

Agreement between the
CENTRAL BERKSHIRE REGIONAL SCHOOL COMMITTEE

and the

CENTRAL BERKSHIRE EDUCATION ASSOCIATION

CENTRAL BERKSHIRE REGIONAL
PARAPROFESSIONALS

July 1, 2022 - June 30, 2025

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CENTRAL BERKSHIRE REGIONAL SCHOOL DISTRICT
PARAPROFESSIONALS' UNIT

July 1, 2022 - June 30, 2025

ARTICLE 1 - RECOGNITION

The Committee recognizes the Association for purposes of collective bargaining as the exclusive representative of a unit consisting of all non-student, non-volunteer teacher or instructional paraprofessionals, certified occupational therapists' assistants (COTA), speech language pathology assistants, Registered Behavior Technician (RBT), educational interpreters and signers, excluding all other employees, in the Central Berkshire Regional School District. Unless otherwise indicated, the employees in this unit will hereinafter be referred to as "Paraprofessionals".

ARTICLE 2 - NEGOTIATION PROCEDURE

- A. Unless mutually agreed by the parties, negotiations for a successor agreement shall commence no later than April 15 of the year in which the contract terminates. All such negotiations shall be conducted in accordance with the laws of the Commonwealth of Massachusetts.
- B. Upon request, the Committee will provide the Association such public records of the school system as are pertinent to the subjects under negotiation. Association requests for such records shall be submitted in writing and will specify the records desired. Original records will be made available in the office of the Superintendent and may be removed only with the Committee's approval.

ARTICLE 3 - SALARIES AND BENEFITS

- A. 1. The hourly rates for paraprofessionals in the bargaining unit will be as contained in Attachment C.

Certified occupational therapist assistants, educational interpreters and speech pathology assistants must be Massachusetts certified or certifiable.

Each member of the bargaining unit shall, at the end of the contract year, be credited with a year of service for purposes of step movement on the salary schedule if that unit member has been duly appointed and has worked (including use of paid leave available under the collective bargaining agreement, but excluding unpaid leave) more than ninety (90) days during said contract year. Step movement will no longer occur on the bargaining unit member's anniversary date.

- B. PATHWAYS FOR MEETING HIGHLY QUALIFIED STATUS

Paraprofessionals in possession of a high school diploma or its equivalent have the opportunity to meet the post-secondary requirements by pursuing one of the two options, or pathways, listed below.

Pathway 1: 48 Credit Hours of Coursework or an Associate's Degree

Paraprofessionals may satisfy the federal requirements by obtaining an Associate's (or higher) degree; or by completing at least two years of study (48 credit hours of coursework) at an institution of higher education. This coursework may be completed at an institution of higher education (IHE), or in a district program offered locally in conjunction with an IHE and/or through an educational collaborative working in conjunction with an IHE.

Pathway 2: Formal Standardized Assessment

The Massachusetts Department of Elementary and Secondary Education has selected both the ParaPro Assessment and the WorkKeys Certificate of Proficiency for Teacher Assistants as the formal state-endorsed assessments. These assessments will enable paraprofessionals to meet the qualification requirements.

To the extent that the Massachusetts Department of Elementary and Secondary Education provides and endorses the Massachusetts Service on-line ParaPro Assessment, the District shall be a host site for the educational testing and shall assume the cost of a unit member taking the State assessment test to become *highly* qualified. In the event a unit member does not attain a passing score on the assessment test the first time, the cost of taking said test on subsequent occasions will be borne by the paraprofessional. In addition to the aforementioned paths to becoming *highly* qualified, a unit member shall, pursuant to ESEA, 2001, 20 USC 6301 et. seq., automatically be *highly* qualified upon attaining an Associate's Degree or *by completing at least two years of study (48 credit hours of coursework) at an institution of higher education.*

The District shall offer and maintain, at no cost to unit members, The ParaEducator's Network or shall employ some other web-based professional development provider as one of the paths by which a unit member may become qualified pursuant to ESEA, 2001, 20 USC 6301 et. Seq.

If a unit member has been determined by another district or by the Massachusetts Department of Elementary and Secondary as having met the requirements of 20 USC 6301 et. seq., he/she shall be considered to have met the requirements by the District.

C. Professional Training Points (PTPs)

In accordance with the provisions of Article 8, a unit member may apply 45 PTPs once every three contract years to increase his/her hourly rate. A paraprofessional cannot move from column A to column B and column B to column C in one three year period.

PTPs to be applied toward the incentive must be approved by the Superintendent, or his/her designee, prior to starting work toward the PTPs. See attachment A. – *Paraprofessional Preliminary Approval of Professional Training Points*. The incentive is only available to paraprofessionals in accordance with Article 3.

D. Longevity payments under this Section were eliminated on July 1, 2020.

E. Attendance at Workshops, Etc.

Occupational Therapists' Assistants, Educational Interpreters and Speech-Language Pathology Assistants shall be granted one day temporary leave per year, without loss of pay, for the purpose of attending conventions, seminars, workshops and conferences necessary for their continued licensure provided the Assistant gives the Principal (if the Assistant is directly responsible to more than one Principal, then to the Superintendent) at least 24 hours written notice in advance.

- F. Benefits - Paraprofessionals shall be granted temporary leaves of absence without loss of pay for the following reasons and upon the following terms and conditions.
1. Personal Leave - Employees shall be granted three (3) days of personal leave, with pay, per year for religious, personal, legal, business, household or family matters provided paraprofessional gives the Superintendent or his/her designee at least 24 hours written notice in advance (except in case of emergency). All unused personal days at the conclusion of the academic year shall be accumulated towards sick leave.”
 2. Other Temporary Leaves of Absence - Sections "a" and "b" shall apply to all employees.
 - a. In the event of the death of the husband, wife, parent, sibling, child or domestic partner of the paraprofessional, for a period not in excess of five (5) calendar days. Such leave is to be used within 30 days immediately following the date of death, except that where interment is delayed, any one or more of said days may be used to attend the interment and related services.
 - b. In the event of the death of paraprofessional's grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, niece, or nephew, for a period not in excess of three (3) calendar days. Such leave is to be used within 30 days immediately following the date of death except that where interment is delayed, any one or more of said days may be used to attend the interment and related services. Upon the paraprofessional's request the Superintendent may, but need not, extend leave up to two additional days. Said days shall be taken from the paraprofessional's accumulated sick days. The decision of the Superintendent shall not be subject to Article 7.
 3. Sick Leave
 - a. Effective July 1, 2013, employees shall be entitled to receive ten (10) sick days per year. Sick leave shall be prorated based upon the assigned hours for part-time employees. All unit members will have unlimited accumulation of unused sick days.
 - b. In addition, employees, full or part-time, are eligible for five (5) additional days per year leave to provide care for ill family members (paraprofessional's spouse, child, parent, sibling, grandchild, current in-laws and persons living within the paraprofessional's household).

