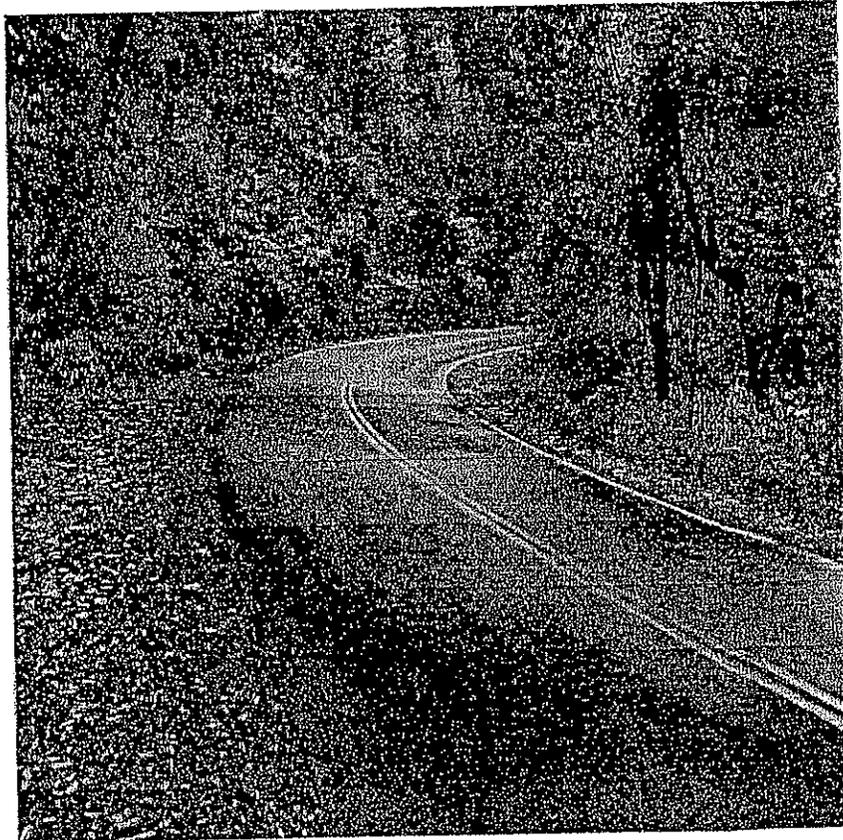


**Collective Bargaining Agreement  
between the  
Monroe School Board  
and the  
Monroe Education Support Personnel/NEA-NH**

**July 1, 2012 --- June 30, 2015**



# INDEX

|  |    |
|--|----|
| PREAMBLE   | 03 |
| WITNESSETH   | 03 |
| ARTICLE I  | 03 |
| RECOGNITION  |    |
| ARTICLE II   | 04 |
| NEGOTIATIONS PROCEDURE                                   |    |
| ARTICLE III  | 04 |
| JURISDICTION AND AUTHORITY OF SCHOOL BOARD               |    |
| ARTICLE IV   | 04 |
| GRIEVANCE PROCEDURE                                      |    |
| ARTICLE V  | 05 |
| CHILDBEARING LEAVE                                       |    |
| ARTICLE VI   | 06 |
| CHILDCARE LEAVE  |    |
| ARTICLE VII  | 06 |
| PERSONAL DAYS  |    |
| ARTICLE VIII   | 06 |
| SICK LEAVE   |    |
| ARTICLE IX   | 07 |
| BEREAVEMENT LEAVE  |    |
| ARTICLE X  | 07 |
| HOURS WORKED BEYOND CONTRACT/COMPENSATORY TIME           |    |
| ARTICLE XI   | 07 |
| JURY DUTY  |    |
| ARTICLE XII  | 07 |
| INSURANCE  |    |
| ARTICLE XIII   | 08 |
| WAGES  |    |
| ARTICLE XIV  | 08 |
| EVALUATION   |    |
| ARTICLE XV   | 09 |
| REDUCTION IN FORCE                                       |    |
| ARTICLE XVI  | 09 |
| DUES DEDUCTION   |    |
| ARTICLE XVII   | 10 |
| FAIR TREATMENT   |    |
| ARTICLE XVIII  | 10 |
| GENERAL PROVISIONS                                       |    |
| ARTICLE XIX  | 10 |
| SAVINGS CLAUSE   |    |
| ARTICLE XX   | 10 |
| ASSOCIATION RIGHTS                                       |    |
| ARTICLE XXI  | 11 |
| VACATION AND HOLIDAYS                                    |    |
| ARTICLE XXII   | 11 |
| TERMS OF EMPLOYMENT                                      |    |
| ARTICLE XXIII  | 11 |
| PROFESSIONAL DEVELOPMENT                                 |    |
| ARTICLE XXIV   | 12 |
| MILEAGE REIMBURSEMENT                                    |    |
| ARTICLE XXV  | 12 |
| VACANCIES  |    |
| APPENDIX A   | 14 |
| MONROE ESP SALARY SCHEDULE 2012-2013                     | 15 |
| MONROE ESP SALARY SCHEDULE 2013-2014                     | 16 |
| MONROE ESP SALARY SCHEDULE 2014-2015                     | 17 |
| APPENDIX B   | 18 |
| MONROE ESP PERSONNEL—GRIEVANCE REPORT                    | 19 |
| APPENDIX C   | 20 |
| MONROE SCHOOL DISTRICT SUPPORT STAFF EVALUATION FORM     | 22 |
| SUPPORT STAFF PERFORMANCE—PARA-EDUCATOR                  | 27 |
| APPENDIX D   | 28 |
| SUPPORT STAFF CONTRACT                                   | 29 |
| SUPPORT STAFF CONTRACT-GENERAL PARAPROFESSIONAL          | 30 |
| SUPPORT STAFF CONTRACT-STUDENT SPECIFIC PARAPROFESSIONAL | 31 |
| APPENDIX E   | 32 |
| EVALUATION – ARTICLE 14.7-POLICY KEB, PUBLIC COMPLAINTS  |    |

Collective Bargaining Agreement between the Monroe School Board and the

**Monroe Education Support Personnel/NEA-NH**

July 1, 2012 — June 30, 2015

**PREAMBLE**

AGREEMENT, made by and between the Monroe School Board, hereinafter called the "Board," and the Monroe Education Support Personnel/NEA-NH, hereinafter called the "Association."

**WITNESSETH:**

WHEREAS, the parties have negotiated and have reached certain understandings which they desire to confirm in this Agreement;

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I  
RECOGNITION**

The Board recognizes the Monroe Education Support Personnel/NEA-NH as the exclusive representative of all paraprofessionals, custodians, kitchen staff, secretaries, bookkeepers, and speech language assistants and nurses employed by the Monroe School District for the purpose of negotiating with the Board with respect to terms and conditions of employment as defined in the Public Employee Labor Relations Act, RSA 273-A, Definitions, XI:

- 1.2 Full-time support personnel are those who are employed at least thirty-five (35) hours per week on a regular basis. In the case of part-time employees, they shall receive prorated benefits as outlined in the contract. The Board will allow paraprofessionals who work thirty (30) or more hours a week to join the NH Retirement System.
- 1.3 The Board agrees to meet, confer, and negotiate with representatives of the Association concerning such matters.
- 1.4 The Association agrees to represent equally all such employees in the unit designated above without discrimination and without regard to membership in the Association.
- 1.5 This recognition shall not preclude the Board from communicating with, consulting, or dealing with any individual or group of employees for any employment related purpose the School Board shall deem desirable in the discharge of its responsibilities by statute, policy or regulations, nor shall it preclude any employee from appearing before the Board regarding his/her employment with the Monroe School District.
- 1.6 During the term of this Agreement, the Board agrees not to negotiate with any other employee group or Association other than the designated Unit in regard to any matters subject to negotiations under Article I.

## ARTICLE II NEGOTIATIONS PROCEDURE

- 2.1 On or before October 1 of the school year in which the contract expires, either party may provide notice of intent to negotiate a successor agreement. The parties agree to enter into negotiations in a good faith effort to reach agreement concerning terms and conditions of employment as defined in RSA 273-A:1, Definitions, XI:

“Terms and conditions of employment” means wages, hours, and other conditions of employment other than managerial policy within the exclusive prerogative of the public employer, or confided [confined] exclusively to the public employer by statute or regulations adopted pursuant to statute. The phrase “managerial policy within the exclusive prerogative of the public employer” shall be construed to include but shall not be limited to the functions, programs, and technology, the public employer’s organizational structure, and the selection, direction, and number of its personnel, so as to continue public control of governmental functions.”

