AGREEMENT

by and between

NAPOLEON COMMUNITY SCHOOLS

and

NAPOLEON EDUCATION ASSOCIATION
JCEA/MEA/NEA

Jackson, MI

2025-2027

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NEGOTIATED AGREEMENT
between the
JACKSON COUNTY EDUCATION ASSOCIATION
and
THE BOARD OF EDUCATION
of the
NAPOLEON COMMUNITY SCHOOLS

This Agreement is entered into, by and between the Board of Education of the Napoleon Community Schools, hereinafter called "the Board," and the Jackson County Education Association, and its affiliate, the Napoleon Education Association, hereinafter called "the Association." This contract constitutes the sole and entire existing Agreement between the parties in respect to rates of pay, wages, hours of employment, or other conditions of employment which shall prevail during the term of the contract. It supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. All matters or subjects not herein covered have been satisfactorily adjusted or waved by the parties of the life of this agreement. The contract is subject to amendment, alteration, or additions only by a subsequent written agreement.

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Jackson County Education Association as the sole and exclusive bargaining representative as defined in Section II of Act 379 of the Michigan Public Acts of 1965 for all full-time or regularly scheduled part-time certified instructional personnel, including full-time and regularly scheduled certified alternative education teachers who teach credit courses and certified alternative education guidance counseling, excluding supervisors, summer recreational program employees, teacher aides, per diem employees and instructors on non-credit adult education programs and all other employees.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Teachers may at any time consult with the Administration or the Board on an informal basis.

C. The term *"teacher"* when used in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit, and reference to male teachers shall include female teachers.

D. The term *"Board"* shall include its officers, members or designated agents.

E. The term *"Administration"* includes the superintendent, principals, and any other administrative personnel so designated by the Board.

F. The term *"District"* hereinafter refers to the Napoleon School District.

ARTICLE II
ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. The Association shall abide by Act 379 of the Michigan Public Acts of 1965 and abide by all applicable laws and statutes pertaining to teacher's rights and responsibilities.

B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings, provided meetings are conducted at a time and place that they do not interfere with any school activities, including extra-curricular activities, except as agreed upon by building principal and Association.

C. *Bulletin Boards* in teacher's lounge only, and other established media of communication will be made available to the Association and its members. All materials placed in the school mail system are to relate to official business of the Association. All materials posted on such bulletin boards must be approved by the president of the Association.

D. Officers and staff members of the Association, the Jackson County Education Association (JCEA), the Michigan Education Association (MEA) and the National Education Association (NEA) may visit District school buildings to meet with Association members to transact official *Association business* at any reasonable time, provided that such visit or visits do not interfere with or interrupt normal school operation. Whether or not such visit will interfere with or interrupt normal school operations shall be determined by the building principal whose decision shall be final.

E. The Association recognizes that *abuses of sick leave* or other leaves, chronic tardiness, or absence and deficiencies in professional performance by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building.

F. Nothing contained in this Article will be construed as a *waiver of any rights* the Association or its members may have under Act 379 of the Michigan Public Acts of 1965 or which are otherwise provided by law.

G. The Board agrees to make available to the Association, in response to reasonable requests from time to time, information concerning the *financial resources of the District*, if such information is available in a form maintained by the Board.

H. The Board shall make available, exclusively for Association use, one (1) room per school appropriately furnished, which shall be reserved for use as a *faculty lounge*. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages may be installed by the Association with the approval of the Administration which approval shall not be unreasonably withheld. Teachers shall be responsible for maintaining cleanliness and neatness of lounges. Such responsibility shall not be interpreted to include duties normally and reasonably executed by custodial staff nor shall teachers be responsible for cleaning up any debris left by persons other than teachers who may use the faculty lounge when school is not in session or teachers not on duty.

I. The Board agrees to make available to the President of the Association, the afternoon of the regularly scheduled Board Meeting, a copy of the *Board Agenda*. Minutes approved by

the Board will be made available to the President of the Association after they have been typed by the secretary to the Superintendent.

J. 1. Five (5) days of leave of absence with pay per year shall be available to teachers to conduct official business of the Association. The Association will reimburse the Board for the cost of substitute teachers on such days. It is understood by the parties that teachers who make use of such leave may not use the time for picketing in labor disputes.

2. Two (2) days leave of absence with pay per year shall be available for a teacher elected as a representative to the MEA delegate assembly. The Association will reimburse the Board for the cost of substitute teachers on such days.

K. In the event a teacher in the bargaining unit is elected to the office of President of the Jackson County Education Association, that teacher shall be granted an Association leave of absence for the duration of their tenure in said office. The Board agrees to continue the teacher on its payroll with the cost for salary, insurance benefits and all retirement-related costs to be reimbursed to the District by the Jackson County Education Association.

A request for an Association leave of absence will not be granted unless a qualified replacement is available.

The general conditions detailed in Article XI(G) will be applicable to Association leaves of absence.

L. Membership in the Association is not compulsory. Teachers have the right to join, not join, maintain, or terminate their membership in the Association as they see fit. Neither party shall discriminate against a teacher as it regards to such matters. The District shall notify the Association with ten (10) business days of any hires, terminations, resignations, leaves, or retirements of individuals covered by this collective bargaining agreement.

ARTICLE III
TEACHERS' RIGHTS AND RESPONSIBILITIES

A. A teacher shall be entitled to have present a representative of the Association during any disciplinary action when such action will become part of the teacher’s personnel file.

B. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless such interferes in any way with his professional service. If such conduct does exist the Administration agrees to consult with the Association prior to taking any action.

C. A telephone shall be made available to teachers in the faculty lounge for their reasonable use. The Building Principal must approve toll calls outside the District. Personal toll calls shall not be charged to the school district.

D. Teachers are responsible to volunteer or accept invitations to serve on committees established by the School Administration to insure and promote the legitimate, student

oriented objective of the School District. The Board recognizes that the demands of such activities can become excessive and recognizes that teachers may have legitimate professional or personal reasons for declining to serve on such committees. In such cases the Board will honor the wishes of the teacher.

E. Each teacher shall be responsible for maintaining his/her proper teaching certification.

F. Teachers shall be expected to dress in reasonable attire consistent with the teaching profession.

G. Teachers shall be responsible for the supervision of students between the passing of classes.
For the purposes of implementing this section, it is understood by both parties that supervision of students will routinely be done by the classroom teacher from the classroom entranceway. Both parties also agree that there may be situations which require a staff member's presence elsewhere to handle a legitimate situation.

H. Teachers shall enter an absence into district assigned substitute management system one hour before building start time on the morning of the absence. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher.

Any teacher, who is absent and knows he/she will not be in attendance the following day, shall call the substitute management system in the afternoon before school closes no later than 2:00 p.m.

Any teacher calling in unavailable must have lesson plans prepared for the substitute teacher. A teacher failing more than once during the school year to call by 7:00 a.m. or to provide lesson plans will forfeit pay for the days missed. The forfeiture of pay may be waived if the teacher demonstrates to the satisfaction of the Administration that his/her failure to comply with this subsection was not reasonably avoidable.

A teacher whose lesson plans are adequately prepared shall not be contacted at home concerning same. Nothing contained herein shall prevent a teacher initiating such contact.

I. In the event a bargaining unit member's recommendation for non-advancement of a student to the next grade or level is not followed, a copy of the teacher's recommendation will be returned to the teacher and shall be placed in the student's file upon request of the teacher.