A unit member may request of his/her principal or immediate supervisor additional days. The decision of the principal or immediate supervisor shall be final and not subject to Article 7.
 - c. No paraprofessional will be required to arrange for his/her own substitute.
 - d. The employer may require an employee to provide a physician certification of illness or injury in the event an employee uses three (3) consecutive days of sick leave or more, and/or in the event of suspected sick leave abuse.

4. Lunch - Paraprofessionals working six (6) hours or more shall have a duty-free lunch period of thirty (30) minutes. Work breaks shall be taken, to the extent possible, in a manner which is not disruptive to students and the educational process.

Work Breaks - All paraprofessionals shall be granted a paid 15 minute break each three hours worked. Each member shall arrange for their own break time.

5. Extended Leave Without Pay - The Superintendent may, at his/her discretion, grant unpaid leaves, not to exceed one year, for such reasons as maternity and family illness and for such other purposes as the committee deems appropriate, the grant of which shall not be deemed to be a precedent with respect to subsequent requests for leave.

The sole obligations of the District under this provision are that a paraprofessional granted such leave will be placed in the first available opening following notification of intent to return and that, upon return, said paraprofessional shall be employed at no less than the rate of pay received prior to the leave.

6. Inter-School Travel - Committee shall reimburse paraprofessionals for use of their own motor vehicles for inter-school travel made at the direction of the Superintendent or his/her designees upon submission of appropriate evidence of such use, provided always at the IRS standard mileage rate for the first 15,000 miles of use.

7. Health Insurance
Employees shall contribute twenty percent (20%) of the total premium cost of the H.M.O. Plan with the remaining percentage (i.e., eighty percent (80%)) to be contributed by the District, employees shall contribute thirty percent (30%) of the total premium cost of the P.O.S. Plan with the remaining percentage (i.e., seventy percent (70%)) to be contributed by the District, and employees shall contribute thirty-five percent (35%) of the total premium cost of the P.P.O. Plan with the remaining percentage (i.e., sixty-five percent (65%)) to be contributed by the District.

8. Life Insurance

The Committee will pay for paraprofessionals whose duties regularly require no less than 20 hours per week 85% of the cost of a \$10,000 term group life insurance policy.

The Committee will pay for all paraprofessionals working less than 20 hours per week and employed as of January 1, 1985, 85% of the cost of a \$10,000 term group life insurance policy.

9. Holiday Pay

- a. All paraprofessionals will be granted paid holidays for Veterans Day, Thanksgiving, Christmas, Presidents Day, Labor Day and Memorial Day. Said holiday pay will be at their regular daily rate of pay and be in addition to their regular wages. Effective for FY24, all paraprofessionals will receive two (2) days after Christmas as paid holidays during the holiday vacation.
- b. In addition to the above, paraprofessionals who have completed three (3) years consecutive service in the district will be granted a paid holiday for New Year's Day, Martin Luther King's Day and Thanksgiving Friday.

- c. Holiday pay will be at the paraprofessional regular daily rate of pay and be in addition to their regular wages.
10. School Delay Days

On days when school opening at any or all schools is delayed, paraprofessionals will be paid their regular daily rate of pay. On days when school closing at any or all schools is early due to weather or similar emergency situation, paraprofessionals will be paid their regular rate of pay.
 11. Any employee hired on or after July 1, 2011 will be required to receive his/her compensation through direct deposit.
 12. Paraprofessionals who are regularly required to perform specific duties as provided in a student's I.E.P., will receive an additional 5% increase in their hourly wage. Those specific duties are diapering, lifting to assist a student in and out of wheelchair, feeding where specialized training is required to prevent choking because of a swallowing disability, and such other extraordinary duties as may be identified by the Superintendent or his/her designee. In the case of dispute, the Superintendent's determination shall be binding and not subject to the Grievance and Arbitration provisions.
 13. The Superintendent and the Director of Special Services will review whether other bargaining unit members should also receive the 5% increase.
 14. Learning center Paraprofessional

In the event that a bargaining unit member is assigned specifically to the learning center and said member is required to work with students without the assistance of a Unit A bargaining unit member, then said bargaining unit member will receive the member's usual hourly rate, plus the rates referenced in Article 18 – Paraprofessional as Substitute.
 15. The Superintendent has discretion to credit years of relevant experience in the initial step placement of newly hired bargaining unit members on the salary schedule.

ARTICLE 4 – WORK YEAR AND CONDITIONS OF EMPLOYMENT

- A. Discipline, Discharge and Suspension - The District shall have the right to discipline, discharge, or suspend employees for just cause. An employee who is suspended or discharged may within 10 days of the District's decision submit the same to arbitration, subject to the provisions of Article 7 hereof, provided however, the arbitrator shall consider and decide only the issue of the existence or non-existence of "just cause", which issue is not to embrace the severity of the discipline, discharge or suspension in light of the offending acts or omissions of the employee. In the case of such discharge or suspension, the employee shall be informed immediately, in writing, of the reasons for such action. If the employee feels that the action is not justified, the employee shall have the right to process a grievance through the grievance procedure.

The provisions of this section do not apply to paraprofessionals who have been employed by the District for less than ninety (90) working days, and said paraprofessionals are deemed at-will employees.

- B. Effective upon ratification of the 2012-2015 Agreement, the work day of Certified Occupational Therapist Assistants, Educational Interpreters, and Speech Language Pathology Assistants shall be increased by one-half (1/2) hour.
- C. Safety Protocols. The District will provide said protocols to the Association President, and will consult with the Association regarding the protocols. The parties will meet twice per year to review and discuss the safety protocols.
- D. Early Release Days. The School Committee may add full or half day release days to the school calendar to occur during the school year. All bargaining unit members are required to attend training days on said days, and will be compensated for the hours that they are at work on early release days. On these days, the District will provide training relevant to paraprofessionals' work, with safety being an aspect of said training. The District shall seek input and review paraprofessional development plans with the Association twice per year.
- E. Work Year. Full-time Paraprofessionals shall work a minimum of one hundred eight-two (182) days.

ARTICLE 5 - MANAGEMENT RIGHTS

All of the authority, rights and responsibilities possessed by the District are retained by it except as expressly limited by the terms of this Agreement.

ARTICLE 6 - ASSOCIATION BENEFITS

- A. Wage Deductions
 - 1. The Committee agrees to deduct from the wages of its paraprofessionals dues for the District Teachers' Association as said paraprofessionals individually and voluntarily authorize the committee to deduct, and to transmit the moneys promptly to such Association. Paraprofessional authorizations will be in writing and will be submitted in a manner and on forms prescribed by the Superintendent of Schools.
 - 2. Deductions referred to in Paragraph 1 above will be made at intervals and in a manner to be established by the Superintendent of Schools. The Committee will not be required to honor for any month's deductions any authorizations that are delivered to it later than fifteen (15) days prior to the distribution of the payroll from which the deductions are to be made.
 - 3. Any paraprofessional desiring to have the Committee discontinue deductions previously authorized must notify the Committee in writing sixty (60) days before the first payday for that school year's dues.
 - 4. The Committee agrees to deduct from the salaries of its employees such sums as shall be authorized by the employees, upon forms satisfactory to the Committee, for United Way donations, group insurance payments, credit union payments, and group pension plans and Individual Retirement Accounts.

