

MEMORANDUM OF UNDERSTANDING AMONG THE CHRISTINA SCHOOL BOARD,  
THE SUPERINTENDENT OF SCHOOLS FOR THE CHRISTINA SCHOOL DISTRICT,  
THE CHRISTINA EDUCATION ASSOCIATION, THE DELAWARE DEPARTMENT OF  
EDUCATION, AND THE OFFICE OF GOVERNOR JOHN C. CARNEY

This Memorandum of Understanding (“MOU”), effective as of 3/8/18 (the “Effective Date”), is entered into by and among the Christina School Board (“CSB”), the Superintendent of Schools for the Christina School District (“Superintendent” and “CSD”), the Christina Education Association (“CEA”), the Delaware Department of Education (“DDOE”), and the Office of Governor John C. Carney (“OGO”), collectively referred to in this MOU as the “Parties.”

WHEREAS, the Parties are deeply committed to work together for the expressed purpose of improving the educational, social, emotional, and health outcomes of the children and families of Wilmington, and

WHEREAS, the Parties’ five broad goals are: 1) creating systems that endure, 2) providing high quality wraparound and out of school services for students, families, and staff, 3) expanding learning time, 4) enabling flexibility for school leaders, and 5) empowering and supporting educators.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

**A. Introduction**

**1. Impacted Schools**

1.1 The schools covered by this MOU are those currently known as Bancroft Elementary School, Bayard Middle School, Stubbs (Frederick Douglass) Elementary School, Elbert-Palmer Elementary School, and Pulaski (Casimir) Elementary School (each a “Wilmington School” and collectively the “Wilmington Schools”). The facilities covered by this MOU are the buildings that currently house the Wilmington Schools (each a “Wilmington Facility” and collectively the “Wilmington Facilities”).

**2. Reconfiguration of Schools**

2.1 The CSB agrees that it will, no later than February 28, 2018, vote to accept or reject the reconfiguration plan set forth in Section C.1. The CSB may direct the CSD to develop and present an alternative reconfiguration plan that meets the following criteria: (1) consolidates students into fewer facilities, to enable the Parties to create a stronger and more coherent delivery of services and supports to Christina Wilmington students, educators, and families; and (2) strives to make use of all five Wilmington Facilities, to minimize the time that any Facility remains vacant in a community. The plan set forth in Section C.1. would ultimately consolidate CSD Wilmington students into two schools configured as K-8 or 1-8.

2.2 The Parties shall have no obligation to accept an alternative plan proposed by the CSB. The Parties must elect by unanimous agreement and written approval to pursue the alternative plan or conduct additional negotiations, which may require the Parties to negotiate revisions to this MOU to align its terms to the alternative plan.

2.3 If the CSB fails to conduct the required vote on the reconfiguration plan set forth in Section C.1. for any reason or rejects the plan set forth in Section C.1., and if the CSB also fails to present an alternative plan by February 28, 2018, this MOU shall terminate automatically.

### 3. Contingent Provisions

3.1 As set forth in Section H.2.6., the agreements and obligations set forth in this MOU, are contingent upon all Parties meeting their obligations. For example, if the financial support set forth in Section B.2. of this MOU is not secured, the CSB reserves the right to negotiate modifications in good faith or exit the MOU. Likewise, for example, if the CSB and CEA fail to negotiate a revised collective bargaining agreement that will enable them to meet their obligations under this MOU, the OGOV and the DDOE (collectively, the "State") reserve the right to negotiate modifications in good faith or exit the MOU.

## **B. State Support**

### 1. Reciprocal Obligation of the CSD

1.1 The obligation of the State to provide the funds or other support set forth in this Section B is contingent upon the CSD's agreement to

- (a) devote the level of funding and other resources currently devoted to the five Wilmington Schools and Facilities to the students, facilities and programs contemplated in this MOU, except to the extent that the CSD loses funds due to students' departure from the CSD; and
- (b) devote the funding received as a result of this MOU to the projects and programs outlined in this MOU.

### 2. Financial Support

2.1 No later than July 1, 2018, the State will be able to provide \$1.5 million through Opportunity Grants to help fund efforts that are consistent with and are undertaken pursuant to this MOU. The State will invest 2% more than the previous year at the start of every subsequent fiscal year that occurs during the Term of this MOU (including any extension of the Term to which the Parties may agree pursuant to Section H.1.), subject to the same limitations. The funds will be allocated to the Department of Education's Office of Innovation and Improvement ("Innovation Office"). The Director of the Innovation Office and the Superintendent of the CSD will report annually to the General Assembly on the use of such funding.

