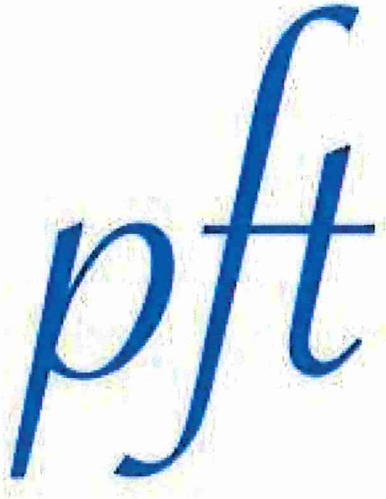




COLLECTIVE BARGAINING AGREEMENT

Unit C: Paraprofessionals & School-Related Personnel

2025-2029

An Agreement Between
Peabody School Committee
And
Peabody Federation of Teachers

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B. Salary Placement

1. **Placement:** Newly employed Paraprofessionals, who are employed in a position category providing for salary steps, shall be initially at the entrance level step for that position, except for those employees who have prior experience as a Paraprofessional in the area for which they are employed or who have passed the Para Pro Exam. Such employees shall be initially placed at the step commensurate with their experience and degree. The Associate Degree or Bachelor's Degree must be from an accredited program.
2. **Step Movement:** A Paraprofessional showing proof of becoming Highly Qualified or earning a degree from an accredited program beyond their present degree will be advanced to the appropriate placement on the salary scale.

C. **Holiday Pay:** All bargaining unit personnel shall receive a day's pay based upon said employees' regular number of hours worked each day for each of the following seven (8) holidays: Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day and Memorial Day.

D. **Pay for Additional Responsibilities:** In the event that, during a school day a Paraprofessional is required to work in a classroom with no teacher present, the following shall apply:

1. Paraprofessionals, who work in excess of sixty (60) minutes per day, in not less than twenty (20) minutes intervals, will be paid retroactively to the commencement of such work at the time and one half hourly rate. It is the intent of the School Committee not to utilize Paraprofessionals in such a manner as to defeat or circumvent the terms of this provision.
2. A Paraprofessional who is required to substitute for a teacher during a full teacher work day will be paid an additional sixty (\$60) dollars for such a whole work day.

E. Career Recognition Award

1. Paraprofessionals shall be granted an annual career recognition award, payable in December of each year, as follows:

Years of Service	20 Hours or More/Week	Less than 20 Hour/Week
5Years	\$600	\$400
10 Years	\$1,100	\$700
15 Years	\$1,600	\$1,000
20 Years	\$2,100	\$1,300
25 Years	\$2600	\$1,600

2. The Career Recognition Award shall be applicable to those employees for continuous years of service for the Peabody Public Schools.

2. Each year by the end of November, the Superintendent shall post on all bulletin boards a seniority list showing the date of hire of each employee. A challenge to placement on the list shall be deemed waived unless grieved within ten (10) working days from the date of posting.
3. An employee's seniority shall be deemed broken by termination of employment, failure to return to work within five (5) days after a leave of absence or an unauthorized leave of absence.
4. A layoff is defined as a reduction of Paraprofessionals in the course of a given school year. When an employee is to be laid off due to a reduction in the workforce during the school year, he/she shall be permitted to exercise his/her seniority rights to replace a paraprofessional with less seniority provided he/she is fully qualified to perform the work. Within this context full-time employees may replace part-time employees but part-time employees may not replace full-time employees. Employees shall retain the right to recall from layoff according to seniority for not more than two (2) years from date of layoff. No new employees in the bargaining unit shall be hired until all qualified employees with recall rights who are capable of performing the work have been recalled. Employees shall receive notification of a layoff on or before June 15th.

