

DELTON KELLOGG
ASSOCIATION OF SUPPORT PERSONNEL (DKASP/Office & Paraprofessional)

MASTER AGREEMENT

2026 – 2028

Delton Kellogg School District
Barry County, Michigan

In Partnership for Excellence in Education

ARTICLE 1 - AGREEMENT
ARTICLE 2 - PURPOSE
- 2.1 Agreement
- 2.2 Dispute Resolution
- 2.3 Maintenance of Standards

ARTICLE 3 - RECOGNITION
- 3.1 Bargaining Unit Defined
- 3.2 Employees

ARTICLE 4 - EXTENT OF AGREEMENT
- 4.1 Severability
- 4.2 Individual Agreements

ARTICLE 5 - PAYROLL DEDUCTION
ARTICLE 6 - UNION RIGHTS
- 6.1 Use of Facilities
- 6.2 Mail
- 6.3 Union Leave
- 6.4 Labor Management Meetings
- 6.5 Equipment

ARTICLE 7 - EMPLOYER RIGHTS
- 7.1 Rules and Policies
- 7.2 Limitations

ARTICLE 8 - BARGAINING UNIT MEMBER RIGHTS AND PROTECTIONS
- 8.1 Right to Organize
- 8.2 Individual Rights
- 8.3 Personal Life
- 8.4 Non-Discrimination
- 8.5 Discipline and Discharge
- 8.6 Written Discipline
- 8.7 Response to Discipline
- 8.8 Representation
- 8.9 Discipline System
- 8.10 Personnel Files
- 8.11 Adverse Material
- 8.12 Assault

ARTICLE 9 - GRIEVANCE PROCEDURE
- 9.1 Definition
- 9.2 Hearing Levels
- 9.3 Alternative Selection Process

9.4 Miscellaneous Conditions
9.5 Arbitrator Authority
ARTICLE 10 - SCHOOL CLOSURE/DISMISSAL
10.1 School Closing
10.2 School Cancellation After Opening
10.3. Report for Work
ARTICLE 11 - SUBCONTRACTING
ARTICLE 12 - NEGOTIATIONS PROCEDURE
12.1 Unforeseen Matters
12.2 Negotiations Release Time
12.3 Negotiations
12.4 Agreement
ARTICLE 13 - WORK YEAR, WORKWEEK, WORKDAY
13.1 Work Year
13.2 Work Week
13.3 Work Day
13.4 Alteration
13.5 Duty-Free Lunch & Breaks
13.6 Emergency Call-In
13.7 In-Service
13.8 Overtime
a. Overtime Schedule
b. Overtime Pay
ARTICLE 14 - GENERAL WORKING CONDITIONS
14.1 Unsafe Work
14.2 Student Discipline
14.3 Medication
14.4 Supervision
ARTICLE 15 - CONDITIONS OF EMPLOYMENT
15.1 Personal Work
15.2 Miscellaneous
ARTICLE 16 - SENIORITY
16.1 Seniority Defined
16.2 Seniority List
16.3 Seniority Lost
16.4 Probation
16.5 Classifications

ARTICLE 17 - VACANCIES, TRANSFERS, AND PROMOTIONS
17.1 Vacancy Defined
17.2 Vacancy Posting
17.3 Vacancy Notification
17.4 Award of Vacancies
17.5 Notification
17.6 Trial Period
17.7 Voluntary Transfer Rights
17.8 Involuntary Transfers
17.9 Temporary Assumption of Duties
17.10 Annual Vacancy Filling Meeting
ARTICLE 18 - REDUCTION IN PERSONNEL, LAYOFF, AND RECALL
18.1 Layoff Defined
18.2 Layoff Notice & Reasonable Assurance
18.3 Layoff Procedures
18.4 Recall
18.5 Partial Layoffs
ARTICLE 19 - EXTERNALLY FUNDED AND OTHER PROGRAMS
19.1 State and Federal Programs
19.2 Seniority
ARTICLE 20 - SICK LEAVE
20.1 Sick Leave
20.2 Employment-Related Injury
20.3 Leave Usage
20.4 Immediate Family
ARTICLE 21 - OTHER PAID LEAVES
21.1 Judicial Leave
21.2 Armed Services
21.3 Bereavement Leave
21.4 ESTA Policy
ARTICLE 22 - UNPAID LEAVES
22.1 Leaves of Absence
22.2 Return from Leave
22.3 Unpaid Leaves
22.4 Family Leave
ARTICLE 23 - HOLIDAYS
ARTICLE 24 - SCHOOL IMPROVEMENT

24.1 School Improvement Committee
24.2 Professional Development
ARTICLE 25 - JOB DESCRIPTIONS
25.1 Secretary Job Descriptions
25.2 Paraprofessional Job Descriptions
ARTICLE 26 - COMPENSATION & BENEFITS
26.1 Compensation
ARTICLE 27-DURATION OF AGREEMENT
FOR THE DISTRICT FOR THE ASSOCIATION
APPENDIX A-GRIEVANCE REPORT FORM
NOTES

ARTICLE 1 - AGREEMENT

This Agreement entered into by and between the Delton Kellogg Office and Paraprofessional Association-MEA/NEA, hereinafter called the "Union," or “Association,” and The Delton Kellogg Schools Board of Education, hereinafter called the "Employer."

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 2 - PURPOSE

2.1 Agreement

This Agreement is negotiated pursuant to the Michigan Public Employment Relations Act, as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined. The rights granted herein to the Union shall not be granted or extended to any competing labor organization.

2.2 Dispute Resolution

The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, bargaining unit members, and the Union. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Employer and, accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

2.3 Maintenance of Standards

The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Conditions of employment shall be maintained at not less than the highest minimum standards in effect at the time this Agreement is signed. This Agreement shall not be interpreted or applied to deprive bargaining unit members of advantages heretofore enjoyed unless expressly stated herein.

ARTICLE 3 - RECOGNITION

3.1 Bargaining Unit Defined

The Delton Kellogg Schools Board of Education hereby recognizes the Delton Kellogg Office and Paraprofessional Association-MEA/NEA as the sole and exclusive bargaining representative for the

purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et. seq.; (PERA), for all full and part-time, probationary and non-probationary paraprofessionals and secretaries/clerks, athletic secretaries, including but not limited to Title I paraprofessionals, special education paraprofessionals, library aides, behavior and academic paraprofessional employees; and on leave or temporarily absent employees of Delton Kellogg Schools. Excluded are; substitutes, ISD Employees, food service, bus drivers, bus aides, academic coaches, technology employees, salaried professional employees, administrators, superintendent secretary and all other employees.