2.2 Permitted uses of the funds provided pursuant to Section B.2.1. shall include:

- 2.2.1 Professional learning relating to talent development, transformational leadership, instructional practice, climate and culture, and trauma-informed training of Principals and Teachers in each of the West and East Wilmington Schools (as described in Section C.1.1), pursuant to Sections F.3.1 and G.2, and in the Dual-Generation Center, pursuant to Section D.1. The specifics will be determined based on a needs assessment specific to each school and will be aligned with the CSD Strategic Plan.
- 2.2.2 Two school-based health centers, to be located in Bayard and Bancroft in 2018, as set forth in Section D.2.
- 2.2.3 Incentives to offer to teachers in recognition of the fact that there will be specific challenges and additional obligations associated with teaching in the West and East Wilmington Schools.
- 2.2.4 Additional staff to reduce class sizes and/or to provide school-embedded instructional coaches in addition to what is already provided through the unit count system.
- 2.2.5 Any other uses that the Parties agree to that are designed to raise academic achievement levels in the Wilmington Schools.

2.3 The State will provide \$2 million in funding for a Dual-Generation Center, as set forth in Section D.1.

2.4 The State will request from the General Assembly \$15 million in funds, pending General Assembly approval, for capital improvements associated with the creation of the New Schools (as described in section C.1.1).

2.5 The State will ask the General Assembly to modify the funding ratio for capital improvements connected to the creation of the two New Schools to 80% State Funding.

### 3. Non-Financial Support

3.1 The Family Services Cabinet Council will assist CSD in establishing a Dual-Generation Center, as set forth in Section D.1.

3.2 The Family Services Cabinet Council will provide technical assistance to the New Schools' health centers, as set forth in Section D.2.

3.3 The Family Services Cabinet Council will continue to work with the CSD and the greater Wilmington community to implement aspects of the Centers for Disease Control and Prevention Community Advisory Council Report (“CDC Report”) to improve communities and drive student achievement.

3.4 If requested by the New Schools, the DDOE will lend support to these reconfigured schools to create career pathways programming in grades 7 and 8, as further described in Section E.4.1.

3.5 The State will create a philanthropic fund for Wilmington schools as a vehicle to pool and earmark philanthropic monies to support all schools in the City of Wilmington, beginning with the five Wilmington Schools, as defined in this MOU.

### **C. Systems that Endure**

The Parties believe that policy changes impacting the Wilmington Schools should be enduring changes that set up systems that will continue to work and improve over the years. These systems should be built to last, but also be flexible and responsive to the needs of students, educators, and families.

#### **1. Reconfiguration of Wilmington Schools and Facilities**

##### **1.1 New Schools**

1.1.1 The student bodies of the Wilmington Schools will be consolidated into two schools configured as K-8 or 1-8, one serving the east side of Wilmington (the “East Wilmington School”), and one serving the west side of Wilmington (the “West Wilmington School”).

##### **1.2 East Wilmington School**

1.2.1 The East Wilmington School will be housed in the building currently called Bancroft Elementary School.

1.2.2 The existing building will be physically modified and improved to suit the instruction of students in grades K-8 or 1-8.

1.2.3 The East Wilmington School will offer science, technology, engineering, math, and arts fields (“STEAM”) programs. The DDOE will assist in the creation of this programming should the East Wilmington School request such support. The East Wilmington School may choose to include other programming currently offered at any of the five Wilmington Schools.

- 1.2.4 Upon execution of this MOU, in order to facilitate implementation should the CSB approve the reconfiguration plan set forth in this Section C.1., the DDOE and CSD, by May 1, 2018, will prepare a proposed implementation plan and timeline that will allow the East Wilmington School to begin operations in the summer of 2019. The plan will include cost estimates. If the DDOE and CSD should determine that it will not be possible for the East Wilmington School to begin operations in the summer of 2019, it shall notify the other Parties promptly.

