

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

**AGENDA FOR MONDAY, JUNE 13, 2022, AT 6:00 PM
REGULAR SCHOOL BOARD MEETING**

The Milford Board of Education will hold this meeting electronically and in-person in the Milford High School Auditorium.

Public may access this electronic meeting at the following link:

<https://milford.webex.com/milford/j.php?MTID=m5deb8e363ba516065550ff32f305d975>

Event password: board

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

Dial in: +1-415-655-0001

Access code: 262 454 94091

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

1. Call to Order by President

2. Roll Call

_____ Mr. Rony Baltazar-Lopez

_____ Dr. Adam Brownstein

_____ Mr. Scott Fitzgerald

_____ Mr. Kristopher Thompson

_____ Mr. David Vezmar

_____ Mrs. Jean Wylie

_____ Mr. Jason Miller

3. Pledge of Allegiance

4. Approval of Minutes

A. Regular Meeting Minutes for May 16, 2022 Action Item

B. Regular Meeting Minutes for May 26, 2022 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 (anticipated at 7:00 pm) Action Item

7. Personnel – Dr. Jason Peel

- A. Personnel Action Item
- B. District Employees of the Year
- C. State Employee of the Year Recognition
 - 1. Delaware's Behavioral Health Professional of the Year – Ms. Rosa DiPiazza
 - 2. Delaware's National Distinguished Elementary Principal – Mrs. Cindy McKenzie
- D. Recognition of MHS Teacher Academy Students
- E. Senator David Wilson Tribute to MHS Wrestling Head Coach Mr. Don Parsley

8. Changes to Agenda

9. Public Comment

10. Superintendent's Report

- A. Milford High School Auditorium Naming Action Item
- B. Recognitions
- C. Upcoming Events
- D. SRO Contract Action Item
- E. Additional June 2022 Board Meeting Action Item
- F. 2022-2023 Regular Board Meeting Schedule Action Item
- G. DSBA 2022-2023 Contract Action Item
- H. Premier Physical Therapy and Sports Performance, LP for Athletic Training Services Action Item
**action required immediately and cannot be deferred to a later meeting*

11. Business – Dr. Sara Croce

- A. Revenue and Expenditure Reports as of May 31, 2022 Action Item
- B. Final Fiscal Year 2022 Budget Adjustments Action Item
- C. Preliminary Fiscal Year 2023 Budget Action Item

12. Buildings and Grounds – Mr. Mike Sharp

- A. City Project Partnership: Multi-modal pathway on MSD property along 10th Street Action Item
- B. Recommendation of Negotiated Agreement with BSA+A for Architectural Engineering Services for the MMS Project Action Item **action required immediately and cannot be deferred to a later meeting*

13. Instruction and Student Programs – Dr. Bridget Amory

- A. Standards Based Report Card Action Item

14. Student Services – Ms. Laura Manges

- A. Elementary Emotional Support Classrooms

15. Equity and Support Services – Dr. Brittany Hazzard

- A. Restorative Practices Update

16. Board Discussion

- A. DSBA Update
- B. Recommended Revised Draft Board Policies for Action
 - 1. Revised Board Policy 4220 Smoke-Free/Tobacco-Free Policy Action Item
- C. Introduction of Recommended Draft Revisions of Board Policies
 - 1. Revised Board Policy 4303B Local Salary Supplement: Chief Custodian – First Read
 - 2. Revised Board Policy 5404 Student Code of Conduct: Secondary Schools – First Read
 - 3. Revised Board Policy 5414 Student Code of Conduct: Elementary Schools Grades K – First Read
- D. Introduction of Recommended Deletion of Board Policies
 - 1. Delete Board Policy 5405 Demerit System Grades 6-12 – First Read

17. Adjournment Action Item



MILFORD SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR BOARD MEETING
MAY 16, 2022

Board Members in Attendance	
Mr. Jason Miller, President	Mr. Kristopher Thompson
Mr. Rony Baltazar-Lopez, Vice President	Mr. David Vezmar (joined at 6:03pm)
Dr. Adam Brownstein	
Mr. Scott Fitzgerald	Dr. Kevin Dickerson, Executive Secretary

The Regular Meeting of the Milford Board of Education was called to order by President Mr. Miller at 6:00 PM on Monday evening, May 16, 2022.

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

MOTION MADE BY MR. BALTAZAR-LOPEZ/SECONDED BY DR. BROWNSTEIN to approve the Regular Meeting Minutes for April 25, 2022. **Motion passed unanimously.**

ADJOURNMENT TO EXECUTIVE SESSION

MOTION MADE BY MR. THOMPSON/SECONDED BY MR. FITZGERALD to adjourn into Executive Session at 6:04 PM. **Motion passed unanimously.**

RETURN TO OPEN SESSION

MOTION MADE BY MR. FITZGERALD/SECONDED BY MR. THOMPSON to adjourn Executive Session at 7:00 PM. **Motion passed unanimously.**

PERSONNEL – Dr. Peel

Personnel Report

MOTION MADE BY MR. VEZMAR/SECONDED BY MR. THOMPSON to accept the Personnel Report as presented during Executive Session.

Teachers of the Year Recognition:

Dr. Peel congratulated and highlighted the following:

Morris – Danielle Roach

Benjamin Banneker – Rita Frost

Misphillion – Kathy Herd

MCA – Marcy McKee

MHS – Nick Jefferson

District/Ross – Ashley Lockwood

Behavioral Health Professional – Rosa DiPiazza

Pilot Delaware Teaching Growth and Support System (DTGSS)

MOTION MADE BY MR. VEZMAR/SECONDED BY DR. BROWNSTEIN to approve of the Milford School District – Delaware Department of Education MOU. **Motion passed unanimously.**

MOTION MADE BY MR. THOMPSON/SECONDED BY MR. FITZGERALD to approve of the Milford School District – MEA MOU. **Motion passed unanimously.**

PUBLIC COMMENT

Mike Hargreaves expressed concerns of a situation that occurred with his grandson who attends MCA.

SUPERINTENDENT'S REPORT

Facility Naming Request

The Board received a facility naming request for the MHS Auditorium. The Board discussed the naming request. Mr. Vezmar expressed his support. The Board encourages public comment on this topic during the June 13, 2022 Board Meeting.

MOTION MADE BY MR. VEZMAR/SECONDED BY MR. FITZGERALD that the Milford High School Auditorium Naming Request to be added as an action item for the June 13, 2022 Board Meeting.

Recognitions

Dr. Dickerson expressed gratitude and congratulations while highlighting the following:

- District:** April was Occupational Therapist Recognition Month:
John Riley-Spillane – District-wide
Brian Davis – COTA – Banneker, Ross, MCA, MHS
Elizabeth “Beth” Hollett – COTA – Morris
Contractors:
Christina Connors – MCA/MHS
Madison Hayburn – COTA – Mispillion
Sarah O’Hagen – MCA/MHS
- District:** April 4th was School Librarian Day:
Morris – Hannah Cassidy
Banneker – Moly Brownstein
Mispillion – Amy Weiler
Ross – Stephany Vecchiolli
MCA – Felissa Hazzard
MHS – Diane Marcolini
- District:** April 4-8 was National Assistant Principals Week:
Morris – Jodi Messick
Banneker – Laurie Moorman
Mispillion – Nancy Carter
Ross – Amanda Gaglione
MCA – Judith Bruns and Brandy Cooper
MHS – Seth Buford and Rene Diaz
- District:** April 6th was Paraprofessional Appreciation Day – Dr. Dickerson recognized the outstanding work and dedication of all Paraprofessionals throughout the district
- District:** April 27th was Administrative Professionals Day – Dr. Dickerson recognized the exceptional work and dedication of all Administrative Professionals throughout the district
- District:** Congratulations to all 3rd Marking Period Honor Roll Students. The full list can be found on the district website.
- MHS:** March 22nd was National Agriculture Day. Members of the Milford FFA delivered Buc Barns filled with an assortment of agricultural literacy books and stuffed farm animals to local community facilities and schools. The Buc Barns were designed, built and painted by Mr. Josh Bethard’s Agriculture Structure & Technology students.
- MHS:** Milford High School students Will Evans and Marlee Gray were selected to attend the Governor’s School of Excellence
- MHS:** HOSA – Future Health Professional State Competition Winners will represent Milford at the International Leadership Conference in Nashville, TN

Diamond Carmona – Gold in Cultural Diversities and Disparities
Sofia Lopez – Bronze in Cultural Diversities and Disparities
Marlie McMillan – Silver in Medical Spelling
Kenet Perez-Rosales – Silver in Medial Assisting
Reina Fogel – Bronze in Human Growth and Development

MHS: HOSA Members Marlie McMillan and Melissa Mesidor were recognized for their service to the Delaware Community Foundation’s Youth Philanthropy Board

MHS: MHS band students who participated in the Kent County Honors Band:
Charlotte Del Rossi – flute
Jessi Crain – flute
Marlee Gray – trombone
Lily Sharp – trombone
Lauren Hudson – flute
Stephen Layton – Percussion
Nicholas Del Rossi – tenor sax

MHS: MHS junior Dakota Carmona delivered 120 care packages to residences of Milford Genesis Healthcare Facility as part of her Bundles of Love 4-H Diamond Project

MHS: MHS Business Professionals of America students Kyra Johnson, Megan Johnson and Sabta Mele toured the JP Morgan Chase Delaware Technology Center in Wilmington and met with its Directors

Misp: Mispillion Science Fair Winners
Third Grade:
1st – Armani Feliciano
2nd – Olivia Keiluhn
3rd – Jocelyn Wellwood and Charlotte Tooze

Fourth Grade:
1st – Lilah Villalobos and Emma Johnson
2nd – Marylei Fernandez
3rd – Celso Flores-Rabadan

Fifth Grade:
1st – Landon Chisenhall
2nd – Savannah Wagenhoffer
3rd – Jadyne Kenton

MHS: MHS was selected to receive the Visionary Award from the Governor’s Youth Service Awards for participation in the Delaware Service Credit program. Ms. Katie Barczewski, Interact Club Advisor, accepted the award for MHS.

District: May 6, 2022 was School Lunch Hero Day – Dr. Dickerson recognized the continued excellence and dedication of the Child Nutrition Staff throughout the district

Morris: Sussex County Council recognized Morris Early Childhood’s Child Nutrition staff with a proclamation on School Lunch Hero Day

District: Former Child Nutrition Supervisor, Connie Howell, was recognized during School Lunch Hero Day. Mrs. Howell served as the supervisor of the district’s food program for 37 years. Plaques and awards in Mrs. Howell’s name will be displayed in several school cafeterias.

- District:** May 11, 2022 was School Nurses Appreciation Day – Dr. Dickerson recognized the outstanding contributions and commitment of the School Nurses throughout the district in caring for students, staff and the district-community:
Morris – Colleen Dean
Banneker – Ann-Marie Nash
Lulu Ross – Jackie Wolfe
Mispillion – Pat Ayers
MCA – Kim Cole and Yvonne White
MHS – Cheryl Rash and Jessica Sapp
- District:** Congratulations to Huntley Downes, Rebecca Vasquez-Vergel, Giulianna Vann and Marlee Gray for their awards for their submissions in the “Americanism – My Favorite National Monument” Poster Contest sponsored by the Elks Lodge
- Mispillion:** Shannon Warnock, Mispillion’s Reading Interventionist, was named the Open Up Resources Teacher of the Month for April 2022
- District:** Mispillion Art League held their Annual Student Art Show. Thank you to Mispillion Art League for their continued partnership. The following students were winners from their respective schools:

Benjamin Banneker 1 st - Rakelle Reese 2 nd - Charlotte Walls 3 rd - Violeta Martinez	Mispillion Elementary 1 st - Emilia Fibiger 2 nd - Scarlett Villalobos 3 rd - Jennah Reese	LuLu Ross Elementary 1 st - Aubree Conner 2 nd - Parsyn Jones 3 rd - Citiali Baltazar-Herrera
Central Academy Middle School 1 st - Sophia Jean Baptiste 2 nd -Carlos Herrera Perez 3 rd -Dawn Mutchler	Milford High School 1 st - Ellie Lo Biondo 2 nd - Janette Hernandez-Leon 3 rd - Owen Pinkstaff	

- MHS:** Congratulations to members of the BPA Administrative Support Team for placing in the top ten at the BPA Nationals: Dakota Carmona, Megan Johnson, Kyra Johnson and Sabta Mele
- MCA:** The MCA Boys Lacrosse team completed the season with an undefeated season for the 2nd year in a row.

SRO Contract

Dr. Dickerson reviewed the City of Milford’s proposed School Resource Officer (SRO) Contract with the Board. The proposed cost increase per officer, SRO and constable staffing within the school district, and the past and present partnership with the City of Milford for SRO’s was reviewed. Dr. Croce stated that the SRO contract payment comes from local funding. Mr. Thompson and Mr. Vezmar stated the importance of using local law enforcement to enhance the positive relationship with the students and district-community.

Recommendation of District Strategic Planning Services

MOTION MADE BY MR. BALTAZAR-LOPEZ/SECONDED BY MR. THOMPSON to approve the District Strategic Planning Services as recommended. **Motion passed unanimously.**

BUSINESS – Dr. Croce

Revenue and Expenditure Report

MOTION MADE BY MR. VEZMAR/SECONDED BY DR. BROWNSTEIN to approve the Revenue and Expenditure Reports as of April 30, 2022. **Motion passed unanimously.**

Preliminary Tax Rate Discussion

Dr. Croce provided preliminary information regarding the components of the 2022 school tax rate.

BUILDINGS AND GROUNDS – Mr. Mike Sharp

Architectural Engineer Services for the MMS Project

MOTION MADE BY MR. VEZMAR/SECONDED BY MR. THOMPSON to award BSA+A the Architectural and Engineering Services for Contract Number MSD-2022-0001-AE Services pending a successful contract negotiation. **Motion passed 5 Yay, 1 Abstain, 1 Absent**

Roll Call: Mr. Baltazar-Lopez – yay Dr. Brownstein – yay
Mr. Fitzgerald – yay Mr. Thompson - yay
Mr. Vezmar – yay Mrs. Wylie – absent
Mr. Miller - abstain

HVAC Installation Services for Phase 1 of MHS HVAC Project

MOTION MADE BY MR. THOMPSON/SECONDED BY MR. FITZGERALD to approve Project 1586A007.A01 - the 4 lowest bids as presented using ESSER funds with total estimated cost of \$2.6 million.

Motion passes, 4 yay, 2 Abstain, 1 Absent

Roll Call: Mr. Baltazar-Lopez – abstain Dr. Brownstein – yay
Mr. Fitzgerald – yay Mr. Thompson - yay
Mr. Vezmar – yay Mrs. Wylie – absent
Mr. Miller - abstain

INSTRUCTION AND STUDENT BASED PROGRAMS – Dr. Bridget Amory

Standards Based Report Card

Dr. Amory presented further information, which included plan revisions from feedback during the prior Board meeting, regarding transition to a standards-based report card for elementary school students.

Summer Programming Update

Dr. Amory presented summer programming available for Milford School District students.

EQUITY AND SUPPORT SERVICES – Dr. Brittany Hazzard

Equity and Beyond

Dr. Hazzard discussed contracted services with Equity and Beyond to support the district with training and work regarding equity.

Restorative Practices

Dr. Hazzard and Dr. Peel introduced restorative practices concepts and answered questions from the Board.

STUDENT SERVICES – Ms. Laura Manges

Ms. Manges highlighted district activities and efforts of staff for Special Olympics of Delaware.

BOARD DISCUSSION

DSBA Updates

No updates

REVISED DRAFT BOARD POLICIES FOR ACTION

Revised Board Policy 5110 Eighth Grade High School Interscholastic Athletics Participation

MOTION MADE BY DR. BROWNSTEIN/SECONDED BY MR. THOMPSON to approve revised Board Policy 5110 Eighth Grade High School Interscholastic Athletics Participation. **Motion passed unanimously.**

RECOMMENDED DELETION OF BOARD POLICIES FOR ACTION

Delete Board Policy 4206 Staff Conflict of Interest

MOTION MADE BY DR. BROWNSTEIN /SECONDED BY MR. FITZGERALD to delete Board Policy 4206 Staff Conflict of Interest. **Motion passed unanimously.**

Delete Board Policy 4208 Staff Parent Conferences

MOTION MADE BY DR. BROWNSTEIN /SECONDED BY MR. FITZGERALD to delete 4208 Staff Parent Conferences. **Motion passed unanimously.**

Delete Board Policy 4212 Certification: Milford Education Association

MOTION MADE BY DR. BROWNSTEIN /SECONDED BY MR. FITZGERALD to delete 4212 Certification: Milford Education Association **Motion passed unanimously.**

RECOMMENDED DRAFT REVISIONS OF BOARD POLICIES FOR READ ONLY

- Board Policy 4220 Smoke Free

Mr. Baltazar-Lopez recognized that May is Mental Health Awareness Month. There is a 24/7 National Suicide Hotline.

ADJOURNMENT

MOTION MADE BY MR. BALTAZAR-LOPEZ SECONDED BY MR. FITZGERALD that the Regular Meeting of the Milford Board of Education held on Monday, May 16, 2022, adjourn @ 9:09 PM. **Motion passed unanimously.**

Kevin Dickerson, Executive Secretary

Trish Gerken, Recording Secretary

MILFORD SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR BOARD MEETING
MAY 26, 2022

Board Members in Attendance	
Mr. Jason Miller, President	Mr. Kristopher Thompson
Dr. Adam Brownstein	Mrs. Jean Wylie
Mr. Scott Fitzgerald	Dr. Kevin Dickerson, Executive Secretary

The Regular Meeting of the Milford Board of Education was called to order by President Mr. Miller at 8:00 AM on Thursday, May 26, 2022.

PLEDGE OF ALLEGIANCE

ADJOURNMENT TO EXECUTIVE SESSION

MOTION MADE BY MR. THOMPSON/SECONDED BY DR. BROWNSTEIN to adjourn into Executive Session at 8:02 AM. **Motion passed unanimously.**

RETURN TO OPEN SESSION

MOTION MADE BY MR. THOMPSON/SECONDED BY MRS. WYLIE to adjourn Executive Session at 8:35 AM. **Motion passed unanimously.**

PERSONNEL – Dr. Peel

Personnel Report

MOTION MADE BY MRS. WYLIE/SECONDED BY DR. BROWNSTEIN to accept the Personnel Report as presented during Executive Session.

City Project Partnership – Multi-modal pathway on MSD property along 10th street

Dr. Dickerson presented the City of Milford's proposal of a multi-modal pathway along 10th street on school district property between the Briggs Stadium parking lot and 10th street. Dr. Dickerson stated there is not a permanent easement draft from the City at this time. The school district has requested a permanent easement. Dr. Brownstein expressed safety concerns regarding parking during busy school events such as football games. Mr. Miller suggested looking at storm water management to see if there are adequate resources to handle storm water runoff with the additional impervious surface that the pathway would create. The Board suggested that this item be brought back to the June meeting if there is a draft of a permanent easement.