C. Evaluation of Paraprofessionals

1. The Committee reserves the right to evaluate the performance of Paraprofessionals for the purpose of making individual decisions on annual reappointment, for the purpose of determining whether the Paraprofessional program should be maintained, discontinued, modified or expanded, or for any other purpose.
2. The parties will use the evaluation tool attached as Appendix C. All current paraprofessionals in the Peabody school system will be evaluated only one (1) time per year in May/June. All new paraprofessional employees hired by the District will be evaluated two (2) times per year, December/January and May/June, through their first two (2) years of employment.
3. All new evaluations are to be in writing, and a copy is to be given to a paraprofessional. The evaluator shall meet with the paraprofessional to discuss the evaluation and to render constructive assistance. By signing the evaluation report, a paraprofessional is not necessarily agreeing to the content but rather is acknowledging receipt of a copy of the report. A written rebuttal by the paraprofessional may be attached to the evaluation.
4. A Paraprofessional not satisfied with the performance evaluation shall be granted an appointment to discuss the report with the Department Head or Principal. In no event shall the evaluation report be subject to the grievance and arbitration procedure except for employees with three (3) or more years of continuous service.

D. Paraprofessional Programming

1. Every effort will be made to notify the Paraprofessional within the first week of August as to the day the Paraprofessional is to return to school. The Committee shall endeavor to assign Paraprofessionals to tasks they are capable of performing, both non-instructional and instructional, to wit: the Paraprofessionals report to the Principal of the School. Their duties include working with the teachers in the classroom or reading machines and audiovisual equipment. They supervise recesses and lunch periods. They may do the teacher's attendance registers and correct books and work sheets. They may also do copying and perform other clerical functions.
2. Special educational Paraprofessionals are expected to perform all functions relating to special

Article V: Transfers, Assignments & Vacancies

A. Transfers and Reassignments

1. The Superintendent reserves the right to assign and transfer all Paraprofessionals to positions and building throughout the school year in a manner, which in his/her judgment is in the best interest of the Peabody School System.
2. The School District agrees to consider the seniority convenience and wishes of the individual Paraprofessionals in the determination of reassignments and transfers and agrees not to assign new Paraprofessional employees to a vacancy until all transfer requests have been considered. It is expressly agreed and understood that the School District agrees to post an initial vacancy and is under no obligation to post vacancies arising from the transfer of a bargaining unit employee to the initial vacancy. During the school year, all transfers of Special Education Paraprofessionals must be approved by the Superintendent.
3. When a reduction in the number of Paraprofessionals is necessary, qualified volunteers in the school will be considered first for transfer or reassignments. If one or more than one, employee becomes subject to involuntary transfer, the employee with the least system-wide seniority shall be subject to involuntary transfer or reassignment.
4. Any involuntary reassignment or transfer shall be made only after a meeting between the Paraprofessional involved and the Superintendent and/or his designee, at which time the Paraprofessional shall be notified of the reasons for the reassignment or transfer.

B. Vacancies

1. When a vacancy occurs in a Paraprofessional position and the School District intends to fill such a vacancy, the Administration shall advertise and post the position. All posting will be in each school and on the District website for a period of ten (10) days and consist of a notice of said vacancy showing salary, location and assignment. During the summer months, the Administration will provide a copy of any vacancy notice to the Chairperson of the Paraprofessionals.
2. A vacancy shall be filled by an applicant within the Peabody School system, if his/her qualifications and experience for the position are substantially equal to those of other applicants.
3. Where more than one Paraprofessional applies for a promotional position vacancy, and if other factors are relatively equal, then seniority shall be the determining factor.
4. Nothing in this Agreement shall prevent the School District from making acting appointments until the positions can be filled with a permanent appointment as provided in this Agreement.

Article VI: Leaves of Absence

A. Sick Leave

1. Employees shall be granted fourteen (14) days' sick leave with pay per year, cumulative to a maximum of one hundred (100) days. An employee is allowed to use a sick day for the illness of

placement of a foster child under the age of 18 in the home of the teacher, the employee will notify the Superintendent of the intent to use the option of unpaid leave for the remainder of the academic year.

2. Only days when school is regularly in session shall count towards the twelve (12) weeks of leave referenced in section 1.
3. An employee may elect, in place of Section 1, a fully unpaid leave, to terminate in the September immediately following the birth of a child, adoption of a child, or placement of a foster child under the age of 18 in the home of the teacher, the following September. Such an employee shall give notice to the Superintendent one month prior to the beginning of the unpaid leave. A written notice of intent to return in September must normally be given prior to July 1, but in no event later than July 31 of such calendar year.
4. Employees on probation shall be eligible for parental leave of absence. It is understood that the school year(s) in which parental leave of absence is used shall not be deemed to count toward the probationary period except as required by law or except as the School Committee may permit in its discretion.
5. Any employee suffering from medically certified disability and who is a member of the Sick Leave Bank is eligible for coverage under Article VI, Section D.

D. Cumulative Sick Leave Bank

1. Each paraprofessional who voluntarily chooses to participate in the sick leave bank will assign one day of his/her personal sick leave, except in the initial year of the sick bank in which case each paraprofessional will assign two days of his/her personal sick leave. Paraprofessionals must decide whether or not they wish to participate in the sick bank within 30 days following the first day of their third (3rd) consecutive year of employment or reemployment. Paraprofessionals wishing to participate in the sick bank must have a minimum of 21 days of accumulated personal sick leave upon joining the bank.
2. Upon the complete exhaustion of a member's accumulated sick leave, the member becomes eligible to draw upon the Sick Leave Bank. Each member will be entitled to draw a maximum of 60 days from the bank after meeting the above provisions.
3. Whenever the bank falls below 60 days, the Superintendent shall notify all members of the Bank in writing that those not wishing to remain in the bank must notify the Superintendent within fifteen (15) days of their intention to withdraw. Failure to notify of their intention to withdraw will constitute approval for the assignment of one additional day from personal sick leave to the Bank to continue membership.
4. If a Paraprofessional is drawing from the Bank at a time of a restocking of the Bank, that Paraprofessional will be entitled to continue to draw during that particular illness until he/ she attains the maximum or returns to employment.
5. Notwithstanding any of the above provisions, an individual member who has had a long-term illness therefore, shall continue membership on said Bank. The Superintendent shall verify long-term illness.

or their designee

J. Attendance Bonus Beginning with the 2026-2027 school year, employees who are absent from work, excluding personal days, three (3) or fewer days in a given school year shall receive one additional personal day the following school year.

Article VII: Supplemental Benefits

- A. Worker's Compensation:** Paraprofessionals employed by the Peabody School Committee shall be included under the provision of the Worker's Compensation Law.
- B. Pension:** The parties agree that all provisions of the Peabody Municipal Retirement Board shall be made a part of this Agreement.
- C. Tax Free Annuity:** Assistants shall be permitted to take advantage of the form of payroll deductions tax free annuities to the extent permitted by law, provided that there is no additional cost to the City.
- D. Health and Life Insurance:** Health Insurance Premiums, co-payments, deductions, and flexible spending accounts will be provided by the Public Employee Committee and the City of Peabody.
- E. Course Reimbursement:** The School District, through the Superintendent, shall continue its practice as to career course development whereby when a Paraprofessional is directed to attend a particular course or obtains the approval of the Superintendent to attend a workshop, seminar or conference, the District will assume the cost thereof.
- F. In-Service Training:** In-service course offerings provided by the Committee will be open to general staff on a space available basis as determined by the Superintendent.
- G. Travel Allowance:** All Paraprofessionals who are required to travel between schools in the course of their work day shall be paid for the time it takes to travel from one school to another and, in addition, shall be paid mileage at the IRS rate for travel in personal cars between such schools. This rate is to take effect at the beginning of the month subsequent to ratification and acceptance of the agreement by the parties.
- H. Hepatitis Immunization:** All Paraprofessionals may receive hepatitis shots in accordance with school policy.

Article VIII: Grievance Procedure & Arbitration

A. Definition

1. A "grievance" shall mean a complaint by an employee or the Federation that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement.
2. As used in this Article, the term "employee" shall mean either an individual employee or a group of employees having the same grievance.
3. The Federation may initiate and process grievances under the following procedure, acting in the place of the employee.

vi. The Principal of the school shall also receive a copy of any decision at this level.

3. Level 3: School Committee

- i. If the grievance is not resolved at Level 2, the aggrieved employee may appeal from the decision at Level 2 to the School Committee within ten (10) school days after the decision of the Superintendent of Schools has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal and the decision at Level 2.
- ii. The School Committee shall meet with the aggrieved Paraprofessional with a view to attaining mutual resolution of the complaint. The aggrieved employee, and the appropriate Federation representative shall be given at least two (2) school days notice of the conference and an opportunity to be heard.
- iii. Notice of the conference shall also be given to the Superintendent, Principal, or any other appropriate superior. The above-named parties may be present at the conference and state their views.
- iv. When the employee is not represented by the Federation at this level, the School Committee shall furnish the Federation with a copy of the appeal from Level 2, together with notice of the date of the conference. In such cases, the Federation may be present and state its views.
- v. The School Committee shall communicate its decisions in writing, together with supporting reasons, to the aggrieved employee and to any Federation representatives who participated at this level, within ten (10) school days after receiving the appeal.

