report to work. If an on-call employee acknowledges the use of alcohol, he/she will be permitted to determine a start time that will comply with the 4-hour prohibition. Under **HURON SCHOOL DISTRICT 2-2** independent authority, no discipline will be taken against an employee who acknowledges his/her use of alcohol during the four (4) hours prior to being called to duty, unless such conduct has the effect of making that employee repeatedly unavailable for duty.
- G. If an employee is concerned about drug and alcohol use by a coworker at work, or of drug trafficking, or of safety or job performance as it relates to another employee's drug and alcohol use, including managers and supervisors, under independent authority such concern may be reported confidentially to

**HURON SCHOOL DISTRICT 2-2 DER.**

**VI. AUTHORIZED USE OF CONTROLLED SUBSTANCES**

If a driver undergoes prescribed medical treatment with a controlled substance, the driver is required to report this treatment to **HURON SCHOOL DISTRICT 2-2 DER**, who will take steps to investigate whether the driver's job assignment could be temporarily changed during the period of treatment or whether other accommodations may be appropriate.

**HURON SCHOOL DISTRICT 2-2** requires a driver to make such notification as soon as possible, and prior to performing a safety-sensitive function, and to provide written documentation from the prescribing licensed medical practitioner that the medication( s) will not affect the driver's ability to safely operate a commercial motor vehicle. **HURON SCHOOL DISTRICT 2-2** reserves the right to obtain an independent medical opinion regarding the potential effects of a prescription or over-the-counter drug on a driver's ability to perform safety-sensitive functions or other aspects of his /her job.

**VII. TESTING FOR CONTROLLED SUBSTANCES AND ALCOHOL**

**HURON SCHOOL DISTRICT 2-2** will conduct controlled substance and alcohol testing of driver/applicants and its driver/employees (including mechanics and management drivers) in compliance with regulations established by the U.S. Department of Transportation (DOT), 49 CFR Part 40 and the Federal Motor Carrier Safety Administration (FMCSA), 49 CFR Part 382.

**A. COVERED DRIVERS:**

In accord with U.S. Department of Transportation FMCSA Regulations, drivers subject to drug and alcohol testing are those employees of **HURON SCHOOL DISTRICT 2-2** who are required to hold a Commercial Driver's License (CDL) and who operate a commercial motor vehicle (CMV), when that vehicle:

- has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
- has a gross vehicle weight rating of 26,001 or more pounds; or
- is designed to transport 16 or more persons including a driver; or
- *is a vehicle of any size* that transports materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103[b]) and which requires the motor vehicle to be placarded under the Hazardous Materials Regulations (40 CFR Part 172, SubpartF).

**B. FMCSA PROHIBITED CONDUCT:**

A driver shall not:

- Report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
- Use alcohol, including medications containing alcohol, while performing safety-sensitive functions.
- Perform safety-sensitive functions within four (4) hours after using alcohol, including the use of medications that contain alcohol.
- Use alcohol for eight (8) hours following an accident, or until the driver has undergone a post accident test, whichever occurs first.
- Refuse to submit to a pre-employment, post-accident, random, reasonable suspicion, or follow up alcohol or drug test.
- Report for duty or remain on duty requiring the performance of safety-sensitive functions when he/she uses any controlled substances, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the driver that the substance does not adversely affect the driver's ability to operate a commercial motor vehicle safely.
- Report for duty, remain on duty, or perform safety-sensitive functions if he/she tests positive for controlled substances. If a driver engages in any of the conduct(s) prohibited in (B) above, the driver is not qualified,



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under FMCSA regulations, to drive a commercial motor vehicle. He/she shall be immediately removed from all safety-sensitive functions including driving.

Under FMCSA regulations, a driver who is found to have an alcohol concentration of 0.02 or greater, but less than 0.04, may not operate or continue to operate a commercial motor vehicle or provide other safety sensitive functions for a twenty-four (24) hour period. Such driver will, under independent authority, be on leave without pay for any hours not worked.

In this regard, under independent authority, **HURON SCHOOL DISTRICT 2-2** will terminate a driver whose alcohol test result is greater than 0.02 but below 0.04 on a third incident in any twelve-month period. A driver who violates the requirements of 49 CFR Part 382 or the requirements of 49 CFR Part 40 is subject to the civil and/or criminal penalty provisions of 49 U.S.C. 521 (b).

### C. REQUIRED TESTING

As provided in FMCSA rules and regulations, a driver who must possess a CDL shall be subject to pre-employment / pre-placement testing (drug only), and random, reasonable suspicion, post accident, return-to-duty and follow-up testing for alcohol and controlled substances.

#### 1. Pre-employment / Pre-placement Testing

Every applicant for a driving position who receives a job offer from **HURON SCHOOL DISTRICT 2-2** must submit to a urine drug test. The offer is contingent on the applicant's providing a negative test result.

Each applicant will be asked whether he/she has tested positive, or refused to be tested, on a DOT pre-employment drug or alcohol test for any DOT employer during the previous two years. An applicant who has previously tested positive, or refused to be tested, will not be considered for employment until or unless he/she successfully completes DOT's return to duty process. (See Section IX, Consequences of Prohibited Conduct).

If the applicant is a new hire, the testing must be completed, and a negative test result must be received, before the driver will be permitted to provide safety-sensitive function. If the pre employment test result is positive, the job offer will be immediately withdrawn, and the applicant will be provided with names, addresses and phone numbers of qualified SAPs. Costs related to SAP services and treatment recommendations will be the responsibility of the applicant. The applicant cannot be reconsidered unless and until he/she completes a SAP assessment and recommended assistance (Section IX, Consequences of Prohibited Conduct).

