This document from the WTA is intended as a package settlement proposal for the teacher bargaining unit. Language highlighted in green is, for the parties reference, already agreed to. Any individual proposals with. in this draft MOA are contingent on the acceptance of the document as a whole. Delivered to the school committee on 3/26/26.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Winthrop School Committee ("Employer") and the **Teacher Chapter** of the Winthrop Teachers Association ("Union"), collectively the Parties ("Parties").

RECITALS

1. The Employer and the Union are parties to a Collective Bargaining Agreement for the period of September 1, 2022 through and including August 31, 2025.
2. The duly-authorized representatives of the Employer and the duly authorized representatives of the Union have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement.
3. Said representatives of the Employer and the Union have, subject to ratification by the membership of the Employer and the Union, agreed to a successor Collective Bargaining Agreement for the period of September 1, 2025 through August 31, 2026 and a successor Collective Bargaining Agreement for the period of September 1, 2026 through August 31, 2029.
4. The Parties agree to integrate the changes set forth herein into a single merged Collective Bargaining Agreement.

AGREEMENT

In consideration of mutual promises and covenants set forth herein, the Parties, subject to ratification, hereto agree as follows:

1. PRIOR AGREEMENT & DURATION

a. The Collective Bargaining Agreement in effect for the period September 1, 2021 through and including August 31, 2024, shall be in full force and effect for the period September 1, 2025 through and including August 31, 2026 and for the period of September 1, 2026 through August 31, 2029, except as modified by this MEMORANDUM OF AGREEMENT.
b. The changes set forth herein are effective September 1, 2025 unless otherwise specified.

2. **HOUSEKEEPING UPDATE.** MOA Language.

   Fix any typographical errors discovered during the proofreading of the new collective agreement by mutual consent. Fix any formatting inconsistencies by mutual consent. Remove any anachronistic language by mutual consent. Incorporate, or include as appendices, any relevant agreements by mutual consent.

3. **ALIGNMENT OF CONTRACTS.** MOA Language.

   Upon the creation of a merged and updated Collective Bargaining Agreement, the parties may, by mutual consent, align the agreements of the four Union bargaining units so that common provisions are placed in the same order within the agreements, and so that language on similar provisions are aligned.

4. **BEREAVEMENT LEAVE.** Amended Provision.

   Replace Article 26

   Employees may be allowed up to five days leave of absence, to be taken within thirty (30) days, without loss of pay, on account of a death in the immediate family. The thirty (30) day timeframe may be extended with the approval of the superintendent. Days need not be consecutive. Immediate family is interpreted as meaning mother, mother-in-law, father0in0law, child, step child, foster child, domestic partner, husband, wife, brother, sister, grandparents, grand children or any person permanently living in the same home as the employee at the time of death.

   This provision includes loss due to an employees' miscarriage or still birth, or the misscarriage or stillbirth of the employee's spouse or domestic partner. The superintendent at their discretion may request a doctor's certificate.

   An absence of two (2) days may be granted applicable to the grandparents of an employee's spouse.

5. **CALENDAR CONSULTATION.** New Provision.

   The Union will be consulted in preparation for the annual school calendar, but it is acknowledged that the final decision in this regard must rest with the Administration (with the approval of the School Committee). The Employer will provide the Union with at least two (2) weeks notice prior to this consultation occurring.

The last day of school for students will be a half day and a full day for teachers.

6. **RESPECTFUL WORK ENVIRONMENT.** New Provision.

   The Employer and the Union agree that the work environment shall be characterized by mutual respect for the common dignity to which all employees are entitled

7. **UNION ORIENTATION.** New Provision.

