# MASTER AGREEMENT

# BETWEEN

# CADILLAC AREA PUBLIC SCHOOLS

# AND

# CADILLAC EDUCATION ASSOCIATION, MEA/NEA

## September 1, 2026 – August 31, 2029

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## Agreement

This Agreement entered into this September 1, 2026, by and between the Board of Education of Cadillac Area Public Schools, Wexford, Osceola, and Lake Counties, Michigan (hereinafter called "Board") and Cadillac Education Association, MEA/NEA, (hereinafter called "Association").

WHEREAS, the Board of Education has a statutory obligation pursuant to Act 336 of Public Acts of 1947, as amended, to negotiate with the Association with respect to rates of pay, wages, hours of employment or other conditions of employment for the bargaining unit hereinafter specified and the parties through negotiations and good faith have reached an understanding pursuant thereto, now desire to execute this contract covering such Agreement.

## Article I
## Recognition

A. The Board hereby recognizes the Association as exclusive bargaining representative for the purpose of Act 336 of P.A. of 1947, as amended, for the following described bargaining unit:

All full-time and regularly employed part-time certified teachers, GSRP teachers, alternative education program teachers, social workers and licensed school counselors employed by the Board, excluding there from substitute teachers, non-regularly employed part-time teachers and non-teaching supervisors such as, but not necessarily limited to, superintendent of schools, administrative assistants, business manager, principals, athletic director, curriculum coordinator, guidance, reading, math, special education, community education directors, and all non-certified employees.

B. Definitions:
1. The term "teacher" when hereafter used in this Agreement, shall refer to all employees represented by the Association in the bargaining unit or in the negotiating unit as above defined except GSRP teachers which shall be as defined in the Appendix I GSRP Teachers attached hereto.
2. The term "Board" shall include its officers and members and/or its agents.

C. The Board agrees not to negotiate with any teachers' organizations other than the Association for the above described bargaining unit for the duration of this Agreement. Nothing contained herein shall be construed to prohibit an individual teacher from presenting a grievance to the Board level and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of the Agreement providing that the Association has been given the opportunity to be present at such adjustment.

## Article II
## Board's Rights

A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General Schools Laws, or any other laws or regulations. Except as specifically stated by this Agreement, all rights, powers, and authority the Board had prior to this Agreement are retained by the Board.

B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall

continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by the way of limitation, the right to:

1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Employer.
2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change any work or business or school hours or days.
3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or business or school hours or days.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distribution, dissemination, and/or selling its services, methods, schedules and standards of operation, the means, methods, schedules, and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt rules and regulations.
6. Determine the qualifications of employees, including physical conditions as provided by law.
7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its function, authority, amount of supervision and table of organization.
11. Determine the policy affecting the selection, testing or training of employees.
12. To hire all employees, to determine their qualifications and conditions for their continued employment.
13. To establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference, etc. by employees including special programs.
14. Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees and said rules and regulations are not subject to the grievance procedure.
15. To determine and re-determine job content.

C. There is exclusively reserved to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitutions of the State of Michigan and the United States, or which have heretofore been properly exercised by it, excepting where expressly limited by the provisions of this Agreement. The Board retains the rights, among others, to establish and enforce reasonable rules and personnel policies relating employees covered by this agreement, which are not inconsistent with the provisions of this Agreement or violations of law.

It is further recognized that the Board, in meeting such responsibilities and exercising its power and rights, acts through its administrative staff.

D. Subject to the provisions of this agreement and Public Act 379 of the Public Acts of 1965, the school district reserves and retains full rights, authority and discretion to control, supervise and manage the operations of all schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement.

## Article III
## Association Rights

A. Pursuant to Act 336 of 1947, as amended, the Board hereby agrees that every teacher shall have the right to freely organize together or to form, join or assist in labor organizations to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection or refrain from such activities. Further, the Board and Association agrees that they will not directly or indirectly encourage or discourage, deprive or coerce any teacher in the enjoyment of any of the rights covered by Act 336 of 1947, as amended, or other laws of the State of Michigan, or the Constitution of the State of Michigan or the United States; that it will not discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of membership or non-membership in the Association, participation or refraining from participation in any lawful activities of the Association or in collective professional negotiations with the Board of Education or of institution of any grievance pursuant to this contract on any proceeding pursuant to law.

B. No teacher shall be prohibited from or required to wear insignia pins or other reasonable indicia of membership in the Association either on or off school premises.

C. The Association and its members shall have the right to use a room in one of the school buildings upon prior approval of building principal without rental fee except that the Association will be required to pay for any extra custodial expense which may result from said meeting.

D. The Board agrees to make available to the Association, in response to reasonable requests from time to time, available public information or such other available information as is necessary to process a grievance pursuant to this contract. The Association shall reimburse the district in accordance with the Freedom of Information Act (FOIA).

E. Authorized representatives of the Association, including MEA and NEA representatives, may upon obtaining prior approval from the building principal, enter the school building for the purpose of transacting official Association business during the day. It is expressly understood that any CEA member including building representatives, MEA, or NEA representative shall not during the course of a visit, interrupt or interfere in any way with normal school operations, nor shall the representative have the right to take a teacher away from their duty station. Further, any representative not checking in or out of the school building shall be barred from further access to the building during the school year. Any teacher conversing with a representative who has not complied with the provisions of this paragraph may first be subject to written reprimand and thereafter may be subject to further disciplinary action.

F. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards located in teachers' lounges or distribute the notices to teachers; however, all such notices shall be signed. No notices or advertisements dealing with issues or candidates in a public election shall be distributed on school grounds. The Association shall have the right to use on the school premises typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use, without cost to district.

G. The parties specifically recognize the right of the other party to appropriately invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency.

H. The Board may, in its discretion consult with the Association prior to adopting operational millage or when planning new building, expansion or construction, changes in school programs or anticipated layoff, it being recognized that the Association's suggestions may be helpful in overall planning.

I. A Liaison Committee to consist of the four (4) elected CEA officers and/or negotiators and an equal number of administrators shall be created to meet regularly during the school year to discuss problems of mutual interest.

## Article IV
## Fair Employment Practices

A. The Board agrees that it shall not discriminate against any teacher on the basis of race, color, creed, national origin, sex, marital status, political beliefs, disability unrelated to the ability to perform the duties of the position, age, or membership in or lack of membership or participation in the activities of the Association or any other teacher organization, nor to discriminate against a teacher because of his/her institution of a grievance, complaint or proceeding under this Agreement.

B. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of age, race, creed, religion, color, sex, marital status, national origin or disability.

C. The Board and the Association mutually agree that membership in the Association or any other teacher organization not be required as a condition of employment of any teacher with the District.

## Article V
## Compensation and School Calendar

A. The salaries of teachers and licensed school counselors are set forth in Schedule A which is attached to and made a part of this Agreement.

1. Any teacher or licensed school counselor who fulfills the requirements for a BA+30 or Master Degree in a program related to their current, past or future teaching, counseling, administration assignment will be placed on the appropriate Salary Schedule, effective as of the 1st 6th, 12th or 18th pay date when the teacher provides the superintendent with either a written statement from the Office of the Registrar at

the appropriate college or university, upon presentation of the certificate of degree, or by way of written verification from the teacher's degree advisor. The degree must be from an accredited university. Credit hours for the salary schedule must be earned after the completion of receipt of the initial teacher certification.

2. The Board may grant up to five (5) years credit on the salary schedule for outside full-time K-12 public school experience. For experience credit beyond five (5) years, the Board shall have discretion to use its judgment in adjusting actual experience for credit on the salary schedule taking into account part-time experience vs. full-time, non-public school K-12 experience, non K-12 experience, long term substitute experience, elapsed time from last teaching experience, whether prior teaching experience was in the same area to be taught at CAPS and other relevant factors. The CEA President will be given the rationale for weighing experience beyond five (5) years upon request.

B. The compensation for extracurricular assignments annually made by the Board of Education is set forth in Schedule B**.** All duties contained in Schedule B are subject to reassignment at the discretion of the Board of Education and shall not be subject to a grievance**.** Layoff, release or discontinuance of a Schedule B position shall not be construed as a demotion under the Teacher Tenure Act or subject to the grievance process.

C. A teacher teaching an extra class in lieu of a preparation period for a semester or longer shall receive one-sixth (1/6), or one-seventh (1/7) of his/her contractual salary on a pro rata basis.

D. When a teacher instructs an extra class on an ad hoc basis (substitutes for another teacher) in lieu of a preparation period, he/she shall receive twenty-five dollars ($25.00) per hour. Comp time for substituting will be calculated in fifteen (15) minute intervals using a rounding up process. The teacher shall have the option of taking an excused absence day after substituting the equivalent of six (6) hours and 45 minutes. The foregoing shall include elementary teachers when they teach art, vocal music or physical education for an absent art, vocal music or physical education teacher and elementary teachers shall be allowed comp hours as follows: one (1) hour of comp time when requested to attend Winter Sing when outside the workday; one (1) hour comp time when requested to attend Spring Sing when outside the workday; one (1) hour comp time for each hour when requested to attend Sixth Grade Student/Parent Orientation; one (1) hour of comp time for each hour requested to work for Kindergarten Student/Parent Visitation; one (1) hour of comp time per day and pay for other hours over one (1) hour to attend Kindergarten conferences beyond the normal work day conference hours; one (1) comp hour per semester for participation in a

Parent Activity Night, one (1) hour of comp will be given to attend open house, one (1) hour of comp time to attend parent/student orientation. Participation means more than just attendance; the elementary teacher must have some responsibility in dealing with students and/or parents. Comp time will not be provided during field trips or during performances at the auditorium. A substitute shall be provided in all team teaching situations when possible so teachers will only receive comp time if a substitute is not available. Failure to request a substitute shall negate the eligibility for the team teacher to receive comp time. Counselors shall not be eligible to receive over one (1) hour of comp time per day.

Comp time rules:

1. Comp time accumulated in excess of six (6) hours and 45 minutes will be paid at the end of the semester.
2. No more than four (4) school days of comp time and personal business days may be taken in succession, it being understood that Thursday, Friday, Monday, Tuesday, is permissible but not Wednesday, Thursday, Friday, Monday, Tuesday, etc. Exceptions may be made with prior approval from the supervisor.
3. Arrangements for use of time between the principal and the teacher must be complete at least three (3) workdays prior to its use. Comp time to be used before or after a scheduled recess shall be scheduled with the principal thirty (30) calendar days prior to the first day of absence.
4. Teachers may not use accumulated comp time during the first week of a school year, and no more than ten percent (10%) of the building staff may be gone on any single day. In a building with 10 or fewer teaching staff, the number of teachers eligible to use a day of accumulated comp time on any single day shall be set at one.
5. For the following recess periods, comp time will be approved on a first come, first serve basis:
   a. Friday before Labor Day
   b. Labor Day (except as otherwise limited above)
   c. Opening day of deer season (before or after)
   d. Thanksgiving
   e. Presidents' Day
   f. Good Friday (if not included during spring recess)
   g. Memorial Day
6. For the Christmas recess, February recess, and spring recess, the following procedure will be implemented (subject to the limitation above):
   a. Persons interested in being considered for approval to use comp time for the day(s) before or the day(s) after the recess period will be eligible if they have a minimum of six (6) hours comp time at the time of submitting a request to use comp time. The request must be submitted thirty (30) calendar days prior to the beginning of the recess.
   b. With the current established list, new teachers will be added to the bottom of the list based on the date of hire. Staff who have used comp time will be added to the bottom of the list in the order they were originally drawn.
   c. Any person on the established list who falls below six (6) hours of comp time available thirty (30) days before the recess period, will be passed over but will maintain his/her position on the list.
   d. The Association representative and the principal will meet thirty (30) days prior to the beginning of the recess period to determine those eligible/ineligible and make the award. (Send notice to all staff).
   e. A person who has been awarded a slot shall confirm within twenty-four (24) hours to the principal and Association representative the use of the day(s). A person once awarded the day(s) may pass and remain at the top of the list for future recess periods.
   f. This is a continuing rotating procedure and the single list will cover the Christmas recess, February recess and spring recess.
7. Itinerant teachers will be included for all recess periods in the building where

they are recorded in the annual staff directory published by the central office. However, the ten percent (10%) will include teachers only from that directory.

8. None of the ten percent (10%) of the slots not used in a building may be transferred to another building or another recess period. For the Christmas recess, February recess and spring recess periods none of the ten percent (10%) will be available to teachers that didn't apply thirty (30) days in advance.

E. If a teacher is engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in professional grievance negotiations with a Board representative, he/she shall be released from his/her regular duties with the cost of a substitute to be paid by the Association.

F. Each employee who uses his/her own vehicle for official school business at the request of the supervisor shall be reimbursed at the IRS rate for each mile driven while conducting such official school business. Each employee who is away from a school building during a normal meal period, while performing assigned duties shall be reimbursed subject to administrative guidelines.

G. Free sports passes will be distributed at the beginning of each school year to bargaining unit members of the faculty and their immediate family for school-sponsored athletic events.

H. In order to facilitate staff development, the Association and the administration shall jointly plan and schedule inservice meetings through the building school improvement committee. The committee shall carry out the foregoing, that the committee should schedule inservice at times other than the daily contractual obligation time which may include evenings, or during the summer months.

Attendance at inservices outside the daily contractual obligation time shall be voluntary. All notices of inservice outside the daily contractual obligation time will be clearly marked as "non-paid" or "paid". Teachers shall be paid twenty-five dollars ($25.00) per hour to attend the approved paid inservices outside of the daily contractual obligation time. The administration may require individual teachers to attend additional inservices as deemed necessary through adverse evaluation(s). Probationary teachers' contractual obligation shall include five (5) days of inservice for each of three (3) years to meet the requirements for professional development under School Code 380.1526. During the three (3) year period these fifteen (15) days may all be beyond the school calendar (for teachers); however, seven (7) days shall be compensated at the inservice rate up to six (6) hours per day or by release time if during school hours. Any qualifying inservice for which college/university credit is earned, the probationary teacher shall forfeit compensation in lieu of the earned credit. Tenure teacher's contractual obligation shall include the number of professional development days required under section 380.1527 of the school code as amended.

I. The administration will post to seek teacher volunteers to work on special projects during the school year outside the regular school day or during the summer months. Volunteers will be paid at the rate of twenty-five dollars ($25.00) per hour. Any payment under this section will be for only extraordinary work and must be declared in advance on the posting by the administration before asking for volunteers. The filling of positions for summer school or non school year work will not be subject to the grievance procedure.

J. Teachers who agree to accept students under an independent study format shall be paid six hundred dollars ($600.00) per semester per student. If two (2) students are involved in the same course and credit with the same teacher, the teacher shall be paid eight hundred dollars ($800.00) total per semester. Teachers working under this format will be asked to keep a log of all hours spent working with the student(s). Payment shall not be made until the log showing the completion of the work is submitted to the building principal. If a student fails to complete the program once it is started, the teacher shall be paid a pro rata amount as determined by the building principal, assistant superintendent for curriculum and the teacher.

K. Teachers who voluntarily make home visits to at least 75% of their students, with prior administrative approval, will receive two hundred ($200.00) dollars. Payment shall not be made until the log showing the completion of the work is submitted to the building principal.