An applicant who has previously refused to be tested or who provided a positive test result on a DOT pre-employment drug test for any other employer will be expected to report those test results at the time of application. Under **HURON SCHOOL DISTRICT 2-2** independent authority, failure to do so will constitute falsification of application information, and when discovered, will result in removal from consideration for employment, or, if already hired, immediate termination of employment. If an applicant has recently complied with a SAP's recommendations as the result of a violation while working for a previous employer, the applicant's pre-employment test will be considered to also be a Return-to-Duty test. An applicant is required to sign a form authorizing **HURON SCHOOL DISTRICT 2-2** to obtain from all previous employers (in the previous three [3] years) a report of all DOT violations, including positive test results and refusals to be tested. **HURON SCHOOL DISTRICT 2-2** will also request copies of Substance Abuse Professional (SAP) reports related to any of these violations.

An applicant with a violation cannot be hired until **HURON SCHOOL DISTRICT 2-2** has received a SAP's report of compliance, including a follow-up testing requirement. If the applicant is a current employee who is promoted or transferred to a position or assignment that requires the driver to possess a CDL, a negative pre-employment drug test result must be received before the employee assumes the new position or assignment.

When **HURON SCHOOL DISTRICT 2-2** uses but does not employ a driver to operate a Commercial Motor Vehicle more than once a year, the driver will be required to provide authorization for **HURON SCHOOL DISTRICT 2-2** to obtain verification at least once every six (6) months that the driver is participating in a qualified drug and alcohol testing program, that there have been no refusals to be tested for alcohol or controlled substances, the dates the driver was last tested for alcohol and/or controlled substances, the results of any tests within the previous six (6) months, and, under **HURON SCHOOL DISTRICT 2-2** independent authority, any *other* violation of prohibited conduct as defined in Section VII(B) above. If **HURON SCHOOL DISTRICT**

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2-2 is unable to satisfactorily obtain this information, the driver will be required to submit to a pre-employment drug test with a negative test result prior to being permitted to or requested to provide safety sensitive functions on **HURON SCHOOL DISTRICT 2-2** behalf, and will then be included in **HURON SCHOOL DISTRICT 2-2** random testing pool.

### 2. Post-accident Testing

As soon as possible following an accident involving a commercial motor vehicle on a public highway, (See Section IV, Definitions), the surviving FMCSA driver(s) involved in the accident must be tested for alcohol and controlled substances.

- a. A post-accident alcohol test, when required, must be administered as soon as possible, but within eight (8) hours following the accident. If testing is required but is not conducted within two (2) hours, the reasons the test was not conducted must be documented. If testing is required but is not able to be conducted within the next six (6) hours, the reasons the test was not conducted must again be documented. After eight (8) hours, there will be no more attempts to conduct an alcohol test.
- b. A post-accident drug test, when required, must be administered as soon as possible, but within thirty-two (32) hours following the accident. If testing is required but is not able to be conducted within thirty-two (32) hours, the reasons the test was not conducted must be documented. After thirty-two (32) hours, there will be no more attempts to conduct a drug test.
- c. A driver who is subject to post-accident testing shall remain readily available for such testing. If the driver is not available for any reason, except for leaving the accident scene for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care, **HURON SCHOOL DISTRICT 2-2** will consider the driver to have refused to submit to testing, and to go for evaluation by SAP. After a driver has submitted to a post-accident test, he/she will be permitted to return immediately to safety-sensitive functions only if a negative test

Result is received. If the test result is positive, under independent authority the driver will be immediately referred to a SAP. Even if highway enforcement or other officials conduct a drug or alcohol test following an accident, drivers are still subject to DOT testing under these employer rules. In the event that federal, state, or local officials conduct breath or blood tests for the use of alcohol and/or urine tests for the use of controlled substances following an accident, and a DOT test is required but is not able to be conducted, the tests conducted by law enforcement may meet the requirement of this section, provided those tests conform to applicable federal, state, or local requirements. **HURON SCHOOL DISTRICT 2-2** will request test results and other pertinent documentation from such agencies or law enforcement authorities, and will require the driver to sign a release allowing **HURON SCHOOL DISTRICT 2-2** to obtain such information.

In the event that a driver is so seriously injured that the driver cannot provide a sample of urine or breath at the time of the accident, **HURON SCHOOL DISTRICT 2-2** requires that the driver provide necessary authorization for **HURON SCHOOL DISTRICT 2-2** to obtain hospital records or other documents that would indicate whether controlled substances or alcohol were present (and the resulting levels) in the driver's body at the time of the accident

### 3. Random Testing

A percentage of drivers will be subject to random alcohol and drug testing each year. The percentage of drivers to be tested will be as determined annually by FMCSA and published in the Federal Register every January. (At the effective date of this policy, the minimum annual percentages are ten [10] percent of the average number of driver positions for alcohol testing, and twenty five (25) percent of the average number of driver positions for drug testing.) Selections of drivers to be tested shall be done by a scientifically valid method that provides that each driver will have an equal chance of being selected each time that selections are made. Thus, a driver might be selected more than once during a year.

- a. Random tests will be unannounced; the dates for random tests will be spread throughout the work year.
- b. A driver who is selected for random testing will be required to report to the collection site immediately upon notification. If the driver engages in conduct that does not lead to a collection as soon as possible after notification, such conduct may be considered as a refusal to submit to a test. The driver will be in a duty status (paid) from the time he/she leaves to go to the collection site until the time he/she returns from the collection site.
- c. A random test for alcohol shall be scheduled to occur only just prior to, during, or just after performing a safety-sensitive function, or at any time that the driver is in readiness to provide safety-sensitive

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- function.
- d. A random test for controlled substances can be scheduled at any time the driver is on duty, and is not related to when the driver is performing safety-sensitive function.
- e. An employee who has been selected for random testing must be tested in that testing period. FMCSA regulations do not permit a replacement to be named if the selected employee is unavailable for testing.
- f. **HURON SCHOOL DISTRICT 2-2** will maintain participation in a qualified consortium for its random selection process.

