

**Christina Education Association
Christina School District
Memorandum of Understanding
August 26, 2020**

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”.

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 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;

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

Effective Date

The Parties agree that this New CEA MOU shall only become effective upon ratification by (a) CEA membership, at an election to be held in accordance with CEA by-laws on or before **9/1/2020**, and (b) CSB, at a board meeting held in accordance with Board policy and procedures on or before **9/8/2020**.

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.

Term of this Agreement

The Parties agree that this New CEA MOU shall remain in effect for the duration of the current COVID-related State of Emergency but in no event shall extend beyond the 2020-2021 school year absent written agreement by the parties.

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.

Specific Language in the agreement is modified as follows:

Article 1 - Recognition

1:2.6 A "Traditional Learning Model" shall mean the "in-person" learning model developed during a non-pandemic time period.

1:2.7 A "Remote Learning Model" shall mean that school buildings are closed as directed by the District/re-opening teams and learning is done solely by virtual methods.

1:2.8 A "Hybrid Learning Model" as directed by the District/re-opening teams shall mean the combination of an in-person model and a remote learning model. This definition shall encompass solely remote, solely in-person, or a combination of remote and in-person.

1:2.9. A "Virtual Learning Model" as directed by the District/re-opening teams shall mean that students will work remotely for the duration of the school year and will not receive instruction and services within the physical school building.

1.2.10. A "Virtual Teaching" shall mean the "computer based" learning model developed during the pandemic time period with a caseload of virtual learners for the 2020-2021 school year.

Article 4 – Employee Rights

4:3.1 An employee who is required to appear before the Board or an agent thereof for disciplinary reasons (written reprimand, suspension, termination) shall be given prior written notice. The letter will contain the date(s) of the incident(s) and specific reason(s), such as "Professional Responsibilities related to ___ and to the incident(s) of ___ ". Any topic not included in the letter will not be covered at said meeting unless agreed to by the employee. If not agreed, it will be discussed at a later date after proper notice has been given. The parties agree that 48 hour meetings will not be scheduled the day before a holiday. An employee required to appear in this instance shall be entitled to have an Association Representative present during such a meeting and any follow-up meeting that is held. With prior notice, an additional Association member may attend the meeting for training purposes or due to his/her area of expertise. The parties agree that 48-hour meetings may be postponed 24 hours in order for the employee to secure representation. All such meetings may be held remotely based on current school reopening status or "in-person" as agreed upon by all parties involved. During a

pandemic situation or other extenuating circumstances when public health is in question, no employee shall be required to attend an “in-person” meeting if they are in a high-risk population as determined by their personal physician.

4:3.3 Sections 4:3.1 and 4:3.2 do not preclude informal discussion with an employee by a member of the administrative staff pertaining to the employee's performance at his/her work location. Time and location (remote or in-person) of such meeting should be agreed upon by the employee and the administrative staff.

4:4 No employee shall be disciplined, reprimanded orally or in writing, or reduced in pay except for just cause. Any such action will be conducted in a private meeting or email. Time and location (remote or in-person) of such meeting should be agreed upon by the employee and the administrative staff.

4:5.1 Where an employee is suspended for disciplinary reasons and that suspension is not revoked through the grievance procedure, an amount of pay equal to the number of days of said suspension shall be deducted from said employee's pay. If the number of remaining pay periods permit, no more than one day's pay in any one pay period shall be deducted from the employee's pay. If an employee leaves employment of the District before the completion of the grievance procedure, if used, the employee's pay will be deducted in the last paycheck of the employee. If suspension is subsequently revoked the District shall return any monies to the employee. When an employee has been placed on administrative leave for a period of more than two (2) months, and is scheduled to return, the employee may request a re-entry meeting. This meeting may be virtual. The request shall include the identification of the re-entry issues the employee would like to address. The issues should be provided to the building/ program administrator and Human Resources 24 hours prior to the official meeting. The re-entry discussion shall occur after the 48-hour meeting topics are discussed and will not be disciplinary in nature. The meeting may include an Association Representative and a Human Resource Representative.

