

HOME of the BUCCANEERS

906 Lakeview Avenue Milford, DE 19963
Phone: (302) 422-1600

**AGENDA FOR MONDAY, MAY 19, 2025 AT 6:00 PM
REGULAR SCHOOL BOARD MEETING**

The Milford Board of Education will hold this meeting in-person in the Benjamin Banneker Elementary School, 449 North Street, Milford. Public comment will be held in-person only.

Public may access this meeting at the following link:

<https://milford.webex.com/milford/j.php?MTID=m67abd4a712eae381fbe03d8c85b13eca>

Webinar number: 2867 093 4735

Webinar password:

JYpAkeZu382 (59725398 when dialing from a phone or video system)

To access the meeting via audio conference, members of the public may use the following information:

Dial in: +1-415-655-0001 US Toll

Access code: 286 709 34735

It is anticipated that the board will open a regular session meeting and adjourn into executive session during the beginning portion of this meeting for the reasons identified below, then adjourn into a regular session meeting at approximately 7:00 pm.

1. Call to Order by President

2. Roll Call

_____ **Dr. Adam Brownstein**

_____ **Mr. Matt Bucher**

_____ **Mrs. Ashlee Connell**

_____ **Mr. Victor "Butch" Elzey**

_____ **Mr. Scott Fitzgerald**

_____ **Mrs. Jennifer Massotti**

_____ **Mrs. Jean Wylie**

3. Pledge of Allegiance

4. Approval of Minutes

A. Regular Meeting Minutes for April 14, 2025 **Action Item**

5. Adjournment to Executive Session **Action Item**

A. Personnel Matters – See 29 Del. C § 10004(b)(9)

1. Discussion of the personnel report and the competencies of staff recommended for hire

6. Return to Open Session **Action Item**

7. **Changes to Agenda**
8. **Public Comment**
9. **Superintendent's Report**
 - A. Thank you to Benjamin Banneker Elementary School for hosting us this evening.
 - B. End of School Year Events
 - C. Student Recognition with Chief Academic Officer Dr. Kelly Carvajal-Hageman
10. ***Academic Excellence: Dr. Carvajal-Hageman***
 - A. Field Trip Approvals *Action Item*
 - B. Professional Learning
 - C. Academic Updates
 - D. School Climate and Culture update: Dr. Weller
11. ***Building Our Future: Mr. Scott Kessell***
 - A. Monthly Revenue, Expenditure, Major Capital Reports as of April 30, 2024 *Action Item*
 - B. Prelim FY2026 Revenue and Expenditure budget *Action Item*
 - C. MEA Custodial/Maintenance Contract Approval *Action Item*
 - D. Preliminary Tax Information
 - E. Construction Changes orders *Action Item*
12. ***Empowering and Investing in our People: Dr. Bridget Chaves***
 - A. Personnel *Action Item*
13. **Board Discussion**
 - A. DSBA Updates
 - B. Recommended Revised Draft Board Policies for Action
 1. Board Policy 6111 – Curriculum Development *Action Item*
 2. Board Policy 8204 – Student Representative to Board of Education – First Read
 3. Revised Board Policy 4302 (c) - Local Salary Supplement: Technology Specialists *Action Item*
 4. Board Policy 5404 – District Code of Conduct *Action Item*
 5. Revised Board Policy 3304 (a) – Wellness Policy *Action Item*
 - C. Recommended New Board Policies for Action
 1. Board Policy 5404.1 Alternative Placement Process Policy *Action Item*
14. **Adjournment *Action Item***



**MILFORD SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR BOARD MEETING
April 14, 2025**

Board Members in Attendance	
Mr. Butch Elzey	Mrs. Jennifer Massotti
Dr. Adam Brownstein	Mr. Scott Fitzgerald
Mrs. Ashlee Connell	Mr. Matt Bucher
Mrs. Jean Wylie	

The Regular Meeting of the Milford Board of Education was called to order by President Fitzgerald at 6:00 PM on Monday evening, April 14, 2025.

PLEDGE OF ALLEGIANCE

Mr. Scott Fitzgerald led everyone in reciting the Pledge of Allegiance

APPROVAL OF MINUTES

MOTION MADE BY MRS. JENNIFER MASSOTTI / SECONDED BY MR. BUTCH ELZEY to approve the Regular Meeting Minutes for March 17, 2025. **Motion passed unanimously.**

ADJOURNMENT TO EXECUTIVE SESSION

MOTION MADE BY MRS. ASHLEE CONNELL / SECONDED BY MR. ELZEY to adjourn into Executive Session at 6:02 PM. **Motion passed unanimously.**

RETURN TO OPEN SESSION

MOTION MADE BY MRS. CONNELL / SECONDED BY MRS. JEAN WYLIE to adjourn Executive Session and return to Open Session at 7:24 PM. **Motion passed unanimously.**

CHANGES TO AGENDA

There were no changes to the April 14, 2025, agenda

PUBLIC COMMENT

No Public Comments were made.

SUPERINTENDENT'S REPORT

Superintendent, Dr. Bridget Chaves thanked the Mispillion School Administration and Staff for hosting the April 14th Board Meeting.

Dr. Chaves presented the Board Meeting Dates for the 2025-2026 academic year.

MOTION MADE BY MR. ADAM BROWNSTEIN / SECONDED BY MR. MATT BUCHER to approve the Board Meeting dates for 2025-2026 academic year. **Motion passed unanimously.**

ACADEMIC EXCELLENCE: Dr. Kelly Carvajal-Hageman

Dr. Carvajal-Hageman presented Field Trips for the Board's approval. Mr. Fitzgerald inquired as to why two trips to the Salisbury Zoo in two classes had a difference in cost. Dr. Carvajal-Hageman explained that each class has a separate organizational structure that determined cost. Mrs. Massotti stated the two zoo trips in question had a different amount of students which impacted the transportation cost and different funds provided by different school organizations. Dr. Carvajal-Hageman assured Mr. Fitzgerald she would research the pricing structure to confirm consistent pricing for field trips was applied moving forward.

MOTION MADE BY MR. BUCHER / SECONDED BY MRS. MASSOTTI to approve all Field Trips presented. **Motion passed unanimously.**

Dr. Jessica Weller presented the School Discipline Improvement Program for (FIRST READ)

Dr. Weller explained the Delaware Department of Education (DDOE) requires a School Discipline report which is disaggregated by student demographics such as race, ethnicity, gender, etc. The report identifies whether the school meets or exceeds the thresholds set forth within each subgroup. In the event a school exceeds the threshold of exceeding 15 students per 100 for three consecutive years in each specified category of discipline, the school is required to develop an Improvement Plan monitored by the DDOE.

Dr. Brownstein cautioned Dr. Weller to be mindful of not overlooking students who need assistance to stay within the acceptable percentage threshold and therefore avoid the district having to be on a plan. Dr. Weller assured him that her and her team have integrity and would not do that. She maintained that should a plan be required; they would continue to actively work to improve practices and follow an improvement plan as necessary. She additionally explained, the district will be following the plan for the next three years. Dr. Weller clarified that DDOE was representing Delaware requirements and not necessarily Federal.

In the Milford School District, Milford High School and Milford Central Academy require School Discipline Improvement Programs to be put in place due to statistical reports. Dr. Weller also expressed the BRIDGES program and Milford Men and Lady Buccaneer groups have been implemented as tools. An update on The BRIDGES program will be presented at the May 2025 Board Meeting. Mrs. Wylie expressed that it is important to find other talents and interests in students such as art or music, because some students have gifts in these areas.

Mr. Elzey departed the meeting at: 7:33pm.

BUILDING OUR FUTURE: Dr. Sara Hale
Revenue, Expenditure and Major Capital Reports

BUILDINGS & GROUNDS

Mr. Mike Sharp presented playground plans for Benjamin Banneker School. He shared it has been 20 years since the last playground equipment was upgraded at this school.

MOTION MADE BY MR. BUCHER / SECONDED BY MRS. WYLIE to accept playground plans. **Motion passed unanimously.**

Mr. Sharp presented the facility and building improvement report. Mr. Bucher asked if Mr. Sharp had requested estimates for the improvements. He responded no and explained the work will continuously be completed and required estimates will be obtained as they move along. Mr. Fitzgerald asked if the water fountain chillers were going to be replaced as well. Mr. Sharp explained they will be replaced as needed. Mrs. Wylie asked about the water filters and roof leaks which will also be repaired as needed.

MOTION MADE BY MRS. MASSOTTI / SECONDED BY MR. BUCHER to accept the Facility Improvements Report. **Motion passed unanimously.**

Dr. Hale presented the board with finance reports on monthly revenue, expenditures, and major capital reports. She stated the total cost of technology work for the new Middle School was \$352K. She also explained the district cost had been reduced by 15% due to Technology Supervisor, Mr. Adam Richardson, and his diligent research. Dr. Hale thanked Mr. Richardson for his contribution to cost savings.

MOTION MADE BY MRS. MASSOTTI / SECONDED BY MRS. WYLIE to accept the finance report

as presented. **Motion passed unanimously.**

Dr. Hale presented the board with the current Change Orders. Mrs. Wylie asked how the change orders affected the construction budget regarding any potential increases. Dr. Hale explained the increase was 1.6%. Mr. Bucher responded that this is well below the standard increase which is normally 5% to 8% and our community is to be reassured our project remains on time and under budget.

MOTION MADE BY MR. BUCHER / SECONDED BY DR. BROWNSTEIN to accept the change orders as presented. **Motion passed unanimously**

Dr. Hale presented the board with the DDOE report. Dr. Hale expressed that we are well under budget.

MOTION MADE BY MRS. CONNELL / SECONDED BY MR. BUCHER to accept finance report as presented. **Motion passed unanimously.**

UPDATES

Dr. Hale announced that she will be resigning. She thanked her finance team and stated that she will remain active as a parent and community member and “will forever be a Buccaneer”.

EMPOWERING AND INVESTING IN OUR PEOPLE: Ms. Laura Manges

Personnel Report

MOTION MADE BY MRS. MASSOTTI / SECONDED BY MRS. WYLIE to accept the Personnel Report as presented during the Executive Session. **Motion passed unanimously.**

BOARD DISCUSSION

A. DSBA UPDATES

1. Mr. Bucher reported that he attended the 2025 National School Board Association Conference in Atlanta.

B. Recommended Revised Board Policies for Action

1. Revised Board Policy 4323a, Local Salary Supplement: Cafeteria Workers

Dr. Laura Schneider Bond presented the proposed revision to policy 4323

MOTION MADE BY MRS. MASSOTTI / SECONDED BY MRS. CONNELL to approve the local salary supplement **Motion passed unanimously**

2. Code of Conduct – 5404 presented for **First Read**

Dr. Weller presented a first read of the Code of Conduct explaining DDOE is intending to make further updates that could potentially impact the policy and result in additional changes being necessary. Dr. Weller and her team determined it was best to extract the section of the current policy involving Out of District Placements out of the policy to await the updates. Once updated by DDOE, Dr. Weller will present the necessary updates to the Board for approval.

3. Dr. Weller thanked the board and proceeded to present Alternative Placement Policy – 5401.1 **First Read**

ADJOURNMENT

MOTION MADE BY DR. BROWNSTEIN / SECONDED BY MRS. CONNELL that the Regular Meeting of the Milford Board of Education held on Monday April 14, 2025, adjourned @ 8:07 PM. **Motion passed unanimously.**

BOARD AGENDA

April 14, 2025

PERSONNEL REPORT – *Action Item*

RECOMMEND FOR EMPLOYMENT – ADMINISTRATIVE CONTRACT*

SCHNEIDER, Laura

District – Director of Human Resources

Effective: July 1, 2025

STREET, Alicia

Ross – Assistant Principal

One year contract ending June 30, 2026, with an effective date of July 1, 2025

RECOMMEND FOR EMPLOYMENT – PERMANENT CONTRACT*

LONG, Jane't

Banneker – Pre-Kindergarten Special Education Teacher

Effective: August 18, 2025

LEYANNA, Danielle

Banneker – Elementary Teacher

Effective: August 18, 2025

WISE, Jasmine

Banneker – Elementary Teacher

Effective: August 18, 2025

JONES, Rylee

Banneker – Elementary Teacher

Effective: August 18, 2025

TORRES RIVERA, Nydia

Morris – Spanish Immersion Teacher

Effective: August 18, 2025

GALATI, Kristin

Central – Special Education Teacher

Effective: August 18, 2025

DE DIEGO ALONSO, Ana

Middle – Spanish Immersion Teacher

Effective: August 18, 2025

GRACIA LOPEZ, Javier

Middle – Spanish Immersion Teacher

Effective: August 18, 2025

RECOMMEND FOR EMPLOYMENT – TEMPORARY CONTRACT*

PERRY, Austin

High – Special Education Teacher

Effective: April 28, 2025

RECOMMEND FOR EMPLOYMENT*

MORRISON, Megan

Central – Full-Time Educational Support Paraprofessional
Effective: April 15, 2025

BAKER, David
Central – 6.0-hour Child Nutrition Worker
Effective: April 28, 2025

JOHNSON, Prestina
Banneker – 6.0-hour Child Nutrition Worker
Effective: April 28, 2025

SILVERMAN, Matthew
High – Cafeteria Manager
Effective: August 2025

NON-RENEWAL – PROFESSIONAL CONTRACT

TIMM, Christopher
Central – Student Interventionist Support Staff
Effective: June 30, 2025

MCENTAFFER, Hunter
High – Math Teacher
Effective: June 30, 2025

NON-RENEWAL – TEMPORARY CONTRACT

WOODSIDE, Dinae
Central – Multi-Lingual Language Teacher
Effective: June 30, 2025

RIZZUTTI, Margaret
Morris – Kindergarten Teacher
Effective: June 30, 2025

COLON, Wilmary
Banneker – Student Interventionist Support Staff
Effective: June 30, 2025

HARRIS, Sorrelle
Banneker – Student Interventionist Support Staff
Effective: June 30, 2025

O’KELLEY, Shante
High – Student Interventionist Support Staff
Effective: June 30, 2025

WILKINS, Jessica
High – Student Interventionist Support Staff
Effective: June 30, 2025

OLSHENSKE, Logan
Banneker – Elementary Teacher
Effective: June 30, 2025

SYDNOR, Lumekka
Mispillion – School Counselor
Effective: June 30, 2025

SHANE, Meredith
Central – School Counselor
Effective: June 30, 2025

ROSSITER, Nicholas
High – Science Teacher
Effective: June 30, 2025

TRANSFER

SHARP, Kelly
From Mispillion Elementary Teacher to Middle Elementary Teacher
Effective: August 18, 2025

BENTON, Gabrielle
From Mispillion Elementary Teacher to Middle Elementary Teacher
Effective: August 18, 2025

MAZON, Jessica
From Banneker Student Interventionist Support Staff to Mispillion Full-Time World Language Paraprofessional
Effective: August 18, 2025

SHOCKLEY, Myrna
From Ross Student Interventionist Support Staff to Ross Full-Time Educational Support Paraprofessional
Effective: August 18, 2025

SMITH, Sean
From Ross Custodian to Central Custodian
Effective: TBD

FAULKNER, Matthew
From District Athletic Director (12-month) to High Special Education Teacher (10-month)
Effective: May 2, 2025

LANE, Jennifer
From Central Secretary to Middle Secretary
Effective: TBD

RESIGNATION

HALE, Sara
District – Chief Operating Officer
Effective: May 9, 2025
Service to MSD: 11 years
MALLOY, Kelsea
Banneker – Elementary Teacher
Effective: April 17, 2025
Service to MSD: 8 months

SEIBEL, Sarah
Banneker – Senior Secretary
Effective: May 2, 2025

Service to MSD: 4 years

MESZAROS, Christina
Morris – Kindergarten Teacher
Effective: June 30, 2025
Service to MSD: 26 years

DARLING, Jace
Mispillion – Night Custodian
Effective: April 1, 2025
Service to MSD: 6 days

ALLEN, Pierre
Central – Night Custodian
Effective: April 4, 2025
Service to MSD: 3 months

*Employment at Milford School District is contingent upon employment verification, education and other credential verifications, the receipt of satisfactory criminal background and child protection registry checks, and adherence to Milford School District policies.



School Community Calendar

May 2025

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
ABBREVIATION KEY: MECC-MORRIS EARLY CHILDHOOD CENTER MCA-MILFORD CENTRAL ACADEMY RES-ROSS ELEMENTARY BES-BANNEKER ELEMENTARY MES-MISPELLION ELEMENTARY				1 Ross Spring Choral Concert	2 School Lunch Hero Day Morris PTP BINGO Night - 5:00-6:30	3
4	5 Teacher Appreciation Week	Teacher Appreciation Week 6 Ross Scholastic Book Fair 6-9	7 Teacher Appreciation Week School Nurse Appreciation Day Building Bridges Mtg @ Ross 6pm	8 Teacher Appreciation Week	9 Teacher Appreciation Week	10 Ross Carnival
11	12 BES PTP Mtg	13	14 MECC PTP Meeting Ross PTP Meeting MES PTP Meeting	15 BES, MES, RES Advanced Band Concert	16 MCA DLI Hispanic/Latino Tour- Food Truck	17 MHS Prom
18 Speech Language Pathologist Day	19 Board of Education Meeting MES- Evening of the Arts Night MHS Concert Night of the arts	20 BES DLI Totally Tortillas/Food Truck BES Beginner Band Concert	21 MHS Honor Society Cording Ceremony BES Night of the Arts Banneker Gym 5:30 - 7	22 RES DLI Totally Tortillas/Food Truck RES Beginner Band Concert MHS Senior last day - Senior Social 11am - senior awards 6pm MHS Gym	23 MHS Graduation Practice	24
25	26 District Closed - Memorial Day	27 MHS Graduation practice/Senior Walkthrough/senior curise - line up 5:30 start 6pm	28 MHS Graduation Practice BES Spring Chorus Concert MHS Auditorium 5:30 - 7:30	29 MHS Graduation 6 p.m.	30 BES Field Day MCA DLI Hispanic/Latino Tour- Food Truck	31



School Community Calendar

June 2025

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3 MECC - Kindergarten Celebrations Ross Field Day RES Beginner Band Concert	4 MECC - Kindergarten Celebrations Ross Field Day Building Bridges Mtg @ Ross 6pm	5 MECC - Kindergarten Celebrations MES- Field Day BES Family Picnic	6 8th Grade Promotion Ceremony 9-10:30 MES- Field Day (Rain Date)	7
8	9 Ross 5th Grade Ceremony Banneker 5th Grade Ceremony Mispillion 5th Grade Ceremony	10 Last Student Day	11 Staff Professional Development Day	12 Staff Professional Development Day (1/2 day)	13	14
15 Board of Education Meeting	16	17	18	19 Juneteenth - District Closed	20	21
22	23	24	25	26	27	28
29	30	ABBREVIATION KEY: MECC-MORRIS EARLY CHILDHOOD CENTER MCA-MILFORD CENTRAL ACADEMY RES-ROSS ELEMENTARY BES-BANNEKER ELEMENTARY MES-MISPILLION ELEMENTARY MHS-MILFORD HIGH SCHOOL COMMUNITY EVENTS SCHOOL CLOSINGS & HOLIDAYS				

Student Recognitions

MHS



All-State Junior Honor Band

James Sontay-Abac

All-State Orchestra

Sigrid Evers
Jayson Dinger
Nolan Cohee

All-State Mixed Choir

Merary Haro-Purata
Elliot Peel
Jayson Dinger
Avery Richard

HOSA

Ameiah Bruce, State Level
HOSA: Nursing Assistant
(2nd - Heading to Nationals)
Dayanara Carranza, State
Level HOSA: Pin Design (3rd -
Heading to Nationals)

All-State Senior Honor Band

Maxwell Outten
Evangeline Brown
Anthony Nash
Caleb Malinak
Olivia Tribbett
Jayson Dinger
Tyler Dinger
Eli Rauch
Nolan Cohee
Avery Richard

Educators Rising

Grace Lobiondo, Educators
Rising State Conference: Job
Interview (Gold Medal)
Julia Goralski, Educators
Rising State Conference:
Ed Rising Moment Public
Speaking (Silver Medal)

All-State Treble Choir

Julienne Combs

FFA

Garritt Reagan, Agricultural
Technology and Mechanical
Systems (2nd)
Kathryn Williams, Technology
and Mechanical Systems (2nd)
John Popelas, Agricultural
Technology and Mechanical
Systems (2nd)
Hailey Smith, Agricultural
Technology and Mechanical
Systems (2nd)

National Merit Scholarship Selection Candidate

Anthony Nash

Kent County Senior Honor Band

Maxwell Outten
Evangeline Brown
Anthony Nash
Caleb Malinak
Olivia Tribbett
Jayson Dinger
Tyler Dinger
Eli Rauch
Nolan Cohee
Avery Richard

Sussex County Honor Choir

Michael McKain
Merary Haro-Purata
Timothy Lambert
Julienne Combs
Cheyenne Johnson
Caleb Malinak
Kaycee Stevens-Brittingham
Elliot Peel
Judah Carroll
Myasia Satchell
Giovanni Burgos
Jayson Dinger
Madison Brown
Aria Boyton
Avery Richard
Daphne Hauch
Ty'Vor Cooper

Student Government

Lucy Chorman, National
Student Council Officer
Finalist

Student Recognitions

MCA



JDG Chapter Pride

Makenzie Webb
Leana Cherazard
Kenjina Mele

Kent County Junior Honor Band

Nicholas Vathes
Anamirel Campos
Keisha Mendez-Nolasco
Zoey Blum
James Sontay-Abac
Wyatt Cook
Ryenn Sapp
Verity Seelbach
Georgia Jones
Thomas Smallwood
Jason Walls

FFA

Lainey Chorman, DE State
FFA: Prepared Public
Speaking (*1st*)
Yoselin Perez-Rosales, DE
State FFA: Floriculture (*6th*)
Rhiley Robison, DE State
FFA: Floriculture (*6th*)
Danielle Holdridge, DE State
FFA: Floriculture (*6th*)
Huntley Downes, DE State
FFA: Milk Quality (*8th*)
Michael Richards, DE State
FFA: Milk Quality (*8th*)
Cerese Jester, DE State FFA:
Milk Quality (*8th*)
Amara Duff, DE State FFA:
Milk Quality (*8th*)

HOSA

Sanaa Glover, Medical
Terminology (*Bronze*)
Eyza Chavez-Gutierrez, Health
Career Display Project on
Radiology (*Silver*)
Ellie Jo Lammy, Health Career
Display Project on Radiology
(*Silver*)
Bhagya Shah, Math for Health
Careers (*Silver*)

Student Government

*DE Mock Continental
Congress Representatives:*
Michael Mosley
Ellie Jo Lammy
Sadie Washington

Kent County Honors Choir

Emma Frazier
Karen Gonzalez-Ramirez
Lillian McBroom
Giovanni Johnson
Serenity Abraham
Isaiah Lockett
Ellie Jo Lammy
Anuar "AJ" Gomez
Lilah Villalobos
Emmalynn Shockley
Shirley Powell-Tosson
Za'Nyija Luke

All-State Junior Choir

Thomas Smallwood



Field Trip Name Purpose	Trip Date	Location	Trip Duration	Total Cost	Funding Source	School & Grade
HOSA Nationals(Annual Intl. Leadership Conf.)	6/17/2025 - 6/22/2025	Nashville, TN	5 days	\$3,273.43	509	Milford High School Grades 11th & 12th
NOTE: For the HOSA Trip to Nashville, TN there are 2 students and one Falculty member traveling						



FIELD TRIP REQUEST FORM

Directions: All teachers and others seeking to take students on a field trip must obtain permission by completing this form in its entirety and submitting via email attachment to Mr. Jon Lobiondo, Supervisor of Transportation, at jlobiond@msd.k12.de.us. After a transportation contractor has been confirmed, the form will be sent to the executive secretary who will assign the form to the appropriate staff members for review and signatures. **It is expected that all school-level approving parties already have the appropriate trip information prior to submission of this form.** The order of signatures will be as follows: first, building level school nurse and special education coordinator, then the building principal, then Chief Academic Officer, and finally, the Superintendent.

If you run out of room you may attach additional documents to your submission email. Any incomplete forms will not be processed.

GENERAL INFORMATION

School Name	Milford High School	Date of Request	Date(s) of Field Trip														
Field Trip Coordinator	Vann	04/17/25	6/17-6/22														
Coordinator Contact Information	Phone: 3022495457	Departure Time	Return Time														
	Email: Lvann@msd.k12.de.us	7:00am	7:00pm														
Grade Level(s)	11/12th	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">Location and Duration</th> <th style="width: 30%;">Total #</th> </tr> <tr> <td>Days Missed _____</td> <td>Students</td> </tr> <tr> <td><input type="checkbox"/> In-State</td> <td style="text-align: center;">2</td> </tr> <tr> <td><input checked="" type="checkbox"/> Out of State</td> <td>Staff</td> </tr> <tr> <td><input type="checkbox"/> Overnight</td> <td style="text-align: center;">1</td> </tr> <tr> <td><input type="checkbox"/> Within normal school day</td> <td>Chaperones</td> </tr> <tr> <td><input type="checkbox"/> Beyond normal school hours</td> <td style="text-align: center;">0</td> </tr> </table>		Location and Duration	Total #	Days Missed _____	Students	<input type="checkbox"/> In-State	2	<input checked="" type="checkbox"/> Out of State	Staff	<input type="checkbox"/> Overnight	1	<input type="checkbox"/> Within normal school day	Chaperones	<input type="checkbox"/> Beyond normal school hours	0
Location and Duration	Total #																
Days Missed _____	Students																
<input type="checkbox"/> In-State	2																
<input checked="" type="checkbox"/> Out of State	Staff																
<input type="checkbox"/> Overnight	1																
<input type="checkbox"/> Within normal school day	Chaperones																
<input type="checkbox"/> Beyond normal school hours	0																
Destination: Please identify the facility name and address	HOSA Nationals in Nashville, TA Multiple locations (Hotel, Gaylord Conference, Philly Airport, TN Airport)																

Please indicate departure time in the event of a school delay: ☒ Adjust Departure Time to: n/a
☐ Cancel

Will this trip be rain or shine? ☒ Yes ☐ No

Field Trip Coordinator will need to contact bus contractor directly on day of trip if canceling due to weather or school delay.

Basic Trip Itinerary: Use the space below to provide an overview of the trip's schedule of key activities to assist with planning and approvals.

Please see attached from National HOSA Office

PARENT INVOLVEMENT & BACKGROUND CHECKS

ALL parents & volunteers must have their identification scanned through Raptor in the school's main office at least one week prior to field trip.
Please coordinate chaperone scanning with your main office secretaries.

Will any adults be chaperoning with "direct and unmonitored contact" with students? ☐ Yes ☒ No *If yes, how many?*
0

LEARNING AND ACCESSIBILITY

- ☒ This trip is aligned to standards
- ☒ Students will have prior exposure to be prepared for the trip.
- ☒ Students will synthesize learning after the trip.

Instructional Content Alignment:

Please briefly explain the trip's alignment to grade level content and your pre/post trip plans (may attach documents if necessary)

Students qualified at States to compete at Nationals for HOSA

- ☒ I understand district policy is that all students have access to field trips.
- ☒ I understand that all students (e.g., students with disabilities, Multilingual Learners, etc.) must have the appropriate supports they need for the trip.
- ☒ I have communicated with the school-level Special Education Coordinator to ensure all required student accommodations are met

Accommodations Required:

Please briefly explain any accommodations that will be provided to meet the needs of all students.

NONE

Special Education Coordinator Signature

Date

FIELD TRIP COSTS & FUNDING

Have you confirmed field trip costs and funding with your building secretary? ☒ Yes ☐ No

Estimated Funding Costs

Please include details, e.g., how did you calculate total cost?

Funding Program

If other, please include notes.

Transportation \$ 125.00	<input type="checkbox"/> Perkins <input type="checkbox"/> Parent-Teacher Organization <input checked="" type="checkbox"/> 509 <input type="checkbox"/> Student Activities <input type="checkbox"/> School Budget <input type="checkbox"/> Other:
Admission/Activity Fees \$125 x 3 for HOSA conference fees	<input type="checkbox"/> Perkins <input type="checkbox"/> Parent-Teacher Organization <input checked="" type="checkbox"/> 509 <input type="checkbox"/> Student Activities <input type="checkbox"/> School Budget <input type="checkbox"/> Other:
Meals 0	<input type="checkbox"/> Perkins <input type="checkbox"/> Parent-Teacher Organization <input type="checkbox"/> 509 <input type="checkbox"/> Student Activities <input type="checkbox"/> School Budget <input type="checkbox"/> Other:
Accommodation See attached Hotel Information	<input type="checkbox"/> Perkins <input type="checkbox"/> Parent-Teacher Organization <input checked="" type="checkbox"/> 509 <input type="checkbox"/> Student Activities <input type="checkbox"/> School Budget <input type="checkbox"/> Other:
Chaperone Costs 0	<input type="checkbox"/> Perkins <input type="checkbox"/> Parent-Teacher Organization <input type="checkbox"/> 509 <input type="checkbox"/> Student Activities <input type="checkbox"/> School Budget <input type="checkbox"/> Other:
Other Expenses Flights, see attached documents	<input type="checkbox"/> Perkins <input type="checkbox"/> Parent-Teacher Organization <input checked="" type="checkbox"/> 509 <input type="checkbox"/> Student Activities <input type="checkbox"/> School Budget <input type="checkbox"/> Other:
Total Cost (sum of all the above expenses)	
Individual Student Expenses (what will each student be responsible for paying?)	

APPROVAL SIGNATURES

Approval Sequence Field trips will be approved in the following order. Field trips not approved at one level will not advance to the next level (no appeals). For all overnight field trips (except where a group of students advances in a sequential activity such as a contest) a final cost summary and detailed itinerary must be submitted 30 days prior to the field trip. Incomplete forms will not be processed.

	Approved?	Signature	Date
Principal:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Chief Academic Officer:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Superintendent:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Completed by District Office Staff: Board Approval Date (if necessary):

Documents Received: Student Roster ☐ Yes ☐ No

Itinerary ☐ Yes ☐ No Transportation Quote ☐ Yes ☐ No



Save the completed form on your computer and submit via email to the Supervisor of Transportation.



FIELD TRIP REQUEST FORM

Directions: All teachers and others seeking to take students on a field trip must obtain permission by completing this form in its entirety and submitting via email attachment to Mr. Jon Lobiondo, Supervisor of Transportation, at jlobiond@msd.k12.de.us. After a transportation contractor has been confirmed, the form will be sent to the executive secretary who will assign the form to the appropriate staff members for review and signatures. **It is expected that all school-level approving parties already have the appropriate trip information prior to submission of this form.** The order of signatures will be as follows: first, building level school nurse and special education coordinator, then the building principal, then Chief Academic Officer, and finally, the Superintendent.

If you run out of room you may attach additional documents to your submission email. Any incomplete forms will not be processed.

GENERAL INFORMATION

School Name	Milford High School	Date of Request	Date(s) of Field Trip
Field Trip Coordinator	Vann	04/17/25	6/17-6/22
Coordinator Contact Information	Phone: 3022495457 Email: Lvann@msd.k12.de.us	Departure Time	Return Time
Grade Level(s)	11/12th	7:00am	7:00pm
Destination: Please identify the facility name and address	HOSA Nationals in Nashville, TN Multiple locations (Hotel, Gaylord Conference, Philly Airport, TN Airport)	Location and Duration	
		Days Missed _____ <input type="checkbox"/> In-State <input checked="" type="checkbox"/> Out of State <input type="checkbox"/> Overnight <input type="checkbox"/> Within normal school day <input type="checkbox"/> Beyond normal school hours	Total # Students 2 Staff 1 Chaperones 0

Please indicate departure time in the event of a school delay: ☒ Adjust Departure Time to: n/a
☐ Cancel

Will this trip be rain or shine? ☒ Yes ☐ No

Field Trip Coordinator will need to contact bus contractor directly on day of trip if canceling due to weather or school delay.

Basic Trip Itinerary: Use the space below to provide an overview of the trip's schedule of key activities to assist with planning and approvals.

Please see attached from National HOSA Office

PARENT INVOLVEMENT & BACKGROUND CHECKS

ALL parents & volunteers must have their identification scanned through Raptor in the school's main office at least one week prior to field trip.
 Please coordinate chaperone scanning with your main office secretaries.

Will any adults be chaperoning with "direct and unmonitored contact" with students? ☐ Yes ☒ No *If yes, how many?*
0

LEARNING AND ACCESSIBILITY

- ☒ This trip is aligned to standards
- ☒ Students will have prior exposure to be prepared for the trip.
- ☒ Students will synthesize learning after the trip.

Instructional Content Alignment:

Please briefly explain the trip's alignment to grade level content and your pre/post trip plans (may attach documents if necessary)

Students qualified at States to compete at Nationals for HOSA

- ☒ I understand district policy is that all students have access to field trips.
- ☒ I understand that all students (e.g., students with disabilities, Multilingual Learners, etc.) must have the appropriate supports they need for the trip.
- ☒ I have communicated with the school-level Special Education Coordinator to ensure all required student accommodations are met

Accommodations Required:

Please briefly explain any accommodations that will be provided to meet the needs of all students.

NONE

Special Education Coordinator Signature

Date

FIELD TRIP COSTS & FUNDING

Have you confirmed field trip costs and funding with your building secretary? ☒ Yes ☐ No

Estimated Funding Costs

Please include details, e.g., how did you calculate total cost?

Funding Program

If other, please include notes.

Transportation \$ 125.00	<input type="checkbox"/> Perkins <input type="checkbox"/> Parent-Teacher <input checked="" type="checkbox"/> 509 Organization <input type="checkbox"/> Student Activities <input type="checkbox"/> School Budget <input type="checkbox"/> Other:
Admission/Activity Fees \$125 x 3 for HOSA conference fees	<input type="checkbox"/> Perkins <input type="checkbox"/> Parent-Teacher <input checked="" type="checkbox"/> 509 Organization <input type="checkbox"/> Student Activities <input type="checkbox"/> School Budget <input type="checkbox"/> Other:
Meals 0	<input type="checkbox"/> Perkins <input type="checkbox"/> Parent-Teacher <input type="checkbox"/> 509 Organization <input type="checkbox"/> Student Activities <input type="checkbox"/> School Budget <input type="checkbox"/> Other:
Accommodation See attached Hotel Information	<input type="checkbox"/> Perkins <input type="checkbox"/> Parent-Teacher <input checked="" type="checkbox"/> 509 Organization <input type="checkbox"/> Student Activities <input type="checkbox"/> School Budget <input type="checkbox"/> Other:
Chaperone Costs 0	<input type="checkbox"/> Perkins <input type="checkbox"/> Parent-Teacher <input type="checkbox"/> 509 Organization <input type="checkbox"/> Student Activities <input type="checkbox"/> School Budget <input type="checkbox"/> Other:
Other Expenses Flights, see attached documents	<input type="checkbox"/> Perkins <input type="checkbox"/> Parent-Teacher <input checked="" type="checkbox"/> 509 Organization <input type="checkbox"/> Student Activities <input type="checkbox"/> School Budget <input type="checkbox"/> Other:
Total Cost (sum of all the above expenses)	
Individual Student Expenses (what will each student be responsible for paying?)	

APPROVAL SIGNATURES

Approval Sequence Field trips will be approved in the following order. Field trips not approved at one level will not advance to the next level (no appeals). For all overnight field trips (except where a group of students advances in a sequential activity such as a contest) a final cost summary and detailed itinerary must be submitted 30 days prior to the field trip. Incomplete forms will not be processed.

	Approved?	Signature	Date
Principal:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Chief Academic Officer:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Superintendent:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Completed by District Office Staff: Board Approval Date (if necessary):

Documents Received: Student Roster ☐ Yes ☐ No

Itinerary ☐ Yes ☐ No Transportation Quote ☐ Yes ☐ No



Save the completed form on your computer and submit via email to the Supervisor of Transportation.



HOSA is a global student-led organization recognized by the U.S. Department of Education and the Department of Health and Human Services and several federal and state agencies. HOSA's mission is to empower HOSA-Future Health Professionals to become leaders in the global health community, through education, collaboration, and experience. HOSA actively promotes career opportunities in the health industry and to enhance the delivery of quality health care to all people. HOSA's goal is to encourage all health science instructors and students to affiliate and be actively involved in the HSE-HOSA Partnership.





HOSA provides a unique program of leadership development, motivation, and recognition exclusively for secondary, postsecondary, middle school, adult, and collegiate students enrolled in health science education and biomedical science programs or have interests in pursuing careers in health professions. HOSA is 100% health care!

Since its inception in 1976, HOSA has grown steadily reaching over 260,000 members through 54 chartered HOSA Associations, American Samoa, Canada, China, District of Columbia, and Puerto Rico.

HOSA is not a club to which a few students in school join. Rather, HOSA is a powerful instructional tool that works best when it is integrated into the HSE and health science related curriculum and classroom. HSE instructors are committed to the development of the total person. Those who join the HSE-HOSA Partnership recognize the importance of providing students with training far beyond the basic technical skills needed for entry into the health care field. The rapidly changing health care system needs dedicated workers who, in addition to their technical skills, are people-oriented and capable of playing a leadership role as a member of a health care team.



HOSA's mission is especially critical when considering the acute shortage of qualified workers for the health care industry. This shortage has been amplified by the COVID-19 pandemic. In the Spring of 2020 countless doctors and nurses returned to the frontline out of retirement and medical school allowed students to graduate early to fight the pandemic. HOSA is a viable solution to health industry shortages. HOSA Advisors globally are promoting the health professions and ensuring that future health professionals are prepared for college and their health profession of choice!

SEVEN KEY DATES

April 1

- Deadline for Chartered Associations to submit Special Awards Recognition Nominations

April 15

- Deadline for HOSA Scholarship Application

May 1

- Deadline for Chartered Association Leadership to submit names for their Competitive Event Personnel Volunteers
- Deadline for State Advisors to submit their Event Manager, Judge Manager, and Testing Room Shift Leader names

May 7

- Deadline for HOSA Chapters to confirm and finalize hotel reservations directly with the hotel. Room availability may be limited at conference rate and penalties may apply for releasing rooms after May 7

May 10

- International Executive Council Candidate and HOSA, Inc. Board of Directors Application Due

May 15

- Deadline for remaining event personnel names from State Advisors

ILC Deadlines:

- To submit conference registration in the HOSA Conference Management System
- To upload competitive event submissions to HOSA's Digital Upload System
- To approve HOSA Service Project and Barbara James Service Award entries as well as Health Literacy Ambassador and American Red Cross Volunteer Recognition in the HOSA Activity Tracking System (HATS)

May 20

Deadline for Chartered Associations to validate conference registration to HOSA Headquarters

June 11

Competitor Appointment Times posted online for selected events

➤ June 19—Juneteenth

HOSA recognizes and celebrates Juneteenth National Independence Day as the anniversary of the final enforcement of the Emancipation Proclamation on June 19, 1865. We realize that our annual International Leadership Conference falls over this federal holiday in 2025. In the future, we will endeavor to avoid holding the ILC during Juneteenth. Yet, as HOSA believes "The Best is Yet to Come", join us this year in exercising the freedoms all enjoy to pursue the academic and professional opportunities to become Future Health Professionals.

