

**MEMORANDUM OF UNDERSTANDING AMONG THE CHRISTINA SCHOOL BOARD,
THE SUPERINTENDENT OF SCHOOLS FOR THE CHRISTINA SCHOOL DISTRICT,
AND
CHRISTINA EDUCATION ASSOCIATION**

This Memorandum of Understanding (“New CEA MOU”) is entered into by and among the Christina School Board (“CSB”), the Superintendent of Schools for the Christina School District (“CSD”), and the Christina Education Association (“CEA”), collectively referred to in this New CEA MOU as “Parties.” The Parties acknowledge that this New CEA MOU is effective as of the date provided for in Section 1 below.

WHEREAS, the Parties CSB, CSD, along with the Wilmington Learning Collaborative (WLC) committee, are parties to a memorandum of understanding (the “Wilmington Learning Collaborative - WLC MOU”) directed to improving the educational, social, emotional and health outcomes of the children and families of Wilmington.

WHEREAS, CEA and the CSB are parties to a collective bargaining agreement (“Existing CBA”) which governs the non-administrative certified professional employees of the CSD;

WHEREAS, the word, “teacher” in this document and in the existing Collective Bargaining Agreement (CBA) is defined as certificated non-administrative employees such as classroom and related arts teachers, school nurses, and specialists (psychologists, Special Education Coordinators (SECs), speech pathologists, social workers, deans, guidance counselors, etc) in the city schools, including those in Special Programs such as Brennen and REACH.

WHEREAS, This New CEA MOU required the Parties to engage in good faith negotiations to reach an agreement to modify the Existing CBA as necessary to permit CEA bargaining unit members to fulfill the obligations of the Wilmington schools;

WHEREAS, the Parties engaged in good faith negotiations resulting in this proposed New CEA MOU, which allows for continuous input and collaboration among the Parties;

WHEREAS, the Parties acknowledge that this New CEA MOU remains subject to ratification by CEA membership and CSB;

WHEREAS, the Parties agree that language within the WLC MOU will require collaboration between CEA, Red Clay EA, Brandywine EA, CSD, Red Clay Consolidated SD and Brandywine SD that the parties agree will be scheduled in the future.

NOW, THEREFORE, the Parties do hereby agree to the following:

I. Effective Date

Upon ratification by (a) CEA membership, at an election to be held in accordance with CEA by-laws on or before August 29, 2024 and (b) CSB, at a board meeting held in accordance with Board policy and procedures on or before September 11, 2024 the Parties agree that this New CEA MOU shall become effective immediately.

II. Interplay between Existing CBA and New CEA MOU

The Parties agree that to the extent not expressly modified by the New CEA MOU, all CEA bargaining unit members shall be subject to the Existing CBA. If the MOU is not approved, both parties agree to revert to the original CBA.

III. Term of this Agreement

The Parties agree that this New CEA MOU shall terminate at the conclusion of the 2024-2025 school year, unless extended by a written agreement signed by each of the Parties. At any point, if the plans of the Wilmington Learning Collaborative (WLC) impact any working conditions of the teachers in the city schools, both parties agree to reenter into negotiations.

IV. Modification of this Agreement

This New CEA MOU may be amended from time to time only by written agreement signed by each of the Parties.

V. Extended Teacher Day

Teachers at Maurice Pritchett Academy, Bayard, Pulaski, and Stubbs for grades PK-8 will work an extended day to a total of 7.75 hours per day for the 180 student days. Teachers who are required to work 7.75 hours per day pursuant to this section will be paid their per diem rate for the extra 15 minutes per day outside the teacher hours as defined in the existing CBA.

VI. Planning and Preparation Time

All city teachers in grades PK-8, in addition to their duty-free lunch period, shall receive 225 minutes of individual planning and preparation per week (at least 45 continuous minutes per day) within the allowable contracted work hours. Teachers will not be assigned to any other duties during this time. No teacher will lose his/her/their planning or preparation time. Any time lost from a teacher's planning minutes during the week, due to extenuating circumstances, will be given back based on mutual agreement between the teacher and his/her/their building administrator which may include options outlined in Appendix I of the existing CBA. The building administrator may use the time deducted from the two meetings referenced in Article 19:4.1 (b) in the current CBA to balance any missed planning time. The planning time for the purpose of Professional Learning Communities (PLCs) is in addition to the 225 minutes of planning and preparation time.

VII. Professional Learning Communities (PLCs) and Other Meetings

There will be an additional 45-minute period provided in the teacher contractual day for individual teacher planning, scheduled PLCs, IEPs, building-level meetings, or Professional Development (PD). A schedule for such meetings will be collaboratively developed with building administration and the ELT. The priority will be to maximize individual teacher planning time; with a target of providing at least one additional day per week of individual planning time. Additional meetings added to teacher schedules should be agreed upon by the ELT and scheduled at least one week in advance with the exception of IEP meetings which both parties agree would not require ELT approval and may be scheduled on short notice based on administrator, teacher, student or family need.