### 4. Reasonable Suspicion Testing

**HURON SCHOOL DISTRICT 2-2** shall require an employee to submit to drug and/or alcohol testing for reasonable suspicion when a supervisor has reason to believe that an employee has engaged in prohibited conduct (See Section VII[B], Prohibited Conduct), based on observation of the employee's appearance, behavior, speech, and/or body odor.

Such employee conduct must be witnessed and documented by a supervisor who has been trained in compliance with FMCSA rules and regulations. Should a supervisor determine that an employee might have violated a prohibition of these regulations, the employee must submit to testing. Documentation is required for both drug and alcohol reasonable suspicion. Documentation for a drug test must be signed and submitted to the DER within 24 hours, and for an alcohol test, prior to the conducting of the alcohol test. Observation and testing for reasonable suspicion for controlled substances use can occur at any time the employee is on duty, and is not related to when he/she performs safety sensitive functions. A trained supervisor's determination will be based on contemporaneous and articulable observations. An employee's appearance, behavior, speech and/ An employee who is suspected of controlled substances use must be immediately withdrawn from safety-sensitive functions and is required to undergo drug testing.

Observation and testing for reasonable suspicion for alcohol use can occur only just prior to, during, or just after the employee's performance of safety-sensitive function, or at any time that the employee is in readiness to provide safety-sensitive function. A trained supervisor's determination of suspected alcohol use will be based on an employee's appearance, behavior, speech and/or body odor. An employee who is suspected of alcohol misuse must be immediately withdrawn from safety-sensitive functions and cannot return unless an alcohol test has been conducted with an alcohol concentration that measures less than 0.02, or (if no test is conducted) twenty-four (24) hours have elapsed since the reasonable suspicion determination occurred. An alcohol test for reasonable suspicion should be administered within the first two (2) hours, or within the next six (6) hours, but no more than eight (8) hours after the initial observation occurred. If alcohol testing is not conducted within two (2) hours, the reasons the test was not conducted must be documented. If alcohol testing then is not conducted within the next six (6) hours, the reasons the test was not conducted must again be documented. After eight (8) hours, there will be no more attempts to conduct an alcohol test. If no alcohol test is conducted at all, the driver cannot perform safety-sensitive functions until twenty four (24) hours have elapsed following the original determination of reasonable suspicion of alcohol use. If this employee must return to safety sensitive functions before 24 hours have passed, he/she may do so only after taking another alcohol test and receiving a test result below 0.02.

### 5. Return-to-Duty Testing

DOT and FMCSA regulations require an employee to provide a negative result on a return-to-duty test. All urine drug collections will be conducted as an observed collection following DOT guidelines procedures.

### 6. Follow-up Testing

A driver who returns to duty after complying with the recommendation(s) of a Substance Abuse Professional, and after providing a negative result on a Return-to-Duty test, is subject to unannounced follow-up alcohol and/or controlled substances testing as directed by the Substance Abuse Professional. Follow-up testing may be scheduled for a period of up to sixty (60) months, and must include no fewer than six (6) tests to be conducted in the first twelve (12) months after the employee's return-to-duty date.

Follow-up alcohol testing shall be conducted only just prior to, during, or just after the driver's performance of safety-sensitive functions, or when the driver is in readiness to perform safety sensitive function. All urine drug collections will be conducted as an observed collection following DOT guidelines procedures. **HURON SCHOOL DISTRICT 2-2** requires that the cost of all follow-up tests will be paid by the driver.

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If a newly-hired driver is subject to follow-up testing from a previous violation while working for a previous employer, that driver will be responsible for the cost of any remaining follow-up tests as required by the Substance Abuse Professional and must be paid by certified check, credit card or cash at the time of the service.

- D. GENERAL TESTING INFORMATION (STANDARDS AND INTEGRITY OF THE TESTING PROCESS)
1. All tests shall be conducted as specified in U. S. Department of Transportation's 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs.
  2. An applicant or driver has the right to request and receive from a copy of the test result report on any drug or alcohol test for which he/she provided a urine or breath sample. The request, in writing, should be addressed to the DER for alcohol test results, and to the MRO for drug test results.
  3. Collection and testing procedures will be such as to protect the driver and the integrity of the testing process, safeguard the validity of the test results, and ensure that test results are attributed to the correct driver.
  4. When an employee is required to obtain a medical examination by a medical specialist (related to inability to provide a sufficient breath or urine specimen), **HURON SCHOOL DISTRICT 2-2** will not be responsible for any costs associated with that examination
- E. ALCOHOL TESTING AND THE REPORTING OF TEST RESULTS
1. Alcohol tests (screening and confirmatory) will be performed on a device that appears on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List (CPL) and that meets the DOT's testing requirements.
  2. When a specific time for an employee's test has been scheduled, and the employee does not appear at the collection site at the scheduled time, the BAT will contact our DER, who may determine that the employee has refused to be tested.
  3. For alcohol testing (screening and confirmatory), a breath sample will be collected and analyzed by a Breath Alcohol Technician (BAT) using an Evidential Breath Testing device (EBT).
  4. If the result of the screening test indicates an alcohol concentration of 0.02 or greater, a Breath Alcohol Technician (BAT) will perform a confirmatory test, no less than fifteen (15) and no more than thirty (30) minutes after the completion of the screening test.
  5. When the confirmatory test is positive (0.04 and above, BrAC), the Breath Alcohol Technician (BAT) shall immediately notify **HURON SCHOOL DISTRICT 2-2** DER.
  6. Random, reasonable suspicion and follow-up alcohol testing must be done just before, during, or just after a driver performs safety-sensitive function, or at any time the driver is in readiness to perform safety-sensitive function.
  7. Results of additional tests arranged by an employee, or requested by a medical practitioner, will not be considered. This includes testing of blood samples, hair samples, DNA, or any other testing methods or protocols.
- F. CONTROLLED SUBSTANCES TESTING, THE MRO PROCESS AND THE REPORTING OF TEST RESULTS
1. All controlled substances testing specimens shall be analyzed by a laboratory that is approved by the U. S. Department of Health and Human Services (DHHS), and that observes applicable chain-of-custody procedures.
  2. When a specific time for an employee's test has been scheduled, and the employee does not appear at the collection site at the scheduled time, the collection site personnel will contact our DER, who may determine that the employee has refused to be tested.
  3. At the collection site, the employee will be required to empty his/her pockets and display the items in them. A refusal to empty all pockets as directed by the collector will be a refusal to be tested.
  4. If the laboratory reported to the MRO on previous urine drug collections that a specimen was invalid and the MRO reported to **HURON SCHOOL DISTRICT 2-2** that there was not an adequate medical explanation for the result; or The MRO reported to **HURON SCHOOL DISTRICT 2-2** that the original positive, adulterated, or substituted result had to be cancelled because the test of the split specimen could not be performed; or The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen to **HURON SCHOOL DISTRICT 2-2** as negative-dilute and that a second collection must take place under direct observation **HURON SCHOOL DISTRICT 2-2** must direct a collection under direct