- 2.2 Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached which required the expenditure of public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been approved by the voters of the Monroe School District. The Board shall make a good faith effort to secure the funds necessary to implement said agreements. If such funds are not forthcoming, the Board and the Association shall resume negotiations regarding terms and conditions of employment, in accordance with the provisions of this Agreement.
- 2.3 If the parties fail to reach agreement on any matter or matters which are subject to negotiations, either party may declare an impasse. All resolutions of impasse will be resolved through RSA 273-A.

## ARTICLE III JURISDICTION AND AUTHORITY OF SCHOOL BOARD

- 3.1 The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the Monroe School District.
- 3.2 The parties agree that neither the Board nor the District Administrator may lawfully delegate powers, discretions, or authorities which, by law, are vested in them and this Agreement shall not be construed so as to limit or impair their respective powers, discretions, or authorities.

## ARTICLE IV GRIEVANCE PROCEDURE

- 4.1 A grievance shall mean a complaint by a member of the bargaining unit that there has been a violation or misapplication of the provisions of this Agreement.
- 4.2 The term “day” when used in this Article shall mean school days, except at the end of the school year when they shall be Monday through Friday, excluding holidays.

- 4.3 A grievance to be considered under this procedure must be initiated in writing, by the employee within fifteen (15) days of its occurrence, or from the time the employee should have known of its occurrence. The following matters are excluded from the grievance procedure:
- a. Any matter for which a specific method of review is prescribed and expressly set forth by law, or by any rule or regulation of the State Commissioner of Education.
  - b. Any matter which, according to law, is beyond the scope of the Board's authority or limited to unilateral action by the Board alone.
- 4.4 Failure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step.
- 4.5 Failure in any step to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision, and will be considered acceptance of the decision rendered.
- 4.6 An aggrieved person may be represented at all stages of the grievance procedure by himself/herself or by counsel of his/her own choosing.
- 4.7 Both parties shall have the right to request a personal meeting with the other to resolve a grievance. Upon request, said meeting shall be arranged.
- 4.8 Step 1: The grievance may be written on the Grievance Form in Appendix B. Any employee who has a grievance shall first discuss it with the District Administrator in an attempt to resolve the matter at this level. A decision shall be rendered within five (5) days.
- 4.9 Step 2: If the employee is not satisfied with the decision, he/she may formally appeal the decision to the District Administrator within five (5) days after the receipt of the initial decision of the District Administrator. The appeal shall be in writing and specify:
- a. The nature of the grievance;
  - b. The injury and the loss which is claimed;
  - c. The remedies sought.
- The District Administrator shall investigate the matter and communicate the decision in writing to the grievant within five (5) days of the written grievance.
- 4.10 Step 3: If the employee is not satisfied with the decision rendered by the District Administrator, he/she may within five (5) days of receipt of reply appeal his/her grievance to the Board. The Board or a committee thereof shall review the grievance and either party may request a hearing be held with those involved in the grievance prior to the Board making its decision. Such hearing shall be held in nonpublic session and be held no sooner than ten (10) days nor later than twenty (20) days of said request, which time may be extended upon mutual agreement. The Board shall render its decision in writing within ten (10) days of hearing. If no hearing is held, then the Board shall render its decision within fifteen (15) days of said appeal.
- 4.11 Step 4: If the decision of the Board does not resolve the grievance, the Association may submit the grievance to Arbitration within twenty (20) days of receiving the Board's decision. The parties will attempt to mutually agree upon an arbitrator within ten (10) days of the submission. If attempts to mutually agree upon an arbitrator are unsuccessful, the matter will be referred to the American Arbitration Association for an arbitrator to be appointed under their rules and regulations. The decision of the arbitrator shall be binding. Each party is responsible for its own costs of preparing for the arbitration. The cost of the arbitrator will be shared equally by both parties.

## ARTICLE V CHILDBEARING LEAVE

- 5.1 Leave shall be available to female employees for the purpose of childbearing. Except in cases of emergency, the employee shall give at least thirty (30) days notice prior to the date on which her leave is to begin. An employee who is pregnant may continue in active employment until as late into her pregnancy as she desires, provided in the judgment of the District Administrator she is able to perform all required functions and if asked, provides written approval of her attending physician.
- 5.2 Prior to going on unpaid Childbearing Leave, an employee, while actively employed, shall be entitled to receive available sick leave for the period of actual disability.

## ARTICLE VI CHILDCARE LEAVE

- 6.1 Childcare leave of up to one year, for child rearing or adoption, shall be granted without pay or benefits to employees, upon written request for such leave. Notification of the intent to take such leave shall be made in writing to the District Administrator at least thirty (30) days prior to the date on which the leave is to begin, except in cases of emergency. Childcare leave notification shall also include the termination date of such leave.
- 6.2 At least ninety (90) days before the expiration of the childcare leave, the employee must notify the District Administrator in writing if the employee intends to return to work. If the District Administrator does not receive such notice in writing within the 90 day period, the employee shall lose any right or entitlement to a support staff position in the district. An employee planning on returning to the district for the following school year must notify the District Administrator in writing by March 15<sup>th</sup> of his/her intent to return. A person failing to do so shall lose any right or entitlement to a position in the district. At the conclusion of the leave, with timely notice of return, the employee shall be reinstated to his/her position or to a similar position within the same classification.

## ARTICLE VII PERSONAL DAYS

- 7.1 An employee shall be allowed a total of three (3) days (non-accumulative) leave per school year without loss of pay to conduct business that ordinarily cannot be conducted before or after school hours nor on weekends.

## ARTICLE VIII SICK LEAVE

- 8.1 An employee will be allowed up to ten (10) days of accumulative sick leave per year. There will be no limit on the number of accumulating days. Such accumulated sick days will not be redeemable in cash upon termination, separation, or retirement. Administration may request medical documentation for absences of three or more consecutive days of sick leave, or in the event that the number of sick days taken in a year exceeds 10. Employees will be allowed adequate time to arrange for such documentation.
- 8.2 The ten (10) yearly sick leave days may be used for illness in the immediate family. Immediate family under this article is defined as children, spouse, or parents of an employee.
- 8.3 A doctor's certificate may be requested by the District Administrator in the event an illness is beyond five (5) school days.
- 8.4 **Sick Leave Bank:** A sick leave bank shall be established for bargaining unit members who have exhausted sick leave benefits. The sick leave bank shall be used to cover those days between the time an individual bargaining unit member's sick days expire, and when the member returns to work or has disability benefits commence. Any employee who has received disability payments from a disability insurance policy may not receive sick leave bank benefits for personal illness for which disability payments were made within one (1) year of returning to work. After one (1) year that employee's rights to the sick bank resume.
- Each bargaining unit member electing to participate shall contribute up to three (3) sick leave days in the form of the hours contained in those days to the bank, which may accumulate to a maximum of seven hundred (700) hours. When the maximum hours are obtained, new bargaining unit members may join the sick leave bank without contributing until it becomes necessary to accumulate again. Bargaining unit members who initially choose not to participate in the sick bank will be allowed to join the bank at the beginning of any school year by donating three (3) days' hours. These additional hours may cause the total accumulation to rise above seven hundred hours.
- By October 1<sup>st</sup> of each year the Association shall submit to the District Administrator the names of bargaining unit members who contribute to, and therefore are eligible to receive sick days from, the sick leave bank. The Association shall also submit to the District Administrator the names of the Association's three member Sick Bank Screening Committee.
- The Sick Bank Screening Committee shall receive applications for request of days from the sick leave bank, and shall make all necessary determinations for those requests, and for any activity in the sick bank that those determinations shall cause by their implementation. Any activity in the sick leave bank will be submitted to the District Administrator within five (5) days of said activity.

**ARTICLE IX  
BEREAVEMENT LEAVE**

- 9.1 An employee will be entitled to three (3) days per occurrence (non-accumulative) for bereavement leave for immediate family. For this article, immediate family is defined as spouse, domestic partner, parent, child or foster child, step-parent or child, sibling, in-laws, or grandparents. The employee shall notify the District Administrator that he/she is taking the leave under this article. The District Administrator may extend this leave, without pay, at his/her discretion.