TENTATIVE CONFERENCE AGENDA

2/3

Thursday, June 19

8:00 AM – 5:00 PM
7:00 AM – 8:00 PM
7:00 AM – 8:00AM
8:00 AM – 7:00 PM
8:00 AM – 4:00 PM
8:00 AM – 12:00 PM
8:00 AM – 11:00 AM
8:00 AM – 11:00 AM
9:00 AM – 5:00 PM
10:30 AM – 12:00 PM

1:00 PM – 4:00 PM
1:00 PM – 4:00 PM
4:30 PM – 6:00 PM
6:00 PM – 9:00 PM

10:00 PM – 12:00 AM

10:00 PM – 12:00 AM
12:30 AM

Friday, June 20

8:00 AM – 5:00 PM
7:00 AM – 5:00 PM
7:00 AM – 8:00AM
8:00 AM – 12:00 PM
8:00 AM – 4:00 PM
8:00 AM – 11:00 AM
8:00 AM – 11:00 AM
8:00 AM – 11:00 AM
8:30 AM – 11:30 AM
9:00 AM – 2:00 PM
12:00 PM – 1:00 PM
1:00 PM – 2:30 PM

1:00 PM – 4:00 PM
1:00 PM – 4:00 PM
1:00 PM – 4:00 PM
7:30 PM – 9:30 PM

10:00 PM – 12:00 AM
10:00 PM – 12:00 AM
12:30 AM




HOSA Headquarters
Competitive Events Headquarters
Zumba
CE Testing Room and NGL Academic Testing Center
Educational Symposiums
Meet the Candidates Breakfast & Forum
HOSA U 101: Members
HOSA U 201: Chapter Officers
HOSA Expo
State Advisor Networking Meeting
State Advisors Only
HOSA U 102: Advanced Leadership
HOSA U100: Middle School Members
International Executive Council Candidate Speech Forum
HOSA, Inc. Corporate Meeting

Class of 2025 Alumni Party
For Graduating High School Seniors Only
Committee Meetings
Curfew

HOSA Headquarters
Competitive Events Headquarters
Zumba
CE Testing Room
Educational Symposiums
HOSA U 100: Middle School
HOSA U 102: Advanced Leaders
HOSA U 401: New Advisors
Business Session
HOSA Expo
HOSA, Inc. New Board Member Orientation
State Advisor Networking Meeting
State Advisors Only
HOSA U 101: Members
HOSA U 201: Chapter Officers
HOSA U 501: Advanced Advisors
Recognition Session
Doors Open at 6:45 PM
Honorary Life Member
2025-2026 International Executive Council
50th Anniversary in Indianapolis!
Committee Meetings
Student Entertainment
Curfew

Trip & Price Details

Price Passengers Payment Confirmation

	Tue 6/17	# 161	→	BNA	2 hr 0 min	Nonstop	Wanna Get Away	Base fare	\$969.36
		PHL						3 Passenger(s)	
		5:30 AM						6:30 AM	Taxes and fees
								Flight total	\$1,133.85
	Sun 6/22	# 4351	→	PHL	2 hr 5 min	Nonstop	Wanna Get Away	or from \$111/mo* with  FlexPay Learn more	
		BNA							
		9:30 AM						12:35 PM	

Helpful Information:

- All fares and fare ranges are subject to change until purchased and are per person for each way of travel.
- Starting July 1, 2023 (12:00 a.m. CT), for Wanna Get Away® or Wanna Get Away Plus™ reward travel reservations (booked with points): If you do not cancel your reservation at least 10 minutes before the flight's original scheduled departure time, any points used for booking will be forfeited, along with any taxes and fees associated with your reward travel reservation. For Anytime or Business Select® reward travel reservations: the points used for booking will be redeposited to the purchaser's Rapid Rewards® account, and any taxes and fees associated with the reward travel reservation will be converted into a Transferable Flight Credit™ for future use.
- For more information regarding Cash + Points, visit [Southwest.com/rterms](https://www.southwest.com/rterms).

Upgrade to Anytime

Prices shown per passenger, per one-way.

- ✓ Refundable fare*
- ✓ Priority and Express Lanes⁸
- ✓ 10 Rapid Rewards points per dollar per qualifying flight*

*Please read the [fare rules](#) associated with this purchase.

☐ Upgrade returning trip for \$50

Apply upgrade

Invoice

Delaware HOSA-Future Health Professionals
Wilmington University-New Castle Campus
320 N Dupont Hwy
New Castle, DE, DE 19720

Date	Due Date
04/01/2025	05/01/2025
Terms	Invoice Num
Net 30	99675748

Conference
2025 TLC

Bill To
DE028 - Milford High School 1019 N. Walnut St Milford, DE 19963

Student	Registration Items	Fee
Aniceto-Carranza, Dayanara	Secondary	\$125.00
Bruce, Ameiah	Secondary	\$125.00
Buford, Seth	Chaperone	\$125.00

Previous Balance	\$0.00
Amount Due	\$375.00

Confirmation

Your information has been submitted to UES! Your order is on hold in our system. Please read the HOSA booking policy below.

HOSA Booking Policy: Your order will not be processed and sent to the hotel until after your state conference. Immediately following your state conference you will receive an email from UES confirming that you want to keep your order. Please respond within 3 weeks of your conference to keep your order secure in our system. You will be asked to fill out an updated rooming list and register for the conference before your order is transferred to the hotel. All tasks must be completed by May 7 to guarantee your position in the HOSA rooming block.

Call our office at **512-379-8781** for any questions.

The confirmation number below is for internal purposes only.

Please print this page for your records.

Print

Please note: The record on this page represents UES setting aside rooms for your group in the room block contracted for the purpose of this conference. It does not serve as confirmation of room assignment. Final room assignment will *only* be confirmed by the hotel directly via confirmation numbers and/or receipt of payment.

UES Order Number: Init3wjkzx

Price Estimate

Price per room night: \$149.00

Price per room night, including taxes: \$176.46

Total for 10 room nights: \$1,764.58

Total if tax exempt: \$1,660.27

This is an estimate. It is the best estimate that Unified Event Solutions can determine. Local taxes and fees may change the final amount. Your organization is responsible for the final amount, not this estimate.

Hotel Details

Millennium Maxwell House Nashville

2025 Rosa L Parks Blvd, Nashville,TN, 37228

Our hotel is ideally located near the Tennessee Performing Arts Center and the Country Music Hall of Fame in downtown Nashville. It features unique and extensive, music-themed decor. Our outdoor public space offers a relaxing pool surrounding by seating and a manicured fenced lawn. Enjoy breakfast at Pralines and dine on the Maxwell's Lounge outdoor patio. Pets are welcome for an additional charge.

This hotel has bus parking. Transit is available from this hotel to the conference venue.

Hotel website [↗](#)

Hotel Paperwork

Item 1

If you have a hotel rewards number, please enter it here:

You answered "".

Item 2

Please confirm that you agree to the hotel's terms and conditions: LINK [↗](#)

You confirmed: ☒

Contact Info

Lauren Vann

302-249-5457

lvann@msd.k12.de.us

Billing Address

Milford High School

1019 N. Walnut Street

Milford, Delaware

19963

Basics

Chapter DE028, Milford High School

Does *not* require bus parking

Requires transit to the venue. (Does not have own vehicles.)

Room Assignments

Room#	Students or Chaperones	Arrival	Depart	First Name 1	Last Name 1	First Name 2	Last Name 2	First Name 3	Last Name 3	First Name 4	Last Name 4
1	Students	2025- 06-17	2025- 06-22	Amieah	Bruce	Daynara	Carrazana				
2	Chaperones	2025- 06-17	2025- 06-22	Seth	Buford						

Begin New Order

Professional Learning for School Improvement



Charting the Course to Excellence

May 19, 2025

Our Compass Guides Our Priorities

We Believe that the people who work in Milford are the driving force behind our success

[Milford School District Strategic Plan: Charting the Course to Excellence](#)





School Improvement Levers and Conditions

“To achieve dramatic, lasting improvement districts must redesign how they support schools and commit to the collaboration with schools necessary to solve the most critical challenges. As the entity charged with establishing policy, allocating resources, coaching leaders and holding various stakeholders accountable, the district must establish an environment that enables leadership teams to drive results.”

UVA Partnership for Leaders in Education (UVA-PLE). (n.d.). An Overview of the Levers and Conditions for Transformation. [UVA Darden School of Business](#) [PDF]

Educational Leadership Professional Learning



Harvard
Graduate School
of Education

The National Institute for Urban School Leaders, a program of The Principals' Center, examines best practices and research-based techniques for leading school improvement efforts in urban schools. The program provides an in-depth exploration of the leadership skills needed to set high expectations for all and to accelerate learning across classrooms.

During this five-day institute, the team will work with Harvard's expert faculty and leaders from across the country to examine successful practices and strategies for improving instruction in diverse environments and for building student and community buy-in.



Ms. Kimberly Webb



Mrs. Laurie Moorman



Mr. Chad Luzier



Mrs. Shervaun Hinton



Mr. Rene Diaz



Dr. Jessica Weller



Mrs. Jodi Messick



Mr. Tom Peet



Dr. Jennifer Hallman



Thank You



HARVARD CLUB OF DELAWARE

Through a generous grant, the Harvard Club of Delaware will provide for Milford School District's hotel accommodations and tuition.

School Improvement Planning



Charting the Course to Excellence

May 19, 2025

Our Compass Guides Our Priorities



We aspire to be a district of schools that are pillars in the communities, where students can achieve big dreams, where families and community members feel welcomed and respected, and where staff is supported and appreciated as they guide students to their highest potential.

[Milford School District Strategic Plan: Charting the Course to Excellence](#)



School Improvement Levers and Conditions

CORE IDEA

“What really makes education effective is well leveraged leadership that ensures great teaching to guarantee great learning”

Bambrick-Santoyo, P. (2018). Leverage Leadership 2.0 A Practical Guide to Building Exceptional Schools.

Systemic Turnaround & Improvement Efforts



System-level leaders must take ownership for addressing the root causes of its system's challenges and creating conditions in which schools can achieve remarkable, scalable, and lasting improvements

UVA Partnership for Leaders in Education (UVA-PLE). (n.d.). An Overview of the Levers and Conditions for Transformation. [UVA Darden School of Business](#) [PDF]

Milford Central Academy

CSI - Comprehensive School Improvement

- Middle Matters Network
- UD School Success center Partnership
- National Institute for Urban School Leaders
- Mathematics PD & Coaching
- Literacy PD & Coaching

Milford High School

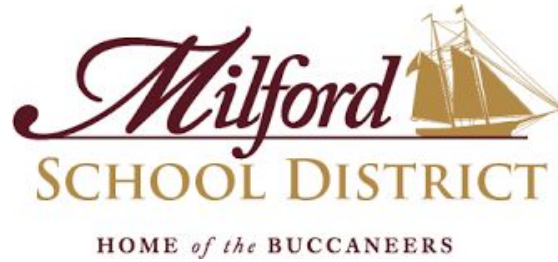
TSI - Targeted School Improvement

- UD School Success center Partnership
- National Institute for Urban School Leaders
- Mathematics PD & Coaching
- Literacy PD & Coaching

Misphillion Elementary

TSI - Targeted School Improvement

- UD School Success center Partnership
- National Institute for Urban School Leaders
- Mathematics PD & Coaching
- Literacy PD & Coaching
- State Literacy Specialist



On the horizon -

- School Readiness Assessment & Needs Assessment- A team from the UD School Success Center will collaborate with each school on a school readiness assessment (including the district lead) and prepare a summary of findings to be presented to the school team (including the principal and district lead) to inform the development of their customized School Improvement Model.



Bridges Room Review



**Building
Resilience
Independence and Personal
Development through
Guidance and
Empowerment for
Success**

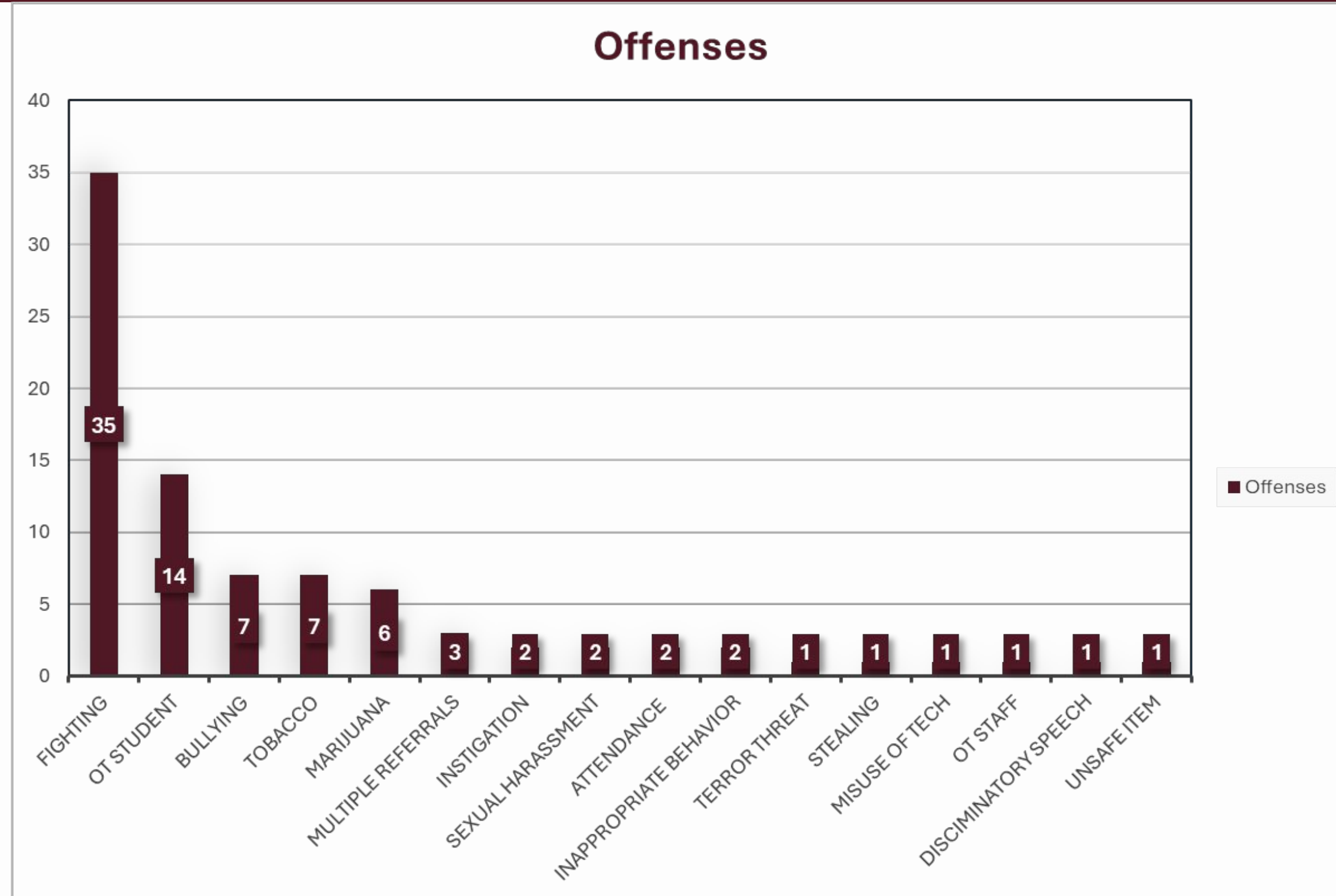
Overview



- Alternative to Exclusionary discipline
- Transition room from mental health facilities
- Transition room for return from alternative placement
- Homebound instruction staff
- PBIP meetings with student, parents/guardians, administration, and Bridges teachers
- Students complete school work from classes
- Students complete SEL lessons with Mental Health Social Worker
- Students complete assigned SEL Modules based on PBIP plan

Bridges Intervention

- Discipline intervention: 89 incidents placed 77 students in Bridges for the following Code of Conduct violations displayed in the graph.
- 34 students who have completed the Bridges intervention have not received another referral.



Bridges Intervention

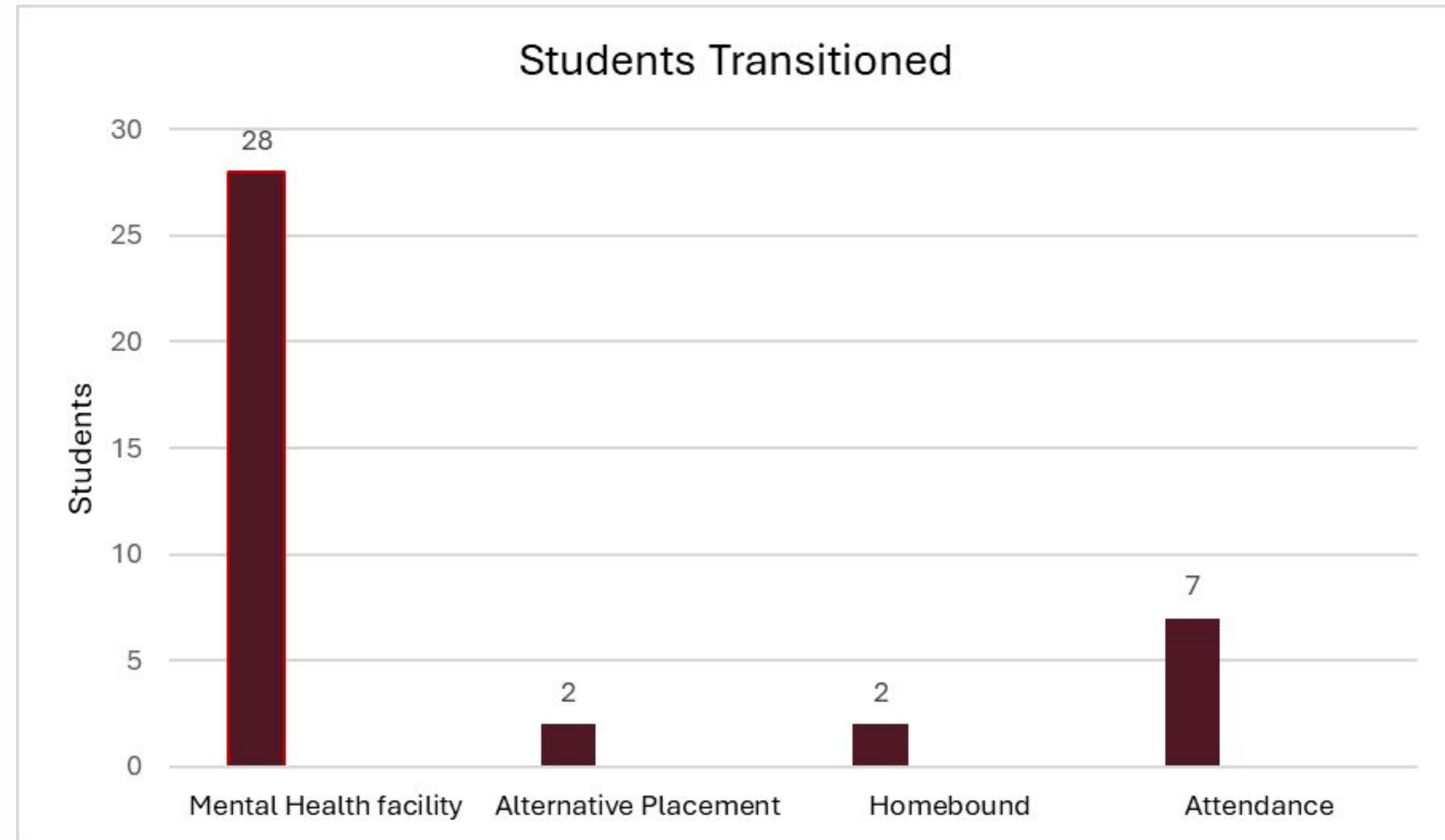
Transition room: 39 Students have transitioned back to MCA through the Bridges program.

Case highlight:

2 students who were at alt.
placement

1 Returned through Bridges (0
referrals)

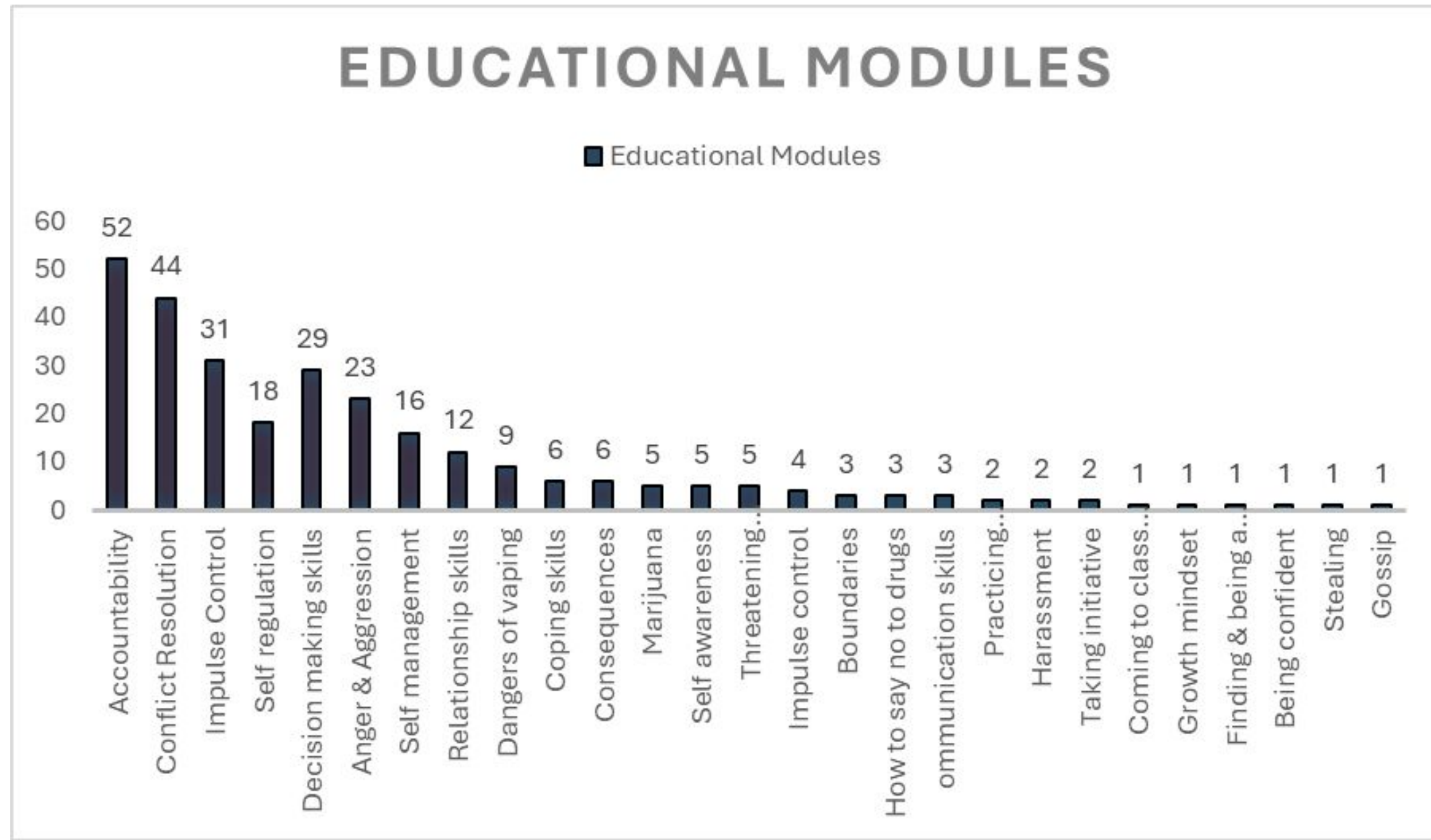
1 Returned before Bridges
(Numerous referrals)



SEL Lessons/Modules



- Social Emotional Learning
 - Social Awareness
 - Self Management
 - Self Awareness
 - Relationship Skills
 - Responsible decision making skills
- Conflict Resolution program
 - 5 day program
- Modules align with the SEL lesson





Thank
you!

MILFORD SCHOOL DISTRICT
Fiscal Year 2025 Monthly Revenue Report
As of April 30, 2025
83% of the Fiscal Year completed

REVENUE SOURCE	Final FY 2025 Budget	Actual to date	% received
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STATE FUNDS

Formula Salaries	38,922,522.74	33,846,846.05	86.96%
Cafeteria Salaries	745,521.00	745,521.00	100.00%
Division II, All Other Costs	1,115,494.00	1,115,494.00	100.00%
Division II, All Other Costs - VOC	115,046.00	115,046.00	100.00%
Division II, Energy	847,099.00	847,099.00	100.00%
Division III, Equalization	6,138,589.00	6,138,589.00	100.00%
State Transportation	4,172,159.82	4,182,598.85	100.25%
Homeless Transportation	645,492.00	645,492.00	100.00%
Foster Care Transportation	191,196.00	241,196.00	126.15%
Transportation Supply	1,000.00	1,000.00	100.00%
Related Services Cash Option	151,760.58	151,760.58	100.00%
Drivers' Education	23,355.00	23,355.00	100.00%
Unique Alternatives	62,382.48	170,529.48	273.36%
Delaware Sustainment Fund	794,671.00	794,671.00	100.00%
Technology Block Grant	106,353.00	106,353.00	100.00%
World Language Expansion	125,575.18	147,483.96	117.45%
Education Opportunity Grant	2,584,339.84	2,584,339.84	100.00%
Education Opportunity Grant - Mental Health	463,657.00	463,657.00	100.00%
Student Success Block Grant - Reading	374,860.00	374,860.00	100.00%
Mental Health Block Grant Grades 9-12	455,213.00	455,213.00	100.00%
Substitute Reimbursement- Paid Parental Leave	60,662.75	115,305.20	190.08%
School Safety and Security	287,717.00	287,717.00	100.00%
CPR Instruction/Child Safety Awareness	1,050.72	1,050.72	100.00%
Athletic Trainer Block Grant	59,867.00	59,867.00	100.00%
Minor Capital Improvements	521,502.00	910,585.00	174.61%
Major Capital Improvements	-	-	
TOTAL STATE FUNDS	58,967,086.11	54,525,629.68	92.47%

LOCAL FUNDS

Current Expense (tax rate)	9,985,000.00	9,745,888.53	97.61%
Current Expense (capitations)	200.00	-	0.00%
Debt Service	2,300,000.00	2,748,002.55	119.48%
Debt Service - County Impact Fees	92,500.00	36,477.67	39.44%
Tuition	1,400,000.00	1,385,980.62	99.00%
Minor Capital Improvements	347,668.00	342,513.95	98.52%
Interest	1,835,000.00	1,585,616.42	86.41%
Athletics	32,500.00	26,146.00	80.45%
CSCR	45,000.00	40,508.50	90.02%
Indirect Costs	75,000.00	49,516.32	66.02%
Cafeteria	2,700,000.00	1,880,884.53	69.66%
District Donations	98,500.00	81,009.73	82.24%
Building Rental	4,500.00	3,760.00	83.56%
E-Rate	-	2,653.20	
Net Choice Billings	(235,427.24)	(235,427.24)	100.00%
Net Charter Billings	(294,701.28)	(294,701.28)	100.00%
Tuition Billings	(2,100,000.00)	(1,570,059.66)	74.76%
Other Local Revenue	35,000.00	14,505.08	41.44%
Education Opportunity Match	-	-	
Extra Time Local Match	-	-	
Reading and Match Specialist Match	-	-	
Technology Maintenance Match	-	-	
Major Capital Improvements	-	-	
TOTAL LOCAL FUNDS	16,320,739.48	15,843,274.92	97.07%

FEDERAL FUNDS

IDEA Part B	1,316,991.00	1,316,991.00	100.00%
IDEA - Preschool	58,767.00	58,767.00	100.00%
Title I	1,760,148.00	1,760,148.00	100.00%
Title II	340,367.00	340,367.00	100.00%
Title III English Acquisition	115,869.00	115,869.00	100.00%
Title IV	215,270.00	215,270.00	100.00%
Perkins	146,886.00	146,886.00	100.00%
Other federal revenue	-	-	
TOTAL FEDERAL/OTHER FUNDS	3,954,298.00	3,954,298.00	100.00%

GRAND TOTAL ALL FUNDS	79,242,123.59	74,323,202.60	93.79%
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Milford School District
Monthly Report of Expenditures
For the month ended April 30, 2025

Operating Unit	Budget Line	Final Budget			% Remaining	
		Amount	Encumbered	Expended	Budget Remaining	
9180668A	Benjamin Banneker Elementary School	\$ 73,450.00	8,018.56	41,753.79	\$ 23,677.65	32.24%
9180670A	Evelyn I. Morris Early Childhood Center	\$ 65,290.00	5,886.50	60,370.14	\$ (966.64)	-1.48%
9180672A	Lulu M. Ross Elementary School	\$ 91,190.00	7,264.52	63,342.97	\$ 20,582.51	22.57%
9180673A	Mispillion Elementary School	\$ 75,690.00	8,408.47	56,845.63	\$ 10,435.90	13.79%
9180675A	Milford Central Academy	\$ 132,855.00	6,397.65	79,140.37	\$ 47,316.98	35.62%
9180678A	Milford Senior High School	\$ 190,350.00	9,866.49	144,423.27	\$ 36,060.24	18.94%
99900000	Board Of Ed/District Expenses	\$ 9,000.00	-	1,943.91	\$ 7,056.09	78.40%
	School Resource Officer	\$ 15,000.00	9,000.00	6,650.52	\$ (650.52)	-4.34%
99900100	Legal Services, Audit and Insurance Premiums	\$ 90,000.00	2,915.27	69,221.01	\$ 17,863.72	19.85%
99900300	District Expenditures	\$ 100,000.00	9,125.79	33,289.91	\$ 57,584.30	57.58%
	School Safety and Security	\$ 287,717.00	29,374.25	257,576.05	\$ 766.70	0.27%
	Public Relations and Communication	\$ 40,000.00	7,960.00	21,861.16	\$ 10,178.84	25.45%
	Copy Center (District Wide)	\$ 165,000.00	47,227.27	115,276.85	\$ 2,495.88	1.51%
99910100	Superintendent	\$ 1,500.00	-	533.54	\$ 966.46	64.43%
99920000	World Language Immersion (State Grant)	\$ 125,575.18	-	67,239.75	\$ 58,335.43	
	Student Success Block Grant (Reading)	\$ 374,860.00	-	227,750.78	\$ 147,109.22	39.24%
	Opportunity Grant Mental Health	\$ 918,870.00	-	171,795.00	\$ 747,075.00	81.30%
	Education Opportunity Grant	\$ 2,584,339.84	-	14,447.74	\$ 2,569,892.10	99.44%
	CPR Instruction (State)	\$ 1,050.72	-	-	\$ 1,050.72	100.00%
	Summer School	\$ 30,000.00	-	-	\$ 30,000.00	100.00%
	Translators	\$ 5,000.00	-	4,682.32	\$ 317.68	6.35%
	Extra Time Programs	\$ 30,000.00	-	8,513.27	\$ 21,486.73	71.62%
	Curriculum and Instruction	\$ 150,000.00	4,292.62	74,491.16	\$ 71,216.22	47.48%
99920700	Athletics - High School	\$ 220,000.00	9,090.96	190,834.77	\$ 20,074.27	9.12%
	Athletics - Milford Central Academy	\$ 46,500.00	-	33,991.34	\$ 12,508.66	26.90%
99920800	Driver's Education	\$ 23,355.00	-	13,577.07	\$ 9,777.93	41.87%
99930200	Tuition - Special Services	\$ 330,000.00	-	315,142.17	\$ 14,857.83	4.50%
	Tuition - Special Services - ILC	\$ 275,000.00	563.74	151,287.57	\$ 123,148.69	44.78%
	Unique Alternatives (State Funds)	\$ 62,382.48	-	6,393.00	\$ 55,989.48	89.75%
99930300	Special Services	\$ 59,500.00	5,297.54	47,356.17	\$ 6,846.29	11.51%
	Special Services - State Related Services	\$ 151,760.58	952.50	150,808.08	\$ -	0.00%
99940100	Contingencies and One-Time Items	\$ 425,000.00	38,277.66	161,015.39	\$ 225,706.95	53.11%
99940200	Division I/Formula Salaries	\$ 39,043,052.49	-	32,319,383.24	\$ 6,723,669.25	17.22%
99940300	Division II - Vocational	\$ 115,046.00	14,515.59	37,433.43	\$ 63,096.98	54.85%
99940400	Division III/Local Salaries	\$ 13,108,962.94	-	10,312,388.83	\$ 2,796,574.11	21.33%
	Union agreed Limited Contracts	\$ 385,000.00	-	253,350.19	\$ 131,649.81	34.19%
99940500	Title I	\$ 1,760,148.00	42,158.43	692,662.40	\$ 1,025,327.17	58.25%
	Title II	\$ 340,367.00	-	60,007.85	\$ 280,359.15	82.37%
	Title III	\$ 115,869.00	305.40	6,202.52	\$ 109,361.08	94.38%
	Title IV	\$ 215,270.00	-	-	\$ 215,270.00	100.00%
	IDEA Part B	\$ 1,316,991.00	7,031.60	338,083.15	\$ 971,876.25	73.80%
	IDEA Preschool	\$ 58,767.00	-	39,094.65	\$ 19,672.35	33.48%
	Perkins	\$ 146,886.00	18,752.87	63,423.85	\$ 64,709.28	44.05%
99940600	Insurance Expense	\$ 160,000.00	-	158,267.00	\$ 1,733.00	1.08%
99940700	District Donations	\$ 25,000.00	182.33	27,078.25	\$ (2,260.58)	-9.04%
99940810	Technology Equipment & Repair	\$ 286,500.00	27,783.90	180,737.64	\$ 77,978.46	27.22%
	Technology Block Grant	\$ 106,353.00	39,868.47	14,295.32	\$ 52,189.21	49.07%
99940900	Tuition Reimbursement - Administration	\$ 15,000.00	-	1,793.00	\$ 13,207.00	88.05%
	Tuition Reimbursement	\$ 70,000.00	-	34,999.99	\$ 35,000.01	50.00%
99950000	Personnel/Human Resources	\$ 12,500.00	97.24	8,426.35	\$ 3,976.41	31.81%
99960000	Child Nutrition Operations	\$ 2,700,000.00	223,293.99	2,852,411.84	\$ (375,705.83)	-13.92%
	Cafeteria Salaries	\$ 745,521.00	-	636,560.56	\$ 108,960.44	14.62%
99960100	Facilities Maintenance	\$ 90,000.00	-	56,824.39	\$ 33,175.61	36.86%
	Custodial Services and Supplies	\$ 150,000.00	-	132,199.24	\$ 17,800.76	11.87%
99960200	Operations and Utilities	\$ 356,500.00	26,872.87	386,923.96	\$ (57,296.83)	-16.07%
	Energy Division II	\$ 847,099.00	402,240.45	312,921.06	\$ 131,937.49	15.58%
99960300	State Transportation	\$ 4,172,159.82	-	3,330,693.13	\$ 841,466.69	20.17%
	State Homeless Transportation	\$ 645,492.00	-	547,210.80	\$ 98,281.20	15.23%
	State Foster Transportation	\$ 191,196.00	-	171,973.00	\$ 19,223.00	10.05%
	Transportation Supplies	\$ 1,000.00	-	1,000.00	\$ -	0.00%
99960400	Transportation Internal Budget (Local)	\$ 20,000.00	4,958.08	17,197.83	\$ (2,155.91)	-10.78%
	Local Homeless Transportation Match	\$ 71,721.33	-	77,007.00	\$ (5,285.67)	-7.37%
	Local Transportation Match	\$ 462,351.09	-	375,717.02	\$ 86,634.07	18.74%
Total Operating Budget		\$ 74,884,988.47	\$ 1,017,981.01	\$ 56,037,822.19	\$ 17,829,185.27	23.81%
99970000	Local Debt Service	\$ 2,106,795.45	-	1,285,417.86	\$ 821,377.59	38.99%
99970200	Minor Capital Improvements	\$ 869,170.00	133,283.55	144,630.54	\$ 591,255.91	68.03%
Total Capital Budget		\$ 2,975,965.45	\$ 133,283.55	\$ 1,430,048.40	\$ 1,412,633.50	47.47%
Grand Total		\$ 77,860,953.92	\$ 1,151,264.56	\$ 57,467,870.59	\$ 19,241,818.77	24.71%

*Note: Budgets are based on the final budget allocations as voted by the MSD Board of Education
Items highlighted in blue are restricted expenditures. Funds must be used for specific purpose per funding guidelines.*

Milford Middle School Project

EXPENDITURE

				Contract Change						
VENDOR	VENDOR ID	BID #	PO Number	Contract Total	Orders	New Contract Total	Current Encumbrance	Expended to date	Contract Balance	
Construction										
Zack Excavating Inc	27581	B-1	677961	\$ 3,495,949.00	\$ 166,602.69	\$ 3,662,551.69	\$ 1,572,675.99	\$ 2,089,875.70	\$ -	\$ 3,662,551.69
Expense Reduction - CTF Funding (Zack Excavating)						(462,500.00)		(157,500.00)		(157,500.00)
Blue Heron Contracting Inc	650093	B-4	677958	\$ 1,590,069.00	\$ 10,420.00	\$ 1,600,489.00	\$ 63,129.49	\$ 1,537,359.51	\$ -	\$ 1,600,489.00
L. Wilson Masonry Inc	244015	B-5	677956	\$ 2,960,000.00	\$ 35,879.76	\$ 2,995,879.76	\$ 550,636.10	\$ 2,445,243.66	\$ -	\$ 2,995,879.76
Delmarva Veteran Builder	317909	B-7	677955	\$ 5,149,786.00	\$ (15,900.73)	\$ 5,133,885.27	\$ 2,683,941.17	\$ 2,449,944.10	\$ -	\$ 5,133,885.27
Quality Exteriors Inc	26893	B-8	677952	\$ 2,324,188.00	\$ (49,800.00)	\$ 2,274,388.00	\$ 902,722.69	\$ 1,371,665.31	\$ -	\$ 2,274,388.00
Selma Inc DBA Salisbury Door & Hardware	28649	B-9	677948	\$ 596,815.00		\$ 596,815.00	\$ 35,365.00	\$ 561,450.00	\$ -	\$ 596,815.00
Walker & Laberge of Delaware Inc.	31519	B-10	677945	\$ 2,172,000.00		\$ 2,172,000.00	\$ 1,546,235.00	\$ 625,765.00	\$ -	\$ 2,172,000.00
Master Interiors Inc	26048	B-12	677943	\$ 698,097.00		\$ 698,097.00	\$ 472,141.63	\$ 225,955.37	\$ -	\$ 698,097.00
Jamestown Painting & Decorating Inc	26542	B-14	677941	\$ 585,570.00	\$ 4,777.09	\$ 590,347.09	\$ 488,148.84	\$ 102,198.25	\$ -	\$ 590,347.09
Modular Concepts Inc	26631	B-15	677940	\$ 550,000.00		\$ 550,000.00	\$ 409,229.00	\$ 140,771.00	\$ -	\$ 550,000.00
11400 Inc	137841	B-16	677938	\$ 878,000.00		\$ 878,000.00	\$ 344,100.00	\$ 533,900.00	\$ -	\$ 878,000.00
Ralph G. Degli Obizzi & Sons, Inc	24941	B-17	677936	\$ 8,375,000.00	\$ 105,992.00	\$ 8,480,992.00	\$ 1,713,339.60	\$ 6,767,652.40	\$ -	\$ 8,480,992.00
Bear Industires Inc	25487	B-18	677928	\$ 879,150.00		\$ 879,150.00	\$ 349,179.81	\$ 529,970.19	\$ -	\$ 879,150.00
Continental Electrical Services Inc	125778	B-19	677931	\$ 4,015,000.00	\$ 86,594.00	\$ 4,101,594.00	\$ 2,021,931.90	\$ 2,079,662.10	\$ -	\$ 4,101,594.00
Peninsula Acoustical Co. Inc.	24549	B-20	677925	\$ 1,030,000.00	\$ 128,415.52	\$ 1,158,415.52	\$ 1,145,875.52	\$ 12,540.00	\$ -	\$ 1,158,415.52
North East Contractors Inc	28982	B-11	678374	\$ 4,140,000.00	\$ 90,723.73	\$ 4,230,723.73	\$ 1,379,019.89	\$ 2,851,703.84	\$ -	\$ 4,230,723.73
RC Fabricators	26366	B-6	678391	\$ 4,670,000.00		\$ 4,670,000.00	\$ 402,476.50	\$ 4,267,523.50	\$ -	\$ 4,670,000.00
Flooring Solutions, Inc	28899	B-13	687909	\$ 2,404,266.00	\$ 5,218.90	\$ 2,409,484.90	\$ 1,476,187.75	\$ 933,297.15	\$ -	\$ 2,409,484.90
CM										
Richard Y Johnson & Son Inc	24881		605301	\$ 3,731,124.00	\$ 214,570.23	\$ 3,945,694.23	\$ 800,667.29	\$ 3,145,026.94	\$ -	\$ 3,945,694.23
Architect										
Buck Simpers Architect and Associates	25833		612154	\$ 4,473,229.00		\$ 4,473,229.00	\$ 413,661.67	\$ 4,059,567.33	\$ -	\$ 4,473,229.00
Environmental and Demo										
DIS Associates	701815		664108	\$ 1,296,787.00	\$ 44,350.00	\$ 1,341,137.00	\$ 23,528.44	\$ 1,317,608.56	\$ -	\$ 1,341,137.00
Modulus LLC	671154		648148	\$ 1,140,425.00		\$ 1,140,425.00	\$ -	\$ 1,140,425.00	\$ -	\$ 1,140,425.00
Other										
G.A. Blanco (Furniture)				\$ 1,761,836.54		\$ 1,761,836.54	\$ 1,761,836.54		\$ -	\$ 1,761,836.54
Visual Sound			715486	\$ 195,281.40		\$ 195,281.40	\$ 195,281.40		\$ -	\$ 195,281.40
Dell (Student Devices)				\$ 388,974.00		\$ 388,974.00	\$ -	\$ 388,974.00	\$ -	\$ 388,974.00
Technology Equipment and Consulting				\$ 899,809.22		\$ 899,809.22	\$ 711,757.85	\$ 188,051.37	\$ -	\$ 899,809.22
Cunningham Recreation/Playcore (Playground)				\$ 507,951.00		\$ 507,951.00	\$ 507,951.00		\$ -	\$ 507,951.00
A3 Communications (Advantech) Construction Funded			678196	\$ 3,535,324.40		\$ 3,535,324.40	\$ 1,486,954.40	\$ 2,048,370.00	\$ -	\$ 3,535,324.40
Magnum Electronics Radio Repeater			695443	\$ 10,729.01		\$ 10,729.01	\$ 10,034.01	\$ 695.00	\$ -	\$ 10,729.01
L&W Insurance			Dir. Claim	\$ 95,786.00		\$ 95,786.00	\$ -	\$ 95,786.00	\$ -	\$ 95,786.00
Auditors Office			Dir. Claim	\$ 117,815.65		\$ 117,815.65	\$ -	\$ 117,815.65	\$ -	\$ 117,815.65
Administration				\$ 138,414.48		\$ 138,414.48	\$ -	\$ 138,414.48	\$ -	\$ 138,414.48
Total Project				\$64,807,376.70	\$827,843.19	\$65,034,305.41	\$23,468,008.48	\$42,009,711.41	\$ -	\$65,477,719.89

1.28% Total Per DSC \$ 23,468,008.48 \$ 42,009,711.41 \$ - \$ 65,477,719.89
Difference \$ - \$ - \$ 65,477,719.89

Balance \$ 6,792,780.11

REVENUE

FISCAL YEAR	BOND NO.	DATE OF ISSUANCE	PROJECT	STATE	LOCAL	TOTAL REVENUE
2022	Local Bond 239	3/2/2022	Milford Middle School	\$ 4,963,300.00	\$ 1,743,900.00	\$ 6,707,200.00
2023	Local Bond 240	5/10/2023	Milford Middle School	\$ 35,416,900.00	\$ 12,443,701.00	\$ 47,860,601.00
2024	TBD	May-24	Milford Middle School	\$ 2,000,000.00	\$ 702,699.00	\$ 2,702,699.00
Market Pressure Funding			Milford Middle School	\$ 11,100,000.00	\$ 3,900,000.00	\$ 15,000,000.00
TOTAL REVENUE BUDGET				\$ 53,480,200.00	\$ 18,790,300.00	\$ 72,270,500.00

\$ 72,733,000.00

**Milford School District
Preliminary Expenditure Budget
Fiscal Year 2026**

Operating Unit	Operating Unit Description	FY 2025 Final Budget	FY 2026 Preliminary Budget	Difference between FY 25 and FY 26	% Difference
9180668A	Benjamin Banneker Elementary School	\$ 73,450.00	\$ 66,970.00	\$ (6,480.00)	-9%
9180670A	Evelyn I. Morris Early Childhood Center	\$ 65,290.00	\$ 60,034.00	\$ (5,256.00)	-8%
9180672A	Lulu M. Ross Elementary School	\$ 91,190.00	\$ 82,874.00	\$ (8,316.00)	-9%
9180673A	Mispillion Elementary School	\$ 75,690.00	\$ 68,874.00	\$ (6,816.00)	-9%
9180675A	Milford Central Academy	\$ 132,855.00	\$ 119,939.25	\$ (12,915.75)	-10%
9180678A	Milford Senior High School	\$ 190,350.00	\$ 171,285.00	\$ (19,065.00)	-10%
99900000	Board of Education - School Resource Officer	\$ 15,000.00	\$ 15,000.00	\$ -	0%
99900000	Board of Education	\$ 9,000.00	\$ 9,000.00	\$ -	0%
99900100	Legal Services and Audit	\$ 90,000.00	\$ 90,000.00	\$ -	0%
99900300	District Expenditures	\$ 100,000.00	\$ 100,000.00	\$ -	0%
99900300	Public Relations and Communication	\$ 40,000.00	\$ 40,000.00	\$ -	0%
99900300	School Safety and Security	\$ 287,717.00	\$ 287,717.00	\$ -	0%
99900300	Copy Center (District wide)	\$ 165,000.00	\$ 165,000.00	\$ -	0%
99910100	Superintendent	\$ 1,500.00	\$ 1,500.00	\$ -	0%
99920000	World Language Immersion (State Grant)	\$ 125,575.18	\$ 125,575.18	\$ -	0%
99920000	Educator Accountability (State Grant)	\$ 1,050.72	\$ 1,050.72	\$ -	0%
99920000	Student Success Block Grant - Mental Health	\$ 918,870.00	\$ 918,870.00	\$ -	0%
99920000	Student Success Block Grant Reading	\$ 374,860.00	\$ 374,860.00	\$ -	0%
99920000	Education Opportunity Grant	\$ 2,584,339.84	\$ 2,584,339.84	\$ -	0%
99920000	Summer School	\$ 30,000.00	\$ 30,000.00	\$ -	0%
99920000	Translators	\$ 5,000.00	\$ 5,000.00	\$ -	0%
99920000	Extra Time Programs	\$ 30,000.00	\$ 30,000.00	\$ -	0%
99920000	Curriculum/Instructional	\$ 150,000.00	\$ 150,000.00	\$ -	0%
99920700	Athletics - Middle School	\$ 46,500.00	\$ 46,500.00	\$ -	0%
99920700	Athletics - High School	\$ 220,000.00	\$ 220,000.00	\$ -	0%
99920800	Driver's Education	\$ 23,355.00	\$ 23,355.00	\$ -	0%
99930200	Special School - Tuition ILC	\$ 275,000.00	\$ 275,000.00	\$ -	0%
99930200	Special School - Tuition	\$ 330,000.00	\$ 330,000.00	\$ -	0%
99930200	Special School - Unique Alternatives (State)	\$ 62,382.48	\$ 62,382.48	\$ -	0%
99930300	Special Services	\$ 59,500.00	\$ 59,500.00	\$ -	0%
99930300	Special Services - State Related Services	\$ 151,760.58	\$ 151,760.58	\$ -	0%
99940100	Contingencies and One-Time Items	\$ 425,000.00	\$ 425,000.00	\$ -	0%
99940200	Division I Sal/Other State Prg	\$ 39,043,052.49	\$ 39,043,052.49	\$ -	0%
99940300	Division II Vocational	\$ 115,046.00	\$ 115,046.00	\$ -	0%
99940400	Local Limited Contracts	\$ 385,000.00	\$ 385,000.00	\$ -	0%
99940400	Division III/Local Salaries	\$ 13,108,962.94	\$ 13,108,962.94	\$ -	0%
99940500	Title I	\$ 1,760,148.00	\$ 1,760,148.00	\$ -	0%
99940500	Title II	\$ 340,367.00	\$ 340,367.00	\$ -	0%
99940500	Title III	\$ 115,869.00	\$ 115,869.00	\$ -	0%
99940500	Title IV	\$ 215,270.00	\$ 215,270.00	\$ -	0%
99940500	IDEA Part B	\$ 1,316,991.00	\$ 1,316,991.00	\$ -	0%
99940500	IDEA Preschool	\$ 58,767.00	\$ 58,767.00	\$ -	0%
99940500	Perkins	\$ 146,886.00	\$ 146,886.00	\$ -	0%
99940500	Homeless	\$ -	\$ -	\$ -	0%
99940500	Other Federal Grants	\$ -	\$ -	\$ -	0%
99940600	Insurance	\$ 160,000.00	\$ 160,000.00	\$ -	0%
99940700	Private Grants/Donations	\$ 25,000.00	\$ 25,000.00	\$ -	0%
99940810	Technology Equipment & Repair	\$ 286,500.00	\$ 286,500.00	\$ -	0%
99940810	Technology Block Grant	\$ 106,353.00	\$ 106,353.00	\$ -	0%
99940900	Tuition Reimbursement - Administrative	\$ 15,000.00	\$ 15,000.00	\$ -	0%
99940900	Tuition Reimbursement	\$ 70,000.00	\$ 70,000.00	\$ -	0%
99950000	Personnel/Hr	\$ 12,500.00	\$ 12,500.00	\$ -	0%
99960000	Child Nutrition Operations	\$ 3,445,521.00	\$ 3,445,521.00	\$ -	0%
99960100	Facilities Maintenance	\$ 90,000.00	\$ 90,000.00	\$ -	0%
99960100	Custodial Services	\$ 150,000.00	\$ 150,000.00	\$ -	0%
99960200	Energy - Division II	\$ 847,099.00	\$ 847,099.00	\$ -	0%
99960200	Local Energy/Utilities	\$ 82,000.00	\$ 82,000.00	\$ -	0%
99960200	Custodial Substitutes	\$ 15,000.00	\$ 15,000.00	\$ -	0%
99960200	Operations/Utilities	\$ 259,500.00	\$ 259,500.00	\$ -	0%
99960300	State Transportation	\$ 5,009,847.82	\$ 5,009,847.82	\$ -	0%
99960400	Local Transportation	\$ 554,072.42	\$ 554,072.42	\$ -	0%
Total Operating Budget		\$ 74,884,988.48	\$ 74,826,139.73	\$ (58,848.75)	0%
99970000	Local Debt Service	\$ 2,106,795.45	\$ 2,050,844.57	\$ -	0%
99970200	Minor Capital Improvements	\$ 869,170.00	\$ 1,397,423.00	\$ -	0%
Total Capital Budget		\$ 2,975,965.45	\$ 3,448,267.57	\$ -	0%
TOTAL		\$ 77,860,953.93	\$ 78,274,407.30	\$ 413,453.37	0.5%
<i>Reserve Allocation</i>		<i>\$ 1,381,169.67</i>	<i>\$ 1,545,594.30</i>	<i>\$ 164,424.63</i>	
GRAND TOTAL		\$ 79,242,123.59	\$ 79,820,001.59	\$ 577,878.00	0.7%

**AGREEMENT
BETWEEN THE
MILFORD SCHOOL DISTRICT
BOARD OF EDUCATION
AND THE
MILFORD EDUCATION ASSOCIATION, DSEA/NEA
CUSTODIAL / MAINTENANCE**

~~2023—2025~~ 2025 - 2027

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PREAMBLE

This Agreement is entered into by and between the Board of Education of the Milford School District, Milford, Delaware, hereinafter called the Board, and the Milford Education Association Custodians/Maintenance affiliated with the Delaware State Education Association and National Education Association, hereinafter called the Association.

ARTICLE I RECOGNITION

- 1.1** The Board hereby recognizes the Association as the exclusive negotiating representative for Public School Employees as defined in Title 14, Delaware Code, Chapter 40, as certified by the Department of Labor in the decisions of November 19, 1982, Case No. 155; and August 10, 1987, Case No. 178. Included in this Agreement are persons who are employed within the District; namely all full-time and part-time Custodians, Custodian Firemen, and Maintenance Mechanics. Excluded from this Agreement are persons who are employed within the District who are not represented by the bargaining unit as defined in the above cases.

ARTICLE II DURATION OF AGREEMENT

- 2.1** This Agreement shall become effective at 12:01 a.m. July 1, 202~~3~~⁵ and remain in full force and effect until 12:00 midnight, June 30, 202~~5~~⁷. Should the Agreement expire, it shall remain in effect until agreement is reached on a successor Agreement. Either party to this Agreement shall, no later than February 1, 202~~3~~⁵ submit to the other party, notice of proposed modification or additions hereto. Such notice shall be given to the other party, in writing, by certified mail.

ARTICLE III UNDERSTANDING OF THE PARTIES

- 3.1** This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been, the subject of required Negotiations with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- 3.2** This Agreement shall not be modified in whole or in part by the parties except by

a Memorandum of Understanding duly executed in writing by both parties.

- 3.3** If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.
- 3.4** If action is taken by the Department of Education, State Board of Education, or any State or Federal Legislation that would impact Staff covered under this Agreement, parties agree to meet and seek to renegotiate sections of this Agreement dealing with action taken.
- 3.5** Copies of this Agreement shall be made available by the District on the District Website within 72 hours of board approval after the Agreement is signed. Copies of the initial Agreement will be distributed to MEA Executive Board members and notification of posted contract to all employees covered by the Agreement and new Employees thereafter.
- 3.6** No other document, written, or oral policy, directive, or committee decision generated within the District shall override or supersede this Agreement.

ARTICLE IV GRIEVANCE PROCEDURE

- 4.1 DEFINITIONS**
A Grievance shall be defined as a written claim by violated grievant (member) that the terms of this Negotiated Agreement have been violated, misinterpreted, or misapplied. In all Grievance matters, the remedy sought by resorting to this procedure shall be confined to those areas in which the Board has clear authority to act.
- 4.2 WORKDAYS**
Workdays are defined as those days the District Offices are open. Days are defined as calendar days.
- 4.3 TIME LIMIT**
A Grievance to be considered to have been asserted in a timely fashion must have been brought to the attention of the Immediate Supervisor or the Superintendent

(in the case of the Association's Grievance) within 10 (ten) days from the time when the Employee or Association knew or should have reasonably known of the occurrence of the situation which is the subject of the Grievance. The number of days provided at each level within which to provide a hearing and a decision is a maximum and every reasonable effort should be made to expedite the process. Time limits may, however, be extended by mutual written agreement.

4.4 NO REPRISALS

It shall be the firm policy of the Board to assure that each Employee an unobstructed use of the Grievance procedure without fear of reprisal or without prejudice of his/her employment status.

4.5 REPRESENTATION

- 4.5.1** Grievant may at their option choose to represent themselves during all stages of this process or select a third person to represent them. In no case shall the Grievant be represented by an Employee organization other than the Association.
- 4.5.2** If the Grievant chooses to proceed without Representation, the Employer shall notify the Association of the place and the time of the hearing, and the Association shall have a right to be present and to state its views at all levels of this procedure.
- 4.5.3** If the Employee elects to be represented, the Employee must still be present at all levels of the Grievance procedure where the Employee's Grievance is to be discussed, except that the Employee need not be present where it is mutually agreed that the facts are not in dispute; and when the sole question is the interpretation of this Agreement.

4.6 ASSOCIATION'S GRIEVANCES

- 4.6.1** All Grievances must identify the person(s) aggrieved or the person(s) who will be affected by the resolution of the Grievance and be signed by a Member of the Bargaining Unit. The Association may initiate a Grievance in its name when its rights under the Agreement are claimed to have been violated.
- 4.6.2** If the Association files a Grievance as defined, it shall first be presented to the Superintendent within the time limits designated. The Superintendent shall inform the Association as to the person

and level at which the Grievance will first be heard. The Superintendent must respond to the Association within five (5) workdays after receipt of the grievance or the matter will be scheduled at Level Three.

4.6.3 All individuals in the group or class that will be affected by a Grievance filed by an individual or the Association shall be bound to any resolution that is accepted by the Association.

4.6.4 Employees having a Grievance may attempt to resolve the matter with their Administrator/Supervisor, in an effort to resolve the problem informally. The Employee will request a meeting with the Administrator/Supervisor identifying the issue for potential grievance within ten (10) days from the time when the Employee knew or should have reasonably known of the occurrence of the situation which is the subject of the Grievance. The Administrator/Supervisor shall respond within five (5) workdays of the date of the informal meeting.

4.7 LEVEL ONE –ADMINISTRATOR/SUPERVISOR

4.7.1 If the Employee does not choose to use the informal procedure or if the Employee is not satisfied with the disposition of their problem through the informal procedure, he/she shall submit their claim to the Administrator/ Supervisor as a formal written Grievance on forms provided by the District, within ten (10) workdays of the Administrator/Supervisor's informal response. If the Employee does not use the informal process, then the Employee shall file the Grievance within fifteen (15) workdays of the occurrence on which the Grievance is based.

4.7.2 The Administrator/Supervisor shall respond to the formal Grievance within ten (10) workdays. The decision of the Administrator/Supervisor shall finally resolve the Grievance unless the aggrieved Employee appeals the decision in writing, within five (5) workdays of receipt of the Level One decision or within five (5) work days from the expiration of the time limit within which the decision is to be made.

4.8 LEVEL TWO - SUPERINTENDENT

- 4.8.1** The Grievance will be discussed by the aggrieved Employee and the Superintendent, or Designee. If the aggrieved party is to be accompanied by legal counsel, the Superintendent shall be notified at least ten (10) workdays in advance to permit the Superintendent to be advised by legal counsel if the Superintendent so chooses. The Superintendent shall give a written decision within ten (10) workdays following the conclusion of the meeting on the Grievant matter.

4.9 LEVEL THREE - BOARD OF EDUCATION

The decision of the Superintendent shall finally determine the matter unless the aggrieved Employee appeals to the Board in writing within ten (10) workdays of receipt of the Superintendent's written decision. A hearing shall be granted upon receipt of a written request signed by the aggrieved Employee stating a desire for a hearing on the Grievance. In such cases the Board will notify the aggrieved Employee as to the time and place of the hearing, taking into consideration the availability of the aggrieved Employee(s). The aggrieved Employee(s) involved in such hearing shall have the right:

- 4.9.1** To be present at the hearing.
- 4.9.2** To present testimony on the Employee's behalf.
- 4.9.3** To give testimony on the Employee's own behalf.
- 4.9.4** To question, either personally, through counsel, or by a representative of the local, state or national association, any person giving testimony. (When legal counsel is to be used, the parties shall be notified in advance to permit the other party to be advised by counsel, if they so desire.)
- 4.9.5** The Board shall hold a hearing on the Grievance within fifteen (15) workdays after receipt of the appealed Grievance to the Board. The Board shall submit its written decision within ten (10) workdays following the hearing on the appealed Grievance.

4.10 LEVEL FOUR - SUBMISSION TO BINDING ARBITRATION

The decision of the Board will finally determine the matter unless the Grievant submits a demand for arbitration within ten (10) workdays thereafter.

4.11 PROCEDURES FOR ARBITRATION

Following the Board's receipt of the demand for arbitration, the Board and the Grievant shall, within fifteen (15) workdays, petition the state for an independent Arbitrator in accordance with Section 4013 (c) of Title 14 of the Delaware Code. The petition shall state in reasonable detail the nature of the Grievance, the remedy requested, and the provisions of the Agreement which the Grievant claims to have been misinterpreted, misapplied, or violated. The Association's attorney shall represent the Grievant at the arbitration level.

4.12 REDIRECTING PRINCIPLES

No claim by an Employee or the Association shall constitute an arbitral matter or be processed through arbitration if it pertains to:

- 4.12.1** Any matter that according to law is either beyond the scope of Board authority or which is illegal for the Board to delegate.
- 4.12.2** Dismissal or discharge of an Employee or non-renewal of an Employee's contract.
- 4.12.3** Administrative decisions relating to the involuntary transfer or reassignment of an Employee when it is necessary to satisfy requirements of law, a court order, affirmative action programs mandated by State or Federal agency or being the least senior in the building.
- 4.12.4** Any matter that is specifically excluded from arbitration in accordance with Section 4013 (c) of Title 14 of the Delaware Code.

4.13 ARBITRABILITY

- 4.13.1** If the Superintendent or his/her Designee disagrees as to the arbitrability of the dispute, he/she may request a conference to discuss the issue of arbitrability and to seek to resolve the differences between the parties.
- 4.13.2** If the disagreement over arbitrability persists, the arbitrator appointed under the procedures set forth herein shall rule upon the question of arbitrability prior to hearing the merits of the dispute in question. The same Arbitrator shall schedule a second meeting to hear the dispute on its merits if the dispute is judged to be arbitral.

4.14 PROCEDURES

- 4.14.1** Section 4013 (c) of Title 14 of the Delaware Code shall control the

arbitration proceeding. A copy of the current language of Section 4013 (c) is attached as Appendix J. The Arbitrator's decision will be the final resolution.

- 4.14.2** The arbitrator's decision, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement and must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

4.15 COST OF ARBITRATION

- 4.15.1** The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room will be equally shared by the Board and/or the Association in accordance with Section 4013(c) of Title 14 of the Delaware Code. Any other expenses incurred will be paid by the party incurring the same.

4.16 MISCELLANEOUS

- 4.16.1** Where the parties mutually schedule Grievance proceedings during school time, persons proper to be present shall suffer no loss of pay. In the event of a disagreement whether a person is proper to be present at the Grievance, such disagreement shall be subject to resolution through the Grievance procedure.
- 4.16.2** The Association agrees that when a Grievance requires either multiple witnesses or Grievant, the Association will arrange for the scheduling of such people in such a manner as to avoid cumulative testimony and to minimize disruption and expense to the Board and/or Association.
- 4.16.3** All documents, communications and records dealing with the processing of a Grievance shall be filed in a separate Grievance file. The Grievance form shall not be kept in the personnel file.
- 4.16.4** The Employer shall provide the Association with copies of all written decisions at each level.
- 4.16.5** It is understood that the Employees shall, during and notwithstanding the pendency of any Grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such Grievance and any effect thereof shall have

been fully determined.

- 4.16.6** Forms for filing Grievances shall be prepared jointly by the Employer and the Association. The Employer shall provide the forms to the Association so as to facilitate operation of the Grievance procedure. The forms can be found on the website (www.milfordschooldistrict.org) and in Appendix C.
- 4.16.7** Hearings at any level of this procedure may be waived by mutual agreement of the parties. Time limits may be extended by mutual agreement.
- 4.16.8** Grievances relating to suspension may be initiated at Level 2 of the Grievance procedure.

ARTICLE V NON-DISCRIMINATION

- 5.1** The Milford School District is an Equal Opportunity Employer and does not discriminate in employment or in educational programs, services or activities on the basis of race, color, creed, religion, gender (including pregnancy, childbirth and related medical conditions), national origin, citizenship or ancestry, age, disability, marital status, veteran status, genetic information, sexual orientation, gender identity, or upon any other categories protected by federal, state, or local law.
- 5.2** The Board and the Association agree that they will not discriminate against any Employee covered by this Agreement by reason of the Employee's participation in any legally protected labor relations activities.

ARTICLE VI LIAISON COMMITTEE

- 6.1** The Association members of each School Building shall elect a Liaison Committee for each school which shall meet informally with the Principal at least once a month at a mutually convenient time, not concurrent with Committee members' pupil contact obligations, for the duration of the school year, to discuss building concerns and issues. A summary of each meeting, prepared by the building representative and the principal, shall be forwarded to the Superintendent and emailed to building staff within five (5) workdays.

- 6.2** Said committee shall consist of a minimum of three (3) and a maximum of six (6) members in the School Building. The building membership shall identify Representatives on the School Liaison Committee.
- 6.3** There shall be a District Liaison Committee open to the Association President and one (1) Teacher Representative from each School and one (1) Paraprofessional, one (1) Custodian and one (1) Secretary from the District. The Committee shall meet with the Superintendent or Designee. Such meetings shall be held monthly with the time and date mutually arranged by the Association President and the Superintendent. Building level issues that have not been addressed at the building level Liaison Committee meetings with the Principal will not be discussed at the District Liaison Committee meeting, except by mutual agreement.
- 6.3.1** The District Liaison Committee will review Inclement Weather days and the effect of hours/days missed during the February, March, and April District Liaison Committee meetings. With prior notice to the MEA President, the Superintendent may invite additional administrators to participate in the discussion.

ARTICLE VII

RIGHTS OF THE MILFORD EDUCATION ASSOCIATION

- 7.1** The Association shall have the right to use School Buildings at a time when custodial staff is normally on duty. Such use shall not require the assignment of additional personnel nor the extensive use of Custodians to prepare for and return facilities ready for normal School use following the meeting or event.
- 7.2** The Association agrees to reimburse the District for actual costs incurred if School facilities are requested for use at a time when buildings are not normally in use and staffed with Custodial personnel.
- 7.3** The Board agrees to permit the Association the exclusive use of one bulletin board in Faculty Lounges for the purpose of posting official Association notices. The authorized Association Representative of each Building shall be responsible for the posting and removal of all such notices and the content thereof. All notices, prior to posting, shall be signed by the authorized Association Representative of that Building or Officer of the Association. The authorized Association Representative shall not be authorized to post material of a religious or political partisan nature.

- 7.4** Duly authorized Representatives of the Association and their respective Affiliates shall have the right to transact official Association business on School Property provided that this does not interfere nor interrupt normal school operations in any way as reasonably determined by the Building Administrator/Superintendent.
- 7.5** All Elected Officials and Representatives of the Association in each building may make reasonable use of work breaks for the conduct of Association business.
- 7.6** The Association shall have the right to use school facilities and equipment, including computers, copiers, and fax machines normally provided for employee use, when such equipment is not otherwise in use. Association may use school business equipment within the following guidelines:
- 7.6.1** The use of email, faxes, and photocopies to disseminate association information.
 - 7.6.2** Copies of the Board of Education's minutes/agendas shall be made available at the time of issuance to the Board. Drafted minutes shall be made available for the MEA President within seven (7) calendar days of the Board meeting. Said minutes will be confidential and shared with nobody other than MEA Executive Board members.
 - 7.6.3** The use is strictly to service the legitimate business of the Association, such as the duplication of records, notices, correspondence, etc.
 - 7.6.4** Equipment shall not be removed from School Buildings.
 - 7.6.5** The purpose is for the internal distribution of the Association.
 - 7.6.6** Supplies in connection with such equipment use will be furnished or paid for by the Association.
- 7.7** The Association President or Designee shall be permitted to address new Employees during the orientation program. The Association will be given adequate time (1-1.5 hours during the regular day) to take new Employees to breakfast or lunch during one of the orientation days.
- 7.8** The Association shall be granted ninety (90) minutes for the purpose of a general meeting during the working hours following the District opening program, of which sixty (60) minutes is to hold a meeting and thirty (30) minutes is for transportation

time back to Member's respective School Buildings. Building Administrators will not schedule other activities during this time.

7.9 The Superintendent and Association President will agree on a day at the start of the school year during the second and third week in each school month shall be reserved for the Association to conduct Association business. The Administration will not schedule any meetings that may interfere with such meetings on these days. All members involved in these meetings may leave their respective building after notifying the Building Administration.

7.10 Release time for any member of the Association who holds an office in the State Association shall be dictated by 14 Delaware Code, 1318. The local association president shall have a total of ten (10) days per school year of release time of which five (5) days are transferable to other Association officers to conduct Association business as determined by the Association. It is understood between the parties that this paragraph does not provide for Association activity of the above officers within school buildings during school hours. If a substitute is required, the Association shall pay the salary of such substitute. Days taken pursuant to this paragraph will not be charged against sick leave.

7.10.1 During the time of Contract Negotiations and Bargaining the District will pay the salary of substitutes for up to 5 (five) Association members.

7.11 The Board will make the Staff Directory and the Board Policy Manual available online. All policy changes shall be forwarded to the Association President within five (5) workdays of board approval. The Board shall also make the Agreement available online within ten (10) workdays of ratification by both parties.

7.12 Administration regulations and guidelines setting forth procedures for implementing Board policies that affect Employees shall be made available for informational and procedural purposes to said Employees.

7.13 The Board agrees to furnish the Association, in response to reasonable requests, all previously prepared public information concerning annual financial reports and audits, agendas, and minutes of Board meetings, that shall assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of

the Employees and their students.

- 7.14** The Association, to the exclusion of all rival unions, shall have the exclusive use of the school mailboxes and interschool mail facilities.
- 7.15** The Board agrees that the District Liaison Group and the Superintendent shall work together in the development of the District calendar. A draft of the proposed calendar must be sent out, by the District, to all Members ten (10) days prior to Board approval.
- 7.16** When any proposed changes affecting Custodians and Maintenance are drafted for Board review a Committee inclusive of a Custodian and Maintenance Association Representative shall be informed.
- 7.17** The Board, or Board's Designee, shall provide to the Association the names and addresses of all hires and new hires to the Association President and Membership Chair three (3) times per year during August, October, and January,

ARTICLE VIII MANAGEMENT RIGHTS

- 8.1** The Association recognizes the legal responsibility and authority of the Board to serve as the policy-making body for the District. The Board, therefore, maintains and exercises all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the Legislature of the State of Delaware. These include, but are not limited to, the determination of functions and programs, standards of service, utilization of technology, organization structure, curriculum, the preparation of budgets, and the determination of the District's financial policies and accounting procedures, and the employment, assignment, transfer, promotion, discipline or discharge for cause of all District employees except as specifically modified by this Agreement.
- 8.2** All Administrative action necessary to implement Board decisions remains reserved to and exercised at the discretion of the Superintendent of Schools exclusively, except as specifically modified by the Agreement.
- 8.3** The Association recognizes the Administration's right to require regular and prompt attendance from its Employees as a condition of continued employment

in the District. Any Employee who receives a dock in pay due to excessive absences or unexcused leave in two (2) years ~~within a five (5) year cycle~~ shall be subject to disciplinary action up to and including dismissal unless the absences were due to documented catastrophic circumstances.

- 8.4** The Association recognizes the Administration's right to require Staff to meet all State Requirements for Certification and licensure including keeping their DEEDS webpage up to date and accurate and that failing to do so constitutes grounds for disciplinary action.
- 8.5** If the State legislature makes changes to Delaware Code to restrict the maximum yearly number of vacation days allowed for state funded compensation for twelve-month (12) employees, the Administration has the right to modify the vacation rates negotiated in this Agreement to coincide with the maximum yearly rate established by State law. This change would take effect in accordance with the effective date established in any legislation regarding this matter.
- 8.6** All Employees will review, sign, and follow the Acceptable Use Policy for Technology.

ARTICLE IX

EMPLOYEE PERSONNEL FILES

- 9.1** The Employee's official file shall be maintained by the District administration.
- 9.1.1** The Employee, upon request to the Superintendent or Designee, may examine all material in said Employee's District personnel file except pre-employment references, which shall be removed from the file prior to examination by the Employee.
- 9.1.2** Material not restricted by provisions of paragraph 9.1.1 above, which would adversely affect an Employee's current employment, reemployment by the District, or future employment by the District, or future employment elsewhere shall not be placed in the Employee's personnel file unless the Employee has had an opportunity to review said material. The Employee shall acknowledge this opportunity by signing the document that has been filed. The signing of the document in no way indicates agreement

with the contents.

- 9.1.3** The Employee shall have the right to submit a written response to such material and that answer shall be attached to the file copy.
- 9.1.4** A copy of any material in the file except pre-employment references will be made available to the Employee upon request.
- 9.1.5** The personnel file shall not be taken from the personnel office by an Employee and shall be examined in the presence of the Superintendent or Designee.
- 9.1.6** The Employee may have an Association Representative present during the inspection of the materials in the file.
- 9.1.7** Upon written request to the Superintendent or Designee, an Employee may examine their personnel file and designate information which he/she feels should be discarded as obsolete or inappropriate to retain. Such information shall be reviewed jointly by the Employee and the Superintendent or Designee. Information shall be destroyed upon mutual agreement after reviewing the Delaware Public Archives' school district records retention schedule. On information that is not mutually agreed upon, the final decision on the retention or disposal of the material shall remain with the Superintendent and/or the Delaware Public Archives' school district records retention schedule.

ARTICLE X SALARIES

- 10.1** The Board agrees to deduct the periodic Association membership dues uniformly required by the Association as a condition of acquiring or retaining membership in accordance with the Constitution and By-Laws of the Association from the salaries of Employees who individually and voluntarily certify that they authorize such deduction and who execute the "Authorization for Check-Off of Dues Form."
- 10.2** Such deductions and disbursements shall be made in compliance with Delaware Laws and under rules established by the State Treasurer.
- 10.3** The Association shall certify annually to the Board the current membership dues. Any change in the rate of membership dues shall be given to the Board in writing at least ninety (90) workdays prior to the effective date of such change.

- 10.4** The Board shall provide for payroll deductions as allowable by the State of Delaware which may include tax sheltered annuities, charitable organizations, and other deductions as specifically directed by the Employee, in accordance with applicable statutes and State Regulations.
- 10.5** The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of or by reason of, any action taken or not taken by the Board at the direction of the Association for the purpose of complying with the provisions of this Agreement.
- 10.6** The salaries of all Employees covered by this Agreement shall be the salaries prescribed by 14 Delaware Code, Chapter 13, plus a supplement from Local School District funds.
- 10.7** The Board agrees to annually calculate the costs of other Districts' Employee benefit programs along with salary in order to calculate the relative position of Milford Employee groups in relation to other similar Employee groups in Kent and Sussex Counties. These factors shall henceforth be considered during all Negotiations and will be shared annually with the leadership of the Milford Education Association and the Board of Education.

ARTICLE XI EMPLOYEE DRESS

The parties agree that it is important for Employees to model appropriate dress in order to establish a professional and safe work environment in our Schools that is conducive to learning and to promoting the expectation of good behavior. Employees should dress in a manner consistent with his/her job duties and suitable for the subject of instruction or the task being performed. Should an Employee wear what is considered by his/her Administrator to be inappropriate attire, he or she shall be so advised by the Administrator and subject to disciplinary action if the issue persists.

ARTICLE XII RECOGNITION AND DEFINITIONS

- 12.1** The term "Employee" as used herein shall include all Custodial and Maintenance Mechanics exclusive of Administrative and Supervisory personnel, as defined in

the bargaining unit as established in the appropriate Department of Labor certification, dated October 21, 1987.

12.2 Definitions:

- 12.2.1** The term "Board" or "Employer," as used hereinafter, shall mean the Milford School District Board of Education.
- 12.2.2** "School" as used in this Agreement means any of the Buildings and Grounds owned and maintained by the Board.
- 12.2.3** "Principal" includes the Administrator of any work location or Designee.
- 12.2.4** "Supervisor" includes the Administrator of any work location or Designee.
- 12.2.5** "Emergency" shall mean an occurrence of an unusual and urgent nature; an unforeseen condition, such as a heavy snowfall prohibiting the opening of schools, a broken water pipe, or a heating failure directly affecting a School or School property.
- 12.2.6** "Probationary Employee" shall mean a newly hired Employee who does not gain grievance rights for termination under this Agreement until the successful completion of a one calendar (1) year probationary period.
- 12.2.7** During the life of this Agreement, the Board shall not adopt any policy inconsistent with the provisions of this Agreement.

**ARTICLE XIII
CUSTODIAL/MAINTENANCE RIGHTS**

- 13.1** Pursuant to Title 14, Chapter 40, Delaware Code, the Board hereby agrees that Employees of the District shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a Duly Elected Body exercising Governmental power under the laws of the State of Delaware, the Board undertakes and agrees that it shall not directly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by this law, or other laws of Delaware, or the Constitution of Delaware and the United States, that it shall not discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in activities of

the Association and its affiliates, collective negotiations with the Board or his institution of any Grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- 13.2** Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under Delaware School Laws or other applicable laws and regulations.

13.3 Employment Status

13.3.1 Each newly hired Custodian shall be considered a "Probationary Employee" for a period of one calendar (1) year extending from and including the first day of actual work for the District after the date of appointment by the Board of Education.

13.3.2 If during the one calendar (1) year probationary period, the District terminates the employment of a "Probationary Employee", the termination shall not be appealable through the Grievance Procedure.

13.3.3 After successful completion of a one calendar (1) year probationary period, the "Probationary Employee" shall be considered a regular "Employee" of the District.

13.3.4 All Probationary Employees shall be formally observed by his/her immediate Supervisor within the first 180 workdays of employment with the District.

- 13.4** Prior to any meeting with an Administrator/Supervisor, an Employee shall be informed of the purpose of the meeting. An Employee may request Representation of his/her choice prior to or at any point during a meeting. If the Employee requests Representation, the Administrator/Principal shall postpone the meeting in order for the Employee to secure representation. The postponed meeting shall be held within five (5) days.

- 13.5** Whenever any Employee is required to appear before their immediate Supervisor, Superintendent, Building or District Administrator, the Board or a Board committee member concerning any matter which could result in discipline or adversely affect the Custodian's continuation of employment or salary level, he/she shall be given forty-eight (48) hours prior written notice of the meeting setting forth the reasons for

the appearance and shall be entitled to have representation from MEA, DSEA and/or NEA present to advise him/her. Matters not indicated in the written notice shall not be discussed at the meeting, except by mutual consent of all the parties present. Should the need occur, the District shall place Employees on Administrative Leave with pay to investigate such matters under the provisions of this article.