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observation of an employee if the drug test is a return-to-duty test or a follow up test.

If during a collection the collector gets a urine specimen temperature outside the acceptable range (90 - 100 degrees F) or when the collector observed materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen. The collector must immediately require a new collection, under direct observation. The first specimen will be submitted to the laboratory and a second specimen will be collected. An employee who refuses to provide a second specimen, or who refuses to permit a direct observation collection, will be determined to have refused to be tested.

The direct observation has to be the same gender and procedure is as follows: the employee will be requested to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and underpants to show you, by turning around, that they do not have a prosthetic device. After determined that the employee does not have such a device, they will permit the employee to return clothing to its proper position for observed urination.

The observer must watch the employee urinate into the collection container. Specifically, watching the urine go from the employee's body into the collection container.

5. The DHHS-approved testing laboratory shall forward the results of every drug test to a **HURON SCHOOL DISTRICT 2-2**-designated Medical Review Officer (MRO) for review.
6. If the test result is negative, the result will be reported by the MRO to **HURON SCHOOL DISTRICT 2-2 DER**.
7. If the test result is confirmed positive, adulterated, substituted or invalid, the employee will be given an opportunity to discuss the test result with the MRO.
8. If the test result is verified as positive, or as a refusal to test because of adulteration or substitution, the MRO shall inform the employee of his/her right to request a retest of the same specimen at a different DHHS-approved laboratory, and of the process for doing so. Such request must be made by the employee within seventy-two (72) hours of the employee having been informed of a verified positive test result.
9. **HURON SCHOOL DISTRICT 2-2** requires that the cost of a retest shall be done by the driver, and will be deducted from the driver's subsequent paycheck.
10. If, after making 3 attempts in a 24-hour period, the MRO is not able to contact the driver, the MRO shall report to **HURON SCHOOL DISTRICT 2-2DER** that all reasonable efforts have been made to contact the driver, without success. The DER shall then, as soon as practicable, ask the driver to contact the MRO within the next seventy-two (72) hours, and shall apprise the MRO that the driver has been so notified.
11. The MRO may verify a test as positive without communicating with the driver if:
  - a. The driver expressly declines the opportunity to discuss the test result; or
  - b. **HURON SCHOOL DISTRICT 2-2DER** has successfully made and documented a contact with the driver and instructed the driver to contact the MRO and more than 72 hours have passed since the time the employee was successfully contacted by the DER; or
  - c. Neither the MRO nor the DER, after making all reasonable efforts, has been able to contact the employee within 10 days of the date on which the MRO receives the confirmed positive test result from the laboratory.
12. If a test is verified positive under the circumstances specified in # 11 (b,c) above, the employee may, within 60 days, present to the MRO information documenting that serious illness, injury or other circumstances unavoidably prevented the employee from being contacted by the MRO or DER, or from contacting the MRO, as applicable, within the times provided. The MRO, on the basis of such information, may reopen the verification, allowing the employee to present information concerning a legitimate explanation for the confirmed positive test. If the MRO concludes that there is a legitimate explanation, the MRO will declare the test to be negative.
13. When a required drug test (pre-employment, return-to-duty, or follow-up) is cancelled, the employee will be required to immediately take another test, with minimum advance notice.
14. Results of additional tests that are arranged by an employee, or requested by a medical practitioner, will not be considered. This includes testing of blood samples, hair samples, DNA, or any other testing methods or protocols.
15. A negative dilute drug test result, or the report of an invalid specimen, will result in the employee's being required to immediately take another test, with minimum advance notice.
16. If, in the MRO's opinion, the employee provides information that medically disqualifies the employee from providing safety-sensitive functions, or that causes the MRO to have concern about the employee's ability to safely perform his/her safety-sensitive duties, the MRO is required to give that information to our DER.

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17. After verifying the test results, the MRO shall report the test results in a confidential manner to **HURON SCHOOL DISTRICT 2-2DER**. The MRO's report will include:
  - a. The driver's name and Social Security # or employee ID #;
  - b. The date of the collection;
  - c. The reason for the test (e.g., random, post-accident, etc.);
  - d. The test results will be reported as either positive (with the identity of the specific controlled substance), negative, dilute, refusal to test, or canceled, and the date the result was verified by the MRO.
18. A required Return-to-Duty drug test must be completed, with a negative test result, prior to a driver returning to performing any safety-sensitive function.