3.2 Employees

Unless otherwise indicated, use of the term "employee" or "bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following:

a. Full-time: A bargaining unit member who is employed for thirty (30) or more hours a week.

b. Part-time: A bargaining unit member who is employed less than thirty (30) hours a week.

c. Probationary: A bargaining unit member who is employed to fill a full-time or part-time position for a trial period of thirty (90) work days.

ARTICLE 4 - EXTENT OF AGREEMENT

4.1 Severability

This Agreement shall constitute a binding obligation of both the Employer and the Union and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement. Should any provision of this Agreement be found contrary to law, the parties shall meet within ten (10) work days to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement.

4.2 Individual Agreements

Any individual contract between the Employer and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE 5 - PAYROLL DEDUCTION

Upon annual written request by the Association, the Board shall deduct Association dues from a bargaining unit employee's wages if the bargaining unit employee submits an annual full, free written consent to the deduction of Association dues from the employee's wages consistent with the Payment of Wages and Fringe Benefits Act.

The District may immediately cease Association dues deduction for a bargaining unit employee if the bargaining unit employee provides written notice to the Superintendent or their designee that the employee is withdrawing consent for the Association dues deductions. Deductions will be made in substantially equal amounts from the employee's paycheck(s) commencing the first pay that is feasible following the receipt of (1) the Association's annual request and (2) the voluntary written authorization from the bargaining unit employee.

Unless the Superintendent or designee receives a written request from the bargaining unit employee to discontinue the dues deductions, the dues deductions shall continue through the last pay period in June of each school year. The Board shall not process monies for Political Action Committee donations associated with the dues structure. In the event any individual or entity files any complaint or claim against the Board (which includes its agents, employees, and officers) regarding dues deduction, the Association agrees to indemnify, defend, and hold the Board harmless against all costs, claims, demands, suits, or other forms of liability that may arise out of or by reason of action by the Board for the purpose of complying with the Agreement to deduct Association dues set forth above.

Further, the Board shall be held harmless for the assessment and collection of union dues and the imposition of any penalties related to an employee's non-payment of union dues. If the Association agrees to defend the Board concerning a dues deduction claim, the Board may choose their legal counsel to defend any lawsuit or action or compromise or settle any claim made against the Board.

ARTICLE 6 - UNION RIGHTS

6.1 Use of Facilities

The Union and its representatives shall have the right to conduct Union business on the Employer's property or use the Employer's equipment at times which do not interfere with or interrupt normal operations or the employees' duty time.

6.2 Mail

The Union shall have the right to post notices of activities and matters of Union concern at designated bulletin boards in each building or facility to which employees may be assigned. The Union shall have use of the internal delivery system of the Employer, without cost, and the Employer shall provide mailboxes for all employees.

6.3 Union Leave

The Union shall have ten (10) days annually of Union leave time at the Employer's expense. The Union shall access this time with forty-eight (48) hours written notice to the Employer by the Union President. The Association will reimburse the District on a current basis those services paid to the Office of Retirement Services for Association leave time.

6.4 Labor Management Meetings

Labor Management meetings for important matters of mutual concern may be arranged at the request of either party. Such conferences shall be scheduled within ten (10) calendar days of such request. The Labor Management meeting process does not circumvent, supplant, or replace the established grievance process.

6.5 Equipment

The Union as the exclusive representative of employees within the bargaining unit described in this Agreement shall have the right to use and/or have access to Employer facilities and equipment, including but not limited to, computers, photocopiers, and audiovisual equipment at reasonable times when such equipment is not otherwise in use.

ARTICLE 7 - EMPLOYER RIGHTS

7.1 Rules and Policies

The Union recognizes that the Employer has the responsibility and authority to adopt reasonable rules or policies, to manage and direct, on behalf of the public, operations and activities of Delton Kellogg Schools Board of Education to the extent authorized by the laws and the Constitution of the State of Michigan and of the United States.

7.2 Limitations

The Employer recognizes that this Agreement sets forth limitations on the above-named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations.

Rights reserved exclusively herein by the Employer, which shall be exercised exclusively by the Employer without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement, shall include by way of illustration, not by way of limitation, the right to:

- The supervision, direction, and control of the management and administration of the school system, its properties, facilities, and equipment;
- The right to establish, modify, change, or cancel any work, shifts, business or school schedules, hours, or days;
- Direct the working forces, including the right to hire, promote, demote, discipline and discharge employees for reasons that are not arbitrary or capricious, transfer employees, assign work or extra duty to employees, determine the size of the work

force, to create, eliminate, or modify positions of employment, and to lay off and recall employees;

- Determine the size of the management organization, its functions, authority, amount of supervision and table of organization;
- Make reasonable provisions for the health, safety, and first aid of its employees during hours of employment.
- Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;

ARTICLE 8 - BARGAINING UNIT MEMBER RIGHTS AND PROTECTIONS

8.1 Right to Organize

Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 et. seq.; (PERA), the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Union and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. The parties exercising governmental power under color of law of the State of Michigan, the parties undertake and agree that neither will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA, or other laws of Michigan or the United States of America, or the Constitutions of Michigan and the United States of America; that neither will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of their membership or non-membership in the Union; their participation in any activities of the Union or collective negotiations with the Employer; their institution of any grievance, complaint, or proceeding under this Agreement, or applicable law or regulation, or otherwise with respect to any terms or conditions of employment. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Union at any time by the Employer.

8.2 Individual Rights

Nothing contained within this Agreement shall be construed to deny or restrict any bargaining unit member rights they may have under the Michigan Revised School Code or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.

8.3 Personal Life

The bargaining unit members shall be entitled to full rights of citizenship, and no religious or political activities of any bargaining unit member as long as there is no adverse effect on the school environment or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member generally is not within the appropriate concern or attention of the Employer. Except in emergencies bargaining unit members will not be required to respond to e-mail, texts, or calls during weekends, holidays, and any other off-duty times unless preapproved.