## Article VI
## Teaching Hours

A. All teachers shall have a daily six (6) hour and forty-five (45) minute contractual obligation and in addition thereto a duty free lunch period of not less than thirty-five (35) minutes for teachers in elementary schools and thirty (30) minutes for teachers in middle school and high school, all of which shall be contained within a seven (7) hour thirty (30) minute period. The beginning and ending of the seven (7) hour thirty (30) minute period shall be as specified by the administration, but shall be between the hours of 8:00 A.M. and 4:30 P.M. for grades K-5 and 7:00 A.M. and 4:30 P.M. for grades 6-12, to commence upon the completion of each phase of district restructuring.

The daily average teaching load for each teacher shall not exceed five (5) hours and twenty-five (25) minutes. The daily average teaching load may deviate three (3) minutes either way without a violation of the contract.

All teachers shall regulate student conduct in hallways or assigned duty stations up to the commencement of actual classroom instruction and during classroom changes where applicable except when on their duty free lunch period. “Regulation of student conduct” shall not give the building principals the right to physical assignment of hallway duties, but teachers shall be required to leave their room to maintain hallway discipline when necessary.

Non-teaching time shall be used for preparation, consultation, planning, professional work with other staff, administrators, parents, and students, and other work related to the teacher’s assignment including travel for itinerant teachers. Teachers may make use of such time for other necessary purposes when mutually agreed by the principal and teacher. Within the parameters of non-teaching time, all teachers shall be provided with an average of fifty (50) minutes per day preparation time. In the secondary buildings preparation time is equal to a class period.

Itinerant teachers shall not be required to travel during their thirty-five (35) minute lunch period. Further, principals shall work together to schedule significant blocks of preparation time when sharing itinerant teachers and shall attempt to be limited between two (2) buildings per day.

Abuse or misuse of the time given to teachers for conference and preparation may result in disciplinary action. On days immediately preceding holidays, all teachers may be excused when students have boarded their respective buses.

1. Principals and other members of the administrative staff shall be free to schedule reasonable activities such as parent-teacher conferences, curriculum meetings, inservice programs, building meetings, following the dismissal of students from school so long as the same is within the aforementioned consecutive seven (7) hours and thirty (30) minutes, except as provided in Paragraph B of Article VI.
2. Special Education teachers will schedule preparation time, with approval of the building administrator, within the work day commensurate with preparation time afforded to general education staff.
3. When the Board provides elementary art, the classroom teacher may use this period for preparation time, but must return the last five (5) minutes to help clean up and/or to prepare for continuing student work on art project(s).
4. Elementary (K-5) teachers shall have planning and preparation time while the art, music and physical education specialists have assumed the classroom teachers' responsibilities. If specialists are absent, the administration shall obtain a substitute where the elementary (K-5) teachers do not wish to teach the specialist classes. If substitutes are unavailable, the teacher shall instruct the specialist's class of students. If elementary (K-5) teachers are deprived of preparation time due to absence of the specialist, the teacher shall be reimbursed at the rate of twenty-five dollars ($25.00) per hour or receive comp time. If a specialist program is deleted from the curriculum, elementary teachers shall resume teaching of normally scheduled classes without additional compensation; however, it shall not serve to increase their daily average teaching load beyond five (5) hours and twenty-five (25) minutes, or as changed in Section A above. The daily average teaching load may deviate three (3) minutes either way without a violation of the contract. Teachers in elementary buildings, except kindergarten teachers and specialists, shall also have the right to use the time when their students are at the scheduled recess, equivalent up to one hundred twenty (120) minutes per week, for preparation and planning.

   Specialists need not supervise recess. Classroom teachers shall assist recess aides in supervision of their students on inclement weather days. The classroom teachers and the aide shall work out a reasonable schedule of supervision so that one adult is in eye contact with a classroom of students.

B. Building meetings, committee meetings, and other school activities including inservices may require the teacher to work outside the daily contractual time. It is expected that all teachers recognize the worth and importance of such meetings and shall be in attendance when the meeting is called by the building principal, assistant principal, or the superintendent. Such meetings shall be limited to three (3) meetings per month ending one hour after the daily contractual obligation time except for one meeting per month that may last until six (6:00) P.M. Attendance after the one hour shall be voluntary except for the one meeting per month that may last to six (6:00) P.M. and teachers shall be notified one (1) week in advance of this meeting. Bargaining unit members involved in Schedule B activities shall attend or make up meetings and inservices as rescheduled with the building principal.

C. Each teacher shall be required to attend parent-teacher conferences and open houses, but attendance at PTO will be voluntary. If a member is absent during this time, he/she shall provide a log to their building supervisor that provides evidence that they have made up the

conferences in-person with parents during planning time or before or after school. The format of the conference, whether in-person, virtual or via email/phone will be based on mutual agreement between staff and administration.

D. Each teacher, with the exception of those teachers who volunteer for paid duty in the amount of twelve dollars and fifty cents ($12.50) for each thirty (30) minute lunch period; shall have not less nor more than the equivalent time received by students of duty-free, uninterrupted lunch daily, except teachers' lunch hours shall be thirty (30) minutes in grades 6-12 and thirty-five (35) minutes in grades K-5. Lunch periods may be staggered in accordance with scheduling by the building principal.

E. Act of God Days:
   1. With the consent of the Association, the Board or administration may use "snow days" or inclement weather days for inservice training. On such days the inservice shall begin no earlier than 9:00 A.M. and will end no later than 2:00 P.M. The Board reserves the right to alter the school calendar in order to achieve the minimum number of hours and days of student instruction required by state law. The Board prefers make up days, if needed, occur as consecutive weekdays immediately following the previously scheduled last day of instruction.
   2. Teachers will report thirty (30) minutes before students for building meetings, conferences and planning time on late start Act of God Days where the delay of the start of school is two (2) or more hours from the normal starting time.

## Article VII
## Teaching Loads and Assignments

A. All teachers shall assume authority for student conduct on school property or school sponsored events off school property to which he/she has been assigned.

B. The Board and the Association recognize that being assigned a combination class, while sometimes necessary, creates new and different problems for the classroom teacher. Accordingly, when combination rooms are deemed necessary by the administration, the following standards shall be observed:
   1. The student makeup of the classes for combination rooms will be finalized with input from the grade level classroom teachers who are sending the students and those who are receiving the students. This input shall attempt to achieve an equitable distribution of academic ability and socioeconomic background of students. The makeup of the combination class will be subject to the final approval of the building principal.

C. It shall be understood that "team-teaching" exists when two or more teachers share the same instructional time with the same students. Any team member who deems their team teaching assignment to be unsatisfactory shall give their concerns in writing to the building principal but the decision is not subject to the grievance procedure. The building principal will address the concerns and respond in writing. A team member can request a meeting with administration to address his/her concerns.

D. No teacher should be assigned outside their certification area except cases that are in the best interest of the students and/or program or as emergency situations necessitate.

## Article VIII
## Teaching Conditions

A. Class Size

1. General Rules

a. The individual classes shall be given careful consideration and any inequities adjusted upon the request of the teacher if economically and educationally feasible and desirable.

b. In secondary (6-12) school traditionally larger classes shall be defined as physical education classes, music and team teaching classes. If such classes have enrollments that are considered by the teacher to be an overload, and after meeting with the principal the problem is unresolved, the secondary teacher may file a grievance on the class size of traditionally larger classes to level three only.

c. Secondary class size should be twenty-five (25) to thirty (30) per class except in traditionally larger classes. The Board recognizes that certain secondary classes require a manageable class size.

d. In kindergarten through third grade, class size should be twenty-three (23) to twenty-six (26) students per class; however, the Board will work toward a class size of twenty-three (23) in active developmentally appropriate program classrooms K-2 as determined by the administration. Grades 4 and 5 should be twenty three (23) to twenty eight (28) students per class.

e. Elementary art, music, and physical education should be twenty-three (23) to twenty-eight (28). It is understood that art, music and physical education classes in elementary grades shall not be doubled up; however, adjustments may be made to combination classrooms up to thirty-five (35) to forty-two (42) pupils per section if no other reasonable alternatives exist. Elementary art, music or physical education should not exceed three hundred (300) to three hundred twenty-five (325) pupils per day except for special events and/or practices.

f. If the number of students exceeds the top of the range it will be considered to be an “overload”. The administration shall notify, in writing, within ten (10) days, the Association and Board of all classes in which an overload exists.

g. When the above class size exceeds the maximum the principal shall within ten (10) school days arrange a meeting with the teacher to arrive at an agreeable solution to the problem. If no agreement has been reached within ten (10) school days of such meeting, the teacher will be compensated for the days of the overload at the rate of one thousand, five hundred dollars ($1,500.00) per year, per teacher for K-5 and one thousand, five hundred dollars ($1,500.00) per year prorated, per teacher, per class in secondary. If the overload reaches three (3) students per class then a teacher assistant may be requested for one (1) hour each day in the elementary and the same amount of teacher assistant time may be prorated for secondary in lieu of the additional compensation. However, K-5 teachers may request and receive the allocated teacher assistant time with a two (2) student overload in lieu of compensation. No request for teacher assistant will be denied for reasons that are arbitrary and capricious. The Board shall strive to maintain that no class exceeds three (3) students over the top of the class size guidelines.

B. Special Education and Office of Civil Rights (Section 504)

The Board and the Association agree to abide by all provisions of the Individuals with Disabilities Education Act, its regulations, State special education laws and rules, and Office of Civil Rights, (Section 504).

1. The Board agrees to immediately notify the Association, in writing, should it make a request to the State for a waiver or a deviation from the State Special Education Rules. Copies of the deviation requests will be provided to the Association president.
2. The parties acknowledge that the policy of Least Restrictive Environment is legally mandated. It is also recognized that the extent to which any special education student should participate in regular education programs and services involves consideration of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC). The general education classroom teacher and the appropriate special education teachers are jointly responsible for the implementation of the IEPC and the educational needs of special education students assigned to the teacher's class.
3. The student's special education teacher will have the responsibility of contacting the general education teacher(s) for purposes of sharing pertinent information, discussing the special needs of said students and addressing other appropriate issues as same may arise using ongoing communications throughout the student's placement in regular education class. The special education teacher will have the responsibility for contacting the general education teacher(s) prior to the student entering the regular education classroom(s).
4. When a general education classroom teacher is assigned a student from a special education program for severely impaired students, the teacher shall not be expected to perform routine, scheduled maintenance of an apparatus used by the student to sustain his/her bodily functions nor render routine scheduled care or maintenance of exceptional bodily functions (e.g.: tracheotomy, etc.) related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the teacher's responsibility to implement the student's individualized educational plan and for attending to the educational needs of the student while in the teacher's class.
5. The administration will make a reasonable attempt to provide for a substitute in the absence of the regularly assigned special education aide.

C. Copies of the notices shall be sent to the president of the Association.

D. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties and/or their assigned members will confer from time to time for the purpose of improving this selection.

E. The Board shall make available in each school a lunchroom, workroom, restroom and lavatory facilities for the teacher's use where possible. Telephones for teachers' use will continue to be made available as in the past.

F. Each teacher shall maintain with the office of the superintendent and the building principal the current correct address and phone number which may be used to contact him/her in emergency matters.

G. Every teacher and licensed school counselor employed by the Board must have a valid certificate/license. This certificate/license must be filed with the superintendent. Failure to file the certificate/license or loss of certification/license may result in loss of employment.

H. Problems concerning the physical classroom, including lighting and air circulation shall be addressed by the Liaison Committee if not satisfactorily resolved by the building principal in the first instance.

## Article IX
## Letters of Intent

A. Any teacher possessing the qualifications may apply in writing for such vacancy at the superintendent's office.

B. The Board shall furnish each teacher a letter of intent (copy of which is attached hereto), to return, retire, or terminate his employment on or before the 15th day of February of each year of this contract. These letters shall be signed and returned by the teacher indicating the intended status for the ensuing school year, not later than the 28th day of February. Thereafter but not later than the 15th day of March, the Board shall post notices of vacancies. Any teacher who fails to submit a letter of intent to return, or reverses his position previously taken in a letter of intent submitted to the Board on or before the 28th of February, may be subject to having his position posted as a vacancy and if filled, subject to unrequested transfer at the discretion of the administration.

The Board agrees to provide the Association with a summary record of the letters of intent that are submitted by the bargaining unit members to the Association in March.

## Article X
## Leaves of Absence

A. Sick Leave: All full-time teachers absent from duty shall be allowed a total of 72 hours per school year with pay. Teachers less than full-time will have their hours prorated based on FTE. The 72 hours sick leave per school year shall be considered new available sick leave, and shall be separate from a teacher's accumulated sick days a teacher shall be allowed to retain and accumulate any of the 72 hours that are unused. This yearly accumulation of sick days will continue until a teacher has reached the limits set by Article X, Section G1.

The District may require reasonable documentation for absences of more than three (3) consecutive scheduled workdays, consistent with applicable law. Documentation requirements shall not be overly burdensome or delay the use of earned sick time.

B. Sick leave may be used for the following reasons:
   1. Personal illness.
   2. Illness in immediate family (spouse, siblings, children, grandchildren, parents, grandparents, parents-in-law and household dependents) consistent with current state and federal law.
   3. Death in the immediate family (as specified in Paragraph E below).
   4. Prolonged disability – A prolonged disability shall be defined as absence from work for three (3) consecutive days or more. Any teacher shall notify the building principal upon the determination that the period of absence will be three (3) or more days so that further arrangements may be made with the substitute to assure better continuity

of education. The notice shall contain the anticipated number of days absent. Changes therefrom may be made only after a written doctor's notice of ability to return at least one day in advance of return. Failure to follow notice procedures may result in disciplinary action consistent with this Agreement.

5. Anticipated prolonged disability – Any teacher that can anticipate a prolonged disability shall notify the building principal in writing as soon as possible. The notification shall contain the projected dates of confinement. Failure to follow notice procedures may result in appropriate disciplinary action consistent with this Agreement. Use of sick leave shall be only for the duration of the actual incapacity, and the Board reserves the right of written verification and/or consultation with or from a physician. In cases of scheduled surgery, childbirth or similar circumstances, written notice shall be given at least thirty (30) days in advance of confinement, whenever possible.
6. Any leave defined above can run concurrently with any eligible leave that is approved under FMLA.
7. Any other reason consistent with current state and federal law.

C. Sick leave granted shall be frontloaded with an annual amount of sick leave that meets or exceeds the minimum required by applicable law. Sick leave may be used in increments of one (1) hour or more.

D. Teachers shall be required to notify the building principal or his designee in the event of an absence due to personal, critical or emergency illnesses one (1) hour prior to normal report time or not later than 7:00 A.M., whichever is earlier, of the expected day of absence so that a substitute may be obtained, unless circumstances make such notification impossible or unreasonable to do so. To be eligible for payment for the date of absence without timely notification to the principal at the time specified, it will be necessary for the teacher to file with the building principal, a written statement concerning the reasons for failure to notify. The principal shall have the discretion to waive notification.

