

AGREEMENT

between the

CHRISTINA SCHOOL DISTRICT
BOARD OF EDUCATION

and

CHRISTINA CHILD NUTRITION
ASSOCIATION, DSEA/NEA

August 15, 2023-August 14, 2026

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PREAMBLE

This Agreement is entered into this 22nd day of June by and between the Board of Education of the Christina School District, hereinafter called the "Board," and the Christina Child Nutrition Association DSEA/NEA hereinafter referred to as the Association.

ARTICLE 1 PURPOSE

The purpose of this Agreement is the recognition of the rights and responsibilities of the parties concerned and the formulation of procedures by which both parties may work together in good faith with regard to all matters pertaining to this Agreement. To this end, an Employer-Employee Relations Committee is herewith created.

Regular monthly meetings of the Employer-Employee Relations Committee shall be held on an as-needed basis to discuss implementation and interpretation of this Agreement and other issues of mutual concern. The need for the meetings shall be established by the Association president.

This Committee shall be composed of three representatives named by the Association and three representatives named by the Superintendent.

The parties will exchange agendas 48 hours prior to these meetings.

**ARTICLE 2
RECOGNITION**

- 2:1 The employer recognizes the Association as the sole and exclusive bargaining representative for the employees covered by this Agreement for the purpose of representing public employees in their employment relations with the public employer in matters covering wages, salaries, hours, sick leave, grievance procedures, and other terms and conditions of employment.
- 2:2 The term "employee" as used herein shall include all Child Nutrition Services employees exclusive of managers, administrative, and supervisory personnel. It is further understood that only the following classifications in the Christina School District are included as Child Nutrition services employees in the bargaining unit established herein: All cooks and general workers in the Department of Labor's Certification of Case #147, and all lead workers and satellite meal handlers.
- 2:3 The term "promotion" as used herein shall mean a change in an employee's position that results in the assignment to a higher job classification with increased job responsibilities and increased pay as defined in DE State Code, Title 14, Chapter 13 -SALARIES AND WORKING CONDITIONS OF SCHOOL EMPLOYEES.
- 2:3.1 Wherever the term "lateral transfer" is used, it is agreed that it refers to a current employee who moves from one position to another within the same category and at their current rate of pay, whether it is within the same kitchen/building or to a different kitchen/building.
- 2:4 The term "Board" as used hereinafter shall mean the Christina Board of Education.
- 2:5 The term "bargaining unit" as used hereinafter shall mean that group of employees proper to, and covered by, this Agreement.
- 2:6 The term "school" as used in this Agreement means any of the buildings maintained by the Board of Education in which the educational process is carried on.
- 2:7 Wherever the term "principal" is used, it is to include the responsible administrative head of a school building.
- 2:8 Wherever the term "manager" is used it is to include the responsible administrator of any work location or his designee.
- 2:9 The inclusion or exclusion of a newly formed position shall be submitted to the Public Employment Relations Board, State of Delaware, for determination.

- 2:10 If during the life of this Agreement any administrative rules or regulations or Board policy shall be inconsistent with the provisions of this Agreement, the Agreement during its life shall be controlling over the inconsistent language in such administrative rules and regulations or Board policy.
- 2:11 If any provision or any application of this Agreement to any employee or group of employees is held to be contrary to law and/or the Delaware Department of Education rules and regulations then such provision or application shall be invalid, but all other provisions or applications of this Agreement shall continue in full force and effect.
- 2:11.1 The Association and the Board shall meet promptly to renegotiate the invalidated provisions of this Agreement.
- 2:12 The term "overtime" herein used shall refer to hours worked beyond thirty-seven and one-half hours in a normal work week and all hours worked on a Saturday and/or Sunday.
- 2:13 The term "extra-time" herein used shall refer to hours worked beyond an employee's normal annualized hours.

ARTICLE 3
ASSOCIATION SECURITY

3:1 The employer agrees to deduct the Association membership dues from the earned wages of any employee who authorizes such deduction through the signing of the appropriate membership form. On or before the twentieth of each month the Association will deliver to the District additional executed authorization forms under which Association membership dues are to be deducted. The deduction shall be made either semi-monthly or from each pay period received by the employee. The deduction, and its transmittal shall be made to the designee of the Association consistent with current practice and State payroll procedures.

**ARTICLE 4
GRIEVANCE PROCEDURE**

4:1 Definition

4:1.1 A grievance shall be defined as a written claim by an employee that the terms of this Agreement, official written policy of the Board of Education, or written administrative rules and regulations relating to salaries, employee benefits, and/or working conditions have been violated, misinterpreted, or misapplied resulting in the abridgement of rights granted to the employee by such documents. A grievance may also be defined as a written claim by the Association that the terms of this Agreement, official written policy of the Board of Education, or written administrative rules and regulations relating to salaries, employee benefits, and/or working conditions have been violated, misinterpreted, or misapplied resulting in the abridgement of rights granted to the Association by such documents.

4:1.2 A grievant is the person, persons, or organization who files a grievance as provided for under this Agreement.

4:1.3 A class grievance is a grievance filed by the Association which asserts an effect on a group or class of employees. Any such grievance shall contain sufficient information to clearly identify the aggrieved employees (not by name).

4:1.4 Days as used in this Article shall refer to employee workdays; however, when a grievance is submitted between May 1 and September 1, days shall refer to calendar days.

4:2 PURPOSE

4:2.1 The purpose of this procedure is to provide an alternative to existing means of resolving concerns over matters specified in this Agreement which affects employees of the District. Both parties agree that these proceedings, if utilized, will be kept confidential except that the Board shall provide the Association with copies of all grievances and written decisions at each level.

4:3 TIMELINESS

4:3.1 All grievances to be considered under Article 4 must be initiated in writing at Step 1 within ten (10) duty days from the time of the incident giving rise to the grievance or the time the employee or the Association should reasonably have known of the incident. Time limits are not extended because of discussion of an issue by the Employer-Employee Relations Committee.

- 4:3.2 Claims under this Agreement, including claims for back wages, shall be valid for only the fiscal year in which the grievance was first filed in writing with the employer.
- 4:3.4 All grievances should be processed as rapidly as possible. The number of days indicated at each step will be considered a maximum and every effort will be made at each step to expedite the process. The time limit specified, however, may be extended by mutual written agreement.
- 4:3.4 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall constitute authority for the grievance to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 4:3.5 No grievance may be changed after it is filed. However, the grievance may be amended with respect to the cited policy, rule, or regulation following the decision rendered at Step 1 of the grievance procedure if the response indicated an improper citation was used in filing the grievance rather than responding to the grievance on its merits and shall be considered timely filed if resubmitted at Step 1 within ten duty days of the initial response.

SPECIFIC PROCEDURES

- 4:4
- 4:4.1 An employee having a complaint or a problem shall discuss it orally with his/her immediate manager. The manager shall respond to the employee's complaint not later than the end of the employee's next work shift.
- 4:4.2 If the employee's complaint is unresolved at the informal step and is a proper subject for grievance under the definition set herein the issue may be processed as follows.
- 4:4.3 STEP 1 - The grievance should be reduced to writing, dated, and signed by the employee. The grievance shall set forth the nature of the grievance, the remedy sought, and the specific provision of the Agreement, the Board policy, or the administrative rules and regulations alleged to have been violated. The employee shall forward the grievance to CNS Specialist within the time limits established herein. The CNS Specialist shall meet with the employee within ten duty days of receipt of the written appeal to attempt to resolve the grievance. If the grievance is not resolved, the CNS Specialist will communicate the decision in writing to the employee within five days following the meeting.
- 4:4.4 STEP 2 - If the grievance is not satisfactorily resolved at Step 1, it may be appealed to the CNS Supervisor within five duty days of the decision at Step 1.

The CNS Supervisor shall meet with the employee within five duty days of receipt of the written appeal to attempt to resolve the grievance. Human Resources will communicate the decision in writing to the employee within five duty days after the close of the meeting.

- 4:4.5 STEP 3 - If the grievance is not satisfactorily resolved a Step 2 it may be appealed to the Superintendent or his/her designee within seven duty days of the decision at Step 2.

The Superintendent or his/her designee shall meet with the employee within seven duty days of receipt of the written appeal to attempt to resolve the grievance. The superintendent or his/her designee will communicate the decision in writing to the employee within seven days after the close of the meeting.

4:5 SUBMISSION TO ARBITRATION

- 4:5.1 If the grievance is not satisfactorily resolved at Step 3 herein and if the grievance pertains to a violation of a specific provision(s) of this Agreement between the Board and the Association, the Association shall advise the Superintendent of its desire to proceed to arbitration within fourteen calendar days of the decision at Step 3.

- 4:5.2 No claim shall constitute an arbitrable matter or be processed through arbitration if it pertains to:

- (a) a matter where a specific method of remedy or appeal is prescribed by law;
- (b) any rule or regulation of the Delaware Department of Education; however, failure to equitably apply such rules or regulations may be arbitrable;
- (c) any matter which according to law is either beyond the scope of Board authority or which the Board may not delegate;
- (d) dismissal of a probationary employee. (NOTE: dismissal of non-probationary employees is arbitrable).

- 4:5.3 Items (a) through (d) above, although not arbitrable, shall be appealable through the grievance procedure, within ten (10) duty days of the Superintendent's decision, to the Board which shall, at its option, hold a hearing concerning the matter or determine the matter on the basis of the written record. The Board shall render its decision within thirty (30) duty days of the date of the filing of the appeal to the Board.

4:5.4 Appeal to arbitration where other procedures of appeal are available shall operate as a waiver of any such alternative method of appeal and such appeal shall be signed by the Association and the employee involved.

4:5.5 The parties will attempt to file a joint statement to the Public Employment Relations Board which shall state in reasonable detail the nature of the dispute and the remedy requested. The parties shall be bound by the rules and procedures of the Public Employment Relations Board in the arbitration proceedings except as this Agreement shall otherwise provide.

4:5.6 If the Superintendent or designee disagrees as to the arbitrability of the dispute he shall convene a meeting within ten (10) duty days of request to proceed to arbitration in an effort to resolve the differences between the parties.

4:5.7 If the disagreement over arbitrability persists the arbitrator appointed under the procedures set forth herein shall rule upon the question of arbitrability prior to hearing the merits of the dispute in question. The arbitrator shall schedule a second meeting to hear the dispute on its merits or schedule a subsequent hearing if requested by either party.

4:6 ARBITRATION PROCEDURE

4:6.1 The Public Employment Relations Board shall administer arbitrations pursuant to regulations adopted by the Public Employment Relations Board. The decision of the arbitrator shall be submitted to the Board and the Association.

4:6.2 The arbitrator's written decision shall not amend, modify, nullify, add to, or subtract from the provisions of the Agreement.

4:6.3 The decision of the arbitrator shall be binding upon the parties.

4:7 COST OF ARBITRATION

4:7.1 The costs for the services of the arbitrator in determining whether a dispute is arbitrable, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne by the losing party. The costs for the services of the arbitrator, incurred in deciding the merits of a dispute, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

4:8 MISCELLANEOUS

- 4:8.1 Commencing with Step 1 of the Grievance Procedures, the grievant may be represented by a representative selected or approved by the Association.
- 4:8.2 If the grievant does not choose to be accompanied and represented by an Association grievance representative the Association shall have the right to be present and to state its views commencing with Step 1 of the grievance procedure.
- 4:8.3 If the employee elects to be represented he/she must still be present at any step of the grievance procedure where his/her grievance is to be discussed except that he/she need not be present where it is mutually agreeable that no facts are in dispute and where the sole question is the interpretation of this Agreement.
- 4:8.4 Where grievance proceedings are mutually scheduled by the parties during work time, persons proper to be present shall suffer no loss of pay. In the event of a dispute whether a person is proper to be present at the grievance, such dispute shall be subject to resolution through the grievance procedure.
- 4:8.5 No documents, communications, and records which are developed in connection with the processing of a grievance shall be filed in the employee's personnel file.
- 4:8.6 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the District until such grievance and any effect thereof shall have been fully determined.
- 4:8.7 A form for filing grievances shall be prepared jointly by the Association and the Administration, reproduced by the Administration, and distributed to the Association so as to facilitate operation of the grievance procedure. Such form shall be attached as Appendix B of this Agreement.
- 4:8.8 Meetings or hearings at any level of the grievance procedure may be waived by mutual agreement of the parties.