### 1.3 West Wilmington School

- 1.3.1 The West Wilmington School will be housed in the building currently known as Bayard Middle School.
- 1.3.2 The existing building will be physically modified and improved to suit the instruction of students in grades K-8 or 1-8.
- 1.3.3 The West Wilmington School will offer STEAM programs. The DDOE will assist in the creation of this programming should the West Wilmington School request such support. The West Wilmington School may choose to include other programming currently offered at any of the five Wilmington Schools.
- 1.3.4 Upon execution of this MOU, in order to facilitate implementation should the CSB approve the reconfiguration plan set forth in this Section C.1., the DDOE and CSD, by May 1, 2018, will prepare a proposed implementation plan and timeline that will allow the West Wilmington School to begin operations in the summer of 2019. The plan will include cost estimates. If the DDOE and CSD should determine that it will not be possible for the West Wilmington School to begin operations in the summer of 2019, it shall notify the other Parties promptly.

### 1.4 Funding

- 1.4.1 The State's obligation to provide funds for capital improvements supporting the reconfiguration set forth in Section A.2. or this Section C.1. shall be limited to the securing of the funding contemplated in Sections B.2.4 and B.2.5.

## 2. Reducing Teacher Turnover

2.1 The CSD will negotiate a memorandum of understanding with the CEA to present to the CSB (“New CEA MOU”), which may include terms designed to reduce teacher turnover during the Term of this MOU.

### 2.2 Pipelines into Wilmington Schools

2.2.1 Subject to applicable laws, the Parties shall explore partnerships with institutions of higher education to create pipelines of educators ready to enter high-needs schools. This may include offering a certificate in urban education, requiring classwork addressing students in poverty, on-site master’s degree programming in urban education, yearlong residency apprenticeships, and principal preparation to lead high-needs schools.

2.2.2 All Parties are encouraged to join this effort, but to promote progress, the DDOE, through its Innovation Office, will be assigned responsibility for conducting inquiries and reporting to the Parties should others be unavailable. Notwithstanding the provisions of Section A.2., the Innovation Office will investigate these options upon the execution of this MOU. The CSD will report out to the Parties on each action to strengthen the pipelines of educators into CSD’s Wilmington Schools.

2.3 The State has undertaken no funding obligation in connection with this Section C.2.

## **D. High Quality Wraparound Services for Students, Families, and Staff**

Understanding the need to address the social-emotional, mental, and physical wellness of students, families, and staff, a key aspect of the plan to improve student and community outcomes hinges on holistic wraparound services for students, families, and staff.

### 1. Dual-Generation Center

1.1 The DDOE and the CSD will design a Dual-Generation Center to provide early education and daycare services for children from birth through four years of age and to provide a variety of services to the parents of those children (the “Dual-Generation Center”).

1.2 The Dual-Generation Center will focus on, but not be limited to, two key components:

(a) By partnering with a high-quality early childhood provider, CSD Wilmington students will be provided with early literacy, numeracy, and health services to ensure they enter kindergarten with a strong knowledge base on which to build. Such preparation will be consistent with the early learning standards; and

(b) To ensure both generations are benefiting from stability and improved home lives, adult services will be provided by the Department of Labor, the DDOE’s adult education team, nonprofit

partners, and other entities, to include educational and literacy instruction, GED preparation, job training and placement, and family counseling.

1.3 Portions of the Dual-Generation Center programming will be operable in 2018.

1.4 If the CSB votes to approve the reconfiguration plan set forth in Section C.1., the Dual-Generation Center shall be housed in the building currently housing Stubbs (Frederick Douglass) Elementary School. In that case, the existing building shall be physically modified to suit the purposes described above, and to the greatest extent practicable, the building shall be modified to allow the provision of child-focused services on a separate floor(s) from the adult services.

1.5 If the CSB offers an alternative to the reconfiguration plan set forth in Section C.1., pursuant to Section A.2., the CSB will choose one of the following options in order to ensure that portions of the Dual-Generation Center are operable in 2018:

- (a) Move students from Stubbs to Bancroft, and repurpose the Stubbs building for the Dual-Generation Center for 2019;
- (b) Move the district office to Newark, and turn Drew into the Dual-Generation Center; or
- (c) Co-locate Pyle in Drew, and use Pyle for the Dual-Generation Center.

1.6 The Family Services Cabinet Council will assist the CSD in establishing the Dual-Generation Center, coordinating data and social service delivery, and providing technical assistance. The Family Services Cabinet Council will determine whom to invite to any meeting of the Council or which of its representatives will communicate with the Superintendent, a representative or committee of the CSB or the full CSB.