ARTICLE IV
BOARD RIGHTS AND RESPONSIBILITIES

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;

3. To establish grades, and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board; they being cognizant of the opinions and recommendations of the professional staff;

4. To approve the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and classroom and extra-curricular assignments of teachers.

B. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of written policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

D. The Board agrees to abide by Act 379 and to negotiate with the Association on matters concerning wages, hours, and conditions of employment.

ARTICLE V
COMPENSATION

A. The salaries of teachers are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

B. The per-diem teacher's pay on which deductions and adjustments will be calculated shall be based on One Hundred Eighty-Four (184) school days.

C. Supplementary pay for specific selected activities out of the normal and extra-curricular activities shall be as set forth in Appendix C which is attached to and incorporated in this Agreement.

D. Salary Checks:

1. Payroll checks will be issued bi-monthly on the 10th and 25th of each month. If those dates fall on a weekend or holiday, paychecks will be deposited on the Friday prior.

2. Annual contractual salaries will be divided by 24 to determine the gross bi-monthly amount. This will be paid to the employee, less withholding tax, and any other lawfully required or permitted deductions selected by the employee.

3. Pay for Appendix C percentage positions will be added to the teacher's salary paid in two installments; December 10 and June 10 beginning in the 2026-2027 school year. Hourly pay (ESS) and secondary music will be paid in the bi-monthly paychecks.

4. Should a regular pay date fall during a period when school is not in session, every effort will be made that teachers shall receive the pay due on that date on the last day prior to recess.

5. Payroll deductions: Payroll deductions will be made, when properly authorized by teachers, for each of the following:

   a. Credit Union
   b. Tax deferred annuities
   c. U.S. Government Bonds
   d. MESSA Options or MEA Financial Services sponsored programs
   e. City income tax

E. A teacher engaged during the school day in negotiations on behalf of the Association with any representative of the Board or participating in any grievance hearing including arbitration, shall be released from regular duties without loss of salary.

F. A teacher required to serve as a juror will continue to be paid his/her regular salary during such term of jury service. To qualify for salary payment, the teacher will reimburse the district for payment from the court for jury duty within 30 days. The teacher does not need to return to campus if they are not needed after calling and verifying with their building office.

G. The reasonable time spent outside of the normal work schedule by new teachers with mentors and in professional development activities and the reasonable time spent by any teachers associated with Individual Development Plans, does not require additional compensation. The Board shall pay reasonable pre-approved expenses (i.e. conference registration, etc.) required in fulfilling the terms of an *Individual Development* Plan.

H. Teachers will be reimbursed through direct deposit for receipts submitted and approved for reimbursement. Paper checks will only be available upon specific request.

ARTICLE VI
SCHOOL CALENDAR

A. The school calendar is based upon the county-wide common calendar.

B. Christmas and spring vacation shall be set to coincide with the calendar of the Jackson County Intermediate School District.

C. School will be closed for students on the earliest day in June, which provides one hundred eighty (180) days of pupil attendance.

D. D. Parent-teacher conferences (fall and spring) shall be set by the Board and Association, to be determined by both parties.

1. Elementary conferences will consist of 2 (3-hour) evening sessions in the fall. The Eby stipend will cover any overage time.
2. Middle school conferences will consist of 1 (3-hour) evening open session in the fall and 1 (3-hour) evening staffing-based session in the spring.
3. High school conferences will consist of 1 three-hour session in the fall. HS teachers are required to attend graduation and senior awards in the spring.

E. 1. Teacher representatives on the Aim for Excellence School Improvement Committee will coordinate the building requests for in-service programs and may issue recommendations concerning program content.

2. The first day of student schedule will be a half-day for students. This day shall be part of the One Hundred Eighty (180) days of student instruction. The balance of the day shall be established as either teacher work time or in-service by the administration.

F. Teachers shall not be required to report more than three (3) work days or Professional Development days prior to the beginning of classes, except new teachers shall report one (1) day earlier for an orientation session.

G. The number of teacher days shall be one hundred eighty four (184).

ARTICLE VII
TEACHING HOURS AND CONDITIONS

A. The Board and Association recognize the principle of a standard forty (40) hour work week. The Board will as far as possible, set forth work schedules and make professional assignments which can reasonably be completed within such standard work week.

B. Unless arrangements are made with the Administration:

1. The length of the teacher workday shall be seven (7) hours and 10 minutes.

2. Teachers will receive one (1) additional personal day when assigned by administration to a new room during the Christmas or summer break and the move must be completed during break time.

C. Teachers shall attend meetings and other assignments called or assigned by the Administration as a regular part of their teaching duties unless otherwise excused by the Administration. In emergency situations, teachers may be required to be on duty until dismissed by the Administration. Teachers shall be expected to attend one (1) open house each school year. Teachers who attend the open house may leave at any time after noon on a records day upon completion of grades and other records.

D. Teachers shall be entitled to a thirty-minute (30), duty-free uninterrupted lunch period.

E. Duty-Free Recess. All teachers in Grades 1-5 shall have a duty-free uninterrupted recess of not less than twenty-five (25) minutes per full instructional day and on common planning days.

F. Wherever possible, class sizes should conform to the following recommended class sizes:

1.	Kindergarten	25 pupils
2.	Elementary school grades	25 pupils
3.	Special classes for handicapped or Special Needs	15 pupils
4.	Secondary Schools:	
a.	English)	
b.	Social Studies)	
c.	General Education)	
d.	Mathematics) ----------	25 pupils
e.	Science)	
f.	Language)	
g.	Business)	
h.	Typing	30 pupils
i.	Industrial Arts	20 pupils
j.	Drafting	30 pupils
k.	Vocational Shops	20 pupils
l.	Home Economics	20 pupils
m.	Music (Vocal and Appreciation classes, not Band or Choir)	35 pupils
n.	Art	25 pupils
o.	Physical Education	40 pupils
	Health	25 pupils
p.	Lecture	100 pupils

<u>Grades K-2</u>:

Aide service will be provided the teacher if his/her classroom exceeds thirty-one (31) students. Aide services will be calculated on one (1) hour of services for each additional student beyond thirty-one (31), not to exceed one (1) full-time aide.

A combination of two (2) or more grades in any one (1) room shall not exceed thirty (30) students.

Grades 3-5:

Aide services will be provided the teacher if his/her classroom exceeds thirty-one (31) students, not to exceed one (1) full-time aide. Aide services will be calculated on an hour of such service for each additional student beyond thirty-one (31).
A combination of two (2) grades or more in any one (1) room shall not exceed thirty (30) students.

Reasonable attempts will be made to balance class size in morning kindergarten section(s), afternoon kindergarten section(s) and grades 1-5 within the student population assigned to a given elementary building. No changes in student classroom assignments will be required subsequent to the fifth student day of the school year. Any teacher who believes a reasonable attempt was not made based upon discussion with the building principal, may appeal the decision of the principal to the Superintendent. The determination of the Superintendent shall be final.

G. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained as financial conditions permit.

H. When school is closed due to inclement weather and it is required to be made up by the State of Michigan or a court of competent jurisdiction it will be done at no additional salary cost to the District.

When school is delayed, the teacher's reporting time shall be adjusted proportionately to coincide with paragraph B of this Article.