ARTICLE 5
NO STRIKE - NO LOCKOUT

- 5:1 Both parties recognize the desirability of continuous and uninterrupted operation during the year and the avoidance of disputes which threaten to interfere with such operation. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled the parties have removed the basic cause of work interruptions during the period of this Agreement.
- 5:1.1 The Association agrees that during the period of this Agreement it will not, nor will any person acting on its behalf, overtly cause, authorize, or support a strike or any other concerted disruption of normal school district activities as a result of disputes over interpretation of this Agreement or any other matter over which the Board has jurisdiction. The Association shall also undertake all possible means to prevent and/or terminate these prohibited activities.
- 5:1.2 The District agrees that during the period of this Agreement it will not, nor will any person acting on its behalf, overtly cause, authorize, or support an offensive lockout of any employee covered by this Agreement as a result of a labor dispute between the District and the employees covered by this Agreement.

**ARTICLE 6
RIGHTS OF THE PARTIES**

- 6:1 The Board agrees to make available to the Association, upon reasonable written request, all information, reports, and budgets which are available to the public and shall, upon reasonable written request, make available to the Association other statistics, information, and records necessary for negotiations.
- 6:1.1 The Association shall be provided a list of current employees, work location, job titles, and hours on a quarterly basis or as requested, not to exceed on a monthly basis.
- 6:2 Administration directives which are not confidential to administrative and supervisory personnel and which affect the employment relations of employees shall also be mailed to the Association president at the time of the issuance or posting of the directive.
- 6:3 A copy of current Board policy and Board minutes (agendas) shall be available electronically for the president of the Association as soon as they are made available. The Association shall provide the Board with copies of its Constitution and By-Laws.
- 6:4 A written list giving the names of the Association's elected and appointed officials shall be furnished to the employer immediately after their designation and the Association shall notify the employer promptly of any changes in such list. The Board shall provide the Association a Table of Administrative Organization with names and updates as needed.
- 6:5 Accredited representatives of the State and National Association shall be permitted to transact official Association business on school property at all reasonable times. The Association representative shall obtain approval of the building principal or other person in charge of the building which the representative is visiting by reporting to the office. Such access shall not be unreasonably denied.
- 6:6 The Association shall have the right to use school buildings for Association business on the same basis as other school-affiliated organizations in accordance with District policy.
- 6:7 The Association may use the school office and District inter-office mail system and bulletin board space for posting notices in areas readily available to employees and assigned for the dissemination of information by means of notices, circulars, or other similar materials pertaining to Association business under the following provisions:

- (a) The material must identify clearly the individual(s) and/or organization responsible for the information contained therein;
- (b) A copy of the material for general distribution or an opportunity to copy material being distributed must be given to the building principal or his designee prior to, or at the time of, posting or dissemination in that building. If the material is to be distributed or posted system-wide, a copy also must be furnished to the Superintendent or designee prior to, or at the time of, posting or dissemination;
- (c) The mail system and bulletin boards may not be unreasonably used so as to interfere with the normal business of the school;
- (d) The use of the District inter-office mail system will be consistent with current law, court cases, and postal regulations.
- (e) District email will be the primary mode of communication with the understanding that automated phone messages will be sent in the event of emergencies. It shall be the responsibility of each employee to ensure that the District has a current phone number on record.

6:8 The Association shall have the right to use school facilities and equipment in place by qualified operators, including duplicating equipment and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof. Prior approval shall be obtained from the building principal where the equipment is located.

6:9 Employees required to appear before the Board or administrator concerning any matter which could adversely affect his/her condition of employment and/or salary, shall be given prior written notification of the reason for the meeting at least 48 hours in advance. Managers shall have 5 working days to raise concerns about an issue. Topics not included in the written notification shall not be covered at said meeting. The employee shall be entitled to consult with and have an Association representative to advise and represent him/her during such meeting.

6:9.1 When an employee is requested to meet with a manager/administrator and he/she at any time reasonably believes the meeting may result in disciplinary action, the employee may have an Association representative present. Such representative must be available within a reasonable amount of time. This section does not preclude informal discussion with an employee pertaining to the employee's performance at his/her work location.

6:10 No employee shall be disciplined, reprimanded, discharged, or reduced in pay except for just cause. Any such action will be considered with due regard to privacy. Any suspension of an employee pending an investigation or disposition of charges by the Board of Education shall be with full pay and benefits.

- 6:11 The Christina School Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Delaware and of the United States and including, but without limiting the generality of the foregoing, the right:
- to exercise executive management and administrative control of the school system, its properties and facilities, and direct work activities of its employees;
- to hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote, place, transfer, and assign all such employees; and
- to exercise the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Delaware and the Constitution and laws of the United States.
- 6:12 Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Delaware School Laws or any other national, state, county, district, or local laws or regulations.
- 6:13 In a bonafide emergency affecting the health, safety, or welfare of the students of the District, the Board or administrative designee may take appropriate action.
- 6:14 The Board and the bargaining unit shall split the cost of making this agreement available to all current and new employees. In addition, the Board shall post an electronic copy upon ratification.
- 6:15 The Board reserves the right to enter into a contract, subcontract, or agreement with any person, persons, organizations, or companies which will affect services normally provided by this bargaining unit. Written notice will be given to the Association six months prior to releasing bids. The Board agrees that it will not subcontract the full composite of services of the bargaining unit.
- 6:16 Student volunteers may perform work in the cafeteria, but will not be used in place of paid staff.
- 6:17 If the decision is made to close school, or have an unscheduled remote learning day, because of inclement weather or othertype of emergency situation after the employee's normal starting time, the employee shall be paid for time actually worked or a minimum of 1 hour, whichever is greater.

If school is cancelled and students are not required to make up the day employees may take personal time if available or have the hours deducted. Employees will elect, at the beginning of each school year, whether to request that personal time be used or to be deducted for time lost due to emergency closure. Personal day(s) used for inclement weather will be excluded in attendance calculations on the yearly evaluation.

If school is cancelled and students are required to make up the day employees will be required to make up the day on the date designated by the Christina School District Board of Education.

- 6:17.1 In the event of days forgiven by the Department of Education, or there is an official state of emergency declared by the Governor, no deduction shall be made to annualized salary.
- 6:18 When school openings are delayed because of inclement weather or other type of emergency situations you are expected to arrive at work at your usual reporting time. Unless otherwise advised by management.
- 6:19 Employees who are normally assigned to one building and are required to work at another building due to an emergency situation shall receive the State mileage rate for traveling and shall also receive their regular salary rate for travel time provided the travel is done during the person's normal work time.
- 6:20 Job descriptions attached here within are for the sole purpose of advising employees of their job responsibilities. The Board reserves its right to modify the job descriptions in Appendix C and to add to or eliminate job descriptions as organizational needs dictate; however, the Board agrees to review newly created job descriptions with the Association if such occurs and to negotiate over the rates of pay of these positions. The Board further agrees that in the event of substantive modifications of existing job description it will review such modifications with the Association and negotiate over rate changes as such may be necessary.
- 6:21 The current uniform policy is attached as Appendix D for information. Any changes to the policy will be discussed with the union prior to implementation.
- 6:22 Up to fifteen (15) duty days leave with pay will be granted annually to the President of the Association or a person designated by the President to perform his/her official Association functions. Requests for association time by President or designee should be submitted, via email, at least one week in advance to the President's CNS Supervisor for approval.
- 6:23 Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for such required travel at the rate provided by Delaware Code.

- 6:24 In order to effectively represent employees, telephones will be accessible to Elected representatives and officers of the Association.
- 6:25 Clickers will not be used to count student meals.
- 6:26 Employees are required to enter absences and extra time into the online payroll system within 48 hours of an occurrence.
- 6:27 The District agrees to provide the employees, via email, with a document verifying their position, placement on the salary schedule and a breakdown of how their hourly rate has been calculated in the months of October and March.

ARTICLE 7
SENIORITY, LAYOFF, AND RECALL

7:1 SENIORITY

7:1.1 The term seniority as used in this Agreement shall be calculated as the length of continuous service in a CNS position in the District.

7:1.2 The Human Resources Office shall annually publish a list of all employees by classification in seniority order. This list shall be published and posted in each school by February 15 of each year. Employees who wish to appeal their placement on this list must do so in writing to the Human Resources Office before March 1 of the year the list is published. A final list shall be published by March 31 each year. An employee's failure to question prior to March 1 his/her seniority date and classification on the first published list will preclude the assertion of incorrect placement in challenging any subsequent actions having to do with seniority. Once an appeal has been adjudicated no further appeal for the same reason will be honored.

7:1.3 In the event two or more employees in the same classification have the same seniority date a lottery will be used to break the tie. The lottery results that were in effect in 1980-81 will be utilized wherever possible. Ties that are created by a person moving to a new classification or as a result of adjustment because of leave of absence will be broken by placing the persons new to the classification at the top if it was a downgrade, at the bottom if it was an upgrade or a result of a leave. In the event of ties that cannot be solved by the above procedures, a new lottery will be conducted.

7:1.4 An employee shall lose his/her seniority and all rights thereto under this Agreement for the following:

- (a) resignation or discharge;
- (b) retirement;
- (c) failure to return to work from a leave of absence or failure to notify the District of intent to return to work within the specific time requirements; and
- (d) failure to respond to proper recall notice or laid off for more than two years.

7:2 PROBATIONARY PERIOD

7:2.1 Probationary employees shall serve a probationary period of thirty (30) workdays which may be automatically extended an additional thirty (30) workdays with written notification to the employee.

- 7:2.2 Upon satisfactory completion of the probationary period, the employee's seniority date will be established as the first date of the employee's continuous service.
- 7:3 LAYOFF
- 7:3.1 If a reduction in force is necessary beyond normal attrition, the Superintendent or designee shall determine the number of positions that will be reduced as well as the date such reductions are needed and shall apprise the President of the Association of this information prior to the effective date of the reductions. It is agreed that CNS managers, having been previous members of the bargaining unit prior to the reduction in force, are eligible for placement in any open position for which they qualify. Their seniority date shall be reestablished as their original seniority date minus the amount of time spent in management.
- 7:3.2 Upon notification that his/her position has been identified for elimination or an employee is being bumped from his/her position an employee will be:
- (a) able to select a transfer to an open position in her classification if such a position is available and/or bump, if seniority allows, the least senior employee within the same classification;
 - (b) if (a) is not available, an employee will be able to select a transfer to an open position in a lower classification if such a position is available and/or bump, if seniority allows, the least senior employee in a lower classification; or
 - (c) laid off.
- 7:3.3 It is understood by both parties that changing a person's number of hours is considered a reassignment as per section 8:2.1 of this Agreement.
- 7:3.4 An employee exercising his/her right to bump to a lower classification rather than being laid off shall receive the salary rate of the new classification. Such an employee will be put on the recall list in seniority order of his/her former classification.
- 7:3.5 An employee who selects layoff rather than bumping to a lower classification shall be eligible for recall only to the classification from which laid off.
- 7:3.6 Employees who are laid off shall be automatically placed on the recall list in seniority order for a period equal to their length of service, but not to exceed two years. To remain on the recall list for a second year the employee must notify the District Human Resources Office by certified mail, return receipt

requested, or in person, one month prior to the end of the first year, that he/she wishes to remain on the recall list for the second year.

7:4 RECALL

7:4.1 Employees except as provided in Section 7:3.5 shall be recalled in seniority order according to the classification from which they were laid off and any lower classification.

7:4.2 Notification of recall will be by telephone and personal email address. The employee will be responsible for submitting their preferred telephone number and email address to Human Resources upon notification of their reduction in force status. The person will be expected to respond to the offer within 48 hours (excluding weekends and holidays) of the telephone call or email.

7:4.3 If notification by telephone and email is not successful Human Resources will contact the President and Uniserv Director via email. They will have an additional 72 hours excluding weekends to contact the employee and garner a response.

7:4.4 The person who accepts recall will report to work on the date indicated by the administration or at a later mutually agreeable time. A person may have at least 72 hours to report to work.

7:4.5 A person who refuses a position in their former classification will be removed from the recall list and the District will have no further obligation to the person.

7:4.6 Persons who are eligible for recall must keep the Human Resources Office informed of any changes in their address and/or telephone number or email address if available.

