

Agreement to Establish the Wilmington Learning Collaborative

Whereas, numerous barriers and challenges have hindered the success of schools in the City of Wilmington, including:

- **Trust and Lack of Engagement:** There is a lack of connection, collaboration, and trust amongst communities, schools, and State and local government, contributing to low levels of family and community engagement.
- **Fragmentation:** Fragmentation of supports, resources, and governance has created challenges to providing coordinated supports across the city.
- **Educator and Leader Burnout:** Staff burnout has led to higher turnover rates. There is also fatigue from numerous past reform efforts that have not led to more support. There is an identified need for more and adequate staffing to meet needs.
- **Resource Sustainability and Adequacy:** City schools have not received the types of resources necessary to meet student needs.
- **Absenteeism and School Transfers:** Chronic absenteeism and tardiness have hindered student learning. Additionally, the high rate of students transferring schools mid-year creates challenges for both student and educator success.
- **Institutional Racism and Barriers:** Trauma and poverty resulting from systemic and institutional barriers and racism.
- **Lack of Early Education Opportunities:** Lack of high-quality, full-day, geographically convenient childcare seats, which would prepare children who attend city public schools to meet the developmental and educational milestones in kindergarten and beyond.
- **Citywide Challenges:** Housing instability and community violence have led to student, family, and educator trauma. Additionally, policies like the Neighborhood Schools Act have not improved inequities.
- **Inconvenient High School Options:** The lack of geographically convenient high school options for students adds more barriers to student and family engagement and success.
- **Higher Education Disconnection:** Partnerships with higher education institutions are underutilized, which is a missed opportunity to better support schools.

Whereas, to address these challenges and barriers, the Brandywine, Christina, and Red Clay School Boards voted in the winter of 2022 to move forward with negotiations aimed at the creation of the Wilmington Learning Collaborative (WLC); and

Whereas, the districts, State, city, and other partners have engaged parents, educators, students, and the community to ensure this agreement reflects feedback from stakeholders; and

Whereas, this feedback has raised the desire to see the following in WLC schools:

- Welcoming and inclusive schools;
- Engaging on and off-campus field trips and experiences;
- After-school and extended day enrichment programs with opportunities like arts, sports, foreign language, band, chorus, theater, and mentoring;
- Robust family engagement, support for families to boost student learning, and opportunities for families to volunteer;
- Strong leadership and high-quality coaching for educators and leaders;
- Additional staff and lower student-teacher ratios to promote academic growth and relationships;
- Curriculum and professional development that teaches to students' lived experiences and is flexible in order to be tailored to meet student need;
- An anti-racism focus, grounded in equity and community empowerment;
- Strong focus on wraparound services, trauma-responsive and restorative practices, responsive classrooms, and community schools that staff and students look forward to coming to daily;
- Improved working conditions and coordination so that educators can thrive;
- Project-based learning;
- Support for student transitions to middle and high school; and
- Summer programing.

Whereas, this agreement creates a structure and framework for the deep engagement and work ahead, aiming to drive student achievement and wellness, educator support, and family and community engagement.

Now, therefore, the signatories to this agreement agree to the following terms:

1. Creation of the Wilmington Learning Collaborative (WLC)

1.1 Empowered Schools: WLC schools will have greater say over key educational decisions. Schools within the WLC will be true community hubs, with shared decision-making by educators and leaders, to support the academic and wellness growth of children. Schools will be afforded additional flexibilities to meet student, educator, family, and community needs. This agreement seeks to create schools that are healthy ecosystems and restorative, healing, academically enriching environments that meet the needs of children, families, and communities.

1.2 Focused and Responsive WLC Structure: To support school-based autonomy, decision-making, and flexibility, a community-based governing body called the Wilmington Learning Collaborative Council (“WLC Council”) will be created, which will employ a focused staff (the WLC Team) to provide dedicated support to WLC schools. The goal of the structure is to ensure schools leverage their flexibility and resources to improve student achievement and wellness, support and empower educators and leaders, and engage families and communities. The WLC Team and the WLC Council, upon creation, will engage in an open and honest needs assessment of both district and school practices impacting city students and a root cause analysis; this will be a foundation of the WLC’s planning and work.

1.3 Engaged Districts: Districts retain the ultimate authority over WLC schools, but will delegate many agreed-upon responsibilities to the WLC and schools. The division of specific day-to-day roles and responsibilities specified in this agreement is intended to push decision-making to those closest to students and families, while districts continue to play a vital role through both district partnership with the WLC and the service on the WLC Council of key district representatives. The districts will work with the WLC to collaboratively develop metrics (with multiple measures) to hold the WLC accountable. The WLC Team and the WLC Council are accountable to the districts for success. This process is further described in section 10.2. Districts may add or remove individual schools from the WLC without invalidating this agreement.

1.4 Overall Structure:

- **Schools:** Schools will be community hubs, with site-based Community Councils and Educator Leader Teams. Schools will have a greater say over educational decisions.
- **WLC:** A focused team and community-based governing body, solely focused on supporting city schools, coordinating partnerships, and fostering cross-district collaboration and success.
- **Districts:** Districts retain ultimate authority for WLC schools, but delegate day-to-day educational functions to the WLC, while holding the WLC accountable for progress.

2. Elements of a WLC School

2.1 Shared Decision-Making: School-based, shared decision-making and building level autonomy are key to meeting student need. Key decisions should be made by school leaders working with the school's Educator Leader Team, consistent with the key principles of Labor Management Partnerships, along with a site-based Community Council supporting each school. The WLC should explore training and expertise to make sure this shared decision-making is effectively structured. The specific types of school-based decisions and flexibilities that schools will now be enabled to determine at the building level, to ensure that work is done *with* educators, includes but is not limited to:

- School culture and identity;
- School schedules and calendars;
- Resource and staff deployment;
- Certain working conditions (including professional learning topics, professional learning schedules, and interventions);
- Well-rounded, equitable, engaging enrichment opportunities for students; and
- New hires, staffing priorities, and customized mentoring practices.

2.2 Building-Level Flexibility: As laid out in section 2.1, schools will have autonomy and flexibility to meet student and educator needs, which may be different from the needs of other schools in their respective districts. Decision-making authority at WLC schools not specifically assigned in this agreement will be worked out by the WLC and districts

collaboratively, with the presumption that delegating more decision-making ability to those closest to students at the building and community level is the intent of this agreement. This agreement aims to entrust and empower schools and the community to meet student, educator, and family needs.

2.3 Educator Leader Teams (ELTs): Each WLC school must have an ELT, which is empowered to work with the principal on key school-based decisions. At a minimum, each ELT must include teaching and non-teaching staff. The WLC will work with each local union to define the parameters of the ELT. The ELT election may be supervised by the local union.

2.4 Site-Based Community Councils: To ensure robust engagement and input of families and the community, each school will establish a site-based Community Council (e.g., the Bancroft Community Council). This body includes current parents, educators, community stakeholders, and students. Some schools may have existing structures that can help to serve this function. Each school's Community Council will:

- Help with the development of school plans described in section 2.9;
- Monitor wraparound service partner effectiveness;
- Advise on community and family needs;
- Consult on curricular choices; and
- Be tasked with developing school-level family engagement policies and trainings.

Schools may consider innovative ways to get authentic participation on Community Councils, understanding that service on a Community Council is a substantial commitment. Schools may also choose to host quarterly joint meetings of the ELT and Community Council to ensure strong coordination.

2.5 Wraparound Services: Wraparound services that meet the needs of students and families are key to improving multi-generational outcomes. Each school will have the flexibility to determine which wraparound services can best meet the needs of their students and school community, understanding that meeting the physical and behavioral health needs of the students and school community is vital to success.

2.6 Tailored Professional Learning and Mentoring: Decisions about professional learning topics and needs will be made by each school, and supported by the WLC, which will coordinate with each district. The WLC Team will work with each school on supporting the

development of professional learning schedules and topics that best support educators and leaders. Schools and staff must still meet the training requirements mandated under Delaware law. Additionally, WLC schools may create flexible mentoring programs to meet the specific needs of their school's educator workforce.

2.7 Hiring for Vacant Roles: Hiring for vacant non-administrator staff roles will be a three-pronged process: the WLC, coordinating with the district or others as appropriate, will recruit candidates with the ability to successfully teach and support city students, the school interviews and identifies whom they wish to hire, and the relevant district's HR team processes the hire in a timely manner.

2.8 Enrollment: WLC schools are traditional public schools that serve students in their regular feeder pattern. Students zoned to these schools continue to be eligible to participate in school choice; students not zoned to WLC schools may choose into them in accordance with existing State law and district policies. The WLC Council and WLC Team will create a set of recommendations for districts around enrollment procedures to reduce the challenges of student mobility. Districts will give strong consideration to these recommendations.

2.9 School Plans: To memorialize the school-based decisions made pertaining to this section, each school will create a school plan. Plans will be submitted to the WLC Council for approval. Schools will work with their Community Council to ensure their involvement in the development of the school plan. The State will work with districts and schools to ensure any federal mandates are incorporated into the WLC's work, so schools do not have multiple competing plans.

3. WLC Council and WLC Team Operations

3.1 Creation of a New Nonprofit Entity: Because the governing body of the WLC needs to be housed in an entity, to provide both an operating structure and to provide limited liability for WLC Council members, a new nonprofit, nonstock corporation shall be formed, called the Wilmington Learning Collaborative. The sole focus of this new nonprofit entity shall be to effectuate this agreement, guided by the WLC Council as the governing body of the new entity. The charter of this new entity will reflect the terms of this agreement and shall govern the conduct of the WLC Council. [That document will be attached to the final agreement as

Attachment 1.] The WLC will immediately explore partnerships with Delaware’s higher education institutions to support this work.

3.2 Governing Council: Certain responsibilities and obligations as outlined in this agreement are delegated to the WLC Council by each of the signatories to this agreement, and the WLC Council members will have an obligation to ensure that the WLC Council performs its delegated responsibilities and obligations in a manner consistent with the guidance set forth in this agreement. WLC Council members as of September 15, 2022 shall include:

- Each participating district’s superintendent (or designee).
- Each participating district’s city school board member.
- One parent or grandparent of a child at a WLC school from each participating district. Each district’s superintendent and city board member will make the appointment for each district, after consulting with diverse community groups (e.g., the Delaware Chapter of the Coalition of 100 Black Women, the Divine 9, the Metropolitan Wilmington Urban League, the Delaware NAACP).
- One former city educator, appointed by the Secretary of Education in consultation with DSEA and local union affiliates representing the city.
- One appointee by the City of Wilmington. The Mayor of Wilmington will nominate the appointee and the City Council must approve the appointment.
- One high school student who resides in Wilmington, appointed by the WLC Council. The WLC Council will devise a structure to accept applications and make the appointment. The WLC Council may choose to select multiple students, though only one will be a voting member, and the student member will not vote upon or participate in discussions around personnel matters.

From the WLC Council members, the Governor will appoint a chair, and the WLC Council shall elect a vice-chair, who will act as chair in the absence of the chair. The three superintendents and the three city board members shall be referred to as ex officio WLC Council members. All others shall be referred to as appointed WLC Council members. Ex officio WLC Council members shall hold their seat on the WLC Council so long as they hold their office. Appointed WLC Council members will serve four-year terms. If a member resigns, the designating authority will appoint a replacement for the remainder of the four-year term. A quorum of the

WLC Council is a majority of the WLC Council. All votes of the WLC Council shall be by majority of the full body. WLC Council members will be required to participate in regular training, including but not limited to, education finance, special education, and board governance. The governance provisions above shall be included in the charter for the WLC. The WLC Council will establish bylaws once appointed consistent with this agreement and the charter provisions of the WLC.

3.3 WLC Team: The WLC will employ a small, focused team to provide direct support to WLC schools (the “WLC Team”). The WLC Team will be under the direction of the WLC Council. WLC Team members must have a demonstrated ability to drive results. The WLC Team will ensure a hyper-focus on city schools and preserve and support building-based autonomy, effective Educator Leader Teams, and strong site-based Community Councils. The WLC Team will be led by an Executive Director, who will be hired by the WLC Council. The Executive Director will build out the WLC Team based on identified needs, with an anticipated focus on talent management, teaching and learning, and financial and operational support. The WLC Team will be accountable for results and will prioritize transparency in its work. Each district will commit one staff member, who is mutually agreed upon by the Executive Director and superintendent, to work exclusively with the WLC Team for a period of at least two years, in order to build a foundation that is consistent with the intent and spirit of the WLC philosophy.

4. Commitments of the Districts Participating in the WLC

4.1 Coordination: For each district function, where applicable, the district shall have a point of contact for operational questions to ensure collaboration with the WLC.

4.2 School Boards: The school boards of the participating districts retain ultimate authority over WLC schools. School boards will receive progress reports from the WLC Council and/or WLC Team regarding their respective school(s) and their progress towards goals collaboratively set by the parties.

4.3 Staffing Allocation: Districts will ensure that each WLC school has access to all staffing units earned through the annual September 30th unit count and may add additional units as needed.

4.4 District Leads: Each district agrees to dedicate one district staff member to work exclusively with the WLC Executive Director and WLC Council to help create a solid foundation that represents the intent and spirit of the WLC philosophy. Roles will be in areas specific to the WLC Team’s needs.

4.5 Human Resources: Since school employees remain employees of their district, each district will continue to operate payroll and benefits for them. Non-administrator school-based staff will be identified and recruited by the WLC, interviewed and selected by the schools with support from WLC, and processed by the district HR team.

4.6 Transportation: Transportation provisions will remain at the district level. The WLC may propose modified transportation policies to, for example, address student mobility challenges. The districts will approve reasonable requests and may require the WLC to cover additional costs associated with any changed policies, rather than the district covering costs. In addition, the parties may investigate innovative partnerships with DART to alleviate transportation challenges.

4.7 Nutrition and Food Services: School nutrition and food services remain the responsibility of the districts. The WLC may partner with the districts in exploring farm-to-table partnerships or other potential modifications to food services and will work out an agreed upon way to pay for such partnerships.

4.8 Cross-District Collaboration: Districts agree to partner with each other to work together to benefit students, educators, and families. This includes the sharing of best practices across the WLC.

4.9 Facilities: All physical plant issues, including maintenance and improvements, will continue to be the responsibility of the district.

4.10 Criminal History Background Checks: Criminal history checks remain handled by the districts.

4.11 Technology: Participating districts will continue to provide technology infrastructure and support.

4.12 Communications (Internal and External): Upon signing this agreement, the parties will jointly agree to a protocol for communication with parents and families, along with media requests and press releases.

5. Finances

5.1 District as Fiscal Agent: Each district agrees to serve as the fiscal agent for its WLC schools and will:

- Allocate all school-level earned funds and units to the school that can't be less than the prior year unless there is a significant drop in enrollment or availability of state and/or federal funds. An estimated allocation should be communicated by May 1, with the final allocation by July 1.
- Process all financial transactions, including payroll, and respond to audits.
- Provide financial supports and guidance as appropriate.

5.2 Department of Education Role: The Delaware Department of Education commits to:

- Review and approve the annual allocation of all funds, ensuring that each school receives all funds it is entitled to.
- Provide financial training and guidance, to include budget preparation, to school leaders and WLC Council members.
- The Secretary of the Department of Education will serve as the arbiter if a disagreement arises between a district Chief Financial Officer and the WLC.

5.3 WLC and School Leaders Role: The WLC, in collaboration with school leaders, will have the authority to:

- Establish an annual budget and spending plan, in accordance with the allocations provided through all funds.
- Recruit, hire, and retain staff, in accordance with State and local salary schedules.
- Utilize funding sources in accordance with federal and State law and regulations unless additional flexibilities are provided through the annual appropriations act.
- The WLC Team will liaise with the districts around financial and operational functions, support schools with their flexibility to ensure funds are used appropriately, develop agreements including those for community services, write and monitor grants, and manage private sector support.

5.4 Commitment for Ongoing Funding by the State: In addition to existing state, local, and federal funds (including Opportunity Funding, K-3 basic special education funding, and mental health funding), the Governor’s FY 2023 budget proposes an additional \$7 million for schools that join the WLC. Each of the FY 2023, FY 2024, and FY 2025 Governor’s recommended budgets will have no less than \$7 million for schools in the WLC. An additional \$7.2 million is proposed in this year’s recommended base operating budget for the Redding Consortium’s recommendations for city schools, bringing that total proposed funding line to \$12.8 million for Redding Consortium initiatives (including operating and supplemental funds). The WLC Team and the WLC Council will report annually on the usage of the \$7 million.

5.5 WLC-Specific Funds: Of the proposed \$7 million for the WLC, the majority will be flexible funding for schools to help meet needs identified by schools. The WLC Council and WLC Team will plan funding distribution to maximize educational impact. Common educator and community feedback shared the need for more paraprofessionals, additional staff, enrichment programming, tutoring, and mental health supports. The WLC Team and WLC Council may use some of this funding for city-wide initiatives (e.g., pre-k investments and coordination across both community and district-based child care centers and homes, a teaching fellows initiative, stipends), but such decisions should be made in concert with the Redding Consortium, so efforts are not duplicated. Funding will also cover staffing and operational costs of the WLC.

5.6 Federal Funds and Grants: The WLC and WLC schools may apply for grants specific to WLC schools. Districts commit to collaborating to help facilitate such applications if necessary. Districts and the WLC will work collaboratively regarding district-wide grants, to ensure WLC schools get funding available to them, and are able to deploy funds in a way that is consistent with the identified needs of the schools.

6. School Staffing

6.1 Educators and School Staff: Educators remain members of their local union. Each district’s local union remains the exclusive bargaining representative for educators at WLC schools. Working conditions are determined by Collective Bargaining Agreements (CBAs). Modifications may be negotiated to best meet each district’s city schools’ needs. Educators will

be evaluated by building administrators in a manner consistent with State law. The goal of this agreement is to create a framework of commonality, while giving individual schools and communities the ability to flexibly innovate. As such, there will be some elements that will need to be worked out at the local level through potential addenda to CBAs. Commonalities may include curricula, programs for students, and models of shared decision-making. Any WLC-specific CBA agreements must be agreed to by the local union, the WLC Council, and the relevant district's School Board.

6.2 School Leaders: During the planning year, school leaders will be co-supervised by the WLC's Executive Director and each participating district's designated supervisor. Beginning in the 2023-2024 school year, direct supervision will shift to the WLC, working in partnership with the district and WLC Council, which includes each district's superintendent and city board member. After consultation with the district's superintendent, the Executive Director will make hiring and other school leader personnel recommendations to the WLC Council. If approved by the WLC Council, the recommendation will be submitted to the district's school board. The school board commits to accept recommendations that are not considered unreasonable.

7. Academics

7.1 Curriculum: For the planning year of the WLC (2022-2023), each district continues to oversee their curricular decisions; subsequently, curricular decisions will be delegated to the WLC. In future years, it may be determined that a common, culturally relevant, high-quality, flexible curriculum be used across all WLC schools. The WLC Team and WLC Council must ensure robust engagement with affected educators and leaders from all participating districts and schools before making such a decision. During the planning year, the WLC Team will convene curriculum leads from the participating districts to discuss the history of curricular adoptions and current curricular practices.

7.2 Special Education and English Learner Supports: During the planning year, the WLC Team and each district will work to ensure the best support plans for students with special needs and English learners moving forward. Special education and English learner supports will be the ultimate responsibility of the district, working in partnership with the WLC

and school staff to ensure plans for students with special needs and English learner students are effectively met.

7.3 Assessments: WLC schools will continue to participate in all assessments required by the State. For other assessments, the WLC Team and WLC Council will decide which assessments schools use and will prioritize the development of common interim measures to monitor and celebrate growth across WLC schools.

7.4 Enrichment: After conducting an open and honest needs assessment in the planning year, the WLC and each school will have the ability to determine enrichment and extended day offerings. The WLC will ensure high quality partners are delivering this enrichment, and that partners are held accountable for results, so the schools' goals are the partners' goals, and vice versa. These services will begin during the 2022-2023 school year.

8. Planning Year

8.1 Planning Year: The 2022-2023 school year will be a planning year with additional supports. Upon the signing of this agreement, the WLC Council will be appointed. The WLC Council will immediately conduct a search and hire an Executive Director. The Executive Director will build out the WLC Team and will work with the dedicated district point who is working with the WLC, as specified in section 3.3. Goals for the planning year will include creating strong ELTs and Community Councils, creating school plans that will drive student achievement and wellness outcomes, and launching enrichment programs with proven, high-quality partners. The WLC Council and WLC Team will conduct meaningful and far-reaching engagement. This must include educators and school staff, parents and guardians, students, and community members. Finally, as specified in section 1.2, the WLC will immediately conduct an open and honest needs assessment of both district and school practices impacting city students.

9. Other Important Educational Components

9.1 High School Configuration for City Students: In addition to ensuring the successful operations of WLC schools, the WLC Council will also convene conversations regarding the high school configuration for city students. In the short term, the Department of

Education will lead an effort to support bridge programs, collaborate with the New Castle County Vocational Technical School District around space at Howard High School, and partner with participating districts around high school choice options for city students. Additionally, the WLC Council will immediately begin conversations about high school options for students, and how to best structure this important conversation and effort. The WLC Team will also explore creating personalized success plans for 8th graders leaving the WLC for high school.

9.2 Supporting Non-City Schools Serving City Students: There are several schools in New Castle County that, while not located in the city, serve large numbers of city students. In addition to Opportunity Funding, which schools currently receive to support low-income and English learner students, the WLC Team will work closely with district partners to lift up best practices in meeting the needs of city students, including the annual publishing of a resource guide of vetted resources and experts to support student and educator success.

9.3 Choice Options Closer to the City: The WLC Team will also work with the districts to communicate and support choice options for students who wish to attend middle school in the city. The State has already committed significant funding for a new school on the East Side and a renovated school on the West Side of Wilmington.

10. Other Terms of Agreement

10.1 Reporting Requirements: Each school board will receive an update at each of their regular public meetings from their superintendent and/or city board representative, each of whom serve on the WLC Council. No less than twice annually, the WLC Executive Director and/or their designee from the WLC Team shall give a more detailed update to each school board on the progress of their respective schools.

10.2 Performance Requirements for the WLC: With the creation of this new structure, the WLC will be accountable to each district for improving student outcomes. Goals will be set collaboratively through mutual written agreement by the participating districts and the WLC Council no later than March 31, 2023.

10.3 Compliance with Applicable Laws: The WLC shall perform its obligations under this agreement in compliance with all applicable laws and regulations, including all

applicable laws and regulations that apply to WLC schools or their operations, as such applicable laws may be amended from time to time.

10.4 FOIA Compliance: The WLC will operate subject to the rules and procedures set forth in the Open Meeting provisions of the Freedom of Information Act, *29 Del. Code* section 10004.

10.5 Liability. Districts shall remain liable for the negligence of their employees, and the WLC shall be liable for the negligence of WLC employees. However, on all comprehensive or commercial general liability insurance policies obtained by the WLC, each district and all district employees connected to any WLC school shall be additional named insureds on such policies.

10.6 Liability Insurance: The WLC will maintain insurance throughout the term of this agreement. Such insurance will include comprehensive general liability insurance coverage that would protect the WLC and its staff, and would also protect the districts and any district employees, against any claims against any of them in connection with the operations of the WLC schools. That liability insurance protection will be funded by the WLC and will have coverage limits and coverage types that will be subject to discussions and reasonable agreement between the districts and the WLC.

10.7 Dispute Resolution: Should disputes arise between a district and the WLC, the parties commit to working in good faith to resolve these. If disputes cannot be resolved, the Secretary of Education will serve as the arbiter of disputes.

10.8 Term and Termination: This agreement will run through June 30, 2027. Should the WLC fail to reach its agreed upon goals set forth pursuant to section 10.2 for two consecutive years, beginning with the 2023-2024 school year, a district may terminate its involvement in the WLC before the end date after holding a public hearing on the topic at least 30 days before its termination vote. Unless a district's School Board votes to terminate by March 1, 2027, after holding a public hearing on the topic no later than January 31, 2027, this agreement will be extended for another two years, at which time the same process will repeat. If a district decides to leave the WLC, this agreement remains in effect for any other remaining district(s). Should the Redding Consortium create a redistricting plan that is approved by the

General Assembly before the termination date, and the plan take effect before the June 30, 2027 date, each participating district may choose to terminate this agreement.

In witness whereof, the parties have caused their proper and duly authorized officers to execute and deliver this agreement as of this ____ day of _____, 2022.

Brandywine School District

by: _____

position: _____

Christina School District

by: _____

position: _____

Red Clay Consolidated School District

by: _____

position: _____

Delaware Department of Education

by: _____

position: _____

Wilmington Learning Collaborative, Inc.

by: _____

position: _____