I. Each full time teacher will be provided a key to his/her respective classroom. If a teacher is assigned more than one (1) classroom, he/she will receive a key for the room where the major portion of his/her teaching time is spent. If a teacher is assigned between multiple buildings, he/she may request and receive a key to exterior doors to each assigned building.

J. Tentative class lists shall be available to elementary teachers as soon as they are available but in no event later than one (1) week prior to the time teachers are scheduled to report to school.

K. School Improvement Plans

As it relates to the District's school improvement plans, the parties hereby agree as follows:

1. Any element(s) of a school improvement plan which are inconsistent with terms of the Negotiated Agreement will be subject to negotiations prior to implementation of these terms by the District.

2. Participation on a school improvement team shall be open to all teachers willing to assist in this effort.

3. Teacher participation on a school improvement planning team(s), whether during or after the normal work day, shall be voluntary.

L. Medically Fragile

In the event a medically fragile student is enrolled in the Napoleon School District, the parties agree to negotiate, upon the request of either party, the working conditions associated with servicing the student(s).

M. Least Restrictive Environment

1. Consistent with the applicable provisions of Michigan Statute and the rules and regulations of the Department of Education, a teacher, providing education services to a special education student, has an entitlement to participate in the IEPC process.

2. The District will provide in-service on the role, rights and responsibilities of the K-12 general education teacher(s) assigned special education students. The parties agree to negotiate, upon the request of either party, the working conditions associated with servicing the student(s).

N. In the event any provision of this Agreement inhibits the Board's ability to meet the minimum amount of instructional time required by the State of Michigan, the Superintendent and the Association will negotiate the necessary adjustment(s) in student and staff schedules to achieve minimum compliance at the affected levels.

O. Pursuant to Section 1526 of the Michigan School Code, for the first three (3) years of employment as a classroom teacher, a new teacher will be assigned one (1) or more mentors.

The right of selection of mentors will be reserved to the Board. Preference will be given to qualified members of the bargaining unit.

Mentor teaching assignments are voluntary. Tenured teachers within the bargaining unit who are at least two (2) years beyond the probationary period provided by law, who have record of successful teaching, may request consideration for assignment as a mentor through the office of the Superintendent.

In making appointments, the Board will take into consideration by way of example, degrees earned, areas of certification, participation in professional development activities and the performance record of internal and external applicants.

Mentor assignments will normally be for the three (3) year period. The assignment may be discontinued for good cause shown by the probationary teacher, the mentor or administration.

The full annual honorarium for mentor teachers shall be as set forth in Appendix C.

Where the mentor is a teacher within the bargaining unit, consideration will be given to the building assignment and schedule of both teachers.

The responsibilities of the mentor will be determined by the administration. In general, the responsibilities will include by way of illustration, assisting the teacher in fulfilling the objectives of the teacher's Individual Development Plan and guidance in such areas as classroom management and instructional delivery.

The parties agree that mentors (internal or external to the bargaining unit) will not be involved in the evaluation of the probationary teacher unless requested by the probationary teacher. The parties further agree that absent being subpoenaed, mentors will not be involuntarily called as a witness in administrative hearings, court proceedings or grievance hearings.

P. ESSA. The parties agree to negotiate any changes required to comply with ESSA.

Q**.** Effective July 1, 2024 - In recognition of being a best practice, all buildings will use the same evaluation tool (as determined by the Napoleon School Board) and follow Senate Bill 395 & 396 (2023) including:

1. The percentage of a teacher's score based on student growth or learning objectives will be 20% without requiring state testing data to be used.
2. There will be 3 ratings categories: effective, developing, and needs support.
3. The valid annual classroom observation will last at least 15 minutes with feedback within 30 days or the teacher will be automatically labeled effective.
4. Effective (and previous highly effective now as effective) teachers to be evaluated triannually.
5. Teacher probation will be reduced to 4 years with 3 consecutive effective ratings.
6. Observations must be completed by May 1. Evaluations must be returned to staff no later than June 1 to allow for response. Evaluations returned after June 1 must be rated effective.

ARTICLE VIII
TEACHING LOADS AND ASSIGNMENTS

A. Teaching Loads

1. A normal weekly teaching load in the high school and middle school shall be twenty-five (25) teaching periods.

2. The normal weekly teaching load in the elementary schools shall be thirty (30) teaching periods.

3. 3. In addition, the normal weekly teaching load for full time high school teachers will include a preparation period averaging one (1) per *semester* per year, equivalent to the length of a class period. If the high school teacher does not have a preparation period scheduled during a trimester, the teacher's preparation time for the remaining portions of the school year will be adjusted accordingly with a maximum of two (2) preparations scheduled per trimester.

4. In addition, the normal weekly teaching load for full time middle school teachers shall include one (1) unassigned preparation period per day equivalent in length to a class period and a team planning period.

5. If less than three specials are scheduled for elementary students, the District and Association agree that elementary common planning time will be made available to all elementary teachers for planning time to maintain the current 135 minutes of planning time per week in addition to the 125 minutes of duty free recess.

   While classes are with specials such as physical education, music and art programs, elementary teachers, excluding kindergarten, will be granted preparation and conference time. Teachers who are required to teach their own children when the specials teacher is absent will receive the appropriately prorated portion of the stipend set forth for secondary teachers in Appendix A, paragraph E.

6. All individual preparation periods shall be scheduled during the course of the student instructional day. Any secondary teacher teaching a course on their prep ("overload") will receive a fraction of their pay based on the current number of class periods (example: 6 period day = ⅙ pay). An elementary teacher teaching a split general education classroom (multiple grades concurrently) will receive ⅙ overload pay.

B. Common Planning. In addition to the above individual preparation time, teachers will have two (2) hours per month (6 times per school year) of common planning time. Common planning periods shall be planned and developed collaboratively by a common planning team made up of the school improvement chair, building administration and interested teachers.

C. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certification or their major or minor field of study.

D. Effort will be made to give teachers written notice of their schedule for the forthcoming year no later than the first day in June. In the event that changes in the schedule are necessary, as determined by the Administration, all teachers affected will be notified as soon as possible. Changes in a teacher's schedule will not be made later than thirty (30) days subsequent to the start of school unless an emergency situation, as determined by the Administration, exists requiring such change.

E. In case of emergency, when it is necessary to have a teacher substitute on his/her scheduled preparation period, the following conditions shall apply:

   1. Compensation shall be in accordance with Appendix A, paragraph E.

   2. At the beginning of each school year, (within the first two weeks) each building principal shall solicit a list of teachers who wish to substitute on their preparation period when the need arises. These volunteers shall be assigned to substitute on their respective preparation periods on a rotating basis.

3. When all the volunteers on a given preparation period are either absent, already assigned to substitute, or unavailable due to a previously scheduled parent-teacher conference, then the remaining teachers on that preparation period shall be assigned on a rotating basis.

4. With five (5) days written notice, a teacher may add or remove his/her name from the volunteer list.

5. *"Emergency"* as used above shall include, but not be limited to a situation when a regular substitute is unavailable, provided that the administration uses its best efforts to obtain a regular substitute. The District will make every effort possible to schedule IEPS, parent meetings and all other such meetings for times other than a teacher's preparation period.

ARTICLE IX
VACANCIES, PROMOTIONS AND TRANSFERS

A. Requests by a teacher to change his teaching assignment, shall be made in writing, one (1) copy of which shall be filed with the Superintendent and one (1) copy shall be filed with the Association. The application shall set forth the reasons for the change and shall be made annually prior to February 15.