- 13.6** No Employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- 13.7** The District shall recognize all Custodian staff with an annual Custodian and Maintenance Week.
- 13.8 PUBLIC CRITICISM** – Any criticism by a Supervisor, Administrator, or Board member of an employee's professional competence shall be made in confidence, and not in the presence of students, parents, peers or public gatherings including online and social media platforms. Any criticism of ~~the competence of~~ a Supervisor, Administrator, ~~or~~ Board member, ~~or the District~~ by an employee or the Association shall be in confidence, and not in the presence of students, parents, peers or public gatherings including online and social media platforms. **Any violation of this section shall be subject to disciplinary action.**
- 13.8.1** Employees shall adhere to Board Policy 4226 with regard to Electronic Communication and Social Media. Any violation of the policy shall result in the appropriate disciplinary action.

ARTICLE XIV SENIORITY, LAYOFF, AND RECALL

- 14.1** Reduction of Custodial personnel and Maintenance Mechanics shall be accomplished by seniority. Seniority shall be defined as the length of continuous full-time service in the District as a Custodian.
- 14.1.1** An Employee shall lose his seniority and all rights thereto under this Agreement for the following:
- (1) resignation or discharge for just cause;
 - (2) retirement;
 - (3) failure to return to work from leave of absence or to notify the District of intent to return to work within the specific

time requirements shall be considered a voluntary resignation;

(4) failure to respond to a proper recall notice.

14.2 The person with the least seniority in the Milford School District shall be laid off first.

14.2.1 The Employee's seniority shall be established as the date of hire.

14.3 The District will provide seniority lists on request.

14.3.1 If a Reduction in Force is necessary beyond normal attrition, the Superintendent shall determine the number of positions that will be reduced as well as the date such reductions are needed and shall appraise the Employees of this information twenty (20) work days prior to the effective date of the reduction.

14.4 In the event that two (2) or more Employees have the same length of service in any classification, or area of certification, the following criteria shall be used in the order enumerated as tie-breakers.

- (1) Certification or specialized training directly related to job responsibilities.
- (2) Total length of service in public or private schools in Delaware.
- (3) A lottery as established by the Superintendent and an Association Representative

14.5 Laid off Employees shall be recalled to the same or lower level from which they were laid off. The same criteria used to reduce Employees shall be used to recall them with the last person laid off being the first person recalled. Recalled Employees shall receive the salary of the position to which they are recalled. Employees on approved leaves of absence shall be subject to the layoff provisions of this Agreement.

14.5.1 Time lost by an Employee laid off under the provisions of this Article, who is subsequently recalled, shall not be considered to interrupt continuous service; but such time shall not be counted toward additional service or be a criterion for benefits as set forth in this Agreement

- 14.6** Employees shall remain on the recall list for a period of fourteen (14) months from the last day worked.
- 14.7** Specifically title skilled positions, to a maximum of five (5), shall be designated by the District as Maintenance Mechanics. These positions shall not be included in the seniority layoff procedure.

**ARTICLE XV
HOLIDAYS, VACATIONS and COMPENSATORY TIME**

- 15.1** The following holiday schedule will be observed by all twelve-month, full-time employees of the Milford School District and schools will be closed:
- Independence Day
 - Labor Day
 - Thanksgiving Day
 - Thanksgiving Friday
 - Christmas Day
 - New Year's Day
 - Martin Luther King Day
 - Good Friday
 - Easter Monday
 - Juneteenth
 - Memorial Day
 - General Election Day (every two years)
 - Return Day (12:00 noon)
 - Presidents' Day
 - Veterans' Day - November 11
- 15.2** Holidays that occur on a non-workday including a weekend, shall be observed in accordance with Title 1, Chapter 5, §501, Delaware Code, as amended.
- 15.3** Winter Closure of School Facilities
- 15.3.1** All twelve-month (12) Employees are required to take annual leave or up to four (4) days of compensatory leave during the winter break as school facilities will be closed. The Superintendent has the right to open District facilities for special maintenance or other needs and to seek volunteers to work. Any Employee working during this time will be permitted to use his/her vacation days at another time during the year or receive additional compensation for the days worked.
- 15.3.2** Beginning July 1, 2003, twelve-month Employees on staff prior to the winter holiday break, shall have six (6) of their total yearly vacation days front loaded and held to insure sufficient vacation

time available for the winter holiday closure. Twelve-month (12) Employees will then earn their remaining vacation days on a pro-rated basis at the end of each month.

15.4 The following vacation schedule shall apply to all full-time twelve-month (12) Employees:

- 15.4.1** Vacation period: Fiscal Year, July 1 to June 30.
- 15.4.2** Experience for vacation purposes shall include only continuous Employment in the District from the date last hired.
- 15.4.3** Authorized vacation may be taken up to the number of days earned. Earned days will be added after each month. Vacation time will not be approved against future vacation credit.
- 15.4.4** Employees shall be permitted to take all earned vacation time within the twelve-month fiscal year beginning July 1 and ending the following June 30, Every employee shall be permitted to take off at least ten consecutive vacation days between July 1 and September 1, provided the employee shall request the vacation leave time prior to April 1st. Within fifteen (15) days following the submission dates described herein, all requests shall be approved or denied with due regard to the following considerations:
- (a) Sufficient remaining staff to provide for the operations required in the district or the school on the dates requested.
 - (b) When necessary, conflicts for specific dates shall be resolved by seniority.
 - (c) It shall be the employee's responsibility to reschedule immediately when any dates are not approved.
 - (d) Dates not approved under these conditions shall be permitted to accumulate to a maximum of forty-two (42) vacation days.
- 15.4.5** Beginning July 1, 2003, vacation is authorized to be earned as follows:

Years Continuous Service	Days Per Month	Days Per Year
0 through 5 years	1.5	18
6 through 15 years	1.75	21

Twelve-month (12) Employees who maintain a good attendance record may earn up to two additional vacation days per year. Two (2) additional vacation days shall be granted if an Employee is absent for three (3) or less days in the prior fiscal year. One (1) additional vacation day will be granted to Employees who are absent only four (4) days in the prior fiscal year. Employees must have one full calendar year of employment with the District to be eligible.

- 15.4.6** Accrued vacation time with another State Agency shall not be transferred to the Milford School District.
- 15.4.7** Persons employed on or before the 15th of the month will receive full credit for that month. Persons resigning after the 15th of the month will receive full credit for the month.
- 15.4.8** Vacation days may be accumulated up to a maximum of forty-two (42) and carried over to the next Fiscal Year. At the end of a Fiscal Year, if an Employee has accumulated more than forty-two (42) days, such vacation leave shall be adjusted to forty-two (42) days at the end of that fiscal year. Prior to the end of the fiscal year, any Employee whose accumulated vacation days will exceed forty-two (42), shall be granted vacation leave on one occasion annually up to a maximum of ten (10) consecutive days, provided the leave is taken between May 1 and June 30 of that fiscal year.
- 15.4.9** Vacation time is earned during an approved leave of absence with pay but is not earned during a leave of absence without pay.
- 15.4.10** For school closing or delay due to inclement weather or emergency all Maintenance and Custodial staff are considered Essential Employees. Essential Employees must report as directed by the Superintendent or Designee.
- 15.4.10.1** In the event that schools are closed for a weather related State of Emergency or closure of State Offices in Kent or Sussex counties, Employees will be offered hour for hour compensatory time.

- 15.4.11** An Employee not reporting to work as directed, reasonable travel delays notwithstanding, will have time not worked charged against accrued vacation. In the event the Employee's vacation leave balance is insufficient, time not worked will be charged in the following order:
- 1) sick leave/personal days, or
 - 2) leave without pay.
- 15.4.12** During inclement weather or emergency, the District reserves right to transport to and from work essential and Administrative Employees who are not otherwise able to get to work.
- 15.4.13** Delaware Code will be applied as applicable to the condition including State of Emergency and other contingencies.
- 15.4.14** Unexcused absences shall be charged against accrued vacation.
- 15.4.15** Except in emergency situations, vacations must be requested at least two (2) working days prior to the actual vacation date through the employee leave system. Prior approval from the Supervisor of Buildings and Grounds or Designee must be obtained for absences on Professional Development days.
- 15.4.16** Employees will be provided with access to their annual record of their sick leave and vacation balances through Data Service Center. A record of compensatory time will be provided ~~in January and July~~ upon request.
- 15.4.17** Compensatory time may be taken with two (2) days notice by leave request form. All requests shall be approved or denied with due regard to the following:
- (a) Sufficient remaining staff to provide for the operations required in the District or the School on the dates requested and
 - (b) When necessary, conflicts for specific dates shall be resolved by seniority.
- In the case of an Employee emergency, the Employee will be permitted to use earned compensatory time for up to two (2) consecutive days by notifying their Supervisor or Designee of the emergency and the need to utilize compensatory time. This leave will be granted in the absence of any District emergency.
- 15.4.18** Day Custodial Employees and Maintenance Mechanics shall be

granted the same allowances for late arrival for fog. Night Custodial Employees and Maintenance Mechanics shall be granted, at District discretion, early release for inclement weather.

- 15.4.19** Approved District compensatory time earned in one School Building may be carried to any other building in cases where the Employee transfers.
- 15.4.20** Effective January 1, 2004, an Employee may not use more than twenty-two and one-half (22.5) hours of comp time within a pay period (every two (2) weeks) without written permission from the Supervisor of Building and Grounds.
- 15.4.21** Compensatory time may be accrued on a calendar year basis beginning January 1 and must be used by December 31 each year. Earned compensatory time not used by December 31 each year will be forfeited. Any exceptions will be mutually agreed upon with the Employee's Direct Supervisor.
- 15.4.22** Overtime shall first be offered to the Custodial staff in the building where the work will occur unless a special skill is required. Overtime shall be assigned to interested Employees by lottery.

ARTICLE XVI

LEAVE OF ABSENCE

- 16.1** The Employer agrees to comply with all the provisions of Titles 14 and 29 of the Delaware Code, relating to leaves of absence.

ARTICLE XVII

HOURS OF WORK AND PREMIUM RATES

- 17.1** It is understood the Employer will establish hours of work and the workweek for Employees based upon the need for the services of the Employees. The Employer reserves the right to reasonably modify starting and quitting times of Employees and also the right to adjust the Employee's work week in non-voluntary and non-emergency situations. The Employer will notify the employee(s) involved at least ten (10) days in advance of such change; however, in the event of an emergency the Employee(s) will report as requested without regard to the aforementioned notice.
- 17.1.1** The District shall make a good faith effort to provide coverage for Custodians who use more than one (1) day of leave. Substitute

coverage will begin on the second (2nd) day of absence provided timely notice is given by the absent employee. When Maintenance Mechanics are needed to assist Custodians in a Building due to extended Custodial absences and/or in emergency situations for duties not usually performed by Maintenance Mechanics, the Maintenance Mechanics shall be called in to assist on a rotating basis with least senior workers called first. No maintenance mechanic will serve more than ten (10) consecutive workdays at a time on such a rotation. Maintenance Mechanics will receive ten (10) days' notice except for an emergency situation.

17.1.2 Staffing of night shift will be comprised of no less than two (2) Custodians.

17.1.3 When an employee's duties require him/her to be in an unoccupied building, the Supervisor of Building and Grounds or Designee, will be notified. Annually, a check in procedure will be established and/or reviewed, by an Association representative, an Elementary Custodial representative, an Elementary Building Chief, and the Supervisor of Buildings and Grounds in order to ensure the safety of all employees.

17.1.4 During planned school year days in which students are not present, a work schedule rotation shall be created among all afternoon/evening shift Custodians in each building that would allow for one Custodian's shift to end at five (5) pm and all other custodians to work an earlier shift, unless event coverage is needed for a school event or activity. A coverage rotation, utilizing a flexible work schedule shall be ~~established~~ sought first through volunteers. ~~If no one volunteers to alter their work schedule, an overtime opportunity will be offered to all custodians. If coverage has still not been established, the assignment will be determined based on seniority with the least years of experience required to take the assignment. If no such volunteer exists, the last shift shall be assigned by reverse seniority order for each qualifying day. For example, the first day the least senior must take the last shift, the next day the second to least senior must take the shift. In the case that all other employees leave the building prior to five (5) pm.~~

17.1.5 Athletic events and Milford High School Graduation require

mandatory custodial coverage, anyone missing these events must be approved by the Superintendent or Designee.

17.2 Work Week:

17.2.1 The normal workweek will be Monday through Friday. The parties recognize that on occasion other schedules may be necessary and may be implemented provided that all time worked on any Saturday or Sunday which is beyond the normal work week established by the Employer will be paid at the rate one and one-half (1/2) times the Employee's regular hourly rate, as specified in Article 16.3. Any Employee called back by the Employer to work outside their regularly scheduled work week shall be paid a minimum of two (2) hours at the rates specified herein. Further, if called back to work for a period of time outside the regularly scheduled shift, the Employee is expected to work the actual time necessary to complete all the requirements of the job for which they were called back.

17.2.2 During non-Teacher work weeks, Employees may, with the approval of their appropriate Supervisor, work flexible hours to meet their individual needs within the forty (40) hour work week. Compensatory time, in accordance with Article XVI, shall also be available for use during this time. Beginning and ending dates for flexible work schedules during the summer months shall be tentatively scheduled by February 15 annually between MEA representatives and the Superintendent or Designee. Beginning and ending dates for flexible work schedules during the summer months will be set by May 1 annually between MEA representatives and the Superintendent or designee.

17.3 Employees who are required to work more than forty (40) hours per week, exclusive of lunch, will be paid one and one-half (1 1/2) times the regular hourly rate of pay for each hour worked beyond forty (40) hours or compensatory time at the same rate, as mutually agreed upon by the Employee and Immediate Supervisor, prior to performing the overtime. If more than one-half (1/2) the Employees in the same building request to take compensatory time on the same date, such time shall be assigned on the basis of seniority.

- 17.4** All full-time Employees shall be provided with two (2) fifteen (15) minute rest periods for each full eight (8) hour shift, which can be combined into one (1) thirty (30) minute rest period at the discretion of the Supervisor provided all Employees within each building follow the same break schedule. All full-time employees will be entitled to one (1) thirty-minute (30) duty-free lunch in accordance to Title XIV of Delaware Code, Section 1335.
- 17.5** No Custodian shall have their work hours reduced or be laid off as a result of subcontracting.
- 17.6** Any Employee who is called for jury duty shall receive the daily rate of pay as an Employee. Daily evidence of service shall be provided to the Employer. The Employer may request the Employee be excused by the court, if warranted. Night shift Employees will work day shift on days when jury duty or jury service is served. When Employee is dismissed from jury duty, they should return to complete their day shift within a reasonable amount of time. On days when the Employee does not report to jury duty or jury service, he or she shall report for their normal nighttime shift.

ARTICLE XVIII

VACANCIES, TRANSFERS, AND PROMOTIONS

- 18.1** Vacancies
- 18.1.1** The Superintendent or his/her Designee will post on the District Personnel Web Page (www.milfordschooldistrict.org) all known Custodial/Maintenance vacancies as they occur. Notices shall be posted ~~five (5) days prior to the application deadline or at least~~ three (3) days ~~for internal only positions~~. Consideration will be given to all District Custodial employees and Maintenance Mechanics who apply. Custodial employees and Maintenance Mechanics who desire to be considered for transfer to another position shall apply for an open position. The Vice-President of the bargaining unit in conjunction with the Supervisor of Buildings and Grounds, Superintendent or Designee shall have the right to appoint an Association Representative to serve on each job interview committee.

- 18.1.2** The written notice of a vacancy shall contain:
- (1) Position Description;
 - (2) Location;
 - (3) Deadline for Application;
 - (4) Person to whom application to be submitted.
- 18.1.3** The decision on transfers and promotions shall be based upon relative knowledge, skill, ~~and abilities, and years of experience~~ of the respective applicants for the position to be filled, ~~as demonstrated through the interview process. with the person having the highest degree of these attributes receiving the transfer or promotion. In considering the applicant's "abilities," the Employer may consider aptitude, past performance and references. When all three (3) of these criteria (knowledge, skill and ability) are equal, the position shall be awarded to the applicant with the greatest seniority.~~
- 18.1.4** If an Employee is denied transfer or promotion, the Employee shall be entitled, upon request, to a meeting with the Building Principal or Supervisor of Buildings and Grounds. The Employee shall be entitled to be accompanied by a Representative and to discuss with the official the reasons for the denial.
- 18.2** Involuntary Transfer
- 18.2.1** When a vacancy occurs, volunteers will be sought before section 17.2.2 goes into effect.
- 18.2.2** Staff members are subject to transfer on the basis of the current and future needs of the school district. Employees will be notified of the transfer ten (10) workdays in advance of the change; in no case will a transfer be made without meeting with the Employee involved. Among those classified and paid as Custodians on both the state and local salary schedules, the employee with the least seniority will be the first to be transferred.

ARTICLE XIX

PERSONNEL EVALUATIONS

- 19.1** Custodial personnel and Maintenance Mechanics shall be given a draft copy of any evaluation report and shall examine such report with the person preparing it within eight (8) days of the completed evaluation.

- 19.2** If the Employee wants to have another meeting to discuss any matter raised in the evaluation report, he/she must file a request with the Supervisor within five (5) days after the initial meeting.
- 19.3** After such review, the Employee shall sign the evaluation report to indicate awareness of the contents of the evaluation report. The signature of the Employee shall mean only that the report has been seen and discussed; it shall not indicate agreement or disagreement with the report.
- 19.4** Provisions shall be made for the Employee to write a statement concerning the evaluation, whether the Employee agrees or disagrees, and such statement shall be included with the report.
- 19.5** Any complaints regarding Custodial personnel/Maintenance Mechanics made to any member of the Administration by any parent, student, or other person, which is reduced to writing, shall within eight (8) days of the complaint be brought to the Employee's attention. The Principal or Supervisor shall meet with the Employee to apprise the Employee of the full nature of the complaint. The Employee shall have the opportunity to rebut the allegations of the complaint. If the Employee is not satisfied with the results of the meeting(s) with the Principal or Supervisor, the Employee may file a Grievance.
- 19.6** Any Custodial Employee/Maintenance Mechanic who receives an evaluation with an area marked "needs improvement" or "ineffective," shall receive an "improvement plan" which shall be mutually developed by the Employee, the Employee's immediate supervisor and/or the Building Principal. An improvement plan shall cover not more than a six (6) month period of time and a reevaluation of the Employee shall occur within the time frame of the improvement plan.

ARTICLE XX

FAIR DISMISSAL PROCEDURE

- 20.1** No Employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or given an adverse evaluation of his/her services without just cause.

- 20.2** In the event the Employer intends to dismiss an Employee for just cause, the Employer shall provide a written notice of such intent, containing a statement of the reasons constituting just cause and shall follow Board Policy 4214, Rules of Procedure for Conducting Disciplinary Hearings for Non-Certified Personnel. Under said policy, the Employee may, within ten (10) days after receiving a decision, appeal the decision to the Board.
- 20.3** Any appeal to the Board from a hearing conducted under Policy 4214 shall result in an appeal hearing before the Board. The procedure to be followed at the Board hearing shall be as set forth in Board Policy 4211 for a Level III grievance hearing.

ARTICLE XXI

PERSONAL FREEDOM

- 21.1** The personal life of an Employee is not an appropriate concern for the attention of the Board except as it may directly inhibit the Employee from performing properly his/her assigned functions during the workday.

ARTICLE XXII

SAFETY

- 22.1** The Employer and the Association shall cooperate in the enforcement of safety regulations. However, should Employee believe that an unsafe or unhealthy working condition exists, he/she shall notify their Supervisor immediately and provide all factual information relating to the situation. The District shall immediately investigate the matter and inform the Employee and an Association Representative of the results of its investigation and of any corrective action to be taken, within five (5) working days after the completion of the investigation.
- 21.1.1 If the Association is not satisfied with the investigation, a third (3rd) party investigation shall be conducted and considered final.
- 22.2** The Principal or Designee and building and grounds supervisor shall inform the Custodial/Maintenance Representative in the School Building of any upcoming staff meeting that intends to discuss or address issues with the operation of the School and shall provide time to attend such meetings to represent the Custodial/Maintenance group.

ARTICLE XXIII

CUSTODIAL/MAINTENANCE TRAINING

- 23.1** Custodial Employees and Maintenance Mechanics shall receive the equivalent of one in-service day of training per year. Additional days of in-service training may be scheduled with mutual consent of the MEA Custodial/Maintenance Group and the Superintendent.
- 23.2** The opportunity to attend specialized training(s) pursuant to career advancement will be offered, in writing, to all Custodial staff/Maintenance Mechanics. When notification is sent, a copy will also be sent to the Vice-President of Custodians in writing within twenty-four (24) hours of posting.

APPENDIX A
LOCAL SALARY SUPPLEMENT: CUSTODIAN/MAINTENANCE
TWELVE-MONTH EMPLOYEES

All Local Salary Scale adjustments shall comply with the pay cycle and State Scale adjustments as dictated by the State of Delaware Operating Budget Bill.

Fiscal Year 2026

EXPER	Custodian	Assistant Chief	Chief	Maintenance
0	7,885	8,021	10,650	11,692
1	8,043	8,181	10,863	11,925
2	8,204	8,345	11,080	12,164
3	8,368	8,512	11,302	12,407
4	8,535	8,682	11,528	12,655
5	8,706	8,856	11,758	12,908
6	8,880	9,033	11,993	13,167
7	9,058	9,214	12,233	13,430
8	9,239	9,398	12,478	13,699
9	9,424	9,586	12,727	13,972
10	9,887	10,053	13,257	14,527
11	10,079	10,248	13,517	14,812
12	10,275	10,448	13,781	15,103
13	10,475	10,651	14,052	15,399
14	10,679	10,859	14,327	15,702
15	11,398	11,580	15,118	16,520
16	11,904	12,084	15,552	16,927
17	11,904	12,084	15,552	16,927
18	11,904	12,084	15,552	16,927
19	11,904	12,084	15,552	16,927
20	11,904	12,084	15,552	16,927

All Local Salary Scale adjustments shall comply with the pay cycle and State Scale adjustments as dictated by the State of Delaware Operating Budget Bill.

Fiscal Year 2027

EXPER	Custodian	Assistant Chief	Chief	Maintenance
0	8,043	8,181	10,863	11,925
1	8,204	8,345	11,080	12,164
2	8,368	8,512	11,302	12,407
3	8,535	8,682	11,528	12,655
4	8,706	8,856	11,758	12,908
5	8,880	9,033	11,993	13,167
6	9,058	9,214	12,233	13,430
7	9,239	9,398	12,478	13,699
8	9,424	9,586	12,727	13,972
9	9,612	9,778	12,982	14,252
10	10,360	10,529	13,797	15,092
11	10,556	10,728	14,062	15,383
12	10,756	10,931	14,332	15,680
13	10,960	11,139	14,608	15,982
14	11,168	11,351	14,889	16,291
15	11,901	12,087	15,695	17,126
16	12,904	13,084	16,552	17,927
17	12,904	13,084	16,552	17,927
18	12,904	13,084	16,552	17,927
19	12,904	13,084	16,552	17,927
20	12,904	13,084	16,552	17,927

APPENDIX B

BENEFITS

RETIREMENT SICK-DAY BENEFIT PROGRAM

Effective January 1, 2004, upon the retirement of a Milford School District Employee, the Board agrees to compensate the Employee for unused sick days accumulated above ninety (90) and up to and including one-hundred and forty (140) days at the rate of thirty dollars (\$30) per day. All sick days up to the maximum of one-hundred and forty (140) earned days, would have to be accumulated while in the employment of the Milford School District.

DEATH BENEFIT PROGRAM

The Board agrees to continue the Death Benefit Program. The Board may pay to the estate of the deceased eligible Employee or to a specified beneficiary, a sum equal to twenty (20) days pay at the per diem rate of the regular gross annual salary for the fiscal year during which death occurs.

HEALTH CARE INSURANCE

The Milford School District will participate fully in the State subsidized plan of health care insurance as authorized in 29 Delaware Code, Chapter 52.

~~Since 29 Delaware Code, Chapter 52 does not provide basic health care insurance coverage for personnel who have not completed at least three (3) months of employment for the State of Delaware, the Board agrees to subsidize said health care insurance coverage for these full-time Employees from local funds for the first three (3) full months of employment beginning on the first of the month following the employee's hire date in an amount not to exceed identical coverage provided for experienced employees by the State. Coverage from local funds will terminate as soon as the Employee qualifies and is enrolled in the State Subsidized program.~~

~~Any first-year full-time Employee who qualifies for participation in the State Health Care Insurance Program, except for the three-month (3) experience clause, is eligible for inclusion in the local program.~~

BENEFITS - STATE FLEXIBLE SPENDING ACCOUNT

The District agrees to abide by the State of Delaware Flexible Spending Account Plan for eligible Employees. All rules and regulations promulgated by the State of Delaware

shall apply.

FLEXIBLE BENEFIT PROGRAM

~~Effective July 1, 2017,~~ The District shall offer a negotiated amount to be used towards health, dental, or vision insurance premiums as part of a flexible benefit program. Full time Employees will receive one-hundred percent (100%) of the negotiated benefit. Permanent part-time, pension eligible Employees will receive fifty percent (50%) of the negotiated benefit.

- a. Fiscal Year ~~2026:~~ **\$700** per full-time Employee
- b. Fiscal Year ~~2026:~~ **\$350** per permanent part-time, pension eligible Employee
- c. Fiscal Year ~~2027:~~ **\$700** per full-time Employee
- d. Fiscal Year ~~2027:~~ **\$350** per permanent part-time, pension eligible Employee

RECRUITMENT INCENTIVE

~~District employees who refer a Teacher or Specialist candidate for hire that is offered and accepts a position within the district will receive a recruitment stipend of up to a maximum of \$250 or pro-rated amount based on the \$2500 per semester budget.~~

APPENDIX C
COURSE REIMBURSEMENT
ALL BARGAINING UNITS

The Milford School District encourages all Employees to further their education and improve their professional skills. To support this philosophy, the District will allocate funds to provide tuition reimbursement for courses which either relate directly to the Employee's job responsibilities or are required as part of an overall job-related degree program.

1. To receive course reimbursement, requests must be approved by the Director of Human Resources prior to the start of the course. A passing grade of a "B" or better must be obtained and the employee must complete the full contractual year of employment.
2. Each employee receiving a tuition or a reimbursement must execute and deliver to Human Resources an agreement in the District's form agreeing to repayment terms if certain conditions are not met.
3. Tuition reimbursement will be limited to the total local course reimbursement as negotiated bi-annually in this Negotiated Agreement.
 - a. Fiscal Year 2026: \$100,000 will be allocated to course reimbursement for all bargaining units
 - b. Fiscal Year 2027: \$100,000 will be allocated to course reimbursement for all bargaining units
4. Funding shall be divided into two equal parts.
 - a. Fifty percent (50%) of the course reimbursement allocation shall be made available for all eligible Employees who complete their courses and have verification of successful course completion submitted to the District prior to February 1.
 - i. In the event that the approved allocation is not sufficient to provide total reimbursement to all eligible Employees, the District shall pro-rate the funds so that each eligible Employee receives a share of the total district allocation equal to the individual Employee's reimbursable expenditure divided by the total reimbursable expenditure of all Employees in the District multiplied by the District allocation.

- b. The additional fifty percent (50%) of the course reimbursement allocation shall be made available for eligible Employees who complete their courses and have verification of successful course completion submitted to the District prior to June 1.
 - i. In the event that the approved allocation is not sufficient to provide total reimbursement to all eligible Employees, the District shall pro-rate the funds as stipulated above.
- 5. Any unused funding after February 1 will be added to the second part of the year's allocation to be used by June 1. Any unused funding after June 1 will be reverted to the District.
- 6. No reimbursement shall be in excess of the tuition charged a Delaware resident taking a course with an equal number of credit hours at the University of Delaware.

APPENDIX D
GRIEVANCE FORMS

MILFORD SCHOOL DISTRICT
Milford, Delaware 19963

FORMAL GRIEVANCE PRESENTATION

Level One: Administrator/Supervisor

Aggrieved Person (s) _____ School _____

Date of Informal Discussion _____

Name of Immediate Administrator /Supervisor

Statement of Grievance: (Include Section of Agreement or School Board Policy at Issue)

Action Requested:

Date

Signature of Aggrieved

Copies to:

MILFORD SCHOOL DISTRICT
Milford, Delaware 19963

FORMAL GRIEVANCE PRESENTATION

Level Two: Superintendent

Aggrieved Person (s) _____ School

Date of Level One presentation _____

Statement of Grievance: (Include Section of Agreement or School Board Policy at issue
and state reasons for non-acceptance of Level One decision.)

Action Requested:

Name of legal counsel if one is to be present

Date

Signature of Aggrieved

Copies to:

MILFORD SCHOOL DISTRICT
Milford, Delaware 19963

FORMAL GRIEVANCE PRESENTATION

Level Three: School Board

Aggrieved Person (s) _____ School

Date of Level One presentation _____

Date of Level Two presentation _____

Statement of Grievance: (Include Section of Agreement or School Board Policy at issue
and state reasons for non-acceptance of Level Two decision.)

Action Requested:

Name of legal counsel if one is to be present

Date

Signature of Aggrieved

Copies to:

APPENDIX E
BINDING ARBITRATION LEGISLATION
HOUSE OF REPRESENTATIVES
142nd GENERAL ASSEMBLY
HOUSE BILL NO. 1
AS AMENDED BY HOUSE AMENDMENT NOS. 1 & 2

AN ACT TO AMEND CHAPTER 40, TITLE 14 OF THE DELAWARE CODE RELATING TO THE PUBLIC SCHOOL EMPLOYMENT RELATIONS ACT, BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF DELAWARE:

Section 1. Amend §4013(c), Title 14 of the Delaware Code by striking subsection (c) in its entirety and substituting in lieu thereof the following:

- (c) For those terms and conditions that are negotiated pursuant to State law, the public school employer and the exclusive bargaining representative shall negotiate written grievance procedures ending in binding arbitration by means of which bargaining unit employees, through their collective bargaining representatives, may appeal the interpretation or application of any term or terms of an existing collective bargaining agreement. The written grievance procedures shall be included in any agreement entered into between the public school employer and the exclusive bargaining representative, and shall include:
 - (1) a provision to limit binding arbitration to claims that the terms of the collective bargaining agreement have been violated, misinterpreted, or misapplied;
 - (2) a provision to prohibit claims relating to the following matters from being processed through binding arbitration:
 - (i) dismissal or nonrenewal of employees covered by Chapter 14 of Title 14.
 - (ii) dismissal or nonrenewal of employees not covered by Chapter 14 of Title 14 unless the controlling collective bargaining agreement provides that such matters are subject to binding arbitration;
 - (iii) Delaware law;
 - (iv) rules and regulations of the Delaware Department of Education or State Board of Education;

- (v) the content of or conclusions reached in employee observations and evaluations unless the controlling collective bargaining agreement for employees not covered by Chapter 14 of Title 14 provides that such matters are subject to binding arbitration;
 - (vi) federal law;
 - (vii) rules and regulations of the United States Department of Education;
 - (viii) policies of the local school board; and
 - (ix) matters beyond the scope of the public school employer's authority;
- (3) a provision to select arbitrators by lottery from a panel of qualified arbitrators designated by the Public Employment Relations Board, In designating the panel, the Public Employment Relations Board shall prefer former judges who served on a Delaware constitutional court or on the United States District Court for the District of Delaware, and shall supplement the panel by adding qualified labor arbitrators;
 - (4) a provision to empower the Public Employment Relations Board to administer arbitrations pursuant to regulations adopted by the Public Employment Relations Board;
 - (5) a provision to require that disputes relating to whether a matter is arbitrable be ruled upon by the arbitrator prior to hearing the merits of the dispute, and, if the arbitrator determines that the dispute is arbitrable, a provision to require that the same arbitrator schedule a second hearing to hear the merits of the dispute;
 - (6) a provision to assess against the losing party the arbitrator's fees and expenses incurred in determining whether a dispute is arbitrable; and
 - (7) a provision to require that the arbitrator's fees and expenses incurred in deciding the merits of a dispute be evenly divided between the parties.

Section 2. This bill shall become effective upon ratification of a new or extension of an existing collective bargaining agreement, unless agreed otherwise by the parties to an existing collective bargaining agreement. However, a dispute may not be arbitrated

under the terms of such a new or extended collective bargaining agreement until the Public Employment Relations Board adopts implementing regulations. If a dispute subject to the provisions of this Act is submitted to arbitration and the Public Employment Relations Board has not adopted implementing regulations, the dispute must be held in abeyance until the implementing regulations are adopted and thereafter be submitted to arbitration.

Section 3. §4013(c)(3) and (4) of Title 14 shall not apply to the bargaining units currently representing secretarial employees in the Red Clay Consolidated School District and custodial employees in the Appoquinimink School District.

Section 4. §4013(c)(3) and (4) of Title 14 shall not apply to any bargaining units organized by an employee organization not certified as the exclusive bargaining representative of educational support personnel on the date of its enactment into law. 'Educational support personnel' shall for the purposes of this Section be defined as non-teacher employees.

2025 - 2027
Milford School District and Milford Education Association
Contract Ratification

Scott Fitzgerald, MSD Board President

Christina McConnell, MEA President

Bridget Chaves, Ed.D.,
MSD Superintendent

Timothy M. Bowman, MEA VP Custodial

Approved Date: _____



Preliminary School Tax Rate Information

Milford Board of Education
May 19, 2025

School Tax Rate

Four separate components

- **Current Expense**
- **Debt Service**
- **Match Tax**
- **Tuition Tax**



Current Expense

- **Provides revenue to cover operating costs, such as teaching materials, textbooks, technology, insurance, athletic and academic programs, and local salary expenditures, etc.**
- **No changes can occur to the approved rate unless passed through referendum**
- **Current funding structure requires districts to plan for and save to allow many years with no operational revenue increases**
- **State requires districts to keep a “reserve” to ensure local obligations including payroll can be met in the event of a fiscal downturn**



Debt Service

- **Provides revenue to pay principal and interest payment associated with bonds sold for major capital improvements, such as new construction, additions and renovations**
- **Set by referendum vote for capital projects**
- **Rate fluctuates annually depending on bond payment schedule**



Match Tax

- Set by the local board of education and does not require referendum approval
- Milford is currently only assessing the Minor Capital Improvement match tax to receive the state funding for building and grounds repairs and maintenance
- Other Match Taxes Allowable:
 - Extra Time
 - Technology
 - Reading Specialists
 - Math Specialists
 - Reading Interventionist
 - State Opportunity Grant



Tuition Tax

- **Provides revenue to pay the tuition costs of Milford School District students with special needs who require specialized services within the district or who must attend special schools within and outside of the State of Delaware**
- **Continue to implement strategies to stabilize Tuition Tax expenses**
- **Have expanded in-district program offerings**
- **Continue to maintain contingency to offset sharp increases in one fiscal year**



Fiscal Year 2026 Considerations

- **Growth in property assessments not related to reassessment**
 - Growth trend approximately 5 percent annually
- **Completion of Reassessment in Sussex County only**
- **Debt Service planning to stabilize tax rates**

Fiscal Year 2026 Considerations

Fiscal Year 2026 Revenue

- Del. Code, Title 14 §1916 (c)
 - Allows districts to calculate up to a 10 percent increase in revenue post-reassessment
 - Considers reassessment as a single point in time and allows the district to collect funds that would have been generated with natural assessed value growth/total district property value
 - Applies to Current Expense component only
- Last Current Expense rate set in 2015
- No Current Expense increase requested with Milford Middle School Project
- Recommendation to apply allowance to avoid losing revenue from natural district total property value growth
- Match, Tuition and Debt Service Tax rates are set based on need and Debt Service Schedule

Next Steps

- Final Calculations and Tax Warrants prepared for each County
- Presented to Milford Board of Education for Approval July 7, 2025

May 19, 2025

Contract Vendor	Change Order Number	Description	Change Order Amount
North East Contractors Inc	B11-14	Add reveal in div walls	\$ 9,167.25
Master Interiors, Inc	B12-02	Professional Development Professional Development Ceilings	\$ 6,407.00
Zack Excavating, Inc.	B2-02	Curb and sidewalk changes over city change in thickness	\$ 12,808.00
Zack Excavating, Inc.	B2-03	Demolition and removal of existing sidewalk and tree traverse	\$ 4,000.00
James Painting	B14-05	Lead removal	\$ 42,761.66
Pennstate Horticultural	B20-04	Trimmy Tree and Shrub Removal Rootkives Install	\$ 5,112.56
Continental Electrical Services	B19-20	Install lumens and/or recessed lights	\$ 39,681.00
Adaptivity	B19-26-1-2	Wash Mobile School Access Control Sys.	\$ 10,000.00
TOTAL CHGT ADJUSTMENT			\$ 126,938.48

Policy 6111 Update



Charting the Course to Excellence

May 19, 2025



Core Belief

We Believe the foundation of excellence is rooted in an academically rigorous curriculum, supportive instruction, and high expectations for each learner.

Policy 6111

Curriculum Development Policy



Guiding Principles:

- Conduct a review at least every five (5) years
- Ensure that all curriculum and instructional resources are standards-aligned, responsive, and meet the needs of all learners
- Include representation and involvement of all teachers in the program development and may include parents, students and other community groups
- Consider applicable state and federal laws and instructional standards
- Professional learning on state standards and analysis of student assessment data
- Instruction that is developmentally appropriate, student-centered and research-based
- Integration of technology resources as appropriate

Policy 6111

Curriculum Development Policy



Identifying and Assessing Needs

- A curricular committee will conduct the process
- The strengths and weaknesses of the current program will be evaluated. This will include consideration of student data results.
- The administration will define direction and parameters for the committee

Policy 6111

Curriculum Development Policy



Establishing Criteria

- Research, and professional literature, legislative code/regulations, state standards/assessment, district assessments, and instructional technology will be the key foundational pieces for the curricular review
- Reporting student progress, promotion, and graduation issues will be a part of the curriculum development process
- The committee will create a staff development plan for: a) the committee; b) the pilot teachers; c) all staff
- The instructional approach must be student-centered and activity-based.
- The curriculum and resources being developed must articulate with other grade levels and subject areas, as appropriate.

Policy 6111

Curriculum Development Policy



Piloting and Initial Implementation

- When a pilot is necessary, it must be developed, implemented, and evaluated including opportunities for teachers, families and students to observe and understand the new approaches
- Professional development will be provided to the pilot teachers, as needed
- As part of the full implementation process, the administration and committee conduct professional development for all involved staff
- All teachers are required to teach the adopted program and to participate fully in the staff development
- The administration and committee will meet and confer periodically to check progress, share experiences and outcomes, address questions and concerns, and make changes as needed based on student assessment data

Policy 8204 Update



Charting the Course to Excellence

May 19, 2025



Core Belief

We Believe the district's partnerships with families and the community are integral to the success of our students and the community at large.