8.4 Non-Discrimination

The parties agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, religion, color, national origin or ancestry, age, sex, disability, height, weight, sexual orientation, marital status, genetic information, veteran status, place of residence, membership or non-membership in, or association with, activities of any employee organization, or any other legally protected status.

8.5 Discipline and Discharge

No bargaining non-probationary unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges. Any such discipline of a non-probationary employee, including adverse evaluation of bargaining unit member performance, may use the grievance procedure for appeal up to Level 4, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented to the non-probationary employee in writing to the bargaining unit member and the Union prior to the time discipline is imposed.

Probationary employees may have union representation for any issue including discharge during their probationary period and discipline. Probationary employees may be discharged for any reason during their probationary period. Oral discipline shall not be included in the bargaining unit member's personnel file.

8.6 Written Discipline

Written warnings or reprimands or suspensions will be given to non-probationary employees in the form of a formal letter with the full signature of the administrator taking the action. The letter will be delivered only after a meeting has been held at which time the bargaining unit member had an opportunity to be heard. A copy of a written warning or reprimand or suspension shall be given to the bargaining unit member and the Union. All complaints shall be handled in a timely manner.

8.7 Response to Discipline

A non-probationary bargaining unit member who files an exception to a written discipline shall not be precluded from also seeking relief through the grievance procedure or other remedy. Such

response shall be placed in the bargaining unit member's personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board. A bargaining unit member who files an exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.

8.8 Representation

A bargaining unit member shall be entitled to have present a representative of the Union during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member for up to twenty-four (24) hours when such representative of the Union is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility.

8.9 Discipline System

It is agreed and understood that all members shall be treated in a fair and consistent manner while allowing the district to run a safe school. The district agrees to work with the individuals to apply discipline in a progressive manner; however, the association understands that the district may impose discipline consistent with the seriousness of the employee's conduct, as determined by the district. In general, the following progressive system of discipline shall be followed in disciplining bargaining unit members:

a. Verbal warning by appropriate administrator.

b. Written reprimand by appropriate administrator.

c. Suspension without pay.

d. Dismissal

8.10 Personnel Files

A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment, and to have a representative of the Union accompany them in such review, and a district representative. Other examinations of a bargaining unit member's file shall be limited to qualified supervisory personnel, except that a non-bargaining unit member Union representative may review such files when necessary for contract administration purposes or to provide the bargaining unit member representation in other administrative or legal proceedings. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit

member's file, the affected bargaining unit member shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the bargaining unit member believes the evaluative or disciplinary material to be placed in the file is inappropriate or in error, the material will be corrected and/or expunged from the file, whichever is appropriate. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit member's personnel file.

Should an employee's personnel file be requested under the Freedom of Information Act (FOIA) the District will notify the employee of such a request and allow the employee a copy of the requested document prior to fulfilling the FOIA request.

8.11 Adverse Material

All adverse material, including complaints, letters of reprimand, and evaluations, shall be removed from the personnel file four (4) years after their issuance.

8.12 Assault

Any case of assault upon a bargaining unit member and/or a bargaining unit member's property during the course of their work day, shall be promptly reported to the Employer. The Employer shall promptly render appropriate assistance to the bargaining unit member. The employer shall reimburse any bargaining unit member up to one thousand ($1,000) during the course of one (1) calendar year for damages to or destruction of the bargaining unit member's clothing or personal property provided such damage or destruction occurred on school premises and was not occasioned by the negligence of the bargaining unit member. Employees who are assaulted will not be required to return to work on the day of the incident. Employees will be paid for the remainder of the day. Should an assaulted employee be placed on medical leave by a physician for more than the day of the incident they shall be placed on a paid medical leave by the district for up to six (6) days without penalty to their sick or personal time. Upon a seventh (7) day of leave workers compensation shall take over.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.1 Definition

A grievance is a claim and/or a complaint by a bargaining unit member or a group of bargaining unit members or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

9.2 Hearing Levels

a. Informal Level: When a bargaining unit member(s) or the Union believe(s) a grievable incident has occurred, the affected bargaining unit member(s) or the Union shall request a meeting with the immediate supervisor in an effort to resolve the complaint. The Union shall be notified and a representative thereof present with the bargaining unit member at such

meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, they may formalize the complaint.

b. Formal Level 1: If a complaint is not resolved in a conference between the affected bargaining unit member(s) and their immediate supervisor, the complaint may be formalized in writing within ten (10) working days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within five (5) working days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Union.

c. Formal Level 2: If the Union is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) working days of receipt of the disposition, the grievance shall be transmitted to the Superintendent. Within seven (7) working days after the grievance has been so submitted, the Superintendent shall meet with the Union on the grievance. The Superintendent shall, within five (5) working days after the conclusion of the meeting, render a written decision thereon with copies to the Union and the grievant(s).

d. Formal Level 3: If the Union is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within the period provided above, the parties may pursue voluntary mediation through the Michigan Employment Relations Commission. If the parties are not able to reach an agreement through the mediation process after two mediation sessions, then the matter can proceed to Level 4.

d. Formal Level 4: If the Union is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within the period provided above, the Union may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, then the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules which shall likewise govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

9.3 Alternative Selection Process

If the parties agree on an arbitrator outside of the American Arbitration Association process, the hearing and the award shall be governed in accordance with AAA rules.

9.4 Miscellaneous Conditions

a. The term "days" when used in this Article shall mean days that the central office is open. Time limits may be extended by mutual written agreement of the parties. Grievances will automatically be placed in abeyance during Thanksgiving, Winter Holiday, and Spring Breaks, the timeline will resume on the first “day” following the holiday. All Grievance deadlines during Summer Break will be extended to fifteen (15) days.

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

c. Grievances filed as Union grievances may, at the option of the Union, be initiated at Formal Level 2 of the grievance procedure.

d. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, they shall be reinstated with full reimbursement of all compensation lost. If any bargaining unit member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to them and their record cleared of any reference to this action.

e. For the purpose of assisting a bargaining unit member 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 a Union representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the Employer which pertain to an affected bargaining unit member or any issue in the proceedings in question under the supervision of a district representative. Confidential letters of reference secured from sources outside of the school system shall be excluded from inspection.

f. A bargaining unit member who must be involved in the grievance procedure during the work day shall be excused with pay for that purpose.

g. If the Union violates the time limits specified herein at any level, the grievance shall be considered dropped. If the Employer violates the time limits specified herein, the grievance shall be moved to the next step in the process.