- B. There will be no reprisals of any kind taken against any paraprofessional by reason of membership in the Association or participation in its lawful activities, or non-membership or non-participation in its activities.
- C. The Committee will provide the Association with copies of minutes of official meetings as soon as possible after approval of said minutes by the Committee. A copy of the official agenda of each regular committee meeting is available in the superintendent's office prior to each meeting.
- D. The names of new staff members who are included in the Paraprofessionals' Unit will be furnished by the Committee to the Association as soon as practicable after hiring. Names of new paraprofessionals hired during July and August will be furnished to the Association no later than September 15.
- E. Paraprofessionals will have the same rights to use the school facilities as a teacher with prior approval of the principal.
- F. The Committee agrees to abide by the provisions of the Act Relative to Collective Bargaining Dues.

ARTICLE 7 - GRIEVANCE PROCEDURE

- A. A "grievance" is a dispute concerning the interpretation or application of this agreement or any amendment or supplement thereto.
- B. All time limits herein shall consist of calendar days exclusive of legal holidays, Saturdays and Sundays. The time limits indicated hereunder shall be considered maximum unless extended by mutual agreement in writing.
- C. Step One. A unit member desiring to present a grievance shall, within thirty (30) days immediately after the day of the occurrence of those acts or omissions upon which the grievance is premised, present the grievance in writing to his/her immediate supervisor. Within five (5) calendar days after the day of submission of the grievance, the immediate supervisor shall give to the Grievant and the Association a decision in writing.
- D. Step Two. If the grievance is not settled at Step One, the Grievant may within five (5) calendar days after delivery of Principal's written reply at Step One present the grievance in writing to the Superintendent of Schools. A meeting between the grievant and the Superintendent or his designee shall be arranged at a mutually agreeable time for the purpose of resolving the grievance within ten (10) calendar days after the presentation of a grievance at Step Two. If a date for a meeting within such ten (10) calendar days is not agreed to, the parties may agree to a date thereafter, provided always the failure to meet within said ten (10) day period will, unless another date is agreed upon, give each party the right to proceed to Step Three. Six (6) calendar days after the meeting the Superintendent will give the Grievant and the Association a written reply.
- E. Step Three. If the grievance is not settled at Step Two, the Grievant may, within six (6) calendar days after delivery of Superintendent's written reply at Step Two, present the grievance in writing to the Committee. A meeting between the Grievant and the Committee shall be arranged at a mutually agreeable time for the purpose of resolving the grievance at the next regularly scheduled Committee meeting or such other date as the parties may agree

to, provided always that the failure to meet within thirty (30) days will give either party the right to proceed to Step Four. Seven (7) calendar days after the meeting the Committee will give the Grievant and the Association a written reply.

- F. Step Four. If the grievance is not settled at Step Three, the Grievant may within thirty (30) calendar days after the Committee's decision at Step Three, present the grievance in writing to arbitration provided that Association shall contemporaneously with the submission to arbitration advise Committee, in writing, that the Association is of the opinion that the grievance is meritorious.
- G. The following general provisions shall pertain to arbitration:
1. Within ten (10) days after written notice has been given to the Committee that a grievance is to be submitted to arbitration in accordance with the provisions herein above set forth, the Committee and the Association will request of the American Arbitration Association or the Commonwealth of Massachusetts Bureau of Arbitration and Conciliation a list of five (5) potential arbitrators, none of whom shall have been primarily engaged during the immediately preceding five (5) years in activities directly related to the academic community in the capacity of unit member, administrator or public official, or be a lawyer residing within Berkshire County, whereupon each of the parties shall alternately strike two names from the list of such arbitrators until but one name remains upon the list. The said remaining name shall be designated as the arbitrator. Parties shall be bound by the rules and procedures of the representative arbitration association unless contrary to express provisions herein set forth.
 2. The cost of the services of the arbitrator, including per diem expenses, if any, and actual necessary travel and subsistence expenses, shall be borne equally by the Committee and the Association.
 3. The arbitrator will confer with representatives of the Committee and the Association and hold hearings and will issue his/her decision as soon as possible. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on issues submitted. The decision of the arbitrator, other than the arbitrability of the issues involved, shall be final and binding upon the parties except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this agreement, or which recommends a right or relief for any period of time prior to the effective date of this agreement, or which modifies or abridges the rights and prerogatives of the Committee as set forth in this agreement.
 4. It is recognized that members of the Association may have to testify in order to properly process a grievance under Step Four and so any member as well as the grievant shall be excused from his or her regular duties. Such excused absence shall be without loss of pay if such member of the Association notifies the administration seven (7) days in advance of the date for commencement of the hearing.
- H. 1. A paraprofessional may pursue a grievance through Step Three and have such grievance heard without intervention by the exclusive representative of the employee organization representing said paraprofessional, provided that the exclusive representative is afforded the opportunity to be present at all proceedings and that any adjustment made shall not be inconsistent with the terms of this agreement and provided the Association may represent the paraprofessional, at any step if the paraprofessional so requests. However, subject to the foregoing, the Association has

the right to participate in the processing of a grievance at any step in accordance with the terms hereof and both Committee and Association agree that only those individuals directly involved in the presentation or resolution of a grievance shall be permitted to be in attendance at conferences and hearings.

2. The Committee and the administration will cooperate with the Association in the investigation of any grievance by making available to the Association all recorded information in the possession of the Committee which is available to the public for inspection, to the extent so requested by the Association.
3. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
4. The submission of any grievance to arbitration shall constitute a waiver of all other rights and remedies which the said Grievant or Association may have with respect to the matter submitted to said arbitration unless the Court shall determine that the matter submitted was not arbitrable.
5. No reprisals will be taken by the Committee or the school administration against any paraprofessional participating in the presentation of a grievance in accordance with the provisions of this agreement because of such participation.
6. If a grievance affects a group or class of paraprofessionals, the Association as well as the paraprofessional may submit such a grievance at Level Two within forty (40) days immediately after the first day of the occurrence of those acts or omissions upon which the grievance is premised.
7. The President of the Association and his/her designee shall have the right to participate in the investigation and processing of a grievance through Step Four. If it is necessary that such investigation or processing occur during a regular work day of the said President and his/her designee, they shall be released from their regular duties for such purpose without loss of pay.
8. The parties retain their respective rights under Chapter 150C of the General Laws of the Commonwealth of Massachusetts.
9. A paraprofessional having a grievable matter is encouraged to seek an informal resolution prior to filing a grievance. Such efforts shall not extend the time within which to file a grievance but such time limit may be extended by mutual agreement in writing.
10. The Association, but not a paraprofessional, may request the Committee to require the attendance at a grievance or arbitration hearing of those Administrators who have information pertinent to the grievance. The Committee shall direct such Administrator to so attend if a request for the Administrator's attendance is received by the Superintendent at least two (2) days before the date of the grievance or arbitration hearing.