PUBLIC COMMENT – none

ADJOURNMENT

MOTION MADE BY MR. THOMPSON/SECONDED BY DR. BROWNSTEIN that the Regular Meeting of the Milford Board of Education held on Thursday, May 26, 2022, adjourn @ 8:47 AM. **Motion passed unanimously.**

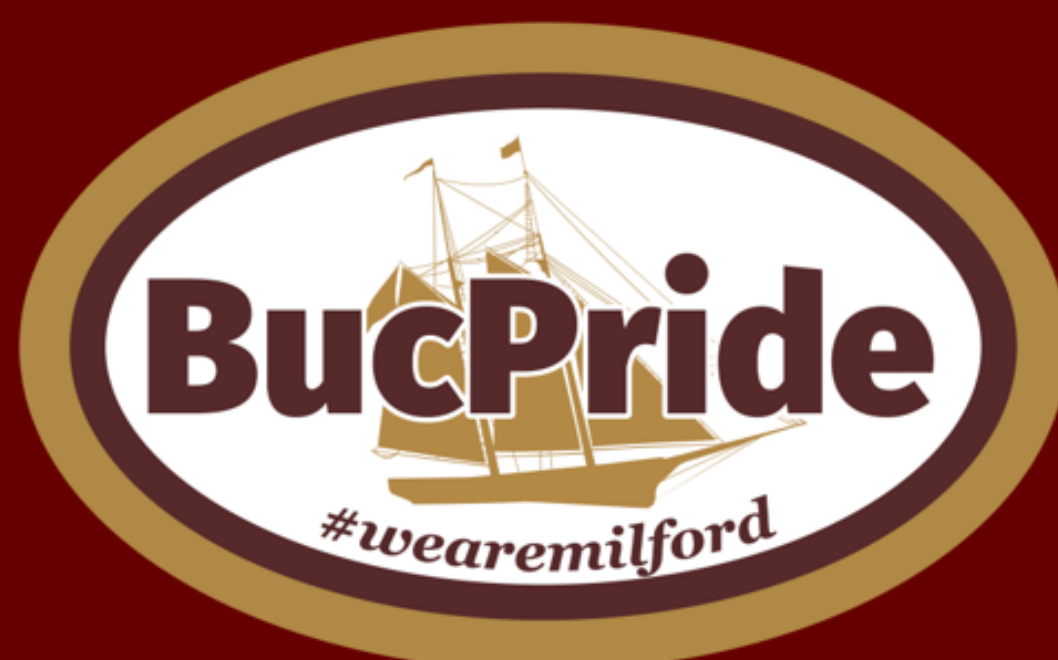
Kevin Dickerson, Executive Secretary

Trish Gerken, Recording Secretary



CRAIG SMITH

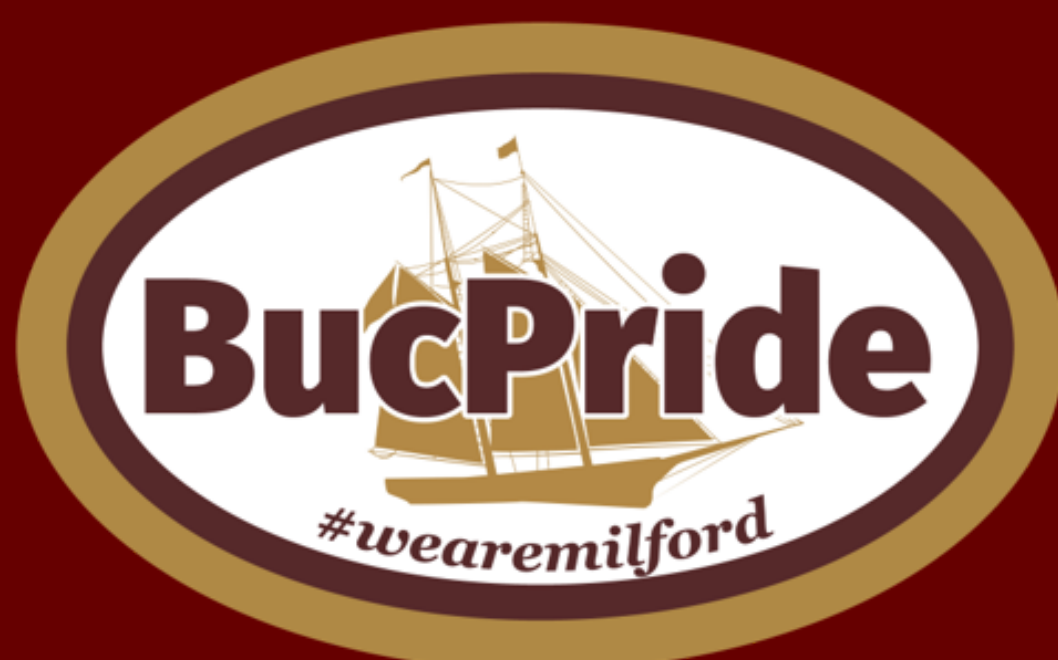
CUSTODIAN EMPLOYEE OF THE YEAR





RUDY HITCHENS

MAINTENANCE EMPLOYEE OF THE YEAR





STEPHANIE DELORENZO

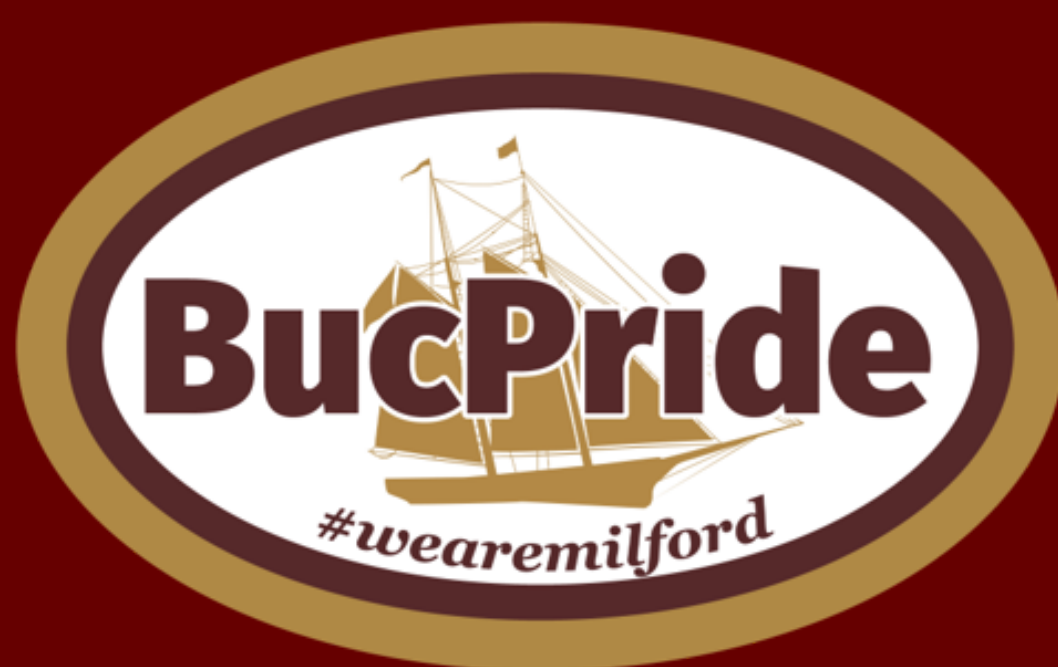
RELATED SERVICES EMPLOYEE OF THE YEAR





COLLEEN DEAN

SCHOOL NURSE OF THE YEAR





SHRONDA DANIELS

CHILD NUTRITION EMPLOYEE OF THE YEAR





AUSTIN DUKES

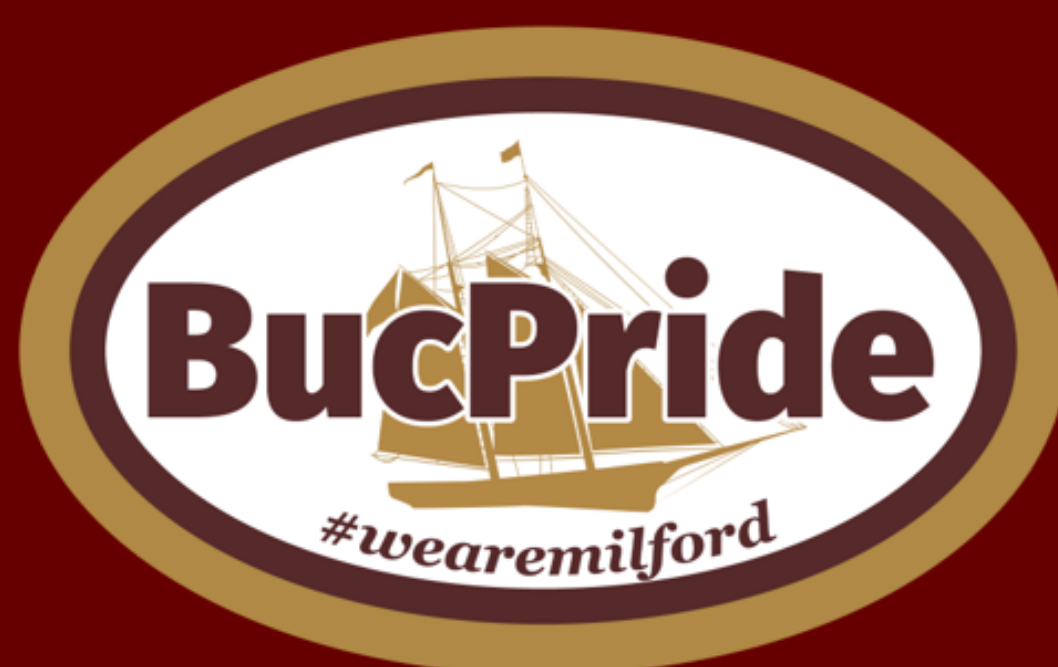
TECHNOLOGY EMPLOYEE OF THE YEAR





KATE LYNCH

COUNSELOR OF THE YEAR





DAWN GUYER

SECRETARY OF THE YEAR





CHELSEA MAGEE

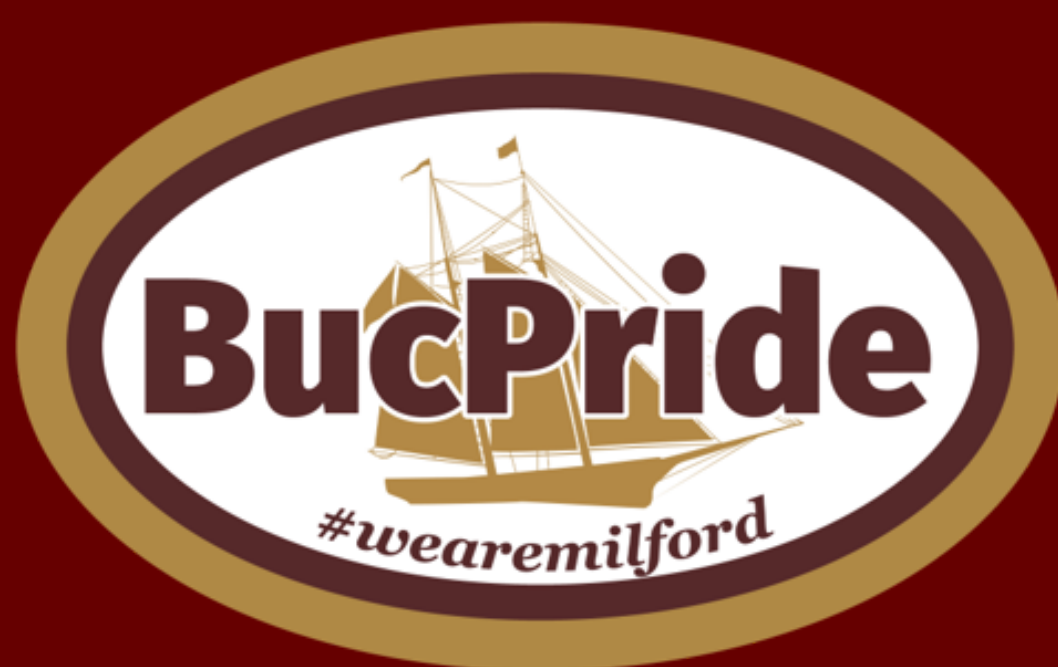
MORRIS PARAPROFESSIONAL OF THE YEAR





JESSICA MAZON

BANNEKER PARAPROFESSIONAL OF THE YEAR





TYNICE DUFFIE

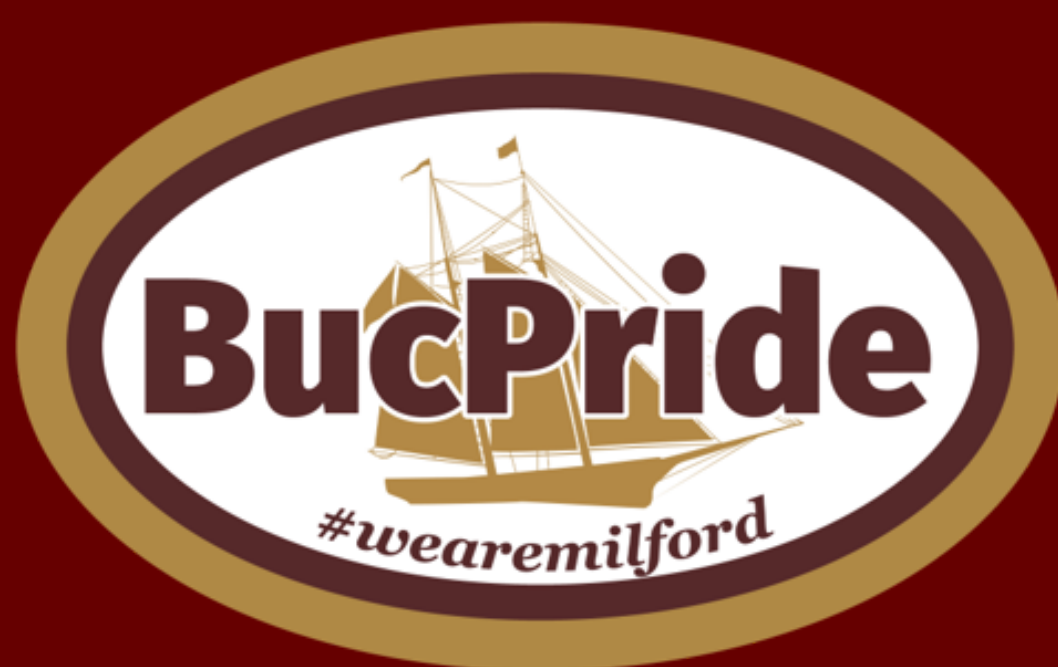
MISPILLION PARAPROFESSIONAL OF THE YEAR





JAWON SIVELS

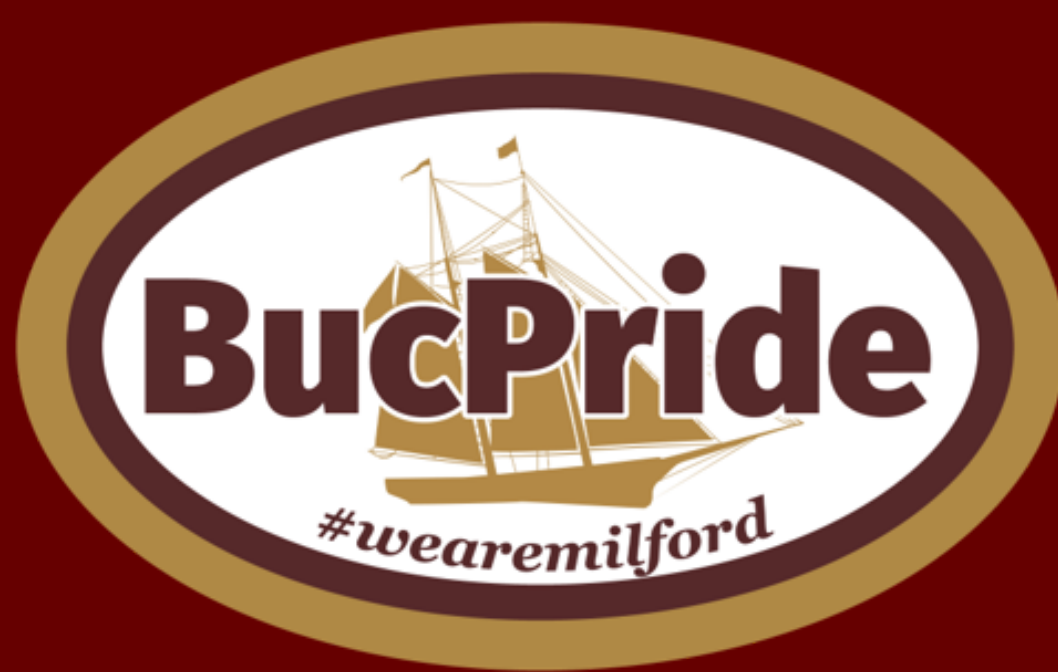
MCA PARAPROFESSIONAL OF THE YEAR





CHRISTOPHER TIMM

MHS PARAPROFESSIONAL OF THE YEAR





LISA MCQUEEN

DISTRICT PARAPROFESSIONAL OF THE YEAR





**MILFORD SCHOOL DISTRICT
FACILITIES NAMING APPROVAL FORM
NOMINATION FORM TO NAME A FACILITY**

Request for Functional, Administrative, Honorific, or Commemorative Naming

Date of Request March 31, 2022

Name of Nominator Paula Bragg, MHS c/o 1995

Facility, Space or Program Current Name (if any) Milford High School Auditorium

Proposed Name Buccaneer Theatre (dedicated "In Memory of Dr. Gerald W. Thompson") *See below for another idea See attached Location MHS

Rationale for Proposed Name See attached

Proposed name cont'd: We are open to other options that might incorporate his name. ex: Dr. Gerald W. Thompson Center for the Performing Arts

For Office Use Only

Superintendent's Office

Date Received APRIL 4, 2022

Board Approval Date _____

A Commemorative Naming of a facility must obtain the permission of the Board (Policy 3107)

Approvals

Board President _____ Date: _____

Superintendent _____ Date: _____

Chief Financial Officer _____ Date: _____

Milford School District Policy 3107 states Board approval is required for the naming of all facilities

**MILFORD SCHOOL DISTRICT
FACILITIES NAMING APPROVAL FORM
NOMINATION FORM TO NAME A FACILITY**

I. Submitted by:

Name (please print) Paula Bragg
Mailing Address 1216 S. Curley St. Baltimore, MD 21224
Phone Number 410-960-2218
Email Address pjbragg@gmail.com
Signature *Paula J. Bragg*
Date March 31, 2022

II. PERMISSION: If you are nominating a facility to be named after a person, please provide contact information for the nominee and/or nominee's family:

Name (please print) Colleen A. Thompson
Mailing Address 907 Pecan Ave. Milford, DE 19963
Phone Number 302-422-6842 | 302-745-5570
Email Address ca_thom@comcast.net
Relationship Spouse

III. All submissions must be in writing on this form, with supplemental materials, and include an essay that includes the following information:

- ❖ Biographical or historical data
- ❖ Description of the significant contribution(s) or historical significance
- ❖ An impact statement explaining why a facility school should be named for this individual, group, place, or geographical area

IV. If you are nominating an individual or group, you must submit five letters of recommendation from non-relatives residing within MSD boundaries to support your nomination

V. Supplemental materials to accompany the nomination form can include but not be limited to:

- ❖ In-depth biographical or historical information
- ❖ News clippings/photos
- ❖ Other printed resources that would assist the committee for making a decision

To submit nomination forms, letters or recommendation, essay and/or supplemental materials please send by mail to:

Administrative Assistant – Superintendent

Office of the Superintendent

Milford School District

906 Lakeview Avenue

Milford, DE 19963

Or by email to: info@msd.k12.de.us

Questions may be directed to the Office of the Superintendent at 302-424-8817

**CITY MILFORD POLICE DEPARTMENT/MILFORD SCHOOL DISTRICT SCHOOL
RESOURCE OFFICER/CROSSING GUARD MOU AGREEMENT**

This Agreement is made, this ____ day of _____ 2022 , by and between the SCHOOL DISTRICT OF MILFORD (hereinafter School District") and the CITY OF MILFORD POLICE DEPARTMENT (hereinafter "Police Department") as follows:

WITNESSETH:

WHEREAS, the Police Department agrees to provide the School District a School Resources Officer (SRO) Program in the School District; and

WHEREAS, the Police Department agrees to provide School Crossing Guards within the City; and

WHEREAS, the School District and the Police Department desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the SROs in the School District;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Cost of the SRO Program

The cost of the SRO Program shall be paid by the parties as set forth herein. It is agreed that the Milford School District will remit to the City of Milford the amounts scheduled herein per assigned officer per school year to support Milford Schools each year for five years (Refer to Terms of Agreement). If assigned officers leave employment and are not replaced, or are deployed elsewhere for a period of at least five consecutive school days with no replacement, the cost will be adjusted on a pro rata basis, based on the percentage of the school year served. The resulting cost reduction will be applied as a credit against the scheduled SRO cost for the following school year, unless the School District requests a cash refund, which is payable by July 31 following the year of the adjustment. If the School District requests and the Police Department accommodates additional officer(s) during the school year for a period of at least five consecutive school days, the cost will be adjusted on a pro rata basis, based on the percentage of the school year served. The resulting cost addition will be applied as a billing adjustment on the scheduled SRO cost for the following year, unless the City requests a cash payment, which is payable by July 31 following the year of the adjustment.

<u>School Year</u>	<u>Cost per SRO</u>
2022-23	\$72,500
2023-24	\$76,250
2024-25	\$80,000
2025-26	\$83,750
2026-27	\$87,500
Renewal Term(s)	Prior Year x 1.05

2. Cost of the School Crossing Guards

The cost of the School Crossing Guard Program shall be paid by the parties as set forth herein. It is agreed that the Milford School District will remit to the City of Milford \$5,000 per school year to support crossing guards within the City for Milford Schools each year for five years (Refer to Terms of Agreement).

<u>School Year</u>	<u>Program Cost</u>
2022-23	\$5,000
2023-24	\$5,000
2024-25	\$5,000
2025-26	\$5,000
2026-27	\$5,000
Renewal Term(s)	Prior Year x 1.05

3. Employment of School Resource Officers/School Crossing Guards

- A. The SROs and crossing guards shall be employees of the Police Department and shall be subject to the administration, supervision and control of the Police Department.
- B. The SROs and crossing guards shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.
- C. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs and crossing guards.
- D. A joint committee composed of representatives of the Police Department and the School District shall make recommendations for the SRO and crossing guard positions to the Chief of Police who shall assign such personnel. If a principal is dissatisfied with any appointed employee who has been assigned to that principal's school, then that principal may request to the Superintendent that a new employee be assigned. The Superintendent will then consult with the Chief of Police to discuss the request.
- E. The Police Department will provide at least one but no more than three (3) SROs to the School District.

4. Assignment of School Resource Officer

The Milford Police Department agrees to provide School Resource Officers to the Milford School District to be assigned throughout the district based on need and as Police personnel are available to be assigned.

5. Duty Hours

- A. Whenever possible, it is the intent of the parties that the SROs and crossing guards' duty hours shall conform to the school day.
- B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.

- C. In the event of an emergency, SROs may be ordered by the Police Department to leave their school during normal duty hours as described above and to perform other services for the Police Department
- D. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in the Police Department and the principal of the school to which the SRO is assigned. Remaining SRO's in the School District will provide coverage as needed to the school.
- E. It is recognized that SROs may complete other assigned duty during the school day that are unrelated to the School District.

6. Term of Agreement

The initial term of this Agreement is five (5) years commencing on the 1st day of July 2022 and ending on the 30th day of June 2027. Following the initial five-year term, this agreement shall be automatically renewed for successive one-year periods unless either party requests termination or modification of this agreement. Any such request shall be made in writing with a minimum of six months' notice. If both parties agree, amendments may be made to the agreement in writing.