9.5 Arbitrator Authority

The function and purpose of the Arbitrator is to determine disputed interpretation of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall, therefore, not have authority nor shall he/she consider it his/her function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement.

All the fees and expenses of the arbitration including the cost of transcript (if one is requested by the Arbitrator), and hearing room shall be shared equally by the parties.

ARTICLE 10 - SCHOOL CLOSURE/DISMISSAL

10.1 School Closing

When an act of God, or an Employer directive, forces the closing of a school or other facility of the Employer, the bargaining unit members shall be excused from reporting to duty without loss of pay for up to six (6) days.

Secretaries may choose to report to work on school closure days so long as it is safe to do so and they have notified their immediate supervisor.

10.2 School Cancellation After Opening

If school is canceled after employees have reported for work or after students have reported, employees shall be dismissed immediately after such cancellation and excused from work without loss of pay, after students leave campus. Furthermore, a minimum of two (2) hours compensation will be credited to bargaining unit members.

Secretaries may choose to remain for the entire shift so long as it is safe to do so and they have notified their immediate supervisor.

10.3. Report for Work

Bargaining unit members requested to report for work when a school or other facility is closed under this provision, for emergency reasons such as snow removal, heating/AC system repair, etc., during such condition shall be compensated at their regular hourly rate of pay.

Bargaining unit members may not be required to report or remain at work if there is no power, running water, sewer, etc.

ARTICLE 11 - SUBCONTRACTING

There shall be no subcontracting of bargaining unit work longer than 90 calendar days. Bargaining unit work shall be defined as any work that is performed at any facility owned, rented or leased by Delton Kellogg Schools Board of Education, its officers or agents, that falls within the classifications outlined in the Recognition clause of this Agreement.

ARTICLE 12 - NEGOTIATIONS PROCEDURE

12.1 Unforeseen Matters

It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters

previously unforeseen or not negotiated may be negotiated. It is in the public interest that the opportunity for mutual discussion of such matters be provided.

12.2 Negotiations Release Time

When negotiations are conducted during regular work hours, released time shall be provided for the Union's representatives.

12.3 Negotiations

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

12.4 Agreement

There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one by the Union.

ARTICLE 13 - WORK YEAR, WORKWEEK, WORKDAY

13.1 Work Year

The work year for all bargaining unit members shall be the full school year with break periods, holidays and vacations as listed in this Agreement. All secretaries will be required to report to work two (2) weeks prior to students return and will remain for two (2) weeks after students end the school year. Secretaries will be considered eleven (11) month employees. Paraprofessionals work year will start and end with the student year with the addition of professional development days notification will take place with a minimum of a two week notice.

Days beyond the above mentioned work year shall be compensated at their regular hourly rate.

13.2 Work Week

The work week for all bargaining unit members shall consist of a full week, Monday through Friday, except as may be interrupted by a paid holiday, paid or unpaid leave, or other break pursuant to this Agreement.

13.3 Work Day

The work day for all bargaining unit members shall be the length of the school day, unless otherwise specified in the job description. All hours shall be consecutive.

13.4 Alteration

Employees will follow the start and end times to the work day and may be altered upon agreement between the Association and the District, or unilaterally by the District for act of God days, or emergencies.

13.5 Duty-Free Lunch & Breaks

All full-time bargaining unit members shall receive a one-half (1/2) hour uninterrupted, duty-free paid lunch period which shall be scheduled approximately mid-shift. Employees requested to work during their lunch period and accept will be paid their hourly wage for such time.

All full-time bargaining unit members shall receive two (2) fifteen (15) breaks during the work day. Upon approval of the immediate supervisor these breaks may be combined with lunch.

Part-time bargaining unit members shall receive breaks in proportion to their hours worked.

13.6 Emergency Call-In

A minimum of two (2) hours shall be credited to an employee called in for an emergency situation, even if less time is worked by the employee. In such instances, the employee will only be required to deal with the emergency situation and not with other duties. If the emergency time credited is beyond the eight (8) hours already worked in a day, or occurs on a Saturday, Sunday, or holiday, overtime shall be paid in accordance with the provisions of this Article.

13.7 In-Service

All bargaining unit members shall be offered two (2) required in-service training opportunities in conjunction with in-service training scheduled for the instructional staff. Such training opportunities shall be fully paid by the Employer, and each employee shall be given their regular rate of pay for the hours of the in-service. In-service includes in-person and virtual training as assigned by the employer.

13.8 Overtime

a. Overtime Schedule

Each employee who wishes to perform overtime work, or work that exceeds their current hours shall notify the employer of such interest. Overtime shall first be offered to the most senior employee within the building or classification where the overtime is needed. If the most senior employee refuses the overtime, then the work will be offered to the next most senior employee and so on until the overtime rotation list, composed of all employees wishing overtime in order of seniority, has been completed. The Employer shall move to the next place on the overtime rotation list when new overtime is available.

b. Overtime Pay

Overtime shall be compensated at the rate of time and one-half (1-1/2) of the regular hourly pay for all hours over the employee's regularly scheduled work hours in a week. All overtime on Sundays and holidays shall be compensated at two (2) times the employee's regular hourly pay for all hours worked. All overtime hours must be approved by a supervisor.

ARTICLE 14 - GENERAL WORKING CONDITIONS

14.1 Unsafe Work

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate supplies and equipment, in good repair, to perform their assigned duties.

14.2 Student Discipline

The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work areas.

14.3 Medication

Bargaining unit members required to dispense or administer medication, or perform diapering or medically related procedures shall receive appropriate training.

14.4 Supervision

A bargaining unit member shall be responsible to only the building administrator. In the absence of a building supervisor (principal) and/or department supervisor, or designee, bargaining unit members shall not be held accountable or made responsible for the administration or supervision of the building.

ARTICLE 15 - CONDITIONS OF EMPLOYMENT

15.1 Personal Work

Paraprofessionals shall not be asked or expected to perform non-district work for teachers, administrators, or others.