Paraprofessionals having information pertinent to a grievance shall attend grievance and arbitration hearings at the request of the Association or Committee.

ARTICLE 8 - PROFESSIONAL IMPROVEMENT

A. The Committee shall conduct or cause to be conducted at least one inservice type conference, seminar, lecture, workshop or similar program as well as safety and/or restraint training (hereinafter referred to as "Inservice Program") when schools are not in session for the purpose of engendering and fostering improvement in the work skills of paraprofessionals. If possible, the training should be based upon objective data of the overall needs of paraprofessionals determined by review of performance evaluations. To the extent that the yearly school calendar allows, this (or these) days shall coincide with the teachers' in-service days scheduled before the regular start of the school year. The Committee's cost of such inservice programs, including fees, tuition and books, shall be borne by the Committee. A Committee of at least three paraprofessionals will work with the Assistant Superintendent in order to plan for this inservice day.

B. Paraprofessional attendance at the in-service program, and all other in-service days shall be mandatory for full-time paraprofessionals. Part-time paraprofessionals are not required to be in attendance. Paraprofessionals shall be paid their hourly rate of pay for time in attendance. No paid leave, such as sick leave, personal leave, or any other paid leave found under Article 3 will be granted for non-attendance.

There shall be two (2) paid in-service days or conference days during the school year. As specified in "A" above, these two days will coincide with the two regularly scheduled teacher in-service days that are held prior to the start of the school year. Any additional professional development workshops, activities, conferences, or courses shall be at the discretion of the principal or immediate supervisor.

C. Professional Training Points (PTPs) may be applied toward an incentive as shown in Article 3. When a paraprofessional qualifies for a PTP increment between September 15 and March 1, the effective date of the movement shall be March 1. When a paraprofessional qualifies for a PTP increment between March 1 and September 15, the effective date of the movement shall be September 1. PTPs to be applied toward the incentive must be approved by the Superintendent, or his designee, prior to starting work toward the PTPs. See attachment A. *Paraprofessional Preliminary Approval of Professional Training Points*. The incentive is only available to paraprofessionals in accordance with Article 3.

D. During the term of this agreement, a unit member shall be allowed up to two (2) college or community college courses per fiscal year, at the District's expense with prior approval from the Superintendent. Approval of courses is at the sole discretion of the Superintendent and his/her decision shall not be subject to the provisions of Article 7 (i.e., grievance and/or arbitration). The District agrees to reimburse a unit member up to \$700 per course, so long as the member receives a minimum of B minus or Pass in courses offered on a "Pass/Fail" basis in said course, for tuition, fees and books. A unit member shall submit a written request for reimbursement with evidence of payment, along with official evidence of grade (transcript), to the District within the fiscal year in which the course reimbursement will be made. Reimbursement shall be paid in the order the taking of a course was approved by the Superintendent, up to an aggregate maximum for all unit members of \$7,500 per fiscal year and the remainder, if any, shall not be reimbursed.

E. Paraprofessionals may voluntarily attend up to one (1) hour after-school meetings with pay, with prior written approval from an Administrator.

ARTICLE 9 – SICK LEAVE DONATIONS

- A. Policy – It shall be the policy of the Central Berkshire Regional School Committee to establish a Sick Leave Bank, the purpose of which shall be to enable the members of the bargaining unit to voluntarily contribute a portion of their sick leave accumulation for use by a bargaining unit member whose sick leave is exhausted through prolonged and/or catastrophic illness or injury, and who have no remaining unused sick leave, and/or personal leave time in their personal account.
- B. Eligibility - Eligibility for membership in the Sick Leave Bank is gained by agreement by an applicant to contribute one earned sick leave day to the bank. This agreement must be in written form. Application for membership is through the Superintendent or Assistant Superintendent. Application for membership to the Sick Leave Bank must be made during the month of September. A new hire may complete an application for Sick Leave Bank membership within thirty (30) days of his/her starting date. New Sick Leave Bank members may not have entitlement to Sick Leave Bank benefits until twelve (12) calendar months after his/her initial donation to the bank. Members of the Sick Leave Bank will contribute one (1) day upon application for membership.
- C. Sick Leave Bank Committee - The Sick Leave Bank Committee shall consist of two (2) members appointed by the Chairperson of the School Committee, and two (2) members appointed by the bargaining unit chairperson. The Sick Leave Bank Committee shall govern all phases of the Sick Leave Bank, including the option to accept or reject applications for sick leave.
- D. Grant of Sick Leave Bank Benefit - A grant of sick leave from the Sick Leave Bank shall be made by majority vote of those Sick Leave Bank Committee members present and voting, but no meeting shall be held and no vote shall be taken, unless a quorum is present. The quorum for meetings of the Sick Leave Bank Committee is three members present. The Sick Leave Bank Committee shall consider the following factors when determining the eligibility of an employee to draw days from the Sick Leave Bank, and in determining the amount of leave to be granted:
- i. Written medical evidence (i.e., medical doctor's note) submitted by the employee indicating the inability of the employee to perform his/her duties. The medical evidence must include the specific nature of the illness and/or injury, and the date the employee may be expected to return to work;
 - ii. The employee's prior utilization of his/her sick leave and personal leave time;
 - iii. The employee's prior requests for and/or use of Sick Leave Bank time; and
 - iv. Any other relevant information it deems necessary in making its determination.

In the event the Sick Leave Bank Committee denies a written request, the applicant may request an appeal meeting to reconsider said determination in writing within ten (10) work days of receipt of the denial. The applicant has the right to attend the appeal meeting, and present additional information. A majority vote of the Sick Leave Bank Committee is necessary to reverse its prior determination (Note: a tie vote results in a denial). The decision of the Sick Leave Bank Committee shall be final and binding and not subject to the grievance procedure and/or arbitration. The Sick Leave Bank Committee may not provide grants of sick leave from the Sick Leave Bank totaling more than thirty (30) days per employee in any given contract year. Payments from the Sick Leave Bank are made

on a work day basis. Sick leave bank days are only available for a bargaining unit member's own prolonged and/or catastrophic illness or injury.