   1. **Prior to the start of each school year on one of the two (2) days before the students are in the buildings the employer will provide one (l) hour of Union Meeting time for the Union officers or representatives to meet with all members of all bargaining units represented by the Union and all potential bargaining unit members. The meeting with all units will occur simultaneously. The one (l) hour of meeting time shall occur during the regular workday and space at the High School shall be provided to hold the meeting. The Union can use this time to: conduct vital union business, sign up new members, meet with union representatives, update members on communications from state and national affiliates, and provide benefit services and consultation, and other Union activities. No management personnel shall attend the meeting without the approval of the Union.**

   2. **Should a new hire orientation for bargaining unit employees be held, The union shall be given no less than thirty (30) minutes of time to meet with new hires during such orientation. No management personnel shall attend the meeting without the approval of the Union.**

   3. **The Union shall be granted time to convene a new hire orientation meeting every other month during the school year, on a building by building basis at each building. The meeting shall be scheduled in collaboration with the building Principal. The meeting will occur at an agreed upon time. The Union will be given thirty (30) minutes of time to meet with new hires during this meeting without management personnel in attendance without the approval of the Union. If no new employees have been hired since the previous orientation, or if the orientation is waived by the Union, the orientation meeting will be cancelled. These orientation meetings will be combined for all bargaining units represented by the Union.**

8. **BILINGUAL JOB POSTINGS.** New Provision

Job postings shall be posted, whenever possible, in both English and in Spanish. If the posting is not fully translated, the Employer shall provide an abbreviated version of the posting in Spanish. The postings shall set forth the qualifications, requirements, duties, number of hours, salary range and other pertinent information.

9. **UNION RIGHTS.** Amended Provision.

Replace Article 13

1. **The District shall provide the union access to individual employees in the bargaining unit on school premises during the workday to investigate and discuss grievances. workplace-related complaints and other workplace issues with advance notice and provided it does not interfere with work or disrupt the operations of the building or the School Department. The District shall provide the union access to members of the bargaining unit on school premises to conduct worksite meetings during lunch breaks and other non-work breaks and before and after the workday on the employer's premises to discuss workplace issues, collective bargaining negotiations, the administration of collective bargaining agreements. other matters related to the duties of an exclusive representative and internal union matters involving the governance or business of the employee organization.**

2. **Union notices may be posted on school bulletin boards located in the teachers' room if the notice is signed by an authorized representative of the Union and concerns official union-related matters including but not limited to important updates and notices. announcements of recreational or social activities: announcements of elections, appointments, results of elections: meetings: or professional matters.**

3. **The Union shall have the right to use the email system of the employer to communicate with bargaining unit members regarding official union-related matters including, but not limited to, elections. election results, meetings and social activities provided, however, that the use does not create an unreasonable burden on network capability or system administration.**

4. **No surveys of students' progress will be distributed by the Union unless prior approval has been obtained from the superintendent.**

5. **The employer will not release any personal contact information of any**

employee to any third party unless required by law or court order.

6. **The Employer shall send a monthly report to the WTA outlining the changes in status and work location. For purposes of this article, status shall be defined by events including, but not limited to, retirement, leave of absence, termination, resignation, job classification, title and promotion.**

7. **Not later than ten (10) days after a new employee is hired the Employer shall provide the following information to the Union in spreadsheet format or other format agreed to by the Union:**
    a. **Name of employee (print-last name, first, middle)**
    b. **Home Address (street and number) (City and State) (Zip Code)**
    c. **Work site location;**
    d. **Work telephone number;**
    e. **Home and personal cellular telephone number on file with the Employer;**
    f. **Date of Hire.**
    g. **Work email address;**
    h. **Personal email address on file with the Employer.**

8. **Upon signing this agreement, and updated quarterly thereafter, if necessary, the Employer shall supply to the Union a list of all employees covered by this agreement. The list shall include all information cited in the above section. The Union reserves its right to request any information that is reasonable necessary for the Union to carry out its obligations as the exclusive bargaining representative.**

10. **RELIGIOUS HOLIDAYS.** New Provision.

Employees shall be granted religious leave of up to three (3) days per year, not deducted from any accrued time, with prior notice to the employer. Religious leave need not be consecutive days. A religious holiday shall be defined as a day when an absence from work is required to properly comply with the tenets of one's religion. The Superintendent may limit the number of religious holidays granted on any given school day to ten percent (10%) of bargaining unit employees.

11. **PAID FAMILY FMLA.** New Provision.

Employees shall be able to use accrued sick leave up to forty-five (45) days in order to receive pay during an FMLA leave taken for the care of a family member. This

leave shall be inclusive of the employee's annual allotment of sick days available for the care of family members.

12. TIME FOR PROFESSIONAL DEVELOPMENT. New Provision

Required professional development and training will be scheduled during the workday as determined by the building Principal or Administration. Employees will not be expected to complete other work assignments concurrently with professional development or training.

13. PRESCHOOL. New Provision.

Each year, one third (⅓) of seats available in the WPS Early Childhood Education program shall be reserved for the children of WTA bargaining unit employees (teachers, nurses, ESPs, secretaries). If more bargaining unit employees seek enrollment than seats available, there will be a lottery amongst the bargaining unit employees. If fewer bargaining unit employees seek enrollment than seats available, those seats may be offered to the general public.

14. SCHOOL SAFETY. New Provision.

The Committee and the Union recognize all employees' right to a safe working and learning environment, including the right to be free from threats of violence, and recognize the parties' obligation to provide a safe working environment.

15. PROFESSIONAL DEVELOPMENT. New Provision

The Union will be advised of professional development offerings as soon as practicable, but it is acknowledged that the final decision in this regard must rest with the Administration. During all curriculum and professional development, all employees shall have access to relevant, high-quality professional development. Teachers may make a request to the Principal to attend an alternative professional development opportunity. The Principal may approve or deny the request and the final decision is not subject to grievance arbitration.

16. DIRECT DEPOSIT. Amended Provision.

Article 14(5)

Teachers' paychecks will be distributed biweekly throughout the calendar year, not to

exceed 26 paydays from September 1 to August 31. A lump sum payment, consisting of the balance due on the contract for the current year through August 31, will be available on advance request for persons retiring or resigning or other extraordinary situations approved by the Superintendent. **All employees will be required to enroll in direct deposit effecting all payroll checks after the first live check of the school year,**

17. PARENTAL LEAVE. New Provision.

Employees who have been employed for at least one school year, regardless of status as a birth parent or non-birth parent, shall be eligible for a parental leave of absence of up sixty (60) school days following the birth or adoption of a child, or the placement of a child up to the age of eighteen (18) in the home of the employee.

a. **Parental leaves of absence may be extended beyond sixty (60) school days with the approval of the Superintendent.**

b. **The first sixty (60) school days of parental leave shall be paid leave, not to be deducted from any accrued sick or personal leave. Leave does not need to be split between parents if both are employed by WPS. This portion of parental leave shall run concurrently with FMLA leave unless there is a second qualifying event.**

c. **Parental leaves of absence shall pause during any school vacations, and shall resume when school returns to session.**

d. **Remaining leave, if approved by the Superintendent, shall be unpaid.**

e. **The employee shall provide the employer with their anticipated date of return prior to the start of their leave, if practicable. If the employee intends to amend their anticipated return date, they shall notify the employer no later than four (4) weeks prior to the initial return date. Reasonable accommodations will be made for medical events whicha rise within four (4) weeks of the anticipated return.**

18. JOB DESCRIPTIONS. New Provision.

Employees shall be provided with a written job description for their position or directed to a digital location where the relevant job description can be accessed.

19. BILINGUAL DIFFERENTIAL. New Provision.

Effective the 2026 school year, Any employee who is asked to perform either written or verbal translation services shall do so on a voluntary basis. If an employee performs written or verbal translation services outside of their assignment, they shall be paid fifty dollars ($50) for any portion of an hour spent performing such services. This compensation shall be in addition to their regular rate of pay.

---

20. STIPENDS. New Provision

The parties shall form a joint labor management committee during the 2025-2026 school year in order to review the current stipends of the teacher's contract and make recommendations to the respective negotiating teams regarding any changes to become effective year 2 of the contract 2026-2027.

21. INTERVENTIONIST & COUNSELOR SUBSTITUTING. New Provision

Adjustment counselors, Guidance Counselors, Reading Specialists, Media Specialists, and Related Service Providers shall only be required to substitute for other teachers under extreme circumstances and without impacting their core job responsibilities. Reassignment of an administrative duty period for temporary coverage is not considered subbing if the time of the reassignment is equal to the time of the administrative duty.

22. CURRICULUM CONSULTATION. New Provision

Curriculum Committees shall be established when major changes to curriculum are being considered. Teachers and Department Heads shall receive notice when a curriculum committee is to be established at their grade level or content area.

Teachers will be solicited to be a member of the Committee before the review process.

The curriculum committee will consider the demographics of the district, the district's priorities and the district's strategic plan when considering changes to the curriculum.

23. LEAVE EQUITY. New Provision

Amend Article 17(1)

Sick leave for first year teachers shall be ten (10) days **to be credited on their first official day of attendance. First year teachers will be credited with an additional four (4) sick days on their ninety-first (91st) school day of employment.** However, if a teacher terminates his/her contract prior to June, he/she shall be indebted from the last paycheck-one (1) day's pay for every day not earned of sick leave prorated at one (1) day per month.

Teachers currently in the System will be credited with fourteen (14) days' sick leave as of the first official day of attendance of each school year.

Sick leave will be prorated for employees who begin employment after the start of the school year.

24. ACADEMIC CREDENTIALS. New Provision.

With the written approval of the Superintendent, credits earned beyond the initial thirty (30) credits for a Master's degree may be applied toward advancement on the pay scale.

- **A. Additional credits will only be considered for advancement on the pay scale if the degree program required more than 30 credits.**
- **B. Requests to consider such credits must be submitted in writing with a transcript.**
- **C. In order to qualify for advancement on the payscale, credits must be directly relevant to the teacher's job responsibilities in Winthrop Public Schools or the degree necessary for the teacher's role in Winthrop Public Schools.**
- **D. The Superintendent has sole discretion to determine whether such credits meet the stated conditions to qualify for advancement. Such discretion will not be applied arbitrarily or inequitably.**

25. CLASSROOM/WORKSPACE SETUP. New Provision

All employees shall be provided with a total of six (6) hours of time within the first two (2) days of a contractual school year, during the workday, to set up their classrooms, and workspaces prior to the start of the student's first day of school. The time does not need to be contiguous, but should be in blocks of no less than two (2) hours.

26. OVERFLOW REPORT. New Provision

Employees who are required to write reports shall have sufficient time built into their schedules to complete the report writing in a timely manner. In order to facilitate this, amongst other possible scheduling considerations, the following accommodations will

be made:

A. **Related Service providers shall have one (1) day each week reserved for report writing, evaluation paperwork, and similar work. On these days, they will not be expected to attend meetings or provide student services.**
B. **Upon request from the employee, Related Service Providers will be excused from ½ day professional developments in order to complete report writing, evaluation paperwork, or other paperwork.**
C. **Special educators shall have a minimum of two (2) hours each week, scheduled collaboratively with their special education chairs, dedicated to completing report writing and other paperwork.**

27. CLASS SIZE GENERAL EDUCATION. New Provision

Recognizing that, in general, class size is related to improvements in education, the Committee will strive, to the extent possible and in the judgment of the Committee, to achieve an average of not more than twenty-five (25) pupils per elementary and middle school assigned classrooms, exclusive of specials.

28. CLASS SIZE SPECIAL EDUCATION. New Provision.

a. **In the event that the position of a special education teacher is vacant for an extended period of time, all efforts shall be made to fill the role with a qualified educator.**

b. **In extraordinary circumstances, the caseload of an absent special education teacher may be dispersed amongst other staff members at their worksite. The caseload will be dispersed equally. Impacted employees will receive a differential of two hundred dollars ($200) for any portion of a week performing this coverage. The caseload may only be dispersed if it does not prevent compliance with any statute or regulation, and does not prevent the impacted employees from appropriately meeting the needs of their students.**

c. **Special Education class sizes, caseloads, and staffing ratios shall be maintained within applicable state regulations found at 603 CMR 28.06(6-7).**

29. CASELOADS. New Provision.

a. **In the event that the position of a related service provider is vacant for an extended period of time, all efforts shall be made to fill the role with a qualified educator.**

b. **In extraordinary circumstances, the caseload of an absent related service provider may be dispersed amongst other staff members. The caseload will be dispersed equally. Impacted employees will receive a differential of two hundred dollars ($200) for any portion of a week performing this coverage. The caseload may only be dispersed if it does not prevent compliance with any statute or regulation, and does not prevent the impacted employees from appropriately meeting the needs of their students.**

c. **The performance of compensatory services after a leave of absence will not be required of employees during the regular contractual work year.**

d. **The schedules of Related Service Providers will include a minimum of three hours of non-direct service time per week, exclusive of contractual preparation time.**

30. COMMON PLANNING TIME. New Provision.

a. **When all required large-group common planning has been completed, employees will be allowed to use the remaining common planning time to engage in self-directed common planning with individuals or small groups of colleagues. This self-directed common planning time may be conducted in another workspace other than that of the larger group common planning time.**

b. **When Common Planning Time occurs immediately prior to the start of the student day, it shall encompass a minimum of a ten (10) minute grace period for teachers to get to their classrooms and get materials prepared for the day.**

31. DISCIPLINE REFERRAL RESPONSE. New Provision.

The Building Administrator responsible for processing a formal Student Discipline Referral shall, within, (2) two school days, respond verbally or in writing, to the teacher who submitted the referral providing the teacher with information related to the administrative decision and/or action taken. The information provided to the referring teacher will be a substantive summary and shall comply with all privacy laws. The content of the response from the administrator will not be subject to arbitration. This provision is only subject to arbitration when an established pattern is identified.

32. TRANSFERS OF TEACHERS. New Provision

No involuntary transfers will take place if there is a qualified volunteer available. Under most circumstances, qualified volunteers will be considered first. Where the Administration seeks to transfer a member involuntarily, without soliciting volunteers, it shall provide the member with reasons for the transfer. The Superintendent shall meet with the member within five (5) school days of the involuntary transfer. The Superintendent's judgment is final and binding unless reasons for the proposed transfer were arbitrary and capricious. The following terms shall apply to transfers:

a. **Transfers will only be made when such transfer is in the best interest of the teacher and/or the school system in the judgment of the Superintendent of Schools or his/her designee. Whenever possible, and consistent with the above paragraph, transfers shall be voluntary.**
b. **When involuntary transfers are necessary, a teacher's area of competence, a major and/or minor field of study, quality of teaching performance, and length of service in the Winthrop Public School system will be considered in determining which teacher is to be transferred. Employees being involuntarily transferred will be transferred to a comparable position to the extent possible. A teacher who was involuntarily transferred solely due to a reduction in force or position elimination will be returned to the original position if restored within two (2) years of the involuntary transfer unless the Superintendent has cause to deny the transfer.**
c. **Notice of involuntary transfers will be given in writing to teachers as soon as practicable. The Association will be notified in writing of all such transfers.**
d. **Employees desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1 and March 1 of each school year to be considered for the next school year. Requests must be renewed each year.**

33. COMPENSATION.

Year 1:

Steps 1: 2.0% GWI
Steps 2-3: 2.5% GWI
Steps 4-5: 2.75% GWI
Step 6: 3.0% GWI
Step 7: 3.25% GWI
Step 8: 3.5% GWI

Years 2-4:

Steps 1-2: 2.5% GWI
Steps 3-4: 3.0% GWI
Steps 5-6: 3.5% GWI
Steps 7-8: 4.0% GWI

Longevity amount effective year 2

Years	Amount
5	$500
10	$1200
15	$1600
20	$2000
25	$3000