15.2 Miscellaneous

Newly hired paraprofessionals not able to demonstrate sixty (60) qualifying credit hours will have thirty (30) days to attain a passing ETS score. The District will provide reimbursement for the first ETS test upon employee providing receipt and verification of a passing score.

ARTICLE 16 - SENIORITY

16.1 Seniority Defined

Seniority shall be defined as the length of service within the District as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. In the event that more than one individual bargaining unit member has the same starting date of work, greater seniority is granted to the bargaining unit member's earliest birth date on the calendar.

16.2 Seniority List

The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared within thirty (30) work days after the effective date of this Agreement. Unresolved disputes regarding proper seniority placement shall be subject to the grievance procedure, with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Union.

16.3 Seniority Lost

Seniority shall be lost by a bargaining unit member upon termination for resignation, retirement or transfer to a non- bargaining unit position.

16.4 Probation

Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work. The probationary period shall be 124 calendar days. The district reserves the right to extend the probationary period an additional forty-five (45) calendar days.

16.5 Classifications

For purposes of this Agreement, all bargaining unit members shall be placed in one of the same classifications of paraprofessional. Paraprofessional assignments shall include, but not limited to the following: General Parapro, Medical Parapro, Behavior Interventionist, Secretary.

Classification			

General Parapro	Medical Parapro	Behavior Interventionist	Secretary
Job Responsibilities: 1:1 Title Media Special Education Hours: 7-7.25 At the discretion of the administration. 7:30-3:00	Job Responsibilities 1:1 with toileting and / or extreme behaviors Diapering / MEDS ECSE Hours: 6.83-7.25 At the discretion of the administration 7:30-2:50	PSR Room Monitor Behavior Provide Students with timeout space. Redirect students Hours: 7.5 At the discretion of the administration. 7:30-3:30	Building Secretary Secretarial Duties as assigned. Hours: 7.5 At the discretion of the administration. 7:30-3:30

ARTICLE 17 - VACANCIES, TRANSFERS, AND PROMOTIONS

17.1 Vacancy Defined

A vacancy shall be defined as a newly-created position or a present position that is not filled.

17.2 Vacancy Posting

All vacancies shall be e-mailed to bargaining unit members, and posted in a conspicuous place in each building of the district for a period of five (5) workdays. Said posting shall contain the following information:

a. Type of work

b. Location of work

c. Starting date

d. Rate of pay

e. Hours to be worked

f. Classification

g. Minimum requirements as reflected in the job description

17.3 Vacancy Notification

Interested bargaining unit members may apply to the Superintendent, or designee, within the posting period. The Employer shall notify bargaining unit members of vacancies occurring during the

summer months (June, July, August) by sending notice of same to each bargaining unit member by school e-mail. The employer will notify the Association President two (2) days prior to posting.

17.4 Award of Vacancies

Vacancies shall be filled with the most senior applicant from within the affected classification. Should no bargaining unit member from the affected classification apply, the vacancy shall then be filled by a qualified applicant from another classification based on a combination of seniority, special training, and previous experience. Should no internal applicant be interested in the vacancy, the position will be posted externally.

17.5 Notification

The District shall provide the Association President with the following information of newly placed employees; name, position, building, and e-mail address.

17.6 Trial Period

In the event of promotion in or transfer from one classification to another, the bargaining unit member shall be given a twenty (20) work day trial in which to show their ability to perform on the new job. The Employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable them to meet the Employer's standards of the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to their previous assignment.

17.7 Voluntary Transfer Rights

Bargaining unit members shall not suffer any loss of accrued seniority, vacation, holiday or leave benefits due to a voluntary transfer.

17.8 Involuntary Transfers

The parties agree that involuntary transfers of bargaining unit members are to be effected only for reasonable and just cause and shall not suffer any loss of accrued seniority, vacation, holiday or leave benefits.

17.9 Temporary Assumption of Duties

Any bargaining unit member who assumes the duties of another bargaining unit member will be paid the regular rate for those duties. A bargaining unit member's pay rate shall not be reduced as the result of any temporary change in duties.

17.10 Annual Vacancy Filling Meeting

The employer shall schedule a meeting in August or sooner of each year for displaced or laid off employees transitioning to a new assignment for the upcoming work year due to layoff or when other

interested employees wish to bid on vacant positions that the employer intends to fill at the start of the classification's upcoming work year.

ARTICLE 18 - REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

18.1 Layoff Defined

Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a lack of funds or that a reduction in staff is necessary due to program or other operational considerations.

18.2 Layoff Notice & Reasonable Assurance

No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least twenty (20) work days prior to the effective date of the layoff.

Bargaining unit members will be given reasonable assurance of employment for the subsequent school year at least twenty (20) days prior to the last day of school.

18.3 Layoff Procedures

In the event of a necessary reduction in workforce, the Employer shall first layoff probationary bargaining unit members in the affected classification, then the least senior bargaining unit members in that classification, if qualified. In no case shall a new employee be employed by the Employer while there are laid-off bargaining unit members who are qualified for a vacant or newly-created position. Bargaining unit members whose positions have been eliminated due to reduction in workforce or who have been affected by a layoff/elimination of position shall have the right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior bargaining unit member.

18.4 Recall

Laid-off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified.

Any bargaining unit member who has served more than thirty (30) working days in a classification shall be deemed qualified for any position in that classification, or who within a reasonable amount of time could be trained to perform the work.

Notices of recall shall be sent by first class mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to their current mailing address.

A recalled bargaining unit member shall be given ten (10) calendar days from receipt of notice to notify the Employer of their intent to return to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the ten (10) day period.

A bargaining unit member who declines recall to full-time work for which they are qualified shall forfeit their seniority rights. Bargaining unit members on layoff shall accrue seniority during the period of such layoff. Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which the bargaining unit member was laid-off shall not affect their rights to recall to an equivalent position.

18.5 Partial Layoffs

The Employer shall make every effort to maintain all secretarial and paraprofessional positions at full-time status. If a reduction in the work force is necessary, the Employer shall reduce whole positions and shall not reduce hours among several positions. Whenever possible part-time positions within a building shall be combined to create a full-time position. Should a reduction to part time be necessary the district will notify the President of the Association prior to the reduction. Employees reduced below fifty percent (50%) employment shall be excluded from the contract, but their seniority will continue to accrue in a pro-rated manner. Any reduced employee will be returned to full-time status prior to the hire of new employees unless the position is declined by the reduced employee.