7:4.7 Time lost by an employee laid off under the provisions of this Article who is subsequently recalled under provisions of this Article shall not be considered to interrupt continuous service, but such time shall not be counted toward seniority. Adjustments of seniority will be calculated on the same basis as the State determines credit for sick leave.

7:5 MISCELLANEOUS

7:5.1 Employees on Board-approved leaves of absence shall be subject to the layoff provisions of this Article.

ARTICLE 8 TRANSFERS AND PROMOTIONS

8:1 ADVERTISEMENT

All vacancies for permanent positions will be posted within fifteen (15) working days of the vacancy and shall be posted for at least ten (10) workdays in each cafeteria work area, and a copy will be sent to the Association President. Requests for lateral transfer will be disposed of prior to dealing with candidates seeking promotion. Every effort will be made to fill posted positions within twenty (20) workdays of the closing date of the posting.

8:1.1 A job posting shall contain:

- a) Type of vacancy
- b) Position description including number of hours
- c) Location
- d) Start date
- e) Qualifications
- f) Salary
- g) Closing date; and
- h) Other relevant information; to include specific online application platform.

8:1.2 Employees to be considered for a posted position must complete an online application, located on the district website. Employees shall not have active disciplinary (letter of reprimand or above) within twelve (12) months prior to posting for a position.

8:1.3 Promotion:

Selection for promotions not covered by 8:1.4 shall be determined by the following criteria, which are listed according to priority. Candidates will not be considered for promotion if reprimand or above exists within 12 months prior to posting:

- a) Qualifications (as outlined on the job description) based upon evaluation, experience, additional food service school and the Christina Promotion Criteria
- b) Seniority
- c) System-wide balance

8:1.4 Transfers within a Category:

Selection for transfers should be determined by the following criteria which are listed according to priority. Candidates will not be considered for transfers if reprimand or above exists within 12 months prior to posting:

- a) Seniority
- b) At least a satisfactory performance evaluation
- c) Operational needs of the position

d) System-wide balance

8:1.5 The employee will be notified of their offer via district email. The employee will have 24 hours, not including weekends and holidays, to respond to the offer for a requested position.

8:1.6 A list of open positions, or building staffing list, will be sent to the union president monthly. Vacant positions will be posted at least ten (10) calendar days prior to the deadline for filing application using the District's electronic application system and a copy will be sent to the Association President. It is agreed that Child Nutrition personnel will be permitted access to district computers in all school buildings throughout the summer.

8:2 REASSIGNMENT OF HOURS

8:2.1 Increasing an individual's number of hours in a building constitutes a reassignment of hours. Reassignments shall be done based upon the same criteria as listed in 8:1.4. An increase in time, greater than 2.5 hours, shall be posted. Candidates will not be considered for increase in hours if reprimand or above exists within 12 months prior to posting

8:3 INVOLUNTARY TRANSFER

8:3.1 Notices of proposed involuntary transfers shall be given to the employee involved upon knowledge of such transfers. Unless unusual circumstances exist, 72 hours' notice will be given. Employees will not be involuntarily transferred to a position with fewer hours.

8:3.2 An employee may request a meeting with his/her supervisor, or another appropriate administrative official or designee, accompanied by a an Association representative to discuss the transfer.

8:3.3 Employees will not be involuntarily transferred to other than existing vacancies except as organization needs (i.e., racial balance) and legal requirements dictate.

8:3.4 When involuntary transfers are deemed necessary the least senior employee will be transferred unless the sending or receiving school's operational needs, requirements of law, court order, or affirmative action program dictate otherwise.

8:3.5 Any employee who is involuntarily transferred shall be given the option to return to his/her original assignment when a vacancy occurs if:

- (a) he/she requests in writing within ten duty days of being transferred involuntarily; and
- (b) organization needs dictate (i.e., racial balance).

8:4 MISCELLANEOUS

8:4.1 If an employee is denied a transfer or a promotion, written reason(s) will be given upon written request of the employee.

8:4.2 In the event an employee is granted a lateral transfer between the categories of cooks, or granted a promotion to cook, satellite meal handler or lead worker there shall be a probationary period of thirty (30) workdays which may automatically be extended an additional thirty (30) workdays with written notification to the employee. Should either the supervisor or the employee decide that such lateral transfer or promotion is not successful; the employee shall have the right to return to a similar position from which he/she was transferred or promoted.

8:4.3 It is understood by the parties that the recall list will be used before the advertisement of any permanent vacancy.

8:4.4 It is understood by the Association that nothing set forth in this Article shall prohibit the Board from simultaneously seeking candidates from outside the bargaining unit for vacancies; however, it is understood by the Board that where an individual in the bargaining unit is qualified the employee within the bargaining unit shall receive the appointment.

8:4.5 If the School Board officially designates a building to be opened or closed the Association and the Administration will meet to develop procedures for transferring the staff of the closed building(s).

8:4.6 Employees must complete 90 calendar days of service in new positions as a result of a lateral transfer of equal hours before being eligible to apply for future openings.

**ARTICLE 9
LEAVES OF ABSENCE**

9:1 SICK LEAVE

9:1.1 Sick leave and absences for other reasons shall be according to Delaware State Law. For the information of employees, a summary of State Law is placed at the end of this Agreement as Appendix F.

9:1.2 A physician's statement certifying the medical justification for an employee's absence will not normally be requested for less than three days consecutive absence; however, should there be an attendance pattern which appears to warrant it, an employee shall be notified in writing that a physician's certificate will be required for all future absences that are to be charged to sick leave. The certificate requirement will be reviewed each six months following such notification.

9:1.3 It is the employee's responsibility to report his/her inability to be on duty to the manager. Two hour notification preferred or at minimum prior to the start of shift. Failure to comply with this section will be reason for discipline.

9:2 LEAVES OF ABSENCE

9:2.1 Parental and military leaves shall be according to Delaware State Law. For the information of employees, a summary of State Law is placed at the end of this Agreement as Appendix F.

9:2.2 Leaves of absence not covered by State Law may be granted by the Board of Education for the following reasons:

- (a) illness of the employee;
- (b) for the purpose of caring for a critically ill member of the employee's immediate family;
- (c) adoption of an infant; and
- (d) serve as staff member of the Association(s); or other reasons.

9:2.3 The Board of Education shall grant a leave of absence to an employee elected as an officer in the Association(s) for one year. Such leave may be renewable for up to one additional year upon application of the individual and upon recommendation of the Superintendent and approval of the Board. Such leave shall be granted to not more than two employees at any time and the leave holder shall continue to accumulate seniority.

- 9:2.4 All leaves granted under Section 9:2.2 and 9:2.3 will be on the basis of an agreement between the Board and the individual employee.
- 9:2.5 All leaves granted under Sections 9:2.2 and 9:2.3 shall be without pay and without credit for experience toward salary computation or pension eligibility or compensation.
- 9:2.6 Employees granted leaves under Section 9:2.2 and 9:2.3 shall retain all seniority and salary rights earned prior to such leave upon return to employment.
- 9:3 In addition to State-provided personal leave, the District will provide that when an employee is required to attend a legal proceeding as a party or is subpoenaed as a witness, such absence shall not be charged against sick leave if:
- (a) the legal proceeding is related to school matters and the employee's presence as a party or witness is not caused by any fault or misconduct on the part of the employee as determined by the outcome of this proceeding; or
 - (b) the legal proceeding involves a matter of public interest as distinguished from a private dispute and the appearance of the employee as a witness in said proceeding may properly be considered to be the discharge of a civic responsibility.
- 9:4 JURY DUTY - Any employee who is called for jury duty during his/her workday shall receive his/her regular pay for the time spent on jury duty.
- 9:5 At the end of an extended leave the employee shall be assigned to the same or similar position to the one from which leave was granted in accordance with his/her seniority.
- 9:6 Employees on leave of absence shall be able to continue to participate in Board-sponsored group benefit programs at their own expense provided the company providing such benefits agrees.
- 9:7 Employees will be provided an annual record of their sick leave balance.
- 9:8 Family and Medical Leave - Some of the types of leaves of absence mentioned in this section may qualify as a Family and Medical Leave. All requests for a leave of absence will be reviewed for qualification under the Family and Medical Leave Act of 1993. The employer will designate the leave as FMLA and notify the employee in writing.
- 9:9 Donated Leave Program – A donated leave policy has been developed to assist employees who have used all sick and personal leave, if applicable as a result of catastrophic illness or injury. The Association shall have the right to have a representative on any committee that's related to the operation of this program.

**ARTICLE 10
HOURS OF WORK AND PREMIUM RATES**

- 10:1 The employer shall establish hours of work for CNS employees based upon the need for such services. The normal workweek for employees will consist of total assigned hours, exclusive of unpaid lunch, except as overtime is required to carry out the mission of the employer. No employee shall be hired for less than 3.0 hours.
- 10:1.1 The staffing allocation, including the staffing factors, for each school will be discussed with the Association at the beginning of each school year and when there are changes in the allocation of a specific work location.
- 10:1.2 If an employee is consistently required by a manager to work additional time above the daily annualized hours, the situation will be reviewed by the Supervisor of Child Nutrition Services. If the additional time is determined by the Supervisor of Child Nutrition Services to be needed, then the daily annualized hours of the employee will be changed to reflect the additional time. If it is determined that the additional time is not needed, then the employee will not be required to consistently work additional time.
- 10:1.3 All Lead workers hours shall be a minimum of 6.0
- 10:2 General Workers-The normal work year for Child Nutrition general workers shall consist of the number of student days including unscheduled student remote learning days, plus one start up day and one in- service day. The normal year for high school general workers will be the same as the other general workers minus the number of non-serving days in the high schools when meals are served in other schools. High school general workers will have the option of working the non-serving days in other schools by communicating, in writing, to the CNS office, their intent prior to the end of the current school year. Employees selecting to work the additional days will be assigned a school to report to and will receive excess pay for the additional time worked.
- Cooks & Leads-The normal year for Child Nutrition cooks and leads shall be equal to the number of student days including unscheduled student remote learning days, plus two opening days and one in-service training day. The normal work year for the DSD Night Cook will be equal to the number of days on which dinners are served plus two opening days and one in-service training day.
- 10:3 WORK WEEK - The normal work week shall be Monday through Friday; however, the parties recognize that on occasion other schedules may be necessary and may be implemented provided:
- (a) any alternative to the Monday through Friday schedule shall be discussed in a timely manner with the Association before it is implemented;

(b) the development of a variable schedule shall not increase the workload of employees on the regular Monday through Friday schedule

10:4 WORK DAY - Total assigned hours of work exclusive of unpaid lunch shall constitute a normal work day. Employees who work four hours or more will be permitted one fifteen-minute (15) rest period as scheduled by the CNS manager.

10:5 OVERTIME & EXTRA TIME

10:5.1 DISTRIBUTION - For overtime & extra time work requested from CNS with less than fourteen (14) days' notice the work shall be distributed equitably to employees in the following order based upon seniority and operational needs within a given kitchen, within school clusters sharing supervision and then district wide.

For overtime & extra time work requested from CNS with fifteen (15) or more days' notice the work shall be distributed equitably to employees in the following order based upon seniority and operational needs within a given kitchen and then district wide.

Overtime & extra time attached to the respite program shall be distributed equitably based on seniority to employees who are ServSafe certified and trained on the utilization and care of equipment.

Overtime & extra time policies for Child Nutrition workers shall be consistent throughout the District.

An employee shall respond within twenty-four (24) hours to any offer of overtime & extra time.

10:5.1.2 Extra Time & extra time for a nutrition educational event shall be distributed to employees qualified to perform the available extra time work. Qualified candidates will have successfully completed a four (4) DOE approved unit courses. Qualified employees will be offered overtime & extra time on a rotational basis by kitchen seniority first, followed by district seniority.

10:5.2 Employees will be paid time and one-half (1.5X) for all hours worked past an aggregate of thirty-seven and one-half (37.5) hours in each normal work week and all hours worked on Saturday. Double time (2X) will be paid for all hours worked on Sunday. All overtime hours must have prior approval from the CNS supervisor or designee.