4:6 Teachers are required to keep a comprehensive gradebook, inclusive of all grades given to students that are used to calculate a marking period grade. Teachers shall have the responsibility for determining grades within the grading policy of the District. Only the principal, with the approval of his/her immediate supervisor, or the school counselor with the approval of the principal, shall have the right to change a grade and shall (1) if an employee is available within a reasonable amount of time, consult with the teacher before making the change, (2) as soon as possible inform the teacher in writing of his/her right to file a disclaimer of responsibility for the grade, and (3) provide in writing a reason for the grade change, one copy to be given to the

teacher. A statement will be included in the electronic file noting the administrator or counselor making the change and the date the change occurred. During the Remote, Hybrid, and Virtual Learning Model phases, alternative grading methods may be agreed upon in writing between the Teaching and Learning building team and the District team based on the needs of the grade level and/or the department unless otherwise directed by the Superintendent or designee. These methods may be shared for district-wide implementation.

4:6.1.2 Due to the complex nature of instruction during the Remote, Hybrid, and Virtual Learning Model phases, one full day per marking period will be allocated for the purpose of reporting and grading . During the Traditional Learning Model, one half day per marking period will be allocated for the purpose of reporting and grading with the other half dedicated to professional development. Such days shall be set by the District and will occur on in-service days between the first student day and the last student day in conjunction with the grade reporting window between marking periods. This will take effect for the 2020-2021 school year.

4:8 PARENT CONFERENCES -Efforts should be made to schedule conferences at mutually agreeable times and to provide at least 24 hours notification of the conference. Conferences may be held virtually or by telephone depending on the current school reopening status or unless otherwise agreed upon by all parties or the State of Emergency has been lifted.

4:8.1 When the parent/guardian indicates a desire to attend a conference with a community/legal representative the building administrator shall be responsible for scheduling and attending such a conference. The employee shall have the right to bring an Association representative. This conference may be held virtually or by telephone depending on the current school reopening status or unless otherwise agreed upon by all parties or the State of Emergency has been lifted.

.4:10.3 If, in the judgment of an employee's immediate supervisor, an employee has physical hygiene issues or is not appropriately groomed or dressed for duty, then the immediate supervisor may direct the employee to leave District premises or discontinue remote teaching until he/she has resolved such issues and can report to work as expected. Any time away from duty is to be charged to the employee's appropriate paid or unpaid leave.

4:11.4 The balance of student load, number of preparations and duties shall be considered in student assignments. The number and complexity of students in the program assigned for remote vs in-person learning will be taken into consideration upon

balancing staffing equity needs, during the Hybrid and Virtual Learning Models. If teachers have concerns with their student caseloads, they may follow the procedure outlined in 27:3 language.

4:13 Buildings are open for teachers who wish to teach from a school classroom, even if such teachers are not required to teach in the physical building. Teachers will be required to return to the school building prior to their student cohort(s).

4:14 No employee shall be required to make home visits alone or without proper COVID safety measures in place during the visit.

Article 8 – Maintenance of Classroom and Discipline

8: 1.1 When in the judgment of an employee a student requires the attention of the principal, assistant principal, counselor, psychologist, or other specialist, the employee shall inform the principal or his/her designee. The principal or his/her designee will assess the information relayed and confer with the teacher or other appropriate staff as necessary. When the employee advises the principal or his/her designee in writing of the matter, the principal or designee shall advise the employee in writing of the disposition of the matter. If in the judgment of the principal/designee and/or the teacher, a conference is desirable, the principal/designee and/or the teacher shall arrange, within five (5) working days, for a meeting among the appropriate parties to discuss the problem and to decide upon appropriate actions for its resolution. During the Remote, Hybrid, and Virtual Learning Models, the conference may take place in a virtual setting unless otherwise agreed upon by all parties involved.