1.7 The Innovation Office shall prepare a plan of building modifications, along with anticipated costs, necessary to permit the Dual-Generation Center to begin operations in 2018. Notwithstanding Section A.2., the Innovation Office shall begin work on this plan upon execution of this MOU.

1.8 The Compassionate Connections Partnership (trauma-informed schools training) will be implemented in the Dual-Generation center.

1.9 The State's obligation to fund the creation of and provision of programming for the Dual-Generation Center shall be satisfied by providing \$2 million, as set forth in Section B.2.3.

1.10 The CSD will retain ownership of the facility that houses the Dual-Generation Center and will be responsible for maintaining the facility in accordance with applicable Delaware law.

## 2. School-Based Health Centers

2.1 Bayard and Bancroft will open enhanced school-based health centers that provide social-emotional, behavioral and mental health services to students in time for the 2019-2020 school year. Such efforts may include fully utilizing existing wellness facilities in the east side of Wilmington. Subject to the reconfiguration plan set forth in Section C.1., the Parties may choose to provide

staffing for the school-based health centers in time for the 2018-2019 school year, and incorporate a new physical facility in the capital improvements as set forth in Section B.2.4

2.2 If the reconfiguration plan set forth in Section C.1. is approved, the health centers shall be continued in the West and East Wilmington Schools.

2.3 Once the school-based health centers are established, the Family Services Cabinet Council will work closely with the centers to provide technical assistance.

2.4 The State's obligation to fund the school-based health centers shall be satisfied by providing the funding set forth in Section B.2.1.

### 3. Compassionate Connections Partnership

3.1 The West and East Wilmington Schools will continue their involvement in the Compassionate Connections Partnership to ensure staff and students are exposed to trauma-informed practices. The State's obligation to fund the services contemplated in this provision shall be satisfied by providing the funding set forth in Section B.2.1.

### 4. Chronic Absenteeism

4.1 Chronic absenteeism is a metric that will be measured by each school pursuant to the State's Every Student Succeeds Act ("ESSA") plan. The DDOE and CSD will work with the New Schools' communities to prioritize on-time attendance at each school, ensuring students maximize learning time. Such efforts shall include a start time to the school day no earlier than 8:30 a.m. The State has undertaken no funding obligation in this MOU in connection with this provision.

### 5. CDC Community Advisory Council – Final Report ("CDC Report")

5.1 The Family Services Cabinet Council will continue to work with the CSD and the greater Wilmington community to implement aspects of the CDC Report to improve communities and drive student achievement. The State has undertaken no additional funding obligation in this MOU in connection with this provision.

### 6. Meaningful Family Engagement

6.1 The Innovation Office and CSD will survey parents at each Wilmington School to gauge what supports they need to form or enhance their parent teacher association ("PTA"). Should either or both parent bodies request it, the Innovation Office and the CSD will provide high quality leadership development training to promote adult engagement and functionality that can enhance family engagement and student achievement. The State's obligation to fund the training described in this provision shall be satisfied by providing the funding set forth in Section B.2.1.

### 7. Other Services

7.1 Separate from the Dual-Generation Center, the Parties hope to establish other community services, which may include, without limitation, an additional early education center, a center for English Language Learners and their families, and a center for English as a Second Language students and their families. The Parties intend to continue engaging community stakeholders and



elected officials in the process of developing ideas for the additional services that will best support the students in the New Schools and their families.

7.2 Potential locations for additional services include the buildings that currently house the Elbert-Palmer Elementary School and Pulaski (Casmir) Elementary School, understanding that their use may require repairs, remediation and physical modification. As needed and if feasible, the buildings will be modified to suit their new purposes. The CSD will retain ownership of the buildings, and may choose to lease them to generate revenue for the district. Additionally, should the plan to improve the Wilmington Schools draw students back to the district, CSD would have two buildings available to address student needs. The Parties will work with the greater Wilmington community to ensure the buildings are used to address community-identified needs.

7.3 The Parties have made no commitments in this MOU to use any of the Wilmington Facilities to provide any of the services discussed in this Section D.7., and the State has not undertaken any funding obligation in connection with these services or with the repurposing of the buildings that house the Elbert-Palmer or Pulaski elementary schools.