- E. Review of Long-Term Cases - A review of long-term cases will be in order at any time if the Sick Leave Bank Committee suspects abuse of sick leave. In such case, an attending physician's statement must be forwarded to the Sick Leave Bank Committee by the attending physician.
- F. Application for Sick Leave Bank Benefit - Participants must exhaust all accrued sick leave and/or personal leave time before drawing from the Sick Leave Bank. Application to the Sick Leave Bank Committee cannot be made more than fifteen (15) work days prior to the expiration of accrued sick leave and/or personal leave time. All applications must include certification by a physician.
- G. Maximum Sick Leave Bank Accumulation - The maximum accumulation of days in the Sick Leave Bank shall not exceed one hundred and fifty (150) days.
- H. Replenishment of Bank - The Sick Leave Bank will be considered depleted if its number of days on deposit goes down to thirty (30) days. In this event, each member of the Sick Leave Bank shall be assessed at least one, but not more than two days of their personal entitlement of sick leave, and such assessed days of personal sick leave shall be added to the Sick Leave Bank. Such assessment shall be by vote of the Sick Leave Bank Committee, but the Sick Leave Bank Committee cannot assess more than two (2) days of personal sick leave per member of the Sick Leave Bank in any one school year. Each employee will be provided a form indicating that the applicable number of sick days will be deducted on a date certain, unless said employee signs and returns the form prior to the date certain indicating that they no longer wish to be a member of the Sick Leave Bank.
- I. Carry-Over - Any unused sick leave remaining in the Sick Leave Bank at the end of any school year shall be automatically carried over to the next school year.

ARTICLE 10 - RETIREMENT

- A. Effective July 1, 2017 upon retirement or death of the employee, accumulated sick leave up to sixty (60) days shall be paid in a lump sum to the employee, in the case of death, to his/her spouse or beneficiary; such sick leave shall be computed at his/her most recent daily rate of compensation at the time of retirement or death.
- B. Upon resignation, for other than cause, after 15 consecutive years of employment, an employee shall be paid a lump sum determined by multiplying the number of such employee's accumulated sick days as of the last day of employment to a maximum of 25 days by such employee's most recent regular per diem rate of pay.

ARTICLE 11 - JURY DUTY

The parties to this Agreement agree to incorporate Chapter 234A of the General Laws of Massachusetts as it relates to payment of employees who serve as a grand or traverse juror in a federal court or in the courts of the Commonwealth.

Any employee who is excused from jury duty prior to 10:00 a.m. on a work day shall report back to work.

Employees selected for jury duty shall seek to cause the court to postpone such service to such time as school is not in session.

ARTICLE 12 - GENERAL

- A. Copies of this Agreement will be printed at the Committee expense and a copy given to each paraprofessional in the employ of the Central Berkshire Regional School District. If the Association and Association members desire additional copies, the Committee or its designee will furnish same at printer's cost for each copy. Copies of this Agreement shall be printed in such format as the Committee shall determine.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- C. The Association agrees that it will not engage in, cause, instigate, encourage or condone a strike or slowdown or job action.

ARTICLE 13 - DURATION

This Agreement shall remain in full force and effect from July 1, 2022, until June 30, 2025.

ARTICLE 14 – ASSIGNMENTS, TRANSFERS, AND VACANCIES

- A. Assignment.

“Assignment”. An “Assignment” is the directive of Superintendent prior to the beginning of a school year which indicates (a) the school building(s) the employee is to perform his/her duties, and (b) the type/category of position within the bargaining unit the employee will be assigned.

The District will notify all members of the paraprofessional unit as soon as is feasible of their job assignments for each school year, but no later than fifteen (15) days prior to the start of the school year. District retains the right to change such assignment between delivery of the "assignment" and the commencement of the school year to which it pertains.

District may change a paraprofessional's "assignment" after the commencement of the school year to which it pertains at any time. Whenever the District contemplates a change of a paraprofessional's "assignment" after the commencement of the school year to which it

pertains without the consent of such paraprofessional, the provisions of paragraph B of this article shall apply.

B. Involuntary Transfer or Change of Assignment.

“Involuntary Transfer”. An “Involuntary Transfer” is a directive of the Superintendent during the course of the school year which requires a bargaining unit member to either (a) work within a different school building than the employee was assigned at the beginning of the school year, or (b) work in a substantially different assignment within the same school building than was assigned at the beginning of the school year.

“Change in Assignment”. A “Change in Assignment” is a directive of the Superintendent during the course of the school year which requires the employee to begin a substantially similar assignment within the same school building as was assigned at the beginning of the school year.

Paraprofessionals being subject to an Involuntary Transfer or being placed in a New Assignment shall be notified as far in advance of the effective date as practicable. Whenever a bargaining unit member is involuntarily transferred or receives a change in assignment, the paraprofessional may within five (5) days after receipt of the Involuntary Transfer or Change in Assignment request in writing a conference to discuss such Involuntary Transfer or Change in Assignment. The Superintendent or his /her designee shall meet with the paraprofessional to discuss the transfer or change in assignment within five (5) school days of receipt of such request. Compliance with the procedural provisions of this paragraph, but not the substantive decisions hereunder made, shall be subject to the grievance procedure.

C. Voluntary Transfer or Voluntary Change of Assignment.

Whenever a paraprofessional wishes a transfer or change in assignment (involving a transfer or assignment to an "open position"), he or she shall make application therefor. If the grant of the applied for transfer or change of assignment shall, either directly or indirectly, cause the transfer or change of assignment of a paraprofessional other than the applicant, the Superintendent shall advise the applicant paraprofessional of his/her decision within ten (10) days. The decision of the Superintendent to grant or deny an application for transfer or change of assignment made under this paragraph shall not be subject to the grievance procedure of this Agreement.

D. Vacancy.

Whenever the District intends to fill any vacancy in a position covered by this agreement, the District shall post in a conspicuous place in each school building and/or on the school website a notice which briefly describes the position available, the date of posting and where to apply for the same. The District shall not fill such position until five (5) calendar days (exclusive of Saturday and Sunday) after the date the position was posted, provided always that the Principal or Superintendent may in the case of an emergency make a temporary appointment. Preference will be given to District paraprofessionals whose regular work schedule is for twenty (20) or more hours per week provided that in the opinion of the Superintendent they (1) are qualified and compliment the instructional needs of the district, (2) will not affect the instruction of any student or the affairs of the District, and (3) will not increase the District's costs. Compliance with the procedural provisions of this paragraph (not the substantive decisions hereunder made) shall be subject to the grievance procedure of this Agreement.

ARTICLE 15 - ANNUAL EVALUATION

The Association accepts the current annual evaluation form. All evaluations are to be completed by May 1st. (See attachment B.)

Paraprofessionals shall receive a copy of any evaluation statement of their work performance or conduct which is placed in their permanent personnel folder. Paraprofessionals shall be given an opportunity to answer any such evaluation statement placed in their folder, and their written answer shall be attached to the evaluation statement in the folder and signed by the paraprofessional.

ARTICLE 16 - CONTRACTING OF WORK

No provision herein before or hereinafter set forth shall preclude the District from having work of a paraprofessional nature done in whole or in part by employees who are not members of this unit, even though the same may result in discharge of employees within the unit or diminution of wages of an employee within the unit.

ARTICLE 17 - REDUCTION IN FORCE

17.1 The District shall meet with the Association at the earliest possible opportunity to discuss any proposed reduction in force and the parties shall make a good faith effort to prevent any reduction in force from occurring, as well as any means to minimize any potential impact of a reduction.