**ARTICLE X  
HOURS WORKED BEYOND CONTRACT/COMPENSATORY TIME**

- 10.1 a. When asked to work more than their contracted hours, an employee may choose either to be paid during the then-current pay period for those hours, or to receive compensatory time in their place on a one-to-one basis. This includes participation on school committees as outlined in Article XIII-13.4.
- b. If an employee has accumulated compensatory time during the contract year, and the fiscal year in which that time was accumulated is going to expire prior to their being able to arrange for the compensatory time to be taken, the employee will be paid at the appropriate rate during the last fiscal year pay period for those hours so accumulated.
- c. Any hours worked beyond 40 per week would be considered overtime, and would be paid at the rate of 1.5 to 1, either in salary or compensatory time, following the procedures outlined in 10.1 a. and 10.1 b. above.
- d. Any employee who is called in for unscheduled work outside normal work hours shall be paid a minimum of two (2) hours for the call-in.
- e. Any employee who works from home to arrange substitutes for other school employees shall be compensated for the time worked with a one hour minimum. (Article XIII-13.5)

**ARTICLE XI  
JURY DUTY**

- 11.1 An employee called for jury duty shall be excused from work as found necessary by the court. However, he/she must inform the District Administrator as soon as notice from the court is received, and shall verify the dates of the actual jury duty. If an employee is either released by the court before his/her hours of employment are over or is able to report to work before court duty is required, the employee is required to report to work. Compensation for each day of jury duty will be at the employee's regular rate less the amount paid by the court.

**ARTICLE XII  
INSURANCE**

- 12.1 The Monroe School District shall provide 80% of (single/two-person/family) membership in a HealthTrust POS plan or its equivalent for employees of the district covered under contract. Benefits of part-time employees will be prorated.
- 12.2 The Monroe School District shall provide a \$20,000 term life insurance policy for each employee.

**ARTICLE XIII  
WAGES**

- 13.1 Wages for employees covered by this Agreement shall be in accordance with Appendix A. New hires to the district may be given credit for relevant experience from prior employment, but in no case will a newly hired employee be placed at a step higher than a current employee with equal experience.
- 13.2 School year and extended school year employees shall have the following three options for payroll:
- Option 1 Payroll based on time worked during a payroll period.
  - Option 2 Payroll based on calculated annual wages divided by 26 equal payments where checks 1-21 equal a bi-weekly paycheck and check 22 is a balloon check which equals the total of five checks.
  - Option 3 Payroll based on calculated annual wages divided by 26 equal payments.

Hours worked beyond the usual scheduled number of hours shall be paid for in the payroll period in which they are worked, unless the employee wants to take the time as compensatory time. Year-round employees shall be paid for hours worked during the current payroll period.

- 13.3 The Monroe School District agrees to abide by the Fair Labor Standards Act with regard to the treatment of all members of the bargaining unit.
- 13.4 Support personnel required to participate on school committees outside of regularly scheduled work hours will be paid for all hours worked relating to that committee. Any participation must be approved by the District Administrator.
- 13.5 Support personnel who work from home to arrange substitutes for other school employees shall be compensated for the time worked with a one hour minimum.

**ARTICLE XIV  
EVALUATION**

- 14.1 Each employee shall be evaluated on an annual basis. The District Administrator will provide employees with job descriptions when contracts are offered in the spring.
- 14.2 The evaluation instrument is Appendix C. A formal observation of academic support personnel will be scheduled at a mutually agreeable time. All formal observations and evaluation reports will be conducted by the District Administrator who may request input of the employee's immediate supervisor. Evaluation of non-academic support personnel will be conducted without a formal observation by the District Administrator.
- 14.3 Support personnel will be given a copy of the evaluation report within 10 days after the formal observation. All employees will have a conference with the District Administrator within 10 days after receiving the written report.
- 14.4 The employee and the District Administrator shall sign the official school copy of the evaluation report when completed, indicating that the report has been seen by the employee and discussed with the District Administrator, and the employee has received a copy of the same. Such signature by the employee shall not be construed to indicate whether the employee is in agreement or disagreement with the contents of the evaluation report. No employee will be required to sign a blank or incomplete evaluation form.
- 14.5 The employee shall have the right to submit a written answer to such evaluation within thirty (30) working days, and his/her answer shall be signed and dated by both the employee and the District Administrator, and become attached to and a part of the file copy.
- 14.6 If an unsatisfactory evaluation is given to an employee, it shall include an assessment of the skills to be improved, defined objectives for improvement, and methods and means for improvement. The employee shall be reevaluated within thirty (30) days after the above has been completed. This does not preclude further evaluation by the administration.

14.7 An employee will have the opportunity to review all material derogatory to conduct, service, character or personality that is placed in his/her personnel file. The employee will acknowledge that he/she had the opportunity to review the material by affixing his/her signature to the material being filed. Such signature will not indicate agreement with the contents of the material. The employee will also have the right to submit a written rebuttal to such material, which will also be placed in the personnel file.

An employee will have the right at any time to review the contents of his/her personnel file upon request and receive a copy of any documents contained therein. The employee will be entitled to have a representative of the Association accompany him/her during the review.

Employee personnel files will not be open to public inspection, and only those persons having official right and reason for doing so may inspect an employee's file.

The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents but will not establish separate confidential files.

All complaints from parents and community members will be resolved according to current applicable School Board policy.

If an employee is to be disciplined or reprimanded by the administration, he/she will be entitled to have a representative of the Association present.

#### **ARTICLE XV REDUCTION IN FORCE**

15.1 The number of employees will be reduced at the sole discretion of the Board in situations where changes in program or budget require it. In so far as it is possible, the reduction shall be accomplished through voluntary attrition. When this is not possible, the reduction will be based on seniority within the job categories for which the employee is qualified.

15.2 For the purposes of this Article, seniority will begin to accrue as of the date beginning an employee's most recent period of continuous employment in the school district, and will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence (including a RIF procedure leave), but time away during such unpaid leave will not be counted in computing seniority. This will also apply to Earned Benefits such as accumulated Sick Leave, computation of Vacation days due, and position on the seniority List used for RIF purposes. These earned benefits will not continue to accrue during the unpaid leave, but will be reinstated upon the employee's return to employment.

15.3 A seniority list that indicates the date each bargaining unit member signed his or her original Personnel Contract (for that employee's most recent period of continuous employment) will be undated and posted annually in the building, and this list will be used to determine seniority for the purposes of this Article, with the contract signing date being used in the need of a tie-breaker for situations where equal years of continuous employment occur.

15.4 An employee who is laid off shall be recalled for openings for which he/she is qualified. Employees shall be recalled in order of seniority, with most senior employee being recalled first. These rights shall remain in place for two (2) years after the date of being notified of the layoff. The employee shall be responsible for providing the Monroe School District with an up to date address to which recall notices will be sent by registered mail. Support Personnel who turn down an employment offer of a similar nature to the position that he or she was laid off from with equal or greater hours will lose all rights to recall.

#### **ARTICLE XVI DUES DEDUCTION**

16.1 It is agreed by and between the Monroe School District and the Monroe Employees Support Personnel that upon receipt of written authorization thereof, signed by the employee, the Board shall deduct an amount to provide payment of dues for membership and assessments of NEA/NH from the regular payroll check of such employee. The amount so deducted pursuant to such authorization of the employee shall be promptly remitted directly to NEA/NH.

**ARTICLE XVII  
FAIR TREATMENT**

- 17.1 No employee employed for more than forty-five (45) days will fail to have his/her contract renewed, be suspended or dismissed, or be disciplined without just cause and with reason(s) stated in writing.

**ARTICLE XVIII  
GENERAL PROVISIONS**

- 18.1 Copies of this Agreement between the Monroe School District and the Monroe Employee Support Personnel NEA/NH shall be reproduced within twenty (20) days after this Agreement is signed and will be presented to all employees now or hereafter employed. The expenses incurred will be shared as follows: The Association agrees to provide the necessary manpower to type, reproduce, and assemble said Agreement and the Board agrees to provide all needed materials and equipment. Further, five (5) copies of the Agreement will be furnished to the Association for its use.