4. Special Procedures for Grievances Relating to Salary & Leave Matters

- i. Any grievance based on a complaint dealing with salary computation or calculation based on absence shall be filed directly with the Superintendent of Schools. In such cases, the provisions of the general procedures relating to Level 1 shall apply to the presentation and adjustment of the grievance at the level of the Principal except that:
 - a. The grievance shall be filed within fifteen (15) school days following knowledge by the grievant of the act or condition which is the basis of the complaint, unless the grievant has a valid excuse for later filing.
 - b. The employee need not be present at the conference.
- ii. The provisions of the general procedures relating to Levels 2 and 3 shall apply to any appeal to the Superintendent of Schools or the School Committee from the decision of the Principal.

5. Time Limits: The time limits in this Article may be extended by mutual Agreement

C. Arbitration

Committee or its designated representative from meeting with any paraprofessional for the expression of the paraprofessional's views. In the area of collective bargaining, no changes or modifications shall be made except through consultation and negotiation with the Federation.

2. Nothing contained herein shall be construed to permit an organization other than the Federation to appear in an official capacity in the processing of a grievance.
3. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his immediate supervisor or processing a grievance on his own behalf in accordance with the Grievance Procedure heretofore set forth in Article X.

D. Freedom to Join: The Union maintains, and intends to exercise, all rights granted by the Massachusetts Freedom to Join Act (*An act relative to collective bargaining and dues*). In order to facilitate compliance with this statute, the Employer agrees to the following provisions:

1. **Regular Contact Information:** Upon request, the Employer shall provide the following contact information, separated by bargaining unit, to the Union in an Excel spreadsheet or another format mutually agreed upon by the Parties
2. **New Hire Contact Information:** The Employer shall notify the Union and the appropriate Union Building Representatives of any new hire within the bargaining unit within ten (10) calendar days of the new employee accepting an offer of employment. In the notice, the Employer shall include the new employee's contact information outlined in Section A of this provision.
3. **New School Year Orientation:** Prior to the start of the student school year, a district-wide Union meeting shall be scheduled as part of new hire orientation and/or professional development days. New hires shall attend the Union meeting for no less than sixty (60) minutes. Returning employees shall attend the Union meeting for no less than thirty (30) minutes.

E. Existing Laws & Regulations Preserved: The rights and benefits of persons provided herein are in addition to those provided by City, State or Federal Law, rule or regulation including without limitation all applicable tenure, pension or education laws and regulations.

F. Savings Clause

1. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.
2. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

G. Notices & Announcements

1. All official circulars pertaining to Paraprofessionals shall be posted on the school bulletin boards, and a copy furnished to the Federation representative in each building.
2. The President of the Federation and the Chairperson of Unit C shall be notified quarterly of any transfers, additions, or deletions to the Unit which have taken place.
3. The employer shall annually provide employees with instructions on how to subscribe to

Signatures

was reached by bargaining teams representing the Union and the Employer, and ratified by the membership and the School Committee.

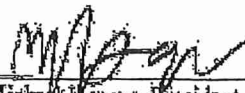
This Agreement is executed on the _____ day of July, 2026.

/ School Committee

Peabody Federation of Teachers
Local 1289, American Federation of Teachers,
AFL-CIO, Unit C

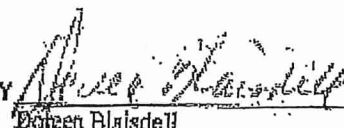


Lettencourt, Chairman
School Committee

BY 

Michael Hayes, President
Local 1289

Peabody Federation of Teachers

BY 

Doreen Blaisdell
Unit C Chair

2028/2029

Position		Hourly Rate
COTA/SLPA		\$37.57
PTA		\$38.60
SLTA		\$38.85
Brailist		\$33.96
CRS		\$31.39
RBT		\$32.93

