# DRAKE PUBLIC SCHOOL

**MASTER CONTRACT** 

TWO YEAR AGREEMENT 2025-2026/2026-2027

## DRAKE MASTER CONTRACT

# FRINGE BENEFITS

<u>PERSONAL LEAVE:</u> Each teacher will be granted four (4) days of personal leave each year, this leave may be accumulative up to six (6) days. No more than three (3) days of personal leave may be taken at any one time. Granting of personal leave is at the discretion of the Administration. Teachers are required to give a three (3) day notice to the administration preceding the request. It is recommended that personal leave not be taken prior to or following a holiday or weekend. The first six days of personal leave will not be reimbursed; any days beyond six will be reimbursed at substitute teacher pay.

<u>HEALTH INSURANCE:</u> Each teacher shall receive full single health insurance policy. The value of a single policy will be applied to those taking single plus dependent or family insurance. Part time teachers shall receive the same percentage of a single policy as their teaching contract is computed for, (example 4/7, 5/7, teachers shall receive 4/7, 5/7 of a single policy). If a high deductible policy is considered, the Board will ask for professional staff input prior to the finalization of a new deductible contract. For the teacher not joining the medical group plan, a taxable cash option of \$1,800.00 will be provided.

<u>SICK LEAVE:</u> Each teacher shall be granted ten (10) days sick leave per year cumulative to 90 days. Teachers are responsible for informing the Administration of their illness as early as possible, to allow time to contact a substitute.

After 10 years of service to the district, a teacher, when leaving will be reimbursed for accumulated sick leave at a rate of \$35.00 a day to a maximum of 90 days.

<u>EMERGENCY LEAVE:</u> Will be granted at the discretion of the Administration. The leave will be taken from the staff member's sick leave.

<u>MATERNITY LEAVE:</u> For teachers with less than 30 sick days, 10 additional maternity/paternity leave days will be granted with the total of maternity/paternity and sick leave days not to exceed 30 days.

<u>PROFESSIONAL LEAVE:</u> May be taken for the purpose of attending workshops and other inservice programs. The days must be approved by the Administration and must be requested at least one week in advance.

<u>TEACHERS RETIREMENT:</u> Full assessments and contributions to be paid by the district on teaching and extra-curricular salaries for the coming negotiated agreement.

# SICK BANK LEAVE

The Sick Leave Bank will be available to all certified staff that qualify for accumulated sick leave. The purpose of the bank shall be to compensate employees in the event their regular accumulated sick leave is exhausted due to catastrophic illness or injury.

Each certified staff may invest from 1 to 10 days to Sick Leave Bank at the beginning of each school year. The bank capacity is 250 days.

### Qualification

All sick leave days accumulated by individuals must be exhausted before requesting days from Sick Leave Bank.

Application must be in writing and given Sick Leave Bank Committee for consideration.

## Sick Leave Bank Committee

The purpose of Sick Leave Bank Committee shall be to oversee the use of Sick Leave Bank to review applications, to accept or reject the applications, to maintain a proper balance and to provide the reasonable assurance that the Sick Leave Bank is not being abused.

The Sick Leave bank committee shall consist of one teacher selected by Drake Education Association, one administrator of Drake-Anamoose High School and one school board member of Drake-Anamoose High School.

# Use of Sick Leave Bank

Any staff member, upon receiving approval of Sick Leave Committee, may draw from the Sick Leave Bank for a period not to exceed ninety days.

#### **GENERAL ITEMS**

<u>EXTRA DUTY PAY:</u> Extra duty pay for all teachers giving up prep periods to supervise or teach another class will be reimbursed at a sum of sub rates per period.

It will be the teacher's responsibility to complete a verification form upon performing the duty and turn a copy into the principal. The principal will keep a record of such classes and will submit it to the Business Manager for payment, which will be semi-annually.

<u>ACTIVITY BUS DRIVING:</u> Coaches and advisors shall receive payment for driving activity buses at the scheduled rate.

<u>EXTENDED CONTRACTS:</u> Career & Technical, Business Education teacher will be hired on a maximum of 185 days with any of the five days over the normal 180 day contract paid as 1/180 of the contracted salary.

If the FBLA National conference is attended, the Career & Technical, Business and Office Technology Education teacher will be remunerated an additional \$750.00 on the Extra Curricular salary schedule.

