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 word, "teacher" in this document and in the existing CBA is defined as certificated non-administrative employees such as classroom and related arts teachers, school nurses, and specialists (counselors, psychologists, education diagnosticians, speech pathologists, etc) including those in Special Programs such as DAP and REACH. The Bayard staff will be housed into 2 different buildings (Sarah Pyle Academy and Pulaski). It will be understood that the word, "Bayard", is inclusive of the staff in both buildings.

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 May 5, 2021, and (b) CSB, at a board meeting held in accordance with Board policy and procedures on or before May 12, 2021.

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 2022-2023 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 PK-8 will have an extended school year not to exceed 10 additional instructional days. Teachers who are required to work additional days pursuant to this section will be paid their per diem rate. City teachers will be provided one full day of grading and reporting at the end of each marking period. The last full grading day in the fourth marking period will be no more than 10 days before the last student day in 2022, but no more than 5 days before the last student day in 2023.

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 2021-2022 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 May 4, 2021.

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 May 11, 2021. 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/their 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 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 2021-2022 school year. Teachers on temporary contracts would apply as an external applicant.

Requirement for a position within the city schools:

- Letter of Interest detailing employee’s reason for coming into the city, 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 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 the retention 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 April 16, 2021 and will conclude by April 30, 2021.

**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 the retention 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 2021-2022 school year will be exempt from any reduction in force that may occur in the Spring(s) of 2021 and 2022.

**Seniority Roster**

The 2021 and 2022 Seniority Rosters 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 the process outlined in the CBA.

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. To ensure that teachers will receive 45 minutes of individual planning per day, fifteen minutes shall be added to the teacher’s contractual day. The total hours of the teacher day shall be 7.75 hours. The teachers shall receive compensation for this extra time at their per diem rate. This time shall be included as part of the 10 days in “School Year” section of this document. 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 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 building administrator. 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.

Professional Learning Communities (PLCs) and Other Meetings

There will be a 45-minute period provided in the teacher contractual day for either scheduled PLCs, IEPs, building-level meetings, or teacher Professional Development (PD). The schedule for these various PLCs, PDs, and meetings will be developed by the BLT by October 1.

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 (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 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 2021 school year and the 2022 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. If necessary, the BLT can meet no more than 4 times during the summer months to prepare for the following school year. 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.
If there are individual concerns related to equitable class schedules, class sizes, staffing assignments, caseloads or preparation times, the building administration will schedule a meeting to discuss the concerns with the individual teacher and/or building representative.

Technology
Each city teacher in each building who has a class roster/caseload in eSchool or DSC* shall have a fully functioning 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 functioning 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 private working District phone along with a list of building extensions by the first school day for staff.

Related Arts
Students in the city schools, in grades PreK 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. 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.

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.
- CSD shall provide one (1) permanent floating substitute teacher for Stubbs Early Education Center, one (1) permanent floating substitute teacher for Bancroft, and one (1) permanent floating substitute teacher for Bayard schools every year through the District approved substitute service.
- 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 will be provided for each city school Bancroft and Bayard.
• The CSD shall make every effort to provide District will provide two Social Workers (may be contracted) at Bayard, Bancroft, and one Social Workers at Stubbs.

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 qualified alternative will be provided for each of the city schools.

City Teachers Incentives for the 2021-22 and 2022-23 School Years
• City teachers will only be assigned to either one period of lunch duty or recess duty.
• Standard classroom/content area supplies based on a pre-determined 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 student.

Retention Bonus
Each city teacher in grades PK-8 who signs a letter of commitment to work in a city school for two years shall receive a retention bonus of $7,000 total. This bonus will be payable to each teacher in two (2) lump sums per year totaling $3,500. One lump sum shall be paid by the end of January 2022 and the other by the end of June 2022 for $1,750 each. In addition, a lump sum shall be paid by the end of January 2023 and the other lump sum by the end of June for $1,750 each. In the event that an employee leaves his/her/their CSD 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.

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.
The Christina Education Association and Christina Board of Education have agreed that the 2021-2023 CEA/CSD City MOU has become effective upon ratification by (a) CEA membership, at an election held in accordance with CEA by-laws on 5/5/2021, and (b) CSB, at a board meeting held in accordance with Board policy and procedures on 5/12/2021.

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