Effective September 1, 2026 - \$1.00 increase across the board

Effective September 1, 2027 – 3% increase across the board

Effective September 1, 2028 - \$1.00 increase across the board

2025/2026

Years of Service	HQ/Associates	Bachelors
1-4	\$21.00	\$22.50
5-9	\$22.00	\$24.35
10-14	\$23.50	25.50
15+	\$24.00	\$26.00

Effective September 1, 2026 - \$1.00 increase

Effective September 1, 2027 – 3% increase across the board

Effective September 1, 2028 - \$1.00 increase

Due to the agreed upon change in structure of the wage scale, the parties agree that some members shall have their steps adjusted so that no member receives less than a \$1 raise in the first year (2025-2026) of the new CBA

Effective 2025/2026 (retroactive)

Years of Service	HQ/Associates	Bachelors
1-4	\$21.00	\$22.50
5-9	\$22.00	\$24.35
10-14	\$23.50	25.50
15+	\$24.00	\$26.00

Appendix B: Qualifications & PTP's

The Federal Government, under *No Child Left Behind* (NCLB), requires that all instructional paraprofessionals meet required qualifications by June 30, 2006. Highly Qualified Paraprofessionals must possess the following:

Associates Degree or Higher; OR
Completion of 48 credit hours at an institution of higher education; OR
Completion of one of the formal standardized tests: Parapro or Workkeys; OR
Completion of a formal Local Assessment Program of 360 Paraprofessional Training Points (PTP's) only for paraprofessionals hired on or before January 8, 2002. See below definition

A. Undergraduate Coursework offered through an Institution of Higher Education

1 Credit hour = 15 Paraprofessional Training Points

B. Graduate Coursework at an Institution of Higher Education

1 Credit hour = 22.5 Paraprofessional Training Points

C. After-School and Locally Sponsored Training Sessions

1 Instructional Hour = 2 Paraprofessional Training Points

D. Previous Relevant Work Experience Outside Public Education, as Determined by Superintendent or Designee*

1 Month of Successful Employment = 10 Paraprofessional Training Points

Maximum Allowable Points = 60 Paraprofessional Training Points

E. Previous Successful Employment as a Paraprofessional in a Public School, as Determined by Superintendent or Designee*

1 Month of Successful Employment = 10 Paraprofessional Training Points

Maximum Allowable Points = 180 Paraprofessional Training Points

* Previous relevant work experience and successful employment as a paraprofessional need to have occurred prior to January 8, 2002, in order to be considered in an individual's paraprofessional training plan. Previous relevant work experience includes work that has enabled the paraprofessional to demonstrate, through a product or evaluation, elements of the learning guidelines.

Consistently models respectful behavior.	3 ☐ 2 ☐ 1 ☐ N/A ☐	3 ☐ 2 ☐ 1 ☐ N/A ☐
Consistently acts in a professional manner.	3 ☐ 2 ☐ 1 ☐ N/A ☐	3 ☐ 2 ☐ 1 ☐ N/A ☐
Responds to conflict in a constructive, solutions-oriented way.	3 ☐ 2 ☐ 1 ☐ N/A ☐	3 ☐ 2 ☐ 1 ☐ N/A ☐
Communicates effectively with classroom teacher regarding student needs.	3 ☐ 2 ☐ 1 ☐ N/A ☐	3 ☐ 2 ☐ 1 ☐ N/A ☐
Demonstrates discretion and maintains confidentiality.	3 ☐ 2 ☐ 1 ☐ N/A ☐	3 ☐ 2 ☐ 1 ☐ N/A ☐

Comments/Formative:	Comments/Summative:
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Professional Responsibilities	Formative	Summative
Fulfills contractual obligation regarding professional development.	3 ☐ 2 ☐ 1 ☐ N/A ☐	3 ☐ 2 ☐ 1 ☐ N/A ☐
Accepts and acts upon constructive suggestions from supervisory/teaching personnel.	3 ☐ 2 ☐ 1 ☐ N/A ☐	3 ☐ 2 ☐ 1 ☐ N/A ☐
Established and maintains positive relationships with students.	3 ☐ 2 ☐ 1 ☐ N/A ☐	3 ☐ 2 ☐ 1 ☐ N/A ☐

May/June