**ARTICLE XIX  
SAVINGS CLAUSE**

- 19.1 If any article or part of this Agreement is held to be invalid by operation of law, by a court of competent jurisdiction to include the Public Employee Labor Relations Board, or if compliance with or enforcement of any article or part should be restrained by said authority, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

**ARTICLE XX  
ASSOCIATION RIGHTS**

- 20.1 The Board agrees that all employees shall have full freedom of association and self-organization as stated under RSA 273-A.
- 20.2 The Association and its representatives shall have the right to use the school building at all reasonable hours for meetings. The Association shall have the right to use school facilities and equipment including computers, copying machines, and other equipment when such equipment is not otherwise in use.
- 20.3 The Association shall have the right to post notices in the staff work room, in mail boxes, and in e-mail to members for the purpose of communicating with them. One bulletin board will be designated as the Association's board for its use in communicating with members.
- 20.4 Representatives of the Association and their affiliates shall be permitted to transact Association business on school property at all reasonable times as long as it does not interfere with normal school operations.
- 20.5 The Monroe Education Support Personnel shall have one day of leave per year to be used by the Association President or designee to attend the annual Delegates Association Meeting.

**ARTICLE XXI  
VACATION AND HOLIDAYS**

- 21.1 School Year employees shall have the following paid holidays: Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day.
- 21.2 Extended School Year employees shall have the following paid holidays: Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and Independence Day (July 4th.)
- 21.3 Year Round employees shall have the following paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and Independence Day, plus six (6) additional days to be taken when school is not in session.
- 21.4 Year Round employees will receive paid vacations according to the following schedule:

| Years of Service | Days per Month |
|------------------|----------------|
| 0-5              | 1              |
| 6-10             | 1.25           |
| 11-15            | 1.5            |
| 16-20            | 1.75           |
| 20+              | 2              |

Paid vacation leave may be accumulated up to a maximum of thirty (30) days. Vacation scheduling shall be approved by the District Administrator. Paid vacation leave will be prorated for part-time employees. Vacation Days will only be used as accumulated and will not be used in advance. Accumulated vacation days will be paid upon separation or retirement but will not be paid upon termination for Just Cause.

**ARTICLE XXII  
TERMS OF EMPLOYMENT**

- 22.1 School Year employees shall work a total of one hundred eighty (180) student days, plus three (3) to eight (8) in-service days, for a total of one hundred eighty-three (183) to one hundred eighty-eight (188) days each year plus holidays. Extended School Year employees shall work a total of two hundred and twenty (220) days each year plus holidays. Year Round employees shall work twelve (12) months with time off for vacations and holidays.
- 22.2 The Board shall offer a contract annually no later than April 15, provided that a Collective Bargaining Agreement has been reached and the residents of Monroe have approved such agreement. The Board shall file a written notice of intent no later than April 15 to School Year employees whose contracts will not be renewed for the following school year. (Such written notice will include the specific reason/reasons for non-renewal.)
- 22.3 One-on-one paraprofessionals will be paid their normal rate of pay and given work to do if their students are absent from school, in order to fulfill the school year contracted days.
- 22.4 Paraprofessionals shall not be required to devise lesson plans, assign grades to students, evaluate student performance, or engage in non-supervised instruction of students.

**ARTICLE XXIII  
PROFESSIONAL DEVELOPMENT**

- 23.1 A fund of \$2,000 shall be established to support professional development opportunities for members of the bargaining unit. This fund shall cover tuition and fees for workshops that are related to the employee's work assignment. This fund will be distributed on a first come first serve basis at an initial maximum rate of \$400 per bargaining unit member. Any unused money left in this fund on June 15 shall be distributed in equal amounts to bargaining unit members who were not fully reimbursed initially up to the full cost of the tuition or fees. Each staff member will be allowed up to three (3) days of in-school time for professional development.

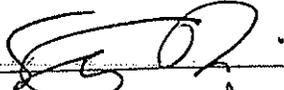
**ARTICLE XXIV  
MILEAGE REIMBURSEMENT**

24.1 Use of an employee's personal vehicle for pre-approved work related travel shall be reimbursed at the current IRS rate for mileage reimbursement.

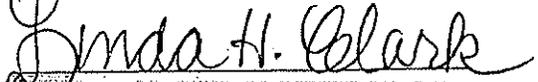
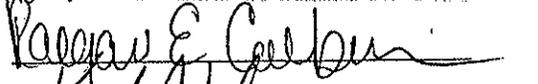
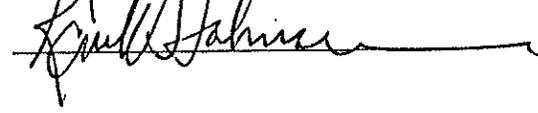
**ARTICLE XXV  
VACANCIES**

25.1 All opening and newly created positions within the Monroe ESP bargaining unit will be posted on the main bulletin board five days prior to being advertised publicly. This notice shall also be provided to the President of the Monroe ESP. All current bargaining unit members who apply for an open position will be given consideration and if equally qualified will be given the position over an outside candidate.

**MONROE ESP/NEA/NH**

  
\_\_\_\_\_  
Sandra Lang  
Kenny Amcker

**MONROE SCHOOL BOARD**

  
\_\_\_\_\_  
Linda H. Glask  
  
\_\_\_\_\_  
Robert E. Colburn  
  
\_\_\_\_\_  
Kim Johnson  
\_\_\_\_\_  
\_\_\_\_\_

Date: 4/4/2012      Date: 4 April 2012

# Appendix A

## Wage Scale

**MONROE ESP**  
**Salary Schedule 2012- 2013**

| Step | Admin. Or<br>Exec.<br>Secretary | Admin. or<br>Assistant<br>Bookkeeper | Assistant<br>Custodian | Director<br>of Food<br>Services | Paraprof<br>. H.S. | Paraprof<br>. B.A. | Paraprof<br>Certified<br>or A.A. | Speech<br>Language<br>Assistant | Nurse   |
|------|---------------------------------|--------------------------------------|------------------------|---------------------------------|--------------------|--------------------|----------------------------------|---------------------------------|---------|
| 1    | \$12.98                         | \$16.06                              | \$10.76                | \$11.16                         | \$10.86            | \$12.63            | \$12.37                          | \$12.57                         | \$16.51 |
| 2    | \$13.29                         | \$16.44                              | \$11.01                | \$11.43                         | \$11.12            | \$12.93            | \$12.67                          | \$12.88                         | \$16.91 |
| 3    | \$13.61                         | \$16.84                              | \$11.28                | \$11.70                         | \$11.38            | \$13.24            | \$12.97                          | \$13.19                         | \$17.32 |
| 4    | \$13.94                         | \$17.24                              | \$11.55                | \$11.98                         | \$11.66            | \$13.56            | \$13.28                          | \$13.50                         | \$17.73 |
| 5    | \$14.27                         | \$17.66                              | \$11.83                | \$12.27                         | \$11.94            | \$13.88            | \$13.60                          | \$13.83                         | \$18.16 |
| 6    | \$14.61                         | \$18.08                              | \$12.11                | \$12.57                         | \$12.22            | \$14.21            | \$13.93                          | \$14.16                         | \$18.59 |
| 7    | \$14.96                         | \$18.51                              | \$12.40                | \$12.87                         | \$12.52            | \$14.56            | \$14.26                          | \$14.50                         | \$19.04 |
| 8    | \$15.32                         | \$18.96                              | \$12.70                | \$13.18                         | \$12.82            | \$14.90            | \$14.61                          | \$14.85                         | \$19.50 |
| 9    | \$15.69                         | \$19.41                              | \$13.00                | \$13.49                         | \$13.13            | \$15.26            | \$14.96                          | \$15.20                         | \$19.96 |
| 10   | \$16.07                         | \$19.88                              | \$13.32                | \$13.82                         | \$13.44            | \$15.63            | \$15.32                          | \$15.57                         | \$20.44 |
| 11   | \$16.45                         | \$20.36                              | \$13.64                | \$14.15                         | \$13.76            | \$16.00            | \$15.68                          | \$15.94                         | \$20.93 |
| 12   | \$16.85                         | \$20.85                              | \$13.96                | \$14.49                         | \$14.09            | \$16.39            | \$16.06                          | \$16.32                         | \$21.44 |
| 13   | \$17.25                         | \$21.35                              | \$14.30                | \$14.83                         | \$14.43            | \$16.78            | \$16.45                          | \$16.71                         | \$21.95 |
| 14   | \$17.67                         | \$21.86                              | \$14.64                | \$15.19                         | \$14.78            | \$17.18            | \$16.84                          | \$17.12                         | \$22.48 |
| 15   | \$18.09                         | \$22.38                              | \$14.99                | \$15.55                         | \$15.13            | \$17.60            | \$17.24                          | \$17.53                         | \$23.02 |
| 16   | \$18.52                         | \$22.92                              | \$15.35                | \$15.93                         | \$15.50            | \$18.02            | \$17.66                          | \$17.95                         | \$23.57 |
| 17   | \$18.97                         | \$23.47                              | \$15.72                | \$16.31                         | \$15.87            | \$18.45            | \$18.08                          | \$18.38                         | \$24.13 |
| 18   | \$19.42                         | \$24.03                              | \$16.10                | \$16.70                         | \$16.25            | \$18.89            | \$18.52                          | \$18.82                         | \$24.71 |
| 19   | \$19.89                         | \$24.61                              | \$16.48                | \$17.10                         | \$16.64            | \$19.35            | \$18.96                          | \$19.27                         | \$25.31 |
| 20   | \$20.37                         | \$25.20                              | \$16.88                | \$17.51                         | \$17.04            | \$19.81            | \$19.42                          | \$19.73                         | \$25.91 |
| 21   | \$20.86                         | \$25.81                              | \$17.29                | \$17.93                         | \$17.45            | \$20.29            | \$19.88                          | \$20.21                         | \$26.54 |
| 22   | \$21.36                         | \$26.43                              | \$17.70                | \$18.36                         | \$17.87            | \$20.77            | \$20.36                          | \$20.69                         | \$27.17 |
| 23   | \$21.87                         | \$27.06                              | \$18.12                | \$18.80                         | \$18.29            | \$21.27            | \$20.85                          | \$21.19                         | \$27.83 |
| 24   | \$22.39                         | \$27.71                              | \$18.56                | \$19.26                         | \$18.73            | \$21.78            | \$21.35                          | \$21.70                         | \$28.49 |
| 25   | \$22.93                         | \$28.37                              | \$19.01                | \$19.72                         | \$19.18            | \$22.31            | \$21.86                          | \$22.22                         | \$29.18 |