E. Each teacher may be granted one (1) day with pay to attend the funeral of a person not in his/her immediate family not to exceed five (5) such days per year. No more than nine (9) teachers may attend the same funeral.

F. Teachers may use in any one (1) school year, up to three (3) days for death in the immediate family as defined or five (5) days for a spouse, parent, or child, without deduction from sick leave, thereafter up to four (4) days may be used for death in the immediate family which shall be deductible from sick leave. The foregoing days shall be non-accumulative. Notification for leave for a funeral is expected as soon as practicable to the superintendent and the building principal.

G. Sick Day Accumulation

1. A teacher with less than 27 years of service credit with the Michigan Public Schools Employee Retirement System and ten (10) years with the Cadillac Area Public Schools shall be allowed to accumulate up to ninety (90) granted and unused sick leave days.
    a. A teacher in this category, having reached the maximum accumulation of ninety (90) granted and unused sick leave days at the end of previous school year, shall begin the new school year with ninety (90) *accumulated* sick leave

days plus ten (10) new sick leave days (Article X, Section A) for a combined total of 100 *available* sick days for the school year.

2. A teacher with 27 years or more of service credit with the Michigan Public Schools Employee Retirement System and ten (10) years with the Cadillac Area Public Schools shall be allowed to accumulate up to one hundred (100) granted and unused sick days.
    a. A teacher in this category, having reached the maximum accumulation of one hundred (100) granted and unused sick leave days at the end of the previous school year, shall begin the new school year with one hundred (100) *accumulated* sick leave days plus ten (10) new sick leave days (Article X, Section A) for a combined total of 110 *available* sick leave days for the school year.
3. 27 years of service credit with the Michigan Public Schools Employee Retirement System shall mean either:
    a. 27 years of service.
        -OR-
    b. A combination of years of service plus the years of purchased (paid for) service totaling 27 years.
4. An Office of Retirement Services (ORS) statement shall serve as proof that a teacher has acquired the necessary 27 years of service credit with the Michigan Public Schools Employee Retirement System.
5. It is the teacher's responsibility to prove that s/he is eligible to accumulate one hundred (100) sick days by providing the Cadillac Area Public Schools Board of Education with an ORS statement.
6. All seventy two (72) Article X, Section A sick leave hours shall be used before any of a teacher's accumulated sick leave days (Article X, Section F).
7. An employee who retires under the Michigan Public Schools Employee Retirement System after ten (10) years service in the Cadillac School District will be paid one hundred and ten dollars ($110.00) for each accumulated sick day at the time of retirement or death**,** which is to be paid solely through the pre-tax 403b plan.

H. Sick Leave Bank – District Central Bank:

1. A District Central Bank shall be created effective the first day the employee works in the current school year. The District Central Bank total shall be allowed to be used as needed, without any further employee contribution of days, until the accumulated total reaches three thousand (3,000). Each member shall automatically have one day deducted from his/her accumulated total when the accumulated total drops below three thousand (3,000). When the District Central Bank drops below three thousand (3,000) days, each member will be allowed eleven (11) days. The employee will place one (1) of his/her days at the disposal of the District's Central Bank.
2. The District Central Bank is intended to provide each teacher with comprehensive protection from financial burdens imposed by prolonged disability, long-term illness, disability accident or the same chronic recurring illnesses. In order to be eligible to draw from the sick bank, the following criteria must be satisfied:

a. A teacher employed for more than two years may not draw from the sick leave bank until after the fifteenth (15) day of absence as a result of the same illness or disability, other than those listed in G.2. above when the fifteen (15) day absence has already been met.
b. No teacher may draw from the sick bank until he or she has exhausted all but two of their accumulated sick days.
c. No teacher may draw from the sick bank while on a leave of absence without pay or while drawing workers' compensation or while drawing long term disability.
d. A teacher shall not be eligible to draw more than ninety (90) workdays' pay from the sick leave bank without reapplication to the sick bank for individual consideration.
e. Applications for long-term disability must be made as soon as the teacher is reasonably aware that the policy may be applicable to his/her situation. All teachers drawing from the sick leave bank must apply for long-term disability and must take long-term disability in lieu of sick bank benefits as soon as they are eligible to do so. Consideration should be given for additional sick bank days (to the ninety [90] sick bank day limit) when an employee returns from LTD. Salary received from the District will be returned if LTD benefits are approved for the same days.
f. First and second year teachers may use sick bank benefits without regard to 2-a above.

3. The District Central Bank Committee shall be composed of four (4) members, an equal number of representatives of the Association and the administration. All approvals of the Committee shall be by a majority of the members. The criteria for such approvals shall be set and published by the District Central Bank Committee. This shall not apply while a person is drawing workers' compensation award.
4. Unused leave days credited to the sick bank shall carry over to the following school year.
5. Prolonged disability shall be defined as four (4) consecutive weeks with a physician's statement attesting to the incapacity to work. The Board reserves the right to require a second opinion from the Board's physician at the Board's cost. Childcare, as differentiated from disability due to childbirth, shall not be covered by sick leave or the sick bank provisions.
6. It is expressly understood that the provisions of the sick leave bank are only for the personal illness of the teacher and shall not apply for family care, childcare, or illnesses of the immediate family. Under extenuating circumstances, a teacher may apply to the sick bank for up to a maximum of ten (10) days to be utilized to care for an immediate family member with a serious health condition, including when a teacher must make arrangements for necessary medical and/or nursing care.

I. The Board shall have the right in its discretion to require a teacher to submit to a physical or mental examination at Board expense by a licensed physician approved by the Board. The Board may refer the teacher to its physician. If the teacher does not agree to see the original Board physician, the Board will pick another physician from a list made by the Association of not less than five (5) physicians nor more than ten (10) physicians. The physician acting for the Board from the above list shall have the right to refer to a specialist.

J. Other Leaves of Absence with Pay.

1. Teachers called for jury service during the school year, or subpoenaed as a witness in a school-connected dispute will be granted unlimited days absence (except this shall not apply to any dispute in which the Association is a party or representing a party). It is expressly understood that any compensation received by the teacher in the form of witness fees or jury pay will be deducted from the teacher's normal salary.
2. If a teacher is released from jury duty prior to the end of his/her work day, the teacher shall contact the building principal to determine whether he/she should return to work.
3. A maximum of three (3) days per year, non-accumulative may be granted for personal business of the 6-12 teachers. A maximum of four (4) days per year, non-accumulative may be granted for personal business of the K-5 teachers. The days may be used by the teacher without disclosing the reason therefore; however, the request form shall be signed by the teacher stating the provisions of this entire subsection (I, 2.) will be honored. It shall not be taken on a workday preceding or succeeding a vacation or holiday unless for an acceptable reason, nor if the teacher can make arrangements to avoid its use.
    a. As a condition precedent to receiving pay for personal business days, the teacher shall request permission from the principal or superintendent at least two (2) working days in advance of the expected date of absence.
    b. It is expressly understood that personal business days may not be used for family vacations, shopping trips or recreational pursuits.
    c. Exceptions to a & b may be made in the sole discretion of the principal or superintendent and shall be subject to the grievance procedure.

K. Application of Family and Medical Leave Act to Utilization of Paid Sick Leave.

For purposes of the Family and Medical Leave Act (PL 103-3), sick leave shall be charged at the election of either the Board or the bargaining unit member. This shall apply to:

1. Sick leave which is utilized to care for a family member (child, spouse or parent) with a serious health condition, including where a teacher must make arrangements for necessary medical and/or nursing care. (See Sec. A-2)

2. Sick leave which is utilized due to a serious health condition which renders the teacher unable to perform the functions of his/her job. (See A-1, A-4, A-5, F-1, G)

L. Intermittent and Reduced Schedule Leave. Where a bargaining unit member requests intermittent leave or reduced schedule leave under the Family and Medical Leave Act for more than twenty percent (20%) of the total number of working days over the period the leave would extend, the Board may require that the teacher:

1. Take leave for the duration of the planned treatment, OR
2. Transfer temporarily to an alternative position for which the teacher is certified and qualified (and which has equivalent pay and benefits) where the temporary transfer would better accommodate the need for recurring leave, in comparison to the teacher's current assignment. If temporary transfer is required under this section, it may occur without regard to other transfer terms under this contract.
3. Intermittent leave, to the extent required by the Family and Medical Leave Act, shall be taken in intervals of not less than two (2) hours. Employees shall attempt to schedule intermittent leave so as not to disrupt the continuity of services and instruction.

M. Leaves of Absence Without Pay. May be granted upon the written request of the teacher to the Board of Education. These leaves of absence will be granted in the sole discretion of the Board of Education who reserves the right to specify the beginning and terminating dates of the leave of absence, subject to the Family and Medical Leave Act. Requests may be filed for:

1. Study related to the teacher's licensed field shall be for the maximum length of one (1) year only.
2. A leave of absence for military service shall be granted in accordance with Act 145 of 1943, as amended.
3. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available may be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year. The leave may be renewed for one additional year upon written request sixty (60) days prior to the end of the original leave and with consent of the Board of Education. This leave of absence shall be credited against teachers' rights under the Family and Medical Leave Act.
    a. Teachers accessing leave under this section shall provide thirty (30) days written notice prior to the date on which leave is to commence. If the teacher must begin medical treatment sooner, notice shall be given as promptly as is practicable under the circumstances.
    b. The Board has the right to receive medical certification from the teacher's health care provider regarding the necessity for leave, which shall include:
        (1) The date the illness or disability commenced and the health care provider's best medical judgment concerning the probable duration of the condition;
        (2) A brief statement of the regimen of treatment prescribed for the condition by the health care provider (including estimated number of visits, nature, frequency and duration of treatment, including treatment by another provider of health services on referral by or order of the health care provider);
        (3) Indication of whether inpatient hospitalization is required; and
        (4) Either a statement that the teacher is unable to perform work of any kind, or a statement that the teacher is unable to perform the essential functions of the teacher's position with or without reasonable accommodation.
    c. The Board has the right to require a second medical opinion (at Board expense). If that opinion differs from that of the teacher's health provider, the teacher and the Board (in consultation with the Association, if requested by the teacher) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding. The cost of this examination shall be paid by the Board.
    d. The Board shall have the right to require reasonable re-certification during the leave period and medical certification of the teacher's fitness to return to duty at the expiration of the leave period.
4. Up to one (1) year for the purpose of critical care of any immediate family members (spouses, siblings, parents, grandparents, and children) or for the care of any individual for whom the teacher is the legal guardian.

    a. An unpaid leave of absence taken for the purpose of caring for a spouse, child or parent with a serious health condition, as defined by the Family and Medical

Leave Act, shall be taken concurrently with his/her leave provision to the extent of the teacher's eligibility under the Family and Medical Leave Act.

5. Up to one (1) year for the purpose of child care. Beginning and ending dates are to be agreed upon at the time of the request. In most cases, such leave will end at the end of the school year. Other ending dates will be considered if satisfactory arrangements can be made.
   a. An unpaid leave of absence taken for the purpose of caring for a child with a serious health condition or because of the birth of a child (and in order to care for that child) or due to placement for adoption or foster care, as defined by the Family and Medical Leave Act, shall be taken concurrently with this leave provision to the extent of the teacher's eligibility under the Family and Medical Leave Act.
   b. Leave taken under this section in connection with the birth of a child or due to placement for the adoption or foster care must be concluded at the end of the twelve (12) month period beginning on the date of birth or placement, as is applicable.
6. Each teacher shall, upon request, be granted unpaid leave up to five (5) consecutive workdays. A teacher may request such leave no more than once each two (2) school years. Even though unpaid leave of absence is granted for this section, Board paid benefits will continue during the five (5) days of absence.
7. Other leaves of absence may be granted without pay in the sole discretion of the Board of Education upon receiving from the requesting teacher in writing the purpose of the leave of absence, the probable advantage to the school district, the length of requested leave, and such other information as will assist the Board of Education in making a decision concerning the leave of absence.
8. General conditions pertaining to unpaid leaves shall be as follows:
   a. Seniority shall remain unbroken and shall accumulate during the unpaid leave. However, no experience credit for the purpose of entitlement to benefits under this contract shall accrue during unpaid leave, except L (4) and (5).
   b. The employee taking unpaid leave shall be responsible for payment of premiums (to the extent continuation coverage is available under COBRA) during such leave, except the Board will be responsible for payment of premiums from the following leaves:
      (1) Personal illness/disability taken under Section A of this Article.
      (2) Where leave is taken for the purpose of caring for a spouse, child or parent with a serious health condition, or caring for a newborn or placement for adoption or foster care as defined by the Family and Medical Leave Act, and as referenced under L (4) and (5) of this Article, Board paid medical insurance premium continuation shall not exceed twelve (12) weeks or the extent of the teacher's entitlement under the Family and Medical Leave Act, whichever is less. Any insurance premium continuation by the Board due to the teacher's utilization of paid leave for purpose specified in this subsection shall be credited to the above interval.
   c. If the teacher fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other

payments due the teacher with any deficiency to be remitted by the teacher to the Board within sixty (60) days of demand.

d. The Board and the teacher agree to cooperate in scheduling commencement and return from leave at a time which minimizes disruption to the continuity of educational programming and service delivery.

(1) If a teacher begins leave more than five (5) weeks before the end of a semester, the Board may require that leave be taken until the conclusion of the semester if the leave is to last at least three (3) weeks and the teacher would return to work during the three (3) week period immediately before the conclusion of the semester.

(2) If a teacher begins leave (other than for the teacher's own serious health condition) during the five (5) week period before the end of a semester, the Board may require that leave be taken until the end of the semester if the leave will last more than two (2) weeks and if the teacher would return to work during the two (2) week period immediately before the end of the semester.

(3) If a teacher begins leave (other than for the teacher's own serious health condition) during the three (3) week period before the end of a semester and the leave will last more than five (5) working days, the Board may require the teacher to take leave until the end of the semester.

(4) If a teacher does not return to teaching upon the expiration of the leave, he/she shall conclusively be deemed to have resigned.

N. A total of fifteen (15) days paid leave of absence may be granted by the superintendent of schools to the Association for use by its officers or agents to attend professional meetings. The president of the Association shall provide a two (2) day advance written notice to the superintendent except when an emergency situation exists. The Association shall pay the cost of a substitute for each day so used and reimburse the District for the retirement contributions paid by the District for the absent employee.

O. Act of God Days Policy

1. Sick Leave
   Sick leave will not be deducted on an Act of God Day unless teachers are required to report for inservice per Article VI section E-1.
2. Personal Business Leave
   Personal business day will not be deducted on an Act of God Day unless teachers are required to report for an inservice per Article VI Section E-1.
3. Funeral Leave
   a. Funeral leave day taken under Article X, Section D, will be deducted if an Act of God Day falls on a prearranged leave day and the individual uses that day for the purpose intended. The teacher will indicate to the building principal within two (2) days of returning from leave whether or not the leave was used.
   b. Funeral leave taken under Article X, Section E, will not be deducted if the first day of such leave falls on an Act of God Day.

4. Non-Paid Leave Day
   If an Act of God Day falls on a non-paid day, the day will not be paid and will be treated as if the Act of God Day did not exist.

