SCHOOL ADMINISTRATIVE UNIT#34 Deering, Hillsboro, Washington and Windsor

HILLSBORO-DEERING PUBLIC HEARING AND SCHOOL BOARD MEETING

Monday, August 19, 2024, 5:30 PM H-D Elementary School Media Center

Livestream: https://www.youtube.com/@Hillsboro-

DeeringSchoolBoardSt



The mission of the Hillsboro-Deering School Board is to articulate and develop the educational goals of the community and to allocate community resources effectively and responsibly. It strives to create with educational professionals, a dynamic learning environment in which all students are inspired to realize their individual potential, learn critical academic skills, develop intellectual curiosity and moral courage, and prepare to be active citizens.

HILLSBORO-DEERING SCHOOL BOARD PUBLIC HEARING August 19, 2024; 5:30 PM H-D Elementary School Media Center

The purpose of this hearing is to accept unanticipated revenue received from the District's insurance company for the replacement of the Hillsboro-Deering High School gym floor, which was damaged by water.

Funds are being accepted under the provisions of RSA 198:20-b and will total up to not more than \$184,000.

A. Call Public Hearing to Order

- 1) Announcement that the hearing has been duly called, and the notice of the hearing having been posted for time and in the manner required by law. *Public announcement that the hearing is being audio recorded and will appear on the internet at www.hdsd.org*.
- B. Pledge of Allegiance and Moment of Silence
- C. Explanation of Unanticipated Revenue
- D. Public Comment and Questions
- E. Close Public Hearing

HILLSBORO-DEERING SCHOOL BOARD MEETING August 19, 2024, Immediately Following Close of Public Hearing H-D Elementary School Media Center

A. Call Meeting to Order

1) Announcement as to the presence of a quorum, that the meeting has been duly

The next Hillsboro-Deering School Board meeting will be held on Tuesday, September 3, 2024, at 6:00 PM in the Hillsboro-Deering Elementary School Media Center.

called, and the notice of the meeting having been posted for time and in the manner required by law. Public announcement that the meeting is being audio recorded and will appear on the internet at www.hdsd.org.

F. Review Hillsboro-Deering School Board Norms

G. Recognitions

H. Correspondence

I. Public Comment- Limited to five minutes per person

NOTE: This is an opportunity for members of the public to share an idea or concern with the board. Comments are limited to 5 minutes per person. It is not the practice of the board to immediately respond to comments made.

J. Consent Agenda (action needed)

- 1) Approve Minutes
 - i) June 17, 2024 School Board Meeting
 - ii) August 1, 2024 School Board Retreat
- 2) Appointments, Leaves and Resignations
- 3) Policies Update -Final Approval
 - i) IMBA Distance Education
 - ii) BCA School Board Member Ethics
 - iii) BBBF Student Members of the School Board

K. Student Representative's Report (if available) - Benjamin Perrin

L. Superintendent's Report

- 1) Indoor Air Quality Reports
- 2) General Update
 - i) Opening Plans
 - ii) Staffing and Schedules Update
 - iii) Tour of Summer Projects and Greenhouse at the next Board meeting
- 3) Business Manager's Report
 - i) DOE25 Update
- 4) Summer Policy Committee Meeting was postponed to August 15th
- 5) Policy Development Recommendation from NHSBA
 - i) Title IX Policies for full Approval
 - AC Nondiscrimination/Equal Opportunity and Affirmative Action
 - ACAA Harassment of Students
 - ACAB Harassment of Employees
 - ACAC Title IX Prohibition of Sex Discrimination and Sex-Based Harassment: Policy Grievance Procedure
 - ACE Procedural Safeguards: Nondiscrimination on the Basis of Disability
 - ACN Accommodation of Lactation Needs (formerly ACN Nursing Mothers)
 - GBAM Accommodation of Pregnancy and Related Medical Conditions: Personnel

- IHBCA Accommodation of Pregnancy and Related Medical Conditions: Students (formerly known as JIE Pregnant Students; waiting for legal counsel on correct policy code)
- JLDBB Suicide Prevention and Response Plan

M. Board Discussion

- 1) Accept unanticipated revenue received from the District's insurance company for the replacement of the Hillsboro-Deering High School gym floor, which was damaged by water. Funds are being accepted under the provisions of RSA 198:20-b and will total up to not more than \$184,000.
- 2) Date of next board meeting Tuesday, September 3rd.

N. Public Comment -Limited to five minutes per person

NOTE: This is an opportunity for members of the public to share an idea or concern with the board. Comments are limited to 5 minutes per person. It is not the practice of the board to immediately respond to comments made.

O. Action Items

- 1) Accept Unanticipated Revenue
- 2) Accept the Title IX policies as presented per the recommendation of the NHSBA.
- P. Non-Public Session RSA 91-A:3 II (c)
- Q. Call Back to Order
- R. Action After Non-Public Session
- S. Adjournment

Per RSA 91-A:3 II. (a)-(e), (i), (k), (1) and (m) only the following matters may be considered or acted upon by a school board in non-public session:

- a) the dismissal, promotion or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him/her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in
- b) which case the request shall be granted; the hiring of any person as a public employee;
- matters which, if discussed in public, would likely affect adversely the reputation of any person other than a member of the public body itself, unless such person requests an open meeting;
- d) consideration of the acquisition, sale or lease of property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community; and
- consideration or negotiations of pending claims or litigation which has been threatened in writing or filed against the body or agency or any; subdivision thereof, or against any member thereof, because of his/her membership in such body or agency until the claim or litigation has been fully adjudicated or otherwise settled.
- Consideration of matters relating to the preparation for and the carrying out of emergency functions, including training tocal ry out such functions, developed by local or state safety officials that are directly intended to thwart a deliberate act that is intended to result in
- widespread or severe damage to property or widespread injury or loss of life.
 Consideration by a school board of entering into a student or pupil tuition contract authorized by RSA 194 or RSA 195-A, which, if
- discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general public or the school district that is considering a contract, including any meeting between the school boards, or committees thereof, involved in the negotiations.
- m) Consideration of legal advice provided by legal counsel, either in writing or orally, to one or more members of the public body, even where legal counsel is not present.
 - Consideration of whether to disclose minutes of a nonpublic session due to a change in circumstances under paragraph III. However, any vote on whether to disclose minutes shall take place in public session.

Hillsboro-Deering School Board Unanimously Approved 8-21-2023

Norm	When we do this, we	When we are NOT doing this, we
Assume Good Intentions	 Value others commitments Actions come from a place of supporting students Listen to other points of view 	 Are visibly frustrated and at odds Alienate groups of students Make assumptions and jump to conclusions
Be present and prepared	 Read all materials prior to the meeting Listen to each other Pay attention and stay engaged for the full meeting 	 Do not follow the discussion Go off topic Did not read the meeting materials in advance
Communicate Effectively	 Listen to and hear each other Avoid spur of the moment decision making Speak to move the conversation forward 	 Are off topic Are repetitive Are argumentative

HILLSBORO-DEERING SCHOOL BOARD REGULAR MEETING

Monday, June 17, 2024 6:00pm HD Elementary School Media Center

The mission of the Hillsboro-Deering School Board is to articulate and develop the educational goals of the community and to allocate community resources effectively and responsibly. It strives to create, with educational professionals, a dynamic learning environment in which all students are inspired to realize their individual potential, learn critical academic skills, develop intellectual curiosity and moral courage, and prepare to be active citizens.

MINUTES

In Attendance:

Administration:

Board Members: Chris Bober - Chair Paul Plater - Vice Chair Jennifer Crawford, Superintendent Grant Geisler, Business Manager

Michael Kenney- Absent

Krista Davison

Stacey Morin - Absent

A. Call Meeting to Order @ 6:01pm

a. Announcement as to the presence of a quorum, that the meeting has been duly called, and the notice of the meeting having been posted for time and in the manner required by law. Public announcement that the meeting is being audio recorded and will appear on the internet at www.hdsd.org.

B. Pledge of Allegiance and Moment of Silence

a. Chair Bober led everyone in the Pledge of Allegiance and a moment of silence.

C. Review Hillsboro-Deering School Board Norms

a. Board reviewed the school board norms.

D. Recognitions

a. Years of Service



i.

- b. Mason Ferwerda 23-24 Student Representative to the School Board
 - i. Presented Mason with a certificate of service
- c. Megan Shower 7 years of service as Board Secretary
 - i. Presented Megan with a certificate of service and a beautiful plant.

E. Presentations

a. None

F. Correspondence

a. None

G. Public Comment- Limited to five minutes per person

- a. Chair Bober opened public comment at 6:11pm
- b. No members of the public present gave comments.
- c. Chair Bober kept public comment open and moved the meeting forward at 6:11pm

H. Consent Agenda (action needed)

- a. Approve Minutes June 3, 2024
- b. Appointments, Leaves and Resignations
 - See attached sheets
- c. Facilities Use Request HYAA Basketball; August 5, 7, 12 and 14 from 5-8 PM; waiver request of the \$260 building use fee
 - i. See attached sheets
- d. Policies Update -Second Reading

- i. IMBA Distance Education
- ii. BCA School Board Member Ethics
- iii. BBBF Student Members of the School Board

e. VOTE

i. Plater Moved to approve the consent agenda as presented. Davidson seconds. Motion passed 3-0-0

I. Student Representative's Report (if available) - Benjamin Perrin

a. None

J. Superintendent's Report

- a. General Update
 - i. Staff Breakfast and Recognition was today as well as a full day of professional development
 - ii. Graduation was on June 7th went well
 - iii. Kindergarten Celebration went well pictures will be included in the next newsletter.
 - iv. 8th grade celebration was on June 13th followed by a Dance
 - v. 5th Grade car parade
- b. Regional CTE Agreement
 - i. See attached Sheets
- c. Haslet Trust Update
 - i. Full Discussion can be found online. Establish and maintain courses in the
 - ii. The district has money in this trust fund
 - iii. The school district attorney looked at all of the documents pertaining to this trust and received a letter with their findings.
 - iv. See attached sheet
- d. HD-WES Facilities Support Agreement 2024-2026
 - i. See attached sheets
- e. HD-WES IT Service Agreement 2024-2026
 - i. See attached sheets
- f. Letter of Intent to extend lease for 24-25 school year for H-DHS Alternative Program
 - i. \$1,000/month for the 2024-2025 school year to continue using the current H-DHS Alternative Program
 - ii. The owner of the facility will be drawing up a formal contract for this lease agreement to submit to the Board.
- g. Farm to School Garden Grants
 - i. Applied to three grants, and each school received a grant
 - 1. H-DES \$6,000
 - 2. H-DMS \$6,000
 - 3. H-DHS \$6,000
 - ii. Includes funding for programming and supplies surrounding the new green house.
- h. CLiF Grant for Lower Elementary School

- i. Received a \$1,000 CLiF Grant for the Lower Elementary School
- ii. Can be used for books, author visits, or a combination.
- i. Building Use Requests
 - i. See attached sheets
- j. MOU Kid Adventures
- k. Business Manager's Update
 - i. Budget Transfer HDES Fire System
 - 1. See attached sheet
 - ii. May 2024 Finance Report
 - 1. See attached sheet

K. Board Discussion

a. None

L. Public Comment -Limited to five minutes per person

- a. Chair Bober opened public comment at 7:07 pm
- b. Leigh Bosse
 - i. Urges the Board not to renew the airport lease for the alternative school
 - 1. This district has been consistently generous for educational support
 - 2. You can find room within the current campus to house this program
 - ii. Congratulations to the Superintendent for researching the Haslet Trust and getting that money back online
 - 1. Would argue that the focus on the grant at the time of it's creation implies that technology is trade skills, not computer technology.
- c. Riche Colcombe
 - i. The microphone on Town Hall Streams is not working
 - 1. Answer
 - a. This is the last meeting we are using this service. We will be using the OWL for the upcoming academic year that has been piloted and proven to work correctly.
 - ii. In regards to the Haslet Trust
 - 1. The library has school annual reports that go back to the late 50s
 - a. They are missing a few years, but you can track the history of the trust there
 - iii. Requests a copy of the letter from the attorney
 - iv. Would like to know why there was a transfer of \$200,000 into a budget line of Zero.
 - 1. Answer
 - a. Equipment used to include hardware. We transferred it out of a general equipment budget line to the hardware line to be more transparent. It was there.
 - v. Trustees of the trust funds
 - 1. Does not recall that the business manager sending over information on the

d. Chair Bober kept public comment open and moved the meeting forward at 7:20pm

M. Action Items

a. Approve Budget Transfer

i. Plater Moved to approve the budget transfer as presented. Davidson Seconds. Motion passed 3-0-0

b. Approve HD-WES Facilities Support Agreement 2024-2026

i. Davidson Moved to approve the HD-WES Facilities Support Agreement 2024-2026 as presented. Plater seconds. Motion passed 3-0-0

c. Approve HD-WES IT Service Agreement 2024-2026

i. Davidson Moved to approve the HD-WES IT Service Agreement 2024-2026 as presented. Plater seconds. Motion passed 3-0-0

d. Accept Farm to School Garden Grants

i. H-DES \$6,000

1. Davidson Moved to accept the Farm to School Garden Grant for the H-DES in the amount of \$6,000 as presented. Plater seconds. Motion passed 3-0-0

ii. H-DMS \$6,000

1. Davidson Moved to accept the Farm to School Garden Grant for the H-DMS in the amount of \$6,000 as presented. Plater seconds. Motion passed 3-0-0

iii. H-DHS \$6,000

1. Davidson Moved to accept the Farm to School Garden Grant for the H-DHS in the amount of \$6,000 as presented. Plater seconds. Motion passed 3-0-0

e. Accept CliF Grant \$1,000

i. Davidson Moved to Accept the CliF Grant of \$1,000 as presented. Plater seconds. Motion passed 3-0-0

f. Authorize Board Chair to sign Regional CTE Agreement

- i. Moved to authorize the Board Chair to sign Regional CTE Agreement as discussed.
- g. Approve the MOU with Kid Adventures and facilities use agreement and fee waiver.
 - i. Plater Moved to approve the MOU with Kid Adventures for a two year period. Davidson seconds. Motion passed 3-0-0
- h. Davidson moved to Approve the and facilities use agreement and fee waiver for Kid Adventures Summer Programming in the amount of \$16,000. Plater seconds. Motion passed 3-0-0
- i. Davidson Moved to approve the facilities use and fee waiver in the amount of \$65,000 as discussed and presented. Plater seconds. Motion passed 3-0-0

N. Non-Public Session – RSA 91-A:3 II (c)

a. DAvidson Moved to enter into a non-public session citing RSA 91-A:3 II (c). Plater seconds. Motion passed 3-0-0 @7:26pm

- b. Roll
 - i. Chris Bober
 - ii. Paul Plater
 - iii. Krista Davison

O. Call Back to Order

- a. Chair Bober called the regular meeting back to order at 8:59pm
 - i. Roll
 - 1. Chris Bober
 - 2. Paul Plater
 - 3. Krista Davison

P. Action After Non-Public Session

a. Davidson moved to authorize the Chair to bring what was discussed in non public session. Plater seconds. Motion passed 3-0-0.

Q. Adjournment

a. Davison moved to adjourn. Plater seconds. Motion passed 3-0-0 @ 9:01pm

Respectfully Submitted, Megan Shower 78 School Street Hillsboro, NH 03244-2190

SAU#34

603-464-4466 Fax 603-464-4053 www.hdsd.org

Soaring to Excellence

Jennifer L. Crawford, Ed.D. Superintendent of Schools Jeni M. Laliberte, M.Ed., CAGS
Director of Curriculum, Instruction and Assessment

Stacey L. Vazquez, Ed.S. Director of Student Support Services Grant G. Geisler, M.S. Business Manager

To: Members, Hillsboro-Deering School Board From: Dr. Jennifer Crawford, Superintendent of Schools

Date: June 17, 2024

Re: Appointments, Leaves and Resignations - Teachers & Administrators

The following resignations, leaves, and appointments of teachers have occurred since the June 3, 2024 School Board meeting:

RESIGNATIONS:

LEAVES:

TRANSFERS/CHANGE OF ASSIGNMENTS:

APPOINTMENTS:

Jennifer Blaschik - HDHS Student Voice Co-Advisor, \$825 stipend, effective 7/01/2024-6/30/2025.

Jennifer Blaschik - HDHS Live Poets Society Co-Advisor, \$300 stipend, effective 7/01/2024-6/30/2025.

Marc Payeur - HDHS DECA Advisor, \$1575 stipend, effective 7/01/2024-6/30/2025.

Marc Payeur - HDHS Yearbook Advisor, \$750 stipend, effective 7/01/2024-6/30/2025.

Jeramy Thompson – HDHS Student Voice Co-Advisor \$825 stipend, effective 7/01/2024-6/30/2025.

Michael Boucher- HDHS Senior Class Advisor, \$1125 stipend, effective 7/01/2024-6/30/2025.

Katelyn Cashorali- HDHS NHS Co-Advisor, \$825 stipend, effective 7/01/2024-6/30/2025.

Sara Paquette- HDHS NHS Co-Advisor, \$825 stipend, effective 7/01/2024-6/30/2025. Abigail McHugh- HDHS French Club Advisor, \$400 stipend, effective 7/01/2024-6/30/2025.

Abigail McHugh- HDHS Sophomore Class Advisor, \$825 stipend, effective 7/01/2024-6/30/2025.

Kelly Dinsmore- HDHS Junior Class Advisor, \$1125 stipend, effective 7/01/2024-6/30/2025.

Emilie Slossar, HDES Special Education Teacher, column BA, step 3, salary \$51,094 effective 7/01/2024, NHED license in Special Education.

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SAU#34

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Soaring to Excellence

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Grant G. Geisler, M.S. Business Manager

To: I

Hillsboro-Deering School Board Members

From: Dr. Jennifer Crawford, Superintendent of Schools

RE:

For Information Only - Appointments, Leaves & Resignations of Staff

Date: June 17, 2024

Resignations:

Cheryl Ibara, HDMS/HDHS Special Education Office Paraprofessional, effective 6/14/24.

Leaves: None

Transfers/Change of Assignments: None

Appointments:

Nichole Huntoon-Paraeducator, Column B, Step 10, \$21.16/hour, 6.5 hours/day, effective 8/27/24

APPENDIX KF-R

Hillsboro-Deering School District Facilities Use Request Form

	HDMS / HDHS
Room/Space Requested: Baskettall ay	m
Dates: Any in Avgust	Clin glub
Times: Wilkday 5-8 815,-8/7	1,8/12,8/14
Name of Event/Activity: Sommer bask	HYAA CAMP - HYAA
Name of Event/Activity Contact: Dasna br	
Phone: (003-581-8214	Email: Sasha 232199mail.com
and the second transfer of the second transfe	Shorp WH 03244
Description of Activity: SK:118 + dails to	o improve basicoppiece serie
Set up requests: # of chairs # of Tables and tables)	(attach any special configuration of chairs
Technology/AV Requests (organizations must pro Projector Microphone	vide their own laptops, adaptors & power strips):
Kitchen (Will be closed to the public unless	a district food service employee is present. See
	a district 1000 set see embiolog to bresence occ
fees on page 2.)	
	Will an admission fee be charged? Yes O No C
Estimated Attendance: 50	Amount? 125 or 50 for teshirt, Ar
Check all that apply to this event/activity:	
	Outside District Profit Non-Profit
	Non-Front
BERTHROOM OF THE BUILDING OF T	Is Custodial fee Waiver requested?Yes No
Is Building Use Waiver requested? Yes O NoO	The Commontant tee, Austract, Ledinestent, 188 (NO)
PLEASE EXPLAIN REASON FOR WAIVER REALL WAIVERS.	Is Kitchen fee Waiver requested?Yes No O
ALL WAIVERS. IT IS AGREED that in consideration for allowing the owned facilities and in full recognition of its fiduciary Lessee hereby covenants and agrees to at all times house of the full statement of the full statement of the full statement of the statement of the use of these rental premises and all facilities by the representatives, contractors, customers, guests, and in The Lessee will provide a Certificate of Insurcoverage with limits of no less than \$1 million School District as an Additional Insured. Cert Any flyers, social media or advertising of any appearance over the statement of the statement	re rental of the Hillsboro-Deering School District's y to protect publicly owned property and assets, the idd harmless the Hillsboro-Deering School District, itted by law, from any and all claims, damages, isonable attorney's fees and legal costs, arising out of the Lessee, its officers, employees, agents, writees. The per occurrence, naming the Hillsboro-Deering tificate of Insurance attached y kind must contain the following: "Not a school-
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APPENDIX KF-R

Hillsboro-Deering School District Facilities Use Request Form

You will be contacted by the approving agent upon acceptance of this request at the above listed contact phone/ email. Do not assume this event is approved until you receive confirmation.

Approval Section:

Initial	TR	
	Confirm that facility in your building is a cor: Confirm that athletic field is available	
Building Facility Reserved	on: 8/5,8/7,8/1	2,8/14 5-80m
Room being used	MS Gxm	2 1 1
Use approved (circle one)	Approved	Disapproved
Reason for Denial (if applic	able)	
Principal Signature:		
requestor)	rator: Set fees, approve event (Signer is re	esponsible to confirm event with
Use of Building Fee	(see fees on page 6)	\$260
Custodial Fees \$35/hr per custodian	# Custodians	durir
	Hours per custodian	\$ O Custo 6
Kitchen Fees \$25/hr per staff member	# Cafeteria Staff	70
vacous per ours memoes	Hours per person	\$
	Total Fees	s 260
NT. A		ATD-VI
Notes:		
	gnature:	
Business Administrator Si 4. School Board:	ignature:	Vec No
Business Administrator Si 4. School Board: Fee waiver Granted:		Yes No
Business Administrator Si 4. School Board: Fee waiver Granted: Amount of waiver requested		Yes No \$
Business Administrator Si 4. School Board: Fee waiver Granted: Amount of waiver requested Amount waived:		\$
Business Administrator Si 4. School Board: Fee waiver Granted: Amount of waiver requested Amount waived:		\$
Business Administrator Si 4. School Board: Fee waiver Granted: Amount of waiver requested Amount waived: School Board Signature: 5. Scheduling (SAU O	i: Office)	\$
Business Administrator Si 4. School Board: Fee waiver Granted: Amount of waiver requested Amount waived: School Board Signature:	i: Office)	\$

REGIONAL CAREER AND TECHNICAL EDUCATION AGREEMENT

This AGREEMENT is made by and between the Concord School District (hereinafter referred to as the "Receiving District") and the Bow, Hillsboro-Deering, Hopkinton, John Stark, Kearsarge Regional, Merrimack Valley, Pembroke, and Pittsfield School Districts (hereinafter referred to as the "Sending Districts").

WHEREAS the Receiving and Sending Districts are parties to an existing Regional Career and Technical Education Center Agreement ("RCTECA") for Region #11, which is in effect until [confirm date], 2029;

WHEREAS the Receiving District has been designed as a Regional Career and Technical Education Center for Region #11 and the Receiving District operates a Regional Career and Technical Education Center;

WHEREAS RSA 188-E has recently been amended to require that CTE regions be governed by a Regional Career and Technical Education Agreement ("RCTEA"), which must be renewed every four years and submitted to the Commissioner for review and approval;

WHEREAS the parties agree to amend their existing agreement to ensure that it complies with the current legal and regulatory requirements;

THEREFORE, in consideration of the mutual covenants, agreements and conditions set forth herein, the Receiving District and Sending Districts hereby amend their existing RCTECA and agree as follows:

PREAMBLE

In order to implement Career and Technical Education in Region #11, the New Hampshire Department of Education ("Department") with the endorsement of the State

Board of Education has designated the high school at Concord as a Regional Career and Technical Education Center. The Center has been constructed, is operating and is known as the Concord Regional Career and Technical Education Center ("CRTC").

This agreement identifies the Concord School District as the Receiving District for Region #11and Bow, Hillsboro-Deering, Hopkinton, John Stark, Kearsarge Regional, Merrimack Valley, Pembroke, and Pittsfield School Districts as Sending Districts.

DEFINITIONS

"Area Career and Technical Education School" or "Area Career and Technical Education Center" means (A) a specialized public secondary school used exclusively or principally for the provision of career and technical education to individuals who are available for study in preparation for entering the labor market; (B) the department of a public secondary school exclusively or principally used for providing career and technical education in not fewer than 3 different fields that are available to all students, especially in high-skill, high-wage, or in-demand industry sectors or occupations; (C) a public or nonprofit technical institution or career and technical education school used exclusively or principally for the provision of career and technical education to individuals who have completed or left secondary school and who are available for study in preparation for entering the labor market, if the institution or school admits, as regular students, individuals who have completed secondary school and individuals who have left secondary school; or (D) the department or division of an institution of higher education, that operates under the policies of the eligible agency and that provides career and technical education in not fewer than 3 different occupational fields leading to immediate employment but not necessarily leading to a baccalaureate degree, if the department or

division admits, as regular students, both individuals who have completed secondary school and individuals who have left secondary school. (Perkins V Sec. 3(3), 20 USC 2302(3)). When used in this Agreement the phrase shall mean and refer to the Concord Regional Career and I Technical Education Center ("CRTC").

"Career and technical education" or "CTE" means organized educational activities that:

(a) Offer a sequence of courses that: (1) Provides individuals with coherent and rigorous content aligned with challenging academic standards and relevant technical knowledge and skills needed to prepare for further education and careers in current or emerging professions; (2) Provides technical skill proficiency, an industry-recognized credential, a certificate, or an associate degree; and (3) Might include prerequisite courses, other than a remedial course; and (b) Include competency-based applied learning that contributes to the academic knowledge, higher-order reasoning and problem-solving skills, work attitudes, general employability skills, technical skills, and occupation specific skills, and knowledge of all aspects of an industry, including entrepreneurship, of an individual. When used herein, this term shall refer to and include the career and technical education provided by the Receiving District through the CRTC.

"Commissioner" means the Commissioner of the New Hampshire Department of Education.

"Equipment" means any equipment purchased by the Receiving District through its regular purchase procedures and policies paid for by the State. Such equipment may be either movable or built-in/non-movable.

"Receiving District" shall mean a school district operating a comprehensive high school which is designated as a regional center or offers a designated regional career and



technical education course. The Concord School District is the Receiving District for purposes of this Agreement.

"Region" means a collection of Sending and Receiving Districts and at least one regional career and technical education center that are all parties to an agreement that defines the relationship, duties, and responsibilities between the Sending and Receiving Districts.

"Regional career and technical education center ("RCTEC")" means a high school or public academy offering career and technical education program(s) which has been designated by the commissioner as part of a regional career and technical education program under RSA 188-E:1. In this Agreement the RCTEC is known as the Concord Regional Technical Center ("CRTC").

"Sending District" shall mean a school district where students reside, and for whom said district has tuition responsibility, who attend a regional career and technical education center or designated regional career and technical education course other than within the district itself. If a student attends a chartered public school, private school, or is home schooled, the district where the student resides is the sending district. The Bow, Hillsboro-Deering, Hopkinton, John Stark, Kearsarge Regional, Merrimack Valley, Pembroke and Pittsfield School Districts are the sending districts for purposes of this Agreement.

I. INTRODUCTION

 The Receiving District operates CTE programs pursuant to the Strengthening Career and Technical Education for the 21st Century Act (Perkins V, 20 USC 2301, et seq.) and state law, NH RSA 188-E, et seq. The Receiving District and Sending Districts

1 INTRODUCTION

1.1 PURPOSE OF SERVICE LEVEL AGREEMENT/MEMORANDUM OF UNDERSTANDING

This agreement aims to document the IT support relationship between the Hillsboro-Deering School District and the Washington School District.

1.2 SCOPE

The agreement is limited to the IT Support for the Washington School District.

1.3 BACKGROUND

The Washington School District has historically maintained its own IT infrastructure; including internet service, firewall, server, laptops, wireless networks, Chromebooks, projectors, and iPads. Lacking a structured formal approach to IT management systems and user accounts quickly become outdated, and configuration errors are common leading to significant cybersecurity risk.

Given the relatively small size of the Washington school, several cost savings and consolidation of services actions have taken place over the years to provide the best student and staff experience while maintaining a low technology cost to the district.

The email domain for all SAU34 accounts is maintained by the HDSD IT (Hillsboro-Deering School District Information Technology) department. The creation of Washington student email accounts has been delegated to the Washington School Principal.

1.4 AUDIENCE

The intended audience for this document is the Hillsboro-Deering School Board, the Washington School Board, and SAU 34.

1.5 ROLES AND RESPONSIBILITIES

HDSD IT will provide IT support and planning to the Washington School. HDSD IT will consolidate the firewall, network, and server infrastructure to provide the best user experience for students and staff. Hardware failures will be assessed by HDSD IT. Quotes will be provided so that the Washington school staff can order the parts to repair the hardware failure. Guidance will be provided to address the age and lifecycle of computing resources in the Washington School.

2 SERVICE DETAILS

2.1 SERVICE LEVEL EXPECTATIONS

	Helpdesk Se	rvice Level Expectati	ions*	
	Severity 1 Critical	Severity 2 High	Severity 3 Medium	Severity 4 Low
Business/Financial Risk	Catastrophic exposure	Major exposure	Moderate exposure	Minimal exposure
Work Stoppage	Full; All work has ceased.	Significant; Most work has ceased.	Some; Some work has ceased.	Minor; Little work has ceased.
Percentage of End Users Effected	75 – 100%	30 – 75%	15 – 30%	0 – 15%
Workaround	None acceptable	Semi- acceptable; Short term	Acceptable; Medium term	Acceptable; Medium term
Response Time	1 hour or less	2 hours or less	8 hours - 1 business day	8 hours - 1 business day
Resolution Time	24 hours or less from first response	36 hours or less from first response	5 business days or less from first response	90 business days or less from first response

2.2 SERVICE PROVIDER / SERVICE RECIPEINT

HDSD IT can be reached by email at helpdesk@hdsd.org

2.3 SERVICE HOURS FOR PROBLEM RESOLUTION

Service hours are Monday - Friday 8:00am to 4:00pm

2.4 ANNUAL BUDGET FOR SERVICE

Payment for services rendered shall not exceed the approved budgeted amount of \$6,500.00 per fiscal year without prior approval from the Washington School Board.

2.5 AGREEMENT CHANGE PROCESS

Changes to this agreement will be coordinated by the Superintendent's office of SAU 34.

APPENDIX A: Service Level Agreement / Memorandum of Understanding Approval

The undersigned acknowledge that they have reviewed the *Washington School District IT* Service Level Agreement/Memorandum of Understanding and agree with the information presented within this document. Changes to this Service Level Agreement/Memorandum of Understanding will be coordinated with, and approved by, the undersigned, or their designated representatives.

Signature:	authir	Date:	6/10/24
Print Name:	Arin Mills		
Title:	School Board Chair		
Role:	Washington School District		
Signature:		Date:	
Print Name:	Jennifer L. Crawford		-
Title:	Superintendent, SAU 34		
Role:	Hillsboro-Deering School District		
Signature:		Date:	
Print Name:	Chris Bober		
Title:	School Board Chair		
Role:	Hillsboro-Deering School District		

hereby covenant and agree that, in the performance of this Regional Career and Technical Education Agreement, the Receiving District and Sending Districts shall comply with all the applicable laws and regulations which shall impose any legal obligation or legal duty upon the Receiving District and Sending Districts with respect to this Agreement.

- 2. This Agreement is controlled by the provisions of New Hampshire RSA 188-E and State of New Hampshire Department of Education rules adopted pursuant thereto and as they may be amended from time to time. In the event of any conflict between the provisions of federal or state laws or rules and the provisions of this Agreement, the provisions of the statute and state rules shall govern.
- 3. The Receiving District shall continue to provide a regional career and technical education facility known as the Capital Region on a district-owned site to which the district has clear title. The CRTC educational programming shall be broad enough to serve the reasonable needs of CTE Region 11.
- 4. The State of New Hampshire Department of Education ("Department") may designate additional school districts as "Sending Districts" or "Receiving Districts" for Region 11. Such designation shall entitle the Sending or Receiving District so designated to participate in the career and technical education programs at the regional career and technical education center upon such terms and conditions as the Department shall establish and subject to the provisions of New Hampshire RSA 188-E.

II. ADVISORY COMMITTEE

The Receiving and Sending Districts shall create and maintain a Region #11 advisory committee, consisting of representatives from each of the Sending Districts and the Receiving District. The advisory committee shall advise the Receiving District on matters related to career and technical education, including planning, designation and implementation of the CTE programs and facilities, however, the final decisions regarding CTE programs and facilities shall be made by the Receiving District, consistent with state law and regulations. The advisory committee shall meet at least twice per school year. The advisory committee shall consist of at least 7 members, comprised of representatives from each of the sending districts and the CRTC; at least one member shall be a certified high school counselor. A representative from the Community College System of New Hampshire located in the region will be included when appropriate. Each district shall be responsible for selecting their own representatives to the advisory committee.

- 6. The Receiving District shall consider the recommendations of the Region # 11 career and technical education advisory committee relative to career and technical education programs, facilities, and regional enrollment needs.
- 7. The CRTC shall have active program advisory committees representing each approved career and technical education program established at the Region 11 CRTC. The program advisory committees shall advise the regional advisory committee on matters relating to their particular program, but shall have no legal authority with respect to the regional advisory committee's responsibility.
- 8. The School Board of the Receiving District shall hold at least one annual joint meeting with the chairpersons (or their designees) of the School Boards of the Sending Districts to discuss the planning, development, operating, and evaluation of the educational program and facilities of the regional center.

III. DUTIES OF THE RECEIVING DISTRICT

- 9. The Receiving District, at its own expense, shall employ a full-time director of career and technical education, ("Director") who shall administer the career and technical education program within the administrative structure of the Receiving District. This individual shall be a member of the advisory committee, referenced in Section II, above.
- 10. High school students attending schools in the Sending Districts shall be entitled to attend the CRTC in accordance with applicable laws/regulations, district policies and the provisions of this RCTEA. Students attending chartered public schools, private schools, and home-schooled students residing in the sending districts shall also be eligible to attend the regional career and technical education center in accordance with state law, regulations and district policies.
- 11. The Receiving District shall designate and provide parking and such other related areas as are necessary for the operation and maintenance of the regional career and technical education center. Written parental consent is required prior to a student providing their own transportation to / from the CRTC and the Sending Districts shall work collaboratively with the Receiving District with regarding to granting and securing permission for student-provided transportation in accord with paragraph 20, herein.
- 12. The Receiving District shall provide barrier-free access to the CRTC, in accordance with applicable laws and regulations.
- 13. The Receiving District agrees to provide equal access to all of the approved regional career and technical education programs to qualified career and technical education students within the region in accordance with the formula for participation

agreed upon between the Receiving District and Sending Districts set forth in Paragraph 24 of this Agreement.

- 14. The Receiving District, in cooperation with the Sending Districts, shall plan, develop, operate, maintain, and evaluate the educational program and facilities of the CRTC. The educational program shall be broad enough to serve the reasonable needs of Region # 11.
- 15. The Receiving District shall seek to maximize the utilization of cooperative arrangements with state and local special education and vocational rehabilitation agencies in providing CTE programming for persons who are disadvantaged or who have disabilities. CTE opportunities for out-of-school youths, including "drop-outs" and others, will be provided by the Receiving District whenever possible. Costs will be shared by the Receiving and applicable Sending District.
- 16. The Receiving District shall provide access to school counseling services at the CRTC for students attending the CTE program and coordination of such activities throughout the region.
- 17. The Receiving District shall provide the Sending Districts with a designated contact for the receipt of IEPs and Section 504 Plans. The Receiving District shall implement accommodations necessary for participation in the CTE classes. Each Sending District shall designate a contact person regarding the needs of its students with IEPs or Section 504 Plans.
- 18. The CTE programs available at the CRTC as of the date that the Agreement is fully executed by all parties shall remain available for the duration of this Agreement unless terminated by the Receiving District. The termination of any approved career and

technical education program(s) by the Receiving District shall become effective after one (1) year's written notice to the Region # 11 career and technical education advisory committee, the Sending Districts and the Department.

IV. DUTIES OF THE SENDING DISTRICTS

- 19. Each Sending District shall provide the Receiving District's Director of Career and Technical Education with a designated contact within the sending district, and a secondary designated contact within the sending district.
- 20. The Sending Districts are responsible for providing transportation to/from the CRTC for their students. Transportation shall be provided as of the first day of school for the CRTC through the conclusion of the school year for the CRTC, regardless of whether school is in session on those dates in the sending district. Written parental consent and proof of insurance are required for CRTC students to provide their own transportation to the CRTC. If a Sending District's student is going to be providing their own transportation to/from the CRTC, the Sending District is responsible for obtaining the parental consent and proof of insurance and providing copies of both to the Receiving District. Such consent must be received by the Receiving District before the student provides their own transportation.
- 21. The Sending Districts will promptly provide the Receiving District with student record information necessary for the Receiving District to make decisions as to students' qualifications for admission. This includes, but is not limited to, transcripts and the student's disciplinary record and status. The Sending Districts notify the Receiving District if any student enrolled in a CTE course has completed the annual "opt-out" notification for FERPA directory information.

- 22. The Sending Districts agree to permit the school counseling and CRTC staff of the Receiving District to provide high school and incoming high school students with information concerning CTE offerings at the Region #11 CTE center and to encourage students' participation in the programs.
- 23. Prior to the start of each school year, and after any amendments made during the school year, the Sending Districts shall provide the Receiving District with copies of Individualized Education Plans (IEP) and Section 504 Plans for their students who will be attending CTE classes.

V. SEAT APPORTIONMENT METHOD

24. The formula for participation of students in the regional career and technical education programs shall be based annually on such method as the Receiving and Sending Districts may agree subject to the approval of the Commissioner of Education. In the event that an additional Sending District is designated by the Department, the formula for participation shall be designated by the Department.

VI. CALENDAR CONFORMITY AGREEMENT

25. All CRTC students shall be given access to CTE programs for the instructional time for those programs. To that end, the Receiving District and Sending Districts agree to develop mutually acceptable school calendars and class schedules annually that permit eligible students full access to all career and technical education programs. The Sending Districts shall annually align their school calendars with the school calendar of CTE programs at the Receiving District. The Sending Districts are responsible for ensuring that their students' schedules allow for full access to CTE programs offered at the CRTC center, including travel time on buses.

- 26. The Sending Districts and Receiving Districts agree to minimize scheduling conflicts through the alignment of district-level and program schedules, with a goal to better support CRTC students with as many hours as possible to fulfill their program requirements.
- 27. After Labor Day of each school year, the school calendars for the Receiving and Sending Districts in Region #11 shall not be out of alignment for more than ten (10) instructional days.
- 28. The parties to this Agreement shall work collaboratively to coordinate scheduling for teacher in-service dates and other scheduled school closure dates, and to coordinate start/end times for High School students to allow for access to and participation in CTE courses. Where possible, the Superintendents of the Receiving and Sending Districts will work to coordinate school closures due to inclement weather. The Sending Districts shall ensure that CRTC students' schedules allow for full access to CTE programs offered at the CRTC, including travel time on buses.
- 29. Upon a joint application by the Director and a student's sending district, the Commissioner may grant a waiver from the requirement that a student have full access to a CTE program for the instructional time for that program. Such waivers are granted on a case-by-case basis. If an adult student, minor student's parent or guardian, representative from the CRTC, or representative from the student's sending district believes that a waiver is necessary, that individual shall make the request to the student's sending district. Such requests shall be in writing and shall specify the reason for the request that the requirement that the student have full access to the CTE program for the instructional time for that program be waived. The sending district shall

communicate with the Director regarding the request for the waiver and if the request is appropriate, the parties shall jointly submit the application to the Commissioner.

VII. NOTIFICATION OF PREREQUISITE REQUIREMENTS AND AWARDING OF CREDITS

- 30. Prerequisites courses for CRTC programs shall be determined by the Receiving District, with input from the advisory committee. Prerequisite courses shall be identified and incorporated into the program of studies for the Receiving and Sending Districts. The Sending Districts agree to make course descriptions for the CRTC courses available to their students, and to provide access to courses that meet the prerequisite requirements for the CRTC courses in Region #11. The Receiving and Sending Districts agree that any prerequisite courses will be clearly identified in the description of the CRTC course and that courses that meet those prerequisites will be clearly identified as such.
- 31. CRTC students shall be awarded full or partial subject credit by demonstrating proficiency in a CTE course or program that is embedded with content area competencies that meet or exceed the district subject and required course competencies. CRTC students who demonstrate proficiency in the embedded CTE course or program competencies and who are determined to have met the content area academic standards required by their sending district high school shall have such credits counted toward the required program area for a high school diploma. The Receiving District shall provide the Sending Districts with sufficient information about the CTE course competencies to allow the Sending Districts to determine whether the CTE course competencies meet or exceed the district's subject and required course competencies. To the extent possible, the Receiving and Sending Districts shall seek to

align their curriculum and diploma requirements to allow CRTC students the opportunity to receive full or partial subject credit from their sending district by meeting their CTE course competencies. The determination as to whether to award full or partial credit for a non-CTE subject area shall be made by the Sending District. If partial credit is awarded, the Sending Districts shall determine the percentage of the credit that is awarded to the student.

VIII. TUITION AND ALLOCATION OF PERKINS GRANT FUNDS

- 32. The Sending Districts shall pay tuition for their students to attend CRTC programs. Students seeking to attend CRTC programs must meet all prerequisites for their desired course; enrollment in a specific CRTC program is also subject to space availability within the program.
- 33. The Sending Districts are responsible for twenty-five percent (25%) of the CTE portion of the Receiving District's cost per pupil for the prior school year, as calculated by the Department of Education. Payments shall be made to the Receiving District on a quarterly basis.
- 34. The Receiving District shall submit invoices on a monthly basis. Invoices shall be sent to the Business Administrators for each of the Sending Districts, unless the sending district requests otherwise. Such requests shall be made in writing and shall be sent to the Receiving District's Director of Career and Technical Education.
- 35. The State shall pay a portion of the cost of tuition in accord with RSA 188-E and state regulations. In the event that sufficient funds are not made available to the Department by the Legislature to compensate the Receiving District for tuition, the

Sending Districts shall pay the balance of the actual cost due to the Receiving District for their respective students.

- 36. No more than once during the term of this RCTEA, the Director may determine whether a report addressing any constraints in funding for tuition that need to be addressed to continue the CTE Program should be submitted to the Commissioner pursuant to RSA 188-E:1-a, V.
- 37. The Sending Districts may allocate their share of any Perkins funds to the Region #11 CRTC.

IX. TRANSPORTATION

- 38. The Sending Districts are responsible for providing transportation to their students who wish to attend a Region 11 CTE program. The Sending Districts may request reimbursement for their transportation costs from the State in accordance with applicable law and regulation.
- 39. The Receiving and Sending Districts are each responsible for submitting their own reimbursement requests to the State. The parties shall cooperate with each other in sharing any information necessary for each district to request reimbursement.
- 40. No more than once during the term of this RCTEA, the CTE Director may determine whether a report addressing any constraints in funding for transportation that need to be addressed to continue the CTE Program should be submitted to the Commissioner pursuant to RSA 188-E:1-a, V.

X. FACILITIES AND EQUIPMENT

41. The career and technical education facility shall remain the property of the Receiving District.

- 42. Equipment purchased by the Department shall remain the property of the Department and may be transferred to another facility under the provisions of Paragraph 45.
- 43. The Receiving District agrees that the equipment purchased through funds from the State shall be utilized only for career and technical education purposes, unless specific prior written exception is approved by the Department.
- 44. The Commissioner of Education shall have the authority to transfer equipment if said equipment is not being utilized effectively or efficiently, as determined by the Commissioner of Education, to another regional career and technical education center or school with an approved career and technical education program. At such time as it is determined that no useful life exists for the said equipment, the Department may authorize the disposal of said equipment in accordance with established procedures. Any funds received from the disposal of said equipment shall remain with the Receiving District.

XI. DISPUTES BETWEEN PARTIES

45. In the event of a disagreement between the Receiving and Sending Districts, the parties agree that the respective Superintendents shall confer in an effort to reach a resolution. If the dispute cannot be resolved, the parties agree that the Department of Education shall be the arbitrator of any dispute related to this RCTEA and that all parties will be bound by the decision of the Commissioner. Each party shall be responsible for its own legal fees and costs arising out of such dispute, unless otherwise required by law.

XII. STUDENT CONDUCT AND STUDENT SPECIFIC INFORMATION

- 46. Student Conduct. Prior to each school year, the Receiving District shall provide the Sending Districts with a copy of its Code of Conduct and applicable policies; the Sending Districts shall provide the Receiving District's Code of Conduct to their students attending one or more CTE classes at the Receiving District. The Receiving District reserves the right to discipline Sending District students who are attending CTE classes, up to and including suspension and expulsion, in accord with state law, regulation and Receiving District policy.
- 47. <u>FERPA</u>. The Receiving District and Sending Districts agree to maintain confidentiality of all student specific information in accord with state and federal laws and regulations, including the Family Education Rights and Privacy Act ("FERPA").

XIII. EFFECTIVE DATE, SUBMISSION TO THE DEPARTMENT OF EDUCATION, RENEWAL AND TERMINATION

- 48. This Agreement shall become effective when it is signed by all of the parties and then approved by the Commissioner. Any amendments or modifications to this Agreement shall be in writing, executed by the parties involved, and approved by the Commissioner.
- 49. This Agreement shall terminate on June 30, 2028,4 years following the date of the execution of this Agreement.
- 50. The Receiving and Sending Districts shall review this RCTEA every four years in anticipation of renewal and determine whether any amendments or modifications are necessary. A renewed or revised agreement, signed by the chairs of each of the sending and receiving school boards, shall be submitted to the Department of Education no later than the last day of December of the year preceding the first school calendar year of implementation.

(The Remainder of this Page was Intentionally Left Blank)

ВУ	' :
	Chairperson, Concord School Board Receiving District
STATE OF NEW HAMPSHIRE COUNTY OF	
officer, personally appearedproven) to be the person whose name	, 2024, before me, the undersigned, known to me (or satisfactorily e is subscribed to the within instrument and same for the purposes therein contained.
IN WITHNESS WHEREOF I h	ereunto set my hand and official seal.
	Justice of the Peace/Notary Public

E	BY:
	Chairperson, Bow School Board Sending District
STATE OF NEW HAMPSHIRE COUNTY OF	_
officer, personally appeared proven) to be the person whose na	, 2024, before me, the undersigned , known to me (or satisfactorily me is subscribed to the within instrument and he same for the purposes therein contained.
IN WITHNESS WHEREOF I	hereunto set my hand and official seal.
	Justice of the Peace/Notary Public

	BY:
	Chairperson, Hillsboro-Deering School Board Sending District
STATE OF NEW HAMPSHIRE COUNTY OF	
officer, personally appeared proven) to be the person whose r	, 2024, before me, the undersigned , known to me (or satisfactorily name is subscribed to the within instrument and I the same for the purposes therein contained.
IN WITHNESS WHEREOF	FI hereunto set my hand and official seal.
	Justice of the Peace/Notary Public

B	Y:
	Chairperson, Hopkinton School Board Sending District
STATE OF NEW HAMPSHIRE COUNTY OF	
officer, personally appeared	, 2024, before me, the undersigned , known to me (or satisfactorily me is subscribed to the within instrument and e same for the purposes therein contained. hereunto set my hand and official seal.
	Justice of the Peace/Notary Public

BY	
	Chairperson, John Stark School Board Sending District
STATE OF NEW HAMPSHIRE COUNTY OF	
officer, personally appeared proven) to be the person whose nam	, 2024, before me, the undersigned , known to me (or satisfactorily e is subscribed to the within instrument and same for the purposes therein contained.
IN WITHNESS WHEREOF I h	ereunto set my hand and official seal.
	Justice of the Peace/Notary Public

E	BY:
	Chairperson, Kearsarge Regional School Board Sending District
STATE OF NEW HAMPSHIRE COUNTY OF	_
officer, personally appearedproven) to be the person whose na	, 2024, before me, the undersigned , known to me (or satisfactorily ame is subscribed to the within instrument and he same for the purposes therein contained.
IN WITHNESS WHEREOF	I hereunto set my hand and official seal.
	Justice of the Peace/Notary Public
	JUBILLE OF THE FEALERINGIAL A LADIC

BY:	
	Chairperson, Merrimack Valley School Board Sending District
STATE OF NEW HAMPSHIRE COUNTY OF	
officer, personally appeared proven) to be the person whose name	, 2024, before me, the undersigned , known to me (or satisfactorily e is subscribed to the within instrument and same for the purposes therein contained.
IN WITHNESS WHEREOF I he	ereunto set my hand and official seal.
	Justice of the Peace/Notary Public

E	BY:
	Chairperson, Pembroke School Board Sending District
STATE OF NEW HAMPSHIRE COUNTY OF	_
officer, personally appeared proven) to be the person whose na	, 2024, before me, the undersigned , known to me (or satisfactorily me is subscribed to the within instrument and he same for the purposes therein contained.
IN WITHNESS WHEREOF	hereunto set my hand and official seal.
	Justice of the Peace/Notary Public

BY	
	Chairperson, Pittsfield School Board Sending District
STATE OF NEW HAMPSHIRE COUNTY OF	
proven) to be the person whose name	, 2024, before me, the undersigned, known to me (or satisfactorily e is subscribed to the within instrument and same for the purposes therein contained.
IN WITHNESS WHEREOF I h	ereunto set my hand and official seal.
	Justice of the Peace/Notary Public



Matthew H. Upton Admitted in NH 603.792.7413 mupton@dwmlaw.com

670 N. Commercial Street, Suite 207 Manchester, NH 03101-1188 603,716,2895 Main 603,716,2899 Fax

June 5, 2024

Jennifer Crawford, Ed.D Superintendent of Schools Hillsboro-Deering Cooperative School District 78 School Street Hillsboro N.H. 03244

RE: George Haslet Trust

Dear Superintendent Crawford:

The question has been raised as to whether the money received from the Haslet Trust may be used to offset the property taxes? For the reasons that follow, I have reached the conclusion that the Trust was not established for that purpose and directly funding property tax relief would be inconsistent with its stated purpose.

The Haslet Trust was created in 1928 by the Will of George Haslet ("Trust"). The Trust was established with the initial principal balance of \$75,000 which, according to the most recent accounting, has grown to exceed \$630,000.00. The Trust is administered by TD Bank N.A., 5 Commerce Park North, Bedford, N.H. 03110.

The Trust was established with the primary purpose of using the "net income" from the Trust to establish and maintain "...such course, or courses, in the high school in said Hillsborough as is not provided for and would not otherwise be maintained." Mr. Haslet goes on to state his preference, although not a mandate, that the course(s) so established come under the general heading of "Mechanical Arts." Accordingly, the net income from the Trust can be used for establishing and maintaining new courses, which would not otherwise be offered, even if such courses are not related to Mechanical Arts.

The language of the Trust goes on to stipulate that if it is found that it is not practical to create or maintain such a course or courses then the net income is to be used for the following purposes:

- 1. The purchase and upkeep of equipment for/at the High School.
- The payment of higher High School teacher salaries than currently paid (to ensure a "high grade" of teachers are employed); or
- 3. General school purposes.

The language of the Trust clearly evidences Mr. Haslet's intent that the net income be used for the stated purposes in descending order. Pecifically, if there are new courses that

June 5, 2024 Page 2

would not otherwise be created or maintained then the income should be used for such purposes with the preference given to Mechanical Arts. If such new courses do not use all or any of the net income, then the remaining income may be used for the purchase or upkeep of High School equipment. If there is money left over after consideration is given to the purchase or upkeep of High School equipment, then the remaining income may be used to augment High School teacher's salaries. Lastly, if there is any income remaining after funding the previously mentioned purposes, only then may the balance be used for general school purposes.

The language in the Trust is interesting in that its primary purpose is to create and maintain new courses that would not otherwise be offered. This language demonstrates Mr. Haslet intent that he did not want the proceeds for the Trust to be used to *supplant* money already budgeted for courses at the High School but moreover to *supplement* the budget for the purpose of creating new academic offerings. The same intent is also stated regarding teacher wages with the stipulation that the net income be used to pay High School teachers higher salaries than are "now paid." However, the same supplemental intent is not expressly stated regarding the purchase and upkeep of equipment at the High School or the catch-all general school purposes.

There is no mention in the Trust of using the net income directly to provide property tax relief. With that said, and assuming any new courses have not utilized all of the net income, the balance of the income may be used to purchase or maintain equipment for/at the High School that could indirectly reduce the district's dependance on property taxes. Similarly, and in the event that all the other stated purposes fail to exhaust the net income, the balance could be used for general school purposes that could also indirectly reduce the district's dependance on property taxes. However, it is my opinion that using such funds directly to reduce taxes would be inconsistent with the intent of the Trust.

Sincerely,

Matthew H. Upton Matthew H. Upton

The Trust does not stipulate that net income can only be used to augment teacher's wages if there is money left over after all equipment is either purchased or maintained at the High School. This language is different than the language used relative to general school expenses, which clearly can only be funded if there is money remaining after all other stated purposes have been funded.

² At the time the Trust was created there were no teacher unions or organized labor in the State of New Hampshire. Thus, paying teachers additional compensation could be done unilaterally. Since the passage of the NHPELRA in 1975, the payment of any wages to organized employees such as the teachers at the Hillsboro-Deering High School would need to be collectively bargained.

WASHINGTON SCHOOL DISTRICT INFORMATION TECHNOLOGY SERVICE LEVEL AGREEMENT MEMORANDUM OF UNDERSTANDING

Version 5 7/01/2024-6/30/2026

VERSION HISTORY

Version Number	Implemented By	Revision Date	Approved By	Approval Date	Description of Change
1.0	Neal Richardson	10/27/20			Initial Document
	Patricia Parenteau	01/07/21			
3.0	Washington School Board	05/09/22		6/13/22	
4.0	Business Manager	05/19/23	Washington & HD School Boards	6/19/23	Update for fiscal year 2024
5.0	Business Manager	6/3/2024			Update & extend period to align with budgeting

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		A: SERVICE LEVEL AGREEMENT / MEMORANDUM	OF

WASHINGTON SCHOOL DISTRICT FACILITIES SERVICE LEVEL AGREEMENT MEMORANDUM OF UNDERSTANDING

Version 5 7/1/2024-6/30/2026

VERSION HISTORY

Version Number	Implemented By	Revision Date	Approved By	Approval Date	Description of Change
1.0	James Bailey	11/9/2020			Initial Document
2.0	Patricia Parenteau	01/07/21			
3.0	Washington School Board	6/01/22		6/13/22	
4.0	Business Manager	05/19/23	Washington & HD School Boards	6/19/23	Update for fiscal year 2024
5.0	Business Manager	6/3/2024			Update & extend period to align with budgeting

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1 INTRODUCTION

1.1 PURPOSE OF SERVICE LEVEL AGREEMENT/MEMORANDUM OF UNDERSTANDING

This agreement aims to document the Facilities Support relationship between the Hillsboro-Deering School District and the Washington School District.

1.2 SCOPE

The agreement is limited to the Facilities Support for the Washington School District.

1.3 BACKGROUND

The Washington School District has historically maintained its own building infrastructure. Including lighting, plumbing, electrical, boiler plant, air handlers, building envelope, and facility work orders. Lacking a structured formal approach to facilities management, building repairs have been deferred leading to disruptions in the buildings operation.

Given the relatively small size of the Washington School, support from the HDSD facility department has taken place over the years to provide the best environment for students and staff while maintaining a low cost to the district.

1.4 AUDIENCE

The intended audience for this document is the Hillsboro-Deering School Board, the Washington School Board, and SAU 34.

1.5 ROLES AND RESPONSIBILITIES

HDSD Facilities will provide facilities support and planning to the Washington School. HDSD Facilities will perform the following duties, as directed:

- · Identify areas for improvement in facilities maintenance.
- Develop and maintain a computerized maintenance management system for facility repair work orders, facilities use and preventive maintenance schedules.
- Inspect the building on a quarterly basis, ensuring that high standards of workmanship, cleanliness, safety and security are maintained.
- Assist in safety, health and facilities approval inspections with local and state
 officials.
- Perform electrical, plumbing, HVAC and general building repairs, within the capabilities and time constraints of the HDSD Facilities Department.
- Support WES when issues arise and secure and oversee proper contractors for the multiple building systems. i.e. HVAC, security, fire alarm, sprinkler, domestic water and wastewater systems.
- · Attend school board meetings as needed.

2 SERVICE DETAILS

2.1 SERVICE LEVEL EXPECTATIONS

	EXPECIATIO				
	Facilities Se	rvice Level Expec	B		
	Severity 1 Critical	Severity 2	tations* Severity 3	Severity 4 Low Minimal failure Minor; Little instruction has	
Business/Financial Risk	Catastrophic failure	High	Medium		
		Major failure	Moderate failure		
School Operations Disruption	Full; All instruction has ceased.	Significant; Most instruction has ceased.	Some; Some instruction has		
Percentage of Building Effected	75 – 100%	30 – 75%	ceased. 15 – 30%	ceased. 0 - 15%	
Workaround	None acceptable	Semi- acceptable; Short term	Acceptable; Medium term	Acceptable; Medium term	
Response Time	1 hour or less	2 hours or less	8 hours – 1 business day	8 hours – 1 business day	
Resolution Time	24 hours or less from first response	36 hours or less from first response	5 business days or less from first response	90 business days or less from first response	

2.1 SERVICE PROVIDER / SERVICE RECIPEINT

HDSD Facilities can be reached by email at mnichols@hdsd.org

2.3 SERVICE HOURS FOR PROBLEM RESOLUTION

Service hours are Monday - Friday 7:00am to 3:00pm

2.4 ANNUAL BUDGET FOR SERVICE

Payment for services rendered shall not exceed the approved budgeted amount of \$3,500.00 without prior approval from the Washington School Board.

2.5 AGREEMENT CHANGE PROCESS

Changes to this agreement will be coordinated by the Superintendent's office of SAU34.

APPENDIX A: Service Level Agreement / Memorandum of

The undersigned acknowledge that they have reviewed the Washington School Ine undersigned acknowledge that they have reviewed the washington School District Facilities Service Level Agreement/Memorandum of Understanding and sorres with the information presented within this document. Change to this and agree with the information presented within this document. Changes to this Service Level Agreement/Memorandum of Understanding will be coordinated with, and approved by, the undersigned, or their designated representatives.

Signature: Print Name:	dulle or their design	nated repre	ill be coordinated sentatives.
Title:	Arin Mills	Date:	6/10/24
Role:	School Board Chair		
Noie;	Washington School District		
Signature:			
Print Name:	Jennifer L. Crawford	Date:	
Title: Role:	Superintendent, SAU 34		
Noie,	Hillsboro-Deering School District		
Signature:		Date:	
Print Name:	Chris Bober		
Title:	School Board Chair		
Role:	Hillsboro-Deering School District		

HILLSBORO-DEERING SCHOOL DISTRICT BUDGET TRANSFER REQUEST FORM

Requested by: Mark Nichols

Position: Facilities Director

Realigning excess health insurance funding to cover unanticipated Reason for Request: maintenance costs. After multiple fire alarms at HDES on 6/4/24, it was determined we need to replace the fire panel and several modules. The total

cost is \$8,666.96.

Entry Account#	Account Name	Increase	Decrease
1 10.2600.000.211.0	Facilities Health		\$8,666.96
2 10.2600.000.430.0	Maintenance Repairs	\$8,666.9	06
3			
4		the territory	
5			
6			
7			
8			
9			
Total		\$8,666.	96 \$8,666.96

Notes: All budget transfers must sum to zero. For longer budget transfer entries attach apreadsheet.

Approvals:		Date
Principal/Director	m/3/2	06-07-2024
Business Administrator	Haut & Keisle	6/7/24
Superintendent	garant cl	6/7/2024
School Board	0	
Entered by:		

FINANCIAL RE	PORT YTO BY OBJECT					rom Date:	5/1/2024	To Dale:	5/31/2024	
Fiscal Year: 2023-2024		Include pre encumbrance Print accounts with zero balance Filter Encumbrance						mbrance Detail by	Date Range	
		Exclude inactive a								
Account Number	Description		Adjustments	GL Budget	Current	YTD	Balance	Encumbrance	Budget Bal	% Ren
10 0000 000 119 6	SALARY	\$8,400,893.80	(\$89,278 00)	\$8,311,615.80	\$1,037,708 40	\$6,597,250.01	\$1,714.386.79	\$1,338,763 B4	1375,581.95	
10 0000 000 111.0	PARA EDUCATOR SALARY	\$1,331,534.71	\$39,491,88	\$1,371,026.57	\$170,285 19	\$1,181,812,54	\$189,214.03	\$100,365.03	\$88 849 00	
10 0000 000 112 0	BALARY	\$29,120.00	(\$500.00)	\$28,620.00	80 00	80 00	\$28,620.00	\$0.00	\$28,620.00	100.00
10.0000 000.119 0	HON-UNION	\$2 078 813 58	(1.53,869.00)	\$2,024,044.58	\$241,606.96	\$1,707,411.40	\$317,533 18	1227,289.93	195.143.25	470
10 0000 000 114 6	NON UNION SALARY	\$274,323 26	\$0.00	\$274,323.26	\$42,947.58	\$257,247.12	\$17,076.14	\$20,409 50	(\$1,333.36)	-1.22
70 0000 000 120 0	SUBSTITUTE S	\$177,500.00	\$0.00	\$172,500.00	\$58,678 4B	\$278,515.64	(106.015.64)	\$5,800.78	(\$111,816.40)	
10 0000 000 13G C	STIPEHOS	\$22,800.00	\$0.00	\$22,800.00	\$0.00	\$0.00	\$22,800.00	\$32,400.00	(8,600.00)	-42 11
10 0000 000 211 6	HEALTH INSURANCE	\$2 812 838 25	(110,517.82)	\$2,702,320.43	\$301,237.23	\$2,152,849.04	\$549,671.39	\$349,215.46	\$200,455.93	
10.6000 000 212 0	DENTAL INSURANCE	\$248,290 \$0	(\$2,018,84)	5246,271.96	\$28,431.54	5201,627.42	\$44,644,54	\$32,300 05	512,344 49	
10 0000 000 213 0	LIFE INSURANCE	\$16 128 00	(\$98.00)	\$10,032.00	\$1,799 39	\$12,616.50	\$3,415.50	\$2,102.58	\$1,312.92	819
10 0000 900 214 C	LONG TERM DISABLITY	\$25,200.76	(\$137.63)	\$25.043.13	\$2,672.18	\$19,463.70	\$5,599 43	\$3,504.45	\$2,094,00	B 36
19 0000 000 220 6 10 0000 000 230 0	FICA & MEDICARE NHRS	\$030,674.27	(\$6,344.00)	1021,229.28	\$114,087 18	\$735,007.71	\$198,221 57	\$125,884.12	\$72,327.45	
10 0000 000 230 0	N1985	12,079,922 17	(324,494.65)	12,055,427.52	\$222,662.96	\$1,656,192.51	\$399,235.01	\$314,251.12	\$64,963.90	
10 0000 000 240 D	TUTTON REMBURSEMENT	\$4,420.00	\$0.00	\$4,420.00	\$0.00	\$4,404.39	\$15.61	\$0.00	\$15 61	0.36
10 0000 000 241 0	STAFF TUITION REIMS	\$57,000,00	\$0.00	\$57,000.00	118,399.50	\$53,627.74	\$3,372.26	\$0.00	\$3,372.26	
10 6000 000 242 0	TRANSG	\$0,000 00	\$0.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$8,000 D0	
10 0000 000 250 B	UNEMPLOYMENT COMPENSATION	\$2,000.00	10.00	\$2,000.00	\$2,660 00	\$18.221.00	16,221.00	\$0.00	18,221 00	-811 GM
10 0000 900 260 0	WORKERS COUPENSATION	\$8,000 00 \$57,500 00	\$0.00	\$8,000.00	\$0.00	\$4,437,98	\$3,582.04	\$0.00	\$3,562.04	44,55
0 0000 000 290 0	MPLOTE PHYSICALS & FINGERPRINTS	\$4,860.00	\$0.00	\$57,500.00	\$0.00	\$64,737.00	(\$7,137.00)	\$0.00	(17,237.00)	-12 56/
S-6400 000 210 8	SUPERINTENDENT SERVICES	\$1,005,714.00	\$0.00	\$4,800.00	\$224.00	\$5,516.76	(\$716.76)	11,255 50	1 1 972 25	-41.02
200 330-0	PROFESSIONAL SERVICES	1497.847.11	1118.515.75	\$616,362,86	\$0.00 \$38.064.68	\$754,285,50	\$251,428.50	\$251,428.50	\$0.00	C 007
200 301.0	TUTORING OR CONSULTANTS	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$482,103 48 \$2 500 00	\$134,359.38	\$112,008.15	\$22,251,23	3.61
LLUX 000 MIL 0	DECKLET	\$500.00	\$0.00	\$500.00	\$0.00	\$2,500,00	\$2,500.00	\$0.00	\$2,500.00	50 00
0.080,000,000,0	AUDIT FEES	\$22,500.00	\$0.00	\$22,500,00	\$0.00	\$20.760.00	\$500.00	\$0.00 \$0.00	\$500 00	100.005
0 0000 000 4110	WATER & SEWER	\$54,000.00	\$0.00	\$54,000.00	\$13,401,55	\$45,878.52	\$1,760.00 \$5,123.48	\$9,200.00	\$1,750.00	-7.66
0.0000 000 421 0	WASTE DISPOSAL	\$42,000.00	\$0.00	\$42,000.00	\$3,652.00	\$27,610.15	\$14,109.85	\$9,200.00	(14,076 52) \$6,840 00	10.295
0.0000 000 423 0	GUSTODIAL BERVICES	\$843,753.00	\$0.00	5643.753.00	\$103.634.00	\$584,093.08	\$59.859.92	\$54, 02.80	\$5,457.32	0.855
0 0000 000 424 0	GROWN MAINTENANCE	\$167,500.00	\$0.00	\$167,500.00	\$16,000,00	\$158,485.35	\$9,014 85	\$1,094,00	\$7,920.66	4 725
9 0000 800 430 0	REPAIRS & MAINTENANCE	\$283,350.00	\$127,168.99	\$410,118.99	\$209,707.13	\$531,844.23	(\$121,325.24)	\$41,479,85	(# 102,805.09)	-39 001
2 0000 000 441 0	RENT	\$36,000,00	\$0.00	\$35,000 00	\$3,000.00	\$31,228.00	\$3,772.00	\$0.00	\$3,772.00	10.781
0 0000 000 442 0	EQUIPMENT RENTAL	\$229,528.76	\$0.00	\$229,528 76	\$0.00	\$229,446.70	\$82.00	\$0.00	\$82.06	0.041
3 0000 000,810 0	TRANSPORTATION	\$1,229,184.00	\$0.00	\$1,229,184.00	\$94,745.12	\$1,145.401.40	\$83,782 60	\$52,951,55	\$30,831,05	2 511
G 6000 000 520 C	PROPERTY INSURANCE	\$53,895.00	\$0.00	\$53,695.00	\$0.00	\$59.715.00	(16.020.00)	\$0.00	(86.020.00)	-11.71
0 0000 000 831 0	TELEPHONE	\$101,080.00	(\$1,050.00)	\$100,010.00	\$16,104,36	\$104,908 10	(54,898 10)	\$12,353.08	(17,251,16)	+17.269
D 0000 000 634 D	POSTAGE	\$8,500.00	\$0.00	\$8,500,00	\$263.94	\$4,530,25	\$3.969.75	\$1,862.46	\$2,107.29	24 795
C 0000 000 640 b	ADVERTISING	\$8,000.00	\$0.00	\$8,000 00	\$564.40	\$4,083.30	\$3,936.70	\$650.00	\$3,269.70	41 089
0 0000,000 880 0	PRINTING	\$4,500.00	\$0.00	\$4,500.00	\$1,129.05	13,830.92	\$660.08	\$0.00	\$660.08	14 075
C 0000 000,58C ()	TUITION	\$634,270.00	\$0.00	\$534,270.00	128,071,72	\$252,222 79	\$282,037,21	\$99.653,33	\$182,383,88	34 149
0 0000,000,561 0	TLETION - FOSTER PLACEMENTS	£21,000 00	\$0.00	\$21,000,00	\$0.00	\$0.00	\$21,000,00	\$0.00	\$21,000 00	100 001
0.0000,000,000.0	TRAVEL	\$23,250 00	(\$750.00)	\$22,500.00	\$13,102.08	\$20,297.22	\$2,202.78	\$1,548.56	\$554,23	2 485
0 192 0000,000 0	ADMISSIONS	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$0.00	0.001
0 0000 000 810 0	SUPPLES	\$318 994 50	\$10,087.50	\$327,082,00	\$23,743.73	\$279,697.86	\$47.384.14	\$35,070.97	\$12,313 17	3 769
	ELECTRICITY	\$273,736.00	\$0.00	\$273,736.00	\$28,097.42	\$195,753.70	\$77,982.30	\$79,122.83	(\$1,140.53)	-0.425
0 0000 000 425.0	PROPANE	\$157,500.00	\$8.00	\$157,500.00	\$9.014.12	\$141,404.38	\$18,095.62	\$19,882.22	(\$3,786.60)	-2 401
0 0000 000 eye.c	VEHICLE FUEL	\$4,000.00	\$0.00	\$6,000.00	\$382.73	\$3,015.08	\$2,984.94	\$2,484.94	\$500,00	8 339
0 0000 000 MAD C	SOCKS SOFTWARE	\$102,375.00	\$0.00	\$102,375.00	\$4,549.44	#75,400.91	\$25,974.09	\$27,125.38	(\$181.29)	-0 101
9 00000 000 000 001 C	SOFTWARE HARDWARE	\$250,000.00	\$64,580 00	\$314,580 00	\$390.89	\$318,793.72	(83,713.72)	\$8,762 66	(\$10,476.40)	-2 321
0 0000 000 730 0	EQUIPMENT	\$0.00	\$201,020.00	\$201,020 00	\$0.00	\$201,019.36	\$0.84	\$0.00	\$0.64	D 004
0.0000.000.000.000	OUES & FEES	\$262,975.00	192,047 12	\$70,927.08	\$1,776.31	\$58,787.77	\$12,180 11	\$2,172 42	\$9,987,69	14 081
0.0000.000.811.0	NEASSC HS REAC	\$49,155,00	\$1,700.00	147,455 00	\$3,650,60	\$40,163.74	\$7,291.25	\$2,349.00	\$4,942.26	10 419
0.0000.000.000.0	MISCELLANEOUS	\$3,700.00	\$0.00	\$3,700.00	\$0.00	#3 700 00	\$0.00	\$0.00	\$0.00	0.20%
0 0000 000 000 000 0	TRANSFER TO TRUST	\$80,100.00	(\$200 DO) \$0.00	\$59,990,00 \$1,60,000,00	\$10,647.14	\$25,287.00	534,613.00	\$32,182 47	12,450 58	4 009
					80.00	\$210,000.00	\$50,000.00	\$50,000.00 00,000.00	\$0.00	0.00%

Minutes
Hillsboro-Deering School Board Retreat
August 1, 2024
H-DHS Media Center

Attendees:

Chris Bober, Board Chair Paul Plater, Vice-Chair Krista Davison Mike Kenney Stacey Morin

Jennifer Crawford, Superintendent

- 1. Meeting began at 4:45 pm
- 2. Board Goals and Priorities
 - a. The board conducted and reviewed the annual school board self-assessment and compared the results to 2022 and 2023
 - b. Values discussion
 - c. Norms
 - i. Development process review
 - ii. Audit of existing norms
 - d. Reviewed the historical context of the board goals and mission
 - e. Discussion of board priorities
 - i. Three areas surfaced for further attention:
 - 1. Student Achievement
 - 2. Communication with the Community
 - 3. Transparency
- 3. Retreat ended at 7:45pm

Minutes respectfully submitted, Jennifer Crawford

78 School Street Hillsboro, NH 03244-2190

SAU#34

603-464-4466 Fax 603-464-4053 www.hdsd.org

Soaring to Excellence

Jennifer L. Crawford, Ed.D. Superintendent of Schools

Stacey L. Vazquez, Ed.S. Director of Student Support Services Jeni M. Laliberte, M.Ed., CAGS
Director of Curriculum, Instruction and Assessment

Rebecca Minichiello, MBA Business Manager

To: Hillsboro-Deering School Board Members

From: Dr. Jennifer Crawford, Superintendent of Schools

RE: For Information Only – Appointments, Leaves & Resignations of Staff

Date: August 19, 2024

Resignations: None

Leaves: None

Transfers/Change of Assignments:

Jodi Wightman- HDMS Office Para, Column B, Step 10, \$21.16/hour, effective 8/19/2024. **Wanda Anctil-** HDHS Special Education Office Para/Paraeducator, Column B, Step 10, \$21.16/hour, effective 8/19/2024.

Appointments:

Gabrielle Shuler- HDHS Freshman Class Advisor, \$825 stipend, effective 7/01/2024-6/30/2025.

Amanda Brockel, HDES Summer Food Service Worker, \$18.39/hour, 5 hours/day, 4 days/week; effective 7/22/24-8/8/24 and HDMS Summer Food Service Worker, \$18.39/hour, 5 hours/day, 4 days/week; effective 7/22/24-8/8/24

Lynette Gordon, HDES Summer Food Service Worker, \$18.91/hour, 5 hours/day, 4 days/week; effective 7/22/24-8/8/24 and HDMS Summer Food Service Worker, \$18.91/hour, 5 hours/day, 4 days/week; effective 7/22/24-8/8/24

Stephanie Dean, HDSD Summer painter, \$15.00/hour, 8 hours/day, 5 days/week; effective 6/24/24-9/1/24.

Kristen Poirer, HDMS ESY Paraeducator, \$23/hour, 3 hours/day, 3 days/week; effective 7/23/24-8/8/24.

Amanda McFadden, HDMS ESY Paraeducator, \$23/hour, 3 hours/day, 3 days/week; effective 7/23/24-8//8/24.

Haley Hathorn, HDES ESY Paraeducator, \$23/hour, 3.75 hours/day, 4 days/week; effective 7/22/24-8/8/24.

Melissa Gould, HDMS ESY Paraeducator, \$16.80/hour, up to 18 hours/week, effective 7/30/24-8/8/24

Madyson Pierce, HDES Paraeducator, Column B, Step 1, \$16.33/hour, 6.5 hours/day, 5 days/week, effective 8/20/24-6/30/25

Gail Eaton, HDES Title I Academic Interventionist, 6.5 hours/day, 2.5 days/week, \$32.00/hour; effective 8/21/24-6/13/25, grant-funded.

Paul McQuilkin, HDES Title I Academic Interventionist, 6.5 hours/day, 3 days/week, \$32.00/hour; effective 8/21/24-6/13/25, grant-funded.

Susan Kingsbury, HDES Title I Tutor, 6.5 hours/day, 4 days/week, \$20.00/hour; effective 8/21/24-6/13/25, grant-funded.

78 School Street Hillsboro, NH 03244-2190

SAU#34

603-464-4466 Fax 603-464-4053 www.hdsd.org

Soaring to Excellence

Jennifer L. Crawford, Ed.D. Superintendent of Schools

Stacey L. Vazquez, Ed.S. Director of Student Support Services Jeni M. Laliberte, M.Ed., CAGS Director of Curriculum, Instruction and Assessment

> Rebecca Minichiello, MBA Business Manager

To: Members, Hillsboro-Deering School Board

From: Dr. Jennifer Crawford, Superintendent of Schools

Date: August 19, 2024

Re: Appointments, Leaves and Resignations - Teachers & Administrators

The following resignations, leaves, and appointments of teachers have occurred since the June 17, 2024 School Board meeting:

RESIGNATIONS: None

LEAVES: None

TRANSFERS/CHANGE OF ASSIGNMENTS: None

APPOINTMENTS:

Vanessa Harnois – HDHS Junior Class Advisor, \$1125 stipend, effective 7/01/2024-6/30/2025.

John Bramley – HDHS NH Scholars Advisor, \$550 stipend, effective 7/01/2024-6/30/2025.

John Bramley- HDHS Summer Advisory Planning Committee, \$35/hour, up to 16 hours, effective 716/2024-8/8/24. Project AWARE grant funded

Jessica Granger- HDMS Dance Advisor, \$1050 stipend, effective 7/01/2024-6/30/2025. **Terri Carson-** HDES Kinderfun Teacher, \$35/hour, 4 hours/day, 4 days/week; effective 6/22/24-8/8/24, Title 1 grant-funded.

Rebecca Bagtaz- HDES Kinderfun Teacher, \$35/hour, 4 hours/day, 4 days/week; effective 6/22/24-8/8/24, Title 1 grant-funded.

Kim Wesler- HDES Kinderfun Teacher, \$35/hour, 4 hours/day, 4 days/week; effective 6/22/24-8/8/24, Title 1 grant-funded.

HDES Benchmark ELA Training: \$35/hour for 3.5 hours, effective 6/19/24, Title 1 grant funded:

Adamo, Shannon

Bagtaz, Rebecca

Buck, Elisabeth

Carson, Terri

Cover, Margaret

Dickey, Kelsie

Dumais, Leighanna

Dyer-Quinn, Deborah

Gillett, Kaitlyn

Gould, Laurie

Grupp, Zachary Henry, Meghan Herrick, Dagmar Jones, Margaret Kimball, Alana Knopf, Jennifer Lambert, Niki McDermott, Kelly McLay, Virginia Montanez, Melissa Murdough, Hannah Neal, Deanna Parenteau, Danielle Poehlmann, Elizabeth Savoy, Stephanie Slossar, Emilie Ward-Hill, Ellen Wechsler, Kathleen Wesler, Kimberly

Jessica Granger- HDMS ESY Special Educator, \$35/hour, up to 59 hours; effective 7/23/24-8/8/24.

Tara Bell- HDMS ESY Special Educator, \$35/hour, up to 59 hours; effective 7/23/24-8/8/24.

Rich Chapin- HDMS ESY Special Educator, \$35/hour, up to 59 hours; effective 7/23/24-8/8/24.

Courtney Leitner- HDES ESY Speech and Language Pathologist, \$42.35/hour, up to 42 hours; effective 7/15/24-8/8/24.

Sharon Gamache- HDMS Registered Nurse for ESY, \$35/hour, 4 hours/day for 4 days/week; effective 7/22/24-8/8/24.

Heather Garcia- School Psychologist for ESY, \$59.03/hour, up to 35 hours, effective 7/23/24 to 8/8/24. IDEA Grant funded,

Rebecca Decker- HDES ESY Speech and Language Assistant, \$29.79/hour, up to 42 hours, effective 7/23/24 to 8/8/24.

Eliza Tasker-Smith – HDMS ESY Special Education Teacher, \$35/hour, up to 59 hours, effective 7/23/24 to 8/8/24.

Jonathan Young – HDMS ESY Teacher, \$35/hour, up to 12 hours, effective 7/23/24 to 8/8/24.

Jenna Rheault – HDES ESY Occupational Therapist, \$42.60/hour, up to 56 hours, effective 7/15/24 to 8/8/24.

Jessica Grovo – HDES School Nurse, BA, Step 12, salary \$66,666; effective 8/19/24-6/30/25, NHED SN2 certification pending.

Jessica Granger – HDMS SADD Advisor, \$825 Stipend, effective 7/1/24-6/30/25 Melissa Moultroup – HDMS Lead Mentor, \$750 Stipend, effective 7/1/24-6/30/25 Sirena Lemieux-HDSD Social Worker, salary \$57,500; effective 8/19/24-6/30/25 Veronica Hytner – Title I Coordinator, Title I Funded, \$50/hour, up to 20 hours/month, effective 7/1/24-6/30/25

Terri Carson – HDES Mentor, \$500 stipend, effective 8/2024-8/2025 **Mary Johansen** – HDES Mentor, \$500 stipend, effective 8/2024-8/2025 Melissa Robbins – HDMS Summer School Tutoring, Title IV funded, \$35/hour, effective 7/15/24-8/9/24

Stephanie Lamothe - HDMS Summer School Tutoring, Title IV funded, \$35/hour, effective 7/15/24-8/9/24

Jonathan Young – Washington DC Trip Coordinator; \$1,125 stipend; effective 7/1/24-6/30/25

Jonathan Young – 7th Grade Instructional Leader; \$1,800 stipend; 7/1/24-6/30/25 **Karla Luhtjarv** – HDHS Student Leadership Summer Committee; \$35/hour; 20 hours total; effective 7/1/24-8/16/24

Shannon Hueber – HDHS Special Educator-Life Skills, MA, Step 7, salary \$67,696; effective 8/19/24-6/30/25, NHED Special Education certification.

Gianna Gollotto- HDES Grade 4 Classroom Teacher, BA, Step 1, salary \$48,162; effective 8/19/24-6/30/25, NHED Elementary Education certification.

Amanda Conley – 6th Grade Instructional Leader; \$1,800 stipend; 7/1/24-6/30/25 Danielle Parenteau – HDES Lead Mentor, \$750 stipend, effective 8/2024-8/2025 Elisabeth Buck – HDES Mentor, \$500 stipend, effective 8/2024-8/2025

Virginia McLay– HDSD Data Team Committee; \$35/hour; up to 17.5 hours; effective 8/1/24-6/30/25, grant-funded.

Bethany Cooper- HDHS English Teacher, MA, Step 9, salary \$71,818; effective 8/19/24-6/30/25, NHED English Education certification.

James Maccabe– HDSD Curriculum Committee; \$35/hour; effective 8/1/24-6/30/25. **William Knopf**– HDSD Curriculum Committee; \$35/hour; effective 8/1/24-6/30/25.

DISTANCE EDUCATION

"Distance education" means and includes any instructional mode that is not in-person instruction including, but not limited to, correspondence, video-based, internet-based, online courses, remote instruction, or any combination thereof. It also includes hybrid instructional models that utilize elements of distance education and traditional instruction in any combination.

Under rules of the N.H. Department of Education, distance education may be offered only:

- 1. When inclement weather, makes it unsafe to safely transport students to or from inperson instruction (i.e., remote learning day); or
- 2. As an option for a parent/guardian or adult student making a request for distance education (e.g., online courses).

A. District/School-Wide Distance Education During Inclement Weather.

When inclement weather makes it unsafe to safely transport students to or from in-person instruction, the District or school may elect to provide instruction remotely, pursuant to Board Policy IC.

B. Individualized Distance Education.

The Board encourages students to take full advantage of distance education opportunities as a means of enhancing and supporting their education.

- 1. Extended Learning Opportunities and Alternative Learning Plans. Such opportunities will be implemented under the provisions set forth in Policy IHBH, Extended Learning Opportunities and Policy IHBI, Alternative Learning Plans.
- 2. <u>Alternative Credit Options</u>. If the course is to be taken for credit, then Policy IMBC, Alternative Credit Options, will apply. Students must have distance education courses approved by the school principal ahead of time in order to receive credit.
- 3. <u>Pre-conditions for Online Enrollment.</u> The written approval of the building principal is required before a district student enrolls in an online or virtual course that is intended to become part of their educational program. Students applying for permission to take an online course must complete prerequisites and provide teacher/counselor recommendations to confirm the student possesses the maturity level needed to function effectively in a distance education learning environment.

HILLSBORO-DEERING DISTRICT POLICY

- 4. Approved Courses. Approved distance education courses must satisfy both state and local standards; be delivered by staff licensed in the state where the course originates; and contain provisions for feedback and monitoring of student progress. The district requires that a syllabus, including prerequisites, specific learning goals/activities, student evaluation criteria, and teacher responsibilities be submitted for review before the course is approved.
- 5. Student Enrollment Requirements. Students taking approved online courses must be enrolled in the district and must take the courses during the regular school day at the school site, unless the administration has granted approval for remote access based on special circumstances. Online courses may be taken in the summer under the same conditions as during the school year.
- 6. <u>Staff supervision.</u> The principal will assign a teacher to monitor student progress, grading of assignments, and testing. One teacher may supervise no more than ten students participating in distance education courses.
- 7. Privacy and Confidentiality. Approved distance education courses must comply with all federal and state statutes pertaining to student privacy and to public broadcasting of audio and video. Confidentiality of student record information will be maintained throughout the process. This includes information shared between school district representatives and the virtual school or online teacher, information shared between the school district or online teacher with students and parents, and information shared between school district representatives, the virtual school or online teacher and others.
- 8. <u>Safeguards</u>. The school district will provide safeguards for students participating in online instruction activities, and Policy EGA/IJNDB, School District Internet Access for Students, will apply.
- 9. <u>Earning of Credit</u>. Students earning credit for distance education courses shall participate in all assessments required by the statewide education improvement and assessment program. Credit courses will require students to meet similar academic standards as required by the District. Credit for the course is not recognized until an official record of the final grade has been submitted to the principal or designee with feedback from the online teacher.

HILLSBORO-DEERING DISTRICT POLICY

IMBA Required by Law

C. Educational Progress and Policy Violations.

If a student participating in distance education is not making educational progress, as determined by educational assessments, the option to participate in distance education may be rescinded by the district. A parent or guardian may appeal this determination to the Superintendent for review. If the Superintendent upholds the determination, the parent/guardian has a right to appeal to the state board of education per N.H. Department of Education Rules Ed 306.22(f).

Students who violate any part of the policy or engage in any other activity that school authorities consider inappropriate are subject to disciplinary action consistent with Board policies and the student handbook.

Policy Adoption and Revision History:

Committee Review: 5/16/24

First reading: 6/3/24 Second reading: 6/17/24

Board Approval:

SCHOOL BOARD MEMBER ETHICS

In order to fulfill its duty under state law to provide education to pupils within the District, the Board adopts the following expectations for each of its members.

AS A MEMBER OF THE SCHOOL BOARD, AND IN ACCORDANCE WITH MY OATH OF OFFICE, I WILL STRIVE TO IMPROVE PUBLIC EDUCATION BY STRIVING TO ADHERE TO THE FOLLOWING EXPECTATIONS:

- 1. Attend all regularly scheduled Board meetings, insofar as possible, and become informed concerning issues to be considered at those meetings.
- 2. Understand that the Board, as governing body, does not manage the District, but rather sets the broad goals and standards for the District by way of policies adopted by a quorum of the Board at proper meetings under the Right-to-Know law.
- 3. Be informed about current educational issues by individual study and through information, such as those sponsored by my state and national school board associations.
- 4. Make decisions and take votes based upon the available facts, the full deliberation of the Board, and my independent judgment, and refuse to surrender or subordinate that judgment to any individual or special interest group.
- 5. Work respectfully with other Board members to achieve the educational goals of the school district by encouraging the free expression of opinions by all Board members.
- 6. Seek opportunities for the Board to establish systematic communication channels with students, staff, and members of the community
- 7. Recognize that as a general principle, the District and its students benefit when the Board decisions, which have been made following consideration of all sides and a vote of a quorum, receive the subsequent support of the whole Board, whenever practicable.
- 8. Respect the confidentiality of information that is privileged under applicable law or is received in confidence or non-public session.
- 9. Recognize that individual Board members are without authority to act relative to School District business, and that I may not individually commit the Board to any action except as specifically designated to do so by Board action.
- 10. Understand the chain of command and refer problems or complaints to the proper administrative office per applicable School Board policies.
- 11. Work with the other Board members to establish effective Board policies and foster a relationship with the District administration toward the effective implementation of those policies and management of the District operations, personnel and facilities.