Those maxed at the end of a column receive 1% of the last step times the number of years they have been maxed out.

**MONROE ESP**  
**Salary Schedule 2013- 2014**

| Step | Admin or Exec. Secretary | Admin. or Assistant Bookkeeper | Assistant Custodian | Director of Food Services | Paraprof. H.S. | Paraprof. B.A. | Paraprof. Certified or A.A. | Speech Language Assistant | Nurse   |
|------|--------------------------|--------------------------------|---------------------|---------------------------|----------------|----------------|-----------------------------|---------------------------|---------|
| 1    | \$13.17                  | \$16.30                        | \$10.92             | \$11.33                   | \$11.02        | \$12.82        | \$12.56                     | \$12.76                   | \$16.76 |
| 2    | \$13.49                  | \$16.69                        | \$11.18             | \$11.60                   | \$11.29        | \$13.13        | \$12.86                     | \$13.06                   | \$17.16 |
| 3    | \$13.81                  | \$17.09                        | \$11.45             | \$11.88                   | \$11.56        | \$13.44        | \$13.17                     | \$13.38                   | \$17.57 |
| 4    | \$14.15                  | \$17.50                        | \$11.73             | \$12.16                   | \$11.84        | \$13.76        | \$13.48                     | \$13.70                   | \$17.99 |
| 5    | \$14.49                  | \$17.92                        | \$12.01             | \$12.45                   | \$12.12        | \$14.10        | \$13.80                     | \$14.03                   | \$18.43 |
| 6    | \$14.83                  | \$18.35                        | \$12.30             | \$12.75                   | \$12.41        | \$14.43        | \$14.14                     | \$14.36                   | \$18.87 |
| 7    | \$15.19                  | \$18.79                        | \$12.59             | \$13.06                   | \$12.71        | \$14.78        | \$14.48                     | \$14.71                   | \$19.32 |
| 8    | \$15.55                  | \$19.24                        | \$12.89             | \$13.37                   | \$13.01        | \$15.13        | \$14.82                     | \$15.06                   | \$19.78 |
| 9    | \$15.93                  | \$19.71                        | \$13.20             | \$13.69                   | \$13.33        | \$15.50        | \$15.18                     | \$15.42                   | \$20.26 |
| 10   | \$16.31                  | \$20.18                        | \$13.52             | \$14.02                   | \$13.65        | \$15.87        | \$15.54                     | \$15.79                   | \$20.74 |
| 11   | \$16.70                  | \$20.66                        | \$13.84             | \$14.36                   | \$13.97        | \$16.25        | \$15.92                     | \$16.17                   | \$21.24 |
| 12   | \$17.10                  | \$21.16                        | \$14.18             | \$14.70                   | \$14.31        | \$16.64        | \$16.30                     | \$16.56                   | \$21.75 |
| 13   | \$17.51                  | \$21.67                        | \$14.52             | \$15.06                   | \$14.65        | \$17.04        | \$16.69                     | \$16.96                   | \$22.27 |
| 14   | \$17.93                  | \$22.19                        | \$14.87             | \$15.42                   | \$15.00        | \$17.45        | \$17.09                     | \$17.37                   | \$22.81 |
| 15   | \$18.36                  | \$22.72                        | \$15.22             | \$15.79                   | \$15.36        | \$17.87        | \$17.50                     | \$17.78                   | \$23.36 |
| 16   | \$18.80                  | \$23.27                        | \$15.59             | \$16.17                   | \$15.73        | \$18.30        | \$17.92                     | \$18.21                   | \$23.92 |
| 17   | \$19.25                  | \$23.82                        | \$15.96             | \$16.56                   | \$16.11        | \$18.74        | \$18.35                     | \$18.65                   | \$24.49 |
| 18   | \$19.72                  | \$24.40                        | \$16.34             | \$16.95                   | \$16.50        | \$19.19        | \$18.79                     | \$19.09                   | \$25.08 |
| 19   | \$20.19                  | \$24.98                        | \$16.74             | \$17.36                   | \$16.89        | \$19.65        | \$19.24                     | \$19.55                   | \$25.68 |
| 20   | \$20.67                  | \$25.58                        | \$17.14             | \$17.78                   | \$17.30        | \$20.12        | \$19.70                     | \$20.02                   | \$26.30 |
| 21   | \$21.17                  | \$26.19                        | \$17.55             | \$18.20                   | \$17.71        | \$20.60        | \$20.18                     | \$20.50                   | \$26.93 |
| 22   | \$21.68                  | \$26.82                        | \$17.97             | \$18.64                   | \$18.14        | \$21.09        | \$20.66                     | \$20.99                   | \$27.57 |
| 23   | \$22.20                  | \$27.47                        | \$18.40             | \$19.09                   | \$18.57        | \$21.60        | \$21.16                     | \$21.50                   | \$28.24 |
| 24   | \$22.73                  | \$28.13                        | \$18.84             | \$19.54                   | \$19.02        | \$22.12        | \$21.66                     | \$22.01                   | \$28.91 |
| 25   | \$23.28                  | \$28.80                        | \$19.30             | \$20.01                   | \$19.48        | \$22.65        | \$22.18                     | \$22.54                   | \$29.61 |

For every year of experience beyond the 25 the hourly rate shall increase by 1% x the # of years