10:5.3 In consideration of the above, it is agreed by the Association that employees shall accept the assigned overtime & extra time on the following basis: Employees qualified to perform the available overtime & extra time work shall be offered overtime & extra time on a rotational basis by seniority. Overtime & extra time will be rotated daily unless it has been determined that the assignment will extend for five days or more, in which case it would be rotated every five days. If an employee

declines the overtime/extra time it shall be credited for equitable distribution as if he/she had worked the overtime/extra time. The qualifying employee with the least seniority must accept the overtime assignment in the event employees with greater seniority decline. If an absence is reported after work hours, the overtime/extra time may be assigned based on availability for the first shift.

10:5.4 Payments for overtime & extra time will normally be made within the second payroll following the pay period in which the work was performed providing the time was reported by the employee in accordance with District procedure.

10:5.5 There will be an overtime/extra time roster created at the beginning of each school year and posted in each kitchen to be used for reporting overtime & extra time assignments. The managers will indicate next to each name whether the employee has been assigned overtime/extra time or has refused the overtime/extra time request.

10:6 An employee who is required to work in a higher rated classification shall receive the higher rate of pay in said classification for the number of hours actually worked in such classification.

10:6.1 Employees who are asked to fill in during a manager's or assistant manager's absence will be paid an additional \$20.00 per day for the entire assignment. In cases where an employee is asked to fill in for a manager or assistant manager for a minimum of three (3) hours, the employee will be paid an additional \$10.00 per day.

10:7 The employer reserves the right to reasonably modify starting and quitting times of employees. The employer will normally notify the employee(s) involved at least seventy-two (72) hours in advance of such change; however, in the event of an emergency, the employee(s) shall report as requested without regard to the aforementioned seventy-two (72) hours' notice.

10:8 Every effort shall be made to obtain a substitute for absent employees. The additional hour or hours required and the exact time of day will be determined by the manager and will be assigned to the employees on a rotational basis by seniority in their assigned kitchen first and to those available employees. A rotation schedule for all buildings shall be maintained and posted in a conspicuous place in each kitchen. If a coverage is not obtained, the manager will review possible adjustments to the operation of the cafeteria. Such adjustments may include closing of certain lines, offering less entrees, and/or increasing the hours of the employee(s).

When no volunteer is available to cover positions in satellite schools, all General Workers will rotate when a substitute is not available. A rotation schedule will be maintained in the cooking schools and all employees will rotate filling satellite needs based on least to highest seniority.

10:9 Substitutes shall only be used to fill day-to-day and temporary absences. Substitutes shall not be used to delay or avoid filling permanent positions.

- 10:9.1 When any position requiring ServSafe certification is temporarily open, no employee without ServSafe certification will be assigned as coverage for that position for more than three (3) days.
- 10:10 The District will provide an orientation for all new employees including substitutes and employees moving to a higher classification. This orientation will be the responsibility of the District Administration, and with input from the Association in District Liaison
- 10:10.1 One day of in-service training shall be provided, at the expense of the District, annually for all employees. A Joint Committee between the Association and the District shall meet to plan the in-service.
- 10:11 With the exception of an approved leave of absence, it is the employee's responsibility to submit an absence request for all absences through the online attendance tracking system.
- 10:12 Each employee is required to complete annual professional standards for school nutrition programs as established by USDA.
- 10:13 Employees are required to repay/reimburse the District for any incomplete or withdrawal after registration from unit course and Servsafe training work.

**ARTICLE 11
SAFETY AND HEALTH**

- 11:1 The employees and the Association shall cooperate in the enforcement of safety regulations. Should an employee(s) feel that an unsafe or unhealthy situation exists he/she shall notify his/her manager immediately who shall contact the CNS Supervisor or designee. Such a situation will be investigated as soon as possible by an Association representative and the CNS Supervisor or designee. If, after such review, the situation is declared unsafe employees will not be required to work under that condition.
- 11:2 If the matter is not adjusted to the satisfaction of the employee it shall be referred to District Liaison for review.
- 11:3 Employees who have a work-related injury (Workers Compensation) will continue to receive all Board-paid fringe benefits for the year the injury occurred plus one additional year if they are not eligible to receive comparable benefits through other sources.
- 11:4 For the information of employees, attached in Appendix G are the procedures to be followed if the temperature in a kitchen is excessive.

ARTICLE 12
SALARIES AND EMPLOYEE BENEFITS

12:1 The salaries of all employees covered by this Agreement shall be the salaries as prescribed by Chapter 13, Title 14, plus a supplement from District funds in the amounts in the schedule set forth in Appendix A which is attached hereto and made a part hereof.

12:2 All increases in State salary schedules and schooling supplement, State bonuses, and State cost-of-living adjustments shall be passed on to all employees unless contrary to law.

12:3 Newly hired employees with no previous Christina School District experience will start on Pay step one. Employees from other school districts will be placed accordingly on the salary scale once their years of service have been verified. Employees shall receive a longevity increment included in their pay rate as follows:

Beginning one Pay Step 11– 25¢ per hour

Beginning on Pay Step 16 – 35¢ per hour

Beginning on Pay Step 21 – 40¢ per hour.

12:4 Employees who have completed two (2) units of training courses will receive an additional \$.55 per hour. Employees who have completed the four (4) units of training courses will receive an additional \$.35 per hour.

12:5 **FRINGE BENEFITS**

12:5.1 Employees working 30 or more hours per week shall receive a monthly stipend above the State contribution toward health insurance provided they use the money for coverage. The District will pay the State portion of health insurance for those full-time employees (30 or more hours) who do not qualify for such. (The amount of this stipend will reflect parity with the teachers' negotiated agreement.)

12:5.2 Employees working 30 or more hours per week shall receive a stipend toward the purchase of benefits. The amount of the stipend will reflect parity with the teachers' negotiated agreement.

12:5.3 The stipend in Section 12:6.1 may be used toward the purchase of the following benefits:

Health Insurance

Dental Care

Vision
Life Insurance
Prescriptions
Long-Term Disability Insurance
Blood Bank

12:5.4 Employees who work twenty (20) hours per week or more, but less than thirty (30) hours per week, will receive one-half of the Board premium set forth in Section 12:6.1 for use toward health insurance and one-half of the Board stipend in Section 12:6.1 for use for other benefits.

12:5.5 Employees who work ten (10) hours per week or more, but less than twenty (20) hours per week, will receive one-fourth of the Board premium set forth in Section 12:6.1 for use toward health insurance and one-fourth of the Board stipend in Section 12:6.1 for use for other benefits.

12:6 When a cook or general worker is in charge of a kitchen such employee will be paid an additional stipend in addition to regular salary to compensate for the added responsibility based upon the following schedule:

Cooking Schools - \$1.70 per hour

Satellite Schools - \$2.25 per hour

12:6.1 All cooks will be paid a stipend in addition to regular salary:

Cooks - \$1.25 per hour

12:7 EVALUATION STIPEND

12:7.1 An employee who receives an evaluation of Exceeds Expectations will be paid a stipend of \$250. Those who receive an evaluation of Meets Expectations will be paid a stipend of \$200. The stipend will be paid in the first paycheck in August for the preceding year. An employee who leaves employment prior to an evaluation being completed will not be eligible for this stipend. This stipend will be prorated for employees hired after the 92nd work day based on the District calendar.

**ARTICLE 13
DISCRIMINATION**

- 13:1 The Board and the Association agree that all practices, procedures, and policies of the District shall clearly exemplify that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, evaluation, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, sexual orientation, domicile, marital status, disability, age or Vietnam Era veteran's status.
- 13:2 The parties shall not discriminate against, interfere with, restrain, nor coerce employees in the right to organize or to join or participate in lawful Association activities or refrain from so doing.
- 13:2 The Association recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE 14 EVALUATION

- 14:1 Evaluation and judging of an employee's performance shall be for, but not limited to, the following purposes:
- (a) To provide employees with feedback and support for continuous self-improvement;
 - (b) To provide an atmosphere of cooperation between supervisors and employees throughout the evaluative process;
 - (c) To provide information for making judgments about personnel, promotions, reassignments, transfers, demotions, and dismissal.
- 14:2 A conference shall be held with the employee to discuss his/her evaluation report and to obtain the employee's signature. A copy of the report will be given to the employee one day in advance of the conference. Such signature only indicates that the report has been read by the employee and in no way indicates agreement with the contents. There will be one official evaluation completed for each employee per year.
- 14:3 Within ten (10) working days of receipt of an evaluation the employee may respond in writing. The employee shall submit a copy of his/her response to the evaluator who shall attach the response to the evaluation report and forward both to the appropriate office for filing.
- 14:4 The immediate supervisor will discuss any negative situation that will/may be used in an evaluation within a reasonable amount of time of the occurrence. If the negative information is not brought to the attention of the employee within three working days, the information will not be used in the evaluation of the employee.
- 14:5 Employees will receive their evaluations by May 15 of each year.
- 14:6 Evaluations indicating a less than Meets Expectations rating will be accompanied by written supportive statements from the evaluator.
- 14:6.1 Evaluations will be conducted by managers who have been trained in District evaluation procedures.
- 14.7 For the information of employees, attached as Appendix H is the current evaluation form. Any changes in the form will be discussed with the Association prior to implementation.

**ARTICLE 15
PERSONNEL RECORDS**

- 15:1 Personnel files on each employee will be maintained in the Human Resources Office.
- 15:2 The Board agrees that it will maintain only one personnel file.
- 15:3 An employee shall have the right to review the District's personnel file pertaining to the employee, **in accordance with Delaware Code, Title 19, Chapter 7, Subchapter IV, subsection 732.** An employer shall, at a reasonable time, upon request of an employee, permit that employee to inspect that employee's own personnel files used to determine that employee's own qualifications for employment, promotion, additional compensation, termination or disciplinary action. The employer shall make these records available during the regular business hours of the office where these records are usually and ordinarily maintained, when sufficient time is available during the course of a regular business day to inspect the personnel files in question. The employer may require the requesting employee to inspect such records on the free time of the employee. At the employer's discretion, the employee may be required to file a written form to request access to the personnel file. This form is solely for the purpose of identifying the requesting individual to avoid disclosure to ineligible individuals. To assist the employer in providing the correct records to meet the employee's need, the employee shall indicate in the written request either the purpose for which the inspection is requested or the particular parts of the employee's personnel record which the employee wishes to inspect.
- 15:4 An employee may have a representative of the Association present during such review; however, the personnel file shall not be taken from the office by the employee and shall be examined in the presence of the personnel officer or his/her designee.
- 15:5 The employee shall affix her signature to all evaluative material to be placed in his/her file to indicate that he/she has seen the material. The Association shall be informed in writing if any employee refuses to sign material placed in his/her file. A meeting of the employee, the Association President or his/her designee, and the administrator shall be held at a mutually agreeable time. At this time the administrator shall once again request that the employee sign the material in question. If the employee refuses to sign, the Association President or his/her designee shall sign a statement typed on the material for this purpose. The statement shall read:

"I have witnessed _____ refusal to sign this material."
Employee's Name

Association President or Designee

- 15:6 Any document regarding an employee's performance which an employee either has not signed or been given the opportunity to sign shall not be placed in the employee's file or shall not be utilized in any proceeding against him/her.
- 15:7 The employee shall have the right to answer any material filed and the answer shall be attached to the file copy.
- 15:8 Employees may receive copies without charge of up to ten (10) individual pages of non-confidential documents filed in the personnel file. Once the employee has received ten (10) free copies he/she shall be charged ten (10) cents per copy for each page of additional non-confidential material received except as provided in other provisions of this Agreement.
- 15:9 An employee may request in writing to the Personnel Office that material he/she deems unfavorable contained in the personnel file be removed. If the request is approved such documents and all directly related documents shall be removed. The employee shall be advised in writing of the disposition of his/her request.
- 15:10 Anyone who reviews the District file on an employee other than employees of the Personnel Office and the Child Nutrition Services Office shall do so in a manner prescribed by administrative regulations. An individual authorized by such regulations to review the file shall indicate such action by affixing his/her name and date of such review.

**ARTICLE 16
MISCELLANEOUS**

16:1 This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of the Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered at the time this Agreement was executed; however, should the parties agree to discuss and conclude agreement on any issue(s) such agreement(s) shall be effected only by an instrument in writing duly executed by both parties and appropriate ratification and approval of the parties.

16:2 Nothing in this Agreement which changes existing Board policy, rules, or regulations shall operate retroactively unless expressly so stated.