B. B. Following PA 116 (2023), when a vacancy in any professional, Appendix A or B, position occurs, the Board shall give electronic notice through school email and website of such vacancy to the Association and all current (and on leave) teaching staff.

Posting Guidelines Appendix A & B

a. Positions will be posted internally for 7 days prior to being posted externally.
b. Each posting must be specific to the job(s) ie. HS Math vs Secondary Math.
c. The posting can be concurrent (internally & externally) with the NEA's agreement.
d. External postings will have an expiration date after one month and require repost.

Appendix A Positions ***TEACHING***

a. Internal candidates (with correct endorsements) may bid on positions by putting their intentions in writing to the Superintendent and the posting building administrator during the internal posting period. The internal candidate will be given priority to the position over an external candidate.
b. If more than one internal candidate bids, priority will be given to the teacher with seniority and the correct, current endorsement(s) over a teacher with emergency certification(s).
c. Open teaching positions must be treated as Appendix A positions (above) for the start of each semester (secondary) or year (elementary). Substitute teachers may be used to complete the semester class(es) of a departing secondary teacher or yearly class of a departing elementary teacher. Substitute teachers may not be used for the creation of a new class without NEA agreement.

d. Administration retains the right of assignment as long as the teacher is certified (not emergency-certified) for the new assignment, and there is no reduction in financial compensation.

Appendix B Positions ***COACHING***

a. Internal candidates may apply for positions by putting their intentions in writing to the athletic director or building administrator
b. The athletic director or building administrator will choose the candidate to be recommended as the board hire.

Appendix C ***ADVISING***

a. Positions are assigned annually at the discretion of the building administrator.
b. If interested, the current building teaching staff will be given priority to vacancies before other staff or community members are assigned.

C. Any qualified teacher may apply for such vacancy.

ARTICLE X
SICK LEAVE

A. Teachers shall be entitled to ten (10) sick leave days per year earned at the rate of one (1) per month. The ten (10) days will be placed in the teacher's bank on the first day he/she teaches. Teachers who do not finish the school year and have used more than the earned sick leave days shall have the unearned days deducted from the final pay.

1. A sick day shall be identified as seven (7) hours.

2. Sick time may be taken by the hour as long as payroll identifies sick time by the hour.

B. Sick leave not taken in any year shall be cumulative, but in no case shall the number of days accumulated be more than one hundred twenty-one (121) days.

C. At the end of each year, teachers will be paid eighty dollars ($80) for each unused sick day that exceeds the maximum of 121 as specified in X B.

D. Sick leave will not be granted a new teacher until he/she has reported for regular classroom duty. Orientation days will not be considered classroom duty.

E. Sick leave days may be used for personal illness (including pregnancy related disability) or quarantine.

F. Up to two (2) days/instance shall be granted to care for an ailing member of the immediate household in cases where no other arrangements can be made to care for the ailing member and in case of emergency. Additional days shall be granted provided the employee supplies medical verification that said employee's presence is necessary or requested by the attending physician. “Immediate household” in this instance shall be defined as spouse, children, parents, or relatives living in the same household with the teacher.

G. Any teacher whose personal illness extends beyond the period compensated may be granted a leave of absence, without pay, for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, or a substantially equivalent position, if available. A statement from the teacher's personal physician should be furnished upon request by the Board of Education before return to employment in the District is permitted. The Board of Education reserves the sole right to select a physician at its expense to verify such statements.

H. A teacher who is sick for five (5) consecutive work days, shall submit a physician's statement indicating he/she is capable of returning to work.

I. The Board shall furnish each teacher with a written statement at the beginning of each school year, or within ten (10) days after the execution of this Agreement, whichever comes later, setting forth the total of sick leave credited at the beginning of the school year.

J. Job Related Injury--Worker's Compensation—In the event that a teacher suffers an injury or illness that is compensable under the Michigan Worker's Compensation Law, the teacher will be paid the difference between the payments afforded by law and the teacher’s regular salary. Such differential will be deducted from the teacher’s sick leave accumulation. Upon exhausting available sick leave, the teacher will only receive the weekly payments afforded by law. This provision is not intended to deny the teacher other benefits to which the teacher may be entitled under the master contract.

ARTICLE XI
LEAVES OF ABSENCE

A. 1. Personal Leave: Personal leave days to a maximum of two (2) days per year will be granted to attend to urgent affairs that cannot be performed outside of the regular school day. Unused personal leave days shall be added to the teachers' sick day accumulation at the end of each school year.

2. Any request for a personal leave day must be done in writing in advance at least three (3) days, unless the nature of the emergency precludes such notification.

3. Personal time may be taken by the hour as long as payroll identifies personal time by the hour.

4. At the end of each year, teachers will be paid eighty dollars ($80) for each unused personal day that exceeds the maximum of 121 as specified in X B.

5. Teachers may use a school business day to accompany their in-district child(ren) on a Napoleon-sponsored, school field trip.

B. Bereavement Leave—

1. Five (5) days may be used in the case of death of a spouse, parents or children of the teacher.

2. Three (3) days may be used in the case of death in the immediate family. In this instance "immediate family" shall be defined as grandparents, parents-in-law, brother, sister, brother-in-law, sister-in-law, grandchildren, son-in-law, daughter-in-law, or relatives living in the same household as the teacher.

3. Other Deaths - The teacher may have only one (1) additional funeral day per school year. All other funeral days must be granted from the employee's sick or personal day accumulation.

C. Upon written request to the Superintendent, child adoption leave or child care leave beyond FMLA, may be granted to a tenure teacher. Such leave of absence shall be without pay. An application for child adoption leave shall be filed immediately by the staff member upon notice from the adoption agency. A request for child adoption leave or childcare leave will not be granted unless a qualified replacement is available.

D. Military Leave—A leave of absence without pay shall be granted a teacher who is inducted or enlists for one (1) period of enlistment in any branch of the Armed Forces of the United States. Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable laws of the United States and of Michigan according to Act 145 of 1943 as amended.

1. When the teacher returns to the District, she/he will be given the benefit of any salary increments to which she/he would have been entitled had she/he remained an active teacher in the District.

2. If a teacher is in a military reserve program and is required to take a temporary military leave during the school year, the Board will compensate the teacher for the difference between his/her normal teaching pay and his/her military pay for up to a maximum of fifteen (15) calendar days.

3. Provisions of this paragraph shall not apply to a person being separated from military service for other than honorable reasons.

E. Upon proper and timely application, an eligible teacher will be granted a qualified leave of absence as required under the Family and Medical Leave Act of 1993 (29 USC 2601) for a total period of up to twelve (12) weeks per year.

The rolling twelve (12) month period will be utilized in all cases by the Board in assessing the amount of time an eligible teacher has available for qualified leaves under the Act.

The Board may require a teacher to utilize and the teacher may elect to utilize available paid leave time (e.g., sick leave, etc.) within the limitations set forth in the master contract.

Such contractual leave time that corresponds to the purposes for which unpaid time is afforded under the Act, will be utilized in computing available time off under the Act.

In the event a teacher and his/her spouse are employed by the District, whether within or outside of the bargaining unit, an aggregate of twelve (12) weeks will be provided, unless the leave time is attributable to a serious health condition that makes the teacher unable to perform the functions of his/her position. In such instances, the total amount of time for each spouse will not exceed twelve (12) weeks for all leaves covered by the Act.