**MONROE ESP**  
**Salary Schedule 2014 - 2015**

| Step | Admin. Or Exec. Secretary | Admin. or Assistant Bookkeeper | Assistant Custodian | Director of Food Services | Paraprof. H.S. | Paraprof. B.A. | Paraprof. Certified or A.A. | Speech Language Assistant | Nurse   |
|------|---------------------------|--------------------------------|---------------------|---------------------------|----------------|----------------|-----------------------------|---------------------------|---------|
|      | \$13.43                   | \$16.63                        | \$11.14             | \$11.56                   | \$11.24        | \$13.08        | \$12.81                     | \$13.02                   | \$17.10 |
|      | \$13.76                   | \$17.03                        | \$11.41             | \$11.83                   | \$11.51        | \$13.39        | \$13.12                     | \$13.33                   | \$17.51 |
|      | \$14.09                   | \$17.43                        | \$11.68             | \$12.12                   | \$11.79        | \$13.71        | \$13.43                     | \$13.65                   | \$17.93 |
|      | \$14.42                   | \$17.85                        | \$11.96             | \$12.41                   | \$12.07        | \$14.04        | \$13.76                     | \$13.97                   | \$18.36 |
|      | \$14.77                   | \$18.28                        | \$12.25             | \$12.71                   | \$12.36        | \$14.38        | \$14.09                     | \$14.31                   | \$18.80 |
|      | \$15.12                   | \$18.72                        | \$12.54             | \$13.01                   | \$12.66        | \$14.72        | \$14.42                     | \$14.65                   | \$19.25 |
|      | \$15.49                   | \$19.17                        | \$12.84             | \$13.32                   | \$12.96        | \$15.08        | \$14.77                     | \$15.01                   | \$19.71 |
|      | \$15.86                   | \$19.63                        | \$13.15             | \$13.64                   | \$13.27        | \$15.44        | \$15.12                     | \$15.37                   | \$20.18 |
|      | \$16.24                   | \$20.10                        | \$13.47             | \$13.97                   | \$13.59        | \$15.81        | \$15.49                     | \$15.73                   | \$20.67 |
| 0    | \$16.63                   | \$20.58                        | \$13.79             | \$14.31                   | \$13.91        | \$16.19        | \$15.86                     | \$16.11                   | \$21.16 |
| 1    | \$17.03                   | \$21.08                        | \$14.12             | \$14.65                   | \$14.25        | \$16.58        | \$16.24                     | \$16.50                   | \$21.67 |
| 2    | \$17.44                   | \$21.58                        | \$14.46             | \$15.00                   | \$14.59        | \$16.97        | \$16.63                     | \$16.89                   | \$22.19 |
| 3    | \$17.86                   | \$22.10                        | \$14.81             | \$15.36                   | \$14.94        | \$17.38        | \$17.03                     | \$17.30                   | \$22.72 |
| 4    | \$18.28                   | \$22.63                        | \$15.16             | \$15.73                   | \$15.30        | \$17.80        | \$17.44                     | \$17.72                   | \$23.27 |
| 5    | \$18.72                   | \$23.17                        | \$15.52             | \$16.11                   | \$15.67        | \$18.23        | \$17.86                     | \$18.14                   | \$23.83 |
| 6    | \$19.17                   | \$23.73                        | \$15.90             | \$16.49                   | \$16.04        | \$18.66        | \$18.28                     | \$18.58                   | \$24.40 |
| 7    | \$19.63                   | \$24.30                        | \$16.28             | \$16.89                   | \$16.43        | \$19.11        | \$18.72                     | \$19.02                   | \$24.98 |
| 8    | \$20.10                   | \$24.88                        | \$16.67             | \$17.30                   | \$16.82        | \$19.57        | \$19.17                     | \$19.48                   | \$25.58 |
| 9    | \$20.59                   | \$25.48                        | \$17.07             | \$17.71                   | \$17.23        | \$20.04        | \$19.63                     | \$19.95                   | \$26.20 |
| 10   | \$21.08                   | \$26.09                        | \$17.48             | \$18.14                   | \$17.64        | \$20.52        | \$20.10                     | \$20.42                   | \$26.83 |
| 11   | \$21.59                   | \$26.72                        | \$17.90             | \$18.57                   | \$18.06        | \$21.01        | \$20.59                     | \$20.91                   | \$27.47 |
| 12   | \$22.10                   | \$27.36                        | \$18.33             | \$19.02                   | \$18.50        | \$21.52        | \$21.08                     | \$21.42                   | \$28.13 |
| 13   | \$22.64                   | \$28.01                        | \$18.77             | \$19.47                   | \$18.94        | \$22.03        | \$21.59                     | \$21.93                   | \$28.81 |
| 14   | \$23.18                   | \$28.69                        | \$19.22             | \$19.94                   | \$19.39        | \$22.56        | \$22.10                     | \$22.46                   | \$29.50 |
| 15   | \$23.73                   | \$29.38                        | \$19.68             | \$20.42                   | \$19.86        | \$23.10        | \$22.64                     | \$23.00                   | \$30.20 |

Those maxed at the end of a column receive 1% of the last step times the number of years they have been maxed out.

**Appendix B**  
**Grievance Report**

Monroe Education Support Personnel

GRIEVANCE REPORT

Grievance No: \_\_\_\_\_

Name of Grievant \_\_\_\_\_ Date filed \_\_\_\_\_

Position \_\_\_\_\_ Supervisor \_\_\_\_\_

Date of alleged violation or misapplication \_\_\_\_\_

Article(s) of agreement allegedly violated \_\_\_\_\_

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Nature and extent of injury or loss involved \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Results of previous discussions of the grievance and dissatisfaction with decisions previously rendered. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Remedy sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of MESP Representative

\_\_\_\_\_  
Signature of Grievant

Disposition by: Principal

Superintendent

Date answered \_\_\_\_\_

Answer \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

**Appendix C**  
**Evaluation Form**

Monroe School District  
Support Staff Evaluation Form

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Position Title: \_\_\_\_\_ School/Dept: \_\_\_\_\_

For the performance factors listed below indicate (x) the effectiveness with which they were applied in achieving the results. When evaluating each factor, apply the following definitions:

- Commendable: Exceptional performance, role model for peers.  
 Proficient: A skillful worker who consistently meets requirements and expectations.  
 Basic: Improvement needed to increase effectiveness; growth will strengthen ability to handle responsibilities.  
 Unsatisfactory: Unacceptable job performance.

| Performance Learning   |                | Commendable | Proficient | Basic | Unsatisfactory |
|--|----------------|-------------|------------|-------|----------------|
| 1. Job Performance 50%   | 10 points each | 41-50       | 31-40      | 16-30 | 0-15           |
| -Is able to interact appropriately & effectively with students. _____<br>-Follows directions easily. _____<br>-Completes assignments on time in compliance with direction given. _____<br>-Is skilled at performing tasks. _____<br>-Strives to succeed/stretch personal resources/listens well. _____ |                |             |            |       |                |
| 2. Self Motivation/Management 20%  | 5 points each  |             |            |       |                |
| -Builds on strengths and works on deficiencies. _____<br>-Personally well organized. _____<br>-Utilizes time efficiently. _____<br>-Takes initiative. _____  |                |             |            |       |                |
| 3. Adaptability to Change 10%  | 5 points each  |             |            |       |                |
| -Possesses ability to be flexible. _____<br>-Adaptable to a multitude of situations. _____   |                |             |            |       |                |

|  |                     |                |                        |                              |      |
|--|---------------------|----------------|------------------------|------------------------------|------|
| 4. Interpersonal Effectiveness 15%<br>-Maintains effective working relationships with others._____<br>-Presents ideas effectively._____<br>-Uses feedback to improve performance._____ | 5 points each       |                |                        |                              |      |
| 5. Punctuality 5%<br>-Consistently performs all assigned responsibilities when expected and on time._____  | 5 points each       |                |                        |                              |      |
| _____ Total Points   |                     | 84-100         | 62-83                  | 31-61                        | 0-30 |
| _____ Name   |                     |                |                        |                              |      |
| <b>OVERALL</b><br>Commendable<br>84-100  | Proficient<br>62-83 | Basic<br>31-61 | Unsatisfactory<br>0-30 | _____<br><b>Total Points</b> |      |

For additional comments, use space below.

This evaluation has been discussed with me. (Check One)  I agree with its contents.  
 I disagree with its contents

Statement: I understand that I may submit a letter within one (1) week to the Principal, Administrative Evaluation stating reasons of any disagreement, which will be attached to this document.