### **VIII. TEST RECORDS**

Records pertaining to the alcohol and controlled substances testing program shall be maintained in secured and locked confidential files in Human Resources. Access to these records shall be limited to management officials on a need-to-know basis, as determined by Human Resources. Records and report data shall be maintained as specified in FMCSA's rules and regulations. Except as required by law or expressly authorized or required by FMCSA's rules and regulations, driver testing information maintained under the alcohol and controlled substances testing program will be released only to the driver (on written request), or to an identified person as directed by the specific, written consent of the driver authorizing the release of the information.

### **IX. CONSEQUENCES OF PROHIBITED CONDUCT**

When a DER receives notice of a driver's verified positive drug or alcohol test result, or of a verified refusal to be tested, or of any other violation of DOT rules (See Section VII[B], Prohibited Conduct), the driver will be immediately removed from all FMCSA safety-sensitive functions (see definition), including driving, and will be immediately referred to a SAP. The employee will receive, from the DER, the name, address and phone number of a qualified SAP. If a driver refuses to submit to testing, HURON SCHOOL DISTRICT 2-2 will consider the driver to have voluntarily resigned.

### **X. EDUCATION AND TRAINING**

Any employee who has questions or concerns regarding this policy may seek clarification and further details from HURON SCHOOL DISTRICT 2-2. Educational materials, including a copy of this policy, and information concerning the effects of alcohol and controlled substances use on an individual's health, work and personal life, signs and symptoms of an alcohol or controlled substances problem (the driver's or a coworker's) and available methods for intervening when an alcohol or controlled substances problem is suspected, will be provided to each driver.

Additional materials may be requested and answers to questions about the materials may be obtained by contacting HURON SCHOOL DISTRICT 2-2.

Supervisors who are designated to determine whether or not reasonable suspicion exists and who then order a DOT FMCSA-driver to undergo testing under FMCSA rules and regulations, will receive at least 60 minutes of training on recognizing alcohol misuse, and at least 60 minutes of training on recognizing controlled substances use. The training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

All supervisors who participate in training will be given a certificate of completion of such training. The original certificate will be kept in HURON SCHOOL DISTRICT 2-2 records, and a copy will be provided to each supervisor for his/her own records, when requested.

### **XI. OTHER CONSEQUENCES**

Drug and Alcohol Policy

*THIS DRUG AND ALCOHOL POLICY IS NOT AN EMPLOYMENT CONTRACT, OR AN OFFER OF AN EMPLOYMENT CONTRACT.*

**HURON SCHOOL DISTRICT 2-2**

Documentation of receiving this Drug and Alcohol Policy

DATE

Huron School District 2-2 Huron School District 2-2

Employee Name:

\_\_\_\_\_  
Signature of employee

\_\_\_\_\_  
Signature of employer

# HURON PUBLIC SCHOOLS

Phone: 605-353-6990  
Fax: 605-353-6994

150 5<sup>th</sup> SW, PO Box 949  
Huron, SD 57350-0949  
[Terry.Nebelsick@k12.sd.us](mailto:Terry.Nebelsick@k12.sd.us)

**TERRY D. NEBELSICK, Ed.S**  
Superintendent of Schools

April 26, 2016  
Negotiations Certified – Draft #1

TO: OFFICERS – HURON EDUCATION ASSOCIATION

FROM: HURON SCHOOL BOARD MEMBERS  
Terry Nebelsick, Superintendent  
Kelly Christopherson, Business Manager  
Rodney Freeman, School Attorney

SUBJECT: Negotiations Settlement – April 26, 2016

The following list contains items the School Board placed on the negotiations table for discussion:

- |  |   |
|--|---|
| 1) Policy GCBC-1 (N)   | Health Insurance/Benefit Package  |
| 2) Policy GCBA-3 (N)   | Professional Staff Contracts & Compensation Plans/Administration (Formula)        |
| 3) Policy GCBA-1 (N)   | Professional Staff Hiring Schedule 2015-2016                                      |
| 4) Policy GCBA-2 (N)   | Extra Duty Schedule   |
| 5) Policy GCBA-4 (N)   | Professional Staff Contracts & Compensation Plan/Teachers (Advancement in Salary) |
| 6) Policy GCPC-2014 (N)  | Retirement of Professional Staff (Recruitment and Retention Incentive)            |
| 7) Permission to negotiate other negotiated policies (N) that come up during the negotiations process with both parties having the right to limit the negotiations to the items shared in the February 22 <sup>nd</sup> packet exchange. |   |



## PROFESSIONAL STAFF FRINGE BENEFITS

### 2016-2017 Insurance

#### Health Insurance

The board of education participates in a group insurance plan covering hospital, surgical, and medical costs. For each certified employee who is employed for at least 75% of a full-time contract, the school district will pay \$633.60 per month for a single premium, the employee pays \$ 70.40. The school district will pay \$1,056 per month for a family premium; the employee will pay \$704. If the employee chooses the Employee + 1 premium, the school district pays \$844.80 and the employee pays \$563.20. If the district employs both husband and wife for at least 75% of a full-time contract, each employee will pay \$70.40 per month for family coverage. Employees on a 50% to 74% contract will receive one-half the above listed benefit contributed to the group insurance plan. Employees on a less than 50% contract will receive no insurance benefits from the district. Premium increases will take effect July 1<sup>st</sup> of each year.