8:2.1 In accordance with Board Policy/Student Manual/Behavior Student Referral Process, an employee may remove from his/her class, or wherever disruptive behavior occurs, including cyberbullying of an employee, a student whose misbehavior or disruptive behavior makes the continued presence of the student in the classroom intolerable or detrimental to the other students. In a traditional setting, the students shall be directed to an area designated by the building administrator. A student so excluded shall be returned to class only after appropriate action in accordance with the Student Manual has been taken. In virtual classroom situations, the student will have microphone/camera privileges restricted until appropriate action has been taken as determined by the Student Manual or alternative restorative practice agreed upon with the building administration.

8:2.2 When disciplining students, the building administrator or his/her designee shall take appropriate action in accordance with any existing behavior plan and as specified

by the Student Manual or alternative restorative practice agreed upon with the building administration. During Remote, Hybrid, and Virtual Learning Models, such action may take place virtually or by telephone. Employees shall be informed within five (5) working days as to what action the administrator or designee has taken.

8:4 The Board and Association shall maintain an on-going discipline committee. This committee may be held virtually, as needed.

Article 10 – Protection of Employees, Pupils, and Property

10:0 The District will make every attempt to ensure the safety of all students and staff. Before staff physically return to the school buildings, the District shall ensure that they have provided an adequate supply of personal protection equipment (PPE) for every teacher and student and the proper COVID safety measures are in place according to the guidelines of the Center for Disease Control (CDC) and the DDOE guidance for “Returning to School” such as but not limited to hand sanitizing stations, a COVID isolation room, CDC signage, and social distancing protocols. The Association President/designee will serve on all reentry committees.

10:1.2 At the beginning of the school year, current emergency procedures will be reviewed with employees and they will be provided ongoing access to these written procedures in order to respond effectively to potential life-threatening situations. Before teachers and students return to the school building for the Hybrid Learning Model, teachers should be trained in safety measures as recommended by the Center for Disease Control (CDC) and the DDOE guidance for “Returning to School” in regards to COVID-19.

10:1.2.2 Teachers teaching from classrooms (within the same student cohorts) shall perform light cleaning as directed for purposes of disinfecting frequently used surfaces and materials/manipulatives used for teaching and learning between uses by students. Wipes and/or spray will be made available by the District.

10.1.4 Employees will be tested for COVID illness prior to in-person working into a school building. Testing will occur following the protocols established by State or District. Employees, with a legitimate health or safety reason will not be mandated or reprimanded for not participating in the COVID testing. The testing shall not occur at the expense of the employee. Results will be given to the employee in a timely manner. A positive result may be reported to the Delaware Division of Public Health who may take actions as a result in the interest of public health.

Article 12- Employment

12.5 All openings for positions in the evening school, summer school, pandemic-related shifts, and pandemic-related 10 month virtual teaching positions and other similar programs shall be posted in each school building at least **five (5)** calendar days prior to the application deadline.

12:5.2 During Remote, Hybrid, and Traditional learning models, employees who apply for pandemic-related shifts and/or pandemic-related 10-month virtual teaching positions, should be properly certificated and shall be given preference based on the following identifiers in order from greatest to least priority:

1. Needs of students and District
2. Employee ADA identified health concerns (properly documented)
3. Employee Child-care needs (properly identified)
4. Seniority
5. Lottery

In the event that there are more positions than applicants, the District will move to an outside applicant pool. Individuals will not be removed from their current seniority lists for the above defined teaching positions. Should a teacher disagree with the outcome, a teacher will appeal to the Human Resources and should it need further review, appeal through the Union President/designee to Superintendent/designee. Individuals will not be removed from their current seniority lists for the above defined teaching positions. If an employee is selected for a virtual or online program (pm shift/virtual) or is reassigned because of staffing needs during the Remote, Hybrid, or Virtual Learning Models, he/she will be allowed to return to his/her original assignment he/she held prior to the accepting the temporary pandemic position. Seniority will continue to accrue.