#### **E. Expanded Learning Time**

The Parties wish to maximize students' learning time and to minimize long breaks in learning. The Parties, working with each New School, will determine the optimal length of school days and number of school days per year for each New School, and will work to establish after-school programs, vacation programs or other programs that support student needs. Each initiative is subject to available funding and to the CSD's agreement to contribute a portion of its school improvement funds toward these extended learning opportunities.

##### **1. Modified School Year Calendar**

1.1 The West and East Wilmington Schools will operate on a longer school day and longer school year as of the start of the 2019 school year.

1.2 The Parties will prepare a plan, by August 31, 2018, outlining the steps necessary to prepare the West and East Wilmington Schools for full-year operations. Such decisions may include fully leveraging nonprofits, community partners, and after-school tutoring services to ensure cost-effective means for year-long programming. Such plans will be consistent with the provisions of the New CEA MOU.

1.3. Outside of Section B 2.1, no additional State funding provided under this MOU shall support additional salaries to be paid to teachers or other employees as a result of extending the school year or the length of the school day.

##### **2. Extended School Days**

2.1 The Parties, working with each school, will determine a "full workday" for the West and East Wilmington Schools. After the first year of operation, each school's teacher-leader team and school administration may modify the schedule, consistent with the provisions of the New CEA MOU.

2.2 The West and East Wilmington Schools will feature after-school programming consistent with the mission to boost student engagement, achievement, and safety. Working with local nonprofits, community-based organizations, community centers, and programs, the schools will be able to create safe, stimulating, and academically enriching programs for students. The State's obligation to fund the after-school programs contemplated in this provision shall be satisfied by providing the funding set forth in Section B.2.1.

### 3. Vacation Programs

3.1 During school breaks, students at the West and East Wilmington Schools will be encouraged to participate in educational programs. Programs will feature learning activities to boost student achievement in a meaningful way. Programs may include, without limitation, literacy, STEAM, math, or project-based activities to boost student achievement. Additionally, programs will feature social-emotional supports and full access to wellness services. The State's obligation to fund the vacation programs contemplated in this provision shall be satisfied by providing the funding set forth in Section B.2.1.

### 4. Career Pathways Programming

4.1 The DDOE will lend support towards creating career pathways programming in grades 7 and 8 at the West and East Wilmington Schools. This support is contingent upon each school determining that this would meet its population's needs. Such pathways shall be determined by each school's community, teacher-leader team, and school administration. The State has undertaken no funding obligation in connection with the programming contemplated in this provision, though the DDOE will provide technical support in the creation of such programming.

## **F. Flexibility for School Leaders**

The Parties believe that school leaders should have the flexibility to make decisions at the school level based on the needs of their student population.

### 1. Memorandum of Understanding Modifying Existing Collective Bargaining Agreements

1.1 By March 31, 2018, CEA and CSD shall commence good faith negotiations to reach agreement of a New CEA MOU which modifies the existing collective bargaining agreement ("Existing CBA") as necessary to permit CEA bargaining unit members to fulfill the obligations accepted by the Parties to this MOU. To the extent not modified by the New CEA MOU, all CEA bargaining unit members shall be subject to the Existing CBA.

1.2 CEA and CSB agree to complete the negotiation, and to the extent agreement is reached, ratification of the New CEA MOU by June 1, 2018. If a New CEA MOU has not been ratified by June 1, 2018, any Party shall have the right to negotiate modifications in good faith or terminate this MOU in accordance with section H.2.

## 2. CSB Policies

2.1 The West and East Wilmington Schools shall have the flexibility to propose curricular, school climate, and school manual decisions that are different than standard CSD policies. The changes must be approved by the CSB. Any new policies and protocols that the West and East Wilmington Schools adopt must comply with all applicable laws. To the extent any policy covers a mandatory subject of bargaining, the CSB and the West and East Wilmington Schools shall promptly commence negotiations with the CEA. Nothing in the MOU shall be construed as a waiver by the CEA of the rights afforded it and its bargaining unit members under Delaware's collective bargaining laws.

## 3. High Quality Leadership Development

3.1 The Innovation Office will work with partners to provide principals in the West and East Wilmington Schools with high quality coaching, training, leadership development, and support to use their flexibility and autonomy to improve outcomes, elevate instruction, and set a school culture that benefits students and staff alike. The Innovation Office, after consulting with the Superintendent and each principal, may contract with third party entities to provide services to enhance the capacity of school leaders. The State's obligation to fund the services described in this provision shall be satisfied by providing the funding set forth in Section B.2.1.