Insurance benefit payments will continue for a teacher absent on a qualified leave under this section.

Teachers returning from such leave will be returned to their former position.

The Board will not exercise its options under the Act to restrict a teacher's return rights at the end of an academic semester.

In the event other portions of this Agreement extend greater benefits to an eligible teacher in relationship to qualified leaves, the provisions of the Agreement shall prevail.

The following general provisions will apply to all leaves of absence under this Article.

1. Except as set forth in Article XVII, seniority shall not accrue while on leave under this Section.

6. The position of a teacher absent on an unpaid leave of absence may be filed with a substitute.

3. Teachers may be required to provide periodic status reports while on leave under this Section and will be required to provide medical verification or other certification in support of an initial request for leave.

4. Failure to return to work at the end of an approved leave of absence may be considered a voluntary resignation and the Board may require the teacher to repay the District for insurance premiums.

5. All requests for unpaid leave are to be directed to the Superintendent's office. Where leaves of absence are foreseeable, teachers are required to provide at least thirty (30) calendar days notice. Where not foreseeable, teachers are required to provide notice as soon as practicable.

F. Other Leaves—A leave of absence without pay for other reasons may be granted by the School Board upon written request of a teacher.

G. General Conditions—Unless otherwise indicated, the following conditions shall apply to leaves of absence:

1. Requests for leaves shall be in writing.

2. Eligibility shall be based on a minimum of two (2) years continuous employment in the District.

3. All extended leaves shall be limited to one (1) year.

4. Salary increments shall not accrue, but his/her basic salary shall be changed when the salary schedule has changed.

5. Sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.

6. No salary shall be paid.

7. Not later than April 1 prior to termination of his/her leave, the teacher must notify the Superintendent of intent to return. Failure to comply with this provision may be conclusive evidence of resignation.

8. Upon return from an approved leave of absence, the Board will return the teacher to an assignment comparable to that held by the teacher before going on leave, providing there is an opening on the staff for which the teacher is certified and qualified.

ARTICLE XII
STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers; however, each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established Board policy and State Laws. It shall be the responsibility of the teacher to submit written reports to his/her principal concerning any student, who, in the opinion of the teacher, needs particular assistance from the principal, counselor, social worker, law enforcement officer and/or other skilled personnel and/or is temporarily dismissed from a class for disciplinary reasons by the teacher. The principal will submit a written answer to the teacher concerning the disposition of this report.

B. Any physical assault upon or threat against the physical well-being of a teacher or suit against a teacher which had its inception in a school-centered problem shall be reported immediately in writing to the building administrator with a copy forwarded to the Superintendent. The teacher involved may request assistance of the Board in such matter or the Board may act unilaterally. Requests shall be made in writing to the Board (sent to the Superintendent) who, in their sole discretion, shall make a determination as to whether the conduct of the teacher making such request justifies any assistance from the Board, and the extent thereof. The Superintendent shall be empowered to take investigative and other immediate action she/he deems necessary until the Board meets.

1. If, after the Board has provided legal and other assistance to the teacher in his/her defense, the teacher is adjudged guilty by a court of competent jurisdiction, the teacher shall repay all costs incurred by the Board in his/her defense.

2. Time lost by a teacher in connection with any civil or criminal matter against a student for assault on a school employee shall not be charged from the teachers' paid leave.

C. Any complaints by a parent or a student directed toward a teacher shall be called to the teacher's attention within a five (5) school days, and discussed with the teacher if such complaints are to be made a part of the teacher's personnel file. The teacher shall have the right to respond in writing to any such notation of or inclusion of such a complaint in the teacher's file within ten (10) days. Such response shall be filed with, and attached to, the notation of complaint or the complaint itself.

D. The district shall maintain general liability insurance which shall also cover professional employees.

E. It is the responsibility of all teachers to assist at all times in maintaining order in the buildings.

F. In the event a teacher excludes a student from his/her class for disciplinary purposes, except for a brief period for the purpose of a conference with the teacher, the teacher must furnish the principal full particulars of the incident in writing prior to the end of the school day and must meet with the principal.

G. Employees trained by the district, or by a program assigned by the district, for physical restraint will be provided a legal defense by the district if a situation arises that requires legal defense from correctly using the training.

ARTICLE XIII
NEGOTIATION PROCEDURES

A. Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from inside or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

B. At least ninety (90) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

ARTICLE XIV
PROFESSIONAL COUNCIL

A. The Board and the Association, in recognition of their commitment to discuss and resolve issues and concerns through cooperation and collaboration and to avoid confrontation and adversarial proceedings, shall establish a Professional Council.

B. The Council shall be composed of not more than five (5) administrators selected by the Superintendent and not more than five (5) teachers selected by the Association. The Council shall meet at least monthly during the school year at mutually agreeable times.

C. Members of the Council shall be trained in the interest-based or collaborative approach to discussing and resolving issues and concerns.

D. The Council shall establish ground rules for its meetings consistent with the principles of the interest-based or collaborative approach. The ground rules shall include the following:

1. All decisions shall be made by consensus.
2. Resource people may participate in Council meetings to provide information.
3. Interested or affected parties, i.e. grievant(s), may participate in Council meetings.

E. Grievances may be handled by the Council by mutual agreement as provided in Article XV – Grievance Procedure.

F. Any consensus decision of the Council that amends or modifies this Agreement shall be subject to ratification by the Board and the members of the bargaining unit.

ARTICLE XV
GRIEVANCE PROCEDURE

A. The primary purpose of this procedure is to secure at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

B. Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss and have it resolved informally with the Administrator.

C. The failure of an aggrieved person to proceed to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

D. At any level the failure of the administrator to communicate his/her decision within the specified time limit shall permit the teacher and/or the grievance committee to proceed to the next level.

E. If any building representative of member of the grievance committee is a party of interest to any grievance, she/he shall disqualify himself and a substitute shall be named by the Association.

F. The provisions of the Michigan Tenure of Teacher Act (Act No. 4, P.A. of 1937, extra session) as amended, shall be relied upon exclusively by all parties in connection with all matters covered thereby.

G. The number of days indicated at each level shall be considered as a maximum and effort should be made to expedite the process.

H. If a grievance is sustained, the aggrieved teacher shall be reimbursed for any loss of wages or salary directly attributable to said grievance.

I. A complaint or grievance may be withdrawn at any level and such withdrawal shall terminate the right to any further action on that particular complaint or grievance.

J. Definitions—

1. *A "complaint*" is an alleged violation, misinterpretation, or misapplication of the expressed provisions of this Agreement.

7. A *"grievance"* is a complaint which has not been resolved and which has been reduced to writing.

3. The *"aggrieved person"* is the person or persons making the claims.

4. *"Teacher"* includes an individual or group of teachers, or the Association, as long as the individual or group of teachers are members of the bargaining unit covered by this Agreement.

5. A *"party of interest"* is the person or persons who might be required to take action or against whom action might be taken to resolve the problem.

6. The term *"days"* shall mean school days, unless otherwise specified.

K. Procedure: Teacher Grievance—

Step One: Within five (5) days of the time a complaint arises, the teacher will present the complaint to his/her principal either personally or accompanied by an Association representative. Within five (5) days after presentation of complaint, the principal will give his/her answer orally to the teacher.

