

**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, along with the Delaware Department of Education and the Office of the Governor, are parties to a memorandum of understanding directed to improving the educational, social, emotional and health outcomes of the children and families of Wilmington (the "Wilmington MOU");

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 Wilmington 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 MOU;

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 September 15, 2018, and (b) CSB, at a board meeting held in accordance with Board policy and procedures on or before September 15, 2018.

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 terminate at the conclusion of the 2020-2021 school year, unless extended by a written agreement signed by each of 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.

School Year

Bancroft, Bayard and Stubbs for grades K-8 will have an extended school year not to exceed 20 additional instructional days. Teachers who are required to work additional days pursuant to this section will be paid their per diem rate.

Selection of Administrators

A recommendation to the Board will be made at the November Board meeting for the building level administrator(s) for the city schools. The association will be notified of the Board's decision of the identification of building administrators prior to the selection process of the city school teachers.

Current City Teachers

Teachers who are on an initial or continuing license and are currently employed in a city school by the Christina School District, on a permanent contract, will be able to remain at one of the city schools starting in the 2019-2020 school year unless otherwise terminated pursuant to Title 14, Chapter 14. Teachers on temporary contracts would apply as an external applicant.

To express an interest in changing grade level/content, a teacher may email their current principal to notify them of the desire by the close of business on December 14, 2018.

Current city teachers on a permanent contract who have selected to remain in the city schools will receive a communication through District email including their building assignment, grade level band (primary, intermediate, secondary) and content area by January 11, 2019. The specific grade level assignment will be confirmed once the majority of teachers have been identified for the school.

Staff who select to remain in the city will be asked to sign a letter of commitment within 10 calendar days (excluding state, federal, and religious holidays) of receiving his/her assignment letter to verify their willingness to work in the city. The letter will confirm their agreement to remain at the school for two (2) academic years. In order to be eligible to receive a commitment bonus, an employee must sign a letter of commitment.

The District and CEA agree to the concept that every effort will be made for the teachers to follow their students.

Transfer Language for All Other District Teachers

Teachers who are on an initial or continuing license and are currently employed in a non-city school by the Christina School District, on a permanent contract, will have the opportunity to be considered for a position in one of the city schools beginning in the 2019-2020 school year. Teachers on temporary contracts would apply as an external applicant. Non-city teachers currently on improvement plans for DPAS components 1, 2, and/or 3 will not be eligible for consideration.

Requirement for a position within the city schools:

- Letter of Interest detailing employee's school choice, position(s) and grade level.
- A selection team comprised of City Administration and 2 members of the CEA Executive Board Team will consider a candidate's evidence of student growth based on Teacher, District and State assessments, produced by the candidate
- Interview with the selection team

Current non-city teachers who have been offered a position in a city schools will be notified in writing through District email. The communication will include building assignment, grade level band (primary, intermediate, secondary), and content area for the position offered. The specific grade level assignment will be confirmed once the majority of teachers have been identified for the school. Employees who are offered a position will have three (3) working days (72 hours) to accept or decline the offer from when the offer was received.

Staff who are selected will be asked to sign a letter of commitment within 10 calendar days (excluding state, federal, and religious holidays) of accepting the offer to verify their willingness to work in the city. The letter will confirm their agreement to remain at the school for two (2) academic years. In order to be eligible to receive a commitment bonus, an employee must sign a letter of commitment.

Current non-city teachers who decline the offer will remain in their current position subject to the terms of the Collective Bargaining Agreement (CBA) and Delaware Law.

Current non-city teachers who have applied for a city position, but are not selected, may request the reason for non-selection in writing.

This process for non-current city teachers will start by January 11, 2019 and will conclude by February 8, 2019.

External Candidate process

External Candidates will be required to apply through the District's online application system. External candidates can be considered for a city school position after all current non-city teachers on a permanent contract have been considered and notified of their status. The Teacher Fit score will be considered when selecting candidates to interview.

Candidates who are offered a position will have three (3) working days (72 hours) to accept or decline the offer.

Candidates who are selected will be asked to sign a letter of commitment within 10 working days of accepting the offer. The letter will confirm their agreement to remain at the school for two (2) academic years. In order to be eligible to receive a commitment bonus, an employee must sign a letter of commitment.

Layoff Exemption

Teachers who have signed a letter of commitment to work in a city school beginning the 2019-2020 school year will be exempt from any reduction in force that may occur in the Spring of 2019 and the Spring of 2020.

Seniority Roster

The 2020 Seniority Roster will be modified to include separate categories for teachers who have been selected and signed the commitment letter to work in a city school (Elementary-City, Art-City, Math-City, etc.).

Unassigned/Excessed and Voluntary Transfers

Teachers who are declared unassigned/excessed from a suburban school will not be placed in a city school. However, they can be placed in an open position at other Christina schools outside the city according to the process outlined in the CBA.

Planning and Preparation Time

All city teachers in grades 1-8 shall, in addition to their lunch period, receive 225 minutes of planning and preparation per week 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. Any time lost from a teacher's planning minutes during the week, due to extenuating circumstances, will be given back based on mutual agreement. Each month, on a rotational basis, each city teacher in grades 1-8 shall receive an additional 90 duty-free minutes dedicated to planning, professional development, coordinated and collaborative planning (PLCs), data recording, or a combination of these. The content of the Professional Development or PLCs should be coordinated collaboratively with the Teacher Leadership Team and have a direct correlation with increasing achievement levels. 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 PLCs is in addition to the 225 minutes of planning and preparation time.

If concerns related to equitable class schedules, class sizes, staffing assignments, caseloads or preparation times arise, the building administration will schedule a meeting to discuss the concerns with the individual teacher and/or building representative. If the issue is not resolved, the concern will be discussed with the Teacher Leadership Team.

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 I) 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 procedure for selection of Teacher Leadership Team members. At least one representative from each grade level, expressive arts, and specialists in the building shall be selected through this procedure and shall be a member of said Teacher Leadership Team.
- (b) Selection procedures shall be communicated to all staff members and parents and filed at the Administration Building and the Association. This procedure shall be in place and filed by September 30th.

- (c) All activities of the Teacher Leadership Team shall be posted or distributed in writing by the recorder for the Teacher Leadership Team by the end of each month.
- (d) If a vacancy on the Teacher Leadership Team occurs during the school year, there shall be a building-wide vote to determine who will fill that vacancy based on the categories listed above in section (a).
- (e) Every attempt shall be made to include the Teacher Leadership Team 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 Teacher Leadership Team. 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 Teacher Leadership Team 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 Association will have representation on any District committee dealing with Shared Decision Making/Restructuring.

The items for consideration for the Teacher Leadership Team may include, but are not limited to, the following categories:

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

Technology

Each city teacher in grades K-8 shall have a SMARTboard and will receive training on its usage.

Each city teacher in grades K-8 shall have a desktop computer and/or a laptop for his/her individual use in the classroom.

Each city teacher in grades K-8 shall have a working phone and/or a walkie talkie along with a list of building extensions.

Incentives starting the 2019-2020 School Year for Bancroft, Stubbs, and Bayard

- Part-time reported time lunch and recess monitors will be provided for Bancroft and Bayard.
- One Reading and Math Intervention Teacher will be provided for Bancroft and Bayard.
- Standard supplies based on a pre-determined list based on grade level/content area will be provided for each city teacher in grades K-8.
- Each city teacher in grades K-8 shall have the opportunity to order up to \$250 of additional supplies through the District established purchasing process.
- A School Resource Officer or qualified alternative will be provided for Bancroft and Bayard.
- Participation in available professional development provided by the Delaware Department of Education will continue in Trauma Informed Schools, Self-Care and Restorative Justice for city teachers in grades K-8.
- Permanent substitute teacher for Bancroft and Bayard through the District approved substitute service.
- A crisis response team and procedures used by this team shall be established by the building Teacher Leadership Team in each building.
- The District shall maintain class sizes for grades K-3 between 15-18 students.

TUITION REIMBURSEMENT

The District shall allocate \$20,000 per school year for the length of this agreement for city teachers in grades K-8 to receive tuition reimbursement if full reimbursement is not made through the critical needs scholarship or funds made available through Article 25:12 in the CEA Negotiated Agreement:

25% of the total allocation shall be for reimbursement of summer semester courses;

25% of the total allocation shall be for reimbursement of fall semester courses;

25% of the total allocation shall be for reimbursement of winter semester courses;

25% of the total allocation shall be for reimbursement of spring semester course.

Reimbursement will be available for credit generating course work related to PreK-12 education. District approval must be received for the desired course prior to beginning classes. Approval would require submission of a Tuition Reimbursement Form and a course description from the university/college catalog or website.

The reimbursement amount will be calculated by dividing the funding designated for the semester (\$5,000) by the number of employees submitting a request for reimbursement for courses during this semester. The reimbursement amount will vary based on the number of employees participating each semester and may not result in coursework being reimbursed in whole, depending on the number of teachers seeking reimbursement.

Tuition payment reimbursements shall be processed using the State Financial System. The District will adhere to guidelines set by OMB. Employees will be required to follow the District's personal reimbursement procedure and required to submit a receipt for the tuition paid and a transcript demonstrating a final minimum grade of a B or better.

At no point shall a teacher receive reimbursement of funds that exceeds the amount paid for tuition.

Commitment Bonus

Each city teacher in grades K-8 who signs a letter of commitment to work in a city school for two years will receive a one-time commitment bonus of \$4000.00 which shall be divided into two (2) payment installments within the 2019/2020 academic year. The payment timeframe will be November 2019 and May 2020.

If a K-8 employee does not remain at Bancroft, Stubbs, or Bayard for the entire 2019-2020 and 2020-2021 school years, the commitment bonus amount will be prorated monthly (181.82) based on the time the individual is employed during the time of commitment. If the employee leaves before they receive the first installment of the bonus, the district agrees to pay the employee the portion of the bonus for the months that employee was employed. If the employee has already received the bonus in advance of his/her departure from Bancroft, Bayard, or Stubbs, the employee will only be responsible for reimbursing the District for the amount owed based on the number of months 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.

City Wage Tax

City K-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.



Superintendent
Christina School District

9/28/2018
Date



Board President



President
Christina Education Association

9/15/18
Date

9/28/18
Date