Article 13 - Employee Work Year

13:1 The work year for employees employed on a ten-month, eleven-month or twelve-month basis shall not exceed the State/District funded days regardless if it is done in a Traditional, Remote, Hybrid, or Virtual Learning Model. City Teachers have 10 extra instructional days annualized. Should the District decide to initiate a "year-round school program", it shall meet with representatives of the Association to develop the procedures necessary to implement the program including the voluntary assignment of employees. If during the term of this contract, the State mandates additional days or hours, the parties will meet to discuss Article 25.

13:2 The above stated maximum number of work days for each category may be extended three (3) additional days for new employees for the purpose of orientation and

in-service education. The association will be allocated two hours for an orientation breakfast. This event may take place in person or remotely.

Article 14 – Transfers

14:1.2 If it becomes necessary to reassign staff within a building, the principal shall first solicit and consider volunteers. During the Remote and Hybrid Learning Models, the District will identify temporary pandemic-related teaching positions for shifts other than the normal school hours and 10-month virtual teachers. The District will solicit and consider volunteers . From those volunteers, employees who are properly certificated for pandemic-related teaching positions shall be given preference based on the following identifiers in order from greatest to least priority:

1. Needs of the students and district
2. Employee ADA identified health concerns (properly documented);
3. Employee Child-care needs (properly identified);
4. Seniority
5. Lottery

In the event that there are more positions than applicants, the District will move to an outside applicant pool. Individuals will not be removed from their current seniority lists for the above defined teaching positions. Should a teacher disagree with the outcome, a teacher will appeal to the Human Resources and should it need further review, appeal through the Union President/designee to Superintendent/designee. Individuals will not be removed from their current seniority lists for the above defined teaching positions. If an employee is selected for a virtual or online program (pm shift/virtual) or is reassigned because of staffing needs during the Remote, Hybrid, or Virtual Learning Models, he/she will be allowed to return to his/her original assignment he/she held prior to the accepting the temporary pandemic position. Seniority will continue to accrue.

Article 15 - Employee Appraisal

15:2 The state approved appraisal system shall be the official system used to appraise employees. All administrators doing teacher appraisals will be trained according to State procedures. During the Remote, Hybrid, and Virtual Learning Models, the District shall evaluate teachers in accordance with the State appraisal guidelines updated specifically for the pandemic State of Emergency mandated by the Governor. For all observations and walk-throughs, the administrator will make their presence known, upon arrival, should the platform not consist of a waiting room feature. Notwithstanding the foregoing, the District shall not send a representative physically to a teacher's home for purposes of evaluations.

15:7 Employees may suggest alternative or additional times for formal observations because of classroom activities. No unannounced formal or short observations shall be done two days before or after the winter holiday break and the spring holiday break. No formal observations, announced or unannounced, should occur for a teacher during his/her office hours.

Administrators should be present in any lesson being used as a formal observation. Video recordings may be included in an employee's observation or evaluation only with agreement by the employee.

Article 19 – Time Requirements

19:2 The employee may leave the building during duty-free lunch and planning and preparation time according to a reasonable procedure established by the building administrator. During Remote and Hybrid Learning Models, employees are not required to be online during duty-free lunch and individual planning and preparation time.

19:3 Employees shall have a daily thirty (30) minute duty-free lunch period in addition to planning and preparation time. During Traditional Learning Model, such lunch period shall occur during the time scheduled for student lunches except in schools where there is only one student lunch period. During the Remote or Hybrid Learning Models, an employee and the building administration will discuss and agree on such lunch period that best fits the student and employee assigned schedule.