\_\_\_\_\_  
 Signature of Employee

\_\_\_\_\_  
 Date Signed

\_\_\_\_\_  
 Signature of Principal/  
 Admin. Evaluation

\_\_\_\_\_  
 Date Signed

## Support Staff Performance—Para-educator

Date: \_\_\_\_\_ Position: \_\_\_\_\_

Employee Name: \_\_\_\_\_

CATEGORY    3 Exemplary    2 Acceptable    1 Developing    0 Beginning

### Collaboration

|                            |  |  |   |  |
|----------------------------|--|--|---|--|
| Communication              | Para provides information to teacher frequently on both positive and negative aspects of student progress. Para consistently identifies questions in the scope of his/her job performance and/or case assignment and consistently communicates with teacher. | Para communicates with teacher about students' progress on a regular basis and is available as needed to respond to teacher concerns. Para often identifies questions in the scope of his/her job performance and/or case assignment and consistently communicates with teacher. | Para has minimal communication with teacher about students' progress. Para occasionally identifies questions in the scope of his/her job performance and/or case assignment and consistently communicates with teacher. | Para provides minimal information to teachers and does not respond or responds insensitively to teacher concerns about students. Para does not identify questions in the scope of his/her job performance and/or case assignment and consistently communicates with teacher. |
| Relationships w/Colleagues | Para takes initiative in assuming leadership among colleagues. Para supports and cooperates with colleagues.   | Para's relationship with colleagues is supportive and cooperative.   | Para maintains cordial relationship with colleagues to fulfill the duties that the school requires.   | Para's relationships with colleagues are negative or self-serving.   |

### Student Achievement

|  |  |   |  |  |
|--|--|---|--|--|
| Demonstrating Flexibility & Responsibilities                                     | Para successfully makes major, approved adjustments to a lesson and/or provides accommodation.                                 | Para makes minor, approved adjustments in a lesson, and/or provides accommodation and the adjustment occurs smoothly. | Para attempts to adjust a lesson or provide an accommodation with mixed results.   | Para adheres rigidly to an instructional plan, even when a change will clearly improve a lesson.                 |
| Familiar w/IEP's And 504   | Para uses goals and objectives in IEP/504 plan to vary approaches in instruction.  | Para displays solid understanding of IEP/504 plan and can articulate the needs of the student based on the plan.      | Para displays general understanding of IEP/504 plan.   | Para is unfamiliar with IEP/504 plan.  |
| Implements Curriculum  | Para links content well with students' knowledge and experience. Students contribute to representation of content.             | Para links content well with students' knowledge and experience.  | Para inconsistently links content with students' knowledge and experience. Para uses some good examples, but some are difficult to follow. | Para does not link content with students' knowledge and experience. Uses unclear or poor examples and analogies. |
| Foster emerging Student independence through feedback and questioning techniques | Para's questions are of uniformly high quality, with adequate time for students to respond. Students formulate many questions. | Most of Para's questions are of high quality. Adequate time is available for students to respond.                     | Para's questions are a combination of low and high quality. Only some invite a response from student.                                      | Para's questions are virtually all of poor quality.  |

### Professional Responsibilities

|                            |  |  |   |   |
|----------------------------|--|--|---|---|
| Confidentiality            | Para positively communicates all concerns and questions as directed, and maintains confidentiality.  | Para effectively communicates some concerns and questions as directed and maintains confidentiality.   | Para answers questions and concerns about students' without notifying/consulting with teacher. Para communicates without direction and does not maintain confidentiality.                                     | Para negatively communicates and/or misleads parties and does not consult with Teacher. Para does not maintain confidentiality.   |
| Prompt & Dependable        | Always on time and comes to work prepared to take on the tasks needed to be done, knows what to do and when to do it. Reports to all scheduled duties on time, every time. Consistently follows the schedule and offers to give more time when needed. | Always come to work on time and is prepared to take on the tasks needed to be done. Almost always knows what to do and how to do it. Reports to all scheduled duties on time, most of the time. Follows the schedule and is flexible, when needed. | Sometimes needs to settle down and get to work. Almost always on time and prepared to take on the tasks needed to be done. Reports to some scheduled duties on time. Occasionally deviates from the schedule. | Rarely ready to settle down and get to work. Often not prepared to take on the tasks needed to be done, not sure what to do, how to do it, or when. Does not report to scheduled duties consistently and/or reports to duties late. Often deviates from the schedule. |
| Maintains accurate records | Para's system for maintaining information on student completion of assignments and/or behaviors is fully effective. Students participate in the maintenance of records.  | Para's system for maintaining information on student completion of assignments and/or behaviors is fully effective.  | Para's system for maintaining information on student completion of assignments and/or behaviors is rudimentary and only partially effective.  | Para's system for maintaining information on student completion of assignments and/or behaviors is in disarray.   |
| Grows professionally       | Para seeks out opportunities for professional development and seeks out additional opportunities for further growth.   | Para seeks out opportunities for professional development to enhance content knowledge per their assignment. Attends all required professional developments.   | Para participates in professional activities to a limited extent when they are convenient.  | Para engages in no professional development activities to enhance knowledge or skill.   |

Date Created: September 21, 2011 (TG/BD)

Support Staff Rubric-Paraeducator

Name: \_\_\_\_\_ Assignment: \_\_\_\_\_

Date of 1<sup>st</sup> Observation: \_\_\_\_\_ Time: \_\_\_\_\_

| COLLABORATION  |  | RATING: |  |
|--|--|---------|--|
| • Communication  |  |         |  |
| • Relationships with Colleagues  |  |         |  |
| <b>STUDENT ACHIEVEMENT</b>   |  |         |  |
| • Demonstrates Flexibility and Responsiveness                                      |  |         |  |
| • Familiar w/IEP's and 504 Plans   |  |         |  |
| • Implements curriculum  |  |         |  |
| • Foster emerging student independence through feedback and questioning techniques |  |         |  |
| <b>PROFESSIONAL RESPONSIBILITIES</b>   |  |         |  |
| • Confidentiality  |  |         |  |
| • Prompt and Dependable  |  |         |  |
| • Maintains accurate records   |  |         |  |
| • Grows professionally   |  |         |  |

Rating: 0- Beginning    1-Developing    2-Acceptable    3-Exemplary

Comments: 1<sup>st</sup> Observation: Recommendations and Areas of Focus:

Signature of Observer

Signature of Administrator

Signature of Para-educator

Administrator's Comments and Recommendations:

Name: \_\_\_\_\_ Assignment: \_\_\_\_\_  
 Date of 2nd Observation: \_\_\_\_\_ Time: \_\_\_\_\_

| COLLABORATION  | RATING: |  |
|--|---------|--|
| • Communication  |         |  |
| • Relationships with Colleagues  |         |  |
| <b>STUDENT ACHIEVEMENT</b>   |         |  |
| • Demonstrates Flexibility and Responsiveness                                      |         |  |
| • Familiar w/IEP's and 504 Plans   |         |  |
| • Implements curriculum  |         |  |
| • Foster emerging student independence through feedback and questioning techniques |         |  |
| <b>PROFESSIONAL RESPONSIBILITIES</b>   |         |  |
| • Confidentiality  |         |  |
| • Prompt and Dependable  |         |  |
| • Maintains accurate records   |         |  |
| • Grows professionally   |         |  |

Rating: 0- Beginning    1-Developing    2-Acceptable    3-Exemplary

**Comments: 2nd Observation: Recommendations and Areas of Focus:**

Administrator's Comments and Recommendations:

[Empty box for Administrator's Comments and Recommendations]

**Appendix D**  
**Support Personnel Contracts**

**School Administrative Unit #77  
 Monroe Consolidated School  
 P.O. Box 130, Monroe, NH 03771**

**20 -20 Support Personnel Contract**

Pursuant to the Collective Bargaining Agreement between the Monroe School Board and the Monroe Education Support Personnel/NEA-NH, July 1, 2007 - June 30, 2009, this agreement is made between XXXXXXXX hereinafter the Employee, and the Monroe School District, hereinafter the District, WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

1. Position Title: XXXXXXXXXXXXXXXXXXXX
2. Immediate Supervisor: District Administrator
3. Terms of Employment:

|                      |                          |
|----------------------|--------------------------|
| Step                 | 0                        |
| Hourly Wage          | \$00:00                  |
| Work Day             | 0 Hours                  |
| Work Year            | 0 Days (0 hrs)           |
| Sick Leave           | 0 Days (0 hrs)           |
| Personal Leave       | 0 Days (0 hrs)           |
| Paid Holidays        | 0 Days (0 hrs)           |
| Vacation Days        | None                     |
| Bereavement Leave    | 0 Days (0 hrs)           |
| Jury Duty            | As Needed                |
| Course reimbursement | See Bargaining Agreement |

4. This contract becomes effective July 1, 20--, and terminates June 30, 20--. The Employee and the district recognize that employment is contingent upon the position being funded by the District.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

\_\_\_\_\_  
 Chairperson, Monroe School Board

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Employee

\_\_\_\_\_  
 Date

School Administrative Unit #77  
 Monroe Consolidated School  
 P.O. Box 130, Monroe, NH 03771

