

Agreement to Establish the Wilmington Learning Collaborative

Whereas, through engagement, members of the community and stakeholders have raised numerous barriers and challenges that 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:** Institutional racism and barriers have caused trauma, poverty, and an inequitable education system for Wilmington students.
- **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 the challenges and barriers raised, 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 increase the following in WLC schools:

- Welcoming and inclusive school environments;
- 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; and

Whereas, it is recognized that this agreement is the starting point to continue robust conversations and formalize specific plans to address the needs in our city schools, with a core principle of collaboration and empowerment of educators and the community.

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. This process is further described in section 8.1.

1.3 Engaged Districts: Districts retain the ultimate authority over WLC schools, but will delegate many agreed-upon responsibilities as specified in this agreement 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 is accountable to the districts for success. Districts may add or remove individual schools from the WLC without invalidating this agreement, as specified further in section 10.11.

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 as specified in this agreement to the WLC, while holding the WLC accountable for progress.
- **Accountability:** In return for delegating responsibilities specified in this agreement to the WLC, each district will hold the WLC accountable for meeting goals set by the parties, as laid out in section 10.2. The WLC is accountable to the districts for supporting schools and helping them to meet the agreed upon goals.

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 will be made by school leaders working with the school's Educator Leader Team, consistent with the key principles of [Labor Management Partnerships](#),¹ 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;

¹ The National Labor-Management Partnership includes the American Association of School Administrators (AASA), the American Federation of Teachers (AFT), the Council of Chief State School Officers (CCSSO), the National Association of Secondary School Principals (NASSP), the National Association of Elementary School Principals (NAESP), the National Education Association (NEA), and the National School Boards Association (NSBA).

- School schedules and calendars, being cognizant of and in coordination with district operations, policies, and support departments, and adhering to state law and regulations around school calendars;
- Resource and staff deployment, being cognizant of and in coordination with district operations and policies;
- Certain working conditions (including professional learning topics, professional learning schedules, and interventions), subject to MOUs reflecting such changes to working conditions if applicable;
- Well-rounded, equitable, engaging enrichment opportunities for students, which may also include release time for educators for professional learning and collaboration, consistent with the requirements of 14 Delaware Code section 1335; and
- New hires, staffing priorities, and customized mentoring practices.

As the instructional and operational leader of their school, principals will conduct regular and frequent meetings with their ELT and site-based Community Council to ensure voices and perspectives are heard and represented in their decisions.

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 as set forth in this agreement. At a minimum, each ELT must include teaching and educational support professionals. The WLC and the district leads identified per section 3.3 will work collaboratively with each local association affiliated with DSEA to define the parameters of the ELT and the election process.

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;
- Be informed of and give feedback and suggestions 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, supported by the WLC, 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 educational staff roles will be a three-pronged process: the WLC, coordinating with the district, will recruit candidates, consistent with the law, 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. The school's recommendation for hire shall be given significant weight and consideration by the hiring district, and in the absence of good

cause, the school's selected candidate shall be hired, assuming eligibility for the position under federal and state law.

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.² The WLC Council and WLC Team will create a set of recommendations for districts around enrollment procedures to reduce the challenges of student mobility.

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, 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 is Attachment 1. The WLC will immediately explore partnerships with Delaware's higher education institutions and other community organizations and experts to support this work, including a potential partnership with Delaware State University and their new Riverfront Campus, upon discussion with Delaware State University.

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

² Understanding that William C. Lewis Dual Language Elementary has different enrollment processes than each of the other schools.

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 other legal guardian 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, the Delaware Hispanic Commission).
- 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 senior 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 appoint a total of three students, a 10th, 11th, and 12th grader, though the 12th grader will be the only voting member, and he or she will not vote upon, be present during, or participate in discussions around personnel matters. Any action that would require the affirmative vote of a majority of the WLC Council shall only require a majority of 11 members as to personnel matters, to the exclusion of the student appointee.

From the 12 WLC Council members, the Governor will appoint the first chair, and the WLC Council shall elect a vice-chair, who will act as chair in the absence of the chair. The first chair and vice-chair shall serve in this role for two years (the planning year and first year of implementation). Thereafter, the WLC Council will elect a chair and vice-chair annually from amongst its members. The three superintendents and the three city board members shall be voting members and 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 and other operating procedures 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 proven track record and 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 and Council will be accountable for results and will prioritize transparency in this work. Each district will commit one staff member for the planning year specified in section 8.1 to work exclusively with the WLC Team to help build a foundation that is consistent with the intent and spirit of the WLC philosophy of empowering those closest to students. Districts and the WLC will work collaboratively to further define the parameters of this partnership for the planning year. After the planning year, each superintendent and the Executive Director will work collaboratively to further define this partnership to ensure two-way communication between the WLC and each district and create a strong bridge between the WLC and districts for identified needs.