## **G. Empowering and Supporting Teachers**

The Parties acknowledge that educators who are on the ground every day with students deserve greater input into how resources are used and how decisions that impact their students and co-workers are made.

### 1. Teacher-Leader Teams

1.1 In order to ensure teacher participation and input in decisions, the West and East Wilmington Schools will form teacher-leader teams, to work with the school administration on key decisions. Such decisions may include school schedules, budget and resource use, staffing, curriculum, collaboration time, and professional learning. Educators at each school will determine the best method for creating teacher-leader teams. It has been suggested that educators participate on a rotating basis, though the final decision shall be determined at the school level. The Innovation Office will work with the CSD and the West and East Wilmington Schools to ensure the curriculum chosen aligns with standards, is culturally relevant, and ensures intensive literacy, writing, and mathematical development. The State has undertaken no funding obligation in connection with this provision.

### 2. Enhanced Professional Development

2.1 The Compassionate Connections Partnership (trauma-informed schools training) will be continued in the West and East Wilmington Schools pursuant to Section D.3., as well as in the new Dual-Generation center, pursuant to Section D.1.8.

2.2 Teachers in the West and East Wilmington Schools shall receive training in subjects relevant to teaching in an urban environment, which shall be determined jointly by the teacher-leader teams and the administration in each New School. Topics may include classroom management, trauma-informed care, culturally relevant instruction, and other such subjects as determined by school staff. Such professional learning will be ongoing. The State's obligation to fund the creation of the training described in this provision shall be satisfied by providing the funding set forth in Section B.2.1.

### 3. Compensation

3.1 Compensation for teachers at the West and East Wilmington Schools shall comply with Delaware law and the Existing CBA, as modified by the New CEA MOU. Other than providing funds that may be used as permitted in Section B.2.2.3, the State has undertaken no funding obligation in this MOU related to the compensation of teachers at the West and East Wilmington Schools.

## **H. General Contract Provisions**

### 1. Term

1.1 The initial term of this MOU is from the effective date through June 30, 2023, unless earlier terminated pursuant to Section H.2. of this MOU. Thereafter, this MOU shall automatically renew every three (3) years unless terminated pursuant to Section H.2. of this MOU.

1.2 For so long as this MOU is in effect, the CSB and the CEA agree to use best efforts to negotiate new agreements to be effective upon the termination of the New CEA MOU and any successors thereto.

### 2. Termination

2.1 This MOU shall terminate automatically as provided in Section A.2.3.

2.2 This MOU may be terminated for any reason with the consent of all Parties, each of which shall acknowledge its consent in writing.

2.3 Any Party may terminate this MOU, via written notice to all Parties, if the CSB and the CEA have failed to obtain ratification of the New CEA MOU by June 1, 2018 as set forth in Section F.1.2.

2.4 Validity and enforcement of this MOU is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated the State or CSD may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the beginning of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

2.5 Notwithstanding any other provisions of this MOU, this MOU shall terminate and the State's obligations under it shall be extinguished at the end of the fiscal year in which the State of Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

2.6 This MOU may be terminated in whole or in part by any Party in the event of the failure of another party to fulfill its obligations under this MOU, or any written agreement generated because of this MOU that was negotiated with and approved by the CSB, through no fault of the terminating Party; but only after the Party alleged to have failed to fulfill its obligations is given:

- a. Written notice of the intent to terminate, which must be provided by email to the address(es) provided in Appendix A;
- b. The right to consult with the terminating Party; and
- c. 60 days to cure the alleged failure.

2.6.1 All Parties must receive written notice of the intent to terminate, which must be provided by email to the address(es) provided in Appendix A.

2.6.2 If the email address(es) are typed accurately, all time periods shall run from the date the notice of intent to terminate is sent. Otherwise, they shall run from the date of receipt.

2.6.3 The non-terminating Party may waive the right to consult and cure, in writing, within 10 days. Absent such a waiver, the terminating and non-terminating Parties will confer in good faith about the alleged failure as soon as possible, but in no event later than 45 days. If the terminating Party is CSD, it may require the consultation to occur at a CSD public meeting, provided that the meeting can be conducted within the 45 day window. Otherwise, the consultation need not take place at a public meeting.

2.6.4 If the non-terminating Party cures the alleged failure within 60 days, the notice of intent to terminate shall be void and the MOU shall not terminate. Alternatively, if the terminating party is otherwise satisfied by the efforts or agreements of the non-terminating Party, the terminating Party may agree that the notice of intent to terminate is void and it shall so inform all Parties, by email to the address(es) provided in Appendix A. If the non-terminating Party fails to cure the alleged failure within 60 days and the terminating Party is not otherwise satisfied, this MOU shall terminate automatically.

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### 3. Notices

3.1 Unless otherwise provided in this MOU, all notices, requests and other communications given to or made upon any Party pursuant to this MOU shall be in writing and shall be delivered or mailed, postage prepaid, to a Party at the address provided below. A notice sent by certified mail, return receipt requested, shall be considered given on the date stated on the return receipt. A notice sent by express courier shall be considered given on the date the receiving party signed for the delivery.

To the Superintendent of Schools for the CSD:

Christina School District  
600 North Lombard Street  
Wilmington, DE 19801

Attn: Superintendent of Schools for the CSD

To the CSB:

Executive Secretary  
Christina School District Board of Education  
600 North Lombard Street  
Wilmington, DE 19801

Attn: President of the CSB

To the CEA:

Christina Education Association  
4135 Ogletown Stanton Road # 103  
Newark, DE 19713

Attn: President of the CEA  
With a copy to: Counsel for the CEA

To the DDOE:

Delaware Department of Education  
401 Federal St. Suite 2  
Dover, DE 19901

Attn: Secretary of Education

To the Office of the Governor:  
Carvel State Office Building  
820 N. French Street 12<sup>th</sup> Floor  
Wilmington, DE 19801

Attn: Education Policy Advisor  
With a copy to: Chief Legal Counsel

#### 4. Amendments

4.1 Neither this MOU nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this MOU shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

#### 5. Review of MOU

5.1 The Parties agree to review this MOU on or before November 1 of each year to determine whether amendments are needed and identify any other issues that should be addressed.

#### 6. Waiver

6.1 The delay or failure by any Party to exercise or enforce any of its rights under this MOU shall not constitute or be deemed a waiver of that Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

#### 7. Severability

7.1 If any term or provision of this MOU is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this MOU, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

#### 8. Choice of Law

8.1 This MOU shall be governed by Delaware law, without reference to its choice of law principles.

#### 9. Authority of DDOE, Secretary of DDOE, Christina School District Board of Education, and CEA.

9.1 Except as expressly set forth herein, nothing in this MOU should be understood to limit any authority, including any statutory or regulatory authority, granted to the DDOE, the Secretary of the DDOE, the Christina School District Board of Education, or the CEA.

## 10. Counterparts

10.1 This MOU may be executed in any number of counterparts. Each such counterpart shall be deemed to be an original instrument. All such counterparts together shall constitute a single agreement.

## 11. Entire Agreement

11.1 This MOU and any Appendices shall constitute the entire agreement between the Parties with respect to the subject matter of this MOU and shall not be modified or changed without the express written consent of the Parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this MOU.


11.2 If the scope of any provision of this MOU is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the Parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the MOU shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

## 12. Mutual Drafting

12.1 This MOU was drafted with the joint participation of all Parties and shall be construed neither against nor in favor of any Party, but rather in accordance with the fair meaning thereof.


## 13. Appendices

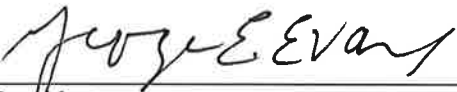
13.1 Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this MOU for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the Parties hereto with respect to the subject matter hereof.

  
Governor

  
President  
For the Christina Education Association

  
Secretary  
For the Delaware Department of Education

  
Superintendent of Schools for the Christina  
School District

  
President  
For the Christina School Board



## APPENDIX A

E-mail addresses for use when providing notice pursuant to Section H.2.6

### To the Christina School District

The State email address of the then-serving Superintendent of the Christina School District

### To the Christina School Board

The email address of the then-serving President of the Christina School Board

### To Christina Education Association

The email address of the then-serving President of the Christina Education Association

### To the Delaware Department of Education

The State email address of the then-serving Secretary of the DDOE

The State email address of the then-serving Chief of Staff for the DDOE

The State email address of the then-serving Director of the Office of Innovation and Improvement

### To the Office of the Governor

The State email address of the then-serving Deputy Chief of Staff

The State email address of the then-serving head of Education Policy

The State email address of the then-serving Chief Legal Counsel