Step Two: If the complaint is not resolved in Step One, the teacher may within five (5) days of receipt of principal's answer, submit to the Association a signed written "Statement of Grievance." An Association representative may assist in writing the complaint, using the form shown in Appendix D. A copy shall be given to the involved principal and the Superintendent at the same time. The "Statement of Grievance" shall name the teacher involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the teacher and of the Association with respect to these provisions, shall indicate the relief requested and shall be signed by the teacher involved. The principal shall respond to the grievance within five (5) days.

Step Three: If the grievance is not resolved in Step Two, then within five (5) days of the Association's receipt of the written grievance in Step Two, a copy of the grievance signed by the teacher and a representative of the Association may be submitted by the teacher to the superintendent. If the grievance involves more than one (1) school building, it may be

filed directly with the Superintendent or a representative designated by him/her. Within ten (10) days of receipt of the grievance, the superintendent will indicate his/her disposition of the grievance in writing, and shall furnish a copy thereof to the Association and the teacher.

Step Four: If the grievance is not resolved in Step Three, the teacher may within five (5) days of receipt of the Superintendent's answer submit the grievance to the Board by filing a written copy thereof with the Secretary or other designees of the Board. The Board or a committee of members of the Board shall meet within ten (10) days with the Association for the review of the grievance. The Board's disposition of the grievance, in writing, shall be made no later than five (5) days after said meeting, and a copy furnished to the Association, the teacher, and the Superintendent.

Step Five: Within ten (10) days the Board and Association may mutually agree in writing to submit the grievance to mediation with a Michigan Employment Relations Commission (MERC) mediator or agreed to neutral for review of the grievance.

Step Six: If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step Four or Five above, either the Board or the Association shall have the right to appeal the dispute to an impartial arbitrator in accordance with the voluntary Labor Arbitration Rules of the American Arbitration Association. Such appeal must be taken within fifteen (15) calendar days from the date of the meeting provided for in Step Four or of Step Five depending on which is used. All arbitration will be conducted in accordance with voluntary Labor Arbitration Rules of the American Arbitration Association.

L. Powers of the Arbitrator—It shall be the function of the arbitrator, and she/he shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. She/he shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

2. She/he shall have no power to establish salary scales or change any salary.

3. She/he shall have no power to rule on any of the following:

   a. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, extra session, of 1937, of Michigan, as amended).

   b. Any matter involving teacher evaluation, layoff/recall, assignment, placement or discipline.

4. a. His/her powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and she/he shall not imply any other obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

b. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Association, its members, the teacher or teachers involved, and the Board.

c. The fees and expenses of the Arbitrator shall be apportioned between the parties on the basis of 1/3 to the winner and 2/3 to the loser. Determination of same to be made by the Arbitrator.

M. Claims for Back Pay—The Board shall not be required to pay back wages of more than two (2) days prior to the date a written grievance is filed.

1. All claims for back wages shall be limited to the amount of wages that the teacher would otherwise have earned.

2. No decision in any one case shall require a retroactive wage adjustment in any other case.

N. The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.

O. Nothing contained herein shall be construed as a waiver or precedent by any action or lack of action taken by the Board or Administration.

P. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

1. The termination of services of or failure to re-employ any teacher.

2. Any prohibited subject of bargaining.

3. Failure to reappoint a teacher to a coaching position.

4. Any matter involving the merits of a teacher evaluation.

ARTICLE XVI
REDUCTION IN PERSONNEL

A. It is hereby specifically recognized that it is within the sole *discretion of the Board* to reduce its educational program, curriculum and staff and that the procedures set forth in this article shall be used in laying off personnel. When possible, teachers subject to layoff shall be notified of such layoff in writing at least 45 calendar days in advance, but not less than 14 days. The Board or its designee will meet and confer with the Association to discuss the proposed layoff prior to implementation. Teacher retention will be based on the below negotiated Plan of Reduction between the Board and Association as allowed by state law PA 116 (2023).

1. Teacher effectiveness ratings (effective, developing, and needing support per Article VII Section Q) will primarily be used to determine lay-off order with the highest-rated (ie. effective before developing) being retained first.

2. If multiple teachers have the same effectiveness rating, seniority, with current certifications, will be given priority. Emergency endorsement may not be used to determine seniority unless the teacher has obtained and used the emergency certification prior to the staff reduction.

B. Seniority, for the purposes of this article, shall be defined to mean length of continuous service as a bargaining unit member. The parties agree that District administrators will retain seniority equal to their teaching experience in the Napoleon Community Schools. The District shall prepare and present to the Association a current seniority list of employees prior to October 15th of each year. Accompanying the name of each employee on the list shall be the date of last hire and each employee's certification.

Relative seniority rankings and initial seniority dates shall be determined according to the following four (4) criteria in the order stated:

(1) The first day of work when all teachers were required to report;

(2) Date of Board action to hire;

(3) Date of employee's signature upon teaching contract;

(4) Date of application.

C. The qualification and certification of teachers will be determined as of July 15th of the school year in which the layoff is effective. Changes in a teacher's certification following the original layoff shall not permit the teacher to be recalled by bumping.

D. D. The Board shall give written notice of recall from layoff by sending a registered letter and email to the teacher's last known address on file with the district, with a copy sent to the Association. A teacher being recalled shall have fifteen calendar days from the date of mailing of the recall notice in which to serve written notification to the Board of their intention to return. Before any teacher is terminated because of failure to respond to such notice, the Association shall be given three (3) days notice prior to termination of said teacher. It shall be the responsibility of the laid off teacher to provide the District with a current address and email.

Time spent on approved leave of absence without benefits shall not constitute a break in continuous employment with the District, however, seniority as pertains to leaves of absence, shall not be granted for less than each full semester of employment completed. Refusal or acceptance of a position that is less than full time shall not affect a teacher's recall rights to a full-time position.

In recalling teachers from layoff, no teacher will be terminated, lose recall rights, or seniority, if the teacher is at the time of recall under contract as a teacher with another school district. (Applies until the end of the current school year).

ARTICLE XVII
CONTINUITY OF OPERATION

The Association recognizes that work stoppages in general are not permitted by law and the Association will not encourage or support any illegal work stoppage and will take such action as is reasonably possible to prevent or stop any such work stoppage during the term of this Agreement.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

A. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

B. This Agreement shall supersede any rules, regulations, or policies of the Board which shall be contrary to or inconsistent with its terms.

C. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Copies of this Agreement shall be duplicated at the expense of the Board and available to all teachers now employed, and hereafter employed.

E. Nothing contained herein shall be construed to deny or restrict to any teacher or the Board rights either may have under the Michigan General School Laws. Other rights granted hereunder are in addition to those provided elsewhere.

F. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, sex, color, or national origin.

ARTICLE XIX
DURATION OF AGREEMENT

A. During the negotiations of this Agreement, each party made proposals and counter-proposals. This Agreement contains the entire understanding of parties hereto. It is the intention of the parties that this Agreement during its terms shall cover all negotiable items, proposals, and subjects concerning wages, hours, and conditions of employment.

B. B. This Agreement became effective August 11, 2025, through August 25, 2027, and from year to year thereafter unless either party gives notice in writing to the other party at least ninety (90) days prior to the expiration date.

