MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Winthrop School Committee ("Employer") and the **ESP 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, 2028.

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, 2022 through and including August 31, 2025, shall be in full force and effect for the period September 1, 2025 through and including August 31, 2028 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.

3. **COMPENSATION.** Appendix A.

   The parties agree to the wage increases outlined in Appendix A.

4. **REOPENER.** Appendix B.

   The parties execute a side letter of agreement outlined in Appendix B related to a reopener clause for compensation.

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.

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. **COMMUNICATION RESPONSE.** New Provision.

   All principals, assistant principals, and members of district administration shall respond to e-mail correspondence from employees within five (5) school days. Such responses may be done verbally, in writing, or electronically.

10. **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.

11. **PRESCHOOL.** New Provision.

    Children of employees enrolled in a WPS preschool program will receive a ten percent (10%) tuition discount. Such students must follow the standard enrollment process (e.g. lottery) applicable to all applicants and meet the district's residency requirements.

12. **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.

13. **JOB DESCRIPTIONS.** New Provision.

    Employees shall be provided with a written job description, reviewed and approved by the Superintendent, for their position or directed to a digital location where the relevant job description can be accessed. This provision will go into effect as of the beginning of the 2026-2027 school year.

14. **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) per hour spent performing such services. Partial hours may be added together for full hours of time. This compensation shall be in addition to their regular rate of pay. A Translation Request for Payment form must be signed by the Administrator who requested the employee's services prior to submission for payment.

15. **RELIGIOUS HOLIDAYS.** New Provision.

    Employees may use up to three (3) Personal Days per year to observe Religious Holidays, deducted from accrued Personal Time. There will be no deduction from suck leave for the third day, with prior notice to the Employer. Personal Days for Religious Holidays 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 at, their discretion, may limit the request for a personal day for Religious Holidays to ten percent (10%) of the staff to keep schools open.

16. **TRANSFERS.** New Provision

    Except in extraordinary circumstances, involuntary transfers between worksites shall be conducted in order of seniority unless these considerations would negatively impact student services as determined by the Superintendent and/or their designees. The least senior qualified employee at an impacted worksite will be transferred first, unless a more senior employee voluntarily accepts the transfer.

17. **DIRECT DEPOSIT**. New Provision.

    All employees will be required to enroll in direct deposit effecting all payroll checks after the first live check of the school year.

18. RELEASE TIME. New Provision.

If a non-teacher is elected Union president shall receive a minimum of one (1) hour of release time each day in order to conduct Union business. A schedule for release time shall be mutually developed and agreed upon by the Union President and their building Principal, with the approval of the superintendent, before the start of the school year or upon the employee's assumption of the role of President.

19. MEETING TIMES. New Provision.

Employees will not be required to be present at any regularly scheduled meetings within ten (10) minutes of the start of their contractual day In emergent situations, the Superintendent may schedule necessary meetings.

20. Lead ESP. New Provision.

The Lead ESP position shall be appointed for a term of two (2) academic years unless the building principal determines that the incumbent is not meeting the expectations of the role as outlined in Appendix TBD. If such a determination is made, the principal shall inform the impacted employee, in writing, with their decision and rationale.

21. PARA TO TEACHER PIPELINE. New Provision.

a. **The Employer shall make best efforts to allow bargaining unit members to complete their teaching practicum while continuing to work in their regular assignment. This effort is subject to the teaching practicum being in the employee's current classroom assignment, the university/college allowing for the employee to complete the practicum in their current status as a paid employee, and does not cause the school district to incur any cost to cover any duty or assignment otherwise covered by the employee.**

b. **Bargaining unit members with a minimum of five (5) years of service who obtain the qualification necessary for a certified teaching position shall be given preference in the hiring process for teaching positions unless another applicant possesses substantially superior qualifications. The final decision to hire is at the discretion of the Employer and not subject to grievance and arbitration.**

c. **Bargaining unit members who have requested and been approved for a one year leave of absence to pursue their teaching certification, will not have their ESP seniority date impacted if they return to the ESP unit upon the conclusion of the one year leave of absence.**

d. Bargaining Unit members who move into a teaching position within Winthrop Public Schools and are subject to a reduction in force prior to achieving Professional Teacher Status (PTS) shall be placed on the ESP recall list in accordance with Article 19(3) and shall be entitled to the next available bargaining unit position under those terms.

22. SUBSTITUTE DIFFERENTIAL. Amended Provision.

Amend Article 7(4)

Educational support personnel who serve as substitutes for teachers shall receive twenty ($20) dollars per hour for full or partial periods of substituting. **Effective SY26-27, this rate will be increased to twenty-two dollars ($22.00) per hour. Effective SY27-28, this rate will be increased to twenty-five dollars ($25.00) per hour.** Partial periods substituting can be added together to make a full period with the approval of the building principal/ administrator. This compensation will be over and above their regular daily pay. An ESP who works in a classroom that is in need of coverage will be given first opportunity to substitute, upon the discretion of the building principal.

23. **LEAVE EQUITY.** Amended Provision.

Article 8(1)

Sick leave for educational support personnel shall be fourteen (14) days effective on the first day of school each year. Sick leave may be accumulated up to **one hundred eighty (180)** ~~170~~ days per year. Except in extenuating circumstances ESP's will call in sick by 7:00 am.

24. **FAMILY SICK DAYS.** Amended Provision.

Article 8(3)

ESPs may use a maximum of **fourteen (14)** ~~ten (10)~~ days of sick leave per school year in order to address family illness.

Family Illness Days can be utilized to care for a sick or injured child, parent, spouse or member of the immediate household.

The Family Illness Days shall be deducted from the annual allotment of sick days granted to ESPs at the beginning of each school year in section 2. If an ESP has used sick time in the school year prior to the need for Family Illness Days the ESP shall be limited to the remaining days in the annual allotment.

Family illness sick days cannot be rolled over from year to year. Any unused sick leave may be accumulated under section 1.

Family Illness Days may not be used immediately before or after leave taken for parental leave or family medical leave.

25. **BEREAVEMENT LEAVE.** Amended Provision.

Replace Article 9(1)(C)

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, father, mother-in-law, father-in-law, 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 miscarriage 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.

26. **PARENTAL LEAVE.** Amended Provision

Replace Article 10

1. **Full time male or female ESPs will be eligible for non-paid leave if he/she has completed an initial probationary period of his/her employment (not to exceed three months) or if there is no probationary period after three (3) consecutive months of work. Part-time employees are not entitled to parental leave.**
2. **Birthing Parent**
    a. **Beginning July 1, 2026 (FY27), a birthing parent who has been employed for a minimum of twelve (12) months shall be entitled to a parental leave of absence of up to twelve (12) weeks upon the birth or adoption of a child, or the placement of a child under the age of eighteen (18) in the home of the employee.**

b. **If the child is born in June, the twelve (12) weeks begin immediately after birth and may continue in September. If the child is born during the summer recess, the twelve (12) weeks will start at the beginning of school new school year.**
c. **During an approved twelve (12) consecutive weeks of Parental Leave, the birthing parent shall be entitled to the following:**
    i. **The first ten (10) days of leave shall be compensated at 100% of the employee's regular compensation without utilizing the employee's accrued sick or personal time.**
    ii. **The employee may use the employee's accrued sick and personal days for the remaining fifty (50) days of approved leave.**
    iii. **Employees who exhaust their accrued sick and personal time during this leave will be granted five (5) days to replenish their available accrued sick time upon returning from leave.**
d. **Any such leave is dependent upon the submission of appropriate medical documentation.**
e. **This leave will be concurrent with any available leave under the Family Medical Leave Act and/or the Massachusetts Parental Leave Act.**
f. **This leave must be taken within twelve (12) months of the birth, adoption or placement of a child.**
g. **Should the Town of Winthrop opt into the Massachusetts Paid Family Medical Leave Act provision, the parties will meet to negotiate over this provision.**
h. **Per the Massachusetts General Law, Chapter 149 any teacher intending to take a maternity or parental leave of absence (See Appendix X) shall notify the Superintendent in writing as soon as practicable of the anticipated commencement of the leave.**
i. **When an employee takes parental leave under this collective bargaining agreement, whether paid or unpaid, the employee shall provide the employer with an intended date of return four weeks prior to the intended date of return.**
j. **Changes to the intended date of return shall be made at least four weeks before the anticipated date of return. Changes to the intended date of return may only be made within the four weeks notice period with appropriate medical documentation or the approval of the Superintendent.**

3. **Non-Birthing Parent**
    a. **Beginning July 1, 2026 (FY27), a non-birthing parent who has been employed for a minimum of twelve (12) months shall be entitled to a parental leave of absence of up to twelve (12) weeks upon the birth or adoption of a child, or the placement of a child under the age of eighteen (18) in the home of the employee.**
    b. **If the child is born in June, the twelve (12) weeks begin immediately after birth and may continue in September. If the child is born during the summer recess, the twelve (12) weeks will start at the beginning of school new school year.**
    c. **During an approved twelve (12) consecutive weeks of Parental Leave, the non-birthing parent shall be entitled to the following:**

        i. **The first ten (10) days of leave shall be compensated at 100% of the employee's regular compensation without utilizing the employee's accrued sick or personal time.**
        ii. **The employee may use the employee's accrued sick and personal days for an additional twenty (20) consecutive days of approved leave. The remaining thirty (30) days are unpaid days.**
        iii. **Employees who exhaust their accrued sick and personal time during this leave will be granted five (5) days to replenish their available accrued sick time upon returning from leave.**
    d. **Any such leave is dependent upon the submission of appropriate medical documentation.**
    e. **This leave will be concurrent with any available leave under the Family Medical Leave Act and/or the Massachusetts Parental Leave Act.**
    f. **This leave must be taken within twelve (12) months of the birth, adoption or placement of a child.**
    g. **Should the Town of Winthrop opt into the Massachusetts Paid Family Medical Leave Act provision, the parties will meet to negotiate over this provision.**
    h. **Per the Massachusetts General Law, Chapter 149 any teacher intending to take a maternity or parental leave of absence (See Appendix X) shall notify the Superintendent in writing as soon as practicable of the anticipated commencement of the leave.**
    i. **When an employee takes parental leave under this collective bargaining agreement, whether paid or unpaid, the employee shall provide the employer**

with an intended date of return four weeks prior to the intended date of return.

j. **Changes to the intended date of return shall be made at least four weeks before the anticipated date of return. Changes to the intended date of return may only be made within the four weeks notice period with appropriate medical documentation or the approval of the Superintendent.**

27. **UNION RIGHTS.** Amended Provision.

Replace Article 11

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. **The Union may prepare, at no cost to the town, communications relating to the conduct of the Union and may distribute these through the employee's mailboxes to the people covered by this agreement, provided a copy has first been filed with the Superintendent.**

5. **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.**

Signatures

For the Union

Brian Donnelly
Brian Donnelly (May 27, 2026 13:26:06 EDT)

Brian Donnelly, WTA President

27/05/2026

Date

For the School Committee

Layne Petrie (May 27, 2026 18:51:20 EDT)

Layne Petrie, SC Chair

27/05/2026

Date

APPENDIX A: COMPENSATION

Effective the beginning of each school year of the agreement, wages shall increase as follows:

School Year 2025-2026:

Delete "ESP" Column
3.0% General Wage Increase

School Year 2026-2027:

Delete Step 1 (HQ Column only)
Steps 2-5: 3.0% General Wage Increase
Step 6: 5.0% General Wage Increase

School Year 2027-2028:

Steps 2-5: 3.0% General Wage Increase
Step 6: 5.0% General Wage Increase
$500 added to all steps in the "HQ" Column

25-26	HQ	AS	BA
1	$21,888.53	$28,883.26	$30,301.57
2	$23,498.42	$30,173.85	$31,593.19
3	$24,567.56	$31,464.44	$32,885.84
4	$25,327.70	$32,769.45	$34,177.46
5	$26,526.62	$34,048.71	$35,467.02
6	$27,725.54	$35,339.30	$36,728.77

26-27	HQ	AS	BA
1		$29,749.76	$31,210.62
2	$24,203.37	$31,079.07	$32,540.99
3	$25,304.59	$32,408.37	$33,872.42
4	$26,087.53	$33,752.53	$35,202.78
5	$27,322.42	$35,070.17	$36,531.03
6	$29,111.82	$37,106.27	$38,565.21

27-28	HQ	AS	BA
1		$30,642.25	$32,146.94
2	$25,429.47	$32,011.44	$33,517.22
3	$26,563.72	$33,380.62	$34,888.59
4	$27,120.16	$34,765.11	$36,258.87
5	$28,392.09	$36,122.28	$37,626.96
6	$31,067.41	$38,961.58	$40,493.47

APPENDIX B: SIDE LETTER (REOPENER)

The parties agree that negotiations shall be reopened solely for the purposes of bargaining over the wages for Fiscal Year 2028 (FY28) and for no other purpose, if the Town Council approved FY28 appropriation to the School Department is equal to or greater than $44,100,000.

If the above condition is met, either party may reopen negotiations by providing written notice to the other party within thirty (30) days of the FY28 budget approval. Bargaining shall be limited strictly to wages for FY28, and all other terms and conditions of the Agreement shall remain in full force and effect. If the above condition described is not met, this Agreement shall remain unchanged, and there shall be no obligation to reopen negotiations.