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 and will hold the WLC Council accountable for helping schools meet the goals as specified in section 10.2. School boards will receive progress reports from the

WLC Council and/or WLC Team, potentially in collaboration with building leaders, 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 districts may choose to add additional units as needed.

4.4 District Leads: Per section 3.3, 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. For the planning year, such roles will be jointly funded by the WLC and the districts, and absent an agreement between the WLC and districts on an alternate way to jointly fund these roles, the WLC will pay the state share and the districts will cover the local share. Beyond the planning year, the WLC and districts will work collaboratively to determine the amount of time the district leads will dedicate to the WLC and the mechanism for paying their salaries.

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 educational staff will be identified and recruited by the WLC, interviewed and selected by the schools with support from WLC including each district's identified lead, and processed by the district HR team, per section 2.7. Nothing in this document supersedes 19 Delaware Code chapter 13, 14 Delaware Code chapter 40, or an existing collective bargaining agreement. No changes to working conditions must be carried out as contemplated in this agreement unless ratified between the respective union and employer in a separate writing.

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 consider 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, working with each building leader, 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 15, with the final allocation by July 15. Nothing in this agreement shall impose obligations upon a district after the agreement terminates or expires. To the extent that districts previously raised referendum funding for certain purposes, the WLC and WLC schools will continue to use funds in ways consistent with these uses.
- Process all financial transactions, including payroll, and respond to audits, consistent with the State of Delaware Budget and Accounting Policy Manual and federal and state law and regulations, being cognizant of and in coordination with district policies.

- Provide financial supports and guidance as appropriate.³

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, except as otherwise set forth herein.
- Utilize funding sources in accordance with federal and state law and regulations, and the State of Delaware Budget and Accounting Policy Manual, being cognizant of and in coordination with district policies, 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 includes an additional \$7 million for schools that join the WLC. Each of the FY 2024 and FY 2025 Governor’s recommended budgets will also have no less than \$7 million for schools in the WLC. An additional \$10.2

³ The Christina School District is not responsible to backfill the state funding that their city schools received as part of the Wilmington Schools MOU signed on March 8, 2018.

million is included in the FY 2023 base operating budget for the Redding Consortium's recommendations for city schools, bringing that total 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. Should the WLC cease operations, no district would be responsible for backfilling its state WLC funding.

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 childcare 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) and this document does not change any terms of employment, as any such changes would need to be bargained. Modifications may be negotiated to address 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 or MOUs to CBAs. Commonalities may include curricula, programs for students, and models of shared decision-making. If the parties conclude that a WLC-specific CBA addenda or MOU agreement is necessary, the WLC Council shall present its position on the appropriate adjustment to the local union and the relevant district's School Board, who shall thereafter work to finalize the mutually agreed upon adjustment, with support from the WLC's Executive Director. The adjustment request should be presented only to the relevant board and if the board determines it needs a MOU, it will seek a MOU. This process only applies to CBA addenda or MOUs specific exclusively to the schools in the WLC.

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. Any such action must comply with state law and applicable district collective bargaining agreements around administrative appointments and related policies.

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, and by execution of this agreement are, 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.⁴ 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

⁴ If a curriculum change is made in the future, the WLC and district should work with Lewis to determine what changes if any make the most sense for that school, given its dual-language focus.

districts to discuss the history of curricular adoptions and current curricular practices. Costs for any curriculum changes in future years, that are over and above what the district currently spends, would be covered by the WLC.

7.2 Special Education and English Learner Supports: Special education and English learner supports will be the ultimate responsibility of the district, working collaboratively with the WLC to ensure plans for students with special needs and English learner students are effectively met. Notwithstanding any delegation of authority contained in this agreement, the districts and school boards retain the authority to take any action deemed necessary to ensure compliance with state and/or federal special education laws at any of their schools covered in this agreement. Such authority includes the right to exercise all powers a school district can exercise subject to procedural safeguards (including without limitation as to identification, evaluation, placement and programmatic decisions concerning each student), and to take any discipline action against an employee who oversees the cause of, or causes, special education liability(ies).

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, in collaboration with each school's administration and ELT, 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.

7.5 Code of Conduct: Beginning in the planning year, each district's code of conduct remains in effect. The WLC's Executive Director or his/her designee will work collaboratively with districts as they update and amend their codes of conduct to advocate for the needs of city students in these documents.

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 WLC will then immediately conduct an open and honest needs assessment and root cause analysis, including but not limited to, district practices, school practices, and community and partner supports impacting city students, which will help inform the work of the ELTs, Community Councils, and WLC as a whole. The Executive Director will then 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 also 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.

8.2 Educator Engagement: Beginning in the planning year, and lasting through the duration of this agreement, the WLC efforts must authentically and consistently engage educators, who are in front of students every day and know what their students need. The WLC in collaboration with the local unions will ensure continuous efforts to amplify educator voice in the planning and implementation of this agreement.

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. Additionally, the WLC will collaborate with the districts and state to explore and identify additional services that can be provided to or are available to city students attending non-city schools in students' regular feeder patterns. These services would be above and beyond what is currently provided.

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 Limitation on WLC Council Membership: No person shall serve as a director on the WLC Council where such person would not qualify to serve as a member of a board of a public school district under the provisions of 14 Delaware Code section 209, including under any future amendments to that code provision.

10.5 FOIA Compliance: The WLC will operate as a “public body,” subject to the rules and procedures set forth in the Freedom of Information Act, 29 Delaware Code sections 10001 and following. This will include the Open Meeting provisions of the Freedom of Information Act, 29 Delaware Code section 10004, and also the provisions allowing for the examination and copying of public records, 29 Delaware Code section 10003.

10.6 Liability: Nothing in this agreement is intended to impact the liabilities or immunities of any party, and each party shall be liable for the acts or omission of their agents to the extent they currently are under state or federal law.

10.7 Liability Insurance: The WLC will maintain insurance throughout the term of this agreement. Such insurance will include comprehensive general liability insurance coverage that would, to the maximum extent possible, protect the WLC and its staff, and also: (i) the districts; (ii) any district employees; and (iii) all board members, both in their official and in their personal capacities, (collectively, the “district insureds”) against any claims against any of them in connection with the operations of the WLC schools. This insurance program shall be designed with the overarching objective of providing full insurance coverage for any assertion of liability against either the WLC or the district insureds for liability arising from the acts or omissions of the WLC or its agents with respect to WLC schools. Coverage shall include payment of defense costs and awards of prevailing party fees in special education disputes. The liability insurance protection will be funded by the WLC and will have coverage limits and coverage types (in addition to comprehensive general liability) that will be subject to discussions and reasonable agreement between the districts and the WLC.

10.8 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, except where state law or regulation sets forth a different process with respect to employment matters.

10.9 No Admission: Nothing in this agreement serves as a legal admission by any signatory hereto.

10.10 Term and Termination: This agreement will renew annually on July 1 of each year. Should a district indicate that the district desires to opt out of the agreement, the WLC Council must be made aware of any such intent by December 31 of the prior year. A public meeting must be held no later than January 31, at which the district must inform the public of the reason(s) why the district is considering opting out of the WLC. The WLC shall be afforded an opportunity to respond to any concerns expressed at such meeting. There shall thereafter be a second meeting, at which time the WLC shall be provided an opportunity to present proposed solutions to any concerns expressed by the board. A school board must then vote before March 1 to terminate involvement, effective July 1, or to continue the agreement. If, as of December 31 of any given year, there is no notice of intent provided, the agreement will automatically renew for the next year. Additionally, a district may terminate its involvement in the WLC at any time if the state fails to provide the financial support for WLC schools on an ongoing basis as outlined in section 5.4.

10.11 Participating Schools: The schools initially agreed to for participation in the WLC are: Harlan Elementary School (Brandywine), Stubbs Early Education Center (Christina), the Bayard School (Christina), the Bancroft School (Christina), Pulaski (proposed for a potential dual-generation center for the 2023-2024 school year in Christina), Shortlidge Academy (Red Clay), Warner Elementary School (Red Clay), Joseph E. Johnson Elementary School (Red Clay), and William C. Lewis Dual Language Elementary School (Red Clay). Districts may add individual schools to this agreement by a process determined by the districts and WLC collaboratively. In addition to the processes laid out in section 10.10, a district may also remove individual schools from the WLC if both the district and WLC Council agree to such removal. New schools will only be added to the WLC if additional funding is made available by the state to support their participation in the WLC.

10.12 Annual Review: The WLC Council, working with each district, will conduct an annual review of progress, to be submitted to each participating school board no later than November 1 of each year.

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: _____