20 -20 Support Personnel Contract

Pursuant to the Collective Bargaining Agreement between the Monroe School Board and the Monroe Education Support Personnel/NEA-NH, July 1, 2007 - June 30, 2009, this agreement is made between XXXXXXXX hereinafter the Employee, and the Monroe School District, hereinafter the District, WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

1. Position Title: XXXXXXXXXXXXXXXXXXXX
2. Immediate Supervisor: District Administrator
3. Terms of Employment:

|                      |                          |
|----------------------|--------------------------|
| Step                 | 0                        |
| Hourly Wage          | \$00.00                  |
| Work Day             | 0 Hours                  |
| Work Year            | 0 Days (0 hrs)           |
| Sick Leave           | 0 Days (0 hrs)           |
| Personal Leave       | 0 Days (0 hrs)           |
| Paid Holidays        | 0 Days (0 hrs)           |
| Vacation Days        | None                     |
| Bereavement Leave    | 0 Days (0 hrs)           |
| Jury Duty            | As Needed                |
| Course reimbursement | See Bargaining Agreement |

4. This contract becomes effective July 1, 20--, and terminates June 30, 20--. The Employee and the district recognize that employment is contingent upon the position being funded by the District. Should the position cease to be funded by the District, the paraprofessional's continued employment will be handled in accordance with Article XV, Reduction in Force, in the Collective Bargaining Agreement between the Monroe School Board and the Monroe Education Support Personnel/NEANH.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

\_\_\_\_\_  
 Chairperson, Monroe School Board

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Employee

\_\_\_\_\_  
 Date

**School Administrative Unit #77  
 Monroe Consolidated School  
 P.O. Box 130, Monroe, NH 03771**

**20 -20 Support Personnel Contract**

Pursuant to the Collective Bargaining Agreement between the Monroe School Board and the Monroe Education Support Personnel/NEA-NH, July 1, 2007 - June 30, 2009, this agreement is made between XXXXXXXX hereinafter the Employee, and the Monroe School District, hereinafter the District, WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

1. Position Title: XXXXXXXXXXXXXXXXXXXX
2. Immediate Supervisor: District Administrator
3. Terms of Employment:

|                      |                          |
|----------------------|--------------------------|
| Step                 | 0                        |
| Hourly Wage          | \$00.00                  |
| Work Day             | 0 Hours                  |
| Work Year            | 0 Days (0 hrs)           |
| Sick Leave           | 0 Days (0 hrs)           |
| Personal Leave       | 0 Days (0 hrs)           |
| Paid Holidays        | 0 Days (0 hrs)           |
| Vacation Days        | None                     |
| Bereavement Leave    | 0 Days (0 hrs)           |
| Jury Duty            | As Needed                |
| Course reimbursement | See Bargaining Agreement |

4. This contract becomes effective July 1, 20--, and terminates June 30, 20--. The Employee and the district recognize that employment is contingent upon the position being funded by the District. Should the position cease to be funded by the District, the paraprofessional's continued employment will be handled in accordance with Article XV, Reduction in Force, in the Collective Bargaining Agreement between the Monroe School Board and the Monroe Education Support Personnel/NEANH.
5. An assignment for a student-specific paraprofessional position will only be filled while the student is a Monroe Consolidated School responsibility. Should the student leave the District, or should the student's individual instructional plan requirements change and no longer require the paraprofessional's specific assignment, the paraprofessional's continued employment will be handled in accordance with Article XV Reduction in Force in the Collective Bargaining Agreement between the Monroe School Board and the Monroe Education Support Personnel/NEANH.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

\_\_\_\_\_  
 Chairperson, Monroe School Board

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Employee

\_\_\_\_\_  
 Date

**Appendix E**  
**EVALUATION**  
**Article 14.7**

School Administrative Unit # 77  
 Monroe School District  
 School Board Policy

FIRST READING: 5/9/2007

SECOND READING: 8/15/2007

ADOPTED: 8/15/2007 REVISED 01/2007, 10/26/2011 AND ADOPTED: OCT. 26, 2011

**PUBLIC COMPLAINTS ABOUT SCHOOL PERSONNEL, EMPLOYEES, STUDENTS OR ADMINISTRATION**

Any complaint presented to the Board about school personnel or employees, students or administration, will be referred back to the Superintendent. The Board will not hear complaints until such complaints have first been brought forth through the appropriate and applicable administrative procedures and the Superintendent or his/her designee has had a reasonable opportunity to seek to resolve the complaint. Any communication not following this policy will not be considered by the Board.

The Board will decline to hear any complaint that will interfere with its ability to serve as an impartial trier of fact in any related student or personnel matter. This complaint procedure shall not supersede or modify any right held by employees of the District under federal law, state law, contract, or collective bargaining agreement.

To the extent it is deemed appropriate by the Superintendent, the individual who is the subject of the complaint may be advised of the nature of the complaint and may be given an opportunity for explanation, comment, and presentation of the facts. The Superintendent shall seek to resolve the matter and report to the Board.

Complaints about the Superintendent may be made directly to the Board through the Board Chair, but only after reasonable efforts have been made by the complaining party to resolve their complaint directly with the Superintendent. The Board may, to the extent it is appropriate, advise the Superintendent of the nature of the complaint and may give the Superintendent an opportunity for explanation, comment and presentation of facts.

In the event a complaint is made directly to an individual Board member, the procedure outlined below shall be followed:

- I. The Board member shall refer the person making the complaint to the Superintendent or for investigation. The Superintendent may delegate the investigation to a Principal or other administrator.

Pg 1 of 2

1<sup>st</sup> Reading: 05/09/2007

2<sup>nd</sup> Reading: 08/15/2007

Adopted: 8/15/2007 -Revised KEB-R to KE-R and 10/2007 Keb-R to KE-R

Adopted 10/26/2011 with revisions

School Administrative Unit # 77  
Monroe School District  
School Board Policy

KEB

**FIRST READING: 5/9/2007**

**SECOND READING: 8/15/2007**

**ADOPTED: 8/15/2007 REVISED: 01/2/07, 10/26/2011 ADOPTED: 10/26/2011**

2. If the person making complaint believes that a satisfactory reply has not been received from the Superintendent, he or she may request that the Board hear the complaint. The Board will hear and act upon the written complaint only by majority vote. The Board may decline to act on any complaint which, in its sole judgment, would interfere with the Superintendent's ability to properly administer the district. If the Board does hear and act upon the complaint, all Board decisions shall be final.

3. If the Board decides, in accordance with Paragraph two, to hear and act upon a complaint that pertains to personnel, employee, student or administrative matters, it shall determine whether the complaint shall be heard in public or non-public session in accord with RSA 91-A:3 and the laws pertaining to student and family privacy rights. The Board shall also determine whether it is appropriate to inform the individual who is the subject of the complaint of the meeting and to provide said individual with further opportunity for explanation, comment, and presentation of the facts.

4. If the Superintendent is the subject of the complaint, the Board shall determine whether the complaint should be heard in public or non-public session in accord with RSA 91-A: 3. The Board may, to the extent it is appropriate, advise the Superintendent of the nature of the complaint and may give the Superintendent an opportunity for explanation, comment, and presentation of the facts.

*1<sup>st</sup> Reading: 05/09/2007*

*2<sup>nd</sup> Reading: 08/15/2007*

*3<sup>rd</sup> Reading/Adopted: 8/15/2007 - Revised KEB-R to KE-R and 10/2007 Keb-R to KE-R*

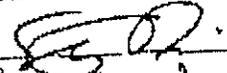
**ARTICLE XXIV  
MILEAGE REIMBURSEMENT**

24.1 Use of an employee's personal vehicle for pre-approved work related travel shall be reimbursed at the current IRS rate for mileage reimbursement.

**ARTICLE XXV  
VACANCIES**

25.1 All opening and newly created positions within the Monroe ESP bargaining unit will be posted on the main bulletin board five days prior to being advertised publicly. This notice shall also be provided to the President of the Monroe ESP. All current bargaining unit members who apply for an open position will be given consideration and if equally qualified will be given the position over an outside candidate.

**MONROE ESP/NEA/NH**

  
Sandra Lang  
Kenny [unclear]

**MONROE SCHOOL BOARD**

Linda H. Clark  
Peggy E. Gibson  
Paul [unclear]