[Milford School District Strategic Plan: Charting the Course to Excellence](#)

Policy 8204

Student Representative to the Board of Education



- The Board of Education considers it helpful to receive direct input from students, therefore a MHS Student Representative may attend regular School Board meetings.
- The Student Representative's honorary involvement at School Board meetings is a privilege and serves as a liaison between the school board and the MSD student body.
- The role of Student Representative may be shared between two students who alternate attendance at scheduled board of education meetings.
- Interested students must complete an application to serve as the Student Representative and meet the nomination criteria.
- Upon selection, an orientation to the role of Student Representative will be provided by the Superintendent, their designee, and/or an officer of the Board

MILFORD SCHOOL DISTRICT
Milford, Delaware 19963

POLICY

4302 (c)

LOCAL SALARY SUPPLEMENT: TECHNOLOGY SPECIALISTS

EXPER	Education Technology Specialist	Systems Operations Specialist
0	17,064	23,037
1	17,178	23,190
2	17,294	23,346
3	17,410	23,503
4	17,528	23,663
5	17,641	23,815
6	17,758	23,973
7	17,875	24,131
8	17,989	24,286
9	18,106	24,443
10	18,221	24,598
11	18,338	24,756
12	18,460	24,921
13	18,573	25,074
14	18,687	25,228
15	18,807	25,390
16	18,807	25,390
17	18,807	25,390
18	18,807	25,390
19	18,807	25,390
20	19,001	25,651
21	19,001	25,651
22	19,001	25,651
23	19,001	25,651
24	19,001	25,651
25	19,299	26,054

Salary supplement for additional network training:

Tech Spec – A+	2000
Tech Spec – CNA	2000
Tech Spec – Network+	2000
Bachelor's Degree	2000

Other certifications may be substituted with the written approval of the superintendent.

ADOPTED: 7/1/00; 11/24/03; 5/24/04; 5/23/05; 5/21/07; 6/30/08

REVISED: 3/22/10; 6/20/11; 9/24/12; 07/08/13, 10/19/15, 7/1/16, 7/1/18; 10/18/21; 3/21/22;
7/1/23; 7/1/24; 7/1/25

Milford

SCHOOL DISTRICT

HOME *of the* BUCCANEERS



Milford School District Code of Conduct

2025-2026



Milford School District

906 Lakeview Avenue
Milford, Delaware
302-422-1600

This document is not all inclusive, nor does it restrict the Milford School District, the Superintendent and/or Board of Education's authority to take actions that are appropriate to maintain a safe and orderly educational environment.

REVISED: 5/24/99; 9/27/99; 5/22/00; 5/21/01; 6/24/02; 6/23/03; 6/24/04; 5/23/05; 6/26/06;
10/23/06; 1/29/07; 4/23/07; 7/9/07; 12/17/07; 05/19/08; 6/29/09; 4/26/10; 5/17/10; 8/23/10;
10/25/10; 2/28/11; 7/11/11; 1/23/12; 5/20/13; 4/29/14; 6/5/17; 8/1/22; 7/31/23; 5/20/24

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Chapter One: Introduction and Expectations

INTRODUCTION:

The Milford School District strives to provide a safe, drug-free, positive school climate that allows students to succeed. Schools must be free from disruptions that interfere with teaching and learning activities. Students, Parent(s)/Guardian(s), and school staff must assume a responsible role in creating a relationship as partners in the educational process of the students. By working together, a positive school environment that encourages the academic, social, and emotional development of all students can be achieved. With this in mind, the Milford School District Board of Education has developed this policy statement:

- Students in the Milford School District shall respect constituted authority.
- Citizenship in a democracy requires respect for the rights of others. Student conduct shall reflect consideration for the rights and privileges of others. Cooperation with all members of the school community is expected.
- High personal standards of appearance, clothing, courtesy, decency, morality, clean language, honesty, and wholesome relationships with others shall be maintained. Respect for real and personal property, pride in one's work and achievement within one's ability shall be expected of all.
- Students, Parent(s)/Guardian(s), and Staff are expected to become familiar with the entire contents of this document.

WHAT IS THE STUDENT CODE OF CONDUCT?

The Student Code of Conduct is an official declaration of the Milford School District Board of Education which:

- Specifies the responsibilities and rights of students
- Defines conduct that is expected to maintain a positive and safe learning environment
- Provides standardized procedures for disciplinary action
- Defines appeal procedures
- Incorporates excerpts from State and Federal laws and regulations

WHEN IS THE CODE OF CONDUCT APPLICABLE?

THE CODE OF CONDUCT APPLIES:

- On school property prior to, during, and following regular school hours when school is closed.
- On a school bus or at a designated school bus stop for any purpose.
- At all Milford School District sponsored events and other activities at which school administrators or staff have jurisdiction over students.

- Off school property resulting in criminal charges.

The Discipline Code of Conduct shall apply to out-of-school conduct by a student if the District believes that the nature of such conduct demonstrates that the student presents a threat to the health, safety, or welfare of other students and staff. Out-of-school conduct rising to this level of severity may result in an alternative placement or expulsion recommendation of up to/including 180 school days and shall include but is **not limited** to:

- Acts of violence, which are punishable by law
- Sexual offenses, which are punishable by law
- The sale, transfer, or possession of drugs and drug paraphernalia, which would constitute an offense punishable by law
- Felony charges

STUDENTS WITH DISABILITIES:

An IEP team or Section 504 team meeting shall be conducted for students with a disability if disciplinary removal from school for more than ten (10) days, alternative placement, or expulsion is recommended. Ten (10) days can be consecutive or cumulative. The student's disability must be identified, as defined by Federal and State laws and regulations.

DELAWARE INTERSCHOLASTIC ATHLETIC ASSOCIATION REQUIREMENTS:

A student may not participate in a practice, scrimmage, or contest during the time of a suspension, either in school or out of school, is in effect or during the time the student is assigned to an alternative school for disciplinary reasons.

UNSAFE SCHOOL STUDENT TRANSFER OPTION:

The Milford School District complies with the Delaware Department of Education Regulation 608, Unsafe School Choice Option Policy. This policy provides transfer options to students enrolled in a district that has been identified as "persistently dangerous" pursuant to the provisions outlined in 14 Delaware Code, Section 122(b)(2) (14 Del.C. § 122(b)(2)) 14 DE Admin. Code 608.

SCHOOL ADMINISTRATION & IN LOCO PARENTIS RIGHTS:

The term *in loco parentis*, Latin for "in the place of a parent" refers to the legal responsibility of a person or organization to take on some of the functions and responsibilities of a parent. Originally derived from British common law, it allows institutions such as colleges and schools to act in the best interests of the students as they see fit, allowing what would otherwise be considered violations of the students' civil liberties.

[Delaware Code, Title 14 \(Education\), Chapter 7 \(Lawful Authority of Teachers Over Pupils\), § 701 \(b\)](#) states: *While a student is entrusted in their care or supervision, public school teachers and administrators have the same authority to control the behavior of the student and to discipline or punish the student as a parent, custodian, guardian or other person similarly responsible for the care and supervision of the student except as provided in § 702 of this title. The authority includes removing a student from a classroom or school-sponsored activity.*

CODE OF CONDUCT REVIEW:

The Milford School District Code of Conduct is an official policy of the Milford School District Board of Education. The Board of Education expects that this Code will be subject to ongoing review and revision in response to: administrative, staff, student, and parent suggestions; legal interpretation; and annual review.

EXPECTATIONS:

The Code of Conduct serves as a reminder that our collective success is contingent upon the active engagement and collaboration of all stakeholders. We encourage students to embrace their roles as responsible learners and citizens of your school community. We invite parents to be active partners in your student's educational journey, supporting their growth, communicating openly with our staff, and reinforcing the portrait of a buccaneer. School personnel will foster an environment that nurtures academic and personal growth. By working together and adhering to the below expectations, our schools will be safe, secure, equitable, and inclusive learning environments where all students can succeed.

EXPECTATIONS OF STUDENTS:

- Conduct themselves in an orderly, safe, and responsible manner, while being responsible for their own work and behavior
- Attend all classes daily and on time
- Be prepared for class assignments and activities with appropriate working materials
- Respect all persons and property
- Refrain from abusive language, or inflammatory or demeaning actions
- Abide by the rules and regulations set forth by the Milford School District
- Accept, understand, and respect diversity and differences among fellow students and staff
- Express feelings and needs in constructive, socially appropriate ways
- Seek changes and resolve differences in an orderly, peaceful, and approved manner

EXPECTATIONS OF PARENTS/GUARDIANS:

- Recognize that the education of their child (ren) is a joint responsibility between the parents and the school community, and collaborate with the District to optimize their child's educational opportunities.
- Send their children to school to participate and learn.
- Ensure their children attend school regularly and arrive on time. Know school rules and help their children understand them so that their children can help create a safe supportive school environment.
- Keep in contact with the school concerning their child's progress and conduct
- Maintain up-to-date home, cellular, work, and emergency contacts at the school
- Ensure that their child maintains daily attendance and promptly report and explain an absence or tardiness to the school
- Provide their child with resources needed to complete classwork and homework
- Refrain from abusive language, or inflammatory or demeaning actions
- Bring to the attention of the school authorities any changes in the home situation or any conditions may affect their child's conduct or performance
- Discuss report cards and work assignments with their child
- Seek changes and resolve differences in an orderly, peaceful, and approved manner

EXPECTATIONS OF SCHOOL STAFF:

- Strengthen students' self-concept and promote confidence to learn by maintaining a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, physical characteristics, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender identity/expression or sex.
- Know school policies and rules and enforce them in a fair and consistent manner.
- Communicate to students and families: course objectives and requirements, marking/grading procedures, assignment deadlines.
- Set expectations for students' classroom behavior and discipline.

- Maintain confidentiality in accordance with federal and state law.
- Communicate regularly with students, families, and other teachers concerning growth and achievement.
- Address/report issues of harassment/bullying or any situation that threatens the emotional or physical health or safety of any student, school employee, or any person who is on school property, or at a school function.

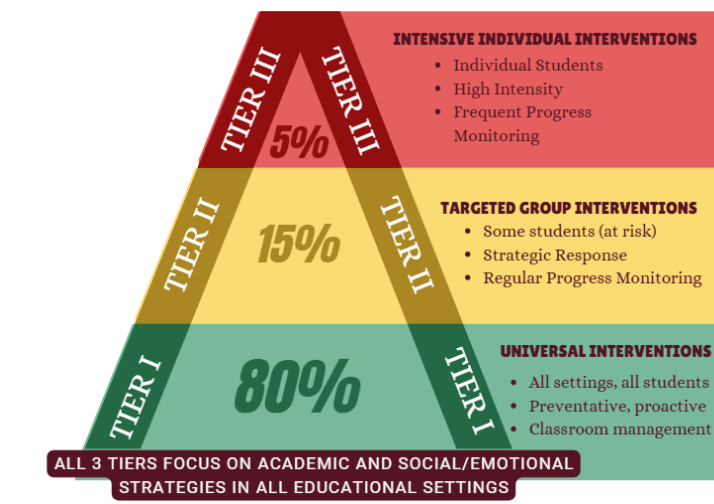
MULTI-TIERED SYSTEMS OF SUPPORT IN THE MILFORD SCHOOL DISTRICT

School Culture and climate have a profound impact on students' academic progress and their relationships with peers and adults. Each school is expected to promote a positive school culture that provides students with a supportive environment in which to grow, both socially and academically. This is done by connecting students to school through opportunities to participate in a wide range of pro-social activities and to bond with caring supportive adults. These pro-social opportunities are coupled with a framework of prevention and intervention called MTSS. MTSS is required by state regulations in Delaware. MTSS provides students with experiences, strategies, life skills, and support they need to thrive in the Milford School District.

MTSS AND DISCIPLINE:

MTSS (Multi-Tiered Systems of Support) is the Milford School District's framework for supporting the success of the whole child. It provides proactive and responsive support and intervention with the mindset that improvement is always possible and mistakes are learning opportunities. MTSS should be utilized in conjunction with the discipline system of the Milford School District. Students may be referred for additional or intensified behavioral or social-emotional support through the MTSS process at any level as a consequence of behaviors outlined in the Code of Conduct. The ultimate goal of both MTSS and the Code of Conduct is to recognize areas for student growth and teach the behaviors and skills necessary to live a full life as a caring, creative, resilient adult.

MTSS TIERS IN MSD:



All students are provided with proactive, universal (Tier 1) opportunities that support age appropriate development of core social-emotional competencies (self-management, responsible decision making, relationship skills, social awareness, and self-awareness).

Strategically targeted (Tier 2) support is provided when students begin to show emerging difficulties in any of the core competencies.

Responsive, intensified support (Tier 3) is provided when students exhibit behaviors that strongly interfere with their learning.

PROGRESSIVE DISCIPLINE IN MSD:

Understanding discipline as a teachable moment is fundamental for a positive approach to discipline. Progressive discipline, to be employed where appropriate, uses incremental interventions to address inappropriate behavior with the ultimate goal of teaching prosocial behavior. Progressive discipline does not seek punishment. Instead, progressive discipline seeks concurrent accountability and behavioral change.

The goal of progressive discipline is the prevention of a recurrence of undesirable behavior by helping students learn from their mistakes. Essential to the implementation of progressive discipline is helping students who have engaged in unacceptable behavior to:

- Understand why the behavior is unacceptable and the harm it has caused;
- Understand what they could have done differently in the same situation;
- Take responsibility for their actions;
- Be given the opportunity to learn prosocial strategies/skills to use in the future;
- Understand the progression of more stringent consequences if the behavior reoccurs

Chapter Two: Student Conduct on the Bus

Student safety is a top priority for the Milford School District. School bus drivers are considered school officials. Students are expected to follow the rules outlined in this Code of Conduct when riding District transportation. Activities for which a student may be on a bus include, but are not limited to, riding their assigned bus to and from school, activity buses, athletic buses, field trips, etc.

The bus and bus stops are an extension of the school, therefore, the Code of Conduct is enforceable on the bus and at bus stops. Students who do not follow safe procedures on the bus, or at the bus stop, will be subject to disciplinary action including suspension or denial of bus privileges as outlined in this Code of Conduct.

School Bus Drivers should take steps to organize and promote a safe school bus environment. Drivers and Principal/District Designee shall implement this policy in the manner specified. The implementation of this policy is in compliance with Delaware State 14 DE Reg.1150 which requires the school district to assume primary responsibility for student conduct.

Each school will be responsible for presenting the following Bus Safety Rules to all students in the District (including walkers). The purpose of these presentations are to ensure students are aware of the bus safety rules, safe procedures while entering and exiting the school bus, and safe street crossing techniques, etc.

THE BUS SAFETY RULES INCLUDE:

- Follow all directions from the Bus Driver/Bus Aid
- Stay seated (bottom to bottom, back to back, book bag on your lap, facing forward)
- No eating or drinking

- Keep your hands and your feet to yourself and out of the aisle
- All body parts belong inside the bus (hands, head, hair, feet, etc.)
- Talk quietly (no shouting, screaming, loud noises, etc.)
- Do not throw or toss objects inside or out of the bus
- Keep your belongings inside your book bag
- Do not touch emergency equipment (back and side door, roof hatches, first aid and body fluid kits, etc.)

In addition to Bus Safety Rules, the following regulations will assist with safety, prompt arrivals and departures of buses, and promote a positive atmosphere on the school bus:

- Students must ride their assigned bus to and from their assigned stop. Switching buses without administrative permission is strictly prohibited.
- Students should be present and visible at their assigned stop ten (10) minutes before the assigned bus stop time. A bus will not be dispatched to pick up students who were not present on time.
- Students are not to leave the bus without the driver's permission, except on arrival at their regular bus stop or at school.
- Students should help keep the bus clean, sanitary, and orderly. Students will be held liable for damaging bus equipment and/or seats.
- The bus windows should not be opened without permission from the Bus Driver.
- Students are prohibited to use any tobacco, drugs or drug-like substances while on the bus. Students are required to follow Appendices F & G (Drug and Alcohol Policy and Tobacco and Vaping Policy) while utilizing District transportation.
- Students are not to use abusive language, profanity, obscene gestures, or spit on the bus.
- Students may not bring live animals (unless service animal outlined in 504 or IEP), balloons, glass containers, or skateboards on the bus.
- Athletic equipment, band instruments, or other school materials brought on the bus must fit between the student's legs and not be placed on the seat or in the aisle. This equipment is not to be used or played with while on the bus. If equipment has sharp edges or hooks it should be bagged properly in order to avoid potential injury to students or damage to the bus.
- Students are to enter the bus, immediately take their seats, and remain seated until the bus comes to a complete stop.
- Students are to conduct themselves in a manner that will not distract the driver. Distracting the driver puts everyone at risk.

****VIOLATION OF THESE REGULATIONS MAY RESULT IN DISCIPLINARY ACTIONS. ****

SAFETY PROCEDURES FOR BOARDING AND EXITING THE BUS:

- Students should never stand or play in the street while waiting for the bus.
- If crossing a street to board the bus, students must look both right and left for cars, wait for the driver's signal to cross, and make sure the red lights are flashing.
- Always cross the street in front of the bus.
- Before boarding and exiting the bus, students must keep a safe distance from the bus.
- Students should enter and exit the bus without crowding or pushing.
- Do not stand in the danger zones of a school bus (minimum of ten (10) feet all around the bus).

BUS DISCIPLINE REFERRAL PROCESS:

THE FOLLOWING STEPS SHOULD BE IMPLEMENTED WHEN CARRYING OUT BUS DISCIPLINE:

- For any suspension from the bus, the Principal/District Designee must contact the Parent/Guardian prior to the suspension. If there is a loss of bus privilege, it will start no later than two (2) days after the school has notified the parents.
- An administrator or bus contractor can enact or prolong a bus suspension if the student presents a threat to the health, safety, or welfare of other students and staff provided that parent contact has been made prior to the suspension.
- Infractions are cumulative regardless of offense type.
- If a student commits a series of related offenses on a bus trip, the offense with the highest penalty is to be chosen for action.
- After each five (5) day suspension there will be a mandatory meeting between the Parent/Guardian and district personnel to discuss next steps and expectations for student conduct. Alternate measures/restricted privileges may be incurred.

Parent/Guardian Contact: Drivers and/or contractors are to make a reasonable attempt to contact parent/guardian prior to writing a bus referral. This effort should be documented on the referral form when necessary. A Principal/District Designee must notify the Parent/Guardian of any suspension or denial of riding privileges.

Contractor/Driver Meeting Request: Contractors and/or drivers may request a meeting with administration and parents of children in grades Pre-K-12 prior to writing a bus referral.

Bus Discipline Matrix: Consequences for bus violations of this Code of Conduct are listed in the following matrix. An Administrator may identify codes in this document not listed on this matrix. An Administrator may also utilize additional consequences as outlined in the Student Code of Conduct that are not listed in this matrix.

- A student with 6 or more referrals will be sent to the school discipline team.
- K-1 students will receive an extra FYI for bus code of conduct violations.

Code of Conduct Violation	First Offense	Second Offense	Third Offense	Fourth Offense	Subsequent
Abusive Language	DPC/FYI	OR	OR-S1	OR-S3	OR-S5
Careless/Reckless Behavior	DPC/FYI	OR	OR-S1	OR-S3	OR-S5
Defiance of Authority	DPC/FYI	OR	OR-S3	OR-S5	
Destruction of Bus Property	OR-S5 Reimbursement of property				
Fighting	OR-S3	OR-S5/Refer to School			
Inappropriate Behavior	DPC/FYI	OR	OR-S1	OR-S3	OR-S5
Safety Violation	OR-S3	OR-S5	OR-S5		
Tobacco/Vaping Use	OR-S3	OR-S5			

Code of Conduct Consequence Key:	
Consequence Abbreviation:	Meaning:
DPC	Driver makes Parent/Guardian contact (Using District Behavior Contact Form/Phone)
OR	Office Referral - transportation makes contact with parent/guardian by phone.
OR-S1	Office Referral - Up to 1 day bus suspension
OR-S3	Office Referral - Up to 3 days bus suspension
OR-S5	Office Referral - Up to 5 days bus suspension

Chapter Three: Students Rights and Responsibilities

SEARCH AND SEIZURE:

Students shall be free from unreasonable search and seizure of property as guaranteed by the Fourth Amendment to the U.S. Constitution. This individual right is balanced by the school's responsibility to protect the health, safety, and welfare of others. School officials have a right under the law to search students or their property whenever there is reasonable suspicion that the students have something that violates school rules or endangers the health, safety, or welfare of others. Students may be searched to maintain the ongoing educational process, to maintain order, and/or to protect people and property. Searches may include the student and his/her locker, desk, automobile, MSD owned computing resources including all data stored on the MSD network, personal belongings, book bags, purses, or any bags or containers used to carry personal property.

Student motor vehicle use to school and in the school environment is a privilege extended by the School District to students in exchange for their cooperation in the maintenance of a safe school atmosphere. Reasonable suspicion of a student's use, possession, or distribution of alcohol, a drug, a drug-like substance, a drug look-alike substance, or drug paraphernalia, or weapon may result in the student being asked to open an automobile in the school environment to permit school authorities to look for such items. Failure to open any part of the motor vehicle, at the request of school authorities, may result in the police being called to conduct a search, and will result in loss of the privilege to bring the vehicle on campus.

Additionally, in an effort to maintain a safe school environment, any and all Law Enforcement entities in our jurisdiction and Milford School District Administration will periodically conduct safety scans inside of Milford School District buildings. These scans will involve the use of trained K9 officers.

RIGHTS AND RESPONSIBILITIES OF POSSESSIONS:

Students have the right: To privacy in their personal possessions unless the administrator/designee/staff member has reasonable suspicion of a student's use, possession or distribution of alcohol, a drug, a drug-like substance, a look-alike substance, drug paraphernalia or of a student's unauthorized possession of items which include but are not limited to: electronic device, weapon, stolen property, unsafe item, or dangerous

instruments in the School Environment.

Students have the responsibility: Not to carry, conceal, or possess any materials which are illegal, disruptive, dangerous, or offensive to others. Cell phones and other electronic devices must have the power turned off and be out of sight during the school day from the time the student arrives on school grounds until the end of the school day and on the bus. Cell phone use during the school day within the school building, school grounds and/or school buses is prohibited. The District is not responsible for cell phones or electronic devices which may be lost or stolen.

LOCKERS:

The District presumes a student possesses, and is responsible for, all items found in the student's locker. Students should regularly check the contents of lockers. If students fail to lock lockers, or provide others access to personal lockers, students remain responsible for items found in personal lockers. Student lockers are the property of the school and may be subject to search by an administrator at any time with or without reasonable suspicion to protect the health, safety, and welfare of others.

BOOKBAG/PURSE:

The District presumes a student possesses, and is therefore responsible for, all items found in the student's bookbag, purse, or similar bag or container used to carry books or personal property (referred to as "bookbag"). Students should regularly check the contents of their bookbags. If a student fails to secure his/her bookbag, or provide others access to his/her bookbag, the student remains responsible for items found in his/her bookbag.

MOTOR VEHICLES:

The District presumes a student possesses, and is therefore responsible for, all items in the student's motor vehicle. This presumption applies to any motor vehicle driven to school without regard to who owns or rides in the motor vehicle. Before bringing a motor vehicle to school, or a school activity, students should carefully inspect the motor vehicle. If a student fails to lock his/her motor vehicle, or permits others access to his/her motor vehicle, the student remains responsible for items found in his/her motor vehicle.

STUDENT DEBT RESPONSIBILITIES:

Students are responsible to pay debts incurred during school. Refusal to pay for lost, damaged, stolen school property or services rendered by a school program such as, but not limited to, field trip fees, food, transportation, or other services related to classes, student activities, and athletics may result in loss of participation in school sponsored functions. Students may petition to the school administrator/designee to set up a payment plan or other compensation plan. Students who have a debt with the school will be barred from attending school activities including field trips, Homecoming, Prom, and Commencement Ceremonies.

STUDENT MOTOR VEHICLE RESPONSIBILITIES:

Driving to school is a privilege granted by the school administration. The District presumes a student possesses, and is therefore responsible for, all items in the student's motor vehicle or other conveyance. This presumption applies to any vehicle a student drives to school without regard to who owns the vehicle. Before a student brings a vehicle to school, or a school activity, he/she should carefully inspect the vehicle. If the vehicle is left unlocked or others are allowed to access your vehicle, the student who drove the vehicle to school remains responsible for items found in the vehicle. Students should follow the rules for driving/parking cars on school grounds as follows:

1. Register all vehicles with the office.
2. Park in designated spots only.
3. Obey the 15 M.P.H. speed limit.

4. Operate the vehicle in a safe manner.
5. Upon arrival at school, students shall go directly into the building.
6. Once on school grounds, students are not to drive off the property without administrative approval.
7. Administrative approval is required for students to be in the parking lot area when school is in session.
8. This is an unauthorized area for students during the school day.
9. No smoking on school grounds.
10. Students shall be on time for school.
11. Students must properly park in the designated student parking spaces.
12. Only junior/senior students who are legally permitted to drive without supervision may purchase registration to legally park/drive on school grounds. Students who disobey these rules may have their school driving/parking privileges suspended/revoked. Students who have unregistered vehicles, suspended/revoked driving privileges, or who park in unauthorized or other assigned spaces will be given disciplinary action in accordance with the Student Code of Conduct, and/or have their vehicle towed at the owner's expense. All illegal conduct in a vehicle will be reported to law enforcement.

PERSONAL BELONGINGS RESPONSIBILITIES:

SKATEBOARDS/ROLLERBLADES/WHEELED SHOES:

Students are not permitted to bring or use skateboards, rollerblades, or wheeled shoes on school property.

ELECTRONIC DEVICES AND CELL PHONES:

Milford School District discourages students from bringing cell phones and other communication devices to school. Such devices include but are not limited to: cell phones, tablets, lasers, cameras, electronic games, etc. Students are prohibited from using cell phones and other electronic communication devices during the school day without permission from a school official. All devices must be turned off and kept out of sight during the entire school day when it is absolutely necessary to bring the device to school. Violators will receive disciplinary action in accordance with the Student Code of Conduct.

Chapter Four: Disciplinary Procedures for Violations of Student Code of Conduct

STUDENT DUE PROCESS RIGHTS:

Pursuant to Del. C. 14 § 600 – 616, All students must be informed of the violation(s) and the range of disciplinary actions that can accompany the violation(s). The Code of Conduct is available to all students and families on the Milford School District website (print versions are available upon request) and disseminated and explained to students on a yearly basis. Each student involved in a situation which may result in a disciplinary action must be given the following due process by the administrator or designee:

- Informed of the allegation(s) against them, the conduct which forms the basis of the allegation(s), and explained the policy, rule, or regulation violated.
- Given an explanation of the evidence supporting the allegation(s) and an opportunity to present their side of the story, including any evidence, witnesses, or questions.
- Parents are to be informed of incidents as soon as possible either by phone, verbally, or in writing. Reasonable efforts shall be made to include the allegedly offending student or Parent/Guardian in an investigation.

Students and their Parent/Guardian, as their representative, are afforded the right to appeal assigned

discipline. A student appeal procedure is a mechanism by which a student may seek to remedy the situation where they feel they were not afforded due process, an incorrect consequence per the Code of Conduct was given, there is insufficient evidence for the charge, and/or the incorrect charge was used. An appeal can be filed if a student has not been able to obtain a resolution in a less formal manner.

DUE PROCESS DELAY PROVISION:

A student whose presence in the school environment poses a threat to the health, safety, or welfare to persons or property within the school environment, as determined by the Principal, may be immediately removed from the school provided that, as soon as practicable thereafter, the due process procedures are followed.

APPEAL PROCESS:

Pursuant to Del. C. 14 § 600 – 616, disciplinary action may only be appealed to the next administrative level for failure of the school administration to follow any of the following reasons:

- Inappropriate due process
- Incorrect consequence per the Code of Conduct
- Incorrect charge or charge not supported by substantial evidence

Upon initiation of the appeal process, penalties shall not be implemented until the student ceases or exhausts their appeal. This “stay-put” provision **does not apply** in the following cases:

- If the student is being suspended as a first step in the Alternative Placement process
- If the student has been charged with a criminal offense for an act committed outside of school
- If the Principal determines the act allegedly committed by the student is a threat to the health, safety, or welfare of the staff or other students in the building

APPEAL STEPS:

- If after an administrator or their designee meets with the student and/or parent/guardian during a conference (either in-person, virtual, phone call, or email correspondence) to discuss a Code of Conduct violation(s) and the disciplinary consequence; a student and/or Parent/Guardian who would like to appeal to the next level administrator, the student or Parent/Guardian must express their intent to appeal within 24 hours of the initial disciplinary action conference.
- The student and/or Parent/Guardian must put the reason for the appeal in writing within three (3) business days following the disciplinary outcome/action being appealed. The written request must identify what decision is being appealed and why to the appropriate level of administration. *If a student is appealing the building Principal's disciplinary action or appeal decision it must go to the District level and start with the School Climate and Safety Supervisor.*
- Within three (3) business days of the written submission, the appeal will be decided upon by the next level administrator and addressed with the student and/or Parent/guardian during a conference (either in-person, virtual, phone call, or email correspondence). A written determination shall be issued by the next level administrator who investigated the appeal within three (3) business days of receipt of the appeal and conference.
- A student/Parent/Guardian wishing to appeal the School's written determination must file a written appeal of that determination with the Supervisor of School Climate and Safety no later than three (3) business days from the date of receipt of the Principal's written determination.
- The Supervisor of School Climate and Safety (or designee) shall schedule a conference (either in person, virtual, phone call, or email correspondence) to hear the appeal no later than five (5) business days

following receipt of the notice of appeal and shall issue a written determination, in writing, no later than five (5) business days following the appeal conference.

- A student/Parent/Guardian wishing to appeal the Supervisor of School Climate and Safety's written determination must file a written appeal of that determination with the Superintendent's Office no later than three (3) business days from the date of receipt of the Supervisor of School Climate and Safety's written determination. The Superintendent or their designee will review the Supervisor of School Climate and Safety's written determination and evidence and make a written decision within three (3) business days.
- The determination of the Superintendent's Office shall be the final decision of the school system. A copy of the Superintendent's Office final determination shall be sent to all involved parties no later than five (5) business days following the date of the Superintendent's written decision.

SEVERITY CLAUSE:

The student Code of Conduct is not all-inclusive, and a student committing an act of misconduct not listed as a violation may be subject to disciplinary action at the authority of Superintendent or designee. Any behavior that necessitates a more severe disciplinary action shall be subject to the discretionary authority of the Superintendent or their designee.

STATE OF DELAWARE BULLYING OMBUDSPERSON:

An ombudsman is made available by the state of Delaware to act as a facilitator in resolving grievances and disputes. The Delaware Department of Justice Bully Prevention and School Crime Contact (Ombudsperson) Anonymous Tip Line is: 1-800-220-5414.

REPORTING SCHOOL CRIME:

Delaware Code requires mandatory reporting of the offenses listed in [14 Del.C. §4112](#). Each school district employee has a duty to report school crimes and may incur a penalty for failure to report. Milford School District maintains a Memorandum of Agreement (MOA) with the Milford Police Department which is approved by the Department of Education. Superintendent or his/her designee shall report to the Department of Education all school crimes pursuant to [14 Del.C. §4112](#) and any incidents of misconduct pursuant to 14 Del.C. §601. Such reports shall be made on forms as designated by DOE and filed with DOE within the time prescribed by the statute.

ALTERNATIVE PLACEMENT:

Please see Board Policy 5404.1 Alternative Placement Process for more information on the Alternative Placement Process and Expulsion procedures.

LEGAL DEFINITIONS MAY BE FOUND AT THE FOLLOWING LINK:

<http://regulations.delaware.gov/AdminCode/title14/index.shtml#TopOfPage>

A complete listing of all the Department of Education Discipline Codes at pertaining to Education can be viewed at the following link: <https://regulations.delaware.gov/AdminCode/title14/600/614.pdf>

Chapter Five: Code of Conduct Violations

S Codes: School Based Violations

Parent/Guardian notification shall be completed per DE regulation 616 at every level for all offenses. Prior to writing a referral, check the Individual Education Plan (IEP) for behavior goals.

Interventions and consequences listed below shall be used progressively and not in sequential order.

Administrators have the authority to choose one or more resolutions from the list of available interventions and consequences below for each infraction depending on the circumstances of the code of conduct violation. Administrators reserve the right to adjust the response level for any behavior. The definitions are intended for clarity and not intended to be fully comprehensive of every situation or behavior. It is our goal that all situations are handled as quickly as possible.

Academic Dishonesty S1002

Fraudulent deception in preparing or presenting course work or class assignments as a student's own work when it is not. This includes, but is not limited to: (1) copying another student's work, (2) unauthorized use of notes or sharing answers during a test, (3) presenting another person's work as one's own, (4) presenting quotations, words or ideas without proper references or credit (plagiarism), and (5) unauthorized use of AI for completion of student assignments.

K-1 Interventions

Offense 1-2 - Teacher conference

Offense 3+ Teacher conference, Educational modules, Counseling referral

K-1 Consequences

Offense 1 - Warning, Redo assignment

Offense 2+ Time out, Privilege restriction, Redo assignment

2-4 Interventions

Offense 1-2 – Teacher conference

Offense 3+– Teacher conference, Educational modules, Counseling referral

2-4 Consequences

Offense 1 - Warning, Time out, Redo assignment

Offense 2+ - Time out, Privilege restriction, Redo assignment

5-6 Interventions

Offense 1-2 – Teacher conference

Offense 3+– Teacher conference, Educational modules, Counseling referral

5-6 Consequences

Offense 1 - Warning, Time out, Redo assignment

Offense 2+ - Time out, Privilege restriction, Redo assignment

7-8 Interventions

Offense 1 – Reflection, Opportunity to redo assignment for reduced grade

Offense 2 – Educational module, Reflection, Opportunity to redo assignment for reduced grade

Offense 3 – Counseling referral, Teacher P/G conference

Offense 4 – PBIP meeting

7-8 Consequences

Offense 1 – Warning, Classroom intervention, Time out, Detention, Cell phone pouch

Offense 2 - Classroom intervention, Time out, 1-2 Detentions, 1 Day ISS, privilege restriction, Cell phone pouch

Offense 3 - 1-3 detentions, Time out, 1-2 Days ISS, Cell phone pouch

Offense 4 - 1- 3 Days ISS, 1-2 days OSS, Mandatory PBIP meeting, Cell phone pouch

Offense 5+ - 3-5 Days ISS, 3-5 Days OSS, Mandatory PBIP meeting, Cell phone pouch

9-12 Interventions

9-12 Consequences

Offense 1 – Reflection, Opportunity to redo assignment with reduced grade Offense 2 – Educational module, Reflection, Opportunity to redo assignment with reduced grade Offense 3 – Counseling referral, Teacher P/G conference Offense 4 – PBIP meeting	Offense 1 – Warning, Classroom intervention, Time out, Detention, Cell phone pouch Offense 2 - Time out, 2 Detention, 1 Day ISS, PBIP meeting, Cell phone pouch Offense 3 - 2 Days ISS, 1-2 days OSS, Mandatory PBIP meeting, Cell phone pouch Offense 4 - 3 Days ISS, 3-5 days OSS, Cell phone pouch Offense 5+ - 1-5 Days ISS, 3 Days OSS, Mandatory PBIP revision, Cell phone pouch
<u>Attorney General Report S0161</u> Students in regular school programs who engage in alleged out-of-school criminal conduct, regardless of jurisdiction, which shows disregard for the health, safety and welfare of others, including, but not limited to acts of violence, weapons offenses, and drug offenses. The school must also receive a report by the Department of Justice.	
K-1 Interventions Offense 1+ Counseling referral, Outside service referral, Education modules	K-1 Consequences Offense 1+ Time out, 1-3 days ISS/OSS, PBIP meeting, OSS pending Alternative Placement Process
2-4 Interventions Offense 1+ Counseling referral, Outside service referral, Education modules	2-4 Consequences Offense 1 + 1-3 days ISS/OSS, PBIP meeting, OSS pending Alternative Placement Process
5-6 Interventions Offense 1+ Counseling referral, Outside service referral, Education modules	5-6 Consequences Offense 1 + 1-3 days ISS/OSS, PBIP meeting, OSS pending Alternative Placement Process
7-8 Interventions Offense 1+ Counseling referral, Outside service referral, PBIP meeting	7-8 Consequences Offense 1+ 1-5 days ISS/OSS, Bridges program, Mandatory PBIP meeting, OSS pending Alternative Placement Process
9-12 Interventions Offense 1+ – Counseling referral, Outside service referral, PBIP meeting	9-12 Consequences Offense 1+ 1-5 Days OSS, Bridges program, OSS pending Alternative Placement Team meeting
<u>Careless & Reckless Behavior S0107</u> Unintentional behavior that threatens to or causes injury or property damage or intentional behavior that causes or may cause unintentional injury or property damage.	
K-1 Interventions Offense 1-3 – Educational modules, Teacher conference Offense 4 - Counseling referral, PBIP meeting Offense 5+ - Counseling referral, Outside service referral, Student Support Team referral	K-1 Consequences Offense 1-3 - Privilege restriction, Time out Offense 4 - Time out, 1 day ISS, PBIP meeting Offense 5+ 1-2 days ISS, 1 day OSS, Mandatory PBIP meeting
2-4 Interventions Offense 1-3 –Reflection, P/G contact, Educational modules, Teacher conference Offense 4+ - Counseling referral, Outside service referral, Student Support Team referral	2-4 Consequences Offense 1 – Warning, Timeout Offense 2 - Time out, Privilege restriction Offense 3 - 1 day ISS, 1 day OSS, Time out, PBIP meeting Offense 4 - 1-2 days ISS, 1-2 days OSS, Mandatory PBIP

	meeting Offense 5+ 1-3 days ISS, 1-3 days OSS, Mandatory PBIP meeting
5-6 Interventions Offense 1-3 – Reflection, Educational modules, Teacher conference Offense 4+ Counseling referral, Counseling referral, Outside service referral, Student Support Team referral	5-6 Consequences Offense 1 – Warning, Timeout Offense 2 - Time out, Privilege restriction Offense 3 - 1 day ISS, Time out, PBIP meeting Offense 4 - 1-2 days ISS, 1 day OSS, Mandatory PBIP meeting Offense 5+ 1-3 days ISS, 1-3 days OSS, Mandatory PBIP meeting
7-8 Interventions Offense 1-3 – Reflection, Educational modules, Teacher conference Offense 4+ Counseling referral, Outside service referral, Student Support Team referral	7-8 Consequences Offense 1 - Warning, Time out, Detention, 1 day ISS Offense 2 - 1-2 days ISS Offense 3 - 2-3 days ISS, 1 day OSS, Mandatory PBIP meeting Offense 4 - 3-5 days ISS, 1-3 days OSS, Mandatory PBIP meeting Offense 5+ 5 Days OSS, Bridges Program, Referral to Alternative Placement Process
9-12 Interventions Offense 1-3 – Reflection, P/G Contact, Educational modules, Teacher conference Offense 4+ Counseling referral, Counseling referral, Outside service referral, Student Support Team referral	9-12 Consequences Offense 1 - Warning, Time out, Detention, 1 day ISS Offense 2 - 1-2 days ISS, 1 day OSS Offense 3 - 2-3 days ISS, 1-2 days OSS, Mandatory PBIP meeting Offense 4 - 3-5 days ISS, 2-3 days OSS, Mandatory PBIP meeting Offense 5+ 5 Days OSS, Bridges program, Mandatory PBIP meeting
<u>Consensual Sexual Misconduct S0108</u> Consensual sexual act(s) between students within the school environment. This may require a report to the Division of Family Services.	
K-1 Interventions Offense 1+ Reflection, Educational modules, Counseling referral, Outside services referral	K-1 Consequences Offense 1-3 - Privilege restriction, Time out Offense 4 - Time out, 1 day ISS, Mandatory PBIP meeting Offense 5+ 1 day ISS, 1 day OSS, PBIP revision
2-4 Interventions Offense 1+ Reflection, Educational modules, Counseling referral, Outside services referral	2-4 Consequences Offense 1 - Time out Offense 2+ Time out, 1-3 days ISS, 1-2 days OSS, Mandatory PBIP
5-6 Interventions Offense 1+ Reflection, Educational modules, Counseling referral, Outside services referral	5-6 Consequences Offense 1 - Time out, 1 day ISS, 1 day OSS, PBIP meeting Offense 2 - 1-2 day ISS, 1-2 days OSS, Mandatory PBIP meeting Offense 3+ 3-5 days OSS, OSS pending Alternative Placement Process