<u>CLASS ADVISORS:</u> Advisors for grades 7-8-9-10-11 will be reimbursed \$50.00 per year. These advisors are responsible for conducting class meetings. These advisors are not required to conduct fundraisers.

<u>PROFESSIONAL ASSOCIATIONS:</u> Board will pay up to \$100 towards a professional membership per teacher. Does not include North Dakota United.

<u>SCHOOL CALENDAR:</u> The final draft of the upcoming school calendar will be discussed with the teachers.

<u>LANE CHANGES:</u> Criteria for movement across the salary schedule a teacher must attain 8 semester hours of graduate level work in their Major or Minor field, or be in a planned graduate program that has been approved by the Drake School Board. Proof of completion shall be filed with the Business Manager by October 1, to advance to the next step, undergraduate courses are to be approved by the Board for credit prior to taking the course.

NOON DUTY: Teachers scheduled on noon duty will have their noon lunch paid.

<u>DUAL CREDIT:</u> Teachers teaching dual credit classes will be paid an additional \$700 per semester.

ISSUE DATE: Contracts may not be issued before March 15th.

<u>LIQUIDATED DAMAGES:</u> Once a contract is signed, it is assumed that teachers will not request a release during the term of the contract. It is mutually acknowledged that termination of a contract by the teacher, prior to the completion of the contract terms results in damages to the School District, which are impractical or extremely difficult to actually ascertain. In an effort to fix compensation which bears reasonable relationship to probable damages and which is not disproportionate to reasonably anticipated damages, the following sum shall be paid by a teacher requesting a release from contract which is approved by the School Board:

# Release Requested During Period From:

Date of Board Approval	-May 31	\$250.00
June 1	-June 30	\$500.00
July 01	-July 31	\$1000.00
August 01	-September 01	\$2000.00

<u>REDUCTION IN FORCE:</u> The RIF policy will be used when reduction of professionally certified staff becomes necessary because of, but not limited to, (1) declining enrollment, (2) program curtailment, or (3) economic factors beyond the control of the board. Reductions in staff, as they become necessary, will be made which have the least detrimental effect on the children.

In general, this objective dictates a staff reduction policy which:

Retains the most effective teachers,

Avoids undue increase in class size,

Provides consideration for the exceptional teacher without exclusive emphasis on seniority.

When a teacher is released, the decision will be based on the composite of the following criteria:

Type, quantity and quality of service made to the teaching profession and the school district.

Adaptability to other assignments (academic and extra-curricular.)

Evidence of professional growth as well as specialized or advanced training.

Previous history of grade levels and subject areas taught.

Effectiveness in teaching and in related professional responsibilities evidenced by documented results of teacher evaluations.

Time in service in Drake Public School.

Separated personnel returning to employment will be placed on the salary schedule at the level at which they left the system (or where they should be according to education or experience.)

Any teacher(s) discharged due to declining enrollment, program curtailment or economic factors will be given first consideration for any position(s) for which a teacher(s) is qualified, when and if

an opening occurs, listing of position will constitute notification. Former teachers will receive first consideration for a period of three (3) years.

#### **GRIEVANCE PROCEDURE**

Grievance Definition: A grievance shall mean an alleged violation, interpretation or application of any specific provision of the negotiated agreement or conditions of employment.

Grievant Definition: A grievant shall mean individual(s) covered under this Negotiated Agreement, or the Drake Education Association on behalf of such individual(s).

Grievance Involving Multiple Individuals: If a grievance involves more than one individual, the individuals may either each bring a separate grievance or bring one combined grievance, or the Drake Education Association may file a grievance on behalf of individual(s) covered under this Negotiated Agreement.

Procedure: In the event of a grievance, the grievant(s) shall follow the procedure described below:

Step 1: Meet informally with the principal and discuss the problem at hand. (If a grievance involves the act of an administrator other than a principal, the grievant shall meet informally with the administrator involved.)

Step 2: If the problem is not settled to the grievant's satisfaction, the grievant may then file a formal grievance, in writing, to the principal. (A grievance involving the act of an administrator other than a principal shall be filed with the administrator involved.)

A formal grievance shall give the following information:

- 1. The name of the grievant.
- 2. The date of the alleged violation.
- 3. The section of the negotiated agreement in question or alleged improper action of an administrator. Including a statement of alleged violation.
- 4. Remedy asked for by the grievant.
- 5. Signature of each individual covered under this Negotiated Agreement involved in the grievance.

This grievance must be filed within twenty-one (21) calendar days of when the alleged violation should have become known to the teacher. The principal will provide the grievant with a written answer to the alleged violation within ten (10) calendar days.

Step 3: If the grievance is not settled to the grievant's satisfaction at step two, the grievant may submit the written grievance as presented at step two to the Superintendent within ten (10) calendar days after receipt of the decision made or the time limit lapses without an answer from the Principal as outlined in step two. The Superintendent will respond within twenty-five (25) calendar days of the receipt of the grievance.

Step 4: If the grievant still feels the matter has not been adequately settled, the grievant may within ten (10) calendar days of the receipt of the decision of the Superintendent, present the notification of the grievance to the president of the School Board. The Board shall, at a regular or special session, hear the grievance as presented in the previous steps. The Board shall respond to the grievance within thirty-five (35) calendar days of receipt of the written grievance. The Board will make an effort to respond to the grievance in a shorter time than the thirty-five (35) calendar day limit.

Step 5: The grievant may have a representative of the local education association or legal counsel present at the meeting if he or she so desires. Notice of legal counsel must be given to both parties at least ten (10) calendar days before the meeting date with the School Board.

Step 6: The decision of the School Board is final.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants with the exception of the required documents.

<u>YEARS OF EXPERIENCE:</u> Instructors entering the Drake Public School system will be allowed all years of experience credits.

<u>SAVINGS CLAUSE:</u> If any item in the contract is found to be in violation of North Dakota Law, only that aspect of the contract shall be void.

Any item which has been negotiated and agreed upon by the Drake School Board and the Drake Faculty Negotiating Team will subsequently be in the Master Contract.

Two years Master Contract Agreement, 2025-2026, 2026-2027 School Terms.

Board of Education President	Head Negotiator, Staff		
Date	Date		
Board of Education Head Negotiator	Staff Negotiator		
Date	Date		

## EXTRA CURRICULAR

<u>EXTRA CURRICULAR:</u> The extra-curricular schedules for the coming school years are in effect until re-negotiated.

Cooperative Activities staff will not be placed on the salary schedule.

Management reserves the right to pay above the activity schedule at their discretion.

## EXTRA CURRICULAR ACTIVITY SCHEDULE

FFA	\$3100	Three Act Play (1)	\$1200
FBLA	\$3100	Acalympic	\$50/Meet
If attending National FBLA		Science Olympiad	\$500 /team
Conference an additional	<i>\$750</i>	Student Council	\$500
Yearbook	\$1200		
Sources of Strength	\$200		
SADD	\$1000		

# **Drake Public School One Line Salary Schedule**

All current faculty salary will be used to create a base line salary for each individual staff member.

## **2025-2026 School Year**

BS	BS + 8	BS +16	BS + 24	BS + 32	MS	MS + 8
\$46,500	\$47,000	\$47,500	\$48,000	\$48,500	\$49,000	\$49,500
2026-202	7 School Ye	<u>ear</u>				
BS	BS + 8	BS +16	BS + 24	BS + 32	MS	MS + 8
\$48,500	\$49,000	\$49,500	\$50,000	\$50,500	\$51,000	\$51,500

All newly hired teachers will be allowed to bring in all years' experience at a rate of \$450 per year.

Each faculty salary will receive a \$2000 increase to base for 2025-2026 school year to create new base line salary for each teacher. In the 2026-2027 school year, each faculty salary will be increased by \$2000 to create a new base line salary for each teacher.

All negotiated increases to the base salary will result in an across the board increase to all teacher's base line salary.

Lane changes for returning teachers will be at the same value as the newly hired lane change value.

Any teacher whose salary falls below the minimum annual salary of that teacher's applicable education lane will have his/her salary adjusted up to the minimum annual salary of that educational lane.

No returning teacher shall receive less salary than a newly hired teacher with the same or less years of teaching experience and on the same educational lane.

Teachers will be paid \$150 per day for every required day over the DPI required contact days.

Mileage compensation for shared teachers going between Drake and Anamoose will be at state mileage rates.