16:3 Notices under this Agreement shall be given by either party to the other by certified letter, or personal transmittal and written acknowledgements as follows:

To the Board at:

Christina Administrative Offices
1899 S. College Avenue
Newark, DE 19702

To the Association at:

4135 Ogletown-Stanton Road, Suite 101
Newark, DE 19713

16:4 Employees will not be responsible for transporting cash receipts outside of their assigned building.

16:5 At point of hire, the District will provide each new employee information regarding membership in the Association. The information shared with new employees will be prepared by the Association.

**ARTICLE 17
DURATION OF AGREEMENT**

- 17:1 This Agreement shall be in effect as of August 15, 2023 and shall continue in effect until August 14, 2026 subject to the Association's right to bargain over a successor agreement.
- 17:2 This Agreement shall be binding on the parties, their successors, and assigns for the duration of the Agreement in accordance with Chapter 40, Title 14 of the Delaware Code unless specifically prohibited by law. Bargaining over a successor agreement will begin no later than March 1, 2026 upon request of the parties.
- 17:3 In witness whereof the parties have caused this Agreement to be signed by their respective designees, all on the day and year first above written.
- 17:4 This Agreement shall continue in effect until replaced by a successor agreement or until it is terminated by either party giving written notice of desire to terminate to the other party. In the event of notices to terminate, such notice shall be given the other party in writing by certified mail sixty (60) calendar days prior to the date said party desires termination of the Agreement. Sixty (60) calendar days after the date of said notice this Agreement shall expire on the date indicated in the notice, except that in no event shall this Agreement expire prior to August 14, 2026.

For the Employer, CHRISTINA SCHOOL DISTRICT

(Signed) _____
President, Board of Education

(Signed) _____
Vice-President, Board of Education

(Signed) _____
Executive Secretary, Board of Education

For the Association, CHRISTINA CHILD NUTRITION ASSOCIATION, DSEA, NEA

(Signed) _____
President, Association

(Signed) _____
Vice-President, Association

(Signed) _____
Secretary, Association

(Signed) _____
Treasurer, Association

Appendix A.

Pay Rate - A local pay rate increase of .25 per hour for all pay steps on the local pay table for each of the three years in the term of this agreement.

Longevity - Employees shall also receive a longevity increment included in their pay rate beginning on Pay Step 11 of 25¢ per hour, beginning on Pay Step 16, 35¢ per hour and beginning on Pay Step 21, 40¢ per hour.

Additional Pay - Lead Worker - Cooking School is \$1.70 per hour, Lead Worker - Satellite School is \$2.25 per hour and Cook is \$1.25 per hour.

Beginning 2023-2024 and beyond - move Satellite Lead Worker pay from the General Worker state and local pay rate table to the Cook/Driver state and local pay rate table

Christina School District			
Child Nutrition Services Local Pay Rate Tables			
FY2024 - FY2026			
Step	2024	2025	2026
1	\$4.74	\$4.99	\$5.24
2	\$4.76	\$5.01	\$5.26
3	\$4.78	\$5.03	\$5.28
4	\$4.80	\$5.05	\$5.30
5	\$4.82	\$5.07	\$5.32
6	\$4.84	\$5.09	\$5.34
7	\$4.86	\$5.11	\$5.36
8	\$4.88	\$5.13	\$5.38
9	\$4.90	\$5.15	\$5.40
10	\$4.92	\$5.17	\$5.42
11	\$5.19	\$5.44	\$5.69
12	\$5.21	\$5.46	\$5.71
13	\$5.23	\$5.48	\$5.73
14	\$5.25	\$5.50	\$5.75
15	\$5.27	\$5.52	\$5.77
16	\$5.67	\$5.92	\$6.17
17	\$5.67	\$5.92	\$6.17
18	\$5.67	\$5.92	\$6.17
19	\$5.67	\$5.92	\$6.17
20	\$5.67	\$5.92	\$6.17
21	\$5.77	\$6.02	\$6.27
22	\$5.77	\$6.02	\$6.27

Appendix B.
Christina Child Nutrition Services
Grievance Forms

Grievance Form - Level I	
(Must be submitted within ten days of alleged violation)	
Grievant	Date of alleged violation : _____
Building	Contract Article and Section violated:
Position	or Board Policy section violated:
	or Administration rule or regulation violated:
Description of grievance and statement of adverse effect caused by this alleged violation: _____	
Remedy sought:	
Grievant signature:	Date:
Date Received:	
Principal/Supervisor's decision:	
Principal/Supervisor's signature	Date:

Grievance Appeal - Level II	
(Must be submitted within five days of receipt of previous decision)	
Grievant signature	Date:
Date Received:	
Administrator's decision:	
Administrator's signature	Date:

Grievance Appeal - Level III	
(Must be submitted within five days of receipt of previous decision)	
Grievant signature	Date:
Date Received:	
Administrator's decision:	
Administrator's signature:	Date:

Appendix C.
Christina Child Nutrition Services
Job Descriptions

TITLE: Child Nutrition General Worker

REPORTS TO: Directly responsible to Child Nutrition Manager and indirectly reports to Operations Manager, Specialist and Child Nutrition Supervisor.

PRIMARY FUNCTION: Directed by Child Nutrition Manager; Participates in food preparation in any area, serving of food, setting up counters, cashiering, operating kitchen equipment and clean up of kitchen facilities and serving areas. Successful completion of job duties will result in an eating environment where meals are prepared, served and stored in an atmosphere that promotes food safety, sanitation and a warm, inviting experience for students and staff.

PERFORMANCE RESPONSIBILITIES:

1. Shall work in area assigned by Child Nutrition Manager.
2. Shall be responsible for proper use, operation and cleanliness of kitchen equipment, heating and cooling units, cash register and other equipment as required.
3. Shall accept alternating assignments on the serving line, in the dish room, kitchen prep and cash register as directed by the Child Nutrition Manager.
4. Shall keep work, service areas, equipment clean and sanitary and avoid backlog of unwashed areas, equipment and utensils according to district HACCP Plan.
5. Shall clear and clean dining area tables and chairs during and after meal service and sweep the floor in the kitchen preparation area.
6. Shall sweep kitchen prep area as needed and at days end.
7. Shall move and store Child Nutrition food and supplies.
8. Shall observe areas where help is needed and assist where needed to expedite the work.
9. Shall cooperate willingly and follow instructions.
10. Adheres to approved standard of personal hygiene and grooming, including appearance, cleanliness and appropriate dress code.
11. Shall display an attitude of cooperation and accommodation to all co-workers, students, faculty, Management and administration.
12. Shall meet required education hours for professional standards.
13. Shall perform other related duties as assigned by the Manager, Specialist or Supervisor.

MINIMUM QUALIFICATIONS:

1. Able to follow instructions, observe and take initiative where help is needed.
2. Cooperative attitude and ability to work well with students, school personnel and co-workers and Management.
3. Knowledge of necessary sanitation precautions and procedures during food preparation and storage according to district HACCP plan.
4. Knowledge of or willingness to learn the operation of kitchen equipment and/or cash register.
5. Possess the ability to lift 50 pounds.

6. Shall be free from the use of drugs and alcohol.
7. Must be able to stand for a minimum of 4 hours per workday.
8. Must be able to use arms and hands.
9. Must report to work on time every workday.
10. Must perform all duties as assigned during scheduled workdays.
11. Ability to read (employees hired prior to the ratification of this agreement shall be exempt from this qualification).

Appendix C.
Christina Child Nutrition Services
Job Descriptions

TITLE: Child Nutrition Cook

REPORTS TO: Directly responsible to Child Nutrition Manager. Indirectly reports to Operations Manager, Specialist or Supervisor

PRIMARY FUNCTION: Assumed primary responsibility for the daily preparation of all menu food items for the school breakfast, lunch and dinner programs, when applicable. Successful completion of job duties will result in an eating environment where meals are prepared, served and stored in an atmosphere that promotes food safety, sanitation and a warm, inviting experience for students and staff.

PERFORMANCE RESPONSIBILITIES:

1. Shall perform skilled work in the preparation of food according to pre-planned menu, for base kitchen and all assigned satellite locations, using selected and tested recipes.
2. Shall schedule food preparation time so that food is ready promptly at serving time. Food to be taste tested for quality before serving. Ensures that hot food is always at appropriate temperature for service.
3. Shall prepare food in appropriated quantity, adequate portions for all and avoiding left over foods to the greatest extent possible. Responsible for reading recipes and converting measurements.
4. Shall implement proper handling and storage of food in accordance with sanitary regulations and District HACCP Program.
5. Shall receive, move and store Child Nutrition food and supplies.
6. Shall be responsible for proper use, operation and cleanliness of steam cookers, gas and electric ranges, convection ovens, baking ovens, slicers, mixers and all other kitchen equipment required.
7. Shall keep work and storage areas and equipment clean and avoid backlog of unwashed equipment. Shall sweep the floor in kitchen preparation area.
8. Shall assist Child Nutrition Manager to maintain accurate perpetual inventory and take physical inventory.
9. Shall possess culinary skills and knowledge.
10. Shall accept alternating assignments when designated by the Child Nutrition Manager.
11. Shall observe whatever needs to be done to expedite the preparation, serving and clean up and complete such tasks without regard to classification.
12. Displays and enforces approved standard of personal hygiene and grooming, including appearance, cleanliness and appropriate dress code.
13. Shall display an attitude of cooperation and accommodation to all co-workers, students, faculty, Management and Administration.
14. Shall meet required education hours for professional standards.
15. Shall perform other related duties as assigned by the Manager, Specialist or Supervisor.

MINIMUM QUALIFICATIONS:

Completion of four units of State School Child Nutrition training or willingness to complete these units as quickly as possible or documented culinary degree.

1. Current ServSafe Certification

Appendix C.
Christina Child Nutrition Services
Job Descriptions

TITLE: Child Nutrition Cook

MINIMUM QUALIFICATIONS: (Cont.)

2. Knowledge of necessary sanitation precautions and procedures during food preparation and storage. Knowledge of HACCP guidelines.
3. Ability to read recipes and convert measurements to the desired quantities.
4. Knowledge of or willingness to learn requirements for Reimbursable meal as specified by the USDA Child Nutrition Program.
5. Prior outside culinary experience or experience as a Child Nutrition Cook.
6. Cooperative attitude and ability to work well with students, school personnel and co-workers and Management.
7. Shall be free from the use of drugs and alcohol
8. Possess the physical ability to perform the above responsibilities
9. Possess the ability to lift 50 pounds.
10. Mental demands include the ability to manage multiple priorities, to communicate effectively with students and staff, to deal with unexpected stressful situations, and to remain calm in emergencies and have good organizational skills.
11. Must be able to stand for a minimum of 4 hours per work day.
12. Must be able to use arms and hands.
13. Must report to work on time every work day.
14. Must perform all duties as assigned during scheduled work days.
15. Ability to read and write (employees hired prior to the ratification of this agreement shall be exempt from this qualification).

Appendix C.
Christina Child Nutrition Services
Job Descriptions

TITLE: Child Nutrition Satellite Meal Handler

REPORTS TO: Directly reports to Child Nutrition Manager indirectly reports to Operations Manager, Specialist or Supervisor.

PRIMARY FUNCTION: Assists Child Nutrition Manager by ensuring foods and supplies are transported to designated locations with greatest efficiency and safety in accordance with established safety and sanitation guidelines, according to district HACCP program.

PERFORMANCE RESPONSIBILITIES:

1. Shall transport containers, utensils, foods and supplies to designated locations with greatest time and temperature efficiency, according to district HACCP plan.
2. Shall follow safe food handling practices in accordance with established HACCP plan throughout food transport, including but not limited to use of specialized food transport containers, food temperatures and adherence to standards of health and safety.
3. Shall load and unload food delivery truck.
4. Shall quickly and safely deliver meals to designated locations, arriving no later than the appointed time.
5. Shall distribute transported meals and supplies to designated locations, rotating stock as needed.
6. Shall accurately pull and deliver USDA Commodity items from district freezer and deliver to designated locations.
7. Shall maintain accurate inventory and follow proper documentation procedures of USDA Commodities as directed by Child Nutrition Management.
8. Shall document daily central freezer temperature logs according to district HACCP Plan.
9. Shall assist with receiving and stocking USDA Commodities into the central freezer according to established delivery schedule.
10. Shall assist with conducting monthly physical inventory at central freezer or assigned location.
11. Shall follow safe driving procedures as established by the Delaware Department of Transportation.
12. Shall maintain interior of transport vehicle in a clean and sanitary condition according to district HACCP plan.
13. Shall perform routine upkeep on transport vehicle including but not limited to gasoline, oil, inflate tires and cleaning of mirrors and windows.
14. Shall be responsible to completing renewal of tags on transport vehicle through Department of Motor Vehicle.
15. Shall maintain daily vehicle maintenance log according to HACCP plan.

Appendix C.
Christina Child Nutrition Services
Job Descriptions

TITLE: Child Nutrition Satellite Meal Handler

PERFORMANCE RESPONSIBILITIES: (Cont.)

16. Shall house and secure vehicle in a secure designated location.
17. Shall submit signed invoices to Child Nutrition office on a routine basis for gasoline and maintenance purchases.
18. Shall assist Child Nutrition Management in training new hires and/or substitute Satellite Meal Handlers.
19. Shall communicate daily with Manager, reporting delivery and inventory concerns.
20. Adheres to approved standard of personal hygiene and grooming, including appearance, cleanliness and appropriate dress code.
21. Shall display an attitude of cooperation and accommodation to all co-workers, students, faculty, Management and Administration.
22. Shall maintain vending machines for assigned locations. Shall inventory, order and stock approved products as needed. Shall collect funds and submit to Child Nutrition Manager upon collection.
23. Shall collect and deliver money to the bank following correct procedures.
24. Shall properly complete appropriate paperwork with money run.
25. Shall meet required education hours for professional standards.
26. Shall perform other related duties as assigned by the Manager, Specialist or Supervisor.

MINIMUM QUALIFICATIONS:

1. Ability to read and write (employees hired prior to the ratification of this agreement shall be exempt from this qualification).
2. Able to follow instructions, observe and take initiative where needed.
3. Able to lift up to 50 pounds and tolerate extreme temperatures and weather conditions.
4. Possess a valid Class A driver's license and a good driving record.
5. Shall be free from the use of drugs and alcohol.
6. Knowledge of necessary sanitation precautions and procedures during food transportation and storage according to HACCP plan.
7. Cooperative attitude and ability to work well with students, school personnel and co-workers and Management.
8. Possesses the physical ability to perform above responsibilities.
9. Willingness to assume additional responsibilities.
10. Must be able to stand for a minimum of 4 hours per work day.
11. Must be able to use arms and hands.
12. Must report to work on time every work day.
13. Must perform all duties as assigned during scheduled work days.

Appendix C.
Christina Child Nutrition Services
Job Descriptions

TITLE: Child Nutrition Lead Worker

REPORTS TO: Directly responsible to Child Nutrition Manager, indirectly reports to Operations Manager, Specialist or Supervisor

PRIMARY FUNCTION: Assists the Manager in the service, preparation and general operational functions of the Child Nutrition area. Can be assigned to working positions and oversees the roles and responsibilities of the general workers. Successful completion of job duties will result in an eating environment where meals are prepared, served and stored in an atmosphere that promotes food safety, sanitation and a warm, inviting experience for students and staff.

PERFORMANCE RESPONSIBILITIES:

1. Primary responsibility is to ensure that students and staff are served meals that are in agreement with the published menu and meet USDA meal requirements.
2. Shall coordinate the overall workflow of the assigned kitchen. Shall delegate tasks to employees as necessary to expedite work. Shall assist co-workers when needed.
3. Shall perform the regular duties of a cook or general worker when necessary.
4. Shall maintain accurate preliminary inventories, time sheets and daily records for the Manager.
5. Shall advise the Manager of food, supplies, equipment, repairs and services needed.
6. Shall follow safe food handling practices, including but not limited to the taking of food temperatures, maintain standards of health, sanitation and safety according to district HACCP plan.
7. Shall be responsible for keeping all work and storage areas swept and clean.
8. Shall be responsible to assist Manager in training new hires.
9. Shall be responsible for the proper use, operation and sanitation of all kitchen equipment.
10. Shall perform such other tasks and assume such other responsibilities as needed or as the Child Nutrition Manager may assign.
11. Displays and enforces approved standard of personal hygiene and grooming, including appearance, cleanliness and appropriate dress code.
12. Shall display an attitude of cooperation and accommodation to all co-workers, students, faculty, Management and Administration.
13. Shall perform computer procedures following existing protocol.
14. Shall meet required education hours for professional standards.
15. Shall perform other related duties as assigned by the Manager, Specialist or Supervisor.

MINIMUM QUALIFICATIONS:

1. Current ServSafe Certification
2. Completion of four units of State School Child Nutrition training or willingness to complete units as quickly as possible.
3. Knowledge of necessary sanitation precautions and procedures during food preparation and storage according to district HACCP plan

Appendix C.
Christina Child Nutrition Services
Job Descriptions

TITLE: Child Nutrition Lead Worker

MINIMUM QUALIFICATIONS: (Cont.)

4. Knowledge of or willingness to learn requirements of USDA Child Nutrition Program.
5. Possess basic computer skills (email, excel, POS, etc.) to follow existing departmental procedures and protocol.
6. Cooperative attitude and ability to work well with students, school personnel and co-workers and Management.
7. Possesses the physical ability to perform above responsibilities.
8. Willingness to assume the additional responsibility.
9. Possesses the ability to lift 50 pounds.
10. Shall be free from the use of drugs and alcohol.
11. Mental demands include the ability to manage multiple priorities, to communicate effectively with students and staff, to deal with unexpected stressful situations, and to remain calm in emergencies and have good organizational skills.
12. Must be able to stand for a minimum of 4 hours per work day.
13. Must be able to use arms and hands.
14. Must report to work on time every work day.
15. Must perform all duties as assigned during scheduled work days.
16. Ability to read and write (employees hired prior to the ratification of this agreement shall be exempt from this qualification)..

Appendix C.
Christina Child Nutrition Services
Job Descriptions

TITLE: Child Nutrition Satellite Lead Worker

REPORTS TO: Directly responsible to Child Nutrition Manager indirectly reports to Operations Manager, Specialist or Supervisor

PRIMARY FUNCTION: Assumes responsibility for the overall daily operations of the assigned unit. Oversees the roles and responsibilities of the general workers. Successful completion of job duties will result in an eating environment where meals are prepared, served and stored in an atmosphere that promotes food safety, sanitation and a warm, inviting experience for students and staff.

PERFORMANCE RESPONSIBILITIES:

1. Ensure that students and staff are served meals that are in agreement with the published menu and meet USDA meal requirements.
2. Shall coordinate the overall workflow of the assigned kitchen. Shall delegate tasks to employees as necessary to expedite work and maintain a clean and organized kitchen. Shall assist co-workers when needed.
3. Shall be responsible for keeping all work and storage areas swept and clean and shall perform the duties of a general worker when necessary.
4. Shall follow safe food handling practices in accordance with established HACCP program throughout scheduled hours, including but not limited to the taking of food temperatures, maintain standards of health, sanitation and safety.
5. Shall be responsible for the proper use, operation and sanitation of all kitchen equipment.
6. Shall maintain accurate preliminary inventories, time sheets and daily records for the Manager.
7. Shall communicate daily with Manager reporting operational and employee concerns. Operational concerns will also be reported to Operations Manager or Specialist by Manager.
8. Shall be responsible for submitting weekly milk and bread orders to vendor.
9. Shall be responsible for completing weekly/biweekly food orders to Manager.
10. Shall assist Manager in orienting new hires for assigned unit.
11. Shall perform day end computer procedures following existing protocol and reconcile cash and check transactions at end of shift. Money will follow established cash handling procedures.
12. Displays and enforces approved standard of personal hygiene and grooming, including appearance, cleanliness and appropriate dress code.
13. Shall display an attitude of cooperation and accommodation to all co-workers, students, faculty and administration.
14. Shall meet required education hours for professional standards.

Appendix C.
Christina Child Nutrition Services
Job Descriptions (Cont.)

15. Shall perform other tasks and assume other responsibilities as required or assigned by Manager, Specialist or Child Nutrition Supervisor.

MINIMUM QUALIFICATIONS:

1. Current ServSafe Certification
2. Completion of four units of State School Child Nutrition training or willingness to complete units as quickly as possible.
3. Knowledge of necessary sanitation precautions and procedures during food preparation and storage, according to district HACCP Plan.
4. Knowledge of or willingness to learn requirements of USDA Child Nutrition Program.
5. Possess basic computer skills (email, excel, POS, etc.) to follow existing departmental procedures and protocol.
6. Cooperative attitude and ability to work well with students, school personnel and co-workers and Management.
7. Possesses the physical ability to lift 50 pounds.
8. Shall be free from the use of drugs and alcohol.
9. Mental demands include the ability to manage multiple priorities, to communicate effectively with staff and students, to deal with unexpected stressful situations and to remain calm in emergencies and have good organizational skills.
10. Possesses the physical ability to perform above responsibilities.
11. Willingness to assume additional responsibilities.
12. Must be able to stand for a minimum of 4 hours per work day.
13. Must be able to use arms and hands.
14. Must report to work on time every work day.
15. Must perform all duties as assigned during scheduled work days.
16. Ability to read and write (employees hired prior to the ratification of this agreement shall be exempt from this qualification).

Appendix D
Christina Child Nutrition Services
Uniform Policy/Technology Usage

Proper attire for Child Nutrition workers includes:

Personal cleanliness and neatness is required. All employees are expected to practice good personal hygiene. Employees should bathe daily and wash hair frequently to be free of offensive odors.

Hair - must be clean and neat and hair restraint worn In accordance with State of Delaware food code laws 2-402.11 employees must wear hair restraints such as hats or nets that are designed and worn to effectively keep their hair from contacting exposed food. Hair net is required for shoulder length or longer in addition to a hat. Religious or cultural head coverings are permitted. All non-disposable hair restraints shall be kept clean. Scarves and curlers are not permitted.

Jewelry - is not encouraged. Wristwatches are not acceptable based on DE Food Code 2-303.11. Bracelets are not acceptable. Wedding bands are permissible. Necklaces must be worn inside the uniform. Earrings should not be longer or larger than a dime size.

Outer Clothing – Clean outer clothing must be worn to prevent contamination of food and non-food items in work area.

Shoes - should be sturdy, comfortable white or black leather shoes enclosed heel and toe are to be worn all times. Canvas or mesh shoes are not allowed. Food Service Industry Anti Slip approved clogs only are allowed. No Crocs.

Uniforms - must be worn while on duty. Uniforms should be clean and neat in appearance.

Shirts - Regular employees shall be issued five uniform collarless cotton shirts upon hire and three Child Nutrition shirts each year afterwards. On designated days, approved by the Child Nutrition Supervisor, tee shirts displaying a Child Nutrition theme are allowed. No other graphics are acceptable. Employees will be required to return the uniforms when separated from employment with the district. A white or black long sleeve shirt may be worn under the issued shirt.

Sweatshirts and Sweaters – white or black sweatshirts and sweater may be worn over the uniform. Pull-over sweaters or sweatshirts (including hoodies) are not permitted.

Pants - neat, clean, tan or black uniform style knee length or longer cotton pants, or skirts No stretchy pants, sweat pants, denim or jeans. No stripes or trim on pants.

Pins - are acceptable if they are school, seasonal or union.

Finger nails - must be neat, short and clean. Nail polish is discouraged. Gloves must be worn if you have acrylic nails or fingernail polish when working with exposed food.

Appendix D
Christina Child Nutrition Services
Uniform Policy/Technology Usage
(Cont.)

Preventing Food Contamination - requires no eating, drinking or chewing gum or candy while serving on the line or at your work station.

Miscellaneous - The dress code may be suspended on spirit or cleaning days or on the last working day of the week with the approval of the Child Nutrition Supervisor or their designee. Such approval will not be unreasonably denied. Only tee shirts displaying a Child Nutrition theme or your school logo are allowed. No other graphics are acceptable. No alterations to uniform style allowed.

Cell Phones – must be turned off and not at workstations. Headphones and earphones are not permitted. Smart watches are not permitted.