ARTICLE 19 - EXTERNALLY FUNDED AND OTHER PROGRAMS

19.1 State and Federal Programs

Persons employed through funds provided through State or Federal programs shall be treated in all respects as regular bargaining unit members and shall be covered by and comply with all terms and provisions of this Agreement.

19.2 Seniority

Persons employed through State or Federal programs shall be treated the same as all other bargaining unit members in all respects including the length of the probationary period and their seniority dates. In the event of reduction in workforce resulting from lack of work or loss of funds, bargaining unit members shall be laid-off and recalled in accordance with the provisions of this Agreement governing layoffs and recall, and seniority principles shall be strictly adhered to.

ARTICLE 20 - SICK LEAVE

20.1 Sick Leave

At the beginning of each month of the school year, the bargaining unit member is credited with (1) day of sick leave at their scheduled hours. The unused portion of which shall accumulate from year to year without limitation. The Employer will also credit each bargaining unit member with 2 personal days at the beginning of the school year. The Employer shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated leave credit for said bargaining unit member. Each employee shall be furnished with a website to report unavailability for work. The employee shall report such unavailability before 6:00 AM unless the reason for such unavailability shall arise after such time or extenuating circumstances shall make it impossible for the employee to follow such procedure.

For the 26-27 school year, employees that maintain sixty (60) hours of sick and personal leave may use the excess hours toward holiday break, spring break and any other unpaid break during the school year. Employees must give two (2) weeks notice in the time clock system. The employee must have accrued a total of:

- ~~50 Hours of Leave Time for the 25-26 School Year~~
- 60 Hours of Leave Time for the 26-27 School Year
- 70 Hours of Leave time for the 27-28 School Year

Members of the bargaining unit are not required to train or provide substitute coverage for their own leaves. Leave time/Holiday pay is paid based on classified assignment. Note - if an employee is employed in another capacity within the district (Ex. Daycare, Custodial, Bus Driving) and is working during a scheduled break time, that employee may not use sick time in order to "double dip".

20.2 Employment-Related Injury

Employees qualifying for worker's compensation leave shall expend their accumulated leave time. Paid leave time must be exhausted prior to unpaid leave time being granted The District will follow the Worker's Compensation Law.

Upon return from worker's compensation, the employee shall be guaranteed their former position or a comparable position, if the former position no longer exists.

20.3 Leave Usage

The leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:

A. Personal Illness or Disability - The bargaining unit member may use all or any portion of their leave to recover from their own illness or disability, or for the illness or disability of any member of their immediate family.

B. Medical or Nursing Care - The bargaining unit member may take three (3) days per year to make arrangements for medical or nursing care for a member of their immediate family.
C. Personal Business - Personal business may be used at the employees' discretion and may be available for the practice of individual religious preferences. Unused personal business days shall accumulate as sick leave. May not be used prior to or directly following a holiday.

20.4 Immediate Family

Immediate family shall be defined as spouse, child, grandchild, foster child, stepchild, parent, grandparent, stepparent, or anyone who has stood in that relationship to the bargaining unit member.

ARTICLE 21 - OTHER PAID LEAVES

21.1 Judicial Leave

Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, including requested attendance during an arbitration or fact-finding proceeding, shall be paid their full compensation and benefits for such time.

21.2 Armed Services

Uniformed services leave of absence shall be granted to any employee as required by law. Such leave shall follow USSERA regulations and sick leave accumulated before uniformed services leave shall be reinstated if that paraprofessional returns by the start of the next school year after discharge.

Any bargaining unit member who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between their Reserve/Guard pay and the regular pay they would receive from the Employer during any period when the affected bargaining unit member engages in training or other service in the Reserve or National Guard. All benefits shall remain in effect.

21.3 Bereavement Leave

The bargaining unit member shall be granted a maximum of three (3) days of paid leave per death for immediate family members. Members may request in writing to the superintendent for an additional 2 days of leave. Immediate family shall be interpreted as spouse, parent, brother, sister, children, grandchildren, father- and mother-in-law, grandparents, and step and foster relationships of the aforementioned. The bargaining unit member may take one (1) paid day per death to attend the funeral of an aunt, uncle. Unused funeral/bereavement leave shall not be cumulative.

21.4 ESTA Policy

Eligible employees will accrue paid leave as provided by the ESTA. Applicable provisions of a collective bargaining agreement, individual employment contract, or handbook remain in place and may provide additional paid leave time that is not provided by the ESTA.

An eligible employee will accrue 1 hour of earned sick time for every 30 hours worked, but the eligible employee may only use up to 72 hours of earned sick time in a single ESTA benefit year. An FLSA-exempt eligible employee is assumed to work 40 hours per workweek unless the employee's normal workweek is less than 40 hours.

Up to 72 hours of unused accrued earned sick time will carry over from ESTA benefit year to ESTA benefit year.

ARTICLE 22 - UNPAID LEAVES

22.1 Leaves of Absence

Leaves of absence without pay for up to two (2) years in duration shall be granted to bargaining unit members upon written request. A request for a leave of absence shall include the reason for the leave, along with anticipated beginning and ending dates of the leave.

22.2 Return from Leave

A bargaining unit member returning from a leave of absence shall be reinstated to the same or similar position they held when the leave began. A bargaining unit member returning from a leave of absence shall remain at their current step. The employee will receive any negotiated raises that occurred while on leave. The employee must work 90 days in order to be placed on the next step.

22.3 Unpaid Leaves

Unpaid leaves of absence may be taken for the following purposes:

a. Military Leave

A military leave of absence shall be granted to an employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States, or who shall enlist, volunteer, be called, or otherwise make themself available for active duty in the National Guard or Reserve. The employer shall continue any and all employee benefits for the bargaining unit member's family during any period of active duty. Members of the bargaining unit who are placed on military leave and who subsequently qualify for schooling under the GI Bill shall have their leave extended for a period of one (1) year. Application for such an extension shall be filed within thirty (30) days from the official discharge date and shall be subsequent to proof of registration in an approved program or institution.

b. Union Office

A leave of absence not to exceed four (4) years shall be granted for the purpose of serving as an officer of the Association/Union, or an officer or intern or staff member in its state or national affiliate.

c. Public Service

A leave of absence not to exceed four (4) years shall be granted for the purpose of serving in a public office.

d. Career Exploration

A leave of absence may be granted for the purpose of exploring an alternative career.

e. Educational

A leave of absence shall be granted for the purpose of permitting the bargaining unit member to continue their education.

f. Family Leave

A leave of absence shall be granted to any (male or female) bargaining unit member for any of the following purposes:

1. the birth or placement for adoption or foster care of a child;
2. because of a serious health condition of a family member;
3. because of the employee's own serious health condition;
4. the care of a child under age 18.

22.4 Family Leave

Eligible employees will receive leave under the Family Medical Leave Act (FMLA), but any leave for a serious medical condition, whether related to the employee or employee's spouse, child, or parent, will operate concurrently with any other medical leaves that are provided by this Agreement.

The employer shall continue all benefits required by FMLA. The employee must use their paid sick leave, personal leave, and/or vacation leave (or any combination thereof) for all or part of the duration of the leave.

22.5 Definitions

For the purposes of this provision, a child is defined as the biological, adopted, or foster child, or a step child, legal ward, or child of a person standing in loco parentis. A family member is defined as a child, spouse, domestic partner, parent, parent-in-law, stepparent, or grandparent.

ARTICLE 23 - HOLIDAYS

All bargaining unit members shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day.

Labor Day

Thanksgiving

Day after Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

New Year's Day

The Friday before Spring Break - per the Common Calendar from the ISD

Memorial Day

2 Days of Spring Break (Monday / Tuesday)

ARTICLE 24 - SCHOOL IMPROVEMENT

24.1 School Improvement Committee

Paraprofessionals and secretaries shall have a representative, appointed by the Union, to the District-wide School Improvement Committee. Service on this committee shall be voluntary.

24.2 Professional Development

Paraprofessionals and secretaries wishing to attend District provided professional development may do so with the permission of their supervisor. Paraprofessionals attending professional development will be compensated at their hourly rate.

ARTICLE 25 - JOB DESCRIPTIONS

25.1 Secretary Job Descriptions

Job Title: Secretary
Reports to: School Principal

Collaborative and community-focused, Delton Kellogg is committed to enriching the experience of staff by encouraging the sharing of knowledge and skills through teamwork, mentorship, and professional development.

The Secretary position will involve working collaboratively to facilitate a positive connection between the community and the school through ongoing collaboration and effective communication. The principal has the ultimate responsibility to divide duties and responsibilities in an equitable manner.

Duties

- Principal's administrative assistant by providing office support
    - scheduling
    - copying
    - emailing
- Serve as a liaison between the school, community, principal, parents, staff, and students.
    - Provide excellent customer service
    - Create newsletters and announcements suitable for social media posting
- Build relationships by serving as a building receptionist
    - Directing calls and mail
    - Greeting visitors
    - Keep sign-in/sign-out sheets
    - Facilitate background checks for all volunteers
- Monitor student attendance
    - Sign-in/sign-out
    - Track weekly attendance sheets
    - 5 and 10-day truancy letters
    - Friday illness reports for the Barry County Health Department
    - Accurate Count Day attendance (twice a year) documentation and upload to pupil accounting
- Process, maintain, and file student records
    - Adheres to strict confidentiality in Student Information System and video surveillance per FERPA, HIPPA, and district policy
    - Enrollments (including immunizations), withdrawals, and transfers
    - Record requests and education verifications
    - Caregiver forms, Section 6, School of choice
    - Friend of the Court, Proof of Graduation, Military
    - Parking Records (students and teachers)
- Support school operations
    - Assist with building-level budgeting
    - Schedule dental and hearing screenings, picture day, and other school events.
    - Ordering and distributing supplies, including unloading pallets of paper
    - Maintain and coordinate the repair of office equipment, including printers and laminators
- Provide support to all students
    - Triage student illness, conduct lice checks,
    - Dispense medications in accordance with the Michigan Department of Health regulations
    - Support new students with their schedules, logins, laptops, emails, etc.

Requirements:

- High School Diploma
- Ideal candidates will also have:
    - College-level business/secretarial coursework

- Experience in a school office setting
- 3-5 years of experience in a similar role

Qualifications:

- A positive, flexible, and friendly attitude
- Demonstrate strict confidentiality when working with student information
- Excellent oral and written communication skills
- Ability to communicate effectively in crisis situations
- Ability to handle multiple tasks under stressful situations
- Excellent organizational and documentation skills
- Maintain a working knowledge of building and district operations
- Ability to build, establish, and maintain cooperative, effective, and positive working relationships with students, staff, parents, and community

25.2 Paraprofessional Job Descriptions

Job Title: Paraprofessional - Level I
Reports to: School Principal

Collaborative and community-focused, Delton Kellogg is committed to enriching staff experiences by encouraging the sharing of knowledge and skills through teamwork, mentorship, and professional development.

The paraprofessional position will involve working collaboratively with classroom teachers as part of a team to support the academic, behavioral, and personal care needs of students. We are seeking a patient, tolerant, and flexible paraprofessional who is ready to set high expectations and enhance the lives of students

Duties and Responsibilities:

- Provide supervision throughout the school day, for example, student arrival/departure support, lunch/recess, as directed by the building principal
- Assist students in maintaining appropriate school behaviors
- Facilitate the development of skills in self-regulation, organization, and task completion
- Work with students one-on-one or in small groups to restore justice and solve problems
- Implement and support behavior plans in all areas of the school
- Provide individual student support in a Least Restrictive Environment (LRE)
- Document student behavior as requested
- Redirect student behavior and reinforce appropriate behavior throughout the school day
- Interact with a variety of students while providing breakfast and lunch supervision
- Contribute in other ways as directed by the Principal, the Superintendent, or their designees

Requirements:

- High School Diploma and one of the following:
  - Associate's degree
  - 60 semester hours of college credit
  - A successfully completed ETS Parapro Assessment
- Ideal candidates will also have:
  - 3-5 years of experience in a similar role
  - Experience working with physically, mentally, or emotionally impaired students
  - Training in (not required, will train)

    - Crisis Prevention
    - Trauma-Informed Practices

Qualifications:

- Demonstrate confidentiality when working with student information
- Excellent oral and written communication skills
- Ability to communicate effectively in crisis situations
- Ability to handle multiple tasks under stressful situations
- Excellent organizational and documentation skills
- Maintain a working knowledge of building and district operations
- Ability to build, establish, and maintain cooperative, effective, and positive working relationships with students, staff, parents, and community
- Keep complete, up-to-date, and accurate records for Medicaid Billing

Job Title: Paraprofessional - Level II
Reports to: School Principal

Collaborative and community-focused, Delton Kellogg is committed to enriching the experience of staff by encouraging the sharing of knowledge and skills through teamwork, mentorship, and professional development.