#### Dental Insurance

The board of education participates in a group insurance plan covering dental costs. The school district will pay up to the amount of a single premium per year for each certified employee who is employed for at least 75% of a full-time contract. (If the employee chooses to include dependents in his/her plan, he/she must pay the difference in the single and the family premium.) Employees on a 50% to 74% contract will have one-half of the single premium contributed to the group dental plan. Employees on less than a 50% contract will receive no insurance benefits from the district.

#### Term Life Insurance

The school district will pay the cost of a single premium or a family premium on a term life insurance policy. Employees on a 50% to 74% contract will have one-half the benefit contributed on a term life insurance policy. Employees on less than a 50% contract will receive no benefits from the district.

The beneficiary amount of the policy shall be \$15,000, plus double indemnity coverage.

There shall be an Employee Insurance Group Committee composed of five (5) teachers, one board member, one administrator, one secretary, and one custodian, which shall make recommendations to the board of education relative to the group insurance carrier and coverage. Under no circumstances shall recommendations be made to the board of education to change group insurance carriers without competitive quotes having been made utilizing the school business manager's normal advertising procedure.

#### Activity Passes

Employees will receive an activity pass which admits the employee & significant other, and any children living in the household, who accompany the employee to the event. The pass does not admit anyone to fund-raising activities nor to SDHSAA playoff events.

Professional Staff Hiring Schedule  
2016-2017

YEAR EXP	15-16	16-17	BA+15 (MA)	MA	ED.S	ED.D/PH.D	Wellness
			<b>\$1,500</b>	<b>\$3,000</b>	<b>\$6,000</b>	<b>\$9,000</b>	<b>\$500</b>
0	\$36,187	\$41,967	\$43,467	\$44,967	\$47,967	\$50,967	\$500
1	\$36,360	\$42,087	\$43,587	\$45,087	\$48,087	\$51,087	\$500
2	\$36,484	\$42,260	\$43,760	\$45,260	\$48,260	\$51,260	\$500
3	\$36,609	\$42,384	\$43,884	\$45,384	\$48,384	\$51,384	\$500
4	\$36,756	\$42,509	\$44,009	\$45,509	\$48,509	\$51,509	\$500
5	\$36,810	\$42,656	\$44,156	\$45,656	\$48,656	\$51,656	\$500
6	\$36,810	\$42,710	\$44,210	\$45,710	\$48,710	\$51,710	\$500
7	\$36,864	\$42,710	\$44,210	\$45,710	\$48,710	\$51,710	\$500
8	\$37,076	\$42,764	\$44,264	\$45,764	\$48,764	\$51,764	\$500
9	\$37,201	\$42,976	\$44,476	\$45,976	\$48,976	\$51,976	\$500
10	\$37,348	\$43,101	\$44,601	\$46,101	\$49,101	\$52,101	\$500
11	\$37,478	\$43,248	\$44,748	\$46,248	\$49,248	\$52,248	\$500
12	\$37,943	\$43,378	\$44,878	\$46,378	\$49,378	\$52,378	\$500
13	\$38,407	\$43,843	\$45,343	\$46,843	\$49,843	\$52,843	\$500
14	\$38,871	\$44,307	\$45,807	\$47,307	\$50,307	\$53,307	\$500
15	\$39,335	\$44,771	\$46,271	\$47,771	\$50,771	\$53,771	\$500
16	\$39,799	\$45,235	\$46,735	\$48,235	\$51,235	\$54,235	\$500
17	\$40,263	\$45,699	\$47,199	\$48,699	\$51,699	\$54,699	\$500
18	\$40,727	\$46,163	\$47,663	\$49,163	\$52,163	\$55,163	\$500
19	\$41,191	\$46,627	\$48,127	\$49,627	\$52,627	\$55,627	\$500
20	\$41,656	\$47,091	\$48,591	\$50,091	\$53,091	\$56,091	\$500

**Note: Formula(s) for advancing hiring schedule each year:**

**Formula A - When raises are % or teachers**

**pay:**

Step 0 of new schedule = (% raise x .90) \* Step 0 + Step 0

Step 1 of new schedule = % raise x Step 0 + Step 0

Step 2 of new schedule = % raise x Step 1 + Step 1

Step 3 of new schedule = % raise x Step 2 + Step 2

Step 4 of new schedule = % raise x Step 3 + Step 3

**Formula B - When raises are flat dollar amount for each teacher:**

Raise = Total \$ available for raise divide by # FTE = Flat \$ Amount per Full time Teacher

Step 0 of new schedule = (\$ raise x .90) + Step 0

Step 1 of new schedule = \$ raise + Step 0

Step 2 of new schedule = \$ raise + Step 1

Step 3 of new schedule = \$ raise + Step 2

Step 4 of new schedule = \$ raise + Step 3

**Formula C - Used in 2016 to reflect Leg Ed Package - Flat rate - New teach = Raise - \$120.00**

**EXTRA DUTY SCHEDULE**

GCBA-2 (N)

**2016-2017**

The base salary for calculation of extra duty salary includes both the salary increase and the wellness incentive. To determine the point value for extra duty salaries, each point will equal 1.3 percent of the extra duty base salary. The extra duty base salary represents the previous year’s extra duty base salary plus the full % raise teachers received. **2016-17 = \$\_\_\_\_\_ (15-16 extra duty base) x \_\_\_\_\_% = \$487 \* 5% = \$512 per unit.** The extra duty base salary will increase at a rate equal to the average teacher salary increase. **The extra duty base salary is not the base salary on the teacher hiring schedule. 2016-17 ONLY – The extra duty base salary will increase by 5%.**