C. If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

NAPOLEON COMMUNITY SCHOOLS BOARD OF EDUCATION		JACKSON COUNTY EDUCATION ASSOCIATION
President		President, Napoleon Education Association
Secretary		President, Jackson County Association
Superintendent		MEA UniServ Director

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President		President, Napoleon Education Association
Secretary		President, Jackson County Association
Superintendent		MEA UniServ Director

APPENDIX A
COMPENSATION

A. The salary schedule is shown in Appendix A 1.

B. Outside Experience: A teacher can be allowed credit for a maximum of eight (8) years teaching experience in other schools.

C. Salary Adjustments: Salary Adjustments: Salary adjustments across Appendix A based on degrees will be made 30 days after the teacher turns in documentation of the degree being completed (transcript or diploma) to the Napoleon central office *and pro-rated going forward with no back pay for the degree adjustment.*

D. Part-time Teachers: Part-time teachers will be paid by the class period. The class period rate will be determined by dividing the salary the teachers would normally be entitled to by the quantity one hundred eighty-four (184) times the number of class periods in a school day.

E. Extra Class Assignments - Secondary Schools

Teachers assigned to substitute a class, pulled from their primary job to substitute, or are required to attend an IEP during their normal preparation period or outside the school day will be paid an additional Thirty-Five ($35) per class period or hour.

F. Fringe Benefits

For full-time teachers that apply the Board shall provide either MESSA PAK Plan E or Plan B as follows:

For those teachers who teach a full school year, coverage shall be effective for a full 12 month period.

For those enrolled in Pak D (MESSA ABC PLAN 1), the employer shall provide 8 months of the deductible on January 1st, and 4 months of the deductible on September 1.

The following shall be the coverage:

PLAN E Plan : MESSA ABC PLAN 2 TIER 3RX
IN Deductible: $2000/$4000

For those enrolled in PAK E (MESSA ABC Plan2 Tier 3RX) the employer shall provide 8 months of the deductible on the first pay in January and 4 months of the deductible on the first pay in September.

For those enrolled in Plan B the Employer shall provide a cash option of four hundred dollars ($400.00)/month.

Employee insurance coverage shall be subject to the rules and regulations of the carrier.

The Board shall be the policyholder.

G. Insurance Eligibility: Each teacher shall be eligible to enroll in the health plan; however, double coverage is prohibited.

H. In addition to the salary schedule, the Board will pay the annual retirement cost of the Michigan School Employees' Retirement Fund.

I. Any teacher with ten (10) or more years of service to the Napoleon Community Schools who retired under the Michigan Public School Employees Retirement System shall receive the appropriate stipend set forth below provided he/she qualifies. In order to be eligible, the application of the following schedule will be used to determine the amount of pay-off for accumulated sick days upon retirement. *The sick time pay-off may be placed in the teacher's existing annuity (of choice) following their final work day before June 30 of the retirement school year.*

Number of Years	Number of sick Days Accumulated	Amount of Sick Pay Compensation
10	85	$1,500
11-15	91	$1,750
16-20	97	$4,250
21-25	106	$6,000
26-29	109	$8,000
30+	121	$10,500

Example: 26 plus years of service and 97 accumulated sick days would result in a pay-off at retirement of $4,250.

Any teacher who has not met the minimum eighty-five (85) days required amount of accumulated sick days with at least ten (10) years of service, will receive $750 at retirement.

J. Longevity: Teacher service at Napoleon Community Schools will be recognized at the below scale based on years of service to the district. The payment will be made in June following the completion of the school year.

Longevity (15-19 Years of Service @ NCS)	$500
Longevity (20-24 Years of Service @ NCS)	$750
Longevity (25+ Years of Service @ NCS)	$1000

APPENDIX A 1
SALARY SCHEDULE
Steps and 2% 8/25/25-8/10/26
Steps and 2% 8/25/26-8/25/27 *25 Pays*

STEP	BA 2025-2026	MA 2025-2026
0	$48,377	$51,666
1	$51,234	$54,477
2	$53,687	$57,474
3	$56,150	60,190
4	$58,591	$63,049
5	$61,051	$65,904
6	$63,504	$68,761
7	$65,962	$71,608
8	$68,409	$74,461
9	$70,863	$77,311
10	$73,507	$80167
11	$75,798	$83,018
12	$78,417	$85,728
13	$79,591	$87,014

STEP	BA 2026-2027	MA 2026-2027
0	$49,345	$52,699
1	$52,259	$55,567
2	$54,761	$58,653
3	$57,273	$61,394
4	$59,763	$64,310
5	$62,272	$67,222
6	$64,774	$70136
7	$67,281	$73,040
8	$69,777	$75,950
9	$72,280	$78,857
10	$74,977	$81770
11	$77,314	$84,678
12	$79,985	$87,443
13	$81,182	$88,754

APPENDIX B
EXTRA CURRICULAR COMPENSATION

Baseball

Varsity Head Coach	8%
Assistant Coach	6%
Jr. Varsity	6%

Basketball

Boys' Varsity Head Coach	11%
Boys' J.V.	7%
Boys' 9th Grade	5%
Boys' 8th Grade	5%
Boys' 7th Grade	5%
Girls' Varsity Head Coach	11%
Girls' J.V.	7%
Girls' 9th Grade	5%
Girls' 8th Grade	5%
Girls' 7th Grade	5%

Bowling

Boys Coach	6%
Girl's Coach	6%
or	
Head Coach	7%
Assistant Coach	5%

Cheerleaders

Varsity Fall	7%
Varsity Winter	7%
MS Fall	4%
MS Winter	4%

Cross Country

Varsity Head Coach	10%
Varsity Assistant Coach	6%
Middle School Girls' & Boys' Coach	5%

Club Soccer

Head Coach	6%

E Sports

Head Coach Fall	6%
Head Coach Spring	6%

Football

Varsity Head Coach	11%
Varsity Assistant Coaches	7%
J.V. Head Coach	7%
J.V. Assistant Coaches	6%
Middle School Coaches	5%

Golf

Boys' Coach	6%
Girls' Coach	6%

Music

HS Music	14%

Powerlifting

Head Coach	6%

Robotics

Robotics HS Coach Fall	6%
Robotics HS Coach Winter	6%
Robotics HS Coach Spring	3%
Robotics MS Coach	3%

Softball

Varsity Head Coach	8%
Assistant Coach	6%
J.V. Head Coach	6%

Track

Boys' Varsity Head Coach	8%
Boys' Varsity Assistant Coach	6%
Boys' Middle School Coach	5%
Girls' Varsity Head Coach	8%
Girls' Varsity Assistant Coach	6%
Girls' Middle School Coach	5%
Middle School Assistant Coach	5%

Volleyball

Varsity Head Coach	10%
J.V. Coach	6%
Middle School Coaches	5%

Wrestling

Varsity Head Coach	10%
Junior Varsity Coach	6%
Middle School Coach	5%

The above percentages will be applied to the Bachelor's Degree Scale. The appropriate step will be determined by the number of years' experience as an employee *in the activity and paid on the below dates.*

Appendix B Pay Dates	9/25	11/10	12/10	1/10	2/25	4/25	6/10
Fall	50%	50%					
Winter			MSBB100%	50%	50% MSGB100%		
Spring						50%	50%

APPENDIX C
EXTRA CURRICULAR COMPENSATION

The following percentages shall be applied to the Bachelor's Degree Scale, Step 0