The Level II paraprofessional position will involve working collaboratively with classroom teachers as part of a team to support the academic, behavioral, and personal care of students, including medical needs and toileting. We are seeking a patient, tolerant, and flexible paraprofessional who is ready to set high expectations and enhance the lives of students with needs.

Duties and Responsibilities:

- Assist students in maintaining appropriate school behaviors
- Facilitate the development of skills in self-regulation, organization, and task completion
- Work with students one-on-one or in small groups to restore justice and solve problems
- Implement and support behavior plans in all areas of the school
- Provide individual student support in a Least Restrictive Environment
- Document student behavior as requested
- Redirect student behavior and reinforce appropriate behavior throughout the school day
- Interact with a variety of students while providing breakfast and lunch supervision
- Contribute in other ways as directed by the Principal, the Superintendent, or their designees

Requirements:

- High School Diploma
- Ideal candidates will also have:
    - Associate's degree
    - 60 semester hours of college credit
    - A successfully completed ETS Parapro Assessment
    - 3-5 years of experience in a similar role
    - Experience working with physically, mentally, or emotionally impaired students
    - Training in (not required, will train)
        - Crisis Prevention
        - Trauma-Informed Practices

Qualifications:

- Demonstrate confidentiality when working with student information
- Excellent oral and written communication skills

- Ability to communicate effectively in crisis situations
- Ability to handle multiple tasks under stressful situations
- Excellent organizational and documentation skills
- Maintain a working knowledge of building and district operations
- Ability to build, establish, and maintain cooperative, effective, and positive working relationships with students, staff, parents, and community
- Keep complete, up-to-date, and accurate records for Medicaid Billing

ARTICLE 26 - COMPENSATION & BENEFITS

26.1 Compensation

Secretary		2026-2027
Step	**Current**	**Proposed**
1	**16.05**	**16.55**
2	**16.53**	**17.03**
3	**17.03**	**17.53**
4	**17.54**	**17.94**
5	**18.06**	**18.56**
6	**18.61**	**19.11**
7	**19.16**	**19.66**
8	**19.74**	**20.24**
9	**20.33**	**20.83**

Paraprofessional L1				Paraprofessional L2				Behavior Interventionist		
Step	**Current**	**Proposed**		**Step**	**Current**	**Proposed**		**Step**	**Current**	**Proposed**

1	**14.01**	**14.31**	**1**	**15.01**	**15.31**	**1**	**17.00**	**17.50**
2	**14.41**	**14.71**	**2**	**15.41**	**15.71**	**2**	**17.11**	**17.61**
3	**14.89**	**15.19**	**3**	**15.89**	**16.19**	**3**	**17.55**	**18.05**
4	**15.27**	**15.57**	**4**	**16.27**	**16.57**	**4**	**18.01**	**18.51**
5	**15.80**	**16.10**	**5**	**16.80**	**17.10**	**5**	**18.41**	**18.91**
6	**15.98**	**16.28**	**6**	**16.98**	**17.28**	**6**	**18.89**	**19.39**
7	**16.46**	**16.76**	**7**	**17.49**	**17.79**	**7**	**19.27**	**19.77**
8	**16.95**	**17.25**	**8**	**18.01**	**18.31**	**8**	**19.80**	**20.30**
9	**17.46**	**17.76**	**9**	**18.55**	**18.85**	**9**	**20.00**	**20.50**

Effective upon ratification of the agreement all secretaries and paraprofessionals will be compensated in accordance with the salary schedule in Appendix B beginning 1 July, 2025

Longevity will be compensated at the rate of:

6-10 completed years = $10 per year of service

11-15 = $15 per year of service

16-20 = $20 per year of service

Insurance benefits offered will be consistent with the offerings during the 2025-2026 school year. A monthly cash-in-lieu payment will be made to any bargaining unit member who doesn't take insurance of $50/month.

ARTICLE 27-DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by both sides, and shall continue in effect from 1 July, 2026 to the 30th of June 2028 with agreement from both sides to reopen the contract before May 1, 2027 to negotiate wages and benefits for the 2027-2028 school year.

In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives.

FOR THE DISTRICT	FOR THE ASSOCIATION
NAME: 	NAME: 
ITS: Board President	ITS: President
DATE: 6/23/2026	DATE: _6/23/2026

APPENDIX A-GRIEVANCE REPORT FORM

Grievance #_____

Distribution of Form

1. Superintendent
2. Supervisor
3. Union
4. Grievant

Submit to Supervisor in Duplicate

_____

Building Assignment Name of Grievant Date Filed

_____

STEP 1

A. Date Cause of Grievance Occurred:_____

B. 1. Article/Section/Policy Violated:_____

2. Statement of Grievance:_____

_____

_____

3. Relief Sought:_____

_____

_____

_____

Signature Date

C. Disposition of Supervisor:_____

_____

_____

_____

Signature of Supervisor Date (continued on reverse side)

GRIEVANCE REPORT FORM (cont.)

D. Disposition of Grievant and/or Union:_____

_____

_____

_____

Signature Date

If additional space is needed in reporting Section B of Step 1, attach an additional sheet.

STEP 2

A. Date Received by Superintendent or Designee:_____

B. Disposition of Superintendent or Designee:_____

_____

_____

_____

Signature Date

C. Position of Grievant and/or Union:_____

_____

_____

_____

Signature Date

STEP 3

A. Date Submitted to Arbitration:_____

B. Disposition and Award of Arbitrator:_____

_____

_____Signature of Arbitrator Date

NOTES