P. Attendance Incentives

1. Any teacher who ends a school year with ninety (90) or more accumulated sick leave days shall be eligible to receive “Attendance Incentive” pay the following school year.
2. Once a teacher becomes eligible to receive the “Attendance Incentive” s/he will continue to be eligible for the “Attendance Incentive” pay each school year, up to and including his/her year of retirement, provided that the teacher maintains ninety (90) or more accumulated sick leave days at the end of the previous school year.
3. Attendance payments are directly related to the Article X, Section A ten (10) new sick leave days per school year.
4. Each school year, the determination of whether or not a teacher (who has accumulated ninety (90) or more sick leave days the previous school year) receives the “Attendance Incentive” shall be based solely on how a teacher uses the Article X, Section A ten (10) new sick leave days per school year.

    a. Teachers with the maximum of 90 days shall be granted the allotted ten days for use in the upcoming school year. If at the end of that school year the teacher has used two or less of those allotted ten days, the teacher shall be paid into a tax sheltered annuity 30% of the teachers daily rate (salary / number of teacher work days). If the teacher used four or less sick days, the teacher shall receive 20% of their daily rate paid into a tax sheltered annuity. If the teacher is absent more than four days during that school year they shall receive no payment. The incentive payment by the school district shall not exceed $25,000 per school year. If the amount would exceed the above maximum amounts, the percentage of payment shall be recalculated on a prorata share to eligible teachers.
    b. Each teacher shall receive credit for each personal business day(s) and/or hours not used by the end of the school year and will be converted to sick leave time. Or the teacher may elect in writing to central office no later than June 1st of each school year to receive credit for three comp hours, or the financial equivalent, for each unused personal business day each school year.

## Article XI
## Protection of Teachers

A. Discipline – Special Students. The Board will give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, or law enforcement personnel, the teacher shall advise the principal, and if the principal concurs and such help is available, reasonable steps shall be taken to provide such special attention as is required. In the event of a disagreement, the teacher may appeal the decision to the superintendent.

B. Care of Property and Safety of Pupils. Teachers shall be expected to exercise reasonable care with respect to safety of pupils and property and will be cautioned that they will be individually liable to pupils and/or parents for injury in the case of negligence.

C. Assault. Any case of assault upon a teacher which had its inception in a school-centered problem shall be promptly reported to the Board or its designated representative. If the

assault was by pupil(s), administration shall promptly investigate the matter and determine suitable treatment for this assaulting pupil(s). This decision shall be communicated to the teacher concerned. If the assault is by an adult, who is not a pupil, the Board or its designated representative shall promptly report the incident to the proper law enforcement authorities. Further, upon receiving the report of the assault, the administration will immediately implement the applicable provisions of board policy.

D. Where the teacher is sued in either case above, any teacher not otherwise covered by insurance, either through MEA or some independent insurance carrier, may apply to the Board of Education for legal assistance through the District's liability insurance. If the Board of Education shall determine that the teacher has acted within the scope of Board policy, the Board shall provide legal counsel to the teacher to advise him/her of his/her rights in the given incident. This advice may also include a trial but not an appeal thereof.

E. Parent Complaint. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention if considered serious enough by the appropriate administrator. The identity of the parent making the complaint shall be made known to the teacher.

F. Loss of time, injury at school. Any injury, including assaults, which arises out of or occurs in the course of employment of a teacher, shall be promptly reported to the building principal. The teacher shall be supplied with the appropriate forms in the event a workers' compensation claim is to be filed. If a teacher is involved in an assault as mentioned in Paragraph D above, and the Board of Education determines that the teacher has acted within the scope of Board policy, the teacher will not suffer a loss of sick days as a result of an injury incurred during the assault. Further, the district will supplement compensation (if not determined to be an "offset" under the LTD/ workers' compensation rules) to the extent needed to bring the total compensation to the current daily salary level of the assaulted staff person when only partial wages are being paid by workers' compensation, LTD, and/or social security disability, for the period of disability, but not longer than the equivalent of the qualification period of 90 calendar days for LTD as provided for in Article XV. Insurance benefits will be provided by the District for the same period. In the event of an injury arising out of an assault, which occurred because the teacher was not acting within the scope of Board policy, accumulated sick leave may be used and insurance benefits provided if required by law. However, it is expressly understood that the teacher may be subject to disciplinary action by the Board of Education if the situation warrants same.

## Article XII
## Negotiation Procedures

A. This Agreement shall automatically be renewed for one (1) full year after its termination date unless either party notifies the other in writing not more than two hundred ten (210) days nor less than ninety (90) days prior to its termination that it wishes to cancel the entire contract and enter into negotiations on a new contract.

B. 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 within or outside the district. No final agreement between the parties may be executed without ratification by a majority of the membership of the Association and by a majority of the Board of Education, but the parties mutually pledge that representatives selected by each

shall be clothed with the 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.

C. If the parties fail to reach agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.

D. No Strike Clause with Penalty Provisions. The Association recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, by teachers, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

Further, it is agreed that in the event a strike or sanction is imposed against the Board of Education during the life of this contract, that its president and chairman of its negotiating team will, within twenty-four (24) hours after the commencement of said strike or sanction, publicly by means of radio, television or publications circulated within the District, denounce said strike or sanction as contrary not only to this Agreement, but to the law and public policy of the State of Michigan and publicly state as aforesaid that it is not in keeping with the high standards of the profession of teaching. In the event said strike or sanction continues for more than twenty-four (24) hours, it is hereby agreed that the Board of Education may obtain a judgment in a court of competent jurisdiction, for the sum of not less than 1/45 of the then current State Aid, as stipulated damages to be levied against the Association and its members jointly and severally for each day that the strike thereafter continues.

## Article XIII
## Grievance Procedure

A. A grievance shall be an alleged violation of the expressed terms of this contract. The Association shall have the right to file a grievance where the alleged violation is system wide provided that one or more teachers affected thereby sign the grievance as hereinafter specified. Prior to initiating a formal grievance, the bargaining unit member and the appropriate administrator shall make a good faith effort to resolve the concern informally through discussion and collaborative problem-solving.

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

1. Any prohibited subject under PERA, or any areas in which the Tenure Act prescribes a procedure or authorizes a remedy shall not be the basis of any grievance.
2. Class size may not be grieved (except Article VIII A-1, b. which may be grieved to Level Three only).
3. The appointment or reappointment of extra curricular positions, or any matter whereby an alternative forum exists under state or federal law.
4. Those items pertaining to Schedule B.

B. The Association shall designate one association representative per building to handle grievances when requested by the grievant, and shall notify the superintendent of the names of said representatives not later than September 15th of each school year. The Board designates the principal of each building to act as its representative at Level One as and the superintendent or designated representative to act at Level Two.

C. The term "days" as used herein shall mean days in which school is in session**.** This includes days when the superintendent's office is open during the summer months.

D. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsections of this contract alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such rejection shall not extend the time limitation.

E. Level One. A teacher believing him/herself wronged by an alleged violation of the express provisions of this contract shall within five (5) days of its alleged occurrence file the grievance in writing with the building principal. Within five (5) days of receipt of the grievance, the principal shall arrange a meeting with the grievant to discuss solutions to the grievance. Within five (5) days of the discussion, the principal shall render his decision in writing, transmitting a copy of said decision to the grievant. If the decision is unsatisfactory to the grievant or if no decision is rendered, the grievant may appeal the grievance within five (5) days of the written decision of the principal or if no written decision is rendered within ten (10) days of the discussion with the principal to Level Two.

Level Two. A copy of the written grievance shall be filed with the superintendent or designee as specified in Level One with the endorsement of the approval or disapproval of the Association. Within ten (10) days of receipt of the grievance, the superintendent or designee shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within ten (10) days of the discussion, the superintendent or designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the building principal in which the grievance arose, and place a copy of same at central office.

If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

Level Three. Upon proper Appeal, the Board shall allow the teacher or his Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate

the grievance, provided however, that in no event except with express consent of the Association shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing. A copy of the written decision of the Board shall be forwarded to the superintendent for filing at central office, the building principal, and the secretary of the Association. In cases involving class size, the matter shall be heard by a Board committee designated for that purpose. The committee shall hear any appeals from Level Two within fifteen (15) days of filing the appeal as specified in Level Two. The committee's recommendation for resolution shall be rendered in writing within ten (10) days of the conclusion of hearings. Thereafter, if the Association disagrees with the committee's recommendation, it may appeal to the full Board of Education at its next regular meeting.

Level Four. Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it has ten (10) days after the decision of the Board, in writing, to request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, one shall be selected by the American Arbitration Association in accordance with its rules.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle a grievance.
3. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter or amend, or subtract from the terms of this Agreement. He shall not hear any grievance previously barred from the scope of the grievance procedure, nor shall he question the reasonableness of Board policy, nor review non-renewal nor new assignments of extra duties for extra pay as outlined in Schedule B. The arbitrator shall have no authority to rule on evaluation, layoff, recall, assignment, discipline, discharge, or incentive pay. If any grievance award shall include back pay, his award shall not extend more than thirty (30) days prior to the date of the Level One Conference.
4. Grievances of similar nature may not be considered except upon express written mutual consent.
5. The costs of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation. The decision of the arbitrator shall be binding on both parties.

6. The arbitrator shall have no authority to rule on evaluation, layoff, recall, assignment, discipline or discharge, or incentive pay except when qualifying under Article XVI. If any grievance award shall include back pay, this award shall not extend more than thirty (30) days prior to the date of the Level One Conference.

F. Should a teacher or the Association fail to institute or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred.

G. All preparation, filing, presentation or consideration of grievances through Level Four shall be held at times other than when a teacher or a participating Association representative is to be at his/her assigned duty stations.

H. Miscellaneous Conditions:

1. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

2. Grievances filed as Union grievances may, at the option of the Union, be initiated at Level 2 of the grievance procedure; however, the filing timelines applicable to Level 1 shall still apply.

3. For the purpose of assisting a bargaining unit employee or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Employer shall permit, with written consent from affected employee, Union leadership access to and the right to inspect relevant personnel files.

## Article XIV
## Completion of Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of the Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## Article XV
## Insurance

A. Fringe Benefits

1. The Board shall be the policy holder of the insurance plans offered in this agreement. The Board will provide medical, life, LTD, vision and dental insurance as agreed to by both parties and set forth in the explanation of benefits. If both spouses work for the District, no more than one shall elect health coverage. The other spouse shall receive the cash in lieu amount specified below. Bargaining unit members not electing health insurance will select MESSA Plan B.
2. Health insurance coverage shall discontinue on the date a retiring teacher enters into the retirement system.

   The Board shall pay the legislatively capped amount for health insurance or the premium cost, whichever is lower. The employer's premium contribution will be adjusted January 1 of the year as defined below.

The Board's monthly contribution shall first be allocated to the medical benefit plan costs for health insurance product with any remaining amount then allocated toward funding of the HSA deductible. The District contribution towards an employee's HSA funding will be made monthly in equal 1/12 installments into the employee's HSA account.

*Example: The Board's monthly contribution for a single subscriber is $500. The Board would first allocate its medical benefit plan cost contribution each month to fund the health product premium, with the remaining amount of the Board's contribution (if any) allocated to the HSA deductible.*

Employees may contribute, through payroll deduction and electronic transfer, money towards their HEQ HSA up to the maximum amounts allowed by the Federal Law. Amounts contributed to the HSA through the District can be changed by the employee throughout the year.

For the medical benefit coverage year beginning on January 1, 2026, the District shall pay no more than the following amounts:

- $7,942.09 for single subscriber coverage
- $16,608.38 for two-person subscriber coverage
- $21,660.30 for full family coverage

For the medical benefit coverage year beginning on January 1, 2027, the District shall pay no more than the following amounts:

- $8,180.35 for single subscriber coverage
- $17,107.66 for two-person subscriber coverage
- $22,310.11 for full family coverage

In the event that the statutory cap amounts differ from those listed above, the parties agree to revisit and discuss the financial impact and any necessary adjustments to district contributions.

For employees not electing health insurance: The employer shall, on a monthly basis, pay the employee $220 cash in lieu of health insurance or placed in an annuity in a mutually agreeable carrier for the contract years.

<u>Flex Spending Plan (125) for Medical and/or Childcare Expenses:</u> The District will make available a Flex Spending Plan (125) for Medical and/or childcare expenses in accordance with Federal Law. The Plan will be limited to medical and/or childcare expenses.

If the health insurance premium costs exceed the ceiling amount for any given year, the Association shall have the right to continue the same coverage with payroll deduction for the balance over the above-stated percentage increases. The employer shall adopt and make available a Section 125 premium conversion option for employees. The Board shall implement payroll deductions.

3. Payroll deductions shall commence with the first paycheck and be evenly distributed throughout the 24 pays for that school year.

4. As in the past (i.e.: a secondary teacher teaching three classes per day receives 0.75 of the full benefit amount under the plan selected), regularly employed part-time teachers shall be eligible for a pro-rata amount of all health benefits in relation to their part-time duties as well as paying for either husband or wife if both are employed by the District but not duplicate coverage.
5. The parties may agree to provide an additional carrier or alternative health insurance plan.
6. Employees not taking health insurance shall provide a confirmation that they have health insurance elsewhere.

B. In the event of the death of a bargaining unit member, the Board shall continue payments of the contributions for the applicable MESSA Plan stated in Paragraph A for the bargaining unit member's eligible dependents, who are receiving the coverage at the time of the bargaining unit member's death, for a period of six (6) months, to begin on the first month following the date of death. Dependents must continue to meet all eligibility requirements established in the policy.

C. The Board shall provide workers' compensation as provided by law. All teachers are covered by Michigan Workers' Compensation Law. Accidents and injuries are to be reported to the employee's supervisor immediately. Employer liability shall be in accordance with the law.

## Article XVI
## Teacher Evaluation

1) Licensed school counselors shall be evaluated as defined in State Statute MCL 380.1249.
2) Each teacher/licensed school counselor shall have the right, upon request, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information:
   a) All teacher/evaluation reports;
   b) Copies of annual contracts;
   c) Teacher/certificate;
   d) A transcript of academic records;
   e) Tenure recommendation.

   No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file. Any rebuttals to such information must be completed and received within 30 calendar days of the employee receiving the document. If a teacher is asked to sign material placed in his

   file, such signature shall mean he is aware of the material, but shall not mean he is in agreement with the content of the material.

If the administration and the teacher both believe the material is in error, the material will be corrected or expunged from the personnel file, whichever is appropriate, and the erroneous material will be given to the teacher.

3) No licensed school counselor shall be disciplined without just cause after completion of five (5) years of probationary service. The term "discipline" as used in this Agreement includes written reprimands, suspensions with or without pay, or discharge. Any such discipline shall be subject to the grievance procedure. Probationary teachers**,** licensed school counselor or itinerants may be subject to non-renewal without recourse to arbitration.