POSITION	POINTS	SALARY 2016-17
FOOTBALL		
Varsity – Head	13	\$
Varsity – Assistant	8	\$
Sophomore	8	\$
9 <sup>th</sup> Grade	6.5	\$
8 <sup>th</sup> Grade	5.5	\$
7 <sup>th</sup> Grade	5.5	\$
BASKETBALL		
Varsity – Head	14	\$
Varsity – Assistant	8	\$
Sophomore	8	\$
9 <sup>th</sup> Grade	7	\$
7-8 <sup>th</sup> Extramural	6	\$
WRESTLING		
Varsity – Head	13	\$

Varsity – Assistant	8	\$
Middle School – Head	6	\$
Middle School – Assistant	5	\$
Combination MS/HS Assistant	4	\$
TRACK		
Varsity – Head (boys & girls)	13	\$
Varsity – Assistant	8	\$
7-8 <sup>th</sup> Grade	4.5	\$
CROSS COUNTRY		
Varsity – Head (boys & girls)	9	\$
Varsity – Assistant	6	\$
SOCCER		
Varsity – Head (boys & girls)	9	\$
Varsity – Assistant	6	\$
TENNIS		
Varsity	8	\$
Assistant Varsity	5	\$
GOLF		
Varsity	8	\$
Assistant Varsity	5	\$
<b>POSITION</b>	<b>POINTS</b>	<b>SALARY 2016-17</b>
GYMNASTICS		
Varsity – Head	13	\$
Varsity – Assistant	8	\$
VOLLEYBALL		
Varsity – Head	13	\$

Varsity – Assistant	8	\$
9 <sup>th</sup> Grade	7	\$
7-8 <sup>th</sup> Grade	6	\$
CHEER/DANCE		
Head Competitive Cheer	8.5	\$
Fall Sideline Advisor	1	\$
Winter Sideline Advisor w/o Wrest	3.25	\$
Winter Sideline Advisor w Wrestling	4.25	\$
Assistant Competitive Cheer	5.5	\$
Head Competitive Dance	8.5	\$
Assistant Competitive Dance	5.5	\$
ATHLETIC TRAINER		
Head/3 Seasons (Points per season)	8	\$
Asst./ 3 Seasons (Points per season)	6	\$
HS STUDENT SENATE	4	\$
MS STUDENT SENATE	3	\$
SPECIAL OLYMPICS COACH	6	\$
COLONY TEACHERS	2.5	\$
OUR HOME TEACHERS	1	\$
STRENGTH & CONDITIONING		
Each Season	3	\$
HIGH SCHOOL		
Vocal Music Director	8.5	\$
Band Director	11	\$
Summer Band	3	\$
Marching Band Assistants	8	\$

Musical Production Advisor		
(as needed)	4	\$
Musical Orchestra Advisor		
(as needed)	2	\$
All-School Orchestra Director	9	\$
Debate Director	13	\$
Debate Assistant	8	\$
One-Act Play	4	\$
Assistant Director/1-Act Play	3	\$
Three-Act Play	4	\$
Assistant Director/3-Act Play	3	\$
Oral Interp/Per Division	1.75	\$
Yearbook Advisor	7	\$
Newspaper Advisor	7	\$
FFA Advisor	3	\$
FBLA Advisor	3	\$
<b>POSITION</b>	<b>POINTS</b>	<b>SALARY 2016-17</b>
Video Productions	3	\$
Quiz Bowl Advisor	3	\$
Key Club Sponsor		
(½ to be paid by the district		
½ to be paid by Kiwanis Club)	3	\$
National Honor Society	3	\$
International Club	3	\$
Pep Club	3	\$
MIDDLE SCHOOL		

Band Director	6.5	\$
Vocal Music Director	4.5	\$
MS Play	3	\$
Tiger Cub Follies	1.5	\$
Oral Interp	3	\$
Newspaper Advisor	2.5	\$
Memory Book	2.5	\$

**WORK ASSIGNMENTS FOR ATHLETIC EVENTS:**

Workers will be paid \$25 per session for working at varsity football, basketball, wrestling, gymnastics, volleyball, cross country, and track. Workers will be paid \$28 per session for working at “AA” district/regional, “A” and “B” regional and state tournaments in all of the above sports.

A session is defined as an event scheduled to last approximately 3 hours. Some events will count as 1/2 credit. A complete listing of events is available in the activities director’s office, the business manager’s office, and each building.

**WORK ASSIGNMENTS FOR BENCH HELP:**

Bench help, defined as main clock operator and scorers, will be paid \$30 per session for working at varsity football, basketball, wrestling, gymnastics, and volleyball.

Bench help will be paid \$35 per session for working “AA” district/regional, “A” and “B” regional tournaments in all of the above sports.

Bench help will be paid \$40 per session for working state tournaments in all of the above sports.

Bench help for cross country will be paid only for ESD, Huron Invitational, and state meets.

**DRIVER EDUCATION SALARY:**

Salary for driver education is \$27.40 per hour. The driver education instructor’s base pay will increase at a rate equal to the average teacher salary increase each year. 2016-17 ONLY – The driver education instructor’s base pay will increase 5 %.

## LONGEVITY SCHEDULE

In addition to the base extra duty allowance, the following experience schedule will apply: (effective date - 1981-82 school year)

EXPERIENCE STEP	EXTRA ALLOWANCE
0	1.00 x extra duty salary
1	1.02 x extra duty salary
2	1.04 x extra duty salary
3	1.06 x extra duty salary
4	1.08 x extra duty salary
5	1.10 x extra duty salary
6	1.12 x extra duty salary
7	1.14 x extra duty salary
8	1.16 x extra duty salary
9	1.18 x extra duty salary
10	1.20 x extra duty salary

All extra duty assignments will start on Step 0 in 1980-81. The second year (1981-82) of experience in the particular coaching area will advance the contract to Step 1, etc. Credited experience for teachers new to the system will be at the discretion of the board of education or its designee.