Employees shall be laid off in the inverse order of seniority, unless in the opinion of the District a review of the background, skill, and experience of the employees together with the immediate and anticipated needs of the District and other factors provide a good and sufficient reason for the layoff of an employee other than the one(s) with the least amount of seniority. Probationary employees will be terminated first.

17.2 Recall of paraprofessionals shall be in the inverse order of their layoff. Any paraprofessional who is laid off will, if recalled, be entitled to all the benefits to which he/she was entitled prior to layoff, including, but not limited to, unused accumulated sick leave, seniority and position of the salary schedule. To the extent possible, said offer shall contain the same number of hours and/or similar responsibilities as the unit member's former position. *Such offer shall not be subject to Article 7.* Paraprofessionals who are laid off shall be entitled to recall rights of twice their length of service to a maximum of two (2) years.

17.3 Paraprofessionals, upon receipt of notification of being laid off, shall notify in writing the Superintendent of their intentions regarding recall. In stating their intentions to be recalled, they should include an expeditious means of contact, especially in the summer months. Positions that may from time to time be created will be offered to paraprofessionals in the order as mentioned in 17.2 above. Paraprofessional(s) will be contacted *by registered letter* and/or telephone information using the information as outlined in the paraprofessional's letter of intention. If the paraprofessional does not accept the offered paraprofessional position within *five (5) business days* of the date of written notice, such paraprofessional's employment shall terminate on the date set forth in such notice and he/she shall forfeit recall rights as provided herein.

- 17.4 In the event that a Title I position is to be filled by recall, the Superintendent will be mandated to offer the position to the first paraprofessional that carries a "Highly Qualified" status. In the event that the first paraprofessional on the recall list is not "Highly Qualified", the Superintendent will continue down the list until such time that a paraprofessional of "Highly Qualified" status is reached. At this point, provisions of 16.3 above will apply; as such, in the event that the paraprofessional refuses the Title I position, such paraprofessional's employment shall terminate on the date set forth in such notice and he/she shall forfeit recall rights as provided herein.

ARTICLE 18 - PARAPROFESSIONAL AS SUBSTITUTE

When a bargaining unit member is asked by an Administrator to cover for an absent teacher the bargaining unit member shall be paid, in addition to his/her regular rate of pay, an additional twenty dollars (\$20) for coverage up to three hours, thirty-five dollars (\$35.00) for coverage exceeding three (3) hours but less than a full day, and forty-five dollars (\$45.00) for an entire day of coverage. For increments of the lesser of one hour or a class period, granting of the additional fifteen dollars (\$15.00) shall be at the discretion of Administration.

ARTICLE 19 - ALTERATION OR AMENDMENT OF AGREEMENT

- A. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the undertakings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Committee and the Association for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not referred to specifically or not covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this agreement.
- B. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms, conditions, undertakings, or covenants contained herein shall be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto.
- C. If either of the parties hereto shall during the life of this agreement desire to make any proposal with respect to the modification or alteration of this agreement or with respect to any matter not expressly covered by this agreement, the said party may submit such proposal, in writing, to the other party and request a meeting and said meeting shall not be unreasonably denied.

ARTICLE 20 – NON-DISCRIMINATION

It is the policy of the District to abide by the letter and spirit of the laws of the Commonwealth and of the United States that guarantee the equal and unbiased treatment of all employees of the District. The General Laws cited in the policies generally require that no person be discriminated against in employment practices including, but not limited to, hiring, promotion, transfer, discharge, pay, fringe benefits, or access to educational programs and services on the basis of race, color, sex, religion,

national origin, pregnancy, pregnancy related condition, age, handicap, gender identity, or sexual orientation.

ARTICLE 21 – STATUTORY LEAVES

The District agrees to abide by the provisions of the Family and Medical Leave Act, Massachusetts Parental Leave Act, Domestic Violence Leave Act, and the Small Necessities Leave Act. The provisions of these laws are posted in each building.

ARTICLE 22 – SUMMER EMPLOYMENT

- A. Members of the bargaining unit may be employed by the Committee during the period commencing not sooner than the day after the end of the students' instructional year and ending not later than the day before paraprofessionals are scheduled to return for work in the next school year. Such period shall be known as "summer employment."
- B. Summer employment shall be for the purpose of assisting in the provision of education programming and services during the summer to District and other students.
- C. The decision of whether the District will provide programming to students that would offer summer employment shall be made solely and exclusively by the District.
- D. The decision of whom to employ in assisting in the provision of education programming and services during the summer employment period shall be made solely and exclusively by the District.
- E. The dates, hours, work locations, and student and/or programmatic assignments of bargaining unit employees' summer employment shall be determined solely and exclusively by the District.
- F. No term or condition of employment as set forth in this collective bargaining agreement shall be applicable to summer employment of bargaining unit members, except as may be expressly bargained, reduced to writing, and duly agreed upon by the Association and Committee.
- G. The hourly rate of compensation for paraprofessionals working in the summer shall be eighteen dollars (\$18.00) per hour.
- H. The hourly rate for educational interpreters, speech language pathology assistants, certified occupational therapy assistants, and/or behavioral specialists working in the summer employment period shall be the same as the rate they receive during the school year immediately prior to the summer employment period.

ARTICLE 23 – HEALTH AND SAFETY

The School Committee recognizes its responsibility to provide a safe and healthful workplace free from hazards or conditions which cause, or which are likely to cause accident, injury, or illness to the staff.

To this end, the School Committee agrees that it will take appropriate action to inform the Association and all affected teachers of hazards or conditions of which it is aware, which cause or which are likely to cause accident, injury, or illness, and that it will make a good faith effort to correct such hazards or conditions.

The parties further agree that no member of the bargaining unit will be subject to restraint, interference, coercion, discrimination or reprisal for filing a report or requesting amelioration of an unsafe or unhealthy working condition.

This Article shall sunset (i.e., be automatically removed from the Agreement) effective August 30, 2022, unless the parties agree as part of the successor Agreement to include said provision.

SIGNATURES

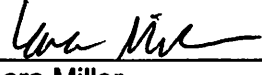
This Agreement entered into this 3 day of May, 2023.

FOR THE DISTRICT

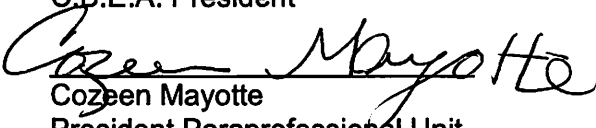


Richard Peters
Chair School Committee

FOR THE ASSOCIATION



Lara Miller
C.B.E.A. President



Cozzen Mayotte
President Paraprofessional Unit

ATTACHMENT A
Paraprofessional Preliminary Approval Of Professional Training Points

Name of Paraprofessionals _____

School _____ Date _____

Approval is requested for _____
(Title of Program)

Instructor _____ Sponsored by _____

Number of PTPs _____

Time of Meeting _____ Place of Meeting _____

Dates (Inclusive) _____ to _____

Please describe what benefits you could expect from taking this course and how it would aid you in your present job.