7-8 Interventions Offense 1+ Counseling referral, Educational module, Outside services referral	7-8 Consequences Offense 1 - 3-5 Days ISS, 1-3 days OSS, Bridges program Offense 2+ - 3-5 Days OSS, OSS pending Alternative Placement Process
9-12 Interventions Offense 1+ - Counseling referral, Educational module, Outside services referral	9-12 Consequences Offense 1 - 3-5 Days ISS, 1-3 days OSS, Bridges program Offense 2+ - 3-5 Days OSS, OSS pending Alternative Placement Process
<u>Defiance of School Authority S1003</u> A verbal or non-verbal refusal to comply with a reasonable request from school personnel, or refusal to identify oneself at the request of school personnel, and/or refusal to comply with disciplinary action that causes either a substantial disruption or material interference with school activities. This does not include a student who walks away to de-escalate or manage their emotions.	
K-1 Interventions Offense 1+ Educational modules, Teacher P/G conference, Counseling referral, Outside service referral	K-1 Consequences Offense 1 - Time out Offense 2 - Time out, Privilege restriction Offense 3-4 - Time out, 1 day ISS, PBIP meeting Offense 5+ - 1-2 days ISS, , 1 day OSS, Mandatory PBIP meeting,
2-4 Interventions Offense 1+ Reflection, Educational modules, Teacher P/G conference, Counseling referral, Outside service referral	2-4 Consequences Offense 1 - Time out Offense 2 - Time out, Privilege restriction Offense 3 - Time out, 1 day ISS, PBIP meeting Offense 4 - 1-2 days ISS, , 1 day OSS, Mandatory PBIP meeting, Offense 5+ 1-3 days ISS, 1-2 days OSS, OSS pending Alternative Placement process
5-6 Interventions Offense 1+ Educational modules, Teacher P/G conference, Counseling referral, Outside service referral	5-6 Consequences Offense 1 - Time out Offense 2 - Time out, Privilege restriction, 1 day ISS Offense 3 - Time out, 1 day ISS, 1 day OSS, PBIP meeting Offense 4 - 1-2 days ISS, , 1-2 days OSS, Mandatory PBIP meeting, Offense 5+ 3 days ISS, 3 days OSS, OSS pending Alternative Placement process
7-8 Interventions Offense 1+ Educational modules, Outside service referral, Counseling referral	7-8 Consequences Offense 1 - 1-2 Detentions, Time out, 1 day ISS Offense 2 - 2-3 Detentions, 1-2 days ISS, 1-2 days OSS, Mandatory PG PBIP Meeting Offense 3 - 2-4 days OSS, PBIP Revision Meeting Offense 4+ OSS pending Alternative Placement Process
9-12 Interventions Offense 1+ – Reflection, Educational modules, Teacher P/G conference, Counseling referral, Outside service referral	9-12 Consequences Offense 1 - 1-2 Detentions, Time out, 1 day ISS Offense 2 - 2-3 Detentions, 2-3 days ISS, 1-2 days OSS, PBIP meeting Offense 3 - 3-5 days ISS, 3 days OSS, Mandatory PBIP

	<p>meeting, Bridges program</p> <p>Offense 4 - 3-5 days ISS, 3-5 days OSS, Mandatory PBIP meeting, Bridges Program, Referral to Alternative Placement Process</p> <p>Offense 5+ OSS pending Alternative Placement process</p>
<p><u>Disruptive Behavior S0091</u></p> <p>Students who intentionally disrupt the school environment by not following expectations and/or interrupt learning or school activities despite non-verbal and verbal redirection. This can include excessive talking that limits others' ability to learn and behaviors by the student or with other students that are distracting to other persons. <i>A major disruptive behavior causes a significant disruption in the school environment (examples: cafeterias, hallways, buses) while a minor disruptive behavior disrupts the classroom or bus environment.</i></p>	
<p>K-1 Interventions</p> <p>Offense 1+ Educational modules, Teacher P/G conference, Counseling referral, Outside service referral</p>	<p>K-1 Consequences</p> <p style="text-align: right;">Minor</p> <p>Offense 1-2 - Warning, Privilege restriction</p> <p>Offense 3-4 - Time out, 1 day ISS, Mandatory PBIP meeting</p> <p>Offense 5+ 1 day ISS, 1 day OSS</p> <p style="text-align: right;">Major</p> <p>Offense 1-2 - Privilege restriction, Time out</p> <p>Offense 3-4 - Time out, 1 day ISS, Mandatory PBIP meeting</p> <p>Offense 5+ 1 day ISS, 1 day OSS</p>
<p>2-4 Interventions</p> <p>Offense 1+ Educational modules, Teacher P/G conference, Counseling referral, Outside service referral</p>	<p>2-4 Consequences</p> <p style="text-align: right;">Minor</p> <p>Offense 1 – Warning, Privilege restriction, Time out</p> <p>Offense 2 – Time out, Teacher conference</p> <p>Offense 3 – 1day ISS, PG PBIP meeting</p> <p>Offense 4 – 1-2 days ISS, 1 day OSS, Mandatory PBIP meeting</p> <p>Offense 5+ 1-3 days ISS, 1-3 days OSS, Referral to Alternative Placement process</p> <p style="text-align: right;">Major</p> <p>Offense 1 - Time out, privilege restriction</p> <p>Offense 2 - Time out 1 day ISS, PBIP meeting</p> <p>Offense 3 - 1-2 days ISS, Mandatory PBIP meeting, 1 day OSS</p> <p>Offense 4 - 2-3 days ISS, 1-2 days OSS, Mandatory PBIP revision</p> <p>Offense 5+ 3 days ISS, 3 days OSS, Referral to Alternative Placement Process</p>
<p>5-6 Interventions</p> <p>Offense 1+ Educational modules, Teacher P/G conference, Counseling referral, Outside service referral</p>	<p>5-6 Consequences</p> <p style="text-align: right;">Minor -</p> <p>Offense 1 - Warning, Privilege restriction, Time out</p> <p>Offense 2 - Privilege restriction, Time out, 1 day ISS</p> <p>Offense 3 - Time out, 1-2 days ISS, 1 day OSS, PBIP meeting</p> <p>Offense 4+ 3-5 days ISS, 2-3 days OSS, Mandatory PBIP meeting, Referral to Alternative Placement Process</p>

	<p>Major - Offense 1 - Time out, 1 day ISS, 1 day OSS Offense 2 - 1-3 days ISS, 1-2 days OSS Offense 3+ 2-5 days OSS, Referral to Alternative Placement Process</p>
<p>7-8 Interventions Offense 1+ Educational modules, Teacher conference, Counseling referral, Outside service referral</p>	<p>7-8 Consequences</p> <p>Minor - Offense 1 - Warning, Detention Offense 2 - Detention, Time out, 1 day ISS Offense 3 - Time out, 1-2 days ISS, 1 day OSS, PBIP meeting Offense 4+ 3-5 days ISS, 2-5 days OSS, Mandatory PBIP meeting, Bridges program, Referral to Alternative Placement Process</p> <p>Major - Offense 1 - Time out, 1 day ISS Offense 2 - 1-3 days ISS, 1 day OSS Offense 3+ 2-5 days OSS, Bridges program, Referral to Alternative Placement Process</p>
<p>9-12 Interventions Offense 1+ – Reflection, Educational modules, Teacher P/G conference, Counseling referral, Outside service referral</p>	<p>9-12 Consequences</p> <p>Minor Offense 1 - Detention, Time out Offense 2 - 1-2 detentions, Time out, 1 day ISS Offense 3 – 1-3 days ISS, 1-3 days OSS, PBIP meeting Offense 4 – 3-5 days ISS, 5 days OSS, Mandatory PBIP meeting, Bridges program Offense 5+ OSS pending Alternative Placement process</p> <p>Major Offense 1 - Time out, 1 day ISS Offense 2 - 2-3 days ISS, 1-2 days OSS, PBIP meeting Offense 3 - 3-5 days ISS, 3 days OSS, Mandatory PBIP meeting, Bridges program Offense 4 - 3-5 days ISS, 3-5 days OSS, Mandatory PBIP meeting, Bridges Program, Referral to Alternative Placement Process Offense 5+ OSS pending Alternative Placement process</p>
<p><u>Dress Code Violation S0291</u> Failure to comply with the school-level dress code. Dressing in a manner that is unsafe and/or disrupts the learning environment. This includes, but is not limited to clothing that promotes drugs, alcohol, or profanity.</p>	
<p>K-1 Interventions Offense 1+ Change clothes, Parent contact, Counseling referral, Teacher P/G conference, Outside service referral</p>	<p>K-1 Consequences Offense 1-4 - Warning, Privilege restriction Offense 5+ Time out, Mandatory PBIP meeting</p>
<p>2-4 Interventions Offense 1+ Change clothes, Parent contact, Counseling referral, Teacher P/G conference, Outside service referral</p>	<p>2-4 Consequences Offense 1 - Warning Offense 2 - Warning, Time out Offense 3 - Time out, Privilege restriction</p>

	Offense 4 - Time out, Privilege restriction, Mandatory PBIP meeting Offense 5+ 1 day ISS, Mandatory PBIP meeting
5-6 Interventions Offense 1+ Change clothes, Counseling referral, Teacher P/G conference, Outside service referral	5-6 Consequences Offense 1 - Warning Offense 2 - Warning, Privilege restriction, Time out Offense 3 - Time out, Privilege restriction Offense 4 - Time out, Privilege restriction, Mandatory PG PBIP meeting Offense 5+ 1 day ISS, Mandatory PBIP meeting
7-8 Interventions Offense 1+ - Change clothes, Parent contact, Counseling referral, Teacher P/G conference, Outside service referral	7-8 Consequences Offense 1 - Warning, Detention Offense 2 - Warning, Detention, Time out Offense 3 - 1-2 detentions, Time out, PBIP meeting Offense 4 - Time out, 1 day ISS, Mandatory PBIP meeting Offense 5+ - 1-3 days ISS, 1 day OSS, Mandatory PBIP meeting
9-12 Interventions Offense 1+ - Change clothes, Parent contact, Counseling referral, Teacher P/G conference, Outside service referral	9-12 Consequences Offense 1 - Warning, Detention Offense 2 - Warning, Detention, Time out Offense 3 - 1-2 detentions, Time out, PBIP meeting Offense 4 - Time out, 1 day ISS, PBIP meeting Offense 5+ - 1-3 days ISS, 1 day OSS, Mandatory PBIP meeting
<u>Falsely Signing & Impersonation S1004</u> Falsely or fraudulently signing or altering a document or electronic record such as hall pass, early dismissal note, progress report, absence excuse, etc. Forgery shall also include impersonating another student or falsely identifying oneself or others inaccurately via electronic, verbal or written means.	
K-1 Interventions Offense 1-3 - Reflection, Counseling referral, Educational modules, Teacher P/G conference Offense 4+ PG PBIP meeting	K-1 Consequences Offense 1 - Warning Offense 2 - Time out, Privilege restriction Offense 3+ - Time out, Teacher, Mandatory PBIP meeting
2-4 Interventions Offense 1-3 - Reflection, Counseling referral, Educational modules, Teacher P/G conference Offense 4+ PG PBIP meeting	2-4 Consequences Offense 1 - Warning Offense 2 - Time out, Privilege restriction Offense 3 - Time out, Privilege restriction Offense 4 -Mandatory PBIP Meeting Offense 5+ 1-2 days ISS
5-6 Interventions Offense 1-3 - Reflection, Counseling referral, Educational modules, Teacher P/G conference Offense 4+ PG PBIP meeting	5-6 Consequences Offense 1 - Warning Offense 2 - Time out, Privilege restriction Offense 3 - Time out, Privilege restriction Offense 4 -Mandatory PBIP Meeting Offense 5+ 1-2 days ISS

7-8 Interventions Offense 1 – Reflection, Student conference, Educational modules Offense 2 – Counseling referral, Teacher P/G conference Offense 3+ - Outside service referral	7-8 Consequences Offense 1 - Time out, 1 day ISS Offense 2 - 1-2 days ISS, 1 day OSS, PBIP meeting Offense 3 - 2-3 days ISS, 1-2 days OSS, Mandatory PBIP meeting, Bridges program Offense 4 - 3-5 days ISS, 2-3 days OSS, Bridges program Offense 5+ 3-5 days OSS, OSS pending Alternative Placement Process
9-12 Interventions Offense 1 – Reflection, Student conference, Educational modules Offense 2 – Counseling referral, Teacher P/G conference Offense 3+ - Outside service referral	9-12 Consequences Offense 1 – 1-2 detentions, 1 day ISS, 1 day OSS Offense 2 – 1-2 days ISS, 1 day OSS, PBIP meeting Offense 3 – 2-3 days ISS, 1-2 days OSS, Mandatory PBIP meeting Offense 4 – 3-5 days ISS, 2-3 days OSS, Mandatory PBIP meeting, Offense 5+ - 3-5 days OSS, OSS pending Alternative Placement Process
<u>Inappropriate Language & Gestures S1005</u> Cursing/swearing or using written or spoken language, gestures, electronic images, photos, or actions, directed towards another student, that are considered sexually explicit, offensive, obscene, or vulgar.	
K-1 Interventions Offense 1-3 - Counseling referral, Educational modules, Teacher P/G conference Offense 4+ PBIP meeting	K-1 Consequences Offense 1-4 - Warning, Privilege restriction, Time out Offense 5+ Time out, 1 day ISS, PBIP meeting
2-4 Interventions Offense 1-3 - Reflection, Counseling referral, Educational modules, Teacher P/G conference Offense 4+ PBIP meeting	2-4 Consequences Offense 1 - Warning Offense 2 - Time out Offense 3 - Time out, Privilege restriction Offense 4 -Mandatory PBIP Meeting Offense 5+ 1-2 days ISS
5-6 Interventions Offense 1-3 - Reflection, Counseling referral, Educational modules, Teacher P/G conference Offense 4+ PBIP meeting	5-6 Consequences Offense 1 - Warning Offense 2 - Time out, Privilege restriction Offense 3 - Time out, Privilege restriction Offense 4 -1-2 days ISS, 1 day OSS, Mandatory PBIP Meeting Offense 5+ 1-2 days ISS, 1 day OSS, PBIP revision
7-8 Interventions Offense 1 - Reflection Offense 2 -Educational modules, Reflection Offense 3+ Counseling referral, Teacher P/G conference	7-8 Consequences Offense 1 - Detention, Time out, 1 day ISS, Cell phone pouch Offense 2 - 1-2 days ISS, 1 day OSS, PBIP meeting, Cell phone pouch Offense 3 - 2-3 days ISS, 1-2 days OSS, Mandatory PBIP meeting, Bridges program, Cell phone pouch Offense 4 - 2-3 days OSS, Mandatory PBIP revision, Bridges program, Cell phone pouch

	Offense 5+ 3-5 days OSS, OSS pending Alternative Placement Process, Cell phone pouch
9-12 Interventions Offense 1 - Reflection Offense 2 -Educational modules, Reflection Offense 3 -Counseling referral, Teacher P/G conference Offense 4+ PBIP meeting	9-12 Consequences Offense 1 - Detention, Time out, 1 day ISS, Cell phone pouch Offense 2 - 1-2 days ISS, 1 day OSS, PBIP meeting, Cell phone pouch Offense 3 - 2-3 days ISS, 1-2 days OSS, Mandatory PBIP, Bridges program, Cell phone pouch Offense 4 - 2-3 days OSS, Mandatory PBIP revision, Bridges program, Cell phone pouch Offense 5+ 3-5 days OSS, OSS pending Alternative Placement Process, Cell phone pouch
<u>Instigation S0302</u> Students incite aggressive or physical conflict between two or more students that resulted in a confrontation without directly participating in the confrontation. <i>Examples include taunting, recording with electronic device</i>	
K-1 Interventions Offense 1-3 - Counseling referral, Educational modules, Teacher P/G conference Offense 4+ PBIP meeting	K-1 Consequences Offense 1-4 - Warning, Privilege restriction, Time out Offense 5+ Time out, 1 day ISS, PBIP meeting
2-4 Interventions Offense 1 - Reflection, Student conference, Educational modules Offense 2 - Counseling referral, Teacher P/G conference Offense 3+ Outside service referral	2-4 Consequences Offense 1 -Time out, Privilege restriction Offense 2 - 1 day ISS, Time out, PBIP meeting Offense 3 - 1-2 days ISS, 1 day OSS, PBIP meeting Offense 4+ 1-3 days ISS, 1-3 days OSS, Mandatory PBIP meeting
5-6 Interventions Offense 1 - Reflection, Student conference, Educational modules Offense 2 - Counseling referral, Teacher P/G conference Offense 3+ Outside service referral	5-6 Consequences Offense 1 -Time out, Privilege restriction, 1 day ISS Offense 2 - 2-3 days ISS, 1 day OSS, Mandatory PBIP meeting Offense 3 - 3-4 days ISS, 2-3 days OSS, Mandatory PBIP revision Offense 4 - 3-5 days ISS, 3-5 days OSS, Mandatory PBIP revision Offense 5+ 3-5 days OSS, OSS pending Alternative Placement Process
7-8 Interventions Offense 1 - Reflection, Student conference, Educational modules Offense 2 - Counseling referral, Teacher P/G conference Offense 3+ Outside Service referral	7-8 Consequences Offense 1 - 1-2 detentions, Time out, 1-2 days ISS, 1 day OSS, Cell phone pouch Offense 2 - Time out, 2-3 days ISS, 1-2 days OSS, PBIP meeting, Cell phone pouch Offense 3 - 3-4 days ISS, 2-3 days OSS, Mandatory PBIP meeting, Bridges Program, Cell phone pouch Offense 4 - 3-5 days ISS, 3-5 days OSS, Mandatory PBIP meeting, Bridges Program, Cell phone pouch Offense 5+ 3-5 days OSS, OSS pending Alternative

	Placement Process, Cell phone pouch
9-12 Interventions Offense 1 - Reflection, Student conference, Educational modules Offense 2 - Counseling referral, Teacher P/G conference Offense 3+ Outside service referral	9-12 Consequences Offense 1 - 1-2 detentions, Time out, 1-2 days ISS, 1 day OSS, Cell phone pouch Offense 2 - Time out, 2-3 days ISS, 1-2 days OSS, PBIP meeting, Cell phone pouch Offense 3 - 3-4 days ISS, 2-3 days OSS, Mandatory PBIP meeting, Bridges Program, Offense 4 - 3-5 days ISS, 3-5 days OSS, Mandatory PBIP meeting, Bridges Program, Cell phone pouch Offense 5+ 3-5 days OSS, OSS pending Alternative Placement Process, Cell phone pouch
<u>Leaving School Grounds Without Permission S0051</u> Leaving the school building or the school grounds during school hours without required staff permission.	
K-1 Interventions Offense 1-3 - Counseling referral, Educational modules, Teacher P/G conference Offense 4+ PBIP meeting	K-1 Consequences Offense 1-4 - Warning, Privilege restriction, Time out Offense 5+ Time out, 1 day ISS, PBIP meeting
2-4 Interventions Offense 1 - Reflection, Mandatory P/G meeting, Educational modules Offense 2 - Counseling referral Offense 3+ Outside service referral	2-4 Consequences Offense 1 - Warning, Privilege restriction, Time out, 1 day ISS, PBIP meeting Offense 2 - Time out, 1-2 days ISS Offense 3 - 1-3 days ISS, 1 day OSS, Mandatory PBIP meeting Offense 4 - 1-3 days ISS, 1-2 days OSS, Mandatory PBIP revision Offense 5+ OSS pending Alternative Placement Process
5-6 Interventions Offense 1 - Reflection, Parent meeting, Educational modules Offense 2 - Counseling referral Offense 3+ Outside service referral	5-6 Consequences Offense 1 - Warning, Privilege restriction, Time out, 1 day ISS, PBIP meeting Offense 2 - Time out, 1-2 days ISS Offense 3 - 1-3 days ISS, 1 day OSS, Mandatory PBIP meeting Offense 4 - 1-3 days ISS, 1-2 days OSS, Mandatory PBIP revision Offense 5+ OSS pending Alternative Placement Process
7-8 Interventions Offense 1 - Reflection, Parent meeting, Educational modules Offense 2 - Counseling referral Offense 3+ Outside service referral	7-8 Consequences Offense 1 - 1-3 Detentions, 1 day ISS, PBIP meeting Offense 2 - 1-2 days ISS, Mandatory PBIP meeting Offense 3 - 1-2 days OSS, PBIP Revision, Bridges Program Offense 4 - 2-3 days OSS, PBIP Revision Offense 5+ - OSS Pending Alternative Placement Process
9-12 Interventions Offense 1 - Reflection, Parent meeting, Educational modules Offense 2 - Counseling referral	9-12 Consequences Offense 1 - 1-3 Detentions, 1 day ISS, PBIP meeting Offense 2 - 1-2 days ISS, 1 day OSS, Mandatory PBIP meeting

Offense 3+ Outside service referral	Offense 3-4- 2-3 days OSS, PBIP Revision, Bridges program Offense 5+- OSS Pending Alternative Placement Process
<u>Loitering S0071</u> Student's unauthorized presence in any school area for an extended period of time and/or student's failure to leave the school grounds at the time designated.	
K-1: Refer to S0052 Skipping/Leaving Class	
2-4: Refer to S0052 Skipping/Leaving Class	
5-6: Refer to S0052 Skipping/Leaving Class	
7-8 Interventions Offense 1 - Reflection Offense 2 - Reflection, Teacher P/G conference, Educational modules, Counseling referral Offense 3+ Student Support Team referral, Outside Service Referral	7-8 Consequences Offense 1 - Warning, Detention Offense 2 - Warning, Detention, Time out, 1 day ISS Offense 3 - 1-2 detentions, 1-2 days ISS, PBIP meeting Offense 4 - 2-3 days ISS, 1 day OSS, Mandatory PBIP meeting Offense 5+ 2-3 days OSS, Mandatory PBIP revision
9-12 Interventions Offense 1 - Reflection Offense 2 - Reflection, Teacher P/G conference, Educational modules, Counseling referral Offense 3+ Student Support Team referral, Outside service referral	9-12 Consequences Offense 1 - Detention, Time out, 1 day ISS Offense 2 - 2 Detentions, 1-2 days ISS, PBIP Meeting Offense 3-4 - 2-3 days ISS, 1-2 days OSS, Mandatory PBIP meeting Offense 5+ 1 day OSS, Mandatory PBIP meeting
<u>Misuse of Technology S1006</u> Any use of school technology for unauthorized purposes such as, but not limited to, copying software, inappropriate internet or email usage, unauthorized use of school issued electronic devices, tampering with databases, passwords or configurations, or deletion of files. Also includes the use of school technology equipment in: soliciting, using, posting on social media, receiving or sending inappropriate images or materials; or accessing unauthorized email; or the unauthorized downloading and/or installing of files; or intentionally damaging technology equipment in the school environment.	
K-1 Interventions Offense 1-3 - Counseling referral, Educational modules, Teacher P/G conference Offense 4+ PBIP meeting	K-1 Consequences Offense 1-4 - Warning, Privilege restriction, Time out Offense 5+ Time out, 1 day ISS, PBIP meeting
2-4 Interventions Offense 1-3 - Behavioral threat assessment or Suicide risk assessment process, Reflection, P/G contact, Educational modules, Teacher conference Offense 4 -5+ Counseling referral, Outside service referral, Student Support Team referral	2-4 Consequences Offense 1 - Warning, Time out Offense 2-3 - Time out, Privilege restriction Offense 4 - 1 day ISS, Time out, Mandatory PBIP meeting Offense 5+ 1-2 days ISS, 1 day OSS, Mandatory PBIP meeting
5-6 Interventions Offense 1-3 - Behavioral threat assessment or Suicide risk assessment process, Reflection, P/G contact, Educational modules, Teacher conference	5-6 Consequences Offense 1 - Warning, Time out Offense 2-3 - Time out, Privilege restriction Offense 4 - 1 day ISS, Time out, Mandatory PBIP meeting

Offense 4 -5+ Counseling referral, Outside service referral, Student Support Team referral	Offense 5+ 1-2 days ISS, 1 day OSS, Mandatory PBIP meeting
7-8 Interventions Offense 1-3 - Reflection ,Educational modules, Teacher conference Offense 4+ Counseling referral, Outside service referral, Student Support Team referral	7-8 Consequences Offense 1 - Warning, Detention, Cell phone pouch Offense 2 - Timeout, Detention, 1 day ISS, Cell phone pouch Offense 3 - 1-2 detentions, 1-2 days ISS, PBIP meeting, Computer check in/out, Cell phone pouch Offense 4 - 1-3 days ISS, PBIP meeting, Computer check in/out, Cell phone pouch Offense 5+ 1 day OSS, Mandatory PBIP meeting, Computer check in/out, Cell phone pouch
9-12 Interventions Offense 1-3 - Reflection, Educational modules, Teacher conference Offense 4+ Counseling referral, Outside referral, Student Support Team referral	9-12 Consequences Offense 1-22 - Timeout, 1-2 days ISS, Cell phone pouch Offense 3-4 - 2-3 days ISS, 1 day OSS, PBIP meeting, Referral to Alternative Placement Process, Offense 5+ 3-5 days OSS, Mandatory PBIP meeting, OSS pending Alternative Placement Process, Cell phone pouch
<u>Safety Violation S0102</u> Students who engage in any behavior that is not appropriate for school and has the potential to put the students or others in danger.	
K-1 Interventions Offense 1-3 - Educational modules, PG PBIP meeting, Counseling referral Offense 4+ Outside service referral	K-1 Consequences Offense 1-2 - Warning, Privilege restriction Offense 3-4 - Time out, 1 day ISS, Mandatory PBIP meeting Offense 5+ 1 day ISS, 1 day OSS
2-4 Interventions Offense 2-3 - Educational modules, PBIP meeting, Counseling referral Offense 4+ Outside service referral	2-4 Consequences Offense 1 - Reflection, Privilege restriction Offense 2-3 - Privilege restriction, Time out Offense 4 - 1 day ISS, Time out , PBIP meeting, Offense 5+ 1-2 days ISS, 1 day OSS, Mandatory PBIP meeting, Referral to Alternative Placement Process
5-6 Interventions Offense 1-3 - Educational modules, Teacher conference, PBIP meeting, Counseling referral Offense 4+ Outside service referral	5-6 Consequences Offense 1 - Reflection, Privilege restriction Offense 2-3 - Privilege restriction, Time out Offense 4 - 1 day ISS, Time out , PBIP meeting, Offense 5+ 1-2 days ISS, 1 day OSS, Mandatory PBIP meeting, Referral to Alternative Placement Process
7-8 Interventions Offense 1 - Reflection, Teacher conference, Educational modules Offense 2+ Counseling referral, Outside service referral	7-8 Consequences Offense 1 - Detention, Time out, 1 day ISS, Offense 2 - Time out, 1-2 days ISS, 1 day OSS, Cell phone pouch Offense 3 - 2-3 days ISS, 1-3 days OSS, Mandatory PBIP meeting, Bridges program, Cell phone pouch Offense 4+ 3-5 days OSS, OSS pending Alternative

	Placement Process, Cell phone pouch
9-12 Interventions Offense 1- Reflection, Teacher conference, Educational modules Offense 2+ Counseling referral, Outside service referral	9-12 Consequences Offense 1 - Detention, Time out, 1 day ISS, Cell phone pouch Offense 2 - Time out, 1-2 days ISS, 1 day OSS, PBIP meeting, Cell phone pouch Offense 3 - 2-3 days ISS, 1-3 days OSS, Mandatory PBIP meeting, Bridges program, Cell phone pouch Offense 4+ 3-5 days OSS, OSS pending Alternative Placement Process, Cell phone pouch
<u>Skippping/Leaving Class S1007</u> Absence from school or class without authorization or permission and/or leaving the assigned classroom without permission.	
K-1 Interventions Offense 1+ Educational modules, Counseling referral, Teacher conference, Outside service referral	K-1 Consequences Offense 1 - Warning Offense 2-3 - Time out, Privilege restriction Offense 4 - Time out, 1 day ISS, PBIP meeting Offense 5+ 1 day ISS, 1 day OSS
2-4 Interventions Offense 1-3 - Reflection, Educational modules, Teacher conference Offense 5+ - Counseling referral, Outside service referral, Student support team referral	2-4 Consequences Offense 1 - Warning, Time out Offense 2 - Time out, Privilege restriction Offense 3 - 1 day ISS, Privilege restriction, PBIP meeting Offense 4+ 1-2 days ISS, 1 day OSS, Privilege restriction, Mandatory PBIP meeting
5-6 Interventions Offense 1-3 - Reflection, Educational modules, Teacher conference Offense 5+ - Counseling referral, Outside service referral, Student support team referral	5-6 Consequences Offense 1 - Warning, Time out Offense 2 - Time out, Privilege restriction Offense 3 - 1 day ISS, Privilege restriction, PBIP meeting Offense 4+ 1-2 days ISS, 1 day OSS, Privilege restriction, Mandatory PBIP meeting
7-8 Interventions Offense 1 - Educational modules, Reflection Offense 2+ Student Support Team referral, counseling referral, Outside service referral	7-8 Consequences Offense 1 - Warning, Detention, Time out, Offense 2 - 1-2 Detentions, 1 day ISS, Cell phone pouch Offense 3 - 2-3 days ISS, 1 day OSS, Bridges program, PBIP meeting, Cell phone pouch Offense 4 - 3-5 days ISS, 2-3 days OSS, Bridges program, Mandatory PBIP meeting, Cell phone pouch Offense 5+ - 3-5 days OSS, Mandatory PBIP revision, Cell phone pouch
9-12 Interventions Offense 1 - Educational modules, parent meeting Offense 2+ Student Support Team referral, Counseling referral, Check in/out adult identified	9-12 Consequences Offense 1 - Warning, Detention, Time out, 1 day ISS Offense 2 - 1-3 Detentions, 1-2 days ISS, Cell phone pouch Offense 3 - 2-3 days ISS, 1 day OSS, PBIP meeting, Cell phone pouch Offense 4 - 3 days ISS, PBIP meeting, Bridges program,

	Cell phone pouch Offense 5 - 1-3 days OSS, Bridges program, Mandatory PBIP meeting, Cell phone pouch
<u>Tardiness to School S1008</u> Unexcused lateness to school or class without authorization or permission. <i>Every third tardy.</i>	
K-1: Not applicable	
2-4: Not applicable	
5-6: Not applicable	
7-8 Interventions Offense 1-3 - Reflection, P/G contact, Educational modules, Teacher conference Offense 4 - Counseling referral Offense 5+ Counseling referral, Outside Service referral, Student Support Team referral	7-8 Consequences Offense 1 - Warning, Detention Offense 2 - Time out, Warning, 1-2 Detentions, 1 day ISS Offense 3 - 1-2 detentions, 1-2 days ISS, PBIP meeting Offense 4 - 2-3 days ISS, Mandatory PBIP meeting Offense 5+ 1 day OSS, Mandatory PBIP meeting
9-12 Interventions Offense 1-3 - Reflection, P/G contact, Educational modules, Teacher conference Offense 4 - Counseling referral Offense 5+ Counseling referral, Outside service referral, Student Support Team referral	9-12 Consequences Offense 1 - Warning, Detention Offense 2 - Time out, 1-2 Detentions Offense 3 - 2-3 detentions, 1 day ISS, PBIP meeting Offense 4 - 1-2 days ISS, Mandatory PBIP meeting Offense 5+ 1 day OSS, Mandatory PBIP revision
<u>Theft (Less than \$1500) S0111</u> Students who take school property or the personal property of another person(s).	
K-1 Interventions Offense 1+ Educational modules, Counseling referral, Outside service referral, PBIP meeting	K-1 Consequences Offense 1 - Warning Offense 2-4 - Time out, Privilege restriction Offense 5+ Time out, 1 day ISS
2-4 Interventions Offense 1+ Reflection, educational modules, Student conference, P/G contact, Counseling referral	2-4 Consequences Offense 1 - Warning Offense 2-4 - Teacher/PG conference, Privilege restriction, Time out, 1 day ISS, PBIP meeting Offense 5+ 1-3 days ISS, 1-2 days OSS, Mandatory PBIP meeting
5-6 Interventions Offense 1+ Reflection, educational modules, Student conference, Counseling referral	5-6 Consequences Offense 1 - Warning Offense 2-4 - Teacher/PG conference, Privilege restriction, Time out, 1 day ISS, PBIP meeting Offense 5+ 1-3 days ISS, 1-2 days OSS, Mandatory PBIP meeting
7-8 Interventions Offense 1 - Reflection, Counseling referral, Educational modules Offense 2+ Outside service referral	7-8 Consequences Offense 1 - 1-3 days ISS, 1-2 days OSS, PBIP meeting, Possible police notification Offense 2-3 - 3-5 days OSS, Mandatory PBIP meeting,

	Possible police notification Offense 4+ OSS pending Alternative Placement Process, police notification
9-12 Interventions Offense 1 - Reflection, Counseling referral, Educational modules Offense 2+ Outside service referral	9-12 Consequences Offense 1 - 1-3 days ISS, 1-2 days OSS, PBIP meeting, Possible police Notification Offense 2-3 - 3-5 days OSS, Mandatory PBIP meeting, Possible police Notification Offense 4+ OSS pending Alternative Placement Process, Police notification
Unauthorized Use of an Electronic Device S1009 Students who engage in non-educational activities in the school environment, including but not limited to capturing, distributing, displaying, sharing, and/or posting inappropriate images, videos, movies, and/or music from personal devices. Engaging in social media, texting, playing games, and/or streaming that disrupts the learning environment. <i>*This includes personal cell phone use not approved by staff member</i>	
K-1 Interventions Offense 1+ Educational modules, Counseling referral, PBIP meeting	K-1 Consequences Offense 1 - Warning Offense 2-4 - Time out, Privilege restriction Offense 5+ Time out, 1 day ISS
2-4 Interventions Offense 1/2 - Reflection, Educational modules Offense 3+ Teacher conference, Counseling referral, Outside service referral, Student Support Team referral	2-4 Consequences Offense 1 - Warning Offense 2 - Privilege restriction, Time out Offense 3 - Time out, Privilege restriction Offense 4 - 1 day ISS, Privilege restriction, Mandatory PBIP meeting, cell phone pouch Offense 5+ 1-2 days ISS, 1 day OSS, Mandatory PBIP meeting, cell phone pouch
5-6 Interventions Offense 1/2 - Reflection, Educational modules, Counseling referral Offense 3+ Student Support Team referral, Outside service referral	5-6 Consequences Offense 1 - Warning, Privilege restriction Offense 2 - Time out, Warning, Privilege restriction, 1 day ISS, cell phone pouch Offense 3 - Privilege restriction, Time out, 1-2 days ISS, PBIP meeting, Cell phone pouch Offense 4 - 2-3 days ISS, Mandatory PBIP meeting, Cell phone pouch, Bridges program Offense 5+ 1 day OSS, Mandatory PBIP revision, Cell phone pouch
7-8 Interventions Offense 1/2 - Reflection, Educational modules, Counseling referral Offense 3+ Student Support Team referral, Outside service referral	7-8 Consequences Offense 1 - Warning, Detention, Time out, Cell phone pouch Offense 2 - Time out, Warning, Detention, 1 day ISS, Cell phone pouch Offense 3 - 1-2 detentions, 1-2 days ISS, PBIP meeting, Cell phone pouch Offense 4 - 2-3 days ISS, Mandatory PBIP meeting, Cell phone pouch, Bridges program

	Offense 5+ 1 day OSS, Mandatory PBIP revision, Cell phone pouch
9-12 Interventions Offense 1/2 - Reflection, Educational modules, Counseling referral Offense 3+ Student Support Team referral, Outside service referral	9-12 Consequences Offense 1 - Warning, Detention, Time out, 1 day ISS, Cell phone pouch Offense 2 - 1-2 days ISS, Cell phone pouch, 1 day OSS Offense 3 - 2-3 days ISS, 1-2 days OSS, PBIP meeting, Cell phone pouch Offense 4 - 2-3 days ISS, 2-3 days OSS, Mandatory PBIP meeting, Cell phone pouch, Bridges program Offense 5+ 1 day OSS, Mandatory PBIP revision, Cell phone pouch
Unsafe Item (S0131) Any item, device or substance that may be deemed disruptive and/or is used for a purpose in which it was not intended.	
K-1 Interventions Offense 1+ Educational modules, Counseling referral, Outside service referral	K-1 Consequences Offense 1 - Warning, Time out, Privilege restriction Offense 2 - Time out, 1 day ISS, Mandatory PBIP meeting Offense 3-4 - 1 day ISS Offense 5+ 1-3 days ISS, 1 day OSS, Mandatory PBIP revision
2-4 Interventions Offense 1+ Counseling referral, Outside Service referral, Reflection, PBIP meeting, Educational modules, schedule change	2-4 Consequences Offense 1 - Time out, 1 day ISS, Privilege restriction, PBIP meeting, Confiscation Offense 2 - 1-2 days ISS, 1 day OSS, Privilege restriction, Mandatory PBIP meeting, Confiscation Offense 3+ 1-3 days ISS, 1-2 days OSS, Privilege restriction, Mandatory PBIP meeting revision, OSS Pending Alternative Placement Process, Confiscation
5-6 Interventions Offense 1+ Counseling referral, Outside service referral, Reflection, PBIP meeting, Educational modules, schedule change	5-6 Consequences Offense 1 - Time out, 1 day ISS, 1 day OSS, Privilege restriction, PBIP meeting, Confiscation Offense 2 - 1-2 days ISS, 1-2 days OSS, Privilege restriction, Mandatory PBIP meeting, Confiscation Offense 3+ 1-3 days ISS, 1-2 days OSS, Privilege restriction, Mandatory PBIP meeting revision, OSS Pending Alternative Placement Process, Confiscation
7-8 Interventions Offense 1+ Counseling referral, Outside service referral, Reflection, Educational modules	7-8 Consequences Offense 1 - Time out, 1-3 days ISS, 1-3 days OSS, Mandatory PBIP meeting, Possible Police Referral, Confiscation, Bridges program Offense 2-3 - 3-5 days OSS, Mandatory PBIP meeting, Bridges program, Possible Police notification, Referral to Alternative Placement Process, Confiscation Offense 4-5+ OSS Pending Alternative Placement Process, Police notification, Confiscation

9-12 Interventions Offense 1+ Counseling referral, Outside service referral, Reflection, Educational modules, Schedule change	9-12 Consequences Offense 1- Time out, 1-3 days ISS, 1-3 days OSS, Mandatory PBIP meeting, Possible Police Referral, Confiscation, Bridges program Offense 2-3 - 3-5 days OSS, Mandatory PBIP meeting, Bridges program, Possible Police notification, Referral to Alternative Placement Process, Confiscation Offense 4-5+ OSS Pending Alternative Placement Process, Police notification, Confiscation
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D Codes: Reportable to Department of Education

Parent/Guardian notification shall be completed per DE regulation 616 at every level for all offenses. Prior to writing a referral, check the Individual Education Plan (IEP) for behavior goals.