4) The Board and Association realize that a new teacher may need help and orientation to be an effective teacher in the Cadillac Area Public Schools. The parties agree that providing Mentor Teachers for probationary teachers is an essential practice and further agree to cooperate in providing this assistance.
   1. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified on the code. The Mentor Teacher may be a member of the bargaining unit.
   2. Each Bargaining Unit Member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Association with the approval of the Administration. The parties agree that should the Association fail to provide the administration with sufficient individuals to serve as Mentor Teachers that the Board, after ten (10) work days' notice to the Association, may assign current tenured staff members to serve as mentors. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other.
   3. A Mentor Teacher shall be assigned in accordance with the following:
      a. Participation as a Mentor Teacher may be voluntary.
      b. The District shall immediately notify the Association of those members requiring a mentor.
      c. The Administration shall notify the Association when a potential Mentor Teacher is matched with a Bargaining Unit Member (Mentee). This assignment should be finalized within thirty (30) days of the commencement of the starting date of the Mentee.
      d. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
      e. The Mentor Teacher shall only be assigned to one (1) Mentee at a time.
   4. Upon request, the administration may make available reasonable release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday. Where possible the Mentor Teacher and Mentee shall be assigned common preparation time.
   5. Mentees may be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching. Teachers who attend induction training during the regular workday will receive

their regular salary. The Board may pay for such training, which occurs outside the regular workday, or work year. The training dates, if possible, will be a part of the negotiated calendar.

6. A Mentor Teacher, with the permission of the mentee, will attend the administrator/mentee meeting after each observation.
7. Evaluation of Teachers. Beginning with the 2024-25 school year the Marzano Focused Teacher Evaluation Model will be used as the performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:
    1. a year-end evaluation process that meets statutory standards;
        a) A committee will meet no later than September 30 to mutually agree upon cut scores for state assessment in grades given the prior school year to determine cut scores for effectiveness ratings for student growth. or last year's growth metrics will be used; and
            (1) A committee will be comprised of equal parts of the association and administration
            (2) Data of students who have greater than or equal to 18 absences per year or are rostered on February 1 or after will be eliminated.
        b) the teacher's performance;
            (1) Highly effective and effective will be merged into an effective rating
            (2) Minimally effective will be a developing rating
            (3) Ineffective will be a needs support rating
        c) a year-end rating of effective, developing, or needing support.
    2. an individualized development plan (IDP) with specific performance goals that will assist in improving effectiveness for the next school year and are developed by the evaluator or the evaluator's designee conducting the evaluation, in consultation with the teacher, and any recommended training identified by evaluator or designee designed to improve the teacher's effectiveness for:
        a) all probationary teachers;
        b) teachers rated developing, needs support; or
        c) at the evaluator's discretion when performance deficiencies are noted to the extent allowable by law.
        d) The District will notify a classroom teacher of complaints that might lead to discipline.
    3. Classroom observations of at least 30 minutes for formal and 15 minutes for informal observations shall include, at a minimum, a review of the teacher's lesson plan, the state curriculum standard used in the lesson, and student engagement, with appropriate written feedback;
        a) The teacher shall be notified no later than September 30 of each year who will be conducting their year-end evaluation. If the evaluator changes due to extenuating circumstances, the teacher will be notified;
        b) There shall be a minimum of 2 classroom observations of a teacher in each school year the teacher is evaluated that are conducted at least 60 days apart;

(1) A formal observation shall occur no later than December 15th unless there are extenuating circumstances;
(2) There shall be a minimum 2-day notice of formal observations unless mutually agreed upon between the teacher and evaluator;
(3) Written post-observation feedback will be shared using iObservation for formal observations and discussed in a meeting between the teacher and the evaluator held within 15 school days of a formal observation;
(4) No formal observations shall occur the day before or after an extended break unless mutually agreed upon;

c) Teachers shall maintain lesson plans in an electronic format accessible to administrators for review;

d) Evaluators may provide written feedback in the domains of Standards-based planning and professional responsibilities outside of classroom observations;

4. a written mid-year progress report, if required by law, which aligns with the teacher's individualized development plan, shall:
   a) include specific performance goals developed by the evaluator, in consultation with the teacher,
   b) include any recommended training, coaching, professional development, or resources identified by the evaluator designed to assist the teacher in improving the teacher's performance rating
   c) mid-year progress reports shall be completed no later than March 1 for classroom teachers employed since the beginning of the school year;
   d) mid-year report shall not take the place of the year-end evaluation.
5. a year-end performance evaluation effectiveness rating, of effective, developing, or needing support;
   a) The year-end evaluation determination and form shall be delivered at a meeting with the evaluating administrator and the teacher no later than the last day of May unless mutually agreed upon;
   b) All teachers shall have the right to submit a rebuttal to their year-end evaluation which will be included in their personnel file and attached to the year-end evaluation.
   c) In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.
   d) Teachers who work less than 60 days in any school year, or who have their evaluation results vacated through the grievance procedure, or who are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process will receive an unevaluated designation.
      (1) if a teacher receives an unevaluated designation, the teacher's rating from the school year immediately before that designation must be used for consecutive purposes;

e) Tenured teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated biennially if mutually agreed upon by the teacher and evaluator, but if the teacher is not rated as effective on one of the biennial year-end evaluations, the teacher must receive year-end evaluations. If a teacher on the biennial track is placed on an IDP or transfers to a new position, the Superintendent may choose to move the teacher to annual evaluations;

f) Opportunity for a tenured teacher rated needing support on a year-end evaluation to request a review consistent with Revised School Code Section 1249 and corresponding regulations;

(1) The request for review must be submitted in writing within 30 calendar days after the teacher is informed of the rating.

(2) Upon receipt of the request, the district superintendent or intermediate superintendent shall review the evaluation and rating and may make any modification as appropriate based on the school district superintendent's or intermediate superintendent's review.

(3) A written response regarding the school district superintendent's or intermediate superintendent's findings shall be provided to the teacher who requested the review by no later than 30 calendar days after the receipt of the request for a review and before making any modifications.

(4) If the written response from the school district superintendent's or intermediate superintendent's review does not resolve the matter, the teacher or collective bargaining representative may request mediation.

(a) The request for mediation must be submitted in writing within 30 calendar days after the teacher receives the written response from the school district superintendent or intermediate superintendent.

(b) Within 15 days of receipt of the request, the school district superintendent or intermediate superintendent must provide a written response to the teacher or collective bargaining representative stating that the mediation will be scheduled as appropriate.

g) A mentor for teachers rated developing or needing support or for teachers, as required by law, will be provided;

6. The district shall post the required information for the Marzano Focused Teacher Evaluation Model;
7. Training on the Marzano Focused Teacher Evaluation Model for teachers and evaluators as required by law.

a) teachers shall receive training on the Marzano Focused Teacher Evaluation Model prior to their first observation; professional learning materials will be made available to all teachers annually for review;

b) evaluators shall every three years complete rater reliability training in compliance with Revised School Code Section 1249 and corresponding regulations. training materials will be made available to the association if requested by the union president;

8. If a tenured teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the teacher shall be discharged consistent with due process. The District is not precluded from discharging a Teacher at other times as provided by the Teachers' Tenure Act.
9. A probationary teacher cannot challenge any aspect of the negotiated evaluation process, including observation, the IDP, the mid-year performance review, or the assigned rating.

8. Grievance Procedure. An alleged violation of this Appendix is not subject to arbitration in the grievance process. A Teacher receiving an effective rating may not bring a grievance under the grievance procedure. However, if a tenured teacher receives 2 consecutive ratings of needing support, the teacher may demand to use the grievance procedure of the collective bargaining agreement that concerns the teacher's second evaluation rating and the evaluation process within 30 calendar days after the teacher receives the written response from the school district superintendent or intermediate superintendent; The arbitration is subject to the Uniform Arbitration Act.

*** Level Four. Individual teachers shall not have the right to process a grievance at Level Four except what is provided by law regarding evaluation.
Part 3 LEVEL 4:
The arbitrator shall have no authority to rule on evaluation, layoff, recall, assignment, discipline, discharge, or incentive pay except when qualifying under Appendix A 2, if any grievance award shall include back pay, this award shall not extend more than thirty (30) days prior to the date of the Level One Conference.

## Article XVII
## Seniority

A. Seniority. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act. Non-certified itinerants and licensed school counselors are subject to a five (5) year probationary period.

B. The term "seniority" as hereinafter used shall mean the length of continuous employment with the Cadillac Board of Education as a teacher, licensed school counselors, or administrator from last date of hire. The seniority date shall be the 1st day of work except employees hired prior to June 6, 1991, whose seniority date shall be as stated on the December 12, 1991 seniority list which shall not be subject to the grievance procedure.

A teacher, licensed school counselor, or administrator shall be "employed" for seniority purposes when performing services for the District for pay. Teachers, licensed school counselors, or administrators on an unpaid leave of absence for a full semester or a full school year will not accrue seniority during the leave of absence. Substitute teachers, long term substitutes, or reserve teachers shall not accumulate seniority while in that status.

Teachers, licensed school counselors, or administrators do not accrue seniority while on layoff.

Credit given for outside teaching experience shall not count for seniority purposes. Previously accumulated seniority shall be forfeited if a teacher, licensed school counselor or administrator resigns or is terminated completely from employment with the District.

C. Probationary teachers and probationary licensed school counselor shall not have seniority. Tenure teachers and non-probationary licensed school counselors, shall accumulate seniority from their last date of hire.

D. The Board of Education shall prepare a seniority list by years of continuous employment in the Cadillac Area Public Schools system and transmit a copy of the same to the Association on or before the 1st day of October of each year of this contract. By October 15, any objections to the seniority list shall be submitted and thereafter, the seniority list shall be considered as final and conclusive until August 31st of the following year.

E. Teachers who receive unemployment insurance during school breaks and return to work with no loss of pay or work hours shall reimburse the district the unemployment compensation paid.

## Article XVIII
## Layoff And Recall

A. It is the policy of the District that all personnel decisions related to staff reductions, and recall shall be based on retaining and recalling the most effective teachers. The District shall not utilize length of service as the sole determining factor in such decisions.

B. In the event of a necessary reduction in staff, the District shall first lay off non-certified teachers, provided there are adequately certified and qualified teachers available to perform the duties of the position, consistent with applicable law. Following the reduction of non-certified staff, layoffs of certified teachers shall be determined in accordance with the criteria set forth in this Article.

C. Personnel decisions regarding layoff and recall shall be based on qualifying factors which, aside from effectiveness rating as the primary factor, shall be measured in no particular order:

1. Effectiveness Rating of the three most recent evaluations: The effectiveness of teachers, as measured under the District's performance evaluation system developed pursuant to Section 1249 of the School Code or as otherwise collectively bargained, shall be a primary factor.
2. Relevant Special Training: Completion and meaningful application of relevant training beyond required professional development.
3. Disciplinary Record
4. Attendance Record
5. Significant Contributions: Documented contributions that positively impact the school beyond standard expectations.
6. Length of Service: Length of service may be considered only when all other factors listed above are determined to be equal.

D. This Article shall not be applied to:

1. Retain or recall a teacher whose most recent performance evaluation is rated as minimally effective, ineffective, developing, or needing support, in preference to a properly certified and qualified teacher with a higher effectiveness rating unless no other teacher is certified to fill the vacant position.
2. Displace a probationary teacher rated effective or higher (or, prior to July 1, 2024, highly effective) solely on the basis of another teacher's tenure status.

E. Teachers who are laid off shall be placed on a recall list for a period of one year or consistent with applicable law. Recall shall occur in inverse order of layoff, based on the criteria outlined in this Article, provided the teacher is properly certified and qualified for the position.

F. All decisions made under this Article shall comply with applicable state law, including but not limited to the Michigan Revised School Code and the Teachers' Tenure Act.

## Article XIX
## Staff Discipline

A. No bargaining unit employee shall be discharged, demoted, or otherwise disciplined for reasons that are arbitrary and capricious The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than the time discipline is imposed.

1. "Discipline" as referred to in this agreement shall include warnings; reprimands; suspensions with or without pay; discharges; financial penalty in accordance with Michigan law. For any discipline that involves the discharge or demotion of a tenured teacher, the mandates, standards, and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply
2. For any discipline that involves the non-renewal of a probationary teacher, the mandates, standards, and procedures in the School Code Sec. 1249 shall apply.

B. Progressive Discipline

1. A program of progressive discipline may be followed on any employee of the bargaining unit:
    a. Written warning, then
    b. Written reprimand, then
    c. Suspension (paid or unpaid), then
    d. Discharge
    e. Financial penalty in accordance with Michigan law.

2. The parties recognize that the severity of an offense may provide cause for the acceleration of the above progression of discipline.

C. Association Representation: The Employer shall inform the employee of the nature of the meeting and the employee's right to representation at the outset when discipline may reasonably be anticipated. A bargaining unit employee shall be entitled to request a representative of the Association. Upon request, within a reasonable timeframe not to exceed twenty-four (24) hours unless mutually agreed upon, the employer will reschedule or pause the meeting to allow for the presence of the Association representative. No action shall be taken with respect to the bargaining unit employee until such representative of the Association is present unless mutually agreed upon.

D. Bargaining unit employees shall be guaranteed due process in any disciplinary matters.

## Article XX
## Miscellaneous Provisions

A. It shall be the Board's responsibility to acquire substitutes for absent teachers if substitutes are available.

B. The Association shall be informed whenever possible by the Board of fiscal, budgetary, and tax programs affecting the District.

C. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Association Profession in accordance with the terms thereof, and the Board recognizes that the Code of Ethics of the Educational Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts and individual contracts shall be made expressly subject to the terms of this Agreement.

E. Electronic copies of this Agreement shall be available on the school website and printed upon request.

F. If any provision or application of this Agreement to any employee or group of employees 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.

G. The Board shall not enter into a contract which will result in instruction being provided by any organization other than the Association without consulting with the Association, recognizing that the suggestions and counsel would be helpful in reaching a decision thereon.

H. Each teacher shall elect to be paid in twenty-four (24) equal installments on the 8th and the 23rd of each month starting in September. When the 8th or the 23rd falls on a weekend, payments will be the Friday prior to the weekend.

I. The CEA Executive Board will encourage and help solicit teachers to volunteer to assist with school activities.

J. Graduate Credit Reimbursement

1. The Board will pay up to eight hundred dollars ($800) per credit hour for the first eighteen (18) semester hours beyond the B.A. /B.S. certificate. These classes must be approved in advance by the Superintendent and must apply to the teacher's present or projected future teaching/administrative assignment. Teachers must receive a minimum grade of "B" to receive reimbursement. The maximum Board contribution (total staff pool) shall be twenty thousand dollars ($20,000) each year. All requests for reimbursement of tuition, with proof of successful passing of the class, shall be made in writing to the Superintendent and be submitted no later than June 15th. A tally will be provided, on request, of the total credit hours currently approved for the fiscal year. The payment shall be made to all qualifying requests submitted by June 15th. If requests exceed the twenty thousand dollars ($20,000) amount allowed by contract, the total amount shall be prorated on a credit hour basis by dividing the total hours of credit payment requested into the amount and paying that amount per credit hour to all approved requests. A six (6) semester hour limit per applicant per year will exist. Tuition reimbursement will be through accounts payable, not through payroll.
2. The Board will reimburse up to six credits every five years for continuing certification if a balance remains from Article XVIII, J (1). If necessary, this will be subject to proration of those applying for reimbursement for continuing certification.

## Article XXI
## Emergency Financial Manager

If an Emergency Financial Manager is appointed by the State under PA 4 of 2011, Fiscal Accountability Act, The Emergency Manager may reject, modify, or terminate the Association Agreement in his/her sole discretion. This authority is a prohibited subject of Association under the Public Employment Relations Act (PERA).

## Article XXII

This Agreement shall be effective as of the 1st day of September 2026, and shall continue in effect until the 31st day of August 2029.

This Agreement shall not be altered or amended except upon mutual consent of the parties hereto.

Cadillac Area Public Schools

By: _____
Its President

By: _____
Its Secretary

Cadillac Education Association MEA/NEA

By: _____
Its President

By: _____
Its Secretary

## SCHEDULE A

| 2026/27 | | | | 2027/28 | | | | 2028/29 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Step plus 4% | | | | Step plus 4% | | | | Step plus 4% | | | |
| **Step** | **BA** | **BA30** | **MA** | **Step** | **BA** | **BA30** | **MA** | **Step** | **BA** | **BA30** | **MA** |
| **1** | 47,142 | 48,749 | 50,356 | **1** | 49,028 | 50,699 | 52,370 | **1** | 50,989 | 52,727 | 54,465 |
| **2** | 49,028 | 50,699 | 52,370 | **2** | 50,989 | 52,727 | 54,465 | **2** | 53,028 | 54,836 | 56,644 |
| **3** | 50,988 | 52,727 | 54,465 | **3** | 53,028 | 54,836 | 56,644 | **3** | 55,149 | 57,030 | 58,909 |
| **4** | 53,028 | 54,836 | 56,644 | **4** | 55,149 | 57,029 | 58,910 | **4** | 57,355 | 59,310 | 61,266 |
| **5** | 55,150 | 57,030 | 58,909 | **5** | 57,356 | 59,311 | 61,266 | **5** | 59,650 | 61,684 | 63,716 |
| **6** | 57,356 | 59,311 | 61,266 | **6** | 59,650 | 61,683 | 63,717 | **6** | 62,036 | 64,151 | 66,266 |
| **7** | 59,650 | 61,683 | 63,717 | **7** | 62,036 | 64,150 | 66,265 | **7** | 64,517 | 66,716 | 68,916 |
| **8** | 62,036 | 64,151 | 66,266 | **8** | 64,517 | 66,717 | 68,916 | **8** | 67,098 | 69,385 | 71,673 |
| **9** | 64,517 | 66,717 | 68,916 | **9** | 67,098 | 69,385 | 71,673 | **9** | 69,782 | 72,161 | 74,540 |
| **10** | 67,098 | 69,385 | 71,673 | **10** | 69,782 | 72,161 | 74,540 | **10** | 72,573 | 75,047 | 77,521 |
| **11** | 69,782 | 72,160 | 74,539 | **11** | 72,573 | 75,047 | 77,520 | **11** | 75,476 | 78,049 | 80,621 |
| **12 - 14** | 72,573 | 75,047 | 77,521 | **12 - 14** | 75,476 | 78,049 | 80,621 | **12 - 14** | 78,495 | 81,171 | 83,846 |
| **15 - 19** | 75,113 | 77,674 | 80,235 | **15 - 19** | 78,118 | 80,781 | 83,444 | **15 - 19** | 81,242 | 84,012 | 86,782 |
| **20 - 24** | 77,290 | 79,925 | 82,559 | **20 - 24** | 80,382 | 83,122 | 85,862 | **20 - 24** | 83,597 | 86,447 | 89,296 |
| **25+** | 79,104 | 81,801 | 84,498 | **25+** | 82,268 | 85,073 | 87,878 | **25+** | 85,559 | 88,476 | 91,393 |

## ADDITIONAL SCHEDULE A PROVISIONS

1. The Board will pay the teachers' retirement contributions required by statute.
2. 2026-27 Advance one step.
3. 2027-28 Advance one step.
4. 2028-29 Advance one step.

**SCHEDULE B**

**ATHLETICS:**

| | | |
|---|---|---|
| Baseball | -Head | 10% |
| | -Assistant (JV-Freshman) | 7% |
| Basketball (Boys & Girls)- | | |
| | -Head | 12% |
| | -Assistant (JV-Freshman) | 9% |
| Bowling | -Head | 5% |
| Swim | -Head | 5% |
| Cross Country | -Head | 7% |
| | -Assistant | 5% |
| Football | -Head | 12% |
| | -Assistant | 9% |
| Golf | -Head | 8% |
| | -Assistant (JV) | 5% |
| Hockey | -Head | 12% |
| Skiing | -Head | 10% |
| | -Assistant | 7% |
| Soccer (Boys & Girls) | | |
| | -Head | 10% |
| | -Assistant (JV) | 7% |
| Softball | -Head | 10% |
| | -Assistant (JV-Freshman) | 7% |
| Tennis (Boys & Girls) | | |
| | -Head | 8% |
| | -Assistant (JV) | 6% |
| Track (Boys & Girls) | | |
| | -Head | 10% |
| | -Assistant | 7% |
| Volleyball | -Head | 12% |
| | -Assistant (JV) | 9% |
| | -Assistant (Freshman) | 7% |
| Wrestling | -Head | 10% |
| | -Assistant | 7% |

**Middle School/Grade 7 &/or Grade 8:**

| | | |
|---|---|---|
| Basketball (Boys & Girls) | | 6% |
| Cross Country | -Head | 3% |
| | -Assistant | 2% |
| Football | | 6% |
| Track | -Head | 3% |
| | -Assistant | 2% |
| Volleyball | | 6% |

**ADVISORS:**

| | | |
|---|---|---|
| Senior Class | -Chairperson | 3% |
| | -Asst. Chairperson | 2% |
| Junior Class | -Chairperson | 4.5% |
| | -Asst. Chairperson | 3% |
| Sophomore | -Chairperson | 2% |
| | -Asst. Chairperson | 1.5% |
| Freshman | -Chairperson | 2% |
| | -Asst. Chairperson | 1.5% |
| H.S. Student Council-Chairperson | | 4% |
| H.S. Student Council-Asst. Chairperson | | 2.5% |
| M.S. Student Council-Chairperson | | 3% |
| M.S. Student Council-Asst. Chairperson | | 2.5% |

**INSTRUMENTAL MUSIC:**

| | | |
|---|---|---|
| Marching Band | -Director | 6% |
| | -Assistants | 4% |
| H.S. Symphony | -Director | 6% |
| Jazz Band | -Director | 3% |
| 6th-8th Grade | -Director | 6%* |
| Percussion, Flags | -Assistant | 3% |
| Pep Band | -Director | 2% |

*If assistant is provided, the 6% is 4% for Director and 2% for the assistant.

**VOCAL MUSIC:**

| | |
|---|---|
| Honors/Troubadour Choir 9-12 | 4% |
| Chorale | 2% |
| 6th-8th Grade Choir | 6% |
| Elem. Choir/Bldg./Teacher | 1% |

**STRINGS MUSIC:**

| | |
|---|---|
| 9th-12th – Director | 4% |
| 6th-8th - Director | 6% |

**OTHER POSITIONS:**

| | | |
|---|---|---|
| Debate | | 6% |
| Drama | | 6% |
| Forensics | | 6% |
| Musical | -Director | 8% |
| | -Assistant Director | 5% |
| CHS National Honor Society | | 6% |
| Yearbook | -High School | 11% |
| Yearbook | -Middle School | 6% |
| Club Advisors | -per Semester | $200 |

Counselors shall be paid at the daily per diem rate for any work that is required prior to the start of the school year up to a maximum of 5 additional days with administrative approval.

## FOOTNOTES

1. If class time is provided for newspaper and/or yearbook at either level, rate would be reduced by (1%).

2. Athletic Trainer may be contracted out by Board of Education.

3. Percentage of Schedule B pay is based on experience in actual field and is computed on the B.A. schedule through step 11 on the salary schedule shown below.

4. If a Schedule B duty is discontinued or reduced during the school year in which services are being rendered, payment will be made on a pro rata basis.

5. The duties contained in Schedule B are not to be performed by administrative staff unless a qualified teacher within the bargaining unit will not perform the duty.

6. The district will establish each year appropriate funding for activity clubs to be determined by the administration and staff. Such club sponsors shall be paid at the Schedule B rate and shall not exceed four (4) clubs per year per elementary building (excluding gifted and talented activity and other school curriculum associated activity).

**Schedule B Salary Schedule**

| Step | BA |
|---|---|
| 1 | 45,329 |
| 2 | 47,142 |
| 3 | 49,027 |
| 4 | 50,989 |
| 5 | 53,029 |
| 6 | 55,150 |
| 7 | 57,355 |
| 8 | 59,650 |
| 9 | 62,036 |
| 10 | 64,517 |
| 11 | 67,098 |

# Cadillac Area Public Schools
# Calendar

CAPS administration and CEA will meet and confer on the calendar items listed below through the Liaison Committee annually. A calendar will be set no later than spring break of the preceding year. A calendar reflecting Cadillac Area Public Schools extended school year / Year-Round Education voluntary program may be implemented. Items to be discussed include:

- Parent Teacher Conferences
- Professional development
- Intercessions

Parent conferences will be the same as in the past, in Fall and Spring, with staff input to determine the dates and times. CAPS administration will work with Union leadership to make recommendations for parent teacher conferences. The union president and superintendent will review the recommendation made.

To help facilitate more instructional time, spring conference will be as follows:

- Each teacher will prioritize and make a list of students with the highest need and will schedule a parent-teacher conference with that parent(s).
- The student list will consist of fifteen (15) students or 50% of that teachers' caseload, whichever is lower.
- This list will be submitted to the administrator for his/her review in a timely fashion for the office to schedule the conferences.
- Parents that drop-in for a conference will be accommodated.
- Conference times will be as follows:
    - K-5 will be 4:15 p.m. to 8:15 p.m.
    - Grades 6-8 will be 3:00 p.m. to 7:00 p.m.
    - Grades 9-12 will be 3:00 p.m. to 7:00 p.m.
    - The above times will include at least a thirty (30) minute break.

# 2026-2027 DRAFT

# Cadillac Area Public Schools Calendar

## Elementary/MTMS

12.18.25 — One per month

Students start 1.5 hours later on Mondays | MTMS Students Start @ 9:05 a.m. | Elem Students Start @ 10:00 a.m.

### August

| Teacher Days | Student State Count Days | Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|---|---|
| | | X | X | X | X | X |
| | | X | X | X | X | X |
| | | X | 18 PD | 19 PD | 20 PD | X |
| Students start Aug 24 | | 24 | 25 | 26 | 27 | X |
| | | 31 | | | | |
| 8 | 5 | | | | | |

Aug 12th & 13th New Teacher Orientation

### September

| Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|
| | 1 | 2 | 3 | X |
| Holiday | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 |
| 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | 30 | | |

20 Teacher Days, 20 Student State Count Days

1 hr Early Dismissal for Homecoming

### October

Pupil Count Day

| Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|
| | | | 1 | 2 |
| 5 | 6 | 7 | 8 | 9 |
| PTC 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23/*Q1 |
| 26 | 27 | 28 | 29 | 30 |

22 Teacher Days, 22 Student State Count Days

October 15 1:15 to 7:45 p.m.

### November

| Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|
| PD/ISD | 3 | 4 | 5 | 6 |
| 9 | 10 | 11 | 12 | 13 |
| 16 | 17 | 18 | 19 | 20 |
| 23 | 24 | 25 | Thanksgiving Holiday | |
| 30 | | | | |

19 Teacher Days, 18 Student State Count Days

(No late start in Nov due to half day on the 25th)

### December

| Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|
| | 1 | 2 | 3 | 4 |
| 7 | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 |
| 21 | 22 | X | X | X |
| X | X | X | X | |

85 Teacher Days, 81 Student State Count Days

### January

| Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|
| | | | | X |
| 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15]/*Q2 |
| Holiday | [19 | 20 | 21 | 22 |
| 25 | 26 | 27 | 28 | 29 |

19 Teacher Days, 19 Student State Count Days

### February

Pupil Count Day

| Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| Holiday | X | X | X | X |
| 22 | 23 | 24 | 25 | 26 |

15 Teacher Days, 15 Student State Count Days

### March

| Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|
| PTC 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 |
| X | X | X | X | Holiday |
| 29 | 30 | 31 | | |

18 Teacher Days, 18 Student State Count Days

### April

| Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|
| | | | 1 | 2/*Q3 |
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | 30 |

22 Teacher Days, 22 Student State Count Days

### May

| Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|
| | | | | |
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |
| 24 | 25 | 26 | 27 | 28 |
| Holiday | | | | |

20 Teacher Days, 20 Student State Count Days

### June

| Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|
| | 1 | 2 | 3 | 4 |
| 7 | 8 Halfday*] | 9 PD | | |

7 Teacher Days, 6 Student State Count Days

**October 14 Early Dismissal Day**
Elementary dismissed at 1:10 p.m.
MTMS dismissed @ 12:00 p.m.

**Parent Teacher Conference Schedule K-5**
October 15 1:15 to 7:45 p.m.

**Parent Teacher Conference Schedule 6 thru 8**
October 15 12:30 to 7:00 p.m.

November 25 & June 9 Half days

**Half-day dismissal times:**
MTMS @ 10:55 a.m.
CIHS @ 11:00 a.m.
CHS @ 11:10 a.m.
Elementary @ 12:05 p.m.

186 181 2026-27 Total Scheduled Days
180 Total State Count Days required

Five (5) PD days needed: Aug 18, 19, 20 2026
Nov. 2, 2026
June 9, 2027

*End of Quarter

PLC Mtgs Sept 9, Oct 7, Nov 11, Dec 2, Jan 6
Feb 3, Mar 3, April 7, May 5
(Mtgs maybe before or after school)

Elem MTMS 2026-27

# 2026-2027 DRAFT

# Cadillac Area Public Schools Calendar
## Cadillac High School

12.17.25 — One per month

Students start 1.5 hours late on Mondays

| Teacher Days | Student State Count Days | August | Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|---|---|---|
| | | | ✕ | ✕ | ✕ | ✕ | ✕ |
| | | | ✕ | ✕ | ✕ | ✕ | ✕ |
| 8 | 5 | Students start Aug 24 | ✕ | 18 PD | 19 PD | 20 PD | ✕ |
| | | | 24 | 25 | 26 | 27 | ✕ |
| | | | 31 | | | | |

Aug 12th & 13th New Teacher Orientation

| | | September | Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 | ✕ |
| | | | Holiday | 8 | 9 | 10 | 11 |
| | | | 14 | 15 | 16 | 17 | 18 |
| | | | 21 | 22 | 23 | 24 | 25 |
| 20 | 20 | | 28 | 29 | 30 | | |

1 hr Early Dismissal for Homecoming

| | | October | Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|---|---|---|
| | | | | | Pupil Count Day | 1 | 2 |
| | | | 5 | 6 | 7 | 8 | 9 |
| | | PTC | 12 | 13 | 14 | 15 | 16 |
| | | | 19 | 20 | 21 | 22 | 23/*Q1 |
| 22 | 22 | | 26 | 27 | 28 | 29 | 30 |

October 15 4:00 to 6:30 p.m.

| | | November | Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|---|---|---|
| | | | PD/ISD | 3 | 4 | 5 | 6 |
| | | | 9 | 10 | 11 | 12 | 13 |
| | | | 16 | 17 | 18 | 19 | 20 |
| | | | 23 | 24 | 25 | Thanksgiving Holiday | |
| 19 | 18 | | 30 | | | | |

(No late start in Nov due to half day on the 25th)

| | | December | Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 | 4 |
| | | | 7 | 8 | 9 | 10 | 11 |
| | | | 14 | 15 | 16 | 17 | 18 |
| | | | 21 | 22 | ✕ | ✕ | ✕ |
| 85 | 81 | | ✕ | ✕ | ✕ | ✕ | |

Half-day dismissal times for exams is @ 11:10 a.m.