Preliminary approval is hereby granted. It is the responsibility of the paraprofessional to present a certificate of completion within 30 day of issuance from the sponsoring accredited institution to the Office of the Assistant Superintendent. Upon such presentation, PTPs will be recognized.

Assistant Superintendent _____ Date _____

PTP notification received _____ Taken _____

Number of PTPs granted _____

Preliminary approval of the Assistant Superintendent is required for PTPs to be applied to advancement on the salary schedule. Submit in duplicate: one copy for the paraprofessional and one copy for the central office files.

Central Berkshire Regional School District

Paraprofessional Performance Evaluation System

January 2015

REASON FOR THE PARAPROFESSIONAL PERFORMANCE EVALUATION OF STAFF

The evaluation system described below was developed through a collaborative process between the CBEA and the CBRSD administration with the intention of promoting growth and development of CBRSD paraprofessionals by providing:

- Clear, measurable expectations
- Opportunities to receive training in areas that will improve their effectiveness with students
- Opportunity for feedback from those people with whom each Paraprofessional/Facilitator works

A thorough and clear evaluation process not only ensures the highest quality instruction and school experience for all students, but it also enables each Paraprofessional to build upon an existing skill base, and to fully understand how to improve if and when that is needed.

COMPONENTS OF THE EVALUATION SYSTEM

RUBRIC

The following rubrics represent standards set by the District, and are designed to foster high quality instruction for each student. Each standard is divided into indicators.

The rubric does not necessarily apply to all paraprofessional positions. The rubric will be applied appropriately.

SELF-ASSESSMENT TOOL

The Self-Assessment Form enables paraprofessionals to evaluate and assess their own performance. The paraprofessional will complete a reflection of his or her own performance in each area of the rubric.

SUMMATIVE EVALUATION TOOL

Ultimately the purpose of this set of forms is to provide for a performance evaluation for each paraprofessional. This is achieved by the building principal, assistant principal or special education administrator through the completion of the Summative Evaluation Form. This evaluation will ultimately be entered into the employee's work record as the evaluation each year. The principal, assistant principal or the special education administrator will be the primary evaluator. The primary evaluator will utilize all available information to determine a performance rating for each paraprofessional. It will be the responsibility of the evaluator to seek out information relative to the paraprofessional's performance and to complete the evaluation form. If necessary, a conference will be held between the evaluator and the

paraprofessional to discuss the final outcome. This evaluation will become part of the paraprofessional's permanent personnel file.

EVALUATION RESPONSE FORM

The Evaluation Response Form provides the opportunity for the paraprofessional to respond to the Summative Evaluation. The use of the form is not mandatory.

THE EVALUATION CYCLE

The paraprofessional evaluation process includes: self-assessment and summative evaluation.

- By November 1: Paraprofessional completes and submits a completed self-assessment to his/her evaluator.
- By June 1: Summative Evaluation will be completed and shared with the paraprofessional.

Self-Assessment Form – Assessment of Professional Practice

Name/Title: _____

Primary Evaluator—Name/Administrative Title: _____

Assessment of Professional Practice

Citing the Central Berkshire Regional School District's performance rubric, briefly summarize areas of strength and high-priority areas for growth including your previous year's evaluation. Areas may target individual or multiple dimensions and/or indicators.

Summative Evaluation Report Form

Name/Title: _____

Primary Evaluator—Name/Administrative Title: _____

Rating on Each Dimension
Help to Provide Safe, Respectful, culturally Sensitive and Responsive Learning Communities: ___ Unsatisfactory ___ Needs Improvement ___ Proficient ___ Exemplary
Professionalism: ___ Unsatisfactory ___ Needs Improvement ___ Proficient ___ Exemplary
Instructional Implementation: ___ Unsatisfactory ___ Needs Improvement ___ Proficient ___ Exemplary



Summative Evaluation Report Form

Name/Title: _____

Overall Performance Rating
<p>___ Unsatisfactory ___ Needs Improvement ___ Proficient ___ Exemplary</p> <p><u>Rationale, evidence, and feedback for improvement:</u></p>
Plan Moving Forward

The educator shall have the opportunity to respond in writing to the summative evaluation on the Evaluation Response Form.

Signature of Evaluator _____ Date Completed: _____

Signature of Educator* _____ Date Received: _____

* Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Paraprofessionals/Facilitators have the opportunity to respond to this report in writing and may use the Evaluation Response Form.

Evaluation Response Form

Name/Title: _____

Primary Evaluator—Name/Administrative Title: _____

Response to Evaluation (Optional)

Attach additional pages as needed

Signature of Educator _____ Date _____

Signature of Evaluator _____ Date _____

Attachment(s) included

* Signature of the evaluator indicates acknowledgement of this response. It does not necessarily denote agreement with the contents of the response.

CENTRAL BERKSHIRE REGIONAL SCHOOL DISTRICT PERFORMANCE RUBRIC

Standard	Indicator	Unsatisfactory	Needs Improvement	Proficient	Exemplary
Help to Provide High Expectations in Safe, Respectful, Culturally Sensitive and Responsive Learning Communities	Assists students to develop Independence	Provides limited appropriate supports to students	Provides supports that are either too strong or too weak to encourage independence	Consistently provides necessary supports, and recognizes appropriate times to withdraw those supports to enable student independence	Demonstrates significant ability to foster independence - enables student to self-advocate and seek assistance only when needed
	Assists in supporting students to have central roles in holding self and others accountable for behavioral expectations	Provides little to no active supports to students in learning to be appropriately accountable	Holds self-accountable in a manner that is generally below acceptable standards	Demonstrates positive social interactions with colleagues, recognizes and promotes those behaviors in students' interactions with peers	Significantly and positively impacts the school culture by actively engaging in activities that promote self-accountability and social responsibility
	Demonstrates high expectations for self and others	Models behaviors that are inappropriate, or counter-productive, and/or focuses on the negative behavior of others	Generally models appropriate behaviors and activities to students and peers	Consistently models appropriate behaviors and activities to students and peers	Regularly supports students and peers in modeling appropriate and proactive behaviors and activities