Interventions and consequences listed below shall be used progressively and not in sequential order.

Administrators have the authority to choose one or more resolutions from the list of available interventions and consequences below for each infraction depending on the circumstances of the code of conduct violation. Administrators reserve the right to adjust the response level for any behavior. The definitions are intended for clarity and not intended to be fully comprehensive of every situation or behavior. It is our goal that all situations are handled as quickly as possible.

Destruction of Property D0301

Students who damage or deface school property or the personal property of another person. This includes tampering with security, medical, or fire protective equipment.

K-1 Interventions Offense 1+ Educational modules, Outside service referral, Counseling referral	K-1 Consequences Offense 1 - Privilege restriction, Time out Offense 2 - Time out, 1 day ISS, PBIP meeting Offense 3+ 1-2 days ISS, 1-2 days OSS, Mandatory PBIP meeting
2-4 Interventions Offense 1+ Educational modules, Outside service referral, Counseling referral	2-4 Consequences Offense 1 - Privilege restriction, Time out, 1 day ISS, PBIP meeting Offense 2 – 1-2 days ISS, 1 day OSS, Time out, Privilege restriction, Mandatory PBIP meeting Offense 3+ 1-3 days ISS, 1-3 days OSS, Referral to Alternative Placement Process
5-6 Interventions Educational modules, Outside service referral, Counseling referral	5-6 Consequences Offense 1 - Privilege restriction, Time out, 1 day ISS, 1 day OSS, PBIP meeting Offense 2 – 1-2 days ISS, 1-2 days OSS, Time out, Privilege restriction, Mandatory PBIP meeting Offense 3+ 1-3 days ISS, 1-3 days OSS, Referral to Alternative Placement Process
7-8 Interventions Offense 1+ - Counseling referral, Outside Service referral, Reflection, Educational	7-8 Consequences Offense 1 - 1-3 days ISS, Bridges program, 1 day OSS, Possible Police notification, Mandatory PBIP meeting

Modules, Behavioral Threat Assessment	Offense 2 - 2-3 days OSS, Police notification, Mandatory PBIP revision Offense 3+ Police Notification, OSS pending Alternative Placement Process
9-12 Interventions Offense 1 + Counseling referral, Outside Service referral, Reflection, Educational modules	9-12 Consequences Offense 1 - 1-3 days ISS, 1-2 days OSS, Bridges program, Possible police notification, Mandatory PBIP meeting Offense 2/3 - 3-5 days OSS, Bridges program, Mandatory PBIP meeting, Possible police notification Offense 4+ OSS Pending Alternative Placement Process, Police notification
<u>Exposure D2012</u> Students who expose their genitals, breasts, or buttocks to another person.	
K-1 Interventions Offense 1+ Educational modules, Outside service referral, Counseling referral	K-1 Consequences Offense 1-2 - Time out Offense 3+ Time out, Privilege restriction, 1 day ISS, PBIP meeting
2-4 Interventions Offense 1+ Educational modules, Outside service referral, Counseling referral	2-4 Consequences Offense 1 - Privilege restriction, Time out, 1 day ISS, PBIP meeting Offense 2 – 1-2 days ISS, 1 day OSS, Time out, Privilege Restriction, Mandatory PBIP meeting Offense 3+ 1-3 days ISS, 1-3 days OSS, Referral to Alternative Placement Process
5-6 Interventions Offense 1+ Educational modules, Outside service referral, Counseling referral	5-6 Consequences Offense 1 - Privilege restriction, Time out, 1 day ISS, PBIP meeting Offense 2 – 1-2 days ISS, 1 day OSS, Time out, Privilege Restriction, Mandatory PBIP meeting Offense 3+ 1-3 days ISS, 1-3 days OSS, Referral to Alternative Placement Process
7-8 Interventions Offense 1+ Educational modules, Outside service referral, Counseling referral	7-8 Consequences Offense 1+ 3-5 days OSS, Bridges program, OSS Pending Alternative Placement Process, Police Notification
9-12 Interventions Offense 1+ Counseling referral, Outside service referral, Reflection, Educational modules	9-12 Consequences Offense 1 - 3-5 days OSS, Bridges program, Police notification, Mandatory PBIP meeting Offense 2+ OSS Pending Alternative Placement Process, Police notification
<u>Fighting D1101</u> Students who willingly engage in a one-on-one physical altercation. This is a physical altercation in which none of the participants are identified as victims <i>by the school district</i> .	
K-1 Interventions Offense 1+ Educational modules, Counseling	K-1 Consequences Offense 1-2 - Privilege restriction, Time out

referral, PBIP meeting, Outside counseling referral, Behavioral Threat Assessment	Offense 3-4 - Privilege restriction, Time out, 1 day ISS, 1 day OSS, Mandatory PBIP meeting Offense 5+ 1-2 days ISS, 1-2 days OSS, Mandatory PBIP revision, OSS pending Alternative Placement Process
2-4 Interventions Offense 1+ Educational modules, Reflection, Outside service referral, counseling referral, Behavioral Threat Assessment	2-4 Consequences Offense 1 - Privilege restriction, 1 day ISS Offense 2 - Privilege restriction, 2 days ISS, 1 day OSS, mandatory PBIP meeting Offense 3+ 1-3 days ISS, 1-3 days OSS, OSS pending Alternative Placement Process
5-6 Interventions Offense 1+ Educational modules, Reflection, Outside service referral, counseling referral, Behavioral Threat Assessment	5-6 Consequences Offense 1 - Privilege restriction, 1 day ISS, 1 day OSS, Mandatory PBIP meeting Offense 2 - Privilege restriction, 2 days ISS, 2 days OSS, mandatory PBIP revision Offense 3+ 1-3 days ISS, 1-3 days OSS, OSS pending Alternative Placement Process
7-8 Interventions Offense 1+ Educational modules, Reflection, Outside service referral, counseling referral, Behavioral Threat Assessment	7-8 Consequences Offense 1 - 1-5 days OSS, Bridges program, Cell phone pouch, Mandatory PBIP meeting, Referral to Alternative Placement Process Offense 2+ OSS pending Alternative Placement Process
9-12 Interventions Offense 1+ Educational modules, Reflection, Outside service referral, counseling referral, Behavioral Threat Assessment	9-12 Consequences Offense 1 - 5 Days OSS, Bridges program, Cell phone pouch, Mandatory PBIP meeting, Referral to Alternative Placement Process Offense 2+ OSS Pending Alternative Placement Process
<u>Harassment D2013</u> Students who engage in unwelcome verbal, written, electronic, graphic or physical conduct relating to another person's actual or perceived sex, gender, age, race, color, national origin, sexual orientation, gender identity expression, pregnancy or related conditions, religion, disability, English language proficiency, socioeconomic status, and/or physical appearance. The behavior must be considered severe, persistent or pervasive to be considered harassment. The behavior does not have to include intent to harm, be directed at a specific target, or involve repeated incidents. <i>Milford School District Board Policy regarding Bullying, Cyberbullying may apply.</i>	
K-1 Interventions Offense 1+ Educational modules, Reflection, Outside service referral, Counseling referral, Behavioral Threat Assessment	K-1 Consequences Offense 1 - Time out Offense 2 - Privilege restriction, Time out, PBIP meeting Offense 3 - 1 day ISS, Mandatory PBIP meeting Offense 4+ 1 day ISS, 1 day OSS
2-4 Interventions Offense 1+ Educational modules, Reflection, Outside service referral, Counseling referral, Behavioral Threat Assessment	2-4 Consequences Offense 1 - Privilege restriction, Time out, 1 day ISS Offense 2 1-3 days ISS, 1 day OSS, PBIP meeting Offense 3+ 1-3 days ISS, 1-3 days OSS, mandatory PBIP, Referral to Alternative Placement Process
5-6 Interventions	5-6 Consequences

Offense 1+ Educational modules, Reflection, Outside service referral, Counseling referral, Behavioral Threat Assessment	Offense 1 - Privilege restriction, Time out, 1 day ISS, 1 day OSS Offense 2 1-3 days ISS, 1-2 days OSS, PBIP meeting Offense 3+ 1-3 days ISS, 1-3 days OSS, mandatory PBIP, Referral to Alternative Placement Process
7-8 Interventions Offense 1+ Educational modules, Reflection, Outside service referral, Counseling referral, Behavioral Threat Assessment	7-8 Consequences Offense 1 - 1-5 days OSS, Bridges program, Police Notification, Cell phone pouch, Mandatory PG PBIP meeting, Schedule change, Student activities/athletic suspension, OSS pending Alternative Placement Process Offense 2+ OSS Pending Alternative Placement Process
9-12 Interventions Offense 1+ Educational modules, Reflection, Outside service referral, Counseling referral, Behavioral Threat Assessment	9-12 Consequences Offense 1 - 1-5 days OSS, Bridges program, Police notification, Cell phone pouch, Mandatory PBIP meeting, Schedule change, OSS pending Alternative Placement Process Offense 2+ OSS Pending Alternative Placement Process, Police notification
<u>Hate Speech/Conduct D0750</u> Verbal or electronic communication and/or actions directed toward a member or members of a protected class of individuals for the explicit purpose of creating alarm, fear and/or causing emotional distress. <i>Includes written actions.</i>	
K-1 Interventions Offense 1+ Warning, Educational modules, Counseling referral, Outside services referral	K-1 Consequences Offense 1-2 - Time out, Privilege restriction Offense 3-4 - Time out, 1 day ISS, Mandatory PBIP meeting Offense 5+ 1 day ISS, 1 day OSS, Mandatory PBIP revision
2-4 Interventions Offense 1+ Warning, Reflection, Educational modules, Counseling referral, Outside services referral	2-4 Consequences Offense 1 - Privilege restriction, Time out, 1 day ISS Offense 2 - 1-3 days ISS, PBIP meeting, 1 day OSS Offense 3 1-3 days ISS, 1-3 days OSS, Mandatory PBIP meeting Offense 4+ OSS Pending Alternative Placement Process
5-6 Interventions Offense 1+ Warning, Reflection, Educational modules, Counseling referral, Outside services referral	5-6 Consequences Offense 1 - Privilege restriction, Time out, 1 day ISS, 1 day OSS Offense 2 - 1-3 days ISS, PBIP meeting, 1-2 day OSS Offense 3 1-3 days ISS, 1-3 days OSS, Mandatory PBIP meeting Offense 4+ OSS Pending Alternative Placement Process
7-8 Interventions Offense 1+ Reflection, mandatory Educational modules, Student conference, Counseling referral, Outside service referral, Behavioral threat assessment	7-8 Consequences Offense 1 - 1-3 days ISS, 1-3 days OSS, Cell phone pouch, Bridges program, Mandatory PBIP meeting, Police notification, Referral to Alternative Placement Process Offense 2+ 3-5 days OSS, Bridges program, Mandatory PBIP revision, OSS pending Alternative Placement Process

9-12 Interventions Offense 1+ Mandatory educational modules, Reflection, Counseling referral, Outside services referral	9-12 Consequences Offense 1 - 1-3 days ISS, 1-3 days OSS, Cell phone pouch, Bridges program, Mandatory PBIP meeting, Police notification, Referral to Alternative Placement Process Offense 2+ 3-5 days OSS, Bridges program, Mandatory PBIP revision, OSS pending Alternative Placement Process
<u>Inappropriate Touch - Employee Victim D2014</u> Students who intentionally engage in physical aggression towards a school employee or volunteer either with their own body or with an object and it does not result in physical injury. This includes, but is not limited to pushing, pinching, punching, kicking, slapping, grabbing, scratching, poking with an object, throwing an object at, or spitting on a school employee or volunteer. The behavior does not have to include intent to harm. This offense should be used for students under the age of 12 who caused a physical injury to a school employee or volunteer that is not classified as serious.	
K-1 Interventions Offense 1+ Educational modules, Counseling referral, Outside service referral, Behavioral threat assessment	K-1 Consequences Offense 1-2- Time out, Privilege restriction, PBIP meeting Offense 3-4 - Time out, 1 day ISS, Mandatory PBIP meeting Offense 5+ 1 day OSS, Mandatory PBIP revision
2-4 Interventions Offense 1+ Educational modules, Counseling referral, Outside service referral, Behavioral threat assessment	2-4 Consequences Offense 1 - Privilege restriction, Time out, 1 day ISS, PBIP meeting Offense 2 1-2 days ISS, 1 day day OSS, Privilege restriction, Mandatory PBIP meeting Offense 3+ 1-3 days ISS, 1-3 days OSS, OSS pending Alternative Placement Process
5-6 Interventions Offense 1+ Educational modules, Counseling referral, Outside service referral, Behavioral threat assessment	5-6 Consequences Offense 1 - Privilege restriction, Time out, 1 day ISS, 1 day OSS, Mandatory PBIP meeting Offense 2 2-3 days ISS, 1-2 days day OSS, Privilege restriction, Mandatory PBIP revision Offense 3+ 1-3 days ISS, 3-5 days OSS, OSS pending Alternative Placement Process
7-8 Interventions Offense 1+ Educational modules, Counseling referral, Outside service referral, Behavioral threat assessment	7-8 Consequences Offense 1+ Police notification, OSS pending Alternative Placement Process
9-12 Interventions Offense 1+ Educational modules, Counseling referral, Outside service referral, Behavioral threat assessment	9-12 Consequences Offense 1+ Police notification, OSS pending Alternative Placement Process
<u>Inappropriate Touch - Student Victim D2015</u> Students who intentionally engage in physical aggression towards another student either with their own body or with an object and it does not result in physical injury. This includes, but is not limited to pushing, pinching, punching, kicking, slapping, grabbing, scratching, poking with an object, throwing an object at, or spitting on another student. The behavior does not have to include intent to harm. This offense should be used for students under the age of 12 who caused a physical injury to another student that is not classified as serious.	

K-1 Interventions Offense 1+ Educational modules, Outside service referral, Counseling referral	K-1 Consequences Offense 1-2- Privilege restriction Offense 3-4 - Time out, PBIP meeting Offense 5+ Time out, 1 day ISS, Mandatory PBIP revision
2-4 Interventions Offense 1+ Educational modules, Outside service referral, Counseling referral	2-4 Consequences Offense 1 - Privilege restriction, Time out, 1 day ISS, PBIP meeting Offense 2 1-2 days ISS, 1 day day OSS, Privilege restriction, Mandatory PBIP meeting Offense 3+ 1-3 days ISS, 1-3 days OSS, OSS pending Alternative Placement Process
5-6 Interventions Offense 1+ Educational modules, Counseling referral, Outside service referral, Behavioral threat assessment	5-6 Consequences Offense 1 - Privilege restriction, Time out, 1 day ISS, 1 day OSS, Mandatory PBIP meeting Offense 2 2-3 days ISS, 1-2 days day OSS, Privilege Restriction, Mandatory PBIP revision Offense 3+ 1-3 days ISS, 3-5 days OSS, OSS pending Alternative Placement Process
7-8 Interventions Offense 1+ Educational, modules, Outside service referral, counseling referral, Behavioral threat assessment	7-8 Consequences Offense 1 - 1-5 days OSS, Cell phone pouch, Mandatory PB PBIP meeting, Bridges Offense 2+ OSS pending Alternative Placement Process
9-12 Interventions Offense 1+ Educational, modules, Outside service referral, counseling referral, Behavioral threat assessment	9-12 Consequences Offense 1 - 3-5 Days OSS, Bridges program, Mandatory PBIP meeting Offense 2 + OSS pending Alternative Placement Process
<u>Mutual Group Fight D2016</u> Students who willingly engage in a physical altercation with multiple willing participants. This is a physical altercation in which none of the participants are identified as victims <i>by the school district</i> .	
K-1 Interventions Offense 1+ Educational modules, Counseling referral, PBIP meeting, Outside counseling referral	K-1 Consequences Offense 1-2 - Privilege restriction, Time out Offense 3-4 - Privilege restriction, Time out, 1 day ISS, 1 day OSS, Mandatory PBIP meeting Offense 5+ 1-2 days ISS, 1-2 days OSS, Mandatory PBIP revision, OSS pending Alternative Placement Process
2-4 Interventions Offense 1+ Educational modules, Reflection, Outside service referral, Counseling referral	2-4 Consequences Offense 1 - Privilege restriction, time out, 1 day ISS Offense 2 - Privilege restriction, 2 days ISS, 1 day OSS, mandatory PBIP meeting Offense 3+ 1-3 days ISS, 1-3 days OSS, OSS pending Alternative Placement Process
5-6 Interventions Offense 1+ Educational modules, Reflection,	5-6 Consequences Offense 1 - Privilege restriction, 1 day ISS, 1 day OSS,

Outside service referral, Counseling referral, Behavioral threat assessment	Mandatory PBIP meeting Offense 2 - Privilege restriction, 2 days ISS, 2 days OSS, mandatory PBIP revision Offense 3+ 1-3 days ISS, 1-3 days OSS, OSS pending Alternative Placement Process
7-8 Interventions Offense 1+ Educational modules, Reflection, Outside service referral, Counseling referral, Behavioral threat assessment	7-8 Consequences Offense 1 - 1-5 days OSS, Bridges program, Cell phone pouch, Mandatory PBIP meeting, Referral to Alternative Placement Process Offense 2+ OSS pending Alternative Placement Process
9-12 Interventions Offense 1+ Educational modules, Reflection, Student conference, Outside service referral, Counseling referral	9-12 Consequences Offense 1 - 5 Days OSS, Bridges program, Cell phone pouch, Mandatory PBIP meeting, Referral to Alternative Placement Process Offense 2+ OSS pending Alternative Placement Process
<u>Possession and/or Production of Pornography D0101</u> Students who possess, share, or produce any known pornographic or obscene material in the school environment. This would include a student who distributes photos or videos of another student who did not consent to getting their photos taken or shared, or cannot consent to the photos due to their age (under age 12).	
K-1 Interventions Offense 1+ Educational modules, Counseling referral, Outside service referral	K-1 Consequences Offense 1-2 - Time out, Privilege restriction Offense 3-4 - Time out, 1 day ISS, Mandatory PBIP meeting Offense 5+ 1 day ISS, 1 day OSS, Mandatory PBIP revision
2-4 Interventions Offense 1+ Outside service referral, Counseling referral, Educational modules	2-4 Consequences Offense 1 - Time out, 1 day ISS, 1 day OSS, Mandatory PBIP meeting Offense 2+ 1-3 days ISS, 1-3 days OSS, Referral to Alternative Placement Process
5-6 Interventions Offense 1+ Outside service referral, Counseling referral, Educational modules	5-6 Consequences Offense 1 - Time out, 1 day ISS, 1 day OSS, Mandatory PBIP meeting Offense 2+ 1-3 days ISS, 1-3 days OSS, Referral to Alternative Placement Process
7-8 Interventions Offense 1+ Educational modules, Outside service referral, counseling referral	7-8 Consequences Offense 1+ 1-3 days ISS, 1-3 days OSS, Bridges program, Mandatory PBIP meeting, Police notification, OSS pending Alternative Placement Process
9-12 Interventions Offense 1+ Educational modules, Outside service referral, Counseling referral	9-12 Consequences Offense 1+ 1-3 days ISS, 1-3 days OSS, Bridges program, Mandatory PBIP meeting, Police notification, OSS pending Alternative Placement Process
<u>Possession and/or Use of Dangerous Instrument D2017</u> Students who possess and/or use any object, device, or instrument in the school environment classified as a	

dangerous instrument under [11 Del. C. § 222](#). This includes, but is not limited to pellet/air guns, tasers, mace or other dangerous instruments.

K-1 Interventions Offense 1+ Educational modules, Counseling referral, PBIP meeting, Outside counseling referral	K-1 Consequences Offense 1 - Time out, 1 day ISS, 1 day OSS, mandatory PBIP meeting Offense 2+ 1-3 days ISS, 1-5 days OSS, Mandatory PBIP revision, OSS pending Alternative Placement Process
2-4 Interventions Offense 1+ Outside service referral, Counseling referral, Educational modules, Behavioral threat assessment process	2-4 Consequences Offense 1+ 1-3 days ISS, 1-3 days OSS, Mandatory PBIP meeting, Confiscation, Referral to Alternative Placement Process, Police notification
5-6 Interventions Offense 1+ Outside service referral, Counseling referral, Educational modules, Behavioral threat assessment process	5-6 Consequences Offense 1+ 1-3 days ISS, 1-3 days OSS, Mandatory PBIP meeting, Confiscation, Referral to Alternative Placement Process, Police Notification
7-8 Interventions Offense 1+ Educational modules, Outside service referral, Counseling referral, Behavioral threat assessment process	7-8 Consequences Offense 1 - 1-5 days OSS, Bridges program, Cell phone pouch, Police notification, Referral to Alternative Placement Process Offense 2+ OSS pending Alternative Placement Process
9-12 Interventions Offense 1+ - Outside Service referral, Counseling referral, Behavioral threat assessment process	9-12 Consequences Offense 1 - 1-5 days OSS, Bridges program, Cell phone pouch, Police notification, Referral to Alternative Placement Process Offense 2+ OSS pending Alternative Placement Process

Possession and/or Use of Nonprescription and/or Prescription Medications D1601

Students who use or are under the influence of nonprescription and/or prescription medications, or who are found to be in possession of nonprescription and/or prescription medications in the school environment without proper documentation.

K-1 Interventions Offense 1+ Educational modules, Counseling referral, Outside service referral, Turn into nurse	K-1 Consequences Offense 1 - Privilege restriction Offense 2 - Time out Offense 3-4 - Time out, 1 day ISS, PBIP meeting Offense 5+ 1 day ISS, 1 day OSS, Mandatory PBIP meeting
2-4 Interventions Offense 1+ Educational modules, Outside service referral, Counseling referral, Turn into Nurse	2-4 Consequences Offense 1 - Privilege restriction, Time out, 1 day ISS, Offense 2 - Privilege restriction, 1-2 days ISS, 1 Day OSS, PBIP meeting Offense 3+ 1-3 days ISS, 1-3 days OSS, Mandatory PBIP meeting
5-6 Interventions Offense 1+ Educational modules, Outside service referral, Counseling referral, Turn into Nurse	5-6 Consequences Offense 1 - Privilege Restriction, Time out, 1 day ISS, 1 day OSS Offense 2 - Privilege restriction, 1-3 days ISS, 1-2 Day OSS,

	PBIP meeting Offense 3+ 1-3 days ISS, 3-5 days OSS, Mandatory PBIP meeting
7-8 Interventions Educational modules, Outside service referral, Counseling referral, Suicide risk assessment, Behavioral threat assessment	7-8 Consequences Offense 1 - 1-3 days ISS, 1-2 days OSS, Bridges program, Mandatory PBIP meeting, Referral to Alternative Placement Process, Police notification Offense 2+ 3-5 days ISS, 3-5 days OSS, Bridges program, OSS pending Alternative Placement Process, Police notification
9-12 Interventions Offense 1+ Educational modules, Outside service referral, Counseling referral, Substance abuse counseling, Turn into nurse	9-12 Consequences Offense 1 – 1-3 days ISS, 1-2 Days OSS, Bridges program, Mandatory PBIP meeting, Referral to Alternative Placement Process, Police notification Offense 2+ Police notification, OSS pending Alternative Placement Process
<u>Possession and/or Use of Tobacco or Electronic Smoking Devices D1401</u> Students who use or possess any tobacco product or any electronic smoking device in the school environment. This includes, but is not limited to products containing tobacco, electronic cigarettes and any vape device.	
K-1 Interventions Offense 1+ Educational modules, Counseling referral, Outside service referral	K-1 Consequences Offense 1 - Privilege restriction Offense 2 - Time out, Privilege restriction Offense 3 - Time out, 1 day ISS, PBIP meeting Offense 4+ 1 day ISS, 1 day OSS, Mandatory PBIP meeting
2-4 Interventions Offense 1+ Educational modules, Counseling referral, Outside service referral	2-4 Consequences Offense 1 - 1 day ISS, 1 day OSS, Privilege restriction, Mandatory PG PBIP meeting, cessation class Offense 2 - 1-3 days ISS, 1-2 days OSS, Privilege restriction, Mandatory PG PBIP meeting revision Offense 3+ 1-3 days ISS, 1-3 Days OSS, Privilege restriction, PBIP Mandatory PBIP meeting
5-6 Interventions Offense 1+ Cessation class, Counseling referral, Outside services referral, Educational modules	5-6 Consequences Offense 1 - 1-3 days ISS, 1-3 days OSS, Mandatory PBIP meeting Offense 2-3 - 3-5 days OSS, Mandatory PBIP revision Offense 4-5+ OSS Pending Alternative Placement Process
7-8 Interventions Offense 1+ Cessation class, Counseling referral, Outside services referral, Educational modules	7-8 Consequences Offense 1 - 1-3 days ISS, 1-3 days OSS, Cell phone pouch, Mandatory PBIP meeting, Bridges Program Offense 2-3 - 3-5 days OSS, Cell phone pouch, Mandatory PBIP revision, Bridges Program Offense 4-5+ OSS Pending Alternative Placement Process
9-12 Interventions Offense 1+ Educational modules,	9-12 Consequences Offense 1 - 2-3 days ISS, Cell phone pouch, Mandatory PBIP

Cessation class, Counseling referral, Outside services referral	meeting Offense 2-3 - 1-3 days OSS, Cell phone pouch, Bridges program, Mandatory PBIP revision Offense 4-5+ 3-5 days OSS, OSS Pending Alternative Placement Process
<u>Theft (\$1500 or more) D0601</u> Students who take school property or the personal property of another person(s).	
K-1 Interventions Offense 1+ Educational modules, Counseling referral, Outside service referral	K-1 Consequences Offense 1 - Privilege restriction Offense 2 - Time out, Privilege restriction Offense 3 - Time out, 1 day ISS, PBIP meeting Offense 4+ 1 day ISS, 1 day OSS, Mandatory PBIP meeting
2-4 Interventions Offense 1+ Educational modules, Outside service referral, Counseling referral	2-4 Consequences Offense 1 - Privilege restriction, 1 day ISS, PBIP meeting, Offense 2+ 2-3 days ISS, 1-3 Days OSS, Privilege restriction, Mandatory PBIP meeting
5-6 Interventions Offense 1+ Educational modules, Outside service referral, Counseling referral	5-6 Consequences Offense 1 - Privilege Restriction, 1 day ISS, 1 day OSS, PBIP meeting Offense 2 - 2-3 days ISS, 1-3 Days OSS, Privilege Restriction, Mandatory PBIP meeting Offense 3+ OSS Pending Alternative Placement Process
7-8 Interventions Offense 1+ Educational modules, Outside service referral, Counseling referral	7-8 Consequences Offense 1 - 1-5 Days OSS, Mandatory PBIP meeting, OSS Pending Alternative Placement Process, Police Notification Offense 2 + Police Notification, OSS Pending Alternative Placement Process
9-12 Interventions Offense 1+ Educational modules, Outside service referral, Counseling referral	9-12 Consequences Offense 1 - 3-5 Days OSS, Mandatory PBIP meeting, OSS Pending Alternative Placement Process, Police Notification Offense 2+ Police Notification, OSS Pending Alternative Placement Process
<u>Threat of Physical Attack without Weapon D2018</u> Students who threaten to engage in an act that causes harm and introduces fear in another school community member. Threats can be made verbally, in writing, or with gestures and may refer to a weapon that is not present. A threat may or may not be made in person.	
K-1 Interventions Offense 1+ Educational modules, Behavior threat assessment, Outside service referral, Counseling referral	K-1 Consequences Offense 1-2 - Time out, Privilege restriction Offense 3 - Time out, Privilege restriction, 1 day ISS, PBIP meeting Offense 4+ 1 day ISS, 1 day OSS, Mandatory PBIP meeting
2-4 Interventions Offense 1+ Educational modules, Behavior threat assessment, Outside service referral,	2-4 Consequences Offense 1 - Time out, Privilege restriction Offense 2 - 1 day ISS, Mandatory PBIP meeting

Counseling referral	Offense 3+ 1-3 days ISS, 1-3 Days OSS, Mandatory PG PBIP meeting revision, OSS Pending Alternative Placement Process
5-6 Interventions Offense 1+ Educational modules, Behavior threat assessment, Outside service referral, Counseling referral	5-6 Consequences Offense 1 - 1-2 days ISS, 1-2 days OSS, Referral to Alternative Placement Process Offense 2 - 3-5 days ISS, 3-5 days OSS, Bridges program, Referral to Alternative Placement process Offense 3+ OSS pending Alternative Placement Process
7-8 Interventions Offense 1+ Educational modules, Behavior threat assessment, Outside service referral, Counseling referral	7-8 Consequences Offense 1 - 1-3 days ISS, 1-3 days OSS, Cell phone pouch, Bridges program, Police notification, Referral to Alternative Placement Process Offense 2 - 3-5 days ISS, 3-5 days OSS, Cell phone pouch, Bridges program, Police notification, Referral to Alternative Placement process Offense 3+ OSS pending Alternative Placement Process, Police notification
9-12 Interventions Offense 1+ Reflection, Educational modules, Counseling referral, Outside service referral, Behavioral threat assessment	9-12 Consequences Offense 1 - 1-3 days ISS, 1-3 days OSS, Cell phone pouch, PBIP meeting, Police Notification Offense 2 - 3-5 days ISS, 3-5 days OSS, Cell phone pouch, Bridges program, PBIP revision, Police Notification Offense 3+ 5 days OSS, Bridges program, OSS Pending Alternative Placement Process

C Codes: Criminal Codes reported to law enforcement and Department of Education

Parent/Guardian notification shall be completed per DE regulation 616 at every level for all offenses. Prior to writing a referral, check the Individual Education Plan (IEP for behavior goals.

Interventions and consequences listed below shall be used progressively and not in sequential order.

Administrators have the authority to choose one or more resolutions from the list of available interventions and consequences below for each infraction depending on the circumstances of the code of conduct violation. Administrators reserve the right to adjust the response level for any behavior. The definitions are intended for clarity and not intended to be fully comprehensive of every situation or behavior. It is our goal that all situations are handled as quickly as possible.

Assault Causing Physical Injury C0720

Students who intentionally engage in an act that causes physical injury or serious physical injury to another person. This includes, but is not limited to bruises, lacerations, puncture and stab wounds, dislocations, sprains, and/or bone fracture. This offense is not used for students under the age of 12, unless the student causes a serious physical injury, which are injuries that create the risk of death or cause disfigurement, impairment of health, or loss or impairment of the function of any bodily organ or limb.

K-12 Interventions Offense 1+ External service referral,	K-12 Consequences Offense 1+ Police notification, OSS pending Alternative
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Counseling referral, Educational modules	Placement Process
<u>Distribution of Alcohol and/or Drugs C0721</u> Students who are found to be selling and/or distributing alcohol, drugs or other substances in the school environment. This includes, but is not limited to inhalants, marijuana (cannabis, edible, liquid, etc.), drug like substances, look alike substances, nonprescription medication, and prescription medications.	
K-12 Interventions Offense 1+ External service referral, Counseling referral, Educational modules	K-12 Consequences Offense 1+ Police notification, OSS pending Alternative Placement Process
<u>Other School Crime C0722</u> Any significant incident resulting in disciplinary action not classified previously, but required to be reported under the School Crimes Reporting Law (14 Del. C. § 4112). This may include arson, manslaughter, etc. (<i>reckless burning included</i>)	
K-12 Interventions Offense 1+ Outside service referral, Counseling referral, Educational modules	K-12 Consequences Offense 1+ Police notification, OSS pending Alternative Placement Process
<u>Possession and/or Use of Alcohol and/or Drugs C0723</u> Students who use or are under the influence of alcohol, drugs or other substances, or who are found to be in possession of alcohol, drugs, other substances, or drug paraphernalia in the school environment. This includes, but is not limited to inhalants, marijuana (cannabis, edible, liquid, etc.), drug like substances, look alike substances, nonprescription medication, and prescription medications.	
K-1 Interventions Offense 1+ Counseling referral, Outside service referral, Educational modules	K-1 Consequences Offense 1 - Time out, 1 day ISS, PBIP meeting Offense 2- 1-2 days ISS, Mandatory PBIP meeting Offense 3+ 1-3 days ISS, 1-2 days OSS, Mandatory PBIP revision, OSS pending Alternative Placement Process
2-4 Interventions Offense 1+ Outside service referral, Counseling referral, Educational modules	2-4 Consequences Offense 1 - 1-3 days ISS, 1-3 days OSS, Mandatory PBIP meeting Offense 2+ 2-3 days OSS, OSS pending Alternative Placement Process
5-6 Interventions Offense 1+ Educational modules, Outside service referral, Counseling referral	5-6 Consequences Offense 1 - 1-3 days ISS, 1-3 days OSS, Mandatory PBIP meeting Offense 2+ 2-3 days OSS, OSS pending Alternative Placement Process
7-8 Interventions Offense 1+ Educational modules, Outside service referral, counseling referral, substance abuse counseling	7-8 Consequences Offense 1 - Bridges program, 1-5 days OSS, Cell phone pouch, Mandatory PBIP meeting, OSS pending Alternative Placement Process, Police notification Offense 2+ Police notification, OSS pending Alternative Placement Process
9-12 Interventions Offense 1+ Outside service referral,	9-12 Consequences Offense 1 - 1-5 days OSS, Cell phone pouch, Mandatory

Counseling referral	PBIP meeting, Bridges program, Referral to Alternative Placement Process Offense 2+ OSS pending Alternative Placement Process
<u>Possession and/or Use of Deadly Weapons C0724</u> Students who possess and/or use any object, device, or instrument in the school environment classified as a deadly weapon under 11 Del. C. § 222 . This includes, but is not limited to a knife of any sort, switchblade knife, billy, blackjack, bludgeon, metal knuckles, slingshot and/or razor. This does NOT include toys, or ordinary objects including pocket knives with blades less than 3 inches. Firearms and bombs are captured under separate offenses.	
K-12 Interventions Offense 1+ External service referral, Counseling referral, Educational modules	K-12 Consequences Offense 1+ Police notification, OSS pending Alternative Placement Process
<u>Possession and/or Use of Explosive Devices C0725</u> Students who are found to be in possession and/or use incendiary devices such as fireworks, firecrackers, pipe bombs and/or other explosives in the school environment.	
K-12 Interventions Offense 1+ External Service Referral, Counseling Referral, Educational Modules	K-12 Consequences Offense 1+ Police Notification, OSS Pending Alternative Placement Process
<u>Possession and/or Use of Firearms C0726</u> Students who possess and/or use any firearm in the school environment. This includes, but is not limited to handguns, rifles, shotguns, starter guns, and/or other firearms identified in 11 Del. C. § 222 , whether loaded or not. BBs are included per § 1457 and § 1457A . This does NOT include toys or pellet/air guns; these should be captured other Possession and/or Use of Dangerous Instruments.	
K-12 Interventions Offense 1+ External service referral, Counseling referral	K-12 Consequences Offense 1+ Police notification, OSS pending Alternative Placement Process
<u>Rape C0727</u> Is the penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without consent, including when a person is unable to give consent. All persons, regardless of sex, sexual orientation, or gender identity, can be victims of rape.	
K-12 Interventions Offense 1+ External service referral, Counseling referral	K-12 Consequences Offense 1+ Police notification, OSS pending Alternative Placement Process
<u>Robbery C0728</u> Students who take or attempt to take anything of value that is owned by another person or organization, under confrontational circumstances by force or threat of force or violence and/or by putting the victim in fear. A key difference between robbery and theft is that robbery involves a threat or assault.	
K-12 Interventions Offense 1+ External service referral, Counseling referral	K-12 Consequences Offense 1+ Police notification, OSS pending Alternative Placement Process
<u>Sexual Assault C0729</u> Is any sexual act directed against another person without consent, including when a person is unable to give	

consent. It includes threatened rape, fondling, indecent liberties, or child molestation. Rape is not included. All persons, regardless of sex, sexual orientation, or gender identity, can be victims of sexual assault. Classification of these incidents should take into consideration the age and developmentally appropriate behavior of the offender(s).

K-12 Interventions

Offense 1+ Outside service referral, Counseling referral

K-12 Consequences

Offense 1+ Police notification, OSS pending Alternative Placement Process

Threat of Physical Attack with Weapon C0102

Students who threaten to engage in an act that causes harm and introduces fear in another person, and the threat is made while displaying, brandishing, or discharging a weapon but with no actual physical contact of any person. A threat may or may not be made in person. **A threat of physical attack using words that refer to a weapon would be considered a threat without a weapon.**

K-12 Interventions

Offense 1+ Outside service referral, Counseling referral

K-12 Consequences

Offense 1+ Police notification, OSS pending Alternative Placement Process

Threatening Mass Violence C0730

Students who threaten to engage in an act that causes serious physical harm or creates a substantial risk of serious physical harm in the school environment. This includes, but is not limited to bomb threats and other threats that are likely to cause an evacuation of a building. *See Threats of Physical Attack with and without weapon(s) for threats against people.*

K-1 Interventions

Offense 1+ Educational modules, Counseling referral, Outside service referral, Behavioral threat assessment

K-1 Consequences

Offense 1 - Time out, 1 day ISS, PBIP meeting
Offense 2- 1-2 days ISS, Mandatory PBIP meeting
Offense 3+ 1-3 days ISS, 1-2 days OSS, Mandatory PBIP revision, OSS pending Alternative Placement Process

2-4 Interventions

Offense 1+ - Educational modules, Counseling referral, Outside service referral, Behavioral threat assessment

2-4 Consequences

Offense 1 - 1-3 ISS, 1-3 days OSS, Mandatory PBIP meeting
Offense 2+ 1-3 days OSS, OSS pending Alternative Placement Process

5-6 Interventions

Offense 1+ Educational modules, Counseling referral, Outside service referral, Behavioral threat assessment

5-6 Consequences

Offense 1 - 1-3 ISS, 1-3 days OSS, Mandatory PBIP meeting, Referral to Alternative Placement Process
Offense 2+ 1-3 days OSS, OSS pending Alternative Placement Process

7-8 Interventions

Offense 1+ Educational modules, Counseling referral, Outside service referral, Behavioral threat assessment

7-8 Consequences

Offense 1 - Bridges program, 1-5 days OSS, Cell phone pouch, Mandatory PBIP meeting, OSS pending Alternative Placement Process, Police notification
Offense 2+ Police notification, OSS pending Alternative Placement Process

9-12 Consequences

Offense 1+ Educational modules, Counseling referral, Outside service referral,

9-12 Consequences

Offense 1 - Bridges program, 1-5 days OSS, Cell phone pouch, Mandatory PBIP meeting, OSS pending Alternative

Behavioral threat assessment	Placement Process, Police notification Offense 2+ Police notification, OSS pending Alternative Placement Process
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Appendix A: Glossary

ALTERNATIVE PLACEMENT PROCESS: A process that begins at the conclusion of an administrative investigation, as result of a severe or repetitive Code of Conduct violation(s) listed within the Code of Conduct in which a Principal is requesting a referral for Alternative Placement for the student after the administrative investigation is complete. An Alternative Placement Team Meeting will take place to determine if any alternative setting is appropriate for the referred student. The Alternative Placement Team will decide on whether to assign a student to an Alternative Placement Program. If a Parent/Guardian chooses to appeal the Alternative Placement Decision, the appeal must be in writing to the Superintendent's office no later than 5 business days following the Alternative Placement Team Meeting. This process must adhere to Delaware Regulations Administrative Code: Title 14 Education: Section 600 School Climate and Discipline, Section 611 Consortium Discipline Alternative Programs for Treatment of Severe Discipline Problems, Section 613 Uniform Procedures for Processing Attorney General's Reports, Section 614 Uniform Definitions for Student Conduct Which May Result in Alternative Placement or Expulsion, and Section 616 Uniform Due Process Procedures for Alternative Placement Meetings and Expulsion Hearings.