Five (5) PD days needed: Aug 18, 19, 20 2026
Nov. 2, 2026
June 9, 2027

Late Start Mondays
Students start at 9:20 a.m.

| Teacher Days | Student State Count Days | January | Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|---|---|---|
| | | | | | | | ✕ |
| | | | 4 | 5 | 6 | 7 | 8 |
| | | | 11 | 12 | 13 Exams | 14 Exams | 15 Exams] |
| | | | Holiday | [19 | 20 | 21 | 22 |
| 19 | 19 | | 25 | 26 | 27 | 28 | 29 |

| | | February | Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|---|---|---|
| | | | | | Pupil Count Day | | |
| | | | 1 | 2 | 3 | 4 | 5 |
| | | | 8 | 9 | 10 | 11 | 12 |
| | | | Holiday | ✕ | ✕ | ✕ | ✕ |
| 15 | 15 | | 22 | 23 | 24 | 25 | 26 |

| | | March | Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | PTC | | 1 | 2 | 3 | 4 | 5 |
| | | | 8 | 9 | 10 | 11 | 12 |
| | | | 15 | 16 | 17 | 18 | 19 |
| | | | ✕ | ✕ | ✕ | ✕ | Holiday |
| 18 | 18 | | 29 | 30 | 31 | | |

| | | April | Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|---|---|---|
| | | | | | | 1 | 2/*Q3 |
| | | | 5 | 6 | 7 | 8 | 9 |
| | | | 12 | 13 | 14 | 15 | 16 |
| | | | 19 | 20 | 21 | 22 | 23 |
| 22 | 22 | | 26 | 27 | 28 | 29 | 30 |

| | | May | Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | 3 | 4 | 5 | 6 | 7 |
| | | | 10 | 11 | 12 | 13 | 14 |
| | | | 17 | 18 | 19 | 20 | 21 |
| 94 | 94 | | 24 | 25 | 26 | 27 | 28 |
| | | | Holiday | | | | |
| 20 | 20 | | | | | | |

| | | June | Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 | 4 Exams |
| | | | 7 Exams | 8 Exams] | 9 PD | | |
| 7 | 6 | | | | | | |

186 181 2026-27 Total Scheduled Days
Required State Student Count Days = 180 days

PLC Mtgs Sept 9, Oct 7, Nov 11, Dec 2, Jan 6
Feb 3, Mar 3, April 7, May 5
(Mtgs maybe before or after school)

# 2026-2027 DRAFT

# Cadillac Area Public Schools Calendar

## Cadillac Innovation High School

2.24.26 — One per month

Students start 1.5 hours later on Mondays

### August

| Teacher Days | Student State Count Days | Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|---|---|
| | | X | X | X | X | X |
| | | X | X | X | X | X |
| | | X | 18 PD | 19 PD | 20 PD | X |
| Students start Aug 24 | | 24 | 25 | 26 | 27 | X |
| | | 31 | Aug 12th & 13th New Teacher Orientation | | | |

### September

| Teacher Days | Student State Count Days | Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|---|---|
| 20 | 18 | | 1 | 2 | 3 | X |
| | | Holiday | 8 | 9 | 10 | 11 |
| | | 14 | 15 | 16 | 17 | TSWD |
| | | 21 | 22 | 23 | 24 | TSWD |
| | | 28 | 29 | 30 | | |

### October

Pupil Count Day

| Teacher Days | Student State Count Days | Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|---|---|
| 22 | 18 | | | | 1 | TSWD |
| | | 5 | 6 | 7 | 8 | TSWD |
| | | PTC 12 | 13 | 14 | 15 | TSWD |
| | | 19 | 20 | 21 | 22/*Q1 | TSWD |
| | | 26 | 27 | 28 | 29 | 30 |

October 15 4:00 to 6:30 p.m.

### November

| Teacher Days | Student State Count Days | Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|---|---|
| 19 | 15 | PD/ISD | 3 | 4 | 5 | TSWD |
| | | 9 | 10 | 11 | 12 | TSWD |
| | | 16 | 17 | 18 | 19 | TSWD |
| | | 23 | 24 | 25 | Thanksgiving Holiday | |
| | | 30 | | | | |

(No late start in Nov due to half day on the 25th)

### December

| Teacher Days | Student State Count Days | Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|---|---|
| 16 | 14 | | 1 | 2 | 3 | TSWD |
| | | 7 | 8 | 9 | 10 | TSWD |
| | | 14 | 15 | 16 | 17 | 18 |
| | | 21 | 22 | X | X | X |
| 85 | 70 | X | X | X | X | |

### January

| Teacher Days | Student State Count Days | Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|---|---|
| 19 | 16 | | | | | X |
| | | 4 | 5 | 6 | 7 | TSWD |
| | | 11 | 12 | 13 | 14]/*Q2 | TSWD |
| | | Holiday | [19 | 20 | 21 | 22 |
| | | 25 | 26 | 27 | 28 | TSWD |

### February

| Teacher Days | Student State Count Days | Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|---|---|
| 15 | 13 | 1 | 2 | 3 | 4 | TSWD |
| | | 8 | 9 | 10 | 11 | 12 |
| | | Holiday | X | X | X | X |
| | | 22 | 23 | 24 | 25 | TSWD |

### March

| Teacher Days | Student State Count Days | Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|---|---|
| 18 | 15 | PTC 1 | 2 | 3 | 4 | TSWD |
| | | 8 | 9 | 10 | 11 | TSWD |
| | | 15 | 16 | 17 | 18 | TSWD |
| | | X | X | X | X | Holiday |
| | | 29 | 30 | 31 | | |

### April

| Teacher Days | Student State Count Days | Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|---|---|
| 22 | 18 | | | | 1/*Q3 | TSWD |
| | | 5 | 6 | 7 | 8 | 9 |
| | | 12 | 13 | 14 | 15 | 16 |
| | | 19 | 20 | 21 | 22 | TSWD |
| | | 26 | 27 | 28 | X | TSWD |

### May

| Teacher Days | Student State Count Days | Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|---|---|
| 20 | 16 | | | | | |
| | | 3 | 4 | 5 | 6 | TSWD |
| | | 10 | 11 | 12 | 13 | TSWD |
| | | 17 | 18 | 19 | 20 | TSWD |
| 94 | 78 | 24 | 25 | 26 | 27 | TSWD |
| | | Holiday | | | | |

### June

| Teacher Days | Student State Count Days | Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|---|---|
| 7 | 6 | | 1 | 2 | 3 | 4 |
| | | 7 | 8 Halfday*] | 9 PD | | |

**Half-day dismissal times:**

MTMS @ 10:55 a.m.

CIHS @ 11:00 a.m.

CHS @ 11:10 a.m.

Elementary @ 12:05 p.m.

186 154 2026-27 Total Scheduled Days

153 Total State Count Days required

Five (5) PD days needed: Aug 18, 19, 20 2026
Nov. 2, 2026
June 9, 2027

TSWD = Teacher/Student Work Days

*End of Quarter

PLC Mtgs Sept 9, Oct 7, Nov 11, Dec 2, Jan 6
Feb 3, Mar 3, April 7, May 5
(Mtgs maybe before or after school)

# OPTION 2

## 2027-2028 Cadillac Area Public Schools Calendar

**DRAFT**

## Elementary/MTMS

4.21.26

Teacher Days | Student State Count Days | Students start 1.5 hours later on Mondays | MTMS Students Start @ 9:05 a.m. | Elem Students Start @ 10:00 a.m.

### August — 5 / 2

| Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|
| X | X | X | X | X |
| X | X | | | X |
| Students start Aug 30 X | X | X | X | X |
| X | 24 PD | 25 PD | 26 PD | X |
| 30 | 31 | | | |

Aug 18th & 19th New Teacher Orientation

### September — 20 / 20

| Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|
| | | 1 | 2 | X |
| Holiday | 7 | 8 | 9 | 10 |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | |

1 hr Early Dismissal for Homecoming

### October — 21 / 21

Pupil Count Day

| Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|
| | | | | 1 |
| 4 | 5 | 6 | 7 | 8 |
| PTC 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22/*Q1 |
| 25 | 26 | 27 | 28 | 29 |

October 14 1:15 to 7:45 p.m.

### November — 19 / 18

| Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|
| PD/NSD | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| Deer Day | 16 | 17 | 18 | 19 |
| 22 | 23 | 24 | Thanksgiving Holiday | |
| 29 | 30 | | | |

(No late start in Nov due to half day on the 24th)

### December — 16 / 16

| Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|
| | | 1 | 2 | 3 |
| 6 | 7 | 8 | 9 | 10 |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | X | X |
| 81 / 77 X | X | X | X | X |

### January — 20 / 20

| Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|
| | | | | |
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14/*Q2 |
| Holiday | [18 | 19 | 20 | 21 |
| 24 | 25 | 26 | 27 | 28 |
| 31 | | | | |

### February — 16 / 16

Pupil Count Day

| Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|
| | 1 | 2 | 3 | 4 |
| 7 | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 |
| Holiday | X | X | X | X |
| 28 | 29 | | | |

### March — 18 / 18

| Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|
| PTC | | 1 | 2 | 3 |
| 6 | 7 | 8 | 9 | 10 |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| X | X | X | X | X |

### April — 24 / 24

| Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|
| 3 | 4 | 5 | 6 | 7/*Q3 |
| 10 | 11 | 12 | 13 | Holiday |
| 17 | 18 | 19 | 20 | 21 |
| 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 |

### May — 22 / 22

| Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 |
| 22 | 23 | 24 | 25 | 26 |
| 100 / 100 Holiday | 30 | 31 | | |

### June — 5 / 4

| Monday | Tuesday | Wed. | Thursday | Friday |
|---|---|---|---|---|
| | | | 1 | 2 |
| 7 | 8 [Holiday*] | 9 PD | | |

October 13 Early Dismissal Day
Elementary dismissed at 1:10 p.m.
MTMS dismissed @ 12:00 p.m.

Parent Teacher Conference Schedule K-5
October 14 1:15 to 7:45 p.m.

Parent Teacher Conference Schedule 6 thru 8
October 14 12:30 to 7:00 p.m.

November 24 & June 10 Half days
Half-day dismissal times:
MTMS @ 10:55 a.m.
CIHS @ 11:00 a.m.
CHS @ 11:10 a.m.
Elementary @ 12:05 p.m.

186 181 2027-28 Total Scheduled Days
180 Total State Count Days required

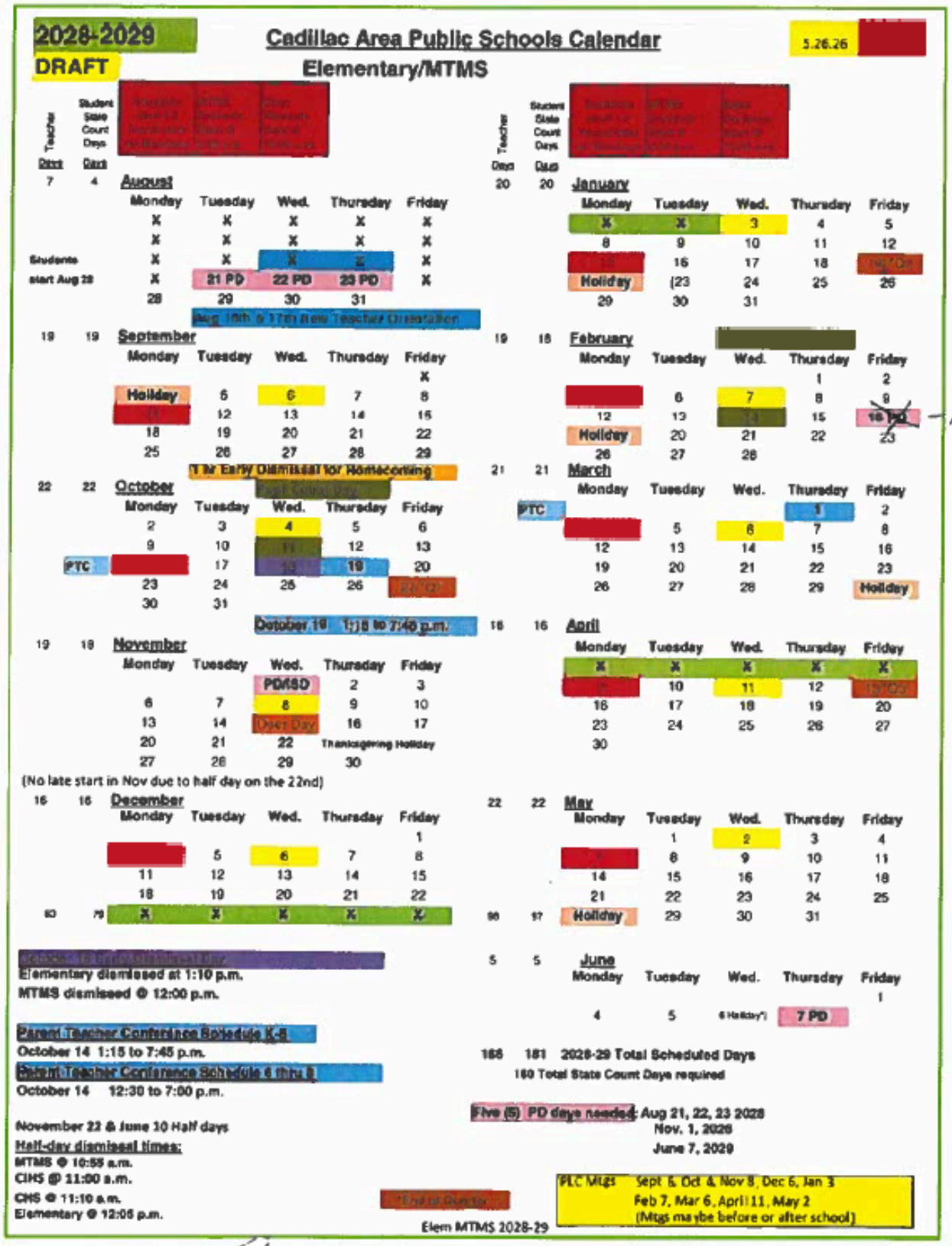
Five (5) PD days needed: Aug 17, 18, 19 2027
Nov. 1, 2027
June 9, 2028

4.21.26

*End of Quarter

PLC Mtgs Sept 8, Oct 6, Nov 10, Dec 1, Jan 5
Feb 2, Mar 1, April 5, May 3
(Mtgs maybe before or after school)

Elem MTMS 2027-28




full days
-1S

CAPS TA
CEA
DATE 5/27

5.27.26

76 CAPS Proposal 5 27 26 7 05pm

## Appendix F
## Statement of Intent

To Teaching Staff:

It is important at this time of year that the school district have an indication of possible faculty vacancies for the next year.