Appendix E
Promotion Criteria

The union acknowledges that there are occasions when Article 8:1.3(a) may not be applicable to all promotions. In those situations where the single point awarded for interviews under the Christina Promotion Criteria would not be the determining factor in awarding a promotion, those interviews will not be necessary and are waived as a requirement of the Agreement.

CRITERIA	SCORING			
	Exceeds	Meets	Need Imp	
EVALUATION	2	1	0	
EXPERIENCE				
Prior work experience	> 5 years	1-5 years	None	
	3	1	N/A	
Position experience	≥37 days	18-36 days	9-17 days	0 days
	3	2	1	0
NUTRITION/FOOD SERVICE SCHOOLING	COMPLETION OF:			
Unit Course	unit 3-4	unit 1-2	none	
	3	1	N/A	
ServSafe	0	3	0	
Other Courses (Taken within 2 years)	1	0	0	
RELEVANT INFO				
Disciplinary Memos (within 12 months)	Record	Reprimand	Multiple	
	-1	Not eligible	Not eligible	
Positive Communication From School Community (Outside CNS)	1	0		
Interview Required for Promotions	Individualized Interview Score			
(If there is no clear leader based on 8:1.3)				

Appendix F
Christina Child Nutrition Services
Leaves of Absence

PARENTAL LEAVE

Shall be in accordance with Delaware Code, Title 14, §1333, Paid leave for birth of child or adoption of a child.

MILITARY LEAVE (Title 14, Chapter 13, §1327)

- A. If a regularly appointed and employed principal, teacher, or other employee of a school district is called to the service of or voluntarily entered the Armed Forces of the United States of America or the National Guard of this State when in continuous active service, the school board shall grant to such principal, teacher, or other employee, a leave of absence which shall cover the period of military service, not to exceed three years, or until the term of service to which he or she has been called is terminated and upon the completion of the leave of absence reinstate such principal, teacher, or other employee in the position which he or she held at the time that the leave of absence was granted. The contract with such principal, teacher, or other employee shall continue in force under the same conditions as if the principal, teacher, or other employee has been in the continuous service of the Board during the period of the leave of absence; provided such regularly appointed employed principal, teacher, or other employee has received a certificate of satisfactory completion of military service.

- B. The person who may be appointed to replace the principal, teacher, or other employee shall be appointed only for the period covered by the leave of absence.

SICK LEAVE AND ABSENCES FOR OTHER REASONS (Title 14, Chapter 13, §1318)

- A. Teachers and other school employees shall be allowed ten (10) days of sick leave per year with full pay; those teachers and other school employees employed eleven (11) months a year shall be allowed eleven (11) days of sick leave per year with full pay; and those teachers and other school employees employed twelve (12) months a year shall be allowed twelve (12) days of sick leave per year with full pay. Any unused days of such leave shall be accumulated to the employee's credit without limit.

Appendix F.
Christina Child Nutrition Services
Leaves of Absence (Cont.)

- B. In the case of a death in the immediate family of the employee there shall be no reduction of salary of said employee for an absence not to exceed (5) working days. Members of the immediate family shall be defined as: the employee's spouse or domestic partner; parent; stepparent or child of the employee, parent of spouse or domestic partner; employee's grandparent or grandchild; employee's sibling; spouse of employee's child; and relative who resides in the same household; or any minor child for whom the employee has assumed and carried out parental responsibilities. This absence shall be in addition to other leaves granted the employee.
- C. In the case of serious illness of a member of the employee's immediate family, as defined in subsection (b) of this section that requires the employee's personal attention, an employee may use accrued sick leave. An employee needing sick leave under the provisions of this title shall inform the employee's own immediate supervisor of the fact and reason in advance, when possible, or otherwise before the expiration of the first hour of absence or as soon thereafter as practicable. Failure to do so may be cause for denial of pay for the period of absence. Before approving pay for sick leave, the supervisor may at that supervisor's discretion require either a doctor's certificate or a written statement signed by the employee setting forth the reason for the absence. In the case of an absence of more than (5) consecutive days, a doctor's certificate is required as a condition of approval.
- D. In case of the death of a near relative there shall be no deduction in the salary of the employee for absence on the day of the funeral. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandparent-in-law, or any friend living in the employee's household. This absence shall be in addition to other leaves granted the employee.
- E. In the case of the observance of recognized holidays an employee may be absent without loss of pay on no more than three (3) calendar days per year. The days so lost are to be counted in the sick leave of the employee.
- F. An employee may be absent without loss of pay no more than three (3) days per fiscal year for personal reasons of the employee. Such absences shall be included in the sick leave of the employee. Such absences must be approved by the Office of Christina Child Nutrition.

Appendix F.
Christina Child Nutrition Services
Leaves of Absence (Cont.)

RECORDS OF ABSENCES; PROOF (Title 14, Chapter 13, §1319)

Each employing Board shall keep an accurate record of the absences from duty and reasons therefore of all employees for whatsoever reasons and may require a statement from the employee when absent because of illness to the effect that he or she was unable to perform his or her duties during the period of absence. The Board may request a physician's certificate if in its judgment this is necessary

SELECTION OF EMPLOYEE TO PUBLIC OFFICE; LEAVE Title 29, Chapter 51, §5110)

In the event any employee of this State, including any employee of the public schools, is elected to any public office provided for by the Constitution of the State or the Delaware Code, such employee shall be granted such leave of absence without pay as is reasonable and necessary to perform his duties in such office. Upon the completion of such leave the employee shall be reinstated in the position which he held at the time such leave of absence was granted.

Appendix G.
Christina Child Nutrition Services
Excessive Temperature Procedures

If the Manager of a building determines the temperature in a kitchen is excessive, the following procedures will be followed:

1. The Manager will notify the Child Nutrition Services Office of the problem.
2. The Manager will notify the building administrator of the problem and the actions that may be necessary.
3. When possible, steamers will be used instead of ovens.
4. Steam tables will be put on the lowest setting that would be safe for holding food.
5. When possible, cold food such as sandwiches, subs and salads will be served. The Manager will determine if a hot entree, pizza, hot dogs, hamburgers, etc. can be provided.

If a Manager decides excessive temperature is not a factor and employees disagree, an employee may notify the Association to investigate the situation with the Supervisor of Child Nutrition Services. If excessive temperature is found to exist agreed upon procedures will be implemented immediately.

Appendix H.
Christina Child Nutrition Services
General Worker Evaluation Form

Check if 30 Day Evaluation

Name _____ Date _____ School _____

- Exceeds:** Consistently produces results that exceed performance expectations
- Meets:** Consistently produces results that meet or occasionally exceed performance expectations
- Needs Improvement:** For new employees, performance reflects growth or progress in meeting expectations
 Produce results that do not meet performance expectations
- Below:** Results produced are below the performance expectations

WORK QUALITY	Exceeds 7/8 of 8	Meets 6 of 8	Needs improvement 4/5 of 8	Below* 2/3 of 8
Accuracy				
a. Maintains acceptable quality of work.				
b. Is exact and precise most of the time.				
Follows Instructions				
a. Consistently performs assigned duties as instructed.				
b. Follows written & verbal instructions as directed.				
Exercises Good Judgment				
a. Consistently makes appropriate decisions in daily performance of duties.				
Job Knowledge and Application				
a. Possesses basic Child Nutrition skills required to perform the job and applies knowledge in a skillful & organized manner.				
b. Uses proper portion control.				
c. Meets required education hours for professional standards.				
Thorough and Neat				
a. Job performance is consistent.				
b. Adheres to written workflow.				
c. Attentive to detail.				
Productivity				
a. Consistently maintains high level of productivity/quantity of work without direct supervision.				
b. Quickly serves food without sacrificing food presentation.				
c. Completes assignments within timely manner.				
HACCP				
a. Maintains accurate HACCP requirements according to district program (i.e. Food temps, ph, thermometer calibration).				
b. Food is dated & labeled.				
c. Follows safe food handling procedures FIFO method of storage & utilization followed.				

Appendix H.
Christina Child Nutrition Services
General Worker Evaluation Form (Cont.)

Cash Handling Skills				
a. Follows proper cash handling procedures. Transactions rung on register according to dept./POS guidelines.				
b. Overages & shortages kept within standards.				
WORK BEHAVIORS	Exceeds 6 of 6	Meets 5 of 6	Needs Improvement 3/4 of 6	Below* 1/2 of 6
Cooperates with Co-Workers				
a. Works well with others and sets a good example.				
b. Demonstrates team player.				
c. Accepts rotated job assignments between buildings.				
Cooperates with Building Staff				
a. Consistently cooperative, considerate & communicates positively.				
Willingness to Accept Suggestions and/or Change				
b. Willing to accept & implement suggestions and/or changes.				
c. Executes & supports CNS program.				
Positive Relationship with Students				
a. Shows sensitivity to the needs & feelings of students.				
b. Communicates positively with students.				
c. Is pleasant & cooperative with students.				
Positive Relationship with Parents				
a. Cooperative & considerate with parents.				
Communication				
a. Communicates pertinent & vital information & feedback to coworkers customers and supervision.				
b. Follows written & verbal communication.				
WORK HABITS	Exceeds 4 of 4	Meets 3 of 4	Needs Improvement 2 of 4	Below* 1 of 4
Punctuality				
a. Rarely late. Exceeds - (0 Occurrences), Meets - (1- 5), Needs Improvement - (6-10), Below - (11+ Occurrences)				
Safety/Sanitation Habits				
a. Demonstrates good safety habits, personal hygiene, appropriate use of equipment, sanitation technique.				
b. Work area clean, swept & sanitized.				
c. Adherence to dress code.				

Appendix H.
Christina Child Nutrition Services
General Worker Evaluation Form (Cont.)

Care of Equipment and Supplies				
a. Uses good judgment in the utilization and care of equipment & supplies.				
b. Ensures adequate food & supplies are available during mealtime.				
c. Dining area tables & chairs cleaned during & after service.				
Attendance				
a. Exceeds (0 absences), Meets (1- 5), Needs Improvement (6- 10), Below (11+)				
b. Proper notice when absent/tardy.				
Overall Evaluation: I certify that the service of this employee has been: (Check One)	Exceeds 3 of 3	Meets 2 of 3	Needs Improvement 2 of 3	Below* 2 of 3

Evaluator's Comments:

Employee Comment:

Signature of Evaluator

Title

Date

Employees Signature - I acknowledge this report has been reviewed with me

Date

Appendix H.
Christina Child Nutrition Services
Cook Evaluation Form

Check if 30 Day Evaluation

Name _____ Date _____ School _____

Exceeds: Consistently produces results that exceed performance expectations

Meets: Consistently produces results that meet or occasionally exceed performance expectations

Needs Improvement: For new employees, performance reflects growth or progress in meeting expectations
 Produce results that do not meet performance expectations

Below: Results produced are below the performance expectations

WORK QUALITY	Exceeds 6/7 of 7	Meets 5 of 7	Needs Improvement 4 of 7	Below * 1/2 of 7
Accuracy				
a. Maintains acceptable quality of work.				
b. Is exact and precise most of the time.				
c. Ensures co-worker's prep work is complete & accurately recorded				
d. Prepares foods in accordance with menus.				
e. Prepares food in adequate amounts for serving times, limiting leftovers.				
Follows Instructions				
a. Consistently performs assigned duties as instructed				
b. Follows written & verbal instructions as directed				
c. Complies with standardized recipes.				
Exercises Good Judgement				
a. Consistently makes appropriate decisions in daily performance of duties.				
Job Knowledge and Application				
a. Possesses basic Child Nutrition skills required to perform the job and applies knowledge in a skillful & organized manner.				
b. Uses proper portion control.				
c. Assists with training & directing employees with food preparation.				
d. Performs alternating assignments when designated byCN Manager.				
e. Maintains accurate production sheets. Documents usage and leftovers.				
f. Ability to read and adjust recipes for portions needed				
g. Establishes pars based on usage, participation, & additional menu choices				
h. Foods are pulled to thaw in a timely manner.				

Appendix H.
Christina Child Nutrition Services
Cook Evaluation Form (Cont.)

i. Meets required education hours for professional standards.				
Thorough and Neat				
a. Job performance is consistent.				
b. Adheres to written workflow,				
c. Attentive to detail.				
Productivity				
a. Consistently maintains high level of productivity/quantity of work without direct supervision.				
b. Quickly serves food without sacrificing food presentation.				
c. Completes assignments within timely manner.				
d. Coordinates flow/overflow of work from kitchen & delegates task to employee.				
e. Maintains accurate HACCP requirements according to district program (i.e. Food temps, ph, thermometer calibration).				
f. Food is dated & labeled				
g. Follows safe food handling procedures FIFO method of storage and utilization.				
h. Ensures safety and infection control procedures are practiced on a daily basis for foods during assembly, holding and service.				
WORK BEHAVIORS	Exceeds 6 of 6	Meets 5 of 6	Needs Improvement ¾ of 6	Below * ½ of 6
Cooperates with Co-Workers				
a. Works well with others and sets a good example.				
b. Demonstrates team player.				
c. Accepts rotated job assignments between buildings.				
Cooperates with Building Staff				
a. Consistently cooperative, considerate & communicates positively.				

Appendix H.
Christina Child Nutrition Services
Cook Evaluation Form (Cont.)

Willingness to Accept Suggestions and/or Change				
a. Willing to accept & implement suggestions and/or changes.				
b. Executes & supports CNS program.				
Positive Relationship with Students				
a. Shows sensitivity to the needs & feelings of students.				
b. Communicates positively with students.				
c. Is pleasant & cooperative with students.				
Positive Relationship with Parents				
a. Cooperative & considerate with parents.				
Communication				
a. Communicates pertinent & vital information & feedback to co-workers, customers and supervision.				
b. Follows written & verbal communication.				
c. Clearly communicates directions/expectations to staffmembers regarding portion control, menu of day, proper service of daily items.				
d. Reports all equipment concerns to manager in a timely manner.				
WORK HABITS	Exceeds 4 of 4	Meets 3 of 4	Needs Improvement 2 of 4	Below* 1 of 4
Punctuality				
a. Rarely late. Exceeds - (0 Occurrences), Meets - (1- 5), Needs Improvement - (6- 10), Below - (11+ Occurrences)				
Safety/Sanitation Habits				
a. Demonstrates good safety habits, personal hygiene, appropriate use of equipment, sanitation technique.				
b. Work area clean swept & sanitize				
c. Adheres to dress code.				
Care of Equipment and Supplies				
a. Uses good judgment in the utilization and care of equipment & supplies.				
b. Ensure prep tables & carts cleaned during & afterservice.				

**Appendix H.
Christina Child Nutrition Services
Cook Evaluation Form (Cont.)**

c. Checks on a daily basis the operation of all cooking equipment.				
Attendance				
a. Exceeds (0 absences) Meets (1 - 5) Needs Improvement (6-10) Below (11+)				
a. Provides proper notice when absent/tardy.				
Overall Evaluation: I certify that the service of this employee has been:(Check One)	Exceeds 3 of 3	Meets 2 of 3	Needs Improvement 2 of 3	Below * 2 of 3

Evaluator's Comments:

Employee Comment:

Signature of Evaluator **Title** **Date**

Employee Signature - I acknowledge this report has been reviewed with me **Date**

Appendix H.
Christina Child Nutrition Services
Satellite Meal Handler Evaluation Form

Check if 30 Day Evaluation

Name _____ Date _____ School _____

- Exceeds:** Consistently produces results that exceed performance expectations
- Meets:** Consistently produces results that meet or occasionally exceed performance expectations
 For new employees, performance reflects growth or progress in meeting expectations
- Needs Improvement:** Produce results that do not meet performance expectations
- Below:** Results produced are below the performance expectations

WORK QUALITY	Exceeds 6/7 of 7	Meets 5 of 7	Needs Improvement 4 of 7	Below * 1/2 of 7
Accuracy				
a. Maintains acceptable quality of work.				
b. Accurate physical inventory completed.				
c. Is exact and precise most of the time.				
d. Accurately delivers food & supplies to correct locations & storage areas.				
e. Submits signed invoices for gasoline & maintenance purposes.				
Follows Instructions				
a. Consistently performs assigned duties as instructed				
b. Follows written & verbal instructions as directed				
c. Follows proper lifting techniques.				
Exercises Good Judgement				
a. Consistently makes appropriate decisions in daily performance of duties.				
Job Knowledge and Application				
a. Maintains acceptable quality of work.				
b. Accurate physical inventory completed.				
c. Is exact and precise most of the time.				
d. Accurately delivers food & supplies to correct locations & storage areas.				
e. Meets required education hours for professional standards.				
Thorough and Neat				
a. Job performance is consistent.				
b. Adheres to written workflow.				
c. Attentive to detail.				
Productivity				
a. Consistently maintains high level of productivity/quantity of work without direct supervision.				

Appendix H.
Christina Child Nutrition Services
Satellite Meal Handler Evaluation Form (Cont.)

b. Quickly & safely delivers meals to designated locations.				
c. Completes assignments within timely manner.				
HACCP				
a. Maintains accurate HACCP requirements according to district program (i.e. Food & central freezer temps.)				
b. Food is dated & labeled.				
c. Follows safe food handling procedures FIFO method of storage & utilization followed.				
d. Maintains clean & organized van.				
WORK BEHAVIORS	Exceeds 5 of 5	Meets 4 of 5	Needs Improvement 3 of 5	Below * ½ of 5
Cooperates with Co-Workers				
a. Works well with others and sets a good example.				
b. Demonstrates team player.				
c. Accepts rotated job assignments between buildings.				
Cooperates with Building Staff				
a. Consistently cooperative, considerate & communicates positively.				
WORK BEHAVIORS	Exceeds	Meets	Needs Improvement	Below
Willingness to Accept Suggestions and/or Change				
a. Willing to accept & implement suggestions and/or changes.				
b. Executes & supports CNS program.				
Positive Relationship with Students				
a. Shows sensitivity to the needs & feelings of students.				
b. Communicates positively with students.				
c. Is pleasant & cooperative with students.				
Communication				
a. Communicates pertinent & vital information & feedback to co-workers, customers and supervisors.				
c. Follows written & verbal communication.				
c. Clearly communicates directions/expectations to staff members.				

Appendix H.
Christina Child Nutrition Services
Satellite Meal Handler Evaluation Form (Cont.)

Punctuality				
a. Rarely late. Exceeds - (0 Occurrences), Meets - (1-5), Needs Improvement - (6-10), Below - (11+ Occurrences)				
Safety/Sanitation Habits				
a. Demonstrates good safety habits, personal hygiene, appropriate use of equipment, sanitation technique.				
b. Efficiently drives food & supplies from cooking school to satellites.				
c. Drives safely to locations.				
d. Properly cleans inside & out of van.				
e. Maintains daily vehicle maintenance log.				
Care of Equipment and Supplies				
a. Uses good judgment in the utilization and care of equipment & supplies.				
b. Maintains a clean & organized van.				
c. Routine upkeep complete (gas, oil, inflate tires, etc.)				
d. Secures vehicle in designated location.				
Attendance				
a. Exceeds (0 absences), Meets (1 - 5), Needs Improvement (6-10), Below (11+)				
b. Proper notice when absent/tardy.				
Overall Evaluation: I certify that the service of this employee has been: (Check One)	Exceeds 3 of 3	Meets 2 of 3	Needs Improvement 2 of 3	Below* 2 of 3

Evaluator's Comments:

Employee Comment

Signature of Evaluator _____ Title _____ Date _____
Employee Signature - I acknowledge this report has been reviewed with me _____
Date _____

Appendix H.
Christina Child Nutrition Services
Lead/Satellite Lead Evaluation Form

Check if 30 Day Evaluation

- Exceeds:** Consistently produces results that exceed performance expectations
- Meets:** Consistently produces results that meet or occasionally exceed performance expectations
 For new employees, performance reflects growth or progress in meeting expectations
- Needs Improvement:** Produce results that do not meet performance expectations
- Below:** Results produced are below the performance expectations

WORK QUALITY	Exceeds 7/8 of 8	Meets 6 of 8	Needs Improvement 4/5 of 8	Below 2/3 of 8
Accuracy				
a. Maintains acceptable quality of work.				
b. Is exact and precise most of the time.				
c. Ensures General Worker's work is complete & accurate.				
d. Ensures student meals served in accordance with menus.				
e. Accurately completes food & non-food supply orders.				
f. Maintains & submits accurate physical inventory.				
Follows Instructions				
a. Consistently performs assigned duties as instructed.				
b. Follows written & verbal instructions as directed.				
c. Adheres to standard recipes.				
Exercises Good Judgment				
a. Consistently makes appropriate decisions in daily performance of duties.				
Job Knowledge and Application				
a. Possesses basic Child Nutrition skills required to perform the job and applies knowledge in a skillful & organized manner.				
b. Uses proper portion control.				
c. Assists with training/orienting employees.				
d. Performs regular duties of Cook or General Worker.				
e. Maintains production & time sheets.				
f. Performs day end procedures accurately.				
g. Meets required education hours for professional standards.				
Thorough and Neat				
a. Job performance is consistent.				
b. Adheres to written workflow.				
c. Attentive to detail.				

Appendix H.
Christina Child Nutrition Services
Lead/Satellite Lead Evaluation Form (Cont.)

Productivity				
a. Consistently maintains high level of productivity/quantity of work without direct supervision.				
b. Quickly serves food without sacrificing food presentation.				
c. Completes assignments within timely manner.				
d. Coordinates flow/overflow of work from kitchen & delegates task to employee.				
HACCP				
a. Maintains accurate HACCP requirements according to district program (i.e. Food temps, ph, thermometer calibration).				
b. Food is dated & labeled.				
c. Follows safe food handling procedures FIFO method of storage & utilization followed.				
d. Ensures staff maintains HACCP requirements.				
Cash Handling Skills				
a. Follows proper cash handling procedures. Transactions rung on register according to dept/POS guidelines.				
b. Overages & shortages kept within standards.				
c. Reconcile cash & check transactions at end of shift.				
d. Monies submitted in appropriate format (bank faced, ends rubber banded)				
WORK BEHAVIORS	Exceeds 6 of 6	Meets 5 of 6	Needs Improvement ¾ of 6	Below ½ of 6
Cooperates with Co-Workers				
a. Works well with others and sets a good example.				
b. Demonstrates team player.				
c. Accepts rotated job assignments between buildings.				
Cooperates with Building Staff				
a. Consistently cooperative, considerate & communicates positively.				
Willingness to Accept Suggestions and/or Change				
a. Willing to accept & implement suggestions and/or changes.				
b. Executes & supports CNS program.				
Positive Relationship with Students				
a. Shows sensitivity to the needs & feelings of students.				
b. Communicates positively with students.				
c. Is pleasant & cooperative with students.				

Appendix H.
Christina Child Nutrition Services
Lead/Satellite Lead Evaluation Form (Cont.)

Positive Relationship with Parents				
a. Cooperative & considerate with parents.				
Communication				
a. Communicates pertinent & vital information & feedback to co-workers, customers and supervision.				
b. Follows written & verbal communication.				
c. Clearly communicates directions/expectations to staffmembers.				
WORK HABITS	Exceeds 4 of 4	Meets 3 of 4	Needs Improvement 2 of 4	Below* 1 of 4
Punctuality				
a. Rarely late. Exceeds - (0 Occurrences), Meets - (1- 5), Needs Improvement - (6-10), Below - (11+ Occurrences)				
Safety/Sanitation Habits				
a. Demonstrates good safety habits, personal hygiene, appropriate use of equipment, sanitation technique.				
b. Work area clean, swept & sanitized.				
c. Enforces dress code among staff.				
Care of Equipment and Supplies				
a. Uses good judgment in the utilization and care of equipment & supplies.				
b. Ensures adequate food & supplies are available during mealtime.				
c. Dining area tables & chairs cleaned during & afterservice.				
Attendance				
a. Exceeds (0 absences) Meets (1 - 5) Needs Improvement (6-10) Below (11+)				
b. Proper notice when absent/tardy.				

Appendix H.
Christina Child Nutrition Services
Lead/Satellite Lead Evaluation Form (Cont.)

Overall Evaluation: I certify that the service of this employee has been:(Check One)	Exceeds 3 of 3	Meets 2 of 3	Needs Improvement 2 of 3	Below 2 of 3 *

Evaluator's Comments:

Employee Comment:

Signature of Evaluator

Title

Date

Employee Signature - I acknowledge this report has been reviewed with me

Date