CENTRAL BERKSHIRE REGIONAL SCHOOL DISTRICT PERFORMANCE RUBRIC

Standard	Indicator	Unsatisfactory	Needs Improvement	Proficient	Exemplary
Professionalism	Maintains Confidentiality	Requires constant direction on matters of confidentiality in terms of legal responsibility and/or information shared by colleagues and students	Demonstrates basic awareness of confidentiality laws and mandates, but may require on-going guidance and redirection on matters of information sharing	Demonstrates solid understanding of confidentiality, and consistently demonstrates good judgment with respect to the law and personal information	Demonstrates and can clearly communicate the responsibilities of staff to maintain confidentiality, and supports other staff in building their understanding
	Participates in individual, classroom, and school-wide activities within the school day that promote a positive school culture	Performance is consistently below the expected minimum standard for active participation in the work environment	Meets most assigned responsibilities at or near the expected timeframe.	Frequently engages in activities that encourage positive growth within the classroom and school	Actively participates in classroom and school wide activities that encourage growth and achievement within the school
	Demonstrates respect through language and behavior in all interactions with both colleagues and students	Communicates in ways that are not always sensitive to others' individuality, or may not encourage positive self esteem	Speaks and acts in a manner that is sometimes sensitive to others' individuality and encourages positive self-esteem but may require redirection	Demonstrates strong communication skills that are designed to increase positive and effective communication	Consistently demonstrates active listening and positive, respectful communication and appropriate debate with all colleagues and students
	Works with teacher to maintain a positive and engaging learning environment through consistency and organization	Demonstrates little or weak organizational skills which may have a negative impact on student performance	Utilizes work routines and practices in a manner that sometimes has a positive impact on student performance	Demonstrates a consistently positive attitude and work ethic to students, models behaviors that encourage active engagement in a classroom and recognizes those behaviors in students	Develops with teacher a learning environment that consistently and positively impacts student growth both academically and socially

CENTRAL BERKSHIRE REGIONAL SCHOOL DISTRICT PERFORMANCE RUBRIC

Standard	Indicator	Unsatisfactory	Needs Improvement	Proficient	Exemplary
Instructional Implementation	Assists teacher in developing and maintaining an engaging learning environment	Demonstrates little to no active role in promoting student engagement	Encourages students to take an active and independent role in classroom activities	Demonstrates an understanding of students needs in the learning environment and works with the teacher to develop effective routines	Significantly improves the learning environment through understanding of student needs, content and strong communication with classroom teachers
	Supports implementation of curriculum by guiding individual and/or small group learning activities	Demonstrates little to no participation in guiding individual and/or small group learning activities	Demonstrates directed use of prescribed materials with individual and/or small group learning activities	Demonstrates independent ability to guide individual and/or small group learning activities	Consistently demonstrates positive and engaging small group learning activities that significantly improve student growth
	Supports direct instruction to students	Maintains minimal student engagement, may lean on providing too much or too little support	Shows ability to assist students in maintaining engagement during classroom instruction	Works cooperatively with the classroom teacher during whole group instruction and encourages student engagement	Anticipates student needs and encourages engagement in a variety of ways suited to both the student and the context
	Assists classroom teacher to use and organize student notebooks, assessments, folders and portfolios to gather progress data	Demonstrates minimal organizational skills	Follows most established routines for accurately organizing student progress data	Actively participates in data gathering activities to promote student success	Significantly impacts the data gathering process and takes an active role in ensuring accurate data is maintained for use by data teams

ATTACHMENT C
WAGE SCHEDULES

FY23	Years	A	B	C	D
			+45 PTP's	+90 PTP's	+135 PTP's
1	0	15.48	16.26	16.75	16.97
2	1	15.97	16.75	17.26	17.49
3	2	16.12	16.91	17.44	17.69
4	5	16.35	17.19	17.70	17.97
5	8	17.19	18.04	18.60	18.87
6	11	17.70	18.60	19.14	19.55
7	14	18.24	19.14	19.72	20.02
8	17	18.69	19.62	20.23	20.52

FY24	Years	A	B	C	D
			+45 PTP's	+90 PTP's	+135 PTP's
1	0	15.94	16.75	17.25	17.48
2	1	16.45	17.25	17.78	18.01
3	2	16.60	17.42	17.96	18.22
4	5	16.84	17.71	18.23	18.51
5	8	17.71	18.58	19.16	19.44
6	11	18.23	19.16	19.71	20.14
7	14	18.79	19.71	20.31	20.62
8	17	19.25	20.21	20.84	21.14

FY25	Years	A	B	C	D
			+45 PTP's	+90 PTP's	+135 PTP's
1	0	16.42	17.25	17.77	18.00
2	1	16.94	17.77	18.31	18.55
3	2	17.10	17.94	18.50	18.77
4	5	17.35	18.24	18.78	19.07
5	8	18.24	19.14	19.73	20.02
6	11	18.78	19.73	20.30	20.74
7	14	19.35	20.30	20.92	21.24
8	17	19.83	20.82	21.47	21.77

HIGHLY QUALIFIED

		A	B	C	D	E
FY23	Years		+45	+90	+135	
			PTP's	PTP's	PTP's or	Bachelors
					Associates	
1	0	15.95	16.75	17.25	17.49	17.72
2	1	16.45	17.25	17.78	18.01	18.25
3	2	16.60	17.42	17.96	18.22	18.48
4	5	16.84	17.71	18.23	18.52	18.79
5	8	17.71	18.58	19.15	19.45	19.71
6	11	18.23	19.15	19.71	20.15	20.57
7	14	18.79	19.71	20.32	20.63	20.92
8	17	19.26	20.21	20.84	21.14	21.44

		A	B	C	D	E
FY24	Years		+45	+90	+135	
			PTP's	PTP's	PTP's or	Bachelors
					Associates	
1	0	16.43	17.25	17.77	18.01	18.25
2	1	16.94	17.77	18.31	18.55	18.80
3	2	17.10	17.94	18.50	18.77	19.03
4	5	17.35	18.24	18.78	19.08	19.35
5	8	18.24	19.14	19.72	20.03	20.30
6	11	18.78	19.72	20.30	20.75	21.19
7	14	19.35	20.30	20.93	21.25	21.55
8	17	19.84	20.82	21.47	21.77	22.08

		A	B	C	D	E
FY25	Years		+45	+90	+135	
			PTP's	PTP's	PTP's or	Bachelors
					Associates	
1	0	16.92	17.77	18.30	18.55	18.80
2	1	17.45	18.30	18.86	19.11	19.36
3	2	17.61	18.48	19.06	19.33	19.60
4	5	17.87	18.79	19.34	19.65	19.93
5	8	18.79	19.71	20.31	20.63	20.91
6	11	19.34	20.31	20.91	21.37	21.83
7	14	19.93	20.91	21.56	21.89	22.20
8	17	20.44	21.44	22.11	22.42	22.74

See Article 8 for application of PTPs. Only paraprofessionals with the service defined in the above tables are eligible for the higher rates shown.

COTA	FY23	FY24	FY25
1	28.80	29.66	30.55
2	29.51	30.40	31.31
3	30.20	31.11	32.04
4	30.93	31.86	32.82
5	31.85	32.81	33.79
6	32.74	33.72	34.73
7	33.56	34.57	35.61

RBT	Years	FY23	FY24	FY25
1	0	21.90	22.56	23.24
2	1	22.18	22.85	23.54
3	2	22.55	23.23	23.93
4	5	23.66	24.37	25.10
5	8	24.68	25.42	26.18
6	11	25.10	25.85	26.63
7	14	25.73	26.50	27.30