It is also helpful to building principals to know what staff plans are for the coming year, and if any change of assignment is desired.

As is required in Article IX, of the present contract, the following is being submitted.

Please check one of the following:

( ) I plan on retiring from the teaching profession at the end of this school year.

( ) I plan to return to Cadillac Area Public Schools next year.

( ) I am presently undecided about next year's employment.

( ) I desire a change in teaching assignment, or building transfer within the school system next year. Please contact me for further discussion on a transfer.

( ) I would like to be considered for an administrative position if one becomes available.

( ) I wish to work part-time for the next ( ) one, or ( ) two, or ( ) three school years – Article VII, C.

**-OR-**

( ) I wish to return to full-time for the ( ) next school year or ( ) possible the year after next.

( ) Other _____.

_____
Faculty Signature

# # #

Your contract requires the distribution of this form to all faculty staff by February 15 and its return to the building principal by the 28th of February. Thereafter, but not later than March 15, the Board of Education shall post the vacancies indicated, as required in Article IX, Section D.

Sincerely,

Superintendent of Schools

## Appendix G
## Summer School Remediation

Instructional positions will be determined based on the number signed up for each activity. The goal is to have smaller groups than during the school year.

Positions will be posted per the Master Agreement.

Bargaining Unit members/CAPS teachers will be given preference where qualified for the positions.

Vacancy will be filled from within the bargaining unit provided a certified and qualified bargaining unit member applies for the vacancy.

Pay rate will be $25.00 per hour of actual instructional time.

## Appendix H
## School Year Intercessions

Instructional positions will be determined based on need. Positions will be posted per the Master Agreement. Staff who apply and are chosen shall fulfill the equivalent of four additional instructional days in a defined intercession during the school year.

Compensation will be $1,000 for four additional consecutive instructional days.

## Appendix I GSRP Teachers

1. This Addendum outlines the wages, hours, and terms and conditions of employment with regard to GSRP teachers employed by Cadillac Public Schools.

2. GSRP teachers are part of the bargaining unit as set forth in Article I, Recognition Paragraph A. The wages, hours, and terms and conditions of employment of a GSRP teacher are subject to the terms of this Appendix.

3. The GSRP program and teachers are subject to Article II, Board's Rights, Article III, Association Rights, and Article IV, Fair Employment Practices. In addition to the Board's Rights set forth in Article II, the parties agree as follows:
    a. Nothing in this Agreement in any way prevents or limits the Board from participating in cooperative educational programs with the Wexford Missaukee Intermediate School District or the State of Michigan to operate a Great Start Readiness Program.
    b. The Parties recognize the District's obligation to comply with the GSRP Implementation Manual, including policies and procedures referenced within the GSRP Manual (hereinafter collectively referred to as "Manual"), ISD Agreement, grant conditions and restrictions, state and federal laws, regulations, and requirements. The Parties recognize that the District must maintain compliance as stated above even if compliance conflicts with this Addendum.
    c. Nothing in this Addendum shall prevent the employer from utilizing a third-party "substitute" vendor to fill temporary vacancies.
    d. GSRP teachers shall be appropriately credentialed according to state guidelines. Failure to maintain appropriate credentials will result in termination of employment.

4. Compensation and School Calendar:

    A. Article V, Paragraphs A, C, D, H, I, J, and K do not apply to GSRP teachers.
    B. Article V, Paragraphs B, E, and G apply to GSRP teachers.
    C. Under Paragraph F, GSRP teachers do not receive reimbursement for meals while performing regularly assigned duties.

    a. GSRP Compensation: The District determines GSRP teacher salaries based on experience, credentials, grant funding, and a work calendar with at least 163 contract days. The District will inform the Association when a new GSRP teacher is hired and will provide the lane and step.

    GSRP teachers will advance 1 step each year on the pay scale and be paid at an amount equal to .88 FTE (163 day assignment) or 1.0 FTE (186 day assignment) of the GSRP pay scale at the appropriate step. GSRP teachers who have a K-12

teacher certification will be considered for a K-12 teaching vacancy within their certification.

## GSRP Pay Scale

**186 Day Assignment - 1.0 FTE**

| Step | AA | BA |
|---|---|---|
| 1 | 40,000 | 44,000 |
| 2 | 41,000 | 46,000 |
| 3 | 42,000 | 48,000 |
| 4 | 43,000 | 50,000 |
| 5 | 44,000 | 52,000 |
| 6 | 45,000 | 54,000 |
| 7 | 46,000 | 56,000 |
| 8 | 47,000 | 58,000 |

**163 Day Assignment - 0.88 FTE**

| Step | AA | BA |
|---|---|---|
| 1 | 35,200 | 38,720 |
| 2 | 36,080 | 40,480 |
| 3 | 36,960 | 42,240 |
| 4 | 37,840 | 44,000 |
| 5 | 38,720 | 45,760 |
| 6 | 39,600 | 47,520 |
| 7 | 40,480 | 49,280 |
| 8 | 41,360 | 51,040 |

If the District receives less than the per pupil foundation allowance allocated to K-12 students for GSRP students, the parties will reopen the collective bargaining agreement and negotiate GSRP teacher salaries.

If any GSRP teachers intend to apply for a vacant K-12 teaching position, they must submit their application within five (5) business days of the posting for consideration. The decision to hire a GSRP teacher for a K-12 teaching position is at the administration's discretion.

b. The District may consider outside full or part-time pre-school or K-12 experience when establishing a GSRP teacher's starting salary.

c. GSRP teachers do not receive compensatory time.

d. GSRP teachers will attend parent-teacher conferences, open houses, building meetings, committee meetings, in-services/professional development, and any additional necessary meetings/conferences to comply with the Manual, ISD Agreement, grant conditions and restrictions, state and federal laws, regulations, and requirements at no additional compensation

e. Home visits are part of the GSRP program and GSRP teacher responsibilities. GSRP teachers are paid mileage when using their personal vehicle for official school business at the request of their supervisor but do not receive additional compensation for home visits.

f. GSRP teachers must serve a probationary period of 4 full school years and receive 3 effective evaluation ratings, including an effective rating in year 4.

g. GSRP teachers are not subject to the protections of the Tenure Act.

5. Teaching Hours: Article VI, Paragraphs A, B, C, D, and E do not apply to GSRP teachers. The Parties agree as follows:

   a. The GSRP program is administered by the Michigan Office of Early Education and the Wexford Missaukee ISD, which establish the minimum number of student contact hours and days. The parties recognize that the District must comply with the requirements of the GSRP program and the District may establish the work hours and days in compliance with the Manual. On student report days, GSRP teachers are to report 15 minutes before student arrival and can leave 10 minutes after student dismissal. On non-student report days, GSRP teachers must report at the times set forth in the GSRP calendar or as required by the ISD or Manual. GSRP teachers may be provided a daily break when the program schedule and staffing levels allow.

   b. Non-teaching time shall be used for preparation, consultation, planning, professional work with other staff, administrators, parents, and students, home visits, conferences, professional development, and other work related to the teacher's assignment. GSRP teacher professional development and/or preparation time will be on Fridays when students are not in session. If students report to school on Fridays, the teacher will receive an average of 30 minutes of preparation time per day.

   c. On days immediately preceding holidays, GSRP teachers may be excused when students have boarded their respective buses.

   d. GSRP teachers are not expected to report to work on Act of God days that take place on student report days. GSRP teachers may be required to report to professional development that is scheduled on an Act of God day on non-student report days, as required by the ISD or Manual. The Board reserves the right to alter the school calendar in order to achieve the minimum number of hours and days of student instruction required by state law.

6. Teaching Loads and Assignments:

   a. Article VII, Paragraph A and D applies to GSRP teachers.

   b. Article VII, Paragraphs B and C do not apply to GSRP teachers.

   c. The parties agree that the District must comply with the Manual when operating the GSRP program, including workload and assignments.

7. Teaching Conditions:

   A. Article VIII, Paragraphs A, B, C, E, G, and H shall not apply to GSRP teachers.
   B. Article VIII, Paragraphs D and F shall apply to GSRP teachers. The Parties agree as follows:

      a. Class sizes and adult-to-student ratio are determined by the Manual.

b. The Board and the Association agree to abide by all provisions of Section 504 of the Rehabilitation Act and the Individuals with Disabilities Education Act, its regulations, and State special education laws and rules.

c. The Board will provide necessary instructional supplies within the grant budget and appropriate learning facilities.

d. GSRP teachers must maintain appropriate credentials on file with the District. Failure to file the appropriate credentials may result in loss of employment.

8. Letters of Intent – Article IX applies to GSRP teachers.

9. Leaves of Absence –
   A. Article X, Paragraphs G, H, J (3), L, M, O and P do not apply to GSRP teachers.
   B. Article X, Paragraphs A, C, D, E, F, I, J(1) and (2), K and N shall apply to GSRP teachers.
   C. Article X, Paragraph B applies to GSRP teachers to the extent stated below.

      a. All full-time GSRP teachers absent from duty shall be allowed a total of 72 hours per school year with pay. GSRP teachers who work less than full-time shall receive a prorated amount of sick days. GSRP teachers may accumulate sick days to a maximum of 90 accumulated days. Sick leave may be used for the reasons set forth under Article X.A.1-7 or as permitted by law. Notice of prolonged disability shall be provided to the administration.

      b. GSRP teachers must notify the administration in the event of an absence at least one hour before their report time except in cases of emergency.

      c. All full-time GSRP teachers receive four (4) personal days per school year with pay. GSRP teachers who work less than full-time shall receive a prorated amount of personal days. A personal day cannot be taken on a workday preceding or succeeding a vacation or holiday unless approved by the administration. GSRP teachers must request the use of personal days at least 2 working days in advance of the expected date of absence. It is expressly understood that personal business days may not be used for family vacations, shopping trips, or recreational pursuits. Exceptions may be made in the sole discretion of the administration and shall not be subject to the grievance procedure.

      d. The District will apply its FMLA policy for any requested FMLA leave.

      e. Act of God Days Policy - See Teaching Hours above.

10. Protection of Teachers –
    A. Article XI, Paragraphs A and B,D,E,F apply to GSRP teachers. Paragraph C shall be modified as follows:

a. Assault. Any case of assault upon a teacher which had its inception in a school-centered problem shall be promptly reported to the Board or its designated representative. If the assault was by pupil(s), administration shall promptly investigate the matter and determine suitable treatment for this assaulting pupil(s). This decision shall be communicated to the teacher concerned. If the assault is by an adult, who is not a pupil, the Board or its designated representative shall promptly report the incident to the proper law enforcement authorities. Student discipline will be determined pursuant to the GSRP Child Discipline Resolution Policy or similar regulation.

11. Negotiation Procedures – Article XII applies to GSRP teachers.

12. Grievance Procedure – Article XIII applies to GSRP teachers. Neither CAPS nor CEA may bring a grievance based on changed working conditions due to a change in the GSRP grant, Manual, or law governing GSRP.

13. Completion of Agreement – Article XIV applies to GSRP teachers.

14. Insurance – Article XV applies to GSRP teachers.

15. Evaluation – Article XVI does not apply to GSRP teachers.

    a. Annual evaluation will be performed during the GSRP teacher's probationary period. The Superintendent or designee has the discretion to select and use an evaluation tool that serves the District's best interests. GSRP teachers will be trained on the tool prior to its implementation. Coaching will be provided pursuant to the Manual.

    b. After the probationary period, GSRP teachers shall be evaluated biennially if rated effective on their 3 most recent consecutive year end evaluations. The supervisor may move a GSRP teacher to annual evaluations if the supervisor notes performance deficiencies.

17. Seniority - Article XVII does not apply to GSRP teachers.

18. Layoff and Recall - Article XVIII does not apply to GSRP teachers.
    1. If the Board decides to eliminate a teaching position(s) within the GSRP Program, only GSRP teachers will be considered as part of the determination as to which position(s) will be eliminated. GSRP teacher positions will be eliminated after considering teacher effectiveness rating on their most recent evaluation, recorded discipline, attendance, and any other relevant factors as determined by the Superintendent or designee.

19. Discipline - Article XIX does not apply to GSRP teachers.

a. If modifications are made to the GSRP program or the ISD Agreement, the GSRP grant and Manual will supersede the terms of this contract. The parties agree to bargain over the impact of changes to the ISD Agreement, GSRP grant, and Manual on the bargaining unit members, but there is no obligation to bargain over programmatic or operational decisions regarding the GSRP program.

20. Calendar - The Calendar language in the Master Agreement does not apply to GSRP teachers. The District and Association will follow the Manual, grant requirements, and ISD Agreement when sharing the GSRP calendar. The District and Association recognize that the GSRP calendar is determined by the ISD.

21. Summer School Remediation. The Summer School Remediation language in Appendix G applies to GSRP teachers.

22. School Year Intercessions. The School Year Intersession language in Appendix H applies to GSRP teachers.

## Appendix II Association Dues

This appendix is to clarify the procedure for the deduction of union dues from payroll.

The district agrees to have union dues deducted from bargaining unit member's paycheck. If the payroll deduct information is submitted by August 28 for the September 8 payroll, these deductions can be spread over 20 pay periods throughout the school year. Please remember that union dues are optional.

However, it is important to note that each employee must ensure that the correct amount of union dues is being deducted. The district does not determine or verify the amount of these dues. To ensure accuracy, please verify the amount with your union representative and provide the correct figures when completing your forms for payroll deductions. You can receive the deduction forms from your union representative.

**Letter of Agreement**
**between**
**Cadillac Area Public Schools and the**
**Cadillac Education Association**

This Letter of Agreement ("LOA") is entered into between the District and the Association regarding compensation for Bailey Kennard.

## Purpose

The parties recognize that the Employee is pursuing completion of a bachelor's degree in Early Childhood Education and wish to establish compensation terms during this period.

## Agreement

1. Effective September 1, 2026, the Employee shall remain at their current wage rate of $41,484.92 until completion of a bachelor's degree in Early Childhood Education.
2. During this period, the Employee shall not advance on the salary schedule and shall not receive negotiated wage increases otherwise applicable under the collective bargaining agreement.
3. Upon submission of official documentation verifying completion of the bachelor's degree, the Employee shall be placed on the appropriate salary schedule in accordance with the collective bargaining agreement effective the first pay period following District verification.
4. **Salary schedule placement following degree completion shall be prospective only. The Employee shall not be entitled to retroactive wages, retroactive step movement, retroactive lane movement, back pay, or any other retroactive compensation for the period prior to degree verification.**
5. This Agreement applies solely to Bailey Kennard, is non-precedential, and shall not establish past practice or create an obligation for any other bargaining unit member.
6. Except as specifically modified herein, all other provisions of the collective bargaining agreement remain in full force and effect.
7. This LOA expires upon completion of the bachelor's degree.

**Cadillac Area Public Schools:**

**Date** 6.30.26

**Cadillac Education Association:**

**Date** 6.30.26