19:4 The employee's normal traditional in-school workday shall be seven and one-half continuous hours and shall normally fall between the hours of 7:00 AM. and 4:30 P.M. Except in schools that have a six hour student day, the time required shall be governed by adding sixty minutes to the student day in the specific work location and may be divided before or after the student day in a manner best suited to building operations. During the Remote and Hybrid Learning Models, the employee's teaching workday will continue to be seven and one-half hours, but may be on a flexible (am/pm/virtual) schedule upon written agreement between the employee and the district administration. Time spent working from home during these models will be mutually agreed upon between teacher and administrator, and be considered as time attended to teaching duties. Teachers working from home must adhere to designated schedules agreed upon by the building level teams unless flexibility is needed at which time, a discussion between the teacher and the building administration shall be held to determine what schedule would be best. Should the State require an increase in the student day, then the employees normal in-school workday shall be increased the same amount of time. Should the District determine the need to go to "split sessions" in

some building(s) it shall meet with representatives of the Association to develop the procedures necessary to implement the program.

19:4.1 In addition to the in-school day set forth above, employees agree to direct their major effort toward activities which promote the educational process and which are necessary to clarify school business or provide professional growth. Recognizing that circumstances may vary from school to school, the Board and Association agree to the following needs:

(a) Those meetings necessary to fulfill requirements for Middle States or State Department of Education school evaluations, which are in addition to those held during the school day.

(b) Two professional meetings per month; e.g., building faculty, department, building committee, or grade level meetings. Such meetings shall be held on the same day of the week as established by the Superintendent. These meetings may be held virtually, as needed.

(c) Those essential meetings necessary beyond paragraph (b) to resolve critical school problems, but not to exceed a total of four (4) per month for combining paragraphs (a), (b), and (c).

(d) These meetings shall take place before or after the pupil day and shall not exceed sixty (60) minutes except in cases of emergency. Meetings held before school shall begin no earlier than sixty (60) minutes before the beginning of the pupil day. After-school meetings shall begin no later than twenty (20) minutes after the end of the pupil day. These meetings shall not be on Friday or the day preceding a holiday except in an emergency. During the Remote and Hybrid Learning Models, these meetings shall be scheduled with flexibility as to what best fits the majority of the staff assigned class schedules. During a pandemic situation or other extenuating circumstances when public health is in question, no employee shall be required to attend an "in-person" meeting if they are in a high-risk population as determined by their personal physician.

(e) A calendar for the District and for each building shall be established by September 1 of each year which will include the normal events affecting staff. This provision will be waived if under a State of Emergency and the date will be reset to 30 days following the end of the State of Emergency. These calendars shall be established in cooperation with employee representatives selected by the Association. In the event other activities are scheduled which involve

employees, notice shall be given as far in advance as possible. During a pandemic situation or other extenuating circumstances when public health is in question, no employee shall be required to attend an “in-person” meeting if they are in a high-risk population as determined by their personal physician.

19:4.3 The Association and the Board agree that as a professional, each employee is expected to devote to his/her assignment the time necessary within and beyond the normal in-school day to meet his/her professional responsibility. It is understood that employees shall not be expected to attend more than two (2) open house or similar activity per school year whether they are virtual or in-person. During a pandemic situation or other extenuating circumstances when public health is in question, no employee shall be required to attend an “in-person” meeting if they are in a high-risk population as determined by their personal physician.

19:5.1 Elementary Schools

Teachers shall, in addition to their lunch period, receive 225 minutes of planning and preparation per week, with the exception of teachers within the present half-day program, this time shall be in blocks of at least 30 consecutive minutes (during the pandemic situation in Virtual, Remote or Hybrid models 45 consecutive minutes will be required), within the allowable contracted work hours. During this time teachers will not be assigned to any other duties. Except in the case of an emergency, no teacher will lose his/her planning or preparation time. Planning time for the purpose of coordinated and collaborative planning will not exceed 45 minutes per week. During the Virtual, Remote, or Hybrid models, additional time may be provided for Professional Learning Communities which does not impact the 225 minutes of individual planning time per week. The time and day of the weekly PLCs should be coordinated collaboratively with the teachers. A final decision about the time and date will be made by consensus. In the case of a tie, the building administrator may use the time deducted from the two meetings referenced in Article 19:4.1 (b) to balance any missed planning time. The planning time for the purpose of coordinated and collaborative planning (PLCs) is in addition to the 225 minutes of planning and preparation time. During the Remote and Hybrid Learning Models, teachers will set 60 consecutive minutes as their office hours during the hours of 7:00a.m. - 4:30p.m. Such time will be agreed in writing by both the building administrator and the teacher based on the best fit for the teacher and the students. IEP/Eligibility/Child Find/504/PLCs may be scheduled during the office hour. If the above mentioned is unable to occur, then it is the responsibility of the employee to address the issue with the building administrator.

Secondary Schools

Teachers shall, in addition to their lunch period, receive 225 minutes of planning and preparation per week. With the exception of teachers teaching within a half day

position, this time shall be in blocks of at least 45 consecutive minutes, within the allowable contracted work hours, during which teachers will not be assigned to any other duties. Except in the case of an emergency, no teacher will lose his/her planning or preparation time. Planning time for the purpose of coordinated and collaborative planning will not exceed 45 minutes per week. During the Virtual, Remote, or Hybrid models, additional time may be provided for Professional Learning Communities which does not impact the 225 minutes of individual planning time per week. The time and day of the weekly PLCs should be coordinated collaboratively with the teachers. A final decision about the time and date will be made by consensus. In the case of a tie, the building administrator will make the final decision. Meetings beyond the contracted work hours will not exceed 120 minutes per month. The building administrator may use the time deducted from the two meetings referenced in Article 19:4.1 (b) to balance any missed planning time. The planning time for the purpose of coordinated and collaborative planning (PLCs) is in addition to the 225 minutes of planning and preparation time. During the Remote and Hybrid Learning Models, teachers will set 60 consecutive minutes as their office hours during the hours of 7:00a.m.- 4:30p.m. Such time will be agreed in writing by both the building administrator and the teacher based on the best fit for the teacher and the students. IEP/Eligibility/Child Find/504/PLCs may be scheduled during the office hour. If the above mentioned is unable to occur, then it is the responsibility of the employee to address the issue with the building administrator.

19:5.2 Elementary expressive arts teachers and all other employees shall receive 225 minutes per week of planning and preparation time. Such time shall be in periods of at least 30 consecutive minutes (during the pandemic situation in Virtual, Remote or Hybrid models 45 consecutive minutes will be required), within the workday. During the Virtual, Remote, or Hybrid models, additional time may be provided for Professional Learning Communities which does not impact the 225 minutes of individual planning time per week. Expressive Arts and other teachers who must travel to perform their assignments shall be provided a reasonable time to travel.

19:5.3 Except in an emergency (such as, but not limited to, building closing, early dismissal, lack of substitutes, and/or conditions of health or unsafe working conditions), no employee shall lose his/her planning and preparation time. Employees will not be required to attend a meeting during planning/preparation time unless given 24 hours notification. Group meetings shall not be regularly scheduled during the 225 minutes per week planning and preparation time, i.e. Department meetings, Team meetings, grade level meetings. During the Remote and Hybrid Learning Models, such meetings may be virtual and no employee shall be required to attend an "in-person" meeting if they are in a high-risk population as determined by their personal physician. IEP/Eligibility/Child Find/504/PLCs may be scheduled during the office hour. If the above mentioned is

unable to occur, then it is the responsibility of the employee to address the issue with the building administrator. Note: If an employee loses his/her planning and preparation time except as covered in this article, the employee will be provided planning time outside of the student day by mutual agreement with the building administrator.

19:5.4 Building schedules will be created at each school, which assure that passing time does not reduce the time employees are afforded for lunch and planning time. During the hybrid/in-person learning period of the pandemic, passing time will adhere to CDC guidelines and best practices in which to ensure safety for students and staff.

19:9 Where a departmentalized schedule is utilized the building principal shall make a reasonable effort to limit the number of each employee's teaching preparations per day. During the Hybrid Learning Model, the number of students assigned for remote vs in-person learning will also be taken into consideration.

19:10 Whenever possible all notices to delay or cancel school openings shall be transmitted not later than 6:00 A.M. for announcement over radio stations, the District's Internet site, and other media. In the event of delayed openings employees are expected to arrive at work as early as possible taking into consideration the reasons for the delay and the distance traveled. During the Remote and Hybrid Learning Models, weather-contingency days may be considered as Remote Learning workdays unless otherwise noted to be non-work days by the Superintendent. Employee workdays will not exceed 188 unless otherwise mandated by the State.

19:11 Reasonable effort shall be made to limit a classroom teacher's placement to not more than two buildings. During the Hybrid and/or Virtual Learning Models, the number of students assigned for remote vs in-person learning will also be taken into consideration.

19:12 All teachers shall maintain up-to-date lesson plans. Such plans shall be made available to the administrator upon request. No teacher shall be required to submit daily or weekly lesson plans, unless mandated by an improvement plan. In the event a teacher is absent, instructional plans for three (3) days in advance must be available for the substitute teacher. During the Remote, Hybrid, and/or Virtual Learning Models, it is understood that there may be an expectation for all lessons conducted through Zoom, Big Blue Button or other similar conferencing tool to be recorded and made available to students for asynchronous learning. The District shall make every effort to utilize secured learning and document management platforms. If the student does not have proper internet access, technology, or ability during the Remote, Hybrid, and/or Virtual Learning Models, alternative learning methods will be discussed between the classroom teacher and the Building/District administration for that student(s).

Article 20 - Facilities and Supplies

20:1.16 Prior to moving into the Hybrid Learning Model, the air filtration and flow in each classroom/office space should be as recommended by the DDOE guidance for "Returning to School" in regards to COVID-19.

20:1.17 The District shall provide information in writing describing how air is being circulated and filtered in a usable space of a building upon request. When modifications are made to the space(s), employees will be given updated information.

Article 22 – Professional Development and Educational Improvement

22.1 The Board and Association agree that professional development is important to the maintenance of strong public education and jointly agree to promote professional development which supports systemic change. To prepare for a more efficient, effective Remote, Hybrid, and Virtual Learning Models, the Board and Association also agree that additional professional development will be needed for employees in the use of required technology and online learning techniques.

22.2 The Board and Association shall maintain an on-going Professional Development Committee. Throughout the Remote and Hybrid Learning Models, this committee is working alongside the Teaching and Learning Committee. See Article 32. This committee may be held virtually, as needed.

Article 24 - Technology

24:5 Employees will have access to appropriate technology and are permitted to take technology home to provide remote instruction to students whether they are in the classroom or at home. Considerations should also be given to devices that their students are using.

Article 27 - Class Size

27:2.1 The balance of student load, number of preparations and duties shall be considered in student assignments. In addition, the number and complexity of students in the program assigned for remote vs in-person learning will be taken into consideration upon balancing staffing equity needs, during the Hybrid and Virtual Learning Models. If teachers have concerns with their student caseloads, they may follow the procedure outlined in Article 27:3.

Article 30 - Resident Advisors

30:1 During Remote, Hybrid, and Virtual Learning Models, Residential Advisors shall be assigned to assist The Brennan School classrooms. They will be afforded the same rights as outlined in the current Collective Bargaining Agreement and the COVID Memorandum of Understanding (MOU) as a classroom teacher during this period.

Based on the nature of Resident Advisors' positions certain sections of this Agreement are not valid. In addition to the sections listed below there may be other sections of the Agreement which may not reasonably apply.

- Section 8:2.1
- Section 10:7
- Section 19:2
- Section 19:4
- Section 19:4.4
- Section 19:5.1
- Section 19:5.2
- Section 19:5.3
- Section 19:5.4
- Section 19:10
- Section 20:1.7
- Section 20:1.12

CHRISTINA EDUCATION ASSOCIATION



By: Darren Tyson, M.Ed
Its: President

CHRISTINA BOARD OF EDUCATION



By: Daniel Shelton, Ed.D
Its: Executive Secretary

CHRISTINA BOARD OF EDUCATION



By: Keeley Powell, Ed.D.
Its: President