School Improvement Chairperson	
High School	5%
Middle School	5%
Elementary	5%
High School Class Advisors	
Senior Class	2-1/2 %
Junior Class	3%
Sophomore Class	1-3/4 %
Freshman Class	1-3/4 %
Elementary Grade Level/Team Leaders	
6 Positions	1%
Department Heads	
1 Foreign Language (6-12)	2%
1 Business (9-12)	2%
3 Language Arts (K-5, 6-8, 9-12)	2%
3 Math (K-5, 6-8, 9-12)	2%
3 Science (K-5, 6-8, 9-12)	2%
3 Social Science (K-5, 6-8, 9-12)	2%
3 Special Education (K-5, 6-8, 9-12)	2%
Academic Group Advisors	
3 Elementary STEM (K-1, 2-3, 4-5)	2%
1 National Honor Society Coordinator (HS and MS)	2%
1 Problem Solvers (6-12)	1-1/2 %
1 Academic Games (9-12)	1%
1 Debate (9-12)	4%
1 Forensics (9-12)	4%
1 Quiz Bowl (9-12)	5%
4 Journalism	
2 Yearbook (6-8, 9-12)	
With Class	3-1/2%
Without Class	5%
2 School Paper (6-8, 9-12)	
With Class	1-1/2 %
Without Class	3%

Club Advisors

1 SADD (9-12)	1%
1 Peer Listening (9-12)	1%
1 Eby JDRF	1%
1 Eby ACS	1%
1 Eby Veteran's Day	1%

Director of Plays/Variety Shows

Annual Community Play	6% (shared)
1 Middle School (two productions)	$500 per production

Student Council Advisors

1 High School	5%
1 Middle School	5%

Music

Drumline	1%
Jazz Band	1%
Elementary Music & HS Support	10%

MSBOA Worker

1 Pay Annually for all MSBOA events	$500

Professional Duties

Elementary Student Council	1%
Elementary Teacher greater than 30 Students	$250 per Semester/Trimester
Elementary Teacher Program Stipend	$300/year total
Secondary Counselors	5 days each @ per diem As needed for scheduling
K-12 Sp. Ed. Teacher Summer Work As Necessary	5 days each @ per diem
Secondary Teacher greater than 3 Teaching Preps (excluding music)	$250 per Semester/Trimester
Extra Duty Pay Tutoring, Sound Tech, Game Manager, ESL, Summer School, Etc.	$35.00 per hour
Mentor Teacher	2% per year
8th Grade Trip Coordinator	2.5%
Foreign Language Trip	3%
High School Bridge Building	2%
Napoleon Teacher w/Graduating Napoleon Senior	$500 Scholarship
HS Wellness Day Coordinator	1.5%

Alternative Education

SSD Coordinator (Special Education)	2%
Testing Coordinator	2%
Work Based Learning Supervisor	$200/Student
Work Based Visit Supervisor	2%
Prom Advisor	1.5%
Yearbook Advisor	.5%
School Improvement Chair	3.5%
E 2020 Supervisor	5%

Napoleon School District

Distribution of Form
1. Superintendent
2. Principal (in duplicate)
3. Association
4. Teacher

Grievance #_____

APPENDIX D
GRIEVANCE REPORT FORM

Building	Assignment	Name of Grievant	Date Filed

A. Date Cause of Grievance Occurred:
_____

B. 1. Nature of Grievance (give article and section allegedly violated):
_____
_____
_____

2. Settlement Desired: _____
_____
_____

_____
Signature *Date*

C. Grievance Committee Disposition: _____
_____
_____

_____
Signature *Date*

D. Teacher's response to grievance committee: _____

_____

_____

_____
Signature *Date*

E. Principal's Disposition: _____

_____

_____

_____
Signature *Date*

F. Teacher's and/or Association response to the Principal: _____

_____

_____

_____
Signature *Date*

G. Superintendent's Disposition: _____

_____

_____

_____
Signature *Date*

H. Teacher's and/or Association response to the Superintendent: _____

_____

_____

I. Board's Disposition: _____

_____

_____

_____
Signature *Date*

APPENDIX E
PART-TIME EMPLOYEES

A. Employees who work less than a full day shall be compensated on a pro-rata basis.

B. Employees who work less than a full day shall be eligible for fringe benefits on a pro-rata basis.

C. For purposes of seniority and tenure, employment for less than a full day shall be considered full time employment.

D. For purposes of salary schedule credit, an employee who works half time or less shall be advanced 1/2 step on the schedule for each year or major fraction thereof worked. Employees working greater than half time shall be advanced a full step on the salary schedule.

E. Full-time employees who voluntarily accept assignment to less than full time employment shall not lose their right to return to full time employment in subsequent school years.

F. Part-time assignments shall consist of contiguous hours of work.

G. Reference to part-time employees shall not include persons employed by the Adult and Community Education Program.

Appendix F (NEW)

Napoleon Community Schools
Master Teacher Program
Beginning 2026-2027

The Master Teacher Program is based on the below, agreeable conditions.

- *The teacher must be at or above Step 13 (by their final year).*
- *The teacher must complete their entire final school year employed by NCS.*
- *The incentive will be $1000/year with a maximum of their 3 final years.*
- *Annual hours/plan must be submitted to the building principal by June 1.*
- *The payment will be made in a June pay period paycheck.*

- ***Step 1: Commitment & Planning***
  - *The teacher must submit a resignation letter to the superintendent with the planned retirement date up to 3 years prior to resignation.*
  - *Notification must be prior to October 1.*
  - *A teacher may rescind their resignation, but the district may collect (over the 24 pays of the following year) the entire cost of any prior payments to the employee.*

- ***Step 2: Annual Community Involvement***
  - *The teacher must volunteer to work 25 hours throughout the school year outside of the regular school day. The teacher must submit a list of volunteer activities/hours (**unpaid**) at the end of the year to their administrator prior to the Schedule C payment.*
  - *Approved activities: Sport Competitions, Tutoring, Community Events, Concessions, Music or Drama Performances, Dance Chaperone, Academic Nights, Eby Carnival, Craft Show(s), Block Party, Maintenance Projects, Acting AD, Fundraisers, Academic & Booster Committees, & Academic Competitions. Additional activities may be approved by the administrator. Teachers will be required to attend recruiting fairs as part of their hours if requested.*

Step 3: Final Year Transition Preparation

- *The teacher must submit to the administrator a copy of all final year lesson plans and a curriculum map.*
- *Room Clean-Out: The teacher must remove all personal items and anything not related to the room's purpose from their classroom, desk(s), cabinet(s), etc. leaving the room in an uncluttered, usable state.*

Teacher's Name:_____ Retirement Date: _____

Teacher's Signature _____ Today's Date:_____

Building Administrator Signature _____

NCS Master Teacher Program

*The teacher must volunteer to work 25 hours throughout the school year outside of the regular school day. The teacher must submit a list of volunteer activities/hours (**unpaid**) at the end of the year to their administrator prior to the June payment.*

- *Approved activities: Sport Competitions, Tutoring, Community Events, Concessions, Music or Drama Performances, Dance Chaperone, Academic Nights, Eby Carnival, Craft Show(s), Block Party, Maintenance Projects, Acting AD, Fundraisers, Academic & Booster Committees, & Academic Competitions. Additional activities may be approved by the administrator.*
- *Forms should be submitted to the central office by June 1 each year.*

Date	Hours	Activity
		Total Hours (25+)