ALTERNATIVE PROGRAM: A school discipline improvement program that provides Appropriate Educational Services that has been created for students whose behavior(s) is within the defined conduct under 14 DE Admin. Code 614. This includes any programs managed by a school district/charter or the Consortium Discipline Alternative Program.

ALTERNATIVE PLACEMENT TEAM MEETING: The Alternative Placement Team follows Regulation 616 and is led by the appropriate school district director/designee. The Alternative Placement Team decides on the placement of students in an alternative setting, alternate school setting, long-term suspension, or expulsion. The administrator/designee may schedule an Alternative Placement Team meeting based upon the offenses in the Code of Conduct which serve as a basis for placement at an alternative school in accordance with 14 Del. C. § 614. This includes five (5) or more violations of the Code of Conduct or violation of a behavior contract.

ATTORNEY GENERAL'S REPORT: Any charges received by a student either in school or out of school are reported to school district officials from the Attorney General's office. School district officials are provided access to view specifics of each charge against a student via a state crime database. The Milford School District may take disciplinary action on the charges to ensure the safety and welfare of the student body even if the charges have not been adjudicated and in accordance with Due Process procedures.

BEHAVIORAL THREAT ASSESSMENT (BTA): A systematic process that is designed to identify situations or persons of concern, investigate, gather information, and assess and manage the situation to mitigate risk. Threat assessment is a prevention strategy based on a problem-solving approach to violence prevention. See board policy 5112 for more information on the Behavioral Threat Assessment process.

BRIDGES PROGRAM: A temporary classroom setting that provides educational services as well as social and emotional support focusing on conflict resolution, reflection and education for behavioral change.

BUILDING LEVEL CONFERENCE: A meeting which is held by phone or in person between the Principal, other appropriate school staff members as determined by the Principal, a student and a student's Parent to discuss

the student's misconduct relative to a recommendation for Suspension, Alternative Placement, or Expulsion.

BUSINESS DAY: A day in which schools are open with Administration present.

COUNSELING REFERRAL: A referral to the School Counselor, Wellness Center, or Outside Counseling Agency.

CRIME: Includes a felony, misdemeanor or violation defined in the Delaware Code, as well as behavior of a person under 18 years of age which would be considered a felony, misdemeanor, or violation if it had been committed by an adult.

DETENTION: An established time when a student is detained in a supervised area. Detention can be held during lunch or after school.

DISCIPLINE REFERRAL: Formal documentation completed by the staff and returned to Administration with information about an incident or student behavior that occurred.

EDUCATIONAL MODULE: An individualized lesson educating a student on a social, emotional, or behavioral competency regarding behavior that violates the Code of Conduct.

EXPULSION: A disciplinary action approved by the Board of Education resulting in a student being removed from the Regular School Program for a duration not to exceed the total number of student days in a school year. A student expelled without Appropriate Educational Services shall be unenrolled from the district/charter during the term of the expulsion. Whether the expulsion is with or without educational services (including Alternative Placement), the expelled student is not eligible to enroll in any other Delaware public school during the period of the expulsion and until any reasonable terms of the expulsion are fulfilled.

IN-SCHOOL SUSPENSION (ISS): The removal of a student from their class for more than a half school day from the area indicated by the regularly assigned schedule.

MULTI-TIERED SYSTEM OF SUPPORT (MTSS): Delaware Regulations Administrative Code: Title 14: Section 500 Curriculum and Instruction, Subsection 508 defines MTSS as a framework that is designed to meet the needs of the whole child through an integrated multi-level prevention system that optimizes team-based leadership and data-driven decision making to meet the academic and non-academic needs of all students. High quality core academic instruction and non-academic practices as universal support to all children. Evidence-based intervention and support are matched to student needs and informed by ongoing progress monitoring and additional formative assessments.

NOTIFICATION: Direct contact by telephone, email, in person, or by certified mail, unless otherwise designated. Parent – Includes natural parent, adoptive parent, or any person, agency, or institution that has temporary or permanent custody or guardianship over a student under 18 years of age.

OUT-OF-SCHOOL SUSPENSION (OSS): A form of short-term suspension that can be applied as a consequence for violating the Code of Conduct. The duration shall not be more than five (5) consecutive school days for any single conduct violation or ten (10) consecutive school days for a combination of violations which occurred during a single disciplinary incident. The student will still be responsible for class work and assignments during out-of-school suspension. The Superintendent or their designee shall have the right to temporarily extend a student's suspension beyond the ten (10) school day limit pending an Alternative Placement Process decision or Board of Education decision regarding a Discipline Hearing or other formalized disciplinary action hearing for the student. A student whose suspension has been temporarily extended beyond ten (10) consecutive school days shall receive Appropriate Educational Services. Educational services shall continue until the student's Alternative Placement Process decision has been rendered or the Board of Education decision regarding the student's expulsion hearing or other formalized Disciplinary Action hearing has concluded.

PARENT/GUARDIAN (PG): Includes natural parent, adoptive parent, or any person, agency, or institution that has temporary or permanent custody or guardianship over a student under 18 years of age.

PARENT/GUARDIAN POSITIVE BEHAVIOR INTERVENTION PLAN (PBIP) MEETING: A conference that can occur via telephone/virtually/in person with the Parent/guardian, student, and school team. The purpose of the conference is to collaborate and create a detailed action/intervention plan outlining interventions, options, and/or steps for the student to be successful and avoid the accumulation of additional/repeat Code of Conduct violations. Interventions can include, but are not limited to change of class, time-outs, character education, check-ins, identification of trusted adult(s) for the student to talk with in and out of school who can be reached if necessary, breaks, counseling plan, wellness plan, and identified goals. A Positive Behavior Intervention Plan will be created and agreed upon and signed by all parties at the conclusion of this meeting for the student's success.

POLICE NOTIFICATION: The notification to local law enforcement of an incident that occurred on school property during or after school hours that must be reported per Delaware law or Milford School District policy.

POSITIVE BEHAVIOR INTERVENTION PLAN (PBIP): A collaborative plan between a student, their Parent/Guardian, and the school team (administrator, teacher, counselor, other staff member if needed) that identifies areas of growth and resources for the student to be successful in school. Failure to follow the intervention plan could result in a recommendation for further disciplinary action. In accordance with 14 Del. C. § 614, violation of an Intervention plan can be used as a basis for alternative placement or recommendation for expulsion.

PRINCIPAL'S PROBATION: A probationary period when a student is unable to attend or participate in any non academic activities outside the regular school day unless as part of a grade for a class. Principal's probation period will be outlined as part of a Positive Behavior Intervention Plan.

PRIVILEGE RESTRICTION: A consequence of losing/altering an in-school privilege, **with parent agreement**, or an extracurricular activity.

REFLECTION: Time for a student to process their behaviors, regulate from dysregulation, and work with an adult (teacher, counselor, administrator) to find remedies to the code of conduct violation. Examples of remedies can include an apology, educational module completion, SEL worksheets.

RESTITUTION: Seeking the payment for or restoration of damaged property from the student(s) responsible. In no event is the District responsible for the restitution.

SCHOOL EMPLOYEE/OFFICIAL: Includes all persons 18 years of age or older hired by a school district; subcontractors such as bus drivers or security guards; substitute employees; and persons hired by or subcontracted by other state agencies to work on school property.

SCHOOL FUNCTION: Includes any field trip or any officially sponsored public school event in the State.

SCHOOL VOLUNTEER: A person 18 years of age or older who, without compensation, renders service to a public school. "School Volunteer" includes Parent/Guardians who assist in school activities or chaperone school functions.

SERVICE REFERRAL: Referral to Internal and/or external service providers. Examples include: clothing closet, food bank, counseling, medical providers, state services.

STUDENT CONFERENCE: A meeting between two or more students to discuss the conflict and work out a resolution.

STUDENT SUPPORT TEAM (SST): Students who exhibit repetitive disciplinary actions may be referred to the school's SST. The SST is a committee of school teachers, administrators, and support staff such as school nurse, psychologist or visiting teacher who meet to discuss strategies aimed at supporting students. SST input can be used to create the Positive Behavior Intervention Plan. School-Based Intervention Services should include both short-term and long-term intervention strategies that include character education, short-term and or long-term counseling to improve behavior which impacts educational performance, and methods to identify the need to refer student for additional services within the District or to other agencies

TIME OUT: A temporary, supervised behavior management technique which occurs outside of the regular classroom setting for no more than half of a full school day, which provides opportunities to regain emotional regulation. A student being removed from their regular setting for less than a half day is considered a time out.

TRANSITION MEETING: The purpose of this meeting is to ensure that students have the support they need to be successful in the school setting after serving a suspension or expulsion. In addition, the meeting serves to reinforce the expectations for student behavior and outline the plan in a Positive Behavior Intervention Plan.

WARNING: A verbal or written Warning for a student after a discussion is had around the code of conduct violation.

Appendix B: BULLYING AND CYBERBULLYING

The Milford School District recognizes that safe learning environments are necessary for students to learn and achieve high academic standards. The District strives to provide safe learning environments for all students and all employees. The Board directs the Superintendent and/or designee to develop a school-wide bullying prevention program. The Board authorizes the Superintendent and/or designee to consistently implement this policy and regulations throughout the District. The Board, through the Superintendent and/or designee, authorizes each principal to consistently implement this policy and regulations within each school.

Prohibition of Bullying

To further these goals, and as required by 14 Del. C. § 4164, the District prohibits the bullying of any person on school property or at school functions or by use of data or computer software that is accessed through a computer, computer system, computer network or other electronic technology of the District from grades kindergarten through grade twelve. The District further prohibits reprisal, retaliation or false accusation against a target, witness or one with reliable information about an act of bullying.

“School function” includes any field trip or any officially sponsored school event. “School property” means any building, structure, athletic field, sports stadium or real property owned, operated, leased or rented by any public school district including, but not limited to, any kindergarten, elementary, secondary, or vocational-technical school, or any motor vehicle owned, operated, leased, rented or subcontracted by any public school.

DEFINITION OF BULLYING & CYBERBULLYING:

As used in this policy, **bullying** means any intentional written, electronic, verbal, or physical act or actions against a student, school volunteer or school employee that a reasonable person under the circumstances should know will have the effect of:

- A. Placing a student, school volunteer or school employee in reasonable fear of substantial harm to his or her emotional or physical well-being, or substantial damage to his or her property; or
- B. Creating a hostile, threatening, humiliating or abusive educational environment due to the pervasiveness or persistence of actions, or due to a power differential between the bully and the target; or
- C. Interfering with a student having a safe School Environment necessary to facilitate educational performance, opportunities, or benefits; or
- D. Perpetuating bullying by inciting, soliciting, or coercing an individual or group to demean, dehumanize, embarrass, or cause emotional, psychological, or physical harm to another student, school volunteer or school employee.

As used in this policy, **cyberbullying** means the use of uninvited and unwelcome electronic communication directed at an identifiable student or group of students, through means other than face-to-face interaction which:

- Interferes with a student’s physical well-being; or
- Is threatening or intimidating; or
- Is so severe, persistent, or pervasive that it is reasonably likely to limit a student’s ability to participate in or benefit from the educational programs of the school district or charter school. Communication shall be considered to be directed at an identifiable student or group of students if it is sent directly to that student or group or posted in a medium that the sender knows is likely to be available to a broad audience within the school community.
 - The place of origin of speech otherwise constituting cyberbullying is not material to whether it is considered cyberbullying under this policy, nor is the use of school or district materials.
 - The physical location or time of access of a technology-related incident is not a valid defense in any disciplinary action by the school district initiated under this section provided there is sufficient school nexus.

REPORTING REQUIREMENTS:

It is the responsibility of each member of the school community: pupils, staff, and parents to report instances of bullying or suspicions of bullying. Any school employee with reliable information that would lead a reasonable person to suspect a person is a target of bullying shall immediately report it to the administration.

INVESTIGATIVE PROCEDURES:

- The administration will promptly investigate a report of bullying in a timely manner and determine whether bullying has occurred and that such procedure include investigation, including a determination of whether the target of the bullying was targeted or reports being targeted wholly or in part due to the target’s race, age, marital status, creed, religion, color, sex, disability, sexual orientation, gender identity or expression, or national origin. This does not preclude schools from identifying other reasons or criteria why a person is a target of bullying.
- All reports of bullying, regardless of whether the school could substantiate the incident, must be reported to the Department of Education by the administrator/designee within five (5) working days.

Consequences for Bullying:

Consequences for bullying are outlined in Chapter five of the School Code of Conduct.

Retaliation:

Retaliation for reporting bullying is prohibited. The consequences and appropriate remedial action for a person who engages in retaliation shall be determined by the administrator after consideration of the nature, severity, and circumstances of the act.

REPORTING PROCEDURES:

The procedures for a student/Parent/guardian to report alleged bullying will be as follows:

- If a child complains of bullying while it is happening, the staff member will respond quickly and firmly to intervene, if safety permits. The staff member will report the complaint to administration or designee.
- If a child expresses a desire to discuss a personal incident of bullying with a staff member, the staff member will assist to provide the child with a practical, safe, private, and age-appropriate method of doing so. The staff member will report the concern to the administrator or designee.
- Written complaints shall be specific as to actions giving rise to the complaint and should include the following information:
 - Conduct involved
 - Persons involved, designated bully, target, and bystanders' roles
 - Time and place of the conduct and alleged number of incidents
 - Names of potential students or staff witnesses
 - Any actions taken in response
- Short, easy to use complaint forms can be obtained from the school administration or district office. (MSD Bullying Reporting Form)
- The MSD Bullying Reporting Form may be completed on the school website and automatically sent to school administration.
- Anyone may report bullying. A report may be made to any staff member.
- Every bullying report of bullying will be recorded in the student information system. This will give an indication of patterns which may emerge of both bullies and victims.

ANONYMOUS REPORTS:

Formal disciplinary action solely based on an anonymous report is not permitted. Verification of the anonymous report is necessary in order for any disciplinary action to be applied.

NOTIFICATION OF PARENTS, GUARDIAN, OR RELATIVE CAREGIVER:

Administration must make reasonable efforts to notify parent/guardian of any target of bullying or person who bullies another.

PROCEDURE TO COMMUNICATE WITH MEDICAL AND MENTAL HEALTH PROFESSIONALS:

The following procedures for communication between school staff members and medical professionals who are involved in treating students for bullying issues must be followed:

- School staff members and medical professionals who are involved in treating students for bullying issues can communicate once a release of information form is signed by the parent/guardian regarding any treatment of a child. Releases should be signed both at school and at the physician or mental health professional's office before communication may take place according to FERPA guidelines.
- If a parent refuses to sign a release form at school the school will review this policy with them, explaining the reasons the release would be advantageous to the parent's child.

IMPLEMENTATION:

The school bullying prevention program must be implemented throughout the year integrated with the school's discipline policies and 14 Del. C. § 4112.

SITE-BASED COORDINATION COMMITTEE:

Each school shall establish a site-based committee that is responsible for coordinating the school's bully prevention program including the design, approval, and monitoring of the program. A majority of the members of the site-based committee must be members of the school professional staff, of which a majority must be instructional staff. The committee also shall contain representatives of the administrative staff, support staff, student body (for schools enrolling students in grade seven through twelve), parents, and staff from the before- or after-school program or programs. These representatives shall be chosen by members of each respective group, except that the school principal shall appoint the representatives of the nonemployee groups. The committee shall operate on a 1-person, 1-vote principle.

INFORMING STUDENTS OF ELECTRONIC MEDIUMS:

At the beginning of each academic year, each school shall inform students in writing of mediums where posting of speech will be presumed to be available to a broad audience within the school community, regardless of privacy settings or other limitations on those postings. This list is not considered exclusive and any social media outlet which allows for communications that may be viewed by the intended victim or refers to the victim shall be considered an electronic medium for the purposes of enforcing the electronic bullying aspects of this policy. Internet sites such as "blogs" which may be used by individuals for the specific purpose of bullying above shall also be treated in the same manner as other publicly accessible internet portals.

OTHER DEFENSES:

- The physical location or time of access of a technology-related incident is not a valid defense in any disciplinary action initiated under this policy provided there is sufficient school nexus.
- This section does not apply to any person who uses data or computer software accessed through a computer, computer system, computer network or other electronic technology when acting within the scope of his or her lawful employment or investigation of a violation of this policy in accordance with school district policy and with the approval of the Superintendent.

POLICY NOTIFICATION:

The policy shall appear in the student and staff handbook. This policy will be posted on the MSD website.

RELATIONSHIP TO OTHER LAWS:

Implementation of this policy shall comply with all rules and regulations the Delaware Department of Education may promulgate to implement Title 14 Section 4112D of the Delaware Code. An incident may meet the definition of bullying and also the definition of a particular crime under State or Federal law. Nothing in this policy shall prevent school officials from fulfilling all of the reporting requirements of § 4112, Title 14 of the Delaware Code, or from reporting probable crimes that occur on school property or at a school function which are not required to be reported under that section. Nothing in this section shall abrogate the reporting requirements for child abuse or sexual abuse set forth in Chapter 9 of Title 16 of the Delaware Code, or any other reporting requirement under State or Federal law. Nothing in this policy shall supersede or be construed in a manner as to conflict any State or Federal laws concerning special education or individuals with disabilities.

APPENDIX C: HARASSMENT

SEXUAL HARASSMENT: Title IX of the Education Amendments of 1972 ("Title IX"), 20 U.S.C. §1681 et seq., is a Federal civil rights law that prohibits discrimination on the basis of sex in education programs and activities. All public schools, like Milford School District ("the District"), that receive any Federal funds must comply with Title IX.

Under Title IX, schools must operate free from sex discrimination, including sexual harassment.

Any of the following conduct on the basis of sex constitutes sexual harassment:

- A school employee conferring an educational benefit or service upon a person's participation in unwelcome sexual conduct (often called "quid pro quo" harassment);
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program or activity; or
- Sexual assault, dating violence, domestic violence, or stalking.

The District has a responsibility to respond promptly and equitably. If the District knows or reasonably should know about sex discrimination, sexual harassment, or sexual violence within the District's education program or activity, the District will take immediate action to eliminate the sex discrimination, sexual harassment, or sexual violence, prevent its recurrence, and address its effects.

A criminal investigation into allegations of sexual harassment or sexual violence does not relieve the District of its duty under Title IX to resolve complaints promptly and equitably.

The District does not discriminate on the basis of sex, nor does it tolerate discrimination on the basis of sex in its education programs and activities. The District strives to provide an environment free from sex discrimination, including sexual harassment. The District encourages students, parents, and staff to identify barriers to a discrimination-free environment in all schools. Any person (e.g., the alleged victim or any third party) may make a report to the Title IX Coordinator.

Complaints and/or inquiries concerning allegations of sexual harassment, or discrimination on the basis of sex, shall be directed to the District's Title IX coordinator in person, or by phone, mail, or e-mail, or to the Office of Civil Rights. Any person (e.g., the alleged victim or any third party) may report to the Title IX Coordinator. All complaints will be received and investigated in a prompt and equitable manner.

HARASSMENT: Based upon a person's race, national origin, disability, religion, sexual orientation, or similar characteristics by a student directed against or toward another person that occurs on the school district's premises or at school activities off the school premises is a form of conduct which is prohibited. Such harassment or misconduct shall include, but is not limited to:

- Any assault, offensive touching, menacing, or reckless endangering of another person that is motivated by the victim's race, national origin, disability, religion, sexual orientation, or similar characteristic.
- Oral or written words communicated by any student to another person that attack, degrade, stereotype, or offend based on the person's race, national origin, disability, religion, sexual orientation, or similar characteristic.
- Any oral, written, or symbolic communication that can reasonably be perceived and considered as offensive, including slurs, jokes with negative connotations, apparel decorated with negative or

degrading words or symbols, negative stereotyping, or other communications that are based upon race, national origin, disability, religion, sexual orientation, or similar characteristic.

- The use of threats, coercion, or intimidation to prevent a person from reporting such harassment or misconduct as set forth in bullets above.

If you believe you or another person are the subject of such harassment or misconduct or sexual harassment or if you witness such actions or communication in general, you should report the circumstances immediately to a teacher or the administrator/designee at your school, to a parent or guardian, or to any employee of the school district who is in a position of authority. Persons are urged to report violations of these policies, and no one will, in any way, use threats, coercion, or intimidation to prevent a person from reporting harassment or sexual harassment. All complaints made to district staff must be reported by such staff to the Milford School District Title IX Coordinator.

Upon receiving notice of a complaint of harassment, sexual harassment or misconduct based upon race, national origin, disability, religion, sexual orientation, or similar characteristic, an investigation will be conducted as soon as possible. Confidentiality of the person and/or witnesses to the prohibited conduct will be maintained to the fullest extent possible. A school district student, who is found to have committed harassment or misconduct based upon race, national origin, disability, religion, sexual orientation, or similar characteristic, will be subject to appropriate disciplinary action, and all reports of such harassment or misconduct will be actively and diligently investigated.

Appropriate action will be taken consistent with the provisions of the student disciplinary code and/or state law. The type of disciplinary action taken will depend upon the seriousness of the offense committed and may include placing the offending student on probation, suspension, expulsion, or imposing other disciplinary alternatives. Follow-up inquiries may be made to ensure that harassment, including sexual harassment, has not resumed and that the complainant and witnesses have not suffered retaliation for their actions.

Appendix D: DRUGS AND ALCOHOL

The Milford School District strives to promote student awareness/education concerning the dangers of substance abuse in the schools. The district will make known the availability of drug and alcohol counseling, rehabilitation, and student assistance programs. The district will provide a fair and equitable framework for administering consequences to students who violate the policy. The district will also provide prior notice to all students of the District's position that the use of drugs, alcohol or steroids in the school environment is destructive of the educational process and will not be tolerated.

POLICY:

The misuse of drugs and alcohol is a serious problem with legal, physical, and social implications for the school community. In cases of drug use, possession and/or distribution of drugs and/or alcohol and/or paraphernalia and/or inhalants and/or medications, the Milford School District will:

- Follow the Code of Conduct to administer consequences to students.
- Alert law enforcement of possible criminal violations.
- Turn over all substances and paraphernalia to law enforcement officials.
- Request analysis of the substance if necessary.
- Require that all prescription or non-prescription drugs are to be handled through the office of the school nurse. Authorized drugs are those prescribed to a student by a licensed physician or that which can be purchased over the counter and for which the student has written permission from

his/her parent or guardian. Both are to be brought in the original labeled container to the School Environment in the dosage or amounts prescribed, or for which written permission has been obtained. In all cases, they are to be delivered to the school nurse and administered as per the physician's/parent's/guardian's written order. Violations of the policy could result in disciplinary action. All medications not reported to the nurse will be considered unauthorized.

- Offer assistance to any student who feels that she/he has a problem with drugs or alcohol. School personnel will offer assistance, assessment and/or identify appropriate outside resources without penalty, unless a violation of this policy has occurred. In cases involving student assistance, cost for such treatment is the responsibility of the parent, but the school administration will be an active partner at the parent's request in securing help of a limited cost nature.
- Be committed to developing preventative strategies for dealing with this issue through counseling efforts, instructional programs, and many other related activities. The Milford School District has also designated the school nurse, school psychologist and/or school counselors as the professionals to which staff can refer students to receive initial counseling and to obtain information or counseling or treatment services available to the student in need.

NON-CONTROLLED SUBSTANCES:

The act of possessing or transferring a drug-like or look-alike substance (includes all substances which fall under the definition set forth in the Uniform Controlled Substance Act 16 Del. D. 4701) shall constitute intent to use, possess, or distribute if any of the following conditions is present:

- The express representation that the substance is a controlled substance; or
- The express representation that the substance is of such nature or appearance that the recipient of said delivery will be able to distribute said substance as a controlled substance; or
- Circumstances which would lead a reasonable person to believe that the substance was a controlled substance.

It is prima facie evidence of such circumstances if any two (2) of the following factors are established:

- The non-controlled substance is packaged in a manner normally used for the illegal delivery of controlled substances.
- The delivery or attempted delivery included an exchange of or demand for money or other valuable property as consideration for delivery of the substance, and the amount of such consideration was substantially in excess of the reasonable value of the non-controlled substance.
- The physical appearance of the finished product containing the substance is substantially identical to a specific controlled substance.

Appendix E: TOBACCO AND VAPING PRODUCTS

The Milford School Board of Education recognizes that tobacco and vaping products, including any product marketed as an electronic cigarette, product marketed as Juul and other electronic cigarettes, present a health and safety hazard that can have serious consequences for users, nonusers, and the School Environment. The purpose of this policy is to prohibit student possession, use, transfer, purchase, and sale of tobacco and vaping products, including Juuls and other all electronic cigarette products on school grounds and buses and during school activities. The State of Delaware prohibits smoking by all persons within all buildings, facilities, and school grounds of the District in accordance with MSD Policy 4220.

DEFINITION:

Tobacco products, for the purposes of this policy and in accordance with § 1115(9)a of Title 11 of Delaware Code, shall be defined to include the following:

- Any product that is made from or derived from tobacco or that contains nicotine, including:

cigarettes, cigars, pipe tobacco, hookah tobacco, snuff, snus, or smokeless tobacco and is intended for human consumption by any means including smoking, heating, chewing, absorbing, dissolving, inhaling, “vaping” or ingesting.

- A component or accessory used in the consumption of a tobacco product, including filters, rolling papers, and pipes.

AUTHORITY:

The Board prohibits possession, use, transfer, purchase or sale of tobacco and vaping products, including the product marketed as Juul and other e-cigarettes, regardless of whether such products contain tobacco or nicotine, by or to students at any time in a school building; on school buses or other vehicles that are owned, leased or controlled by the Milford School District; on property owned, leased or controlled by the school district; or at school-sponsored activities that are held off school property. The Board authorizes the confiscation and disposal of products prohibited by this policy.

DELEGATION OF RESPONSIBILITY:

The Superintendent or designee may develop administrative regulations to implement this policy. The Superintendent or designee shall notify students, parents/guardians and staff about the Board’s tobacco and vaping products policy by publishing information in various forms, not limited to, student handbooks, posted notices, signs, social media, and on the District website. The Superintendent or designee shall coordinate with school staff to ensure students are referred to voluntary cessation education and support programs that address the physical and social issues associated with nicotine addiction.

REPORTING:

Administration shall notify the Parent/Guardian of any student directly involved in an incident involving possession, use, purchase or sale of a tobacco or vaping product, including a Juul or e cigarette, as soon as practicable. School administration shall inform the Parent/Guardian whether law enforcement has been or may be notified. School administration shall document attempts made to reach the Parent/Guardian.

MILFORD SCHOOL DISTRICT
Milford, Delaware 19963
POLICY 3304A WELLNESS POLICY

PURPOSE:

The Milford School District is dedicated to supporting the health and wellbeing of all students to foster personal, academic, developmental, and social success. Our goal is to create a positive, safe, and health-promoting learning environment throughout the school year. This policy outlines our approach to encouraging healthy eating and physical activity and each student's social, emotional, and behavioral wellbeing.

The Milford Child Nutrition Program follows regulations from the Delaware Department of Education, the USDA, and the Milford Board of Education, working to achieve these goals responsibly.

GOALS:

The goals of this policy are:

- Provide students access to healthy foods in line with USDA and Delaware state nutrition standards.
- Offer quality nutrition education that fosters lifelong healthy eating habits.
- Facilitate physical activity opportunities before, during, and after school.
- Support initiatives that promote students' social, emotional, and behavioral well-being.
- Engage schools and the community in promoting nutrition, physical activity, and mental health.
- Ensure effective policy implementation, monitoring, and communication with families and the public.

MILFORD SCHOOL DISTRICT WELLNESS COMMITTEE:

The committee will aim to include a diverse group of stakeholders such as parents, students, School Food Authority members, administrators, and health professionals. The Superintendent or their designee will oversee policy compliance and updates.

NUTRITION STANDARDS:

The Child Nutrition Program will provide meals and snacks per USDA and Delaware state regulations, including:

- Free breakfast and lunch through the USDA Community Eligibility Provision.
- Meals that comply with the Healthy Hunger-Free Kids Act and Dietary Guidelines for Americans.
- Adherence to USDA Smart Snack guidelines and Delaware state standards for all foods and beverages outside the reimbursable school meal programs, including items served during celebrations and events.
- Providing ingredient and nutritional information to families through the school district website and other communication channels.
- Ensuring appealing food presentation and strict adherence to health and safety standards.

MILFORD SCHOOL DISTRICT
Milford, Delaware 19963
POLICY 3304A WELLNESS POLICY

SCHOOL MEAL PROGRAM STAFFING

Qualified nutrition professionals will manage the school meal programs, with annual certification and training through organizations like the USDA and School Nutrition Association. All Child Nutrition employees will complete USDA Professional Standards training hours, and the district will employ a registered dietitian to support menu planning, dietary accommodations, and staff training.

FOOD ALLERGIES AND CULTURAL DIETARY REQUESTS

Milford School District is committed to a safe environment for students with food allergies, providing alternative meals for those with documented allergies. For cultural or religious dietary requests, the district will work with families to provide alternatives within nutrition guidelines. Documentation is required to support these requests.

WATER

Free, safe drinking water will be available to all students throughout the school day, especially near meal service areas.

FOODS AND BEVERAGES OFFERED OUTSIDE FEDERAL NUTRITION PROGRAMS

All foods and beverages offered outside the school meal program and served during the school day must comply with USDA Smart Snack and Delaware state nutrition guidelines. Items served must be commercially packaged and labeled with ingredients to meet allergen requirements. The district encourages fundraising activities that promote non-food items and physical activity. Food items served during school hours for fundraising must also follow USDA Smart Snack and Delaware guidelines. Non-compliant foods may be allowed up to 4 (four) times per year during specific school celebrations.

REWARDS AND INCENTIVES

Schools will not withhold meals or physical activity as punishment. Non-food performance incentives are encouraged to promote positive behavior. Examples include, but are not limited to, extra recess, homework passes, and recognition.

FOOD MARKETING

Marketing efforts will prioritize the promotion of nutritious foods and beverages that align with USDA and Delaware nutrition standards.

NUTRITION EDUCATION

Nutrition education will be part of the comprehensive health program, aligned with state standards, to promote healthy eating and physical activity.

MILFORD SCHOOL DISTRICT
Milford, Delaware 19963
POLICY 3304A WELLNESS POLICY

PHYSICAL EDUCATION AND PHYSICAL ACTIVITY

Milford School District recognizes the importance of physical activity in supporting students' overall health, well-being, and academic success. Students will have regular opportunities for physical activity through physical education, recess, and/or other structured or unstructured activities that promote lifelong fitness and healthy habits.

DAILY RECESS

All elementary students will receive at least 20 minutes of daily recess, ideally outdoors. Recess should follow weather guidelines, occurring when the wind chill is 32°F or higher and the heat index is 89°F or lower.

STUDENT WELL-BEING AND MENTAL HEALTH

Milford School District will support each student's social, emotional, and behavioral well-being by providing access to counselors, wellness programs, and/or mental health resources. A variety of initiatives will be available to help students develop skills for managing stress and overall well-being.

IMPLEMENTATION, MONITORING, AND POLICY REVIEW

The Superintendent or designee will ensure compliance with this policy, conducting annual progress assessments and triennial assessments to measure overall implementation and effectiveness. These assessments will be publicly reported to the Milford School Board and shared on the district website. The principal or designee in each school will oversee compliance at the school level, ensuring continuous progress toward wellness goals.

MILFORD SCHOOL DISTRICT POLICY
Alternative Placement and Expulsion Process
5404.1

Alternative Placement:

A student may be assigned to an Alternative Program because of serious and/or repeated violations of the Code of Conduct. Assignment to an Alternative Program is the removal of a student from the regular school program, with placement in special alternatives designed to meet the student's particular needs.

An administrator/designee may refer a student to the School Climate and Safety Supervisor for Alternative Placement:

- For any severe disciplinary violation for which Alternative Placement may be a consequence as specified in the district school Student Code of Conduct and the student's behavior is within the defined conduct under Regulation 600-616.
- In conjunction with an Attorney General's Report or court disposition that indicates that the student has been charged with criminal charge, regardless of jurisdiction, which demonstrates the propensity to show a disregard for the health, safety and welfare of others, including serious acts of violence, weapons offenses, and drug offenses.
- In conjunction with chronic disruptive behaviors which result in Repeated Violations of the Student Code of Conduct after all school based best practice interventions have been put into place for said student.

Alternative Placement Process:

The following procedures shall be followed by Administrators when investigating a code of conduct violation that could result in a referral for alternative placement/expulsion in accordance with 14. Del. C. § 616:

- The Principal/Designee shall conduct a preliminary investigation to determine if there is reasonable basis to pursue disciplinary action. This investigation shall be complete within 3 school days of the incident.
- If the preliminary investigation verifies that disciplinary action may be warranted, initial due process procedures shall be followed including: A student shall be afforded initial due process rights for discipline procedures which result in the removal of a student for one day or more from regular school program due to a violation of the school's student code of conduct. These rights shall be afforded prior to any removal of one day or more from the regular school program:
 - The student had prior opportunity to be informed in accordance with the established student code of conduct rules and/or regulations.

- Administrator shall inform the student, orally and in writing within three days at completion of the administrative investigation, the allegations(s) against him/her, the conduct which forms the basis of the allegations(s), and the policy, rule, or regulation violated
- The student shall be given an explanation of evidence supporting the allegation(s) and an opportunity to present his/her side of the story including any evidence.
- *Due Process Delay Provision: A student whose presence in the school environment poses a threat to the health, safety, or welfare to persons or property within the school environment, as determined by the Principal, may be immediately removed from the school provided that, as soon as practical Due Process is followed.
- After the student has been afforded initial due process procedures, and if the Principal/Designee decides that disciplinary action will be taken, the student and Parent/Guardian shall be notified.
- If the Principal/Designee decides that the disciplinary action should be a referral for an alternative placement/expulsion, the Principal/Designee shall follow due process explained in the Code of Conduct and hold a Building Level Conference with the Parent/Guardian and the student. The conference shall be held by phone or in person. The Principal/Designee shall have at least one other person present to take notes during the conference or shall have the conference audio recorded. The Principal/Designee shall explain to the parent and the student the purpose of the meeting is to inform them:
 - of the referral for alternative placement/expulsion;
 - that the student may be suspended pending the outcome of the Alternative Placement Team Meeting and;
 - of the procedures that will take place as follow up to the referral for alternative placement or expulsion.

Alternative Placement Team Meeting

- The Principal/Designee will notify the School Climate and Safety Supervisor of the referral for alternative placement/expulsion once the decision is made to refer to Alternative Placement. An Alternative Placement Team Meeting will be scheduled and conducted pursuant to 14. Del. C. §616 Uniform Due Process Procedures for Alternative Placement Meetings and Expulsion Hearings: 7.0 Assignment to Alternative Placement; 7.3 Alternative Placement Meeting for Districts/Charter Schools.
- An Alternative Placement Team Meeting shall take place to determine if an alternative setting is appropriate for a referred student. The meeting shall take place as soon as practical. A notice of the scheduled Alternative Placement Team Meeting shall be mailed to the Parent/Guardian at least five (5) business days before the

meeting is to occur. A Parent/Guardian may sign a waiver to waive the five (5) business days prior to the meeting. The Alternative Placement Team includes: the Supervisor of School Climate and Safety who serves as the district representative, the building level administrator/designee, the student's parent (must be invited, but not required to attend), guidance counselor or school social worker.

- If a decision is made to assign a student to an alternative placement, the District will notify the student/family verbally within one (1) business day of the decision. The District shall send a follow-up written notice within three (3) business days to the parent describing the circumstances which lead to the placement, identifying the alternative program to which the student is being assigned, and the conditions which must be met in order for the student to return to the regular school program.

Alternative Placement Appeal Procedures

- A student/Parent/Guardian wishing to appeal the Alternative Placement Team's written determination must file a written appeal of that determination with the Superintendent's Office no later than three (3) business days from the date of receipt of the Alternative Placement Team's written determination. The Superintendent or their designee will review the Alternative Placement Team's written determination and evidence and make a written decision within three (3) business days.
- The determination of the Superintendent's Office shall be the final decision of the school system. A copy of the Superintendent's Office final determination shall be sent to all involved parties no later than five (5) business days following the date of the Superintendent's written decision.

Student Assignment to Alternative Placement

- Milford School District contacts the Alternative Program to set up a date and time for an Intake Meeting.
- The Intake Meeting shall not occur unless all required participants are present, unless excused by the Superintendent, and documentation from the Alternative Placement Packet is provided.
- Participants required to be present at the Intake Meeting include, but are not limited to, the student, the parent, a district representative, the Alternative Program administrator, and other appropriate Alternative Program staff.
- A student assigned to a Consortium Discipline Alternative Program must be registered in Milford School District before the Intake Meeting is held.
- The Intake Meeting will include the completion of necessary forms, including the Intake Form, which requires student and parent signatures.
- During the Intake Meeting, Milford School District representatives shall communicate to all in attendance, the district/charter school's individualized goals and expectations for the alternatively placed student, including the Individualized

Service Plan (ISP) under 14 DE Admin. Code 611, if applicable. The individualized goals and expectations shall be recorded on the Intake Form.

- The Intake Form shall be signed by all parties, copied, and distributed to the student and parent, Alternative Program administrator, and Milford School District representative and shall become part of the student's educational record as defined by 14 DE Admin. Code 252.
- Students suspended, placed at alternative school, or expelled from school are also excluded from school related activities and are not permitted on any Milford School District property or at any off-campus events.

Expulsion:

An expulsion may be requested as a form of discipline in the Alternative Placement Process. This level of discipline process must be approved by the Superintendent's office. Only the Board of Education may expel a student from school for violation of District Policy. Expulsion shall be taken in accordance with due process rights and on the documented evidence presented by the administration. A student will be expelled for up to 180 school days.

Expulsion Process:

A Principal/designee may refer a student for Expulsion to the Supervisor of School Climate and Safety. A determination will be made to move forward with expulsion from long-term suspension alternative placement. The Superintendent's Office may at their discretion send an appeal of Alternative Placement Team Meeting to an Expulsion Hearing.

- If the district moves forward with expulsion: An Expulsion Hearing would be scheduled no later than 3 days of district determination to move forward with the expulsion process.
- Due process for expulsion hearings per Regulation 600 would be initiated and followed.
- A third party hearing officer will hear the district and student and Parent/Guardian's evidence and create a Finding of Facts report and make a recommendation for placement that will be presented to the Milford School Board at the next scheduled Board Meeting.
- The hearing will be transcribed by a third party transcriber.
- The Milford School Board shall vote on the finding of facts and recommendation of the third party Hearing Officer pursuant to 14. Del. C. §616 Uniform Due Process Procedures for Alternative Placement Meetings and Expulsion Hearings; 10.0 Procedures for the Expulsion of Students.