

**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:

I. 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.

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.

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 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 Stubbs 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, Stubbs, 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.

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

A handwritten signature in blue ink, reading "David S. Kohan", written over a horizontal line.

By: David Kohan

Its: President

CHRISTINA BOARD OF EDUCATION

A handwritten signature in blue ink, reading "Keeley Powell", written over a horizontal line.

By: Keeley Powell

Its: President