VIII. Shared Decision Making

The Association and the Board agree that shared decision making is the process of remodeling our educational system to meet the needs of all students in order to maximize individual student achievement.

The Association and the Board agree on the Philosophy of Shared Decision Making Restructuring. (Appendix H) in the Existing CBA. It is also agreed that the name "Building Leadership Team (BLT)" will be changed to "Educator Leadership Team (ELT)" to be consistent with the Wilmington Learning Collaborative (WLC) MOU language and to be inclusive of employee groups in the city schools.

The Association and the Board agree that the following procedures are important to the implementation of shared decision making in the Christina School District.

- a) Each building shall establish a democratic process for selection of Educator Leadership Team (ELT) members seeking input from all staff members through a building vote. The CSD Human Resources Department and each local association president will receive a copy of the procedures.
- b) The following representatives shall be selected through these procedures and shall be a member of the Educator Leadership Team (ELT):
 - one teacher representative from each grade level (pre-K through 8)
 - one Special Ed teacher representative from the elementary school and one from the middle school
 - one elementary representative from expressive arts department and one from middle school
 - one instructional specialist representative from elementary and one from middle school (instructional coaches, math interventionists, reading specialists, etc.)
 - one student support services staff from elementary and one from middle school (Special Ed Coordinator, psychologist, deans, counselor, social worker, etc.)
 - one building union representative (this person can also represent another category)
 - One paraprofessional and one operational staff (Children and Families First representative, cafeteria, custodial, secretarial, and school safety) in the building can also serve on the ELT and be selected through the same process by agreement from their respective associations.
 - The school administrative team
- c) Each member of the ELT who is a member of the teacher collective bargaining unit shall receive the EPER rate. District will make every effort to ensure that those who are not in the teacher collective bargaining unit will receive the same rate. For the summer meetings, the ELT members in each building will be given EPER pay.
- d) The chair of each city school ELT will receive an EPER position using a building discretionary position A or B as stated in current CBA.

To select Educator Leadership Team (ELT) members for the following school year, voting for each of these representative groups shall be held before the last staff day of the 2023/2024 school year. If a vacancy on the ELT occurs during the school year, the democratic process as outlined in (b) shall be used if it is

- e) deemed necessary by the ELT team to fill that position. Elections for any vacancies occurring during the summer will be held by October 1.
- f) The ELT shall meet at least once a week. However, this agreement does not preclude the team from meeting more often. All activities of the ELT shall be posted or distributed in writing by the recorder for the Educator Leadership Team by the end of each month.
- g) An agenda for the ELT meetings will be developed jointly by the ELT team members and the building administrator.
- h) Each elected member will communicate the official meeting notes electronically to their constituents within 48 hours of the meeting. This communication should also include soliciting feedback from their constituents.
- i) By October 15, training shall be provided and required for all city school administrators and ELT members (after elections) on ELT processes and shared decision making. Training may be provided by DSEA or any other party in collaboration with CEA.
- j) Every attempt shall be made to include relevant information from the ELT meeting when the information impacts students and/or parents. This information should also be shared in general faculty meetings and sent to the Family/Teacher organization officers (e.g. community councils) to be shared at parent meetings.
- k) All processes of the Educator Leadership Team (ELT) are subject to the Negotiated Agreements, State and District MOUs, policies of the Christina Board of Education, State Board of Education, and laws of the State of Delaware.
- l) The ELT will develop a collaborative culture process. To aid in this effort, a building survey shall be completed by the city school staff two times a year by November 30 and April 30. The complete results of the survey shall be communicated to school staff, Association Presidents, and the Director of Teaching and Learning for city schools or comparable administrator. The parties involved will use the results for the betterment of the collaborative culture with actionable steps.
- m) An agreed-upon procedure for reaching a decision in which everyone has input should be defined by each building. Decisions made by the Educator Leadership Team will include, but are not limited to, the following categories:
 - Student-Centered Items (school curriculum, MTSS, class sizes, behavior supports, etc.)
 - Staff-Centered Items (building climate and culture, professional development, PLCs, staff duties and schedules, meeting schedules, equitability of class sizes and assignments, hiring process after the initial district process is complete, planning time, etc.)
 - Operations (opportunity for open dialogue and transparency of allocations for local/state funded units, grant opportunities, use of discretionary funds, technology needs, school policies, school hours and calendars, health and safety issues, building communications, etc.).