Experience will apply only in the specific activity.



**PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLAN/TEACHERS**

(Advancement in Salary)

**A. Advancement on the Schedule**

Individual contracts will be modified to reflect qualified changes every year effective at the beginning of the school year, provided the superintendent's office has been notified no later than September 1 of each year. The teacher must provide proof of credits in the form of an official transcript reflecting newly earned credits. A teacher's salary would be advanced as graduate courses/degrees are acquired as specified below:

BA/BS + 15	+ \$1,500	Above BA
MA/MS	\$3,000	Above BA
Ed. Specialist	\$6,000	Above BA
Ed. Doctorate	\$9,000	Above BA

**Note: There is no additional compensation for a second BA or a second MA**

**NOTE – CAREER RECOGNITION MOVED TO GCPC -2014 (N) – Recruitment and Retention**

- B. In order to promote master level educators, all education master's degree programs to include, but not limited to, counseling and guidance, special education, health and physical education, curriculum and instruction, educational administration, and the staff member's field of study will be accepted.

If the district pays no expenses, approved credit may be used for salary advancement.

- C. Any teacher who changes assignments (extra-curricular assignment not included) at the request of the school administration or board of education will retain his/her salary. All conditions relative to the change of assignment will be in writing and signed by both the superintendent and the teacher affected by the transfer. One copy of this correspondence will be given to the teacher; the other copy will be placed in the teacher's file.
- D. All base salary increases must be rounded to the nearest \$25 increments.
- E. Teachers who have National Board Certification will receive \$1,000 per year from local funds for the life of the National Board certification.

**RETIREMENT OF PROFESSIONAL STAFF  
(Recruitment and Retention Incentive)**

- A. Full-time employees, (to include former full-time, continuing contract teachers who have been reduced to part-time status at the request of the board of education), electing retirement may qualify for the recruitment and retention incentive payment if they meet the requirements of this policy as noted in paragraph (C).
- B. The recruitment and retention incentive payment is based on the qualifying employee's contractual salary, excluding extra duty, career recognition, etc.; he/she is receiving during his/her last full year of employment, **provided that the employee has been in the same pay classification for the past ten years. In the case of an employee moving up or down in classification during the previous 10 years, payments will be based on the following:**
- Final annual salary x # of years at classification**  
plus  
**Final annual salary at all previous classifications x # of years in each classification, divided by 10.**

In the case of employees reduced by the board of education to less than full time, payments will be based on the full-time contractual salary. The amount of the payment will be a percentage of the salary; determined by when the superintendent is given written notification of the employee's intent to retire before September 1 of the next school year. See the chart below.

Before January 1	80%
During January	75%
During February	73%
March 1-15	70%
After March 15	65%

- C. In order to qualify for the recruitment and retention incentive payment, and except as noted in paragraph (F), the employee must have completed a minimum of fifteen (15) years of full-time consecutive service (as defined above) to the district while at the same time reaching age 60-62 simultaneously, and the employee must have completed his/her last full year of employment unless the employee is unable to complete his/her last full year of employment due to serious health/medical problems or disability in which the employee would remain eligible. Employees shall be eligible for the recruitment and retention incentive payment only once.
- Employees who are not yet age 60 but will be reaching the age of 60 prior to September 1 of the next school year are eligible to submit, in writing, a binding intent to retire and take the recruitment and retention incentive payment, effective on the date that the retiring employee reaches age 60.
- Employees reaching the age of 62 prior to September 1 of the next school year must submit, in writing, a binding intent to retire and take the recruitment and retention incentive payment, or forfeit the benefit. Any employee employed on September 1 and having reached age 62 is no longer eligible to receive the recruitment and retention incentive payment.

- D. All retiring employees will receive the balance of their contractual salary on their last day of employment with the Huron school district.  
If the employee elects retirement during the summer months, payment will be made within forty-five (45) days from the time the employee submits to the superintendent, in writing, a binding intent to retire and take the recruitment and retention incentive payment. However, if retirement is requested during the regular school term, payment will be made the last day of employment with the Huron school district.
- E. The payment of this benefit will be made to the South Dakota Retirement Special Pay Plan on behalf of the employee.
- F. Should the employee, who elects to receive the benefits contained herein, die before receiving all such benefits, the school district shall pay the full amount of the undistributed benefits to the deceased employee's estate within thirty (30) days of the death.
- G. The Early Retirement policy GCPC will remain in force for all current certified staff members hired before the 2003-2004 school year who have remained continuously employed with the District.

H. Career Recognition/ Retention Stipend

A teacher who has completed 5, 10, 15, 20, 25, 30, 35, or 40 years service in the district will receive a Career Recognition stipend. The stipend will be given only every 5th year as indicated. The provision hereinabove that permits non-continuous years of service to be used in determining the career recognition stipend is only applicable in this particular provision and shall not affect any policy that requires continuous years of service, including but not limited to, the early retirement policy.

Years of Service	Stipend
5 years of service	\$500
10 years of service	\$500
15 years of service	\$1,000
20 years of service	\$1,000
25 years of service	\$1,500
30 years of service	\$1,500
35 years of service	\$2,000
40 years of service	\$3,000

This policy is being changed effective July 1, 2016.

Stipends to be removed from salary/hiring schedule policies.

Stipends to be added to recruitment/retention policies.

Catch-up stipends will only be paid out on the 5 year increment dates.

A catch-up stipend is defined as the previous 5 year increment stipend.

Employees not reaching a 5 year increment do not get paid for any catch-up.

Stipend checks to be distributed at employee recognition banquet.

Stipend checks not distributed at banquet will be released June 20.

Any employee who has received the 25 year stipend of \$2000 under current policy shall stay with the current career recognition policy.