- 12. Communicate to the Superintendent and to the Board (only as consistent with the Right-to-Know law) expressions of public reaction to Board programs, policies, and other Board actions.
- 13. Present personal criticisms concerning District operations, staff, etc. to the Superintendent, not to District staff, the public, or unnecessarily at a Board meeting.
- 14. Establish policies and protocols for systematic communications with students, staff, and members of the community. Support the employment of those persons best qualified to serve as school staff and insist on a regular and impartial evaluation of all staff.

Legal References:

RSA 189:1 Days of School

RSA 189:1-a Duty to Provide Education

Appendix BCA-R

Policy Adoption and Revision History:

Policy Committee Review: 08/03/06

1st Reading: 08/21/06 2nd Reading: 09/18/06 Board Approval: 10/02/06

Policy Committee Review: 12/19/17 Policy Committee Review: 5/16/24

1st Reading: 6/3/24 2nd Reading: 6/17/24 Board Approval:

STUDENT MEMBERS OF THE SCHOOL BOARD

- A. General Policy. The Board will have one student member from Hillsboro-Deering high school. Student-members will serve one-year terms. Student-members will not have the right to vote. Student-members will be excluded from all non-public sessions.
- **B.** Election and Term of Student School Board Members. Student-members will serve one-year terms, beginning with the meeting just prior to the start of each school year. Student-members will be chosen by a majority vote of the high school student body under procedures for nomination and election established by the student government of the high school. Student-members are expected to:
 - (1) Attend all school board meetings during the academic year;
 - (2) Represent all high school students within the District;
 - (3) Present to the school board specific proposals and ideas from the high school student body;
 - (4) Serve as a liaison between students, District staff, and the Board; and
 - (5) Keep the student body informed of Board business and actions;
 - (6) Comply with all Board policies relative to students and Board members, when applicable.
- <u>C.</u> <u>Responsibilities of Student Government.</u> The student government of the high school shall establish procedures for:
 - (1) The nomination and election of student-member candidates;
 - (2) Any public high school student in the school district to petition the studentmember to present proposals and opinions to the School Board; and
 - (3) Filling any vacancy that may occur in the student-member position from that school.
- <u>D.</u> <u>Student-Member Expectations.</u> Under RSA 194:23-f, IV, student-members are expected to:
 - (1) Attend all School Board meetings;
 - (2) Represent all high school students within the district;
 - (3) Present to the School Board specific proposals and ideas from the high school student body;
 - (4) Serve as a liaison between students, District staff, and the board;
 - (5) Keep the student body informed of Board business and actions; and
 - (6) Comply with all Board policies relative to students and Board members, when applicable.
- **E.** Oversight. The Superintendent shall assure building principals coordinate with student government advisors to ensure student government is aware of Section D above.

BBBF

Legal References:

RSA 189:1-c School Board Student Member

RSA 194:23-f High School Student as a Board Member

Policy Adoption & Revision History:

Policy Committee Review: 4/8/14, 5/6/14

First Reading: 5/19/14 Second Reading: 6/16/14 Board Approval: 8/4/14

Policy Committee Review: 5/16/24

First Reading: 6/3/24 Second Reading: 6/17/24

Board Approval:

Welcome Lynn Wheeler, General User, Hillsboro-Deering SAU Office

Year: 2023-2024	▼ ·
	Please remember to save your work! Information not saved by timeout expiration will be lost!
	Automatic Logout/Timeout occurs in: 28 Minutes, 10 Seconds
< Survey List	Survey History

20960 - Hillsboro-Deering Middle School: <u>NHDOE Survey -> Indoor Air</u> <u>Quality Survey - 2023-2024</u>

Last Updated: 6/19/2024 3:20:35 PM Created On: 6/19/2024 3:13:42 PM	Last Updated By: mpeterso Created By: mpeterson1960	
Contact Information		
Person Responsible:	Telephone:	Email Address:
Marc Peterson	603-464-1289	mpeterson@hdsd.org
ase complete the survey by June 30th. Bo		ey times out after 15 minutes. Once the survey is su
ease complete the survey by June 30th. Bo		
SA 200:11-a Investigation of Air Quality, p		
ease complete the survey by June 30th. Bo SA 200:11-a Investigation of Air Quality, p Section 1: Policies and Signage		
ease complete the survey by June 30th. Book 200:11-a Investigation of Air Quality, p Section 1: Policies and Signage Do you have a wellness committee? Yes No Do you have a "No Idling" Policy?		
ease complete the survey by June 30th. Be SA 200:11-a Investigation of Air Quality, p Section 1: Policies and Signage Do you have a wellness committee? DYes No		
ease complete the survey by June 30th. Be SA 200:11-a Investigation of Air Quality, p Section 1: Policies and Signage Do you have a wellness committee? Wes No Do you have a "No Idling" Policy? Wes No Have you posted a "No Idling" sign in pa	rovide a copy to the school boa	rd and the local health officer.
ease complete the survey by June 30th. Book 200:11-a Investigation of Air Quality, p Section 1: Policies and Signage Do you have a wellness committee? Yes No Do you have a "No Idling" Policy?	rovide a copy to the school boa	rd and the local health officer.
ease complete the survey by June 30th. Be A 200:11-a Investigation of Air Quality, p Section 1: Policies and Signage Do you have a wellness committee? Wes No Do you have a "No Idling" Policy? Wes No Have you posted a "No Idling" sign in pa Yes No Do you have a policy regarding staff brin	rovide a copy to the school boa	ons?
ease complete the survey by June 30th. Be SA 200:11-a Investigation of Air Quality, p Section 1: Policies and Signage Do you have a wellness committee? Yes No Do you have a "No Idling" Policy? Yes No Have you posted a "No Idling" sign in pa	rovide a copy to the school boa	ons?
ease complete the survey by June 30th. Be SA 200:11-a Investigation of Air Quality, p Section 1: Policies and Signage Do you have a wellness committee? Ves No Do you have a "No Idling" Policy? Ves No Have you posted a "No Idling" sign in pa Yes No Do you have a policy regarding staff brin	rking areas and drop-off location	ons?

6. Do you use the EPA's Tools for School's checklist to assess your inc •Yes •No	door Air Quality?	
Section 2: Complaints		
7. If any indoor air quality complaints have been reported this school	l year, what were the cause	es? Select all that apply.
Sewage odors	Mold/Mildew	Dust
Outdoor air pollution (such as idling fumes or nearby industries)	Grass clippings/Pollen	Pets
$\ensuremath{\Box}$ Fragrances (such as perfume or air freshner odors)	Other	
If other, please Explain		
8. How many visits to the school nurse over the past year were asthm None ©1-25 26-50 51-75 76-100 More than 100	na related?	
9. Does your school have a system to log IAQ complaints?		
Section 3: Pests		
10. Does your school district have a written integrated pest manager Order Order	nent plan?	
11. Are pesticides applied inside the school building or on school gro Yes No	ounds by a licensed applic	ator?
12. Are records kept of pest complaints and pesticide applications?		
13. Are all waste receptacles located at least 100 feet away from the Yes No	building?	
Section 4: Fresh Air		
14. Is the school located near any sources of pollution from the outs Yes No	ide?	
If yes, what?		
15. Is the bus loading area and parent pick-up area away from outsice Yes No	de air intake vents?	
16. Does your school flush the building with fresh air after the school •Yes No	l day is completed?	
17. Does your school have an HVAC system?		
18. Are air filters changed at the frequency specified by the manuface Yes No NA - No HVAC System	turer?	

If no, explain why filters are not changed at the manufacturer's intervals.

19. Do the replacement air filters meet the specifications of the originally specified filters? ●Yes □No □NA - No HVAC System
If no, why do the filters not meet the manufacturer's specifications.
20. Are the HVAC condensate pans drained weekly?
●Yes □No □NA - No HVAC System
21. Are the unit ventilators, air supply diffusers, and return registers in each room clear of books, papers and other items? (i.e., within 3-5 feet)
No NA - No HVAC System
22. Are the unit ventilators, air supply diffusers and return registers interiors checked and cleaned?
23. How often are air supply, heat diffusers, return registers, and outside air intakes inspected?
At Least Quarterly
24. At what frequency is the ventilation ductwork scheduled for cleaning? ©1-5 Years ©6-10 Years © More than 10 Years © Not Scheduled for Cleaning © NA - No HVAC System
ST-5 feats 20-10 feats Elviole than to feats enot scheduled for cleaning Elva - No fivac System
Section 5: Mold Prevention
25. Does your school have a mold prevention and remediation plan? ©Yes No
26. How often is the building inspected for roof leaks?
At Least Monthly Less Frequent than Monthly Never
27. How often is the building inspected for bathroom plumbing leaks? Output Output Description:
At Least Monthly Cless Frequent than Monthly Sinevel
28. How often is the building inspected for classroom plumbing leaks?
At Least Monthly Less Frequent than Monthly Never
29. Are the facilities generally free of chipped paint, cracked floors, uneven surfaces, mold and evidence of leaks?
30. Are indoor humidity levels maintained between 30% and 60%?
31. Are wet areas dried within 24-48 hours to prevent mold growth?
Section 6: Asbestos Management & Radon Mitigation
32. Does the building have asbestos containing building materials (ACBM)? Yes No

33. Has the building been inspected for ACBM by an accredited inspector?

●Yes No
34. Is the Asbestos Management Plan kept at the school and readily available?
35. Has the school performed voluntary air testing for radon in the last 3 years? (Yes No Ounknown
36. If radon has been tested for in the past 3 years, were radon levels at or above 4 pCi/L mitigated? (4 pCi/L is the level at which EPA recommends that schools take action) Yes No Ounknown NA - No radon air testing was performed in last 3 years.
37. If the school was designed using radon prevention techniques what method was used? Soil Depressurization Building Pressurization Sealing Radon Entry Routes Other OUNKnown NA
Section 7: General
38. Does your school have a computerized maintenance management system?
If yes, enter name of system. School Dude
39. Is there a work order system in place for staff to report problems, prioritize work, conduct repairs and provide feedback to the staff? Order System in place for staff to report problems, prioritize work, conduct repairs and provide feedback to the staff? No
If no, please explain how problems are reported.
40. Are doors and windows intact and in good repair to prevent outside elements (dust, water, smells) into the building?
41. Are your rooms cleaned and dusted daily? Yes No
If No, please explain what frequency rooms are cleaned and dusted.
42. Are the vacuum cleaners using high-efficiency filters? Yes No
43. Are classrooms substantially free of litter and clutter which can block vents, collect dust, and provide a home for pests? Over 1. No
44. Does your school conduct pollutant-releasing activities only when school is unoccupied? (e.g., floor stripping, gym floor sealing, etc.)
If no, please explain how these activities are performed without impacting students and staff?
45. Are outdoor walk off mats/grates at building entrances to help reduce the amount of particulates released into the air?

●Yes ✓ No

Welcome Lynn Wheeler, General User, Hillsboro-Deering SAU Office

Year:	2023-2024 🕶
	Please remember to save your work! Information not saved by timeout expiration will be lost!
	Automatic Logout/Timeout occurs in: 28 Minutes, 32 Seconds
<	Survey List Survey History

20950 - Hillsboro-Deering High School: <u>NHDOE Survey -> Indoor Air</u> <u>Quality Survey - 2023-2024</u>

Current Status: Submitted		
Last Updated: 6/14/2024 9:23:40 AM Created On: 6/14/2024 9:13:05 AM	Last Updated By: jimorourke Created By: jimorourke	
Contact Information		
Person Responsible:	Telephone:	Email Address:
Jim O'Rourke	603-464-1294	jorourke@hdsd.org
Indoor Air Quality Survey		
ease complete the survey by June 30th. Be		nes out after 15 minutes. Once the survey is subr
Indoor Air Quality Survey lease complete the survey by June 30th. Be SA 200:11-a Investigation of Air Quality, presenting the Section 1: Policies and Signage		
lease complete the survey by June 30th. Be SA 200:11-a Investigation of Air Quality, presented in the Section 1: Policies and Signage Do you have a wellness committee?		
lease complete the survey by June 30th. Be SA 200:11-a Investigation of Air Quality, presented in the Section 1: Policies and Signage Do you have a wellness committee? Yes No		
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lease complete the survey by June 30th. Be SA 200:11-a Investigation of Air Quality, proceedings of the Section 1: Policies and Signage Do you have a wellness committee? Yes No Do you have a "No Idling" Policy? Yes No Have you posted a "No Idling" sign in part	rovide a copy to the school board a	
lease complete the survey by June 30th. Be SA 200:11-a Investigation of Air Quality, presented in the Section 1: Policies and Signage Do you have a wellness committee? Pyes No Do you have a "No Idling" Policy? Pyes No	rovide a copy to the school board a	
lