WORKING DRAFT  
December 10, 2017  
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 \_\_\_\_ (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 (“OGOV”), 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,  
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 K-8 schools.  
1  
WORKING DRAFT  
December 10, 2017  
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.\_., 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 State of Delaware (“State”) reserves its 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;  
(b) devote the funding received as a result of this MOU to the projects and programs  
outlined in this MOU; and  
(c) appropriately spend school improvement funds to ensure maximum benefit to students.  
2. Financial Support  
2.1 No later than July 1, 2018, the State will be able to provide $1.5 million 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  
2  
WORKING DRAFT  
December 10, 2017  
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 usage of such funding.  
2.2 Permitted uses of the funds provided pursuant to Section B.2.1. shall include:  
2.2.1 Trauma-informed training and other professional development training of  
Principals and Teachers in each of the West and East Wilmington Schools,  
pursuant to Sections F.3.1 and G.2, and in the Dual-Generation Center, pursuant  
to Section D.1.  
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. Such incentives may include, without  
limitation, loan forgiveness stipends or funding for supplemental classroom  
supplies and materials.  
2.2.4 Professional learning, innovative programs to lift up students in poverty, or any  
other initiative for the West and East Wilmington Schools that is grounded in  
evidence-based best practice and that the Parties agree to fund.  
2.2.5 Annual Opportunity Grants to the West and East Wilmington Schools. The  
amount of annual funding shall be determined by each school’s needs, subject  
to a cap, determined by the DDOE, on the total amount that may be disbursed  
through Opportunity Grants in each year. Such grants will not be competitive,  
but will require a plan, approved by DDOE, to use funding in a manner which  
will improve student outcomes.  
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 funds for capital improvements associated with the creation of  
the New Schools in an amount to be agreed upon by the State and the CSD, after the State and the  
CSD work together to determine the scope and costs of desired improvements, and the timeframe  
over which such improvements should be made.  
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  
WORKING DRAFT  
December 10, 2017  
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 CDC report to improve communities  
and drive student achievement.  
3.4 If requested by the New Schools, the DDOE will lend support to the reconfigured  
schools to create career pathways programming in grades 7 and 8, as further described in Section  
E.5.1.  
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 K-8 schools, 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.  
4  
WORKING DRAFT  
December 10, 2017  
1.2.3 The East Wilmington School will offer 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 Notwithstanding the provisions of Section A.2., in order to facilitate  
implementation should the CSB approve the reconfiguration plan set forth  
in this Section C.1., the DDOE and CSD, by February 28, 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.  
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 Notwithstanding the provisions of Section A.2., in order to facilitate  
implementation should the CSB approve the reconfiguration plan set forth  
in this Section C.1., the DDOE and CSD, by February 28, 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  
5  
WORKING DRAFT  
December 10, 2017  
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 the  
funding contemplated in Sections B.2.4 and B.2.5.  
2. Reducing Teacher Turnover  
2.1 The CSD will negotiate an MOU with the CEA to present to the CSB, which may  
include terms designed to reduce teacher turnover during the Term of this MOU.  
2.2 Pipelines into Wilmington Schools  
2.2.1 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  
6  
WORKING DRAFT  
December 10, 2017  
with a strong knowledge foundation to build from. 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 The Dual-Generation Center 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  
the Dual-Generation Center is operable in 2018:  
(a) Move students from Stubbs to Bancroft, and repurpose the building for the Dual-  
Generation Center for 2018;  
(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 Christina School District 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.  
7  
WORKING DRAFT  
December 10, 2017  
2. School-Based Health Centers  
2.1 Bayard and Bancroft will open school-based health centers that provide social-emotional,  
behavioral and mental health services to students in time for the 2018-2019 school year. Such  
efforts may include fully utilizing the Henrietta Johnson facility in the east side of Wilmington.  
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.  
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.  
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 later start time to the school day. The State has  
undertaken no funding obligation in this MOU in connection with this provision.  
5. 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.  
7. Other Services  
8  
WORKING DRAFT  
December 10, 2017  
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 and a center  
for ESL 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 reserves  
of 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. 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  
9  
WORKING DRAFT  
December 10, 2017  
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.  
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.  
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 CSB 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  
10  
WORKING DRAFT  
December 10, 2017  
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, and no approval of the CSB shall be required. 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.  
G. Empowering and Supporting Teachers  
The undersigned acknowledge that educators who are on the ground every day with students  
deserve a greater input in 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  
11  
WORKING DRAFT  
December 10, 2017  
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.  
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. The State has  
undertaken no funding obligation in this MOU related to the compensaton 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 \_\_\_.  
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 \_\_.  
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 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 end of the last fiscal year for which no  
appropriation is available or upon the exhaustion of funds.  
12  
WORKING DRAFT  
December 10, 2017  
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 substantial  
failure of another party to fulfill its obligations under this MOU through no fault of the terminating  
party; but only after the other party is given:  
a. Not less than 10 calendar days written notice of intent to terminate; and  
b. An opportunity for consultation with the terminating party prior to termination.  
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 CSD: [[Insert Address]]  
Attn: Superintendent of Schools for the CSD  
To the CSB: [[Insert Address]]  
Attn: President of the CSB  
To the CEA: [[Insert Address]]  
Attn: President of the CEA  
With a copy to: Counsel for the CEA [[Insert Address]]  
To the DDOE: [[Insert Address]]  
Attn: Secretary of Education  
To the Office of the Governor: [[Insert Address]]  
Attn: Education Policy Advisor  
With a copy to: Chief Legal Counsel [[Insert Address]]  
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.  
13  
WORKING DRAFT  
December 10, 2017  
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 and DSEA  
9.1 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 or the Delaware State  
Education Association.  
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  
14  
WORKING DRAFT  
December 10, 2017  
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.  
15