IX. Student-Focused Supports

CSD shall make every effort to provide one Reading Specialist and one Math Interventionist in each school by the first day for students. Instructional resources identified by the ELT to support teachers in meeting the identified learning needs of each scholar will be provided at the start of school and ongoing throughout the year in every city school. CSD will seek input on necessary

supplemental resources from teachers and provide direct and ongoing support to teachers and staff in the application of those supplemental materials supported by the ELT in classrooms.

CSD and CEA agree that maintaining smaller class sizes maximizes student learning. For all city schools, CSD will maintain class sizes of no more than 18 students for grades Kindergarten through 3.

CSD will provide one (1) permanent floating substitute teacher through a District approved substitute service for each city school (Pulaski Early Education Center, Stubbs Early Education Center, Pritchett, and Bayard) to cover current classroom teachers for reasons including but not limited to approved absences, IEP meetings, behavior meetings, MTSS meetings, or other teacher-related duties as necessary. In the event that this substitute is used to fill a vacancy, every effort will be made to back fill the permanent floating substitute teacher.

Bayard and Pritchett will have a Talented and Gifted (TAG) program that will provide an equitable level of service across District schools.

Each city school will have a Student Support Services team (behavioral MTSS service providers) in place that will work in conjunction with the Building ELT team. Each position will have a clearly articulated role and defined function as part of the team readily available to all staff.

Students in the city schools, in grades Pre-K through 8, will be offered and given access to the same Related Arts disciplines as their suburban school counterparts. There should be at least one related arts teacher for every discipline offered in each school. Whenever possible City related arts teachers shall not be split between two buildings. Every effort will be made to ensure that early childhood and elementary classrooms shall not be split or separated but should remain as a whole homeroom for all related arts services.

X. Building/Classroom-Focused Supports

The ELT will be provided with a comprehensive staffing list that will be maintained and updated regularly at the building level.

Training in age-appropriate behavior intervention and de-escalation strategies will be provided on a continual basis for all hall monitors and student services staff. Teachers may request to be included in this training at any time and coverage will be provided if necessary.

A detailed building safety plan as a supplement to the Crisis Response Plan will be created by the ELT in collaboration with the District's Safety and Security Department and communicated to staff in the beginning of the school year. This plan will be practiced/revisited throughout the school year to ensure effectiveness.

In-District Professional Development will be provided on Trauma-Informed practices and any related topics agreed upon by the ELT that will support all city staff with their students.

A School Resource Officer or a Constable will be assigned for each of the city schools.

XI. Teacher-Focused Supports

City teachers will only be assigned to either one period of lunch duty or recess duty.

Year 1-2 teachers (teachers who are not eligible for CEIP) either new to District or building will be paired with an experienced teacher to be mentored in the following

- classroom management
- creation of lesson plans;
- learning CSD and Building policies/procedures;
- using the DOE DTGSS cheat sheet for feedback and action steps within Coaching Cycles;
- Align teacher/ specialist practices and professional learning to standards & DTGSS;
- Transferring responsibilities to the instructional coach at the end of Year 2.

The ELT will consider their available resources and the method by which the purchases will be made for additional classroom expenditures that are not part of the pre-determined yearly list. Expenditures using the available resources would be pre-approved by the building administrator.

XII. Additional Financial Compensation

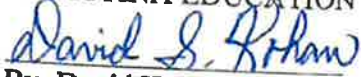
Each city teacher in grades PK-8 who works in a city school for one year shall receive a bonus of \$3500 total. This bonus will be payable to each teacher in two (2) lump sums per year totaling \$3500. One lump sum shall be paid by the end of December 2024 for \$1500 and the other by the end of June 2025 for \$2000. In the event that an employee leaves his/her/their CSD city position mid-year, the employee will only be responsible for reimbursing the CSD for the amount owed based on the number of months not employed at those schools. If the reason for an employee's departure is due to circumstances beyond his/her control (such as long-term disability), the employee will not be required to pay back the bonus.

XIII. City Wage Tax

City PK-8 teachers who are required to pay the city of Wilmington wage tax due to working in the City of Wilmington shall receive a supplement to cover the total cost of the city wage tax as long as they continue to be subject to the City Wage Tax and covered by this agreement.

The Christina Education Association and Christina Board of Education have agreed that the 2024-2025 CEA/CSD City MOU has become effective upon ratification by (a) CEA membership, at an election held in accordance with CEA by-laws by September 1, 2024 and (b) CSB, at a board meeting held in accordance with Board policy and procedures on 9/11/2024.


CHRISTINA EDUCATION ASSOCIATION



By: David Kohan

Its: President

CHRISTINA BOARD OF EDUCATION



By: Donald Patton

Its: President