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 paragraph 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, education diagnosticians, speech pathologists, social workers, 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:

1. **Effective Date**

Upon ratification by (a) CEA membership, at an election to be held in accordance with CEA by-laws on or before May 22, 2023 and (b) CSB, at a board meeting held in accordance with Board policy and procedures on or before June-20, 2023, the Parties agree that this New CEA MOU shall become effective July 1, 2023.

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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. State Funding

Agreement on the language in sections VI, VII, VIII, and XIV is contingent upon approval of the State budget by the Delaware State Legislature and signed by the Governor prior to July 1, 2023. All other sections will take effect on July 1, 2023.

IV. Term of this Agreement

The Parties agree that this New CEA MOU shall terminate at the conclusion of the 2023-2024 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.

V. 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.

VI. Extended Teacher Day

Teachers at Bancroft, 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. The extended teacher day is contingent upon the approval of designated funding in the state budget as stated in Section III. If state funding is not provided for as set forth in Section III, teachers shall not be required to work an extended day, but a workday as established in the CBA.

VII. 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. Except in the case of an emergency, 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.

If any additional teacher time is needed due to late busses or parent pick-up, teachers shall receive compensation at the EPER rate for this extra time.

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VIII. Professional Learning Communities (PLCs) and Other Meetings

There will be an additional 45-minute period provided in the teacher contractual day for teacher-led planning, scheduled PLCs, IEPs, building-level meetings, or Professional Development (PD). The schedule for these various PLCs, PDs, and meetings will be developed by the BLT by October 1. Any additional meetings not determined by October 1 should be agreed upon by the BLT. The additional 45-minute period is contingent upon the approval of designated funding in the state budget. If state funding is not provided for as set forth in Section III, teachers shall not be required to attend meetings beyond the contractual workday other than what is outlined in the existing CBA.

IX. 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.

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 Building Leadership Team (BLT) members seeking from 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. At least one teacher representative from each grade level, expressive arts, and specialists shall be selected through this procedure and shall be a member of said Building Leadership Team (BLT). One paraprofessional and one support person in the building can also serve on the BLT and be selected through the same process by agreement from their respective associations. To select Building Leadership Team (BLT) members for the following school year, voting for each of these representative groups shall be held before the last staff day of the previous school year. Each school’s Building Leadership Team (BLT) shall be in place by the last staff day of the 2023 school year. Each member of the BLT shall receive the EPER rate.

c. The BLT shall meet at least once a month. However, this agreement does not preclude the team from meeting more often. For the summer meetings, the BLT members in each building will be given EPER pay. All activities of the BLT shall be posted or distributed in writing by the recorder for the Building Leadership Team by the end of each month.

d. If a vacancy on the BLT occurs during the school year, the democratic process as outlined in (a) shall be used if it is deemed necessary by the BLT team to fill that position.

e. Every attempt shall be made to include the BLT reports in parent and staff newsletters when the information impacts students and/or parents. The reports should include a short summary of activities, any action taken, meeting date, future agenda items, and expenditures of funds of the BLT. This information should also be shared in general faculty meetings and sent to the PTA and CAC officers to be shared at parent meetings.
f. All processes of the Building Leadership Team (BLT) 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.

g. An agreed-upon procedure for reaching a decision in which everyone has input should be defined by each building. The procedure for the building should be readily communicated and followed in adopting or implementing all restructuring programs.

h. The Associations will have representation on any District committee dealing with Shared Decision Making/Restructuring.

i. The BLT will develop a collaborative culture process. To aid in this effort, a building survey shall be completed by the city school staff three times a year in October, January, and April. 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.

An agenda for the BLT meetings will be developed jointly by the BLT team members and the building administrator. The items for consideration for the Building Leadership Team will include, but are not limited to, the following categories:

(a) Student-Centered Items (school curriculum, Positive Behavior Supports, class sizes, etc.)

(b) 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.)

(c) Operations (use of discretionary funds, technology needs, school policies, school hours and calendars, health and safety issues, building communications, etc.)

Notwithstanding the foregoing, ultimate decisions with regard to BLT discussion items remain with the Christina School Board.

X. Technology

Each city teacher in each building who has a class roster/caseload in eSchool or DSC shall have a fully functionally Interactive Display Panel (IDP) such as a SMARTBoard (and all its required components) and document camera such as ELMO by the first school day for staff. *Movable IDPs shall be made readily available for staff who only need them on an intermittent basis. Training on such technology will be provided in a timely manner to all teachers.

City teachers, as defined in the beginning of this agreement, in each building shall have a fully functional desktop computer and/or a laptop for his/her/their individual use compatible with all classroom technology in the classroom by the first school day for staff. Each teacher will have input on which device would be better for their classroom.

City teachers, as defined in the beginning of this agreement, in each building shall have a walkie-talkie and the availability of a private working District phone along with a list of building extensions.

XI. Related Arts

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Students in the city schools, in grades Pre-K thru 8, shall 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 be remain as a whole homeroom for all related arts services.

XII. **Student Supports**

CSD shall make every effort to provide one Reading Specialist and one Math Interventionist (one of each for Kindergarten and one of each for grades 1-5) in each school by the first day for students. Until these positions can be filled, resources will be provided by the first day for students to assist teachers in all the city schools for appropriate instructional level intervention. Before providing these resources, CSD will seek input from each teacher on which resources are needed in his/her classroom.

CSD and CEA agree that maintaining smaller class sizes maximizes student learning. For all city schools, CSD shall maintain the class sizes for grades 1-3 of no more than 18 students. Every effort will be made to maintain class sizes for grades 4-8 at 18-24 students. Kindergarten classes shall not exceed eighteen (18) students.

Contingent on funding through the state Substitute Teacher Block Grant and all vacancies in a school being filled, CSD shall provide one (1) permanent floating substitute teacher for Pulaski Early Education Center, one (1) permanent floating substitute teacher for Stubbis Early Education Center, one (1) permanent floating substitute for Bancroft, and one (1) permanent floating substitute for Bayard schools for every year through the District approved substitute services.

An ongoing active effort will be made to ensure that the vacant teacher positions are filled.

The CSD shall make every effort to provide one Talented/Gifted/Enrichment teacher for each city school (Bancroft and Bayard).

The CSD will provide at least one Social Worker and one guidance counselor for each city school (Bancroft, Bayard, Stubbis, and Pulaski). Every effort will be made to ensure that positions not be split or separated.

XIII. **Building Supports**

The building administrator shall solicit input from all building staff members for the crisis response procedures. The Building Leadership Team in each building will be trained in all crisis response procedures by mid-September of each year of this agreement. The crisis response procedures should include all processes necessary to maintain a safe learning environment for students and teachers such as, but not limited to, fire drills, lockdown drills, or classroom support for a student behavior crisis.

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

**City Teachers Incentives for the 2023-2024 School Year**

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

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Standard classroom/content area supplies based on a predetermined list based on grade level/content area will be provided for each city teacher in grades PK-8 by the first day of school for staff.

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

**XIV. 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 January 2024 and the other by the end of June 2024 for $1750 each. 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. If state funding is not provided for as set forth in Section III, teachers shall not receive the additional financial compensation as outlined in this section.

**XV. 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 2023-2024 CEA/CSD City MOU has become effective upon ratification by (a) CEA membership, at an election held in accordance with CEA by-laws on 5/23/2023, and (b) CSB, at a board meeting held in accordance with Board policy and procedures on 5/10/2023.

CHRISTINA EDUCATION ASSOCIATION

[Signature]
By: David Kohan
Its: President

CHRISTINA BOARD OF EDUCATION

[Signature]
By: Keeley Powell
Its: President