7. Duties of School Resource Officers

The SRO's duties will include, but not be limited to, the following:

- A. To be an extension of the principal's office for assignments consistent with this Agreement.
- B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus.
- C. To act as the designee of the campus administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property.
- D. To provide a classroom resource for law education using approved materials.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.
- G. To make appearances before site councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.
- H. To document activities of all SROs on and off campus and as a compiler of a monthly report to be provided to the Police Department.
- I. The SRO will be involved in school discipline, when it pertains to preventing a potential disruption that would, if ignored, place students, faculty and staff at risk of harm, the

SRO will resolve the problem to preserve the school climate.

- J. IN ALL OTHER CASES, disciplining students is a School District responsibility, and the SRO will take students who violate the code of conduct to the principal where school discipline can be meted out.
- K. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the Police Department or other agencies involving students on a campus served by an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off- campus investigation(s).
- L. The SRO will coordinate his/her actions with the administrator for law enforcement cases.
- M. All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests of any student should be referred to the campus SRO.
- N. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency- and delinquency-prone youths and their families. Referrals will be made when necessary.
- O. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- P. The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.
- Q. The SRO may be asked to provide community wide crime prevention presentations that include, but are not limited to:
 - 1. Drugs and the law - Adult and juvenile;
 - 2. Alcohol and the law - Adult and juvenile;
 - 3. Sexual assault prevention;
 - 4. Safety programs - Adult and juvenile;
 - 5. Assistance in other crime prevention programs as assigned.
- R. The SROs will wear approved department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or police department. The Chief of Police and the principal shall jointly set expectations and resolve any disputes in this area.
- S. The SROs will wear their department authorized duty weapons in accordance with department policy.
- T. It is understood that at the end of the calendar school year, and until the start of the next school year, SRO's are assigned to the Community Policing Unit and will perform duties within the City of Milford under the direction of their Sergeant.

8. School Crossing Guard Duties

School crossing guards shall be deployed for 30 minutes during school arrival and 30 minutes during school dismissal.

9. Chain of Command.

- A. As employees of the Police Department, SROs will be subject to the chain of command of the Police Department.
- B. In the performance of their duties, SROs shall coordinate and communicate with the principal or the principals' designee of the school to which they are assigned.

10. Transporting Students.

- A. SROs shall not transport students in Police Department vehicles except:
 - 1. When the students are victims of a crime, under arrest, or some other emergency circumstances exist; and
 - 2. When students are suspended and/or sent home from school pursuant to school disciplinary actions, if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel. The SRO will require a member of the school staff to ride to the destination.
- B. Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.
- C. SROs shall notify school personnel upon removing a student from campus.

11. Access to Education Records.

- A. School officials shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law.
- B. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.
- C. If confidential student records information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first written above.

By: _____
Arthur J. Campbell
Mayor
City of Milford

Attest: _____

By: _____
Kevin A. Dickerson, Ed.D.
Superintendent
Milford School District

Attest: _____

DRAFT



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

FY 2022-2023 SCHEDULE OF BOARD MEETINGS

DRAFT

July 11, 2022	6:00 pm	Reorganization Meeting/Regular Meeting
August 1, 2022	6:00 pm	Regular Meeting
August 22, 2022	6:00 pm	Regular Meeting
September 19, 2022	6:00 pm	Regular Meeting
October 17, 2022	6:00 pm	Regular Meeting
November 21, 2022	6:00 pm	Regular Meeting
December 19, 2022	6:00 pm	Regular Meeting
January 23, 2023	6:00 pm	Regular Meeting
February 27, 2023	6:00 pm	Regular Meeting
March 20, 2023	6:00 pm	Regular Meeting
April 17, 2023	6:00 pm	Regular Meeting
May 15, 2023	6:00 pm	Regular Meeting
June 26, 2023	6:00 pm	Regular Meeting

Board Approved:



Delaware School Boards Association
Serving Delaware School Boards Since 1946

May 16, 2022

Milford School District DSBA Membership Dues
July 1, 2022 through June 30, 2023

316.85 Units (1)	\$6,785.00
First 50 Units	@ \$4.00 each x 11.0 = \$2,200.00
Second 50 Units	@ \$3.00 each x 11.0 = \$1,650.00
Third 50 Units	@ \$2.00 each x 11.0 = \$1,100.00
Over 150-1,200 Units Maximum	@ \$1.00 each x 11.0 = <u>\$1,835.00</u>
Total Due:	\$6,785.00

(1) November 13th 2021 student enrollment and allotment report, published by DOE

NOTE: This dues amount represents the reduction in the multiplier from 13.0 to 11.0 approved by the DSBA Board of Directors for the FY-22 dues billing.

Please make check payable to: Delaware School Boards Association
P.O. Box 1277
Dover, DE 19903

*Thank you for your continued support of the
Delaware School Boards Association*

P.O. Box 1277 Dover, DE 19903
Office (302) 678-2265 Cell (302) 242-2265
Delawaresba@gmail.com
www.desba.org

ATHLETIC TRAINING SERVICES AGREEMENT

This ATHLETIC TRAINING SERVICES AGREEMENT (this “Agreement”) is entered into on August 1, 2022 (“Effective Date”), by and between **Milford High School (“School”)** and **Premier Physical Therapy and Sports Performance, LP (“Provider”)**. School and Provider are collectively referred to as the “Parties” and individually as a “Party.”

WHEREAS, Provider is in the business of providing athletic training services;

WHEREAS, School desires to make athletic training services and related rehabilitation services available for student-athletes participating in the School’s athletic programs; and

WHEREAS, School and Provider desire to enter into an agreement under the terms of which Provider will provide athletic training services for School’s student athletes participating in the School’s athletic programs.

NOW, THEREFORE, for good and valuable consideration received, the Parties mutually agree to the following:

1. **Services Provided.** Provider will make available certified and licensed athletic trainer (“ATC”) to School to provide injury assessment, prevention, recognition, evaluation, immediate care and reconditioning, and rehabilitation to each student athlete (“Student”) in need as follows (“Services”).

- 1.1 **Home Athletic Events.** The ATC will cover School’s home athletic events with an emphasis on attendance at the events determined by Provider to be the highest level of risk to the Student as needed.

- 1.2 **Practices.** Should no home athletic events exist on a given day, the ATC would cover practices at School which are determined to have the highest risk to a Student.

- 1.3 **Training Room Activities.** The ATC will be available in School’s athletic training room at the high school bi-weekly immediately after school to engage in evaluation, rehabilitation, and prevention of athletic injuries. The duration of time the ATC would be available will be determined by the length of time needed to evaluate, rehabilitate, and prevent injuries of the Student. Should a high-risk practice or home event commence, the ATC will make that practice or home event the priority.

- 1.4 **Away Football Games and Playoff Games.** The ATC will travel and cover School’s away football games and sanctioned playoff games on an as needed.

- 1.5 **Basic On-Site Rehabilitation Services.** ATC will provide basic on-site rehabilitation to Students at School bi-weekly.

- 1.6 **Schedule Changes.** School is responsible for timely notifying Provider of any changes made to the date, time or location of services contemplated herein. Provider must receive a minimum of 24 hours prior written notice of any such changes. If changes are made to an event schedule more than 24 hours prior to an event, School will notify Provider in writing as soon as the event has changed.

2. **Term and Termination.**

- 2.1. **Term.** The Initial Term of this Agreement shall be for one (1) years, commencing on the Effective Date. Thereafter, this Agreement will automatically renew for one (1) year terms (“Renewal Term”), unless terminated by either Party, as consistent with Section 2.2 below.

2.2. **Termination.** Either Party may terminate this Agreement for any reason by giving the other Party thirty (30) days advance written notice. Notice should be given as outlined below in Section 6.

2.3. **Effects of Termination.** The effect of termination of this Agreement as hereinabove provided shall be that neither Party shall have any further obligation hereunder except for obligations accruing prior to the date of termination and obligations by their nature extending beyond the date of termination.

2.4 **Termination Prior to Initial Term.** Provider reserves the right to terminate this Agreement prior to the Initial Term if Provider cannot provide an ATC by to support this Agreement.

3. **Compensation.** In consideration for ATC Services, School shall pay Provider Four Thousand Dollars (**\$4,000.00**) per month, August through May. The total annual fee School agrees to pay Provider is Forty Thousand Dollars (**\$40,000.00**).

4. **Insurance.** Provider agrees to maintain professional liability insurance coverage of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate per year. Provider will make available a Certificate of Insurance, as proof of such coverage upon request.

5. **Independent Contractor.** In the performance of the work, duties, and obligations specified in this Agreement, it is mutually understood and agreed by the Parties that Provider is at all times acting and performing as an independent contractor to Company in the provision of Services. Provider and School expressly negate any intent to create, and this Agreement shall not be construed as creating, any partnership, joint venture, employer-employee relationship, or any other relationship except that of independent contractor.

6. **Notice.** Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing and sent by certified mail, return receipt requested, postage prepaid or overnight delivery service, return receipt requested, to the Party's address listed below. Notices shall be effective upon receipt.

<u>School</u> Milford Hugh School 1019 N Walnut Street Milford, DE 19963 Attn: Nicholas Brannan, Athletic Director	<u>Provider</u> Premier Physical Therapy and Sports Performance, LP 210 Cleaver Farm Road, Suite 1 Middletown, Delaware 19709
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7. **Prohibition of Assignment.** This Agreement is personal to the Parties hereto, and neither this Agreement nor any of the rights, privileges or duties arising from this Agreement may be assigned, transferred, or delegated unless specifically provided herein.

8. **Consent/HIPAA Compliance/Security of Student Records** School shall ensure that each Student shall enter into (a) a consent to allow Provider to render services, and (b) an agreement authorizing the release of their health information to the school's athletic department and to Provider. School shall provide Provider with one or more file cabinets with secure locks for storage of student records related to the Services provided herein. School shall ensure that such cabinets are located in an area which is secure and not accessible by outside Parties.

9. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

10. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, and the basis of the bargain of this Agreement is not thereby destroyed, such invalidity, illegality, or unenforceability shall not affect the remainder of this Agreement, which shall be, and remain in full force and effect, and enforceable in accordance with its terms.

11. **Non-Solicitation and Non-Hire.** During the term of this Agreement and for a period of one (1) year thereafter, School, without obtaining prior written consent of Provider, will not, directly or indirectly employ, hire, contract with, recruit, or attempt to recruit for employment, or solicit, or encourage to leave employment, any person who is or has been an employee of Provider or any of its affiliates and is providing or has provided Services on behalf of Provider.

12. **Dispute Resolution.** If a dispute arises out of or relates to this Agreement (*e.g.*, number of hours billed by Provider), or the breach, thereof, the Parties shall negotiate in good faith to settle the dispute.

13. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subjects stated in this Agreement. This Agreement may be changed, amended or modified only by written agreement endorsed hereon and signed by School and Provider.

14. **Indemnification.** Each Party shall indemnify and hold harmless the other Party from any and all claims, losses, costs and expenses arising in whole or in part out of the negligence, misconduct or gross negligence of any of such indemnifying Party's personnel, representatives, employees, contractors, related to this Agreement

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in multiple originals as of the day and year first above written.

SCHOOL: Milford High School

By: _____
Nicholas Brannan, Athletic Director

PROVIDER: Premier Physical therapy and Sports Performance, LP
By: Premier Management GP, LLC

By: _____
Eric Williams, Vice President

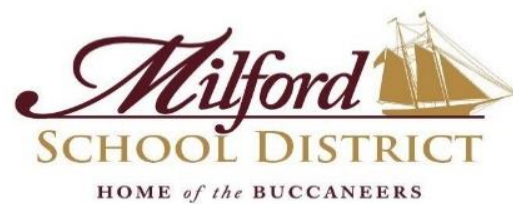
MILFORD SCHOOL DISTRICT
Fiscal Year 2022 Monthly Revenue Report
As of May 31, 2022
91.7% of the Fiscal Year completed

REVENUE SOURCE	Final FY 2022 Budget	Actual to date	% received
STATE FUNDS			
Formula Salaries	31,524,499.24	27,112,833.75	86.01%
Cafeteria Salaries	534,844.00	636,709.00	119.05%
Division II, All Other Costs	937,653.00	937,653.00	100.00%
Division II, All Other Costs - VOC	106,221.00	106,221.00	100.00%
Division II, Energy	810,530.00	810,530.00	100.00%
Division III, Equalization	5,900,596.00	5,900,596.00	100.00%
State Transportation	3,151,021.04	3,252,472.92	103.22%
Homeless Transportation	474,933.00	474,933.00	100.00%
Foster Care Transportation	27,561.00	65,561.00	237.88%
Transportation Supply	1,000.00	1,000.00	100.00%
Related Services Cash Option	94,688.00	92,154.37	97.32%
Drivers' Education	19,305.00	19,305.00	100.00%
Unique Alternatives	558,364.63	558,364.63	100.00%
Delaware Sustainment Fund	825,605.00	825,605.00	100.00%
Technology Block Grant	110,493.00	110,493.00	100.00%
Educator Accountability	3,548.64	3,548.64	100.00%
World Language Expansion	30,000.00	30,000.00	100.00%
Education Opportunity Grant	1,231,277.00	1,231,277.00	100.00%
Education Opportunity Grant - Mental Health	286,203.00	286,203.00	100.00%
Student Success Block Grant - Reading	330,148.00	330,148.00	100.00%
Dual Enrollment	-	3,641.21	
Minor Capital Improvements	409,948.00	409,948.00	100.00%
Major Capital Improvements	-	6,707,200.00	
TOTAL STATE FUNDS	47,368,438.55	49,906,397.52	105.36%
LOCAL FUNDS			
Current Expense (tax rate)	8,884,200.00	9,054,215.04	101.91%
Current Expense (capitations)	200.00	23.54	11.77%
Athletics	28,000.00	39,499.53	141.07%
Interest	-	-	
Building Rental	1,500.00	4,040.00	269.33%
Other Local Revenue	18,500.00	10,326.39	55.82%
Sol - Systems	1,500.00	-	0.00%
Energy Curtailment	15,000.00	-	0.00%
CSCR	15,000.00	27,862.20	185.75%
Indirect Costs	75,000.00	60,200.84	80.27%
Cafeteria	1,550,000.00	3,043,444.37	196.35%
Net Choice Billings	(168,613.38)	(168,613.37)	100.00%
Net Charter Billings	(146,389.20)	(146,389.21)	100.00%
Tuition Billings	(2,100,000.00)	(1,939,074.44)	92.34%
Social Studies Coalition/Donations	107,000.00	69,471.28	64.93%
Debt Service	1,250,000.00	1,288,421.77	103.07%
Debt Service - County Impact Fees	78,343.00	101,612.80	129.70%
Tuition	2,800,000.00	2,885,703.68	103.06%
Minor Capital Improvements	273,299.00	281,512.22	103.01%
E-Rate	-	96.00	
Education Opportunity Match	-	-	
Extra Time Local Match	-	-	
Reading and Match Specialist Match	-	-	
Technology Maintenance Match	-	-	
Major Capital Improvements	-	-	
TOTAL LOCAL FUNDS	12,682,539.42	14,612,352.64	115.22%
FEDERAL FUNDS			
IDEA Part B	1,167,712.00	1,174,637.00	100.59%
IDEA - Preschool	56,109.00	56,171.00	100.11%
Title I	2,014,619.00	2,022,248.00	100.38%
Title II	374,980.00	375,500.00	100.14%
Title III English Acquisition	69,643.00	69,643.00	100.00%
School Emergency Relief (ESSERF)	293,794.00	293,794.00	100.00%
Perkins	141,416.00	131,742.00	93.16%
TOTAL FEDERAL/OTHER FUNDS	4,118,273.00	4,123,735.00	100.13%
GRAND TOTAL ALL FUNDS	64,169,250.97	68,642,485.16	106.97%

Milford School District
Monthly Report of Expenditures
For the month ended May 31, 2022

Operating Unit	Budget Line	Final Budget			Budget	
		Amount	Encumbered	Expended	Remaining	% Remaining
9180668A	Benjamin Banneker Elementary School	\$ 60,102.00	5,316.06	25,783.78	\$ 29,002.16	48.25%
9180670A	Evelyn I. Morris Early Childhood Center	\$ 60,059.00	6,452.55	46,344.12	\$ 7,262.33	12.09%
9180672A	Lulu M. Ross Elementary School	\$ 80,278.00	4,070.47	43,500.14	\$ 32,707.39	40.74%
9180673A	Misphillion Elementary School	\$ 64,154.00	7,025.67	32,312.73	\$ 24,815.60	38.68%
9180675A	Milford Central Academy	\$ 131,136.00	7,900.55	100,794.38	\$ 22,441.07	17.11%
9180678A	Milford Senior High School	\$ 167,904.00	7,318.49	90,618.14	\$ 69,967.37	41.67%
99900000	Board Of Ed/District Expenses	\$ 9,000.00	-	6,650.00	\$ 2,350.00	26.11%
	School Resource Officer	\$ 165,000.00	3,752.50	135,386.47	\$ 25,861.03	15.67%
99900100	Legal Services, Audit and Insurance Premiums	\$ 180,000.00	17,681.36	49,006.84	\$ 113,311.80	62.95%
99900300	District Expenditures	\$ 35,000.00	2,014.53	23,081.26	\$ 9,904.21	28.30%
	Public Relations and Communication	\$ 45,000.00	-	35,187.00	\$ 9,813.00	21.81%
	Copy Center (District Wide)	\$ 98,500.00	9,077.15	87,540.28	\$ 1,882.57	1.91%
	Student Emergency Fund	\$ 4,000.00	-	-	\$ 4,000.00	100.00%
99910100	Superintendent	\$ 1,500.00	83.59	823.13	\$ 593.28	39.55%
99920000	World Language Immersion (State Grant)	\$ 30,000.00	-	1,000.67	\$ 28,999.33	96.66%
	Educator Accountability (State Grant)	\$ 3,548.64	57.53	2,979.59	\$ 511.52	14.41%
	Student Success Block Grant (Reading)	\$ 330,148.00	-	330,148.00	\$ -	0.00%
	Opportunity Grant Mental Health	\$ 286,203.00	-	60,100.00	\$ 226,103.00	79.00%
	Education Opportunity Grant	\$ 1,231,277.00	173.91	106,694.91	\$ 1,124,408.18	91.32%
	Summer School	\$ 30,000.00	-	-	\$ 30,000.00	100.00%
	Translators	\$ 20,000.00	-	1,706.86	\$ 18,293.14	91.47%
	Extra Time Programs	\$ 30,000.00	-	-	\$ 30,000.00	100.00%
99920700	Curriculum and Instruction	\$ 246,000.00	-	57,320.11	\$ 188,679.89	76.70%
	Athletics - High School	\$ 170,000.00	19,280.58	147,773.50	\$ 2,945.92	1.73%
	Athletics - Milford Central Academy	\$ 30,000.00	7,097.04	17,285.18	\$ 5,617.78	18.73%
	Driver's Education	\$ 19,305.00	-	19,305.00	\$ -	0.00%
99930200	Tuition - Special Services	\$ 584,500.00	42,826.35	259,294.97	\$ 282,378.68	48.31%
	Tuition - Special Services - ILC	\$ 315,000.00	784.67	200,871.11	\$ 113,344.22	35.98%
	Unique Alternatives (State Funds)	\$ 558,364.63	103,193.67	449,152.89	\$ 6,018.07	1.91%
99930300	Special Services	\$ 49,000.00	221.24	33,553.87	\$ 15,224.89	31.07%
	Special Services - State Related Services	\$ 94,688.00	47,221.00	34,005.00	\$ 13,462.00	14.22%
99940100	Contingencies and One-Time Items	\$ 500,000.00	310,676.56	187,287.60	\$ 2,035.84	0.41%
99940200	Division I/Formula Salaries	\$ 31,524,499.24	-	29,134,453.29	\$ 2,390,045.95	7.58%
99940300	Division II - Vocational	\$ 106,221.00	-	8,057.64	\$ 98,163.36	92.41%
99940400	Division III/Local Salaries	\$ 11,350,000.00	-	10,087,349.24	\$ 1,262,650.76	11.12%
	Union agreed Limited Contracts	\$ 385,000.00	-	256,264.22	\$ 128,735.78	33.44%
99940500	Title I	\$ 2,014,619.00	346,511.81	673,484.31	\$ 994,622.88	49.37%
	Title II	\$ 374,980.00	-	-	\$ 374,980.00	100.00%
	Title III	\$ 69,643.00	-	7,938.48	\$ 61,704.52	88.60%
	IDEA Part B	\$ 1,167,712.00	-	-	\$ 1,167,712.00	100.00%
	IDEA Preschool	\$ 56,109.00	-	12,964.31	\$ 43,144.69	76.89%
	Perkins	\$ 141,416.00	2,788.65	5,217.75	\$ 133,409.60	94.34%
	Homeless	\$ -	-	-	\$ -	
	Other Federal Grants	\$ 293,794.00	57,262.00	55,825.00	\$ 180,707.00	
99940600	Insurance Expense	\$ 113,229.00	-	113,229.00	\$ -	0.00%
99940700	Social Studies Coalition/Donations	\$ 107,000.00	501.08	112,053.23	\$ (5,554.31)	-5.19%
99940810	Technology Equipment & Repair	\$ 272,800.00	31,814.69	166,228.02	\$ 74,757.29	27.40%
	Technology Block Grant	\$ 110,493.00	10,458.48	100,034.52	\$ -	0.00%
99940900	Tuition Reimbursement - Administration	\$ 15,000.00	-	7,499.99	\$ 7,500.01	50.00%
	Tuition Reimbursement	\$ 70,000.00	-	35,000.00	\$ 35,000.00	50.00%
99950000	Personnel/Human Resources	\$ 10,000.00	83.59	9,022.31	\$ 894.10	8.94%
99960000	Child Nutrition Operations	\$ 1,448,135.00	194,419.03	2,460,615.01	\$ (1,206,899.04)	-83.34%
	Cafeteria Salaries	\$ 636,709.00	-	596,198.85	\$ 40,510.15	6.36%
99960100	Facilities Maintenance	\$ 90,000.00	558.51	53,702.46	\$ 35,739.03	39.71%
	Custodial Services and Supplies	\$ 90,000.00	1,170.00	61,097.46	\$ 27,732.54	30.81%
99960200	Operations and Utilities	\$ 306,500.00	31,395.48	258,537.32	\$ 16,567.20	5.41%
	Energy Division II	\$ 810,530.00	209,293.87	386,419.96	\$ 214,816.17	26.50%
99960300	State Transportation	\$ 3,151,021.04	263,760.89	2,912,744.54	\$ (25,484.39)	-0.81%
	State Homeless Transportation	\$ 474,933.00	84,838.95	384,819.75	\$ 5,274.30	1.11%
	State Foster Transportation	\$ 27,561.00	6,854.55	59,680.45	\$ (38,974.00)	-141.41%
	Transportation Supplies	\$ 1,000.00	-	-	\$ 1,000.00	100.00%
99960400	Transportation Internal Budget (Local)	\$ 23,000.00	620.19	5,424.84	\$ 16,954.97	73.72%
	Local Activities Transportation	\$ 3,000.00	-	-	\$ 3,000.00	100.00%
	Local Homeless Transportation Match	\$ 47,493.30	9,426.55	43,317.75	\$ (5,251.00)	-11.06%
	Local Transportation Match	\$ 314,688.78	29,306.76	327,789.45	\$ (42,407.43)	-13.48%
Total Operating Budget		\$ 61,236,753.63	\$ 1,883,290.55	\$ 50,920,476.68	\$ 8,432,986.40	13.77%
99970000	Local Debt Service	\$ 1,187,584.61	-	1,187,584.61	\$ -	0.00%
99970200	Minor Capital Improvements	\$ 683,247.00	500,000.00	-	\$ 183,247.00	26.82%
Total Capital Budget		\$ 1,870,831.61	\$ 500,000.00	\$ 1,187,584.61	\$ 183,247.00	9.79%
Grand Total		\$ 63,107,585.24	\$ 2,383,290.55	\$ 52,108,061.29	\$ 8,616,233.40	13.65%

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.

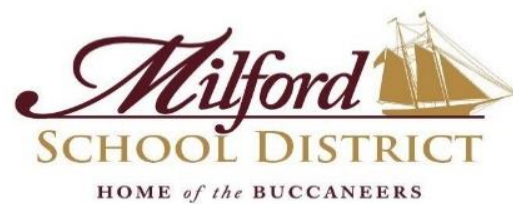


Adjusted Final Fiscal Year 2022 Revenue Budget as of 5-31-22

REVENUE SOURCE	Final FY 2021 Budget	Adjusted Final FY 2022 Budget
STATE FUNDS		
Formula Salaries	29,735,617.60	31,524,499.24
Cafeteria Salaries	594,271.00	636,709.00
Delaware Sustainment Fund	811,121.00	825,605.00
Academic Excellence Cash Option	-	-
Related Services Cash Option	105,208.55	92,154.37
Division II, All Other Costs	902,811.00	937,653.00
Division II, All Other Costs - VOC	113,042.00	106,221.00
Division II, Energy	788,951.00	810,530.00
Division III, Equalization	5,675,768.00	5,900,596.00
State Transportation	2,929,595.70	3,248,339.68
Transportation - Driver Training	3,788.87	4,133.24
Homeless Transportation	196,566.00	474,933.00
Foster Transportation	55,121.70	65,561.00
Transportation Supply	1,000.00	1,000.00
Unique Alternatives	476,464.52	558,364.63
Drivers' Education	19,113.00	19,305.00
Professional Development	-	-
Technology Block Grant	108,554.00	110,493.00
State Dual Enrollment	-	3,641.21
CPR Instruction	1,066.53	3,548.64
Education Opportunity Grant	453,476.00	1,231,277.00
Education Opportunity Grant - Mental Health	114,802.00	286,203.00
Student Success Block Grant Reading	162,134.00	330,148.00
Student Success Block Grant K-3	119,274.00	-
Child Safety Awareness	5,062.00	-
Critical Needs Reimbursement/Dual Enrollment	8,692.69	-
World Language Expansion	76,902.42	30,000.00
U/D Partnership - Year Long Residencies	83,622.15	-
Substitute Reimbursement - Parental Leave	46,053.01	-
Minor Capital Improvements	369,211.00	409,948.00
Major Capital Improvements	-	-
TOTAL STATE FUNDS	43,957,289.74	47,610,863.01
LOCAL FUNDS		
Current Expense (tax rate)	8,710,000.00	8,884,200.00
Current Expense (capitations)	200.00	200.00
Athletics	0.00	28,000.00
Interest	345,000.00	-
Building Rental	4,500.00	1,500.00
Other Local Revenue	18,500.00	18,500.00
Sol - Systems	1,500.00	1,500.00
Energy Curtailment	15,000.00	15,000.00
E-Rate	5,500.00	-
CSCR	35,000.00	15,000.00
Indirect Costs	85,000.00	75,000.00
Cafeteria	1,100,000.00	2,700,000.00
Net Choice Billings	(164,893.80)	(168,613.38)
Charter Billings	(165,738.77)	(146,389.20)
Tuition Billings	(1,960,000.00)	(2,100,000.00)
Tuition	2,859,500.00	2,800,000.00
Donations	107,000.00	107,000.00
Debt Service	1,260,000.00	1,250,000.00
Debt Service - County	78,343.00	78,343.00
Match Tax - Minor Capital Improvements	246,141.00	273,299.00
Match Tax - Education Opportunity	-	-
Match Tax - Reading and Math Specialists	-	-
Match Tax - Extra Time	-	-
Match Tax - Technology Maintenance	-	-
TOTAL LOCAL FUNDS	12,580,551.43	13,832,539.42
FEDERAL FUNDS		
IDEA	1,126,652.00	1,167,712.00
IDEA - Preschool	55,709.00	56,109.00
TITLE I	1,973,009.00	2,014,619.00
TITLE II	353,387.00	374,980.00
TITLE III	64,917.00	69,643.00
PERKINS	125,895.00	141,416.00
OTHER FEDERAL FUNDS	-	293,794.00
TOTAL FEDERAL/OTHER FUNDS	3,699,569.00	4,118,273.00
GRAND TOTAL ALL FUNDS	60,237,410.17	65,561,675.43

Milford School District
Adjusted Final Expenditure Budget
Fiscal Year 2022

Operating Unit	Operating Unit Description	FY 2021 Final Budget	Adjusted FY 2022 Final Budget	Difference between FY 21 and FY 22	% Difference
9180668A	Benjamin Banneker Elementary School	\$ 58,158.00	\$ 60,102.00	\$ 1,944.00	3%
9180670A	Evelyn I. Morris Early Childhood Center	\$ 59,627.00	\$ 60,059.00	\$ 432.00	1%
9180672A	Lulu M. Ross Elementary School	\$ 81,430.00	\$ 80,278.00	\$ (1,152.00)	-1%
9180673A	Misphillion Elementary School	\$ 63,434.00	\$ 64,154.00	\$ 720.00	1%
9180675A	Milford Central Academy	\$ 127,917.50	\$ 131,136.00	\$ 3,218.50	3%
9180678A	Milford Senior High School	\$ 162,855.00	\$ 167,904.00	\$ 5,049.00	3%
99900000	Board of Education - School Resource Officer	\$ 165,000.00	\$ 165,000.00	\$ -	0%
99900000	Board of Education	\$ 9,000.00	\$ 9,000.00	\$ -	0%
99900100	Legal Services and Audit	\$ 180,000.00	\$ 180,000.00	\$ -	0%
99900300	District Expenditures	\$ 35,000.00	\$ 35,000.00	\$ -	0%
99900300	Public Relations and Communication	\$ 10,000.00	\$ 45,000.00	\$ 35,000.00	350%
99900300	Uniform Assistance	\$ 4,000.00	\$ 4,000.00	\$ -	0%
99900300	School Safety and Security	\$ -	\$ -	\$ -	
99900300	Copy Center (District wide)	\$ 98,500.00	\$ 98,500.00	\$ -	0%
99910100	Superintendent	\$ 1,500.00	\$ 1,500.00	\$ -	0%
99920000	World Language Immersion (State Grant)	\$ 76,902.42	\$ 30,000.00	\$ (46,902.42)	-61%
99920000	Educator Accountability (State Grant)	\$ 1,066.53	\$ 3,548.64	\$ 2,482.11	233%
99920000	Student Success Block Grant - Mental Health	\$ 114,802.00	\$ 286,203.00	\$ 171,401.00	149%
99920000	Student Success Block Grant Reading	\$ 162,134.00	\$ 330,148.00	\$ 168,014.00	104%
99920000	Education Opportunity Grant	\$ 453,476.00	\$ 1,231,277.00	\$ 777,801.00	172%
99920000	Summer School	\$ 30,000.00	\$ 30,000.00	\$ -	0%
99920000	Translators	\$ 20,000.00	\$ 20,000.00	\$ -	0%
99920000	Extra Time Programs	\$ 30,000.00	\$ 30,000.00	\$ -	0%
99920000	Curriculum/Instructional	\$ 244,200.00	\$ 246,000.00	\$ 1,800.00	1%
99920700	Athletics - Middle School	\$ 30,000.00	\$ 30,000.00	\$ -	0%
99920700	Athletics - High School	\$ 170,000.00	\$ 170,000.00	\$ -	0%
99920800	Driver's Education	\$ 19,113.00	\$ 19,305.00	\$ 192.00	1%
99930200	Special School - Tuition ILC	\$ 315,000.00	\$ 315,000.00	\$ -	0%
99930200	Special School - Tuition	\$ 584,500.00	\$ 584,500.00	\$ -	0%
99930200	Special School - Unique Alternatives (State)	\$ 476,464.52	\$ 558,364.63	\$ 81,900.11	17%
99930300	Special Services	\$ 49,000.00	\$ 49,000.00	\$ -	0%
99930300	Student Success Block Grant K-3	\$ 119,274.00	\$ -	\$ (119,274.00)	-100%
99930300	Special Services - State Related Services	\$ 105,208.55	\$ 92,154.37	\$ (13,054.18)	-12%
99940100	Contingencies and One-Time Items	\$ 500,000.00	\$ 500,000.00	\$ -	0%
99940200	Division I Sal/Other State Prg	\$ 29,781,670.61	\$ 31,524,499.24	\$ 1,742,828.63	6%
99940300	Division Ii Vocational	\$ 113,042.00	\$ 106,221.00	\$ (6,821.00)	-6%
99940400	Local Limited Contracts	\$ 365,000.00	\$ 385,000.00	\$ 20,000.00	5%
99940400	Division Iii/Local Salaries	\$ 10,750,000.00	\$ 11,350,000.00	\$ 600,000.00	6%
99940500	Title I	\$ 1,973,009.00	\$ 2,014,619.00	\$ 41,610.00	2%
99940500	Title II	\$ 353,387.00	\$ 374,980.00	\$ 21,593.00	6%
99940500	Title III	\$ 64,917.00	\$ 69,643.00	\$ 4,726.00	7%
99940500	IDEA Part B	\$ 1,126,652.00	\$ 1,167,712.00	\$ 41,060.00	4%
99940500	IDEA Preschool	\$ 55,709.00	\$ 56,109.00	\$ 400.00	1%
99940500	Perkins	\$ 125,895.00	\$ 141,416.00	\$ 15,521.00	12%
99940500	Homeless	\$ -	\$ -	\$ -	
99940500	Other Federal Grants	\$ -	\$ 293,794.00	\$ 293,794.00	
99940600	Insurance	\$ 105,153.00	\$ 113,229.00	\$ 8,076.00	8%
99940700	Private Grants/Donations	\$ 107,000.00	\$ 107,000.00	\$ -	0%
99940810	Technology Equipment & Repair	\$ 272,800.00	\$ 272,800.00	\$ -	0%
99940810	Technology Block Grant	\$ 108,554.00	\$ 110,493.00	\$ 1,939.00	2%
99940900	Tuition Reimbursement - Administrative	\$ 15,000.00	\$ 15,000.00	\$ -	
99940900	Tuition Reimbursement	\$ 60,000.00	\$ 70,000.00	\$ 10,000.00	17%
99950000	Personnel/Hr	\$ 10,000.00	\$ 10,000.00	\$ -	0%
99960000	Child Nutrition Operations	\$ 1,694,271.00	\$ 3,336,709.00	\$ 1,642,438.00	97%
99960100	Facilities Maintenance	\$ 90,000.00	\$ 90,000.00	\$ -	0%
99960100	Custodial Services	\$ 90,000.00	\$ 90,000.00	\$ -	0%
99960200	Energy - Division II	\$ 788,951.00	\$ 810,530.00	\$ 21,579.00	3%
99960200	Local Energy/Utilities	\$ 87,000.00	\$ 87,000.00	\$ -	0%
99960200	Custodial Substitutes	\$ 10,000.00	\$ 10,000.00	\$ -	0%
99960200	Operations/Utilities	\$ 207,500.00	\$ 209,500.00	\$ 2,000.00	1%
99960300	State Transportation	\$ 3,186,072.27	\$ 3,793,966.92	\$ 607,894.65	19%
99960400	Local Transportation	\$ 373,351.30	\$ 439,696.93	\$ 66,345.63	18%
Total Operating Budget		\$ 56,472,496.70	\$ 62,677,051.73	\$ 6,204,555.03	11%
99970000	Local Debt Service	\$ 1,225,976.67	\$ 1,187,584.61	\$ (38,392.06)	-3%
99970200	Minor Capital Improvements	\$ 615,352.00	\$ 683,247.00	\$ 67,895.00	11%
Total Capital Budget		\$ 1,841,328.67	\$ 1,870,831.61	\$ 29,502.94	2%
TOTAL		\$ 58,313,825.37	\$ 64,547,883.34	\$ 6,234,057.97	10.7%
<i>Reserve Allocation</i>		<i>\$ 1,923,584.80</i>	<i>\$ 1,013,792.09</i>	<i>\$ (909,792.71)</i>	
GRAND TOTAL		\$ 60,237,410.17	\$ 65,561,675.43	\$ 5,324,265.26	8.8%



Preliminary Fiscal Year 2023 Revenue Budget

REVENUE SOURCE	Final FY 2022 Budget	Preliminary FY 2023 Budget
STATE FUNDS		
Formula Salaries	31,524,499.24	32,154,989.22
Cafeteria Salaries	636,709.00	636,709.00
Delaware Sustainment Fund	825,605.00	825,605.00
Academic Excellence Cash Option	-	-
Related Services Cash Option	92,154.37	15,000.00
Division II, All Other Costs	937,653.00	937,653.00
Division II, All Other Costs - VOC	106,221.00	106,221.00
Division II, Energy	810,530.00	810,530.00
Division III, Equalization	5,900,596.00	5,900,596.00
State Transportation	3,248,339.68	3,248,339.68
Transportation - Driver Training	4,133.24	4,133.24
Homeless Transportation	474,933.00	474,933.00
Foster Transportation	65,561.00	65,561.00
Transportation Supply	1,000.00	1,000.00
Unique Alternatives	558,364.63	558,364.63
Drivers' Education	19,305.00	19,305.00
Professional Development	-	-
Technology Block Grant	110,493.00	110,493.00
State Dual Enrollment	3,641.21	-
CPR Instruction	3,548.64	-
Education Opportunity Grant	1,231,277.00	1,231,277.00
Education Opportunity Grant - Mental Health	286,203.00	286,203.00
Student Success Block Grant Reading	330,148.00	330,148.00
Student Success Block Grant K-3	0.00	-
Child Safety Awareness	-	-
Critical Needs Reimbursement/Dual Enrollment	-	-
World Language Expansion	30,000.00	30,000.00
U/D Partnership - Year Long Residencies	-	-
Substitute Reimbursement - Parental Leave	-	-
Minor Capital Improvements	409,948.00	409,948.00
Major Capital Improvements	-	-
TOTAL STATE FUNDS	47,610,863.01	48,157,008.77
LOCAL FUNDS		
Current Expense (tax rate)	8,884,200.00	9,061,884.00
Current Expense (capitations)	200.00	200.00
Athletics	28,000.00	28,000.00
Interest	-	-
Building Rental	1,500.00	1,500.00
Other Local Revenue	18,500.00	18,500.00
Sol - Systems	1,500.00	1,500.00
Energy Curtailment	15,000.00	15,000.00
E-Rate	-	-
CSCR	15,000.00	15,000.00
Indirect Costs	75,000.00	75,000.00
Cafeteria	2,700,000.00	2,700,000.00
Net Choice Billings	(168,613.38)	(168,613.38)
Charter Billings	(146,389.20)	(146,389.20)
Tuition Billings	(2,100,000.00)	(2,100,000.00)
Tuition	2,800,000.00	2,800,000.00
Donations	107,000.00	107,000.00
Debt Service	1,250,000.00	1,250,000.00
Debt Service - County	78,343.00	78,343.00
Match Tax - Minor Capital Improvements	273,299.00	273,299.00
Match Tax - Education Opportunity	-	-
Match Tax - Reading and Math Specialists	-	-
Match Tax - Extra Time	-	-
Match Tax - Technology Maintenance	-	-
TOTAL LOCAL FUNDS	13,832,539.42	14,010,223.42
FEDERAL FUNDS		
IDEA	1,167,712.00	1,207,533.00
IDEA - Preschool	56,109.00	57,566.00
TITLE I	2,014,619.00	1,935,608.00
TITLE II	374,980.00	374,980.00
TITLE III	69,643.00	85,388.00
PERKINS	141,416.00	124,470.00
OTHER FEDERAL FUNDS	293,794.00	-
TOTAL FEDERAL/OTHER FUNDS	4,118,273.00	3,785,545.00
GRAND TOTAL ALL FUNDS	65,561,675.43	65,952,777.19

Milford School District
Monthly Report of Expenditures
For the month ended May 31, 2022

Operating Unit	Budget Line	Final Budget			Budget	
		Amount	Encumbered	Expended	Remaining	% Remaining
9180668A	Benjamin Banneker Elementary School	\$ 60,102.00	5,316.06	25,783.78	\$ 29,002.16	48.25%
9180670A	Evelyn I. Morris Early Childhood Center	\$ 60,059.00	6,452.55	46,344.12	\$ 7,262.33	12.09%
9180672A	Lulu M. Ross Elementary School	\$ 80,278.00	4,070.47	43,500.14	\$ 32,707.39	40.74%
9180673A	Misphillion Elementary School	\$ 64,154.00	7,025.67	32,312.73	\$ 24,815.60	38.68%
9180675A	Milford Central Academy	\$ 131,136.00	7,900.55	100,794.38	\$ 22,441.07	17.11%
9180678A	Milford Senior High School	\$ 167,904.00	7,318.49	90,618.14	\$ 69,967.37	41.67%
99900000	Board Of Ed/District Expenses	\$ 9,000.00	-	6,650.00	\$ 2,350.00	26.11%
	School Resource Officer	\$ 165,000.00	3,752.50	135,386.47	\$ 25,861.03	15.67%
99900100	Legal Services, Audit and Insurance Premiums	\$ 180,000.00	17,681.36	49,006.84	\$ 113,311.80	62.95%
99900300	District Expenditures	\$ 35,000.00	2,014.53	23,081.26	\$ 9,904.21	28.30%
	Public Relations and Communication	\$ 45,000.00	-	35,187.00	\$ 9,813.00	21.81%
	Copy Center (District Wide)	\$ 98,500.00	9,077.15	87,540.28	\$ 1,882.57	1.91%
	Student Emergency Fund	\$ 4,000.00	-	-	\$ 4,000.00	100.00%
99910100	Superintendent	\$ 1,500.00	83.59	823.13	\$ 593.28	39.55%
99920000	World Language Immersion (State Grant)	\$ 30,000.00	-	1,000.67	\$ 28,999.33	96.66%
	Educator Accountability (State Grant)	\$ 3,548.64	57.53	2,979.59	\$ 511.52	14.41%
	Student Success Block Grant (Reading)	\$ 330,148.00	-	330,148.00	\$ -	0.00%
	Opportunity Grant Mental Health	\$ 286,203.00	-	60,100.00	\$ 226,103.00	79.00%
	Education Opportunity Grant	\$ 1,231,277.00	173.91	106,694.91	\$ 1,124,408.18	91.32%
	Summer School	\$ 30,000.00	-	-	\$ 30,000.00	100.00%
	Translators	\$ 20,000.00	-	1,706.86	\$ 18,293.14	91.47%
	Extra Time Programs	\$ 30,000.00	-	-	\$ 30,000.00	100.00%
	Curriculum and Instruction	\$ 246,000.00	-	57,320.11	\$ 188,679.89	76.70%
99920700	Athletics - High School	\$ 170,000.00	19,280.58	147,773.50	\$ 2,945.92	1.73%
	Athletics - Milford Central Academy	\$ 30,000.00	7,097.04	17,285.18	\$ 5,617.78	18.73%
99920800	Driver's Education	\$ 19,305.00	-	19,305.00	\$ -	0.00%
99930200	Tuition - Special Services	\$ 584,500.00	42,826.35	259,294.97	\$ 282,378.68	48.31%
	Tuition - Special Services - ILC	\$ 315,000.00	784.67	200,871.11	\$ 113,344.22	35.98%
	Unique Alternatives (State Funds)	\$ 558,364.63	103,193.67	449,152.89	\$ 6,018.07	1.91%
99930300	Special Services	\$ 49,000.00	221.24	33,553.87	\$ 15,224.89	31.07%
	Special Services - State Related Services	\$ 94,688.00	47,221.00	34,005.00	\$ 13,462.00	14.22%
99940100	Contingencies and One-Time Items	\$ 500,000.00	310,676.56	187,287.60	\$ 2,035.84	0.41%
99940200	Division I/Formula Salaries	\$ 31,524,499.24	-	29,134,453.29	\$ 2,390,045.95	7.58%
99940300	Division II - Vocational	\$ 106,221.00	-	8,057.64	\$ 98,163.36	92.41%
99940400	Division III/Local Salaries	\$ 11,350,000.00	-	10,087,349.24	\$ 1,262,650.76	11.12%
	Union agreed Limited Contracts	\$ 385,000.00	-	256,264.22	\$ 128,735.78	33.44%
99940500	Title I	\$ 2,014,619.00	346,511.81	673,484.31	\$ 994,622.88	49.37%
	Title II	\$ 374,980.00	-	-	\$ 374,980.00	100.00%
	Title III	\$ 69,643.00	-	7,938.48	\$ 61,704.52	88.60%
	IDEA Part B	\$ 1,167,712.00	-	-	\$ 1,167,712.00	100.00%
	IDEA Preschool	\$ 56,109.00	-	12,964.31	\$ 43,144.69	76.89%
	Perkins	\$ 141,416.00	2,788.65	5,217.75	\$ 133,409.60	94.34%
	Homeless	\$ -	-	-	\$ -	
	Other Federal Grants	\$ 293,794.00	57,262.00	55,825.00	\$ 180,707.00	
99940600	Insurance Expense	\$ 113,229.00	-	113,229.00	\$ -	0.00%
99940700	Social Studies Coalition/Donations	\$ 107,000.00	501.08	112,053.23	\$ (5,554.31)	-5.19%
99940810	Technology Equipment & Repair	\$ 272,800.00	31,814.69	166,228.02	\$ 74,757.29	27.40%
	Technology Block Grant	\$ 110,493.00	10,458.48	100,034.52	\$ -	0.00%
99940900	Tuition Reimbursement - Administration	\$ 15,000.00	-	7,499.99	\$ 7,500.01	50.00%
	Tuition Reimbursement	\$ 70,000.00	-	35,000.00	\$ 35,000.00	50.00%
99950000	Personnel/Human Resources	\$ 10,000.00	83.59	9,022.31	\$ 894.10	8.94%
99960000	Child Nutrition Operations	\$ 1,448,135.00	194,419.03	2,460,615.01	\$ (1,206,899.04)	-83.34%
	Cafeteria Salaries	\$ 636,709.00	-	596,198.85	\$ 40,510.15	6.36%
99960100	Facilities Maintenance	\$ 90,000.00	558.51	53,702.46	\$ 35,739.03	39.71%
	Custodial Services and Supplies	\$ 90,000.00	1,170.00	61,097.46	\$ 27,732.54	30.81%
99960200	Operations and Utilities	\$ 306,500.00	31,395.48	258,537.32	\$ 16,567.20	5.41%
	Energy Division II	\$ 810,530.00	209,293.87	386,419.96	\$ 214,816.17	26.50%
99960300	State Transportation	\$ 3,151,021.04	263,760.89	2,912,744.54	\$ (25,484.39)	-0.81%
	State Homeless Transportation	\$ 474,933.00	84,838.95	384,819.75	\$ 5,274.30	1.11%
	State Foster Transportation	\$ 27,561.00	6,854.55	59,680.45	\$ (38,974.00)	-141.41%
	Transportation Supplies	\$ 1,000.00	-	-	\$ 1,000.00	100.00%
99960400	Transportation Internal Budget (Local)	\$ 23,000.00	620.19	5,424.84	\$ 16,954.97	73.72%
	Local Activities Transportation	\$ 3,000.00	-	-	\$ 3,000.00	100.00%
	Local Homeless Transportation Match	\$ 47,493.30	9,426.55	43,317.75	\$ (5,251.00)	-11.06%
	Local Transportation Match	\$ 314,688.78	29,306.76	327,789.45	\$ (42,407.43)	-13.48%
Total Operating Budget		\$ 61,236,753.63	\$ 1,883,290.55	\$ 50,920,476.68	\$ 8,432,986.40	13.77%
99970000	Local Debt Service	\$ 1,187,584.61	-	1,187,584.61	\$ -	0.00%
99970200	Minor Capital Improvements	\$ 683,247.00	500,000.00	-	\$ 183,247.00	26.82%
Total Capital Budget		\$ 1,870,831.61	\$ 500,000.00	\$ 1,187,584.61	\$ 183,247.00	9.79%
Grand Total		\$ 63,107,585.24	\$ 2,383,290.55	\$ 52,108,061.29	\$ 8,616,233.40	13.65%

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.



MSD &

Standards-Based Grading



Develops Consistency

The district will provide summative assessments that will be common across all buildings, grade levels, and teachers, to provide a much more meaningful and consistent purpose.



Sets Clear Expectations

Teachers will have a transparent purpose for instruction. Students will know exactly what to do to succeed. Parents will understand their students' strengths and areas of improvement.



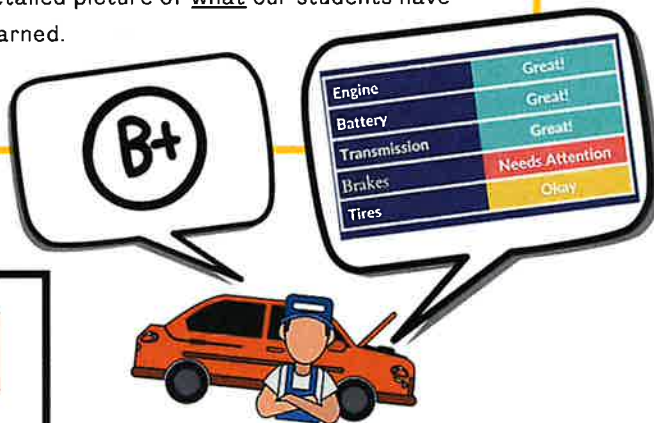
Addresses Individual Needs

Communicates what students need for the teacher to address. Allows students to take ownership of their own learning based on specific feedback.



Eliminates Grade Confusion

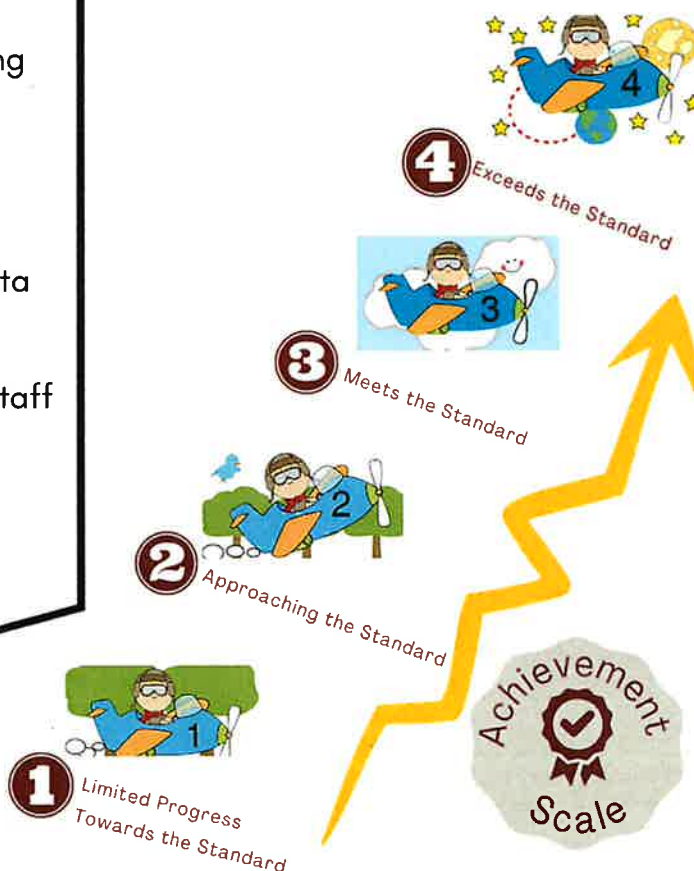
Standards-based report cards give us a detailed picture of what our students have learned.



Engine	Great!
Battery	Great!
Transmission	Great!
Brakes	Needs Attention
Tires	Okay

MSD Implementation

SEPTEMBER 2021	Began research on SBG
JANUARY 2022	First district-wide meeting
APRIL 2022	Training with Illuminate
JUNE 2022	School Board approval
JULY 2022	Community Outreach Finalizing systems for data integration
AUGUST 2022	Training for all Grade 1 staff
SEPTEMBER 2022	Full roll out grades K-1
2022-2023 SY	Monitor & Evaluate



MILFORD SCHOOL DISTRICT
Milford, Delaware 19963

POLICY

4220

SMOKE-FREE/TOBACCO-FREE SCHOOL POLICY

The Milford School District is dedicated to providing a healthy and productive work environment for students, staff, and visitors. The goal of the smoke-free/tobacco-free workplace policy is to improve the health of Delaware citizens by promoting tobacco use cessation.

The use and/or distribution of tobacco products is prohibited within the boundaries of all District workplaces, including all buildings, facilities, indoor and outdoor spaces, and the surrounding grounds owned by the district. This policy applies to parking lots, walkways, state vehicles and private vehicles, even when not used for student purposed, parked, or operated on District workplace property, and at all school affiliated functions. This policy does not include public roads or public sidewalks.

For the purpose of this policy, tobacco is defined as any type of tobacco product including, but not limited to: cigarettes, cigars, cigarillos, electronic cigarettes, vaping, pipes, bidis, hookahs, smokeless, spit tobacco or snuff.

The policy will apply to:

1. Any building contractor or vehicle leased, owned, or operated by the District or assigned contractor.
 - a. School bus operators under contract shall be considered staff for the purpose of this policy
2. Any private building or other property including automobiles or other vehicles used for school activities when students and staff are present
3. Any non-educational groups utilizing school buildings or other educational assets
4. Any individual or volunteer who supervises students off school grounds

The success of this policy will depend on the courtesy and cooperation of both tobacco users and non-users. Everyone is responsible for respectfully following and helping to enforce the policy.

This policy is in accordance with Title 14 Education Delaware Administrative Code 877 Tobacco and Smoking Policy and 16 Del.C, Chapter 29, Delaware's Clean Indoor Act, and 11 Del.C., Chapter 5, Subchapter V.

ADOPTED: 5/24/93

REVISED: 6/13/22

MILFORD SCHOOL DISTRICT
Milford, Delaware 19963

POLICY

4303(b)

**LOCAL SALARY SUPPLEMENT: CHIEF CUSTODIAN
TWELVE-MONTH EMPLOYEES**

<u>EXPERIENCE</u>	<u>CHIEF CUSTODIAN</u>
0	9,842
1	9,972
2	10,067
3	10,131
4	10,196
5	10,293
6	10,388
7	10,484
8	10,580
9	10,644
10	10,741
11	10,838
12	10,902
13	11,030
14	11,061
15	11,125
16	11,254
17	11,318
18	11,446
19	11,511
20	11,575
21	11,639
22	11,704
23	11,768
24	11,832
25	11,896
26	11,960
27	12,024
28	12,088
29	12,152
30	12,281

~~Potential Performance Stipends Based Upon Evaluation~~ **Local Chief Salary Stipend**

Chief Custodians Elementary	300 1,500
Chief Custodians Middle School/High School	750 2,500

ADOPTED: 1/23/89; 10/23/89; 2/25/91; 6/21/93; 7/1/97; 7/1/99; 7/1/00;
7/1/01; 11/24/03; 5/24/04; 5/23/05; 5/22/06; 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,

MILFORD SCHOOL DISTRICT POLICY 5404

STUDENT CODE OF CONDUCT SECONDARY SCHOOLS

CHAPTER I INTRODUCTION AND STUDENT EXPECTATIONS

INTRODUCTION

The Milford School District is dedicated to developing each student's potential for learning. To achieve this, students, parents and school staff must share the responsibility for encouraging orderly, constructive student behavior. Therefore, the Board has developed this policy statement:

1. Students in the Milford School District shall respect constituted authority.
2. Citizenship in a democracy requires respect for the rights of others. Student conduct shall reflect consideration for the rights and privileges of others and demands cooperation with all members of the school community.
3. 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 pupils.

CODE OF CONDUCT REVIEW

The Student Code of Conduct Central Academy and High School 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:

1. Administrative, staff, student, and parent suggestions;
2. Legal interpretation; and
3. Annual Review

CODE OF CONDUCT DISSEMINATION

On an annual basis:

1. A copy of the student code of conduct shall be posted on the school website and a copy given to each student.
2. Students receive training in the discipline system at the beginning of each school year and as changes occur.
3. Administration and staff receive annual training based upon current district policies and procedures as well as changes in Regulation.

CODE OF CONDUCT AUTHORITY

The Student Code of Conduct may be enforced:

1. On school property prior to, during and following regular school hours including but not limited to when school is in session or when school activities are in operation.
2. On all school campuses and property of the Milford School District.
3. When students are at a bus stop.

4. At all school sponsored events and other activities where school administrators and personnel have jurisdiction over students (ie: field trips, sporting events, etc...)
5. When a student's out-of-school conduct, **activity, or behavior** indicates that the student presents a threat to the health, safety, or welfare of other students and staff. **This conduct may be physical in nature or electronically which have an impact on the safe and effective operation of our schools.**
6. Students who attempt to register in the Milford School District with outstanding disciplinary actions ~~discipline issues~~ **from Milford School District or their previous school district** are subject to the consequences outlined in this document. **This includes but is not limited to suspension, expulsion, and placement at an alternative school.**

RESTORATIVE PRACTICES

Restorative Practices are deliberate and intentional tools and strategies that facilitate the building of healthy relationships. When individuals live in healthy relationships with others, there is abundant personal growth, capacity for character building, and high level achievement. We believe it is important for all students and staff to build positive relationships with one another, as this produces the best academic, social, and emotional outcomes.

When a harm occurs in the community, healing is a process essential to restoring healthy relationships with the understanding that harm-doers should be held accountable for and take an active role in repairing harm. Conflict is resolved through honest dialogue and collaborative problem-solving, while addressing the root cause and the needs of those impacted.

Following a harm, staff shall work with the student and others involved to determine how to repair the harm caused and provide restitution whenever possible. To the extent possible, consequences will be given that match the function of the infraction. For example, if an infraction involved destruction of school property, a consequence including a measure to restore the damage shall be considered for inclusion. Similarly, if an infraction involved a harm to a social relationship, a consequence including a measure to restore the relationship, a loss of a social privilege, and/or another activity that strengthens a pro social skill may be considered.

STUDENT EXPECTATIONS

Students are expected to:

1. Conduct themselves in an orderly, safe and responsible manner.
2. Attend all classes daily and on time.
3. Be prepared for class assignments and activities, with appropriate working materials.
4. Respect other people and their property.
5. Refrain from abusive language, defamatory, inflammatory, and demeaning actions.
6. ~~Be clean and neat.~~
7. Be responsible for their own work.
8. Abide by rules and regulations of the school and individual classroom teachers.
9. Accept, understand, and respect diversity and differences among fellow students and staff.
10. Express feelings and needs in constructive, socially appropriate ways.
11. Resolve differences through acceptable, peaceful methods such as dialogue and compromise.
12. **Participate in Restorative Practice meetings, conferences, or activities.**

CHAPTER II

STUDENT 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.

RIGHTS AND RESPONSIBILITIES OF POSSESSIONS

Students have the right: To privacy in their personal possessions unless the principal/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, cell phone, 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 a cell phone or electronic device 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 permit others access to his/her motor vehicle, the student remains responsible for items found in his/her motor vehicle.

DEBTS

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. Students may petition to the school principal 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. In addition, the school shall file a claim in Justice of the Peace for restitution of all debts over \$25.

MOTOR VEHICLE POLICY

Driving to school is a privilege granted by 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 to 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:

Register all vehicles with the office.

1. Park in designated spots only.
2. Obey the 15 M.P.H. speed limit.
3. Operate the vehicle in a safe manner.
4. Upon arrival to school, student shall go directly into the building.
5. Once on school grounds, students are not to drive off the property without administrative approval.
6. Administrative approval is required for students to be in the parking lot area when school is in session.
7. This is an unauthorized area for students during the school day.
8. Students may not allow anyone to ride in their car off campus who is not approved by administration.
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 and 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 or revoked. Students who have unregistered vehicles, suspended or 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. In addition, illegal conduct in a vehicle will be reported to law enforcement.

SKATEBOARDS/ROLLERBLADES/WHEELED SHOES

Students are not permitted to bring or use skateboards, rollerblades, or wheeled shoes in or directly around the school.

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, ~~computers~~ 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 phone to school. Violators will receive disciplinary action in accordance with the Student Code of Conduct. Students who do not turn in an electronic device when requested or repeated offenses for possession of a cell phone may be considered in Defiance of School Authority.

DELAWARE INTERSCHOLASTIC ATHLETIC ASSOCIATION

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.

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

CHAPTER III

DISCIPLINARY PROCEDURES FOR VIOLATIONS OF STUDENT CODE OF CONDUCT

DUE PROCESS PROCEDURES & APPEAL PROCESS

- A. All students must be informed of the violation(s) and the range of disciplinary actions. These items should be:
 - a. included in the Student Code of Conduct.
 - b. explained to students in person on a yearly basis.
 - c. disseminated in print and electronic copy.
- B. 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:
 - a. informed of the allegations against him/her, the conduct which forms the basis of the allegation(s), and explained the policy, rule, or regulation violated
 - b. given an explanation of the evidence supporting the allegation(s) and an opportunity to present his/her side of the story including any evidence, witnesses, or questions
- C. 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.
- D. Parent Notification
 - a. Parents are to be informed of incidents as soon as possible either by phone or written notice. When obtaining written statements from witnesses, reasonable efforts may be made to notify the parent/guardian or each witness. Reasonable efforts shall be made to include the allegedly offending student or parent/guardian in an investigation.
- E. Student Appeal Process to Disciplinary Responses for short and long-term suspensions and alternative placement decisions. The essential rights involved in disciplinary procedures stem from the concept of due process as outlined above.
 - a. Upon initiation of the appeal process, penalties shall not be implemented until the student ceases or exhausts his/her appeal, except in cases where a student presents a threat to the health, safety, or welfare of other students and staff.
 - b. Students, parents and guardians may all engage in the appeal process.
 - c. Disciplinary action may only be appealed to the next administrative level for failure of the school administration to follow any of the below three reasons.
 - d. The appeal process may be initiated for any of the following reasons:
 - i. Inappropriate due process
 - ii. Incorrect consequence
 - iii. Incorrect charge or charge not supported by substantial evidence
- F. Appeal Process
 - a. Students or parents shall have the right to informally appeal staff disciplinary action to the next disciplinary level Principal within two (2) school days after the charge. The objective is to resolve the matter informally.

- b. If the matter is not resolved satisfactorily in the above manner, a written appeal to the next disciplinary level Superintendent's designee will shall be made within two (2) school days of the previous disciplinary level. A parent/student conference shall be conducted within five (5) school days of appeal and shall give a written decision within two (2) school days of conference.
- c. A final written appeal may be made to the Superintendent/designee within two (2) school days of the previous disciplinary level. The unresolved problem will be discussed in a conference with the parents/student and the Superintendent/designee. The decision of the Superintendent shall be final. except in cases governed by Regulation 616*.
- d. ~~As required by Regulation 616,~~ The following **applies to** appeals of long-term suspensions only. A hearing shall be granted by the Board upon receipt of a written request signed by the student stating he/she desires a hearing **and received by the Board within 5 days of the student's receipt of the decision of the Superintendent.** The Board shall hold a hearing with the parents/student within thirty (30) days after receipt of the appeal. The Board shall submit its written decision within ten (10) school days following the hearing. The decision of the Board shall be final. ***See Regulation 616 for more details and definitions.**

Should an appeal be requested after the consequence has been served, the appellant may request that a student's discipline record be erased or corrected for the infraction. Such an appeal must be requested within 30 calendar days of the incident.

~~SUSPENSION, ALTERNATIVE SCHOOL PLACEMENT AND EXPULSION~~

~~The Board recognizes that exclusion from the educational program of the schools, whether by suspension, alternative school placement, or expulsion is the most severe sanction that can be imposed on a student in this district and one that cannot be imposed without due process. The primary purposes of suspension are to maintain the integrity of the education process, to give students time to reflect on their school behavior, and to defuse potentially explosive situations. 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 event during the entire duration of their suspension, alternative placement, or expulsion.~~

SUSPENSION FROM SCHOOL

A. Short-Term Suspension

- a. The Principal, in accordance with the rules of the district, shall have the right to impose a Short-term Suspension on any student in the school who has violated the school's Student Code of Conduct. The duration of the Short-term Suspension shall not be more than ten (10) consecutive school days for any single conduct violation or combination of violations which occurred during a single disciplinary incident.
- b. The Superintendent, in accordance with the rules of the district/charter school, shall have the right to temporarily extend a student's Short-term Suspension beyond the ten school day limit pending a district Central Review Committee/Alternative Placement Meeting decision or the district Board of Education decision regarding an Expulsion hearing or other formalized Disciplinary Action hearing for the student.
- c. Due Process will be followed as outlined in Chapter III.
- d. Students suspended out of school are expected to make up their work. It is the responsibility of the student/parent/guardian to contact the teacher for makeup work. Students' assigned in-school suspensions are required to complete their work.
- e. A student assigned to an excessive total of in-school suspensions (more than 3) may be assigned out-of- school suspension (OSS) instead of the ISS consequences prescribed in these guidelines.
- f. In all events, parents will be notified to have the student picked up from school.

Students whose parents/guardians/emergency contacts cannot be reached by telephone will be retained at school until the end of the school day. However, if this is not feasible or if the immediate removal of the student from school is necessary to protect the safety of individuals, property, or the integrity of the educational process, the necessary notice and hearing will follow as soon as possible.

B. Long-Term Suspension

- a. The Superintendent, in accordance with the rules of the district school, shall have the right to impose a Long-term Suspension on any student in the school who has violated the school's Student Code of Conduct's listed acts of misconduct as defined in 14 DE Admin. Code 614.3. The duration of the Long-term Suspension shall not exceed the number of school days in a school year for any single conduct violation or combination of violations which occurred during a single disciplinary incident.
- b. Prior to any Suspension from school, the initial due process procedures outlined in Chapter III shall be followed.
- c. When a student receives a Suspension from school (in or out-of-school), reasonable attempts to provide verbal notification to the Parent shall be made by the Principal prior to the Suspension being served. Written notification of the Suspension and information regarding the districts/charters appeal or Grievance process shall be given or sent to the Parent as soon as practicable, but no later than three business days. The notification shall state the cause and duration of the Suspension.
- d. The Parent or student may appeal the Suspension to the next administrative level in accordance with the district's appeal or Grievance process.
- e. Prior to the student's return from an out-of-school Suspension of three (3) school days or more, the Principal shall hold an in-person or phone conference with the Parent and student. The conference shall be designated by the Principal, who may waive the conference.

ASSIGNMENT TO ALTERNATIVE PROGRAM

A student may be assigned to an Alternative Program because of serious or repeated violations of the Code. 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. A principal may refer a student for Alternative Placement:

- a. 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 616.
- b. in conjunction with an Attorney General's Report or court disposition that indicates that the student has been charged with a Violent Felony and/or is a threat to the health, safety, and welfare of others within the School Environment.
- c. 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.

C. Building Level Conference

When it is alleged that a student committed a violation of the Student Code of Conduct and may be subject to a recommendation for Alternative Placement, the following procedures shall occur. The principal:

- a. shall follow due process as outlined in Chapter III
- b. shall notify the student and parent/guardian.
- c. may impose a Short-term Suspension. If the student is suspended, the student and the Parent shall be provided a copy of a Suspension form that includes a written notice of the Student Code of Conduct violation(s).
- d. shall compile an Alternative Placement Packet for the student. The Alternative Placement Packet may also include other relevant information at the discretion of the Principal.
- e. shall hold a building level conference (by phone or in person and with a third person present) with the parent/guardian and student to inform them:
 1. of the referral for Alternative Placement
 2. that the student may be suspended and;
 3. of the procedures that will take place as follow-up to the referral for Alternative Placement.
- f. shall mail a notice of the Alternative Placement Meeting to the parent/guardian at least 5 business days before the meeting is to occur.

In lieu of a formal Expulsion hearing, a student may elect to waive the hearing and admit to the student's violation charge(s). The student and Parent shall submit a signed written hearing waiver which indicates that the student is knowingly and voluntarily waiving their right to the hearing. Such election may be exercised until the commencement of the hearing. This waiver does not absolve the student from required consequences under Federal or State Law or the Student Code of Conduct. (See Appendix II)

D. Central Review Committee Meeting/District Alternative Placement Meeting

- a. The Central Review/Alternative Placement Team includes: a representative of the Alternative Program Staff, a district level coordinator who will be designated by the superintendent; the building level principal, assistant principal or other person as appropriate; the student's Parent; guidance counselor or school social worker
- b. A district Central Review Committee/Alternative Placement Meeting shall take place to determine if an alternative setting is appropriate for a referred student.

- c. The Parent and student shall receive verbal and written notification of the district/charter school's Central Review Committee/Alternative Placement Meeting within one day of the meeting. Parents and student may, but are not required to, attend the meeting.
- d. The Parent and student shall be informed of the district/charter school Central Review Committee/Alternative Placement Team's decision for placement within one (1) business day of the meeting.
- e. If the decision is to assign to an Alternative Placement, the Superintendent **or designee** shall send follow-up written notice within three (3) business days to the Parent describing the circumstances which led 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.

E. Student Assignment to Alternative Placement

- a. Milford School District contacts the Alternative Program to set up a date and time for an Intake Meeting.
- b. 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.
- c. 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.
- d. A student assigned to a Consortium Discipline Alternative Program must be registered in Milford School District before the Intake Meeting is held.
- e. The Intake Meeting will include the completion of necessary forms, including the Intake Form, which requires student and Parent signatures.
- f. During the Intake Meeting, Milford School District representative 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.
- g. 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.
- h. Milford School District shall maintain all alternatively placed students' enrollment status in Delaware Student Identification System (DELSIS) and eSchool PLUS database systems or successor Delaware Department of Education approved student database management system. A student placed in a Consortium Discipline Alternative Program shall have both an "active" and "service" status designation in DELSIS.
- i. 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

Only the Board of Education may expel a student from school for violation of District Policy. In general, the act of expulsion shall be taken in accordance with due process rights and on the documented evidence presented by the administration. A student will be expelled up to 180 school days and credit will not be given for courses in which a student is currently enrolled.

~~Re-entering: Students will begin the school year with a clean discipline record with the exception of students who have been previously expelled from school and those operating under a behavior contract that might extend into the new school year. An expelled student may re-enter school upon the completion of their term of expulsion. Parents and student are required to meet with a school administrator to review and sign a behavior contract before attending classes.~~

F. Expulsion Process

- a. When a student commits a violation which may result in a recommendation for expulsion, the following procedure shall be followed.

STEP I – Investigation and Recommendation for Expulsion

1. The principal or designee investigates the violation and follows due process from Chapter III of this policy.
2. After the student has been afforded initial due process procedures, if the Principal decides that disciplinary action in the form of a recommendation for Expulsion will be made, the following procedures shall be afforded:
 - a. The student shall be given a Short-Term Suspension.
 - b. The Principal shall hold a Building Level Conference with the Parent and the student. The Principal shall explain to the Parent and the student the purpose of the meeting is to inform them: 1) of the recommendation for Expulsion; 2) that the student will be serving a Short-term Suspension pending the outcome of the Expulsion hearing and;
3) of the procedures that will take place as follow-up to the recommendation for Expulsion. The conference is held by phone or in person and notes are recorded by a second person.
3. All documentation related to the recommendation for Expulsion shall be delivered to the Superintendent within two (2) business days of the Building Level Conference or seven (7) business days of the incident, whichever is sooner.

STEP II – Expulsion Hearing Determination

1. Upon receipt of a recommendation following the Building Level Conference, the Superintendent shall review documentation to affirm that appropriate discipline procedures were followed. The Superintendent shall, within ten (10) business days of the date of the incident, notify the student and the Parent by letter that a district-level Expulsion hearing will be held to consider the recommendation. The Superintendent shall not have been a participant in the disciplinary investigation or Building Level Conference resulting in the recommendation for Expulsion.
2. In lieu of a formal Expulsion hearing, a student may elect to waive the hearing and admit to the student's violation charge(s). The student and Parent shall submit a signed written hearing waiver which indicates that the student is knowingly and voluntarily waiving their right to the hearing. Such election may be exercised until the commencement of the hearing. This waiver does not absolve the student from required consequences under Federal or State Law or the Student Code of Conduct. (Appendix I)
 - a. Within five (5) business days following the waiving of hearing rights and admission of violation charges, the Superintendent shall prepare a report for the Board of Education's action at its next public board meeting or an additional scheduled public board meeting for the sole purpose of deciding on the student disciplinary matter in question.

STEP III – Expulsion Hearing

1. Written notice shall, at a minimum, be sent by regular U.S. and certified mail to the Parent describing the circumstances which led to the recommendation for Expulsion and shall give the date, time, and location of the hearing.
2. The hearing shall be held not less than seven (7) business days or more than twenty (20) business days after receipt of written notice. The written notice shall be deemed to be received on the fourth business day following the day of mailing. This time period may be waived by agreement of the parties. A copy of the documentation shall be made available, upon request, to the student and Parent at the district/charter school office prior to the mailing.
3. The student and Parent may also be given copies of the following: (reason for the recommendation, names of witnesses who may appear, and copies of information that may be submitted as evidence).
4. The Expulsion Hearing shall be conducted by a district Board of Education or Hearing Officer.
5. The Board of Education or Hearing Officer:
 1. shall have full authority to admit or exclude evidence.
 2. is not bound by common law or statutory rules of evidence or by technical or formal rules of procedure except as herein stated.
 3. may exclude plainly irrelevant, immaterial, insubstantial, cumulative and privileged evidence.
 4. may limit unduly repetitive proof, rebuttal and cross examination.

6. In conducting the hearing, the district shall:
 1. submit evidence first followed by the response of the student, if any.
 2. allow further evidence by either party to be presented at the hearing if the Board of Education or Hearing Officer determines such evidence is necessary.
 3. be recorded in a manner that will permit transcription.
 4. Not allow the Superintendent presenting the case on the part of the District to testify.
7. The student shall have the following rights:
 1. To be represented by legal counsel at the student's expense;
 2. To cross-examine witnesses;
 3. To testify and produce witnesses on his/her behalf; and
 4. To obtain, at the student's expense, a copy of the transcript of the hearing.

STEP IV – Expulsion Decision by Board of Education

1. Within five (5) business days following the conclusion of an Expulsion hearing conducted by a Hearing Officer, a written report shall be prepared by the Hearing Officer for the Superintendent. The report shall frame the issues, summarize the evidence, state conclusions of fact, and make a recommendation as to whether the student should be expelled.
2. The Board of Education shall:
 - a. conduct a review of the Hearing Officer's recommendation, the transcript and all evidence, and then may accept, reject, or modify the recommendation of the Hearing Officer.
 - b. report to the Delaware Department of Education within five (5) business days of the Board's decision to expel.
 - c. grant a decision in writing, within ten (10) business days of the decision by the Board of Education, to the Superintendent, Parent and student. The written decision shall include notice of the right to appeal to the State Board of Education. When a Board of Education expels a student, but determines the student shall not be placed at a Consortium Discipline Alternative Program, the written decision shall address with specificity the reason for non-placement and the evidence in support thereof. Such decisions shall be submitted to the Delaware Department of Education's Office of School Climate and Discipline within five business days of such decision, with a copy to the student's Parent.

STUDENTS WITH DISABILITIES

A. In the case of a known or suspected disabled student, as defined in federal and state regulations, being considered for expulsion or change in placement, an Individual Educational Placement (IEP), Manifestation Determination (MD) or Section 504 (as appropriate) team meeting will be convened before change in placement or expulsion.

B. The IEP/504 Team will determine whether (1) the alleged conduct is a manifestation the student's disability, or (2) the student's programming and placement was appropriate at the time of the offense. A disabled student's conduct is a manifestation of the disability if the IEP/MD/Section 504 Team so determines. If the IEP/504 Team determines that the offense is a manifestation of the student's disability, the student's program and/or placement may be changed by the team, but not as a disciplinary consequence, and only to provide appropriate services and placement.

C. If the IEP/504 Team determines that the offense is not a manifestation of the student's disability, the principal will follow the Student Code of Conduct, and continued services and placement shall be determined by the IEP/504 Team.

D. In instances where the student presents a danger to himself or others as afforded by law, Interim Alternative Educational Settings may be invoked by the District, including homebound instruction.

CORPORAL PUNISHMENT

The use of corporal punishment is not permitted in the Milford School District. This does not prohibit an ~~official or professional~~ employee of the Milford School District from:

1. Using reasonable and necessary physical contact to quell a disturbance ~~or physical altercation~~ or prevent an act that threatens ~~imminent bodily harm~~ ~~physical injury~~ to any other person.
2. Using reasonable and necessary physical contact to obtain possession of a weapon, other dangerous object ~~controlled substance, or drug paraphernalia~~ within a pupil's control.
3. Using reasonable and necessary physical contact for the purpose of self-defense or the defense of others.
4. Using reasonable and necessary physical contact for the purpose of protecting public school property.
5. ~~Using reasonable and necessary physical contact for the purpose of removing a disruptive pupil from school premises or motor vehicle or from school-sponsored activities.~~
6. Using reasonable and necessary physical contact to prevent a pupil from ~~imminently~~ inflicting harm on himself or herself.
7. Using reasonable and necessary physical contact to protect the ~~bodily~~ safety of others.
8. Using incidental, minor, or reasonable physical contact to maintain order and control.

In determining whether or not an employee of the Milford School District was acting within the above exceptions, deference shall be given to reasonable, good faith judgment made by an official or employee of the school board.

DISCIPLINARY REFERRALS

~~Disciplinary referrals should occur only when students have clearly and willfully violated the District's Code of Conduct.~~

UNSAFE SCHOOL STUDENT TRANSFER OPTION PROGRAM

Milford Central Academy and Milford High School have been declared safe schools. The Milford School District complies with legislation by providing transfer options to those students enrolled in a District school that has been identified as “persistently dangerous” pursuant to the provisions of DDOE Regulation 608, Unsafe School Choice Option for Students in Persistently Dangerous Schools and for Students Who Have Been Victims of a Violent Felony. Students who have been victims of a violent felony under these provisions may also elect the transfer option program.

Option A: Schools Identified As Persistently Dangerous

- Within ten school days of receiving a persistently dangerous designation from the Department of Education, the District will notify parents of eligible Unsafe School Transfer Option Program students by mail. A Transfer Option Application will be attached to the notification letter. Parents of students moving to a persistently dangerous school at the end of their grade level cluster will also be notified by mail. All parents registering students at a designated school will receive a notice and Transfer Option Application at the time of registration.
- The District will accept Unsafe School Student Transfer Option Applications for fifteen school days following date of the notification mailing. Applications for in-coming kindergarten students will be accepted through first day of new school year.
- Parents will have the option to transfer to another District school that is making adequate yearly progress and has not been identified as being in school improvement, corrective action, or restructuring. School options available will be listed on the application form.
- Transfers of students will occur within 30 school days of Department of Education notification to the District. Transferring students will be assigned to bus stops currently servicing their option school by the District Transportation Department. Parents will be responsible for providing transportation to and from their assigned bus stop.
- A corrective action plan will be developed and filed with the Department of Education within 20 school days from the date that the District learns that a school has been identified as persistently dangerous.

Option B: Victim of a Violent Felony at a School

- Within five school days from the date of the acknowledgement of a violent felony charge that occurred in or on the grounds of a District school, the District will notify the victim's parents by certified mail of the Unsafe School Student Transfer Option. A Transfer Option Application will be attached to the notification letter.
- Parents have 10 school days from the date of the certified mailing to exercise their option to transfer to a safe District school that is making adequate yearly progress and has not

been identified as being in school improvement, corrective action, or restructuring. School options available will be listed on the application form.

The student will be transferred within 30 school days of the District's notification of violent felony charges being filed. Transferring students will be assigned to bus stops currently servicing their option school by the District Transportation Department. Parents will be responsible for providing transportation to and from their assigned bus stop.

The Milford School District Student Transfer Option Program components are subject to amendments as may be required by law.

WEAPONS – GUN FREE SCHOOLS ACT OF 1994 The Milford Board of Education recognizes that students and staff must be provided with a safe and secure environment for learning, free from fear, harassment or injury caused by the possession of firearms in school. In compliance with the Federal Gun-Free Schools Act of 1994, the District adopts the following policy:

Possession of a firearm, as defined by Delaware Code, on school property, in a school bus, at any school- sponsored co-curricular activity, shall result in expulsion for a period of not less than 180 school days. The superintendent shall modify the expulsion requirement to the extent a modification is required by Federal or state law in respect to students who have been determined to have disabilities. The procedures and definitions by which this policy will be implemented are contained in the Student Code of Conduct and Delaware Code.

COMBINATION OF OFFENSES

In single instances where more than one violation of the Code occurs prior to disciplinary action given, the student may be dealt with at the highest level and may be given the most severe action allowed for any of the offenses committed.

In separate incidents of violations of the Code, offenses cannot be combined prior to disciplinary action in order to determine the appropriate level and action for the latest offense. Offenses are to be considered separate, except as may be provided elsewhere in this policy. If several separate instances of the same offense occur prior to disciplinary action, all of the offenses should be processed at the appropriate level of action specified for each violation.

REMOVAL OF STUDENTS FROM CLASS OR OTHER SCHOOL ACTIVITY

Faculty and administration have authority over student conduct at all times during school and school related activities outside the school day, including riding buses. Students will be removed from class or school activity based upon the judgment of teachers and

administrators. Criteria for removal of students include the safety of student and others, any form of violence, persistent disruption that interferes with learning, prevention of such situations and compelling need to speak to student privately. In using their judgment to remove a student, staff will use the Student Code of Conduct as the guide for their decisions. When a punishment or penalty is given to a student, it will be at the discretion of school authorities and based upon the Code of Conduct. If a student needs to be removed, the teacher will contact the office/follow procedures established in that school to summon assistance to remove a student.

CHAPTER IV

VIOLATIONS OF THE STUDENT CODE OF CONDUCT

HARASSMENT

Sexual harassment by district students or harassment or misconduct by students based upon 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.

Sexual harassment is a form of sex discrimination and illegal under Title VII of Civil Rights Act of 1964, which protects persons in work place, and Title IX of Education Amendments of 1972, which protects persons from sex discrimination at school. Sexual harassment can be defined as any unwelcome attention of a sexual nature that interferes with a person's work (school) performance or creates a hostile, intimidating work (school) environment. It may include, but is not limited to: demeaning remarks about one's clothing, body, or sexual activity based on gender; unnecessary touching, patting, or pinching; leering at another person; demanding sexual favors accompanied by threats relating to job or school performance and evaluation; and physical assault. It is important to remember that no person deserves to have his/her individual freedoms violated and that persons who have experienced sexual harassment often feel guilty, angry, powerless, and fearful. Such sexual harassment or misconduct, whether the harasser is another student or adult: shall include, but is not limited to the following:

- **written contact**--suggestive or obscene letters, notes, invitations, graffiti, and electronic messages of a sexual nature.
- **visual contact**--sexually suggestive looks or gestures, displaying sexually suggestive or explicit objects or pictures, cartoons, photographs, electronic images, posters, magazines, or other materials.
- **verbal contact**--sexually suggestive gestures or obscene comments including, but not limited to, those about a person's body, body parts, or sexual characteristics that are used in a negative or embarrassing way; verbal advances or sexually explicit statements which may take the form of threats, jokes, teasing, phone calls, or pressure for sexual contact or favors.

- **physical contact**--uninvited and intentional touching, blocking, or cornering of a person's freedom of movement; pinching, patting, invasion of the person's privacy by leaning over him/her or brushing up against the other person's body; or actual sexual contact, assault, or rape.
- **retaliation**--any action taken or threatened against another person for complaining about any of the behaviors described above.

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:

1. 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;
2. 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;
3. 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.
4. The use of threats, coercion, or intimidation to prevent a person from reporting such harassment or misconduct as set forth in #s 1-3 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 principal or assistant principal 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.

DRUGS AND ALCOHOL

~~The Milford School District believes that drugs and alcohol have no place in the school environment and are prohibited. The Milford School District supports a zero tolerance policy tempered by the desire to encourage students with substance abuse problems to come forward and seek help with treatment and counseling.~~

The Milford School District strives to:

1. promote student awareness/education concerning the dangers of substance abuse in the schools;
2. make known the availability of drug and alcohol counseling, rehabilitation and student assistance programs;
3. provide a fair and equitable framework for administering consequences to students who violate the policy;
4. 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.

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:

1. Follow the code of conduct to administer consequences to students.
2. Alert law enforcement of possible criminal violations.
3. Turn over all substances and paraphernalia to law enforcement officials.
4. Request analysis of the substance if necessary.
- ~~5. Suspend from participation any student who violated the above policy more than one time during his/her period of eligibility to participate in extracurricular activities from participation in all extracurricular activities, including sports, clubs and marching band, for one calendar year from the date of the second incident. This policy applies to all students while on school property or at a school sponsored activity.~~
6. 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.

7. Offer help and 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 are 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.

8. 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/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 et seq.) shall constitute intent to use, possess, or distribute if any of the following conditions is present:

1. The express representation that the substance is a controlled substance; or
2. 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
3. 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 of the following factors are established:

- A. The non-controlled substance is packaged in a manner normally used for the illegal delivery of controlled substances.
- B. 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.
- C. The physical appearance of the finished product containing the substance is substantially identical to a specific controlled substance.

SMOKING

~~Smoking includes any delivery system whether electronic or non-electronic (ie: vape pipes, juuls and e-cigarettes.)~~

TOBACCO AND VAPING PRODUCTS

The Milford School Board of Education recognizes that tobacco and vaping products, including the 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:

1. 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.
2. 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: the 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:

School 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 other e-cigarette, immediately, as soon as practicable. School administration shall inform the parent/guardian whether local law enforcement has been or may be notified of the incident. School administration shall document attempts made to reach the parent/guardian.

AGGRESSIVE GROUPS AND GANG POLICY

The Milford School District recognizes that the harm done by the presence and activities of gangs and aggressive groups in public schools exceeds the immediate consequences of such activities such as violence and destruction of property. Gang and aggressive group activities also create an atmosphere of intimidation in the entire school community. Both the immediate consequences of this activity and the secondary effects are disruptive and obstructive of the process of education and school activities.

It is therefore the policy of the Milford School District that gangs and aggressive groups are prohibited in the Milford School District Schools, according to the following:

I. Definitions for Purposes of this Policy

An “aggressive group” is any group of two or more students who act collectively in an aggressive, confrontational, or territorial manner toward other students within the school or in violation of disciplinary rules of the school district.

An “organized aggressive group” act collectively in an aggressive, confrontational, or territorial manner toward other students within the school or in violation of disciplinary rules of the school district have one or more of the following characteristics: An action against a single member of the group is responded to by multiple members of the group, the group identifies itself with a name, similar clothing or colors, established symbols and handshakes, similar hairstyles, or other identifying characteristics

A "gang" is any group of two or more students whose purposes include the commission of illegal acts; "gang related activity" includes but is not limited to the prohibited conduct set forth below.

II. Prohibitions

No student on school property or at any school activity on or off campus shall:

1. Wear, possess, use, distribute, display, or sell any clothing, jewelry, emblem, badge, symbol, sign or other items that evidences or reflects membership in or affiliation with any gang or aggressive group.
2. Engage in any act, either verbal or nonverbal, including gestures or handshakes, showing membership or affiliation with any gang or aggressive group.
3. Engage in any act to further the interests of any gang or aggressive group, including, but not limited to:
 - a. soliciting membership in, or affiliation with, any gang;
 - b. soliciting any person to pay for "protection," or threatening any person, explicitly or implicitly, with violence or with any other illegal or prohibited act;
 - c. painting, writing, or otherwise inscribing gang-related graffiti, messages, symbols, or signs, on school property;
 - d. engaging in violence, extortion, or any other illegal act or other violation of school policy;
 - e. soliciting any person to engage in physical violence against any other person.

III. Procedures

1. WATCH: the same students are noted to be persistent in aggressive group behavior
 - a. A list of the students is established and maintained
 - b. Record all relevant actions, interactions, reports, and rumors
2. INTERVENTION: When sufficient documentation has accumulated
 - a. Interview, set limits, and warn individually
 - b. Send letter to parents
 - c. Apply appropriate discipline for all group activity: Inflammatory Actions, Bullying, and Defiance
3. GANGS AND ORGANIZED AGGRESSIVE GROUPS
 - a. Prohibited from assembly on school grounds
 - b. Arrests off campus will result in a referral under **S0161 - Attorney General's Report**. ~~M016~~.
 - c. Expulsion hearing for all acts of violence or intimidation

IV. Application and Enforcement

1. In determining, as part of the application and enforcement of this policy, whether acts, conduct, or activities are gang related, school officials are encouraged to exercise discretion and judgment based upon current circumstances in their schools, neighborhoods, and areas.
2. This policy is intended to work in conjunction with the Bullying Policy found elsewhere in the MSD Code of Conduct.
3. The removal of graffiti shall be a priority in maintenance of school property. All such graffiti on school property shall be removed or covered within ~~twenty-four (24) hours of its first appearance to school officials, or~~ as soon thereafter as possible.
4. School officials are strongly encouraged to work closely with local law enforcement officials in controlling gang-related activities. Local law enforcement can provide school officials with information regarding gang-related activities in the area, including names and characteristics of local gangs.
5. The superintendent, in consultation with the appropriate building principals, should report instances of gang-related criminal acts or acts of serious disruption to School Board and local law-enforcement authorities for further action.

~~V. Violations of Policy~~

~~Students who violate this policy shall be subject to the full range of school disciplinary measures, in addition to applicable criminal and civil penalties.~~

SCHOOL BULLYING & CYBER BULLYING PREVENTION

The Milford School District (the "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.

I. Prohibition of Bullying Which Includes Cyberbullying

The District prohibits the bullying of any person on school property, at school functions, by use of data or computer software accessed through a computer, computer system, computer network or other electronic technology of the District from grades kindergarten through grade twelve. In addition, cyberbullying (as defined herein) is prohibited by students directed at other students. Incidents of cyberbullying shall be treated by each school district and charter school in the same manner as incidents of bullying. The District further prohibits reprisal, retaliation or false accusation against a target, witness or one with reliable information about an act of bullying.

II. 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.
- E. 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 (1) interferes with a student's physical well-being; or (2) is threatening or intimidating; or (3) 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 speaker knows is likely to be available to a broad audience within the school community.
 - 1. Whether speech constitutes cyberbullying will be determined from the standpoint of a reasonable student of the same grade and other circumstances as the victim.
 - 2. 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.

Explanation: Bullying is usually defined as involving repeated acts of aggression that aim to dominate another person by causing pain, fear or embarrassment. However, one act alone may constitute bullying if the requisite intent and effect set forth in the definition are met. Bullying may be perpetuated by an individual or a group. It may be direct or indirect. Although a person may be repeatedly bullied, a different person might be doing the bullying each time, which may make it difficult to recognize that bullying is occurring. An act is intentional if it is the person's conscious objective to engage in conduct of that nature. The actions listed below are some examples of intentional actions which may become bullying depending on their reasonably foreseeable effect.

Physical bullying: Pushing, shoving, kicking, destroying of property, tripping, punching, tearing clothes, pushing books from someone's hands, shooting/throwing objects at someone, gesturing, etc.

Verbal bullying: Name calling, insulting, making offensive comments, using offensive language, mimicking, imitating, teasing, laughing at someone's mistakes, using unwelcome nicknames, threatening.

Relational Bullying: Isolation of an individual from his or her peer group, spreading rumors.

Cyber-bullying: Bullying by using information and communication technologies. Cyber-bullying may include but is not limited to:

1. Denigration: spreading information or pictures to embarrass,
2. Flaming: heated unequal argument online that includes making rude, insulting or vulgar remarks,
3. Exclusion: isolating an individual from his or her peer group,
4. Impersonation: Using someone else's screen name and pretending to be them
5. Outing or Trickery: forwarding information or pictures meant to be private.

Sexual Bullying: With the exception of physical contact which is deemed criminal and/or meets the definition of Unlawful Sexual Contact as defined in DE Code §4112, unwanted touching of a sexual nature, unwanted talking about private parts, and unwanted comments about target's sexuality or sexual activities.

This list should be used by way of example only, and is not exhaustive. Such actions become bullying if they meet the definition with regard to intent and reasonably foreseeable effect. This policy is not intended to prohibit expression of religious, philosophical or political views, provided that the expression does not substantially disrupt the education environment. Similar behaviors that do not rise to the level of bullying may still be prohibited by other District policies or building, classroom or program rules.

III. School-Wide Bully Prevention Program

The District is committed to support each school in their adoption of a school-wide bully prevention Program. Each school is directed to develop or adopt a school-wide, research-based bully prevention program. A Coordinating Committee will be created, as described in Section IV of this policy.

IV. Coordinating 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.

V. Reporting Requirements

Bullying is unacceptable and a culture of openness is the best way to counter such behavior. It is the responsibility of each member of the school community: pupils, staff and parents to report instances of bullying or suspicions of bullying, with the understanding that all such reports will be listened to and taken seriously. 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.

VI. Investigative Procedures

- A. Each school is required to have a procedure for the administration to promptly investigate in a timely manner and determine whether bullying has occurred and that such procedure include investigation of such instances, 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.
- B. All reported incidents of bullying, regardless of whether the school could substantiate the incident, must be reported to the Department of Education by the principal or the principal's designee within five (5) working days.
- C. Some acts of bullying may also be crimes which must be reported to the police and/or the department of education pursuant to the school crime reporting law (14 Del. C. § 4112)

VII. Non-Classroom Supervision

To the extent funding is available; each school must develop a plan for a system of supervision in non-classroom areas. The plan shall provide for the review and exchange of information regarding non-classroom areas.

VIII. Consequences for Bullying

Consequences for bullying are outlined in the disciplinary matrix in the school code of conduct. A written notice to parents/guardians will be provided in both alleged and substantiated cases to both victims and bullying perpetrators. Repeated and/or serious bullying violations will be reported to law enforcement.

~~The following, including a combination of the following, may be considered by administrators to be the appropriate range of consequences for bullying:~~

- A. ~~Time out.~~
- B. ~~Loss of privileges.~~
- C. ~~Rebuke or verbal reprimand clearly specifying what is not acceptable and consequences if repeated.~~
- D. ~~Notices to parent. (REQUIRED BY LAW)~~
- E. ~~Serious talk with school staff member.~~
- F. ~~Serious talk with school staff member with parents present.~~
- G. ~~Behavioral report cards sent home.~~
- H. ~~Creation of a behavior contract.~~
- I. ~~In-school suspension.~~
- J. ~~Detention.~~
- K. ~~In-school suspension for up to five days.~~
- L. ~~Reassignment of seats in class, lunch or on bus.~~
- M. ~~Forbidden to enter certain areas of school.~~
- N. ~~Reassignment of classes.~~
- O. ~~A referral to an external agency.~~
- P. ~~Reassignment to another school, or another mode of transportation.~~
- Q. ~~Expulsion.~~
- R. ~~Report to Law Enforcement officials~~

IX. 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. The potential consequences for retaliation are as set forth in the preceding section.

X. Reporting Procedures

- A. The procedures for a student and parent, guardian or relative caregiver pursuant to 14 Del. C. § 202(f) of this Title or legal guardian to provide information on bullying activity will be as follows:
1. 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 the administration or designee.
 2. If a child expresses a desire to discuss a personal incidence 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 administration or designee.
 3. Written complaints shall be reasonably specific as to actions giving rise to the complaint and should include information as to:
 - a. Conduct involved
 - b. Persons involved, designated bully, target, and bystanders' roles
 - c. Time and place of the conduct alleged, number of incidents
 - d. Names of potential student or staff witnesses
 - e. Any actions taken in response
 4. Short, easy to use complaint forms can be obtained from the school administration or district office. (Appendix II – MSD Bullying Reporting Form)
 5. The MSD Bullying Reporting Form may be **completed on** ~~downloaded from~~ the school website **and automatically sent**, ~~completed, and then emailed~~ to school administration.
 6. Anyone may report bullying. A report may be made to any staff member.
 7. Each principal will designate a person or persons responsible for responding to bullying complaints.
 8. Every confirmed bullying incident will be recorded in the school register of Bullying incidents (Milford School District RAP), which will be a central record for designated staff to read. This will give an indication of patterns which may emerge of both bullies and victims.

XI. Anonymous Reports

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

XII. Notification of Parents, Guardian or Relative Caregiver

A Parent, guardian or relative caregiver pursuant to 14 Del. C § 202(f) or legal guardian of any target of bullying or person who bullies another must be notified.

XIII. 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:

1. Pediatricians/Primary Care Physicians and Mental Health Professionals are important links in the overall wellness of the whole child. The ability to communicate appropriately to identify the optimal health care needs of the child is necessary when issues at school impact the physical and emotional health of the child. This is especially true in bullying due to the social nature of the problem. Release of information forms must be signed by the parent, guardian or relative caregiver pursuant to 14 *Del. C.* § 202(f) or legal guardian in order for the primary care physician or mental health professional to communicate with school personnel 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 HIPPA and FERPA guidelines.
2. 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.
3. After confirmation that a child has been involved in a bullying incident, if the principal or designated person recommends a mental health evaluation be completed, the school may:
 - a. Require that return to school will be contingent upon the clinical evaluation providing recommendations and treatment plan if identified as appropriate.
 - b. Require that the student remain in in-school suspension and that return to regular class schedule will be contingent upon the clinical evaluation providing recommendations and treatment plan if identified as appropriate.
4. A summary of the evaluation shall be shared at a meeting with student, parent/guardian and school principal or designated person prior to return to school or the general population.

Emergency evaluations can be obtained through Christiana Care Health Services Emergency Center at Christiana or Wilmington Hospital (302)-733-1000, the Rockford Center (866)-847-4357. Crisis services are also available through Prevention and Behavioral Health Services, State of Delaware 24 hour hot line (302)-633-5128. Non-emergent services can be obtained through Children and Families First (800)- 734-2388, Catholic Charities (302)-655-9624, and Delaware Guidance (302)-652-3948 in New Castle County or by contacting a medical insurance company for recommended providers in the area.

XIV. Implementation

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

XV. Accountability

Each school shall notify the District in writing of its compliance with this policy and submit a copy of the procedures adopted under this policy by *January 1* of each school year. Each school shall verify for the District the method and date the policy has been distributed to all students, parents, faculty and staff.

~~XV. School Ombudsperson Information~~

~~The telephone number of the Department of Justice School Ombudsman shall be provided in writing to parents, students, faculty, and staff; and shall be on the website of the school district and each school.~~

XVI. Informing Students of Electronic Mediums

Upon implementation of this policy, and again at the beginning of each academic year, each school district and charter 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. From implementation of this policy, postings on Facebook, Twitter, MySpace, YouTube, SnapChat, Instagram, TikTok, and Pinterest shall, at minimum, be included in each district's and charter's school list 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 as defined above shall also be treated in the same manner as other publicly accessible internet portals.

XVII. Policy Notification

The policy shall appear in the student and staff handbook and if no handbook is available, or it is not practical to reprint new handbooks, a copy of the policy will be distributed annually to all students, parents, faculty and staff.

XVIII. Rules and Regulations

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*.

IX. Other Defenses

- A. 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.

B. 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.

XX. Relationship to Other Laws

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 such a manner as to conflict any state or federal laws concerning special education or individuals with disabilities.

~~DOE REGULATION 601. SCHOOL POLICE RELATIONSHIP~~

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.

~~A. To ensure that both students and parents are aware of the relationship between the school and the police agencies, you are advised that school officials shall promptly report to the appropriate police agency all matters which come to their attention, whether occurring on or away from the school premises, which involve pupils attending the particular school. The Milford School District has developed a Memorandum of Agreement (MOA) substantially similar to the MOA developed, approved and from time to time revised by the Delaware Department of Education with the Milford Police Department and the Delaware State Police to provide services to the District as requested. Each school district employee shall be advised, as defined in Del Code Section 4112, of his/'her duty to report school crimes and the penalty for failure to so report. The Superintendent or his/her designee shall report to the Department of~~

~~Education all school crimes pursuant to 14 Del Code Section 4112 and any subsequent amendment thereto. Such reports shall be made on forms as designated by DOE and filed with DOE within the time prescribed by the statute. In addition to those crimes required to be reported pursuant to statute, the Superintendent shall report to the DOE incidents of misconduct 4.1 through 4.7. Such reports shall be made on forms as designated by the DOE and filed with the DOE no later than five working days following the incident: 4.1) Pornography, Possession and Production; 4.2) Bomb Threats; 4.3) Criminal Mischief (Vandalism); 4.4) Tampering With Public Records; 4.5) Alcohol, Possession and Use; 4.6) Felony Theft (\$1000 or more); 4.7) Bullying.~~

~~For purposes of the reporting required pursuant to 4.7 of this regulation, “Bullying” is defined as when one person, or a group of persons, targets another person with repeated direct or indirect negative actions over a period of time which are harmful to the victim either emotionally or physically. A negative action occurs when a person knowingly inflicts or attempts to inflict, physical or emotional injury or discomfort upon another person. The following offenses should be reported to the appropriate police agency for investigation: 1) All felonies; 2) Serious assaults when any weapon is used; 3) Report of explosives, knives, firearms, ammunition, fireworks or blasting caps being brought into school; 4) Narcotic offenses or allegations; drinking; 5) Indecent assaults on pupils or staff; 6) Rape or assault with intent to rape; 7) Morals offenses (pornography, exhibitionism, peeping, etc.); 8) Organized gambling (numbers and pools; 9) Neglect or abuse of children; 10) Persons or conditions which are factors in contributing to the delinquency of minors; 11) Adults loitering on or near school property; 12) Unknown persons parked near schools at the time pupils are going to and from school; 13) Observations of reckless driving and traffic hazards endangering lives of school children; 14) Telephoned threats to the school; 15) Arson, attempted arson, or suspicion of arson; 16) Rumors or observations of gang rivalries or activities; 17) Reports of promiscuity or incest; 18) Evidence of threats or intimidation; 19) Larceny involving the personal property of school personnel; 20) Larceny of school equipment; 21) Burglary and attempted burglary of school buildings; 22) Malicious mischief and school vandalism; 23) Trespassing on school property.~~

~~B. _____ Police matters shall not include conduct which has been traditionally treated as a matter of discipline to be handled administratively by the schools. All school misconduct of a serious nature should be promptly reported to the parent/legal guardian of the involved student. Correlated with Delaware Department of Education Regulation 601 School/Police Relations, 2005.~~

GLOSSARY ACTIONS AND CONSEQUENCES

Action A:	Verbal Warning and/or Restorative Practices
Action B:	Written Warning/Parent Contact and/or Restorative Practices
Action C:	Teacher Intervention(s)/Parent Contact; May Include Seat Change or other classroom intervention
Action D:	Mandatory Behavior Contract School Detention & Parent Contact; Detention Assigned Before/After School
Action E:	Verbal Reprimand & Parent Contact and/or Restorative Practices
Action F:	School Detention & Parent Contact and/or Restorative Practices
Action G:	Two School Detentions & Parent Contact
Action H:	Class Period ISS or One Day ISS & Parent Contact
Action I:	Two Days ISS & Parent Contact; Parent Conference

Action J:	Three Days ISS & Parent Contact; Parent Conference to Return
Action K:	Specified Long Term ISS/Pre-Alternative School; Mandatory Parent Conference Restorative Practices
Action L:	One Day OSS & Parent Contact, Re-entry Meeting
Action M:	Two Days OSS & Parent Contact, Re-entry Meeting
Action N:	Up to three Days OSS & Parent Contact; with Re-entry Meeting & Behavior Contract Parent Conference to Return
Action O:	Behavior Contract With Student & Parent; May Include Attendance Clause Cell Phone Contract
Action P:	Up to five (5) days OSS, Mandatory Police Referral referral to Police or Other Agency and/or Central Review; Suspension from School --- up to five days; possible Central Review Referral, and/or Alternative Placement Team Meeting; Re-entry Meeting & Behavior Contract if applicable
Action Q:	Referral to School Discipline—Options: Behavior Contract, Principal's Probation, Class Placement/Change, School Service, Referral to Central Review Committee, Student Activities/Athletics Suspension 1-4 Weeks; Police Referral, Alternative Placement Team Meeting
Action R:	Suspension up to ten days pending Central Review Committee Meeting, Placement at Alternative School, Options: Mandatory Behavior Contract, Class Change, Extend Suspension, School Service, Alternative School Referral, Student Activities/Athletics Suspension; Police Referral; Alternative Placement Team Meeting; Recommend Expulsion Hearing and Re-entry Meeting
Action S:	Referral for Expulsion Hearing, police contact, if required – suspension for up to 10 days, extend suspension
Action T:	Change of Class Schedule and Parent Conference
Action U:	Restitution; Payment for Damages May be Required
Action V:	Principal's Probation; Loss of Driving Privileges
Action W:	Utilize MSD Bus Discipline Policy Rules & Regulations
Action X:	Confiscation by School Staff
Action Y:	Loss of Privileges
Action Z:	Required Action for Academic Cheating: Zero for work & required Parent Meeting Assignment still must be completed. Classroom intervention. Alternate assignment.

The principal or designee may offer community service **and other restorative practices** to a student **in addition to or to replace support** a disciplinary consequence listed above.

Restorative Practices- Restorative Practices are deliberate and intentional tools and strategies that facilitate the building of healthy relationships. These include but are not limited to Restorative Conferences, Restorative activities. Examples of such activities include but are not limited to: Purpose Prep coursework, community service, letter of apology, respecta agreement, etc.

Re-Entry 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, plan restorative conference or activities, and outline the plan in an 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.

Principal's/Behavior Contract - when repeated inappropriate behaviors occur or when a student fails to respond to recommended or required consequences for inappropriate behaviors, the student may be placed on a principal's/behavioral contract. A principal's/behavioral contract is an agreement between a student, the student's parent(s) or guardians, and an administrator. The principal's/behavioral contract will specifically state the conditions that, unless met, will result in a recommendation for further disciplinary action. **In addition, a Behavior Contract should outline supports the student may need to be successful in school and/or strategies for the student to use to avoid future situations that may result in disciplinary action.**

Central Review Committee – a Central Review Committee is a school-based committee to consider students who have repeatedly and/or seriously violated school rules and regulations and have been referred by an administrator. Committee is headed by the Principal/designee and identifies possible interventions and determines next steps in the discipline process.

Central Review/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 principal or designee may schedule a Central Review 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.** If the principal believes that an infraction by a student is so severe as to warrant more serious consequences than outlined in the Student Code of Conduct, the principal may call for a Central Review of the case. The Central Review Committee may assign any level of consequences from A through Z based on their determination of the magnitude of the seriousness of the infraction. **A Behavior Contract will be created at the end of the Central Review meeting.**

Code - the Student Code of Conduct.

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.

Behavior Contract - a student must fulfill specific commitments for a specified time period. If the student fails to fulfill the commitments, student will face consequences as outlined in the contract, which may include a referral to the Central Review Committee or the possibility of a recommendation for expulsion. **In accordance with 14 Del. C. § 614, violation of a Behavior Contract 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 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 Behavior Contract.

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.

Parent Contact or Conference - means a telephone contact, written communication or meeting with a parent/legal guardian in person unless otherwise designated.

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 parents who assist in school activities or chaperone school functions.

DDOE Regulation 614 - Uniform Definitions for Student Conduct Which May Result in Alternative Placement or Expulsion.

The regulation can be found at the following link:

<http://regulations.delaware.gov/AdminCode/title14/600/614.shtml#TopOfPage>.

STUDENT DISCIPLINE – SCHEDULE OF SINGLE OFFENSES, DEFINITIONS AND ACTIONS

INFRAC TION COD E	OFFENSE	D E F I N I T I O N S	Number of Year Offenses (A new record is started each year)				
			1st	2nd	3rd	4th	5th
			ACTIO N	ACTION	ACTI ON	ACTIO N	ACTIO N
C0 101 C0 163	Criminal Violent, Sexual, Weapo ns, Danger ous Instrum ent Felony Offense	Commission by a student of any violent felony as specified in 11 Del.C. §4201(c).	R	R	R	S	S
C0 151	Hate Crimes	Any person who commits, or attempts to commit, any crime as defined by the laws of this State, and who intentionally:(1) Commits said crime for the purpose of interfering with the victim's free exercise or enjoyment of any right, privilege or immunity protected by the First Amendment to the United States Constitution, or commits said crime because the victim has exercised or enjoyed said rights; or (2) Selects the victim because of the victim's race, religion, color, disability, sexual orientation, gender identity, national origin or ancestry, shall be guilty of a hate crime. For purposes of this section: a. "Gender identity" means a gender-related identity, appearance, expression, or behavior of a person, regardless of the person's assigned sex at birth. b. "Protective hairstyle" includes braids, locks, and twists. c. "Race" includes traits historically associated with race, including hair texture and a protective hairstyle. d. "Sexual orientation" means heterosexuality, bisexuality, or homosexuality.	R	R	R	S	S
C0 122 C0 125	Rape/Attem pted Rape	Sexual intercourse and attempted Sexual Intercourse without consent of the victim in both cases.	R	R	R	S	S

C0 133 C0 134 S0 152	Arson/Reckless Burning	A person recklessly or intentionally damages a building by intentionally starting a fire or causing an explosion. A person intentionally or recklessly starts a fire or causes an explosion and recklessly places a building or property in danger of destruction or damage or places another person in danger of physical injury.	R	R	R	S	S
C0141	Extortion	To obtain or attempt to obtain money, goods, services, or information from another by force or the threat of force.	R	R	R	R	S
C0201	Assault III	A person intentionally or recklessly causes physical injury to another person or With criminal negligence the person causes physical injury to another person by means of a Deadly Weapon or a Dangerous Instrument.	R, P, D	P,R	P, R	S	S
C0301	Unlawful Sexual Contact III	When a student has sexual contact with another person or causes the victim to have sexual contact with the student or a third person and the student knows that the contact is either offensive to the victim or occurs without the victim's consent.	R	R	R	S	S
C0621	Dangerous Instrument(s) Possession/ Concealment/Sale	Possession/concealment/sale by a student in the School Environment of any instrument, article or substance which is readily capable of causing serious physical injury or death.	R,S	R,S	R, S	R,S	R,S
C0 62 5 C0 60 1 C0 62 6	Deadly Weapon Possession/ Concealment/ Sale	Possession, concealment, or sale of a Deadly Weapon in the School Environment. Any instrument from which a shot may be discharged, including the discharge of a pellet, slug, bullet, or BB shot by compressed air or by spring discharge; a knife of any sort; switchblade knife; billy club; blackjack; bludgeon; metal knuckles; slingshot; razor; bicycle chain; ice pick; xacto knife; mace; pepper gas; taser; non-functional weapons; box cutter; or any other article commonly used or designated to inflict bodily harm or to intimidate others, or using in an aggressive and threatening manner articles commonly used for other purposes. Also, any dangerous instrument, as defined in this Code, will be considered a weapon/deadly weapon when used, displayed in a threatening manner, or attempted to be used, to cause death or serious physical injury.	R	R	R	S	S
C0121	Sexual Harassment/	Any unwanted sexual behavior committed by a perpetrator who is a stranger to the victim or by a perpetrator who is known by the victim or related to the victim by blood, marriage or civil	R to S	R to S	R to S	R to S	R to S

	Assault	<p>union. Behaviors that fall under this definition include but are not limited to: sexual harassment as defined in §763 of Title 11; sexual contact as defined in §761(f) of Title 11; Sexual Intercourse as defined in §761(g) of Title 11; sexual penetration as defined in §761(i) of Title</p> <p>11; and child sexual abuse as defined in §901 of Title 10.</p>					
C0713	Distribution of Drugs and/or Alcohol and/or Paraphernalia and/or Inhalants and/or Medications	The sale, transfer, or Distribution in school, on school property, or on school field trip of Drugs and/or Alcohol and/or Paraphernalia and/or Inhalants and/or Nonprescription Medication or Prescription Drugs and/or look-alike substances.	R	R	R	R	S
D0101	Pornography: Possession & Production	Possession, sharing, or production of any known obscene material in the School Environment.	I, X, D	N, X	N X	R X	S X
D0301	Criminal Mischief Vandalism	<p>A student, in the School Environment, intentionally or recklessly: (1) Damages tangible</p> <p>property of another person or entity; or (2) Tamperers with tangible property of another person so as to endanger person or property. This includes student and school property.</p>	Up to R,U	Up to R, U	R, U	S,U	S,U
D0401	Tampering with Public Records	A person knowingly without valid authorization removes, mutilates, destroys, conceals, makes a false entry in or falsely alters any original record or other written material filed with, deposited in or otherwise constituting a record of a public office or public servant.	N to R	R	R	R	R

D0501 D0502 D1301 D1201 D1601 C0701 C0719	Use and/or Possession of Drugs and/or Alcohol and/or Paraphernalia and/or Inhalants and/or Medications	<p>In the School Environment, a student unlawfully Possesses, Uses or is under the influence of Alcohol, a Drug, Drug Paraphernalia, or any substance or paraphernalia consistent with the definitions of these substances or paraphernalia.</p> <p>Unlawful Use or Possession of drug or alcohol look-alike substances. Unlawful Use or Possession of steroids. Unlawful Use or Possession of chemical vapors that are inhaled for their mind-altering effects. Possessing or using Nonprescription Medication or Prescription Drugs of any type in the</p> <p>School Environment in violation of 14 DE Admin. Code 612.</p>	R	R	R	S	S
D 1301	Drug Paraphernalia	<p>"Drug paraphernalia" shall mean all equipment, products and materials of any kind which are used, intended for use or designed for use, in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, re-packaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body. .</p>	H, D	H, D	H, D	M, D	N, D

D0601	Felony Theft (\$1000++)	(a) When a person takes, exercises control over or obtains property of another person intending to deprive that person of it or appropriate it; or (b) When a person, in any capacity, legally receives, takes, exercises control over or obtains property of another which is the subject of Theft, and fraudulently converts the property to the person's own use. The Theft is considered a felony when the value of the property received, retained, or disposed of is \$1500 or more or the victim is 62 years of age or older, or an "adult who is impaired" as defined in § 3902(2) of Title 31, or a "person with a disability" as defined in § 3901(a)(2) of Title 12.	R,U	R, U	S , U	S,U	R
D0701	Bullying / Cyberbullying	Any intentional written, electronic, verbal or physical act or actions against another student, school volunteer or school employee that a reasonable person under the circumstances should know will have the effect of: (1) 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 (2) 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 (3) Interfering with a student having a safe school environment that is necessary to facilitate educational performance, opportunities or benefits; or (4) 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. 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 (1) interferes with a student's physical well-being; or (2) is threatening or intimidating; or (3) is so	D, K,, L	K, D, ,N	R	S	S,U

		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 speaker knows is likely to be available to a broad audience within the school community.					
	Discriminatory Behavior or Speech	Any electronic, physical, verbal or written, or action (direct or indirect) that excludes, marginalizes, or discriminates against other people or groups of people that are members of a protected class.	A to N	D to N	R	R	R
D 0 8 0 1 D 0 8 0 2	Offensive Touching Student Victim	Intentionally touching another person either with a member of his or her body or with any instrument, knowing that the person is thereby likely to cause offense or alarm to such other person; or Intentionally striking another person with saliva, urine, feces or any other bodily fluid, knowing that the person is thereby likely to cause offense or alarm to such other person.	M to R	N to R	R	S	S
	Offensive Touching Employee Victim	Intentionally touching another person either with a member of his or her body or with any instrument, knowing that the person is thereby likely to cause offense or alarm to such other person; or Intentionally striking another person with saliva, urine, feces or any other bodily fluid, knowing that the person is thereby likely to cause offense or alarm to such other person.	R	R	R	R	R

D 0 9 0 1 D 0 9 0 2	Terroristic Threatening	<p>When a person makes a false statement or statements: (1) Knowing that the statement or statements are likely to cause evacuation in the School Environment; (2) Knowing that the statement or statements are likely to cause serious inconvenience in the School Environment; or (3) In reckless disregard of the risk of causing terror or serious inconvenience in the School Environment.</p> <p>A person threatens to commit any Crime likely to result in death or in serious injury to person or property; or A person commits an act with intent of causing an individual to believe that the individual has been exposed to a substance that will cause the individual death or serious injury.</p>	R	R,P	S , P	S,P	S,P
D100 1	Sexual Harassment	A threat to engage in conduct likely to result in the commission of a sexual offense against another individual. The offender suggests, solicits, requests, commands, demands or otherwise attempts to induce another individual to have sexual contact or sexual intercourse or unlawful sexual penetration knowing that it is likely to cause annoyance, offense or alarm to that individual.	R	R	S	S	S
D1101	Fighting/ Disorderly Conduct	<p>Any aggressive physical altercation between two or more individuals.</p> <p>Conduct in the School Environment which causes public inconvenience, annoyance or alarm or creates a risk thereof by: engaging in fighting or violent tumultuous or threatening behavior or making an unreasonable noise or an offensively coarse utterance or gesture or display or addressing, abusive language to any person present.</p>	I, or P,R	P,R	P , R	S	S
D1401	Tobacco Possession and/or Use	Possession or distribution of any tobacco product and/or lighted cigarette (cigar, pipe, vape pipe, Juul, e-cigarette, etc.), inhaling or exhaling smoke, chewing or using tobacco products	A to F, K, X N	E,, K, X N	A to F, K, X N	H to J, X N	L, X N

D2001	Teen Dating Violence	Assaultive, threatening or controlling behavior, including stalking as defined in 11 Del.C. §1312, that one person uses against another person in order to gain or maintain power or control in a current or past relationship. The behavior can occur in both heterosexual and same sex relationships, and in serious or casual relationships.	E to R	E to R	E to R	E to R	E to R
S0011	Profanity, Use of	Student uses written/spoken language, materials, or gestures which are offensive, obscene, or vulgar.	D, F to H, K	F to H, K	D, I	L	M
S0024	Unexcused Absence/Truancy	An unexcused absence; refer to MSD Attendance Policy #5403. Chronic Truants will be referred to Truancy Court	H	H	H	H	H
S0032	Tardiness: Late to Class	Late to class without authorization or approved reason (every 3rd tardy)	F, E, K	F, K	G	G	H
S0041	Skiping Class	Absence from a class for more than 10 minutes without authorization or approved reason. Students must have prior written approval from sending and receiving staff for arrangements to miss an assigned class to attend another class during that time.	F, K, H	K, H, I	I	D, J	R
S0051	Leaving School Grounds w/o Permission	Leaving the school grounds, after arriving on school grounds, without authorization prior to the end of the student's scheduled day.	D, H	D, I	D, J	D, J	R

S0071	Loitering	Student is present in any school area without authorization including student on school property before/after dismissal.	Up to H, K	Up to I, K	Up to J	J	J
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S0081	Defiance of School Authority	A verbal or non-verbal refusal to immediately 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; or A verbal or non-verbal display of disrespect and/or uncivil behavior toward school personnel which either causes a substantial disruption or material interference with school activities.	K, H to L	K,H,I to M	K,H, D, N	N	N to R
S0091	Disruption of Educational Process	Individual or group behavior which seriously or repeatedly interferes with effective functioning of the teacher, student, or class in the classroom; individual or group behavior outside of the classroom which seriously or repeatedly interferes with effective functioning of the teacher, student, class, or school	F	G	H	I	I
S0101	Inappropriate Behavior	Violation of classroom rules not specifically covered by the student code of conduct.	A to H, K F to N	A to I, K F to N	F to N	F to N	F to N
S0102	Inappropriate Behavior: Safety Violation	Student does not obey safety procedures as outlined by school officials.	A to C	C to F	D to G	H	H
S0103	Inappropriate Behavior: Violation of Behavioral Contract	The failure of a student to comply with the provisions of any behavior contract between the student, his/her legal guardian, and the school.	R	R	R	R	R
S0105	Inappropriate Behavior: Disrespect towards a Student	Student uses, or threatens to use, language, gestures, or actions which create or might create a disturbance, including gossip and rumors; uses remarks, spoken or written, that defame the dignity or self-esteem of individuals.	F to N	F to N	F to N	F to N	F to N

S0107	Inappropriate Behavior: Careless & Reckless Behavior	Intentional/unintentional behavior that threatens to or causes personal injury or property damage. For example: shoving, horseplay.	B to H, K	D, H, K, I	I to L	M	R
S0108	Inappropriate Behavior: Consensual and/or Sexual Misconduct	Any request or suggestion of action by one or more persons involving the use or display of those parts of the body generally referred to as "private" (unacceptable in public) in which he/she knows this conduct is likely to cause alarm to another person; explicit sexual actions or display; explicit written or spoken words of a sexual nature (includes photographs, other pornography and sexually related items) A consensual sexual act(s) between two individuals within the School Environment.	F to N	F to N	N to R	S	S
S0111	Stealing/Theft	Taking, exercising control over or obtaining property of another person intending to deprive that person of it or appropriate it.	Up to N,U	Up to N,U	R,U	S,U	S,U
S0112	Unsafe Driving / Parking Violation	Student drives any vehicle on school property (or while under jurisdiction of school authority) with disregard for the safety of persons or property (including other forms of transportation). Includes, but not limited to, driving on the grass, failure to stop, or excessive speed Student violates school parking and driving agreement.	H to V, P	H to V, P	H to V, R, P	H to V, R, P	H to V, R, P
S0131	Unsafe Items	Items such as: utility knives, ice pick, lighter, pocket knife, scissors, and anything as deemed unsafe by the administration	Up to R,X	Up to R,X	R,X	R,X	S
S0141	Academic Cheating	To be dishonest or deceptive in order to obtain an advantage or gain for oneself or another student. Examples include, but are not limited to, giving or receiving answers, test	Z, D, K	H, Z, K	I, Z, K	Up to R	Up to R

		questions, work results, or projects. Use of cell phone during an assessment is classified as academic cheating. Also, plagiarism, the adoption or reproduction of original creations of another author without due acknowledgement, is considered academic cheating.					
S0151	Fire Alarm Incident	A person intentionally sets off a false school fire alarm, or call in a false 911 emergency directly or indirectly; recklessly damages or interferes with effective functioning of school's fire alarm system.	R	P,R	S	S	S
S0301	Abusive/ Inappropriate Language to Staff	Student uses written/spoken language, materials, or gestures which are offensive, obscene, or vulgar towards an employee of the Milford School District.	L to N, K	N, K	N,R	N,R	S
S0161	Attorney General's Report / Off Campus Conduct	Attorney General's Report shall mean the Department of Justice's report of 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.	R	R	R	S	S
S 02 01 S 02 11 S 02 21 S 02 31	Failure to Report or Perform Disciplinary Action	Student does not report for disciplinary action (such as ISS, detention, etc.) and/or fails to comply with disciplinary consequence. Student does not perform properly in ISS.	A to L N	F to M N	N R	R	R
S0241	Gambling	Student participates in games of chance for money and/or other things of value.	A to H	F to N	R	R	R

S0271	Trespassing	Entering or remaining on school property without authorization; including, but not limited to, knowing or unknowing entry upon school property by a suspended student. or student from another school who does not have a legitimate reason for being there.	R E	R E	R E	R E	R E
S0272	Breaking and Entering	The unauthorized entry of any locked area of the school environment during or after school; including, but not limited to, rooms, classrooms, auditorium, gym, shops, offices, lockers, cabinets and vehicles.	R	R	R	R	R
S0284	Unprepared for PE Class	Student does not dress appropriately for PE class	A	B	C	F	N
S0291	Dress Code Violation	Violation of Dress Code outlined in Milford School District Board Policy 5415	A, B, C, E, Θ	E, F, H	H	I	D N
S0302	Instigation	Behavior which is likely to incite or produce aggressive or physical conflict between two or more individuals.	K H to N	D, K L to N	D, K M to N	N	R
S0181	Acceptable Use Policy Violation Misuse of Technology	Soliciting, using or sending pornographic or obscene material, accessing unauthorized email, downloading and/or installing files with or without malicious intent, and/or damage to equipment within the school environment; or a situation in which a student tampers with, damages, alters, accesses, crashes, or corrupts the computer/communications system in the School Environment resulting in the loss or corruption of information or the ability of the system to operate; or In any way disrupts or degrades the school or District's technology infrastructure.	A to E or R	R	R	S	S

S 03 11 S 03 12	Unauthori zed Electronic Device / Cell Phone	This includes but is not limited to tablets, computers , radios, MP3 players, electronic games, beepers, cell phones, CD players, gigs pets , lasers, camera, and all electronic equipment, etc. NOTE: Cell phone power must be turned off and out of sight during the school day. Cell phone use during the school day within the school building is prohibited without permission from a school official. Use of cell phone during an assessment is classified as cheating.	A, K, B, Θ, X	H, F, X	O, D H, X	H, Θ, D t, X	N, M, X
S 03 21 S 03 22	Falsification Written/Verbal	This includes but is not limited to making something false for the purpose of deception or fraud, altering something for the purpose of deception, or using a false name or identification.	C to H	H to I	I to L	J to M	R

S033 3	Code of Conduct Violations: Repeated (5+)	Five or more violations of the school's Code of Conduct within a school year, excluding chronic infractions for tardiness or unexcused absences to school/class.	Up to R	Up to R	R	R	R
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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;

APPENDIX I:
Expulsion or Alternative School Placement Hearing Waiver

MILFORD SCHOOL DISTRICT REQUEST WAIVER OF EXPULSION HEARING

*Student
Name:*

School:

Grade:

PLEASE CHECK ONE:

_____ I am the parent/legal guardian of _____; or

_____ I am the student and I am eighteen years of age or older.

- I waive my right to have an expulsion hearing.
- Upon waiving my right, the expulsion hearing scheduled for _____ is cancelled.
- I understand that **(student)** will be expelled through **(time frame) with alternative educational placement.**
- **I understand that I, Student, will not be allowed on Milford School District property for any reason for the duration of the expulsion period.**
- By waiving my right to a hearing, I understand I am also waiving my right to file an appeal.

**APPENDIX II:
Bullying Reporting
Form**

- 33 -

Student _____
Date _____

Parent/Guardian _____ **Date** _____

Bullying Definition: Any overt acts by a student, or a group of students, directed against a student victim with the intent to ridicule, harass, humiliate, intimidate or inflict bodily harm while at school, on school grounds, or at a school-sponsored activity. These acts are typically repeated against the student victim over time.

Name(s) of victim(s):	Name(s) of students(s) accused:	Name(s) of witnesses/bystanders

Type of Incident (check all that apply):

- ☐ Name calling Physical
- ☐ (hit, kicked, punched) Racial or demeaning
- ☐ Threatening
- ☐ Cyber (online or text)
- ☐ Excluding (left out)
- ☐ Rumors
- ☐ comments Other (explain):

œ

☐ Sexual comments

œ ☐ Stolen or damaged possessions

Where did the incident happen? (check all that apply):

- ☐ Hallway
- ☐ Gym
- ☐ Bus
- ☐ Cyber (online or text)
- ☐ Classroom
- ☐ Locker
- ☐ Room Bus
- ☐ Stop Other
- ☐ Bathroom
- ☐ Cafeteria
- ☐ School Trip

Who have you reported the incident to? (check all that apply):

- | | | | |
|--------------------------|-----------------|---|---|
| <input type="checkbox"/> | Teacher | | |
| <input type="checkbox"/> | Administrator | | |
| <input type="checkbox"/> | Other | | |
| <input type="checkbox"/> | Counselor | œ | œ |
| <input type="checkbox"/> | Parent/Guardian | œ | |

Explain the incident:

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; 7/30/18

Based on this report of alleged bullying, an investigation will take place.

MILFORD SCHOOL DISTRICT
Milford, Delaware 19963

POLICY

5405

DEMERIT SYSTEM
GRADES 6-12

A discipline demerit system is in effect in order to track students who progress through the discipline system.

The total number of demerit points determines the status of the student in the discipline system; in other words, every offense counts, bus discipline is separate. Also, with a demerit system, students are able to earn "good time" points to reduce their demerit total. They can work their way back to good standing.

Students who end the school year with 45 or more demerits will be placed on a behavioral contract for the following school year.

Demerit System

1 detention	=	1 demerit per day
1 in-school suspension	=	5 demerits per day
1 out-of-school suspension	=	8 demerits per day

(Example: fighting requires a 3-day OSS, yielding 24 demerits)

30 demerits =	parent conference, principal's probation, social restrictions
45 demerits =	parent conference with School Review Committee, assigned seating at lunch, Superintendent's hearing
60 demerits =	parent conference, Central Review referral, recommendation to School Board for expulsion or placement in alternative school

* Principal's Probation (Social Restrictions)

Denied parking/driving privileges on campus

Denied field trips

Denied attendance/participation in school events or activities including the prom and homecoming dance

Forfeit any elected or appointed office for remainder of school year (class or club officer, student council, office aide, etc.)

ADOPTED: 4/14/75; 3/21/77; 8/22/77; 11/17/80; 12/15/80; 6/27/88; 6/26/89; 6/27/94;
5/24/99; 5/22/00; 6/24/02; 4/23/07; 5/19/08

REVISED: 5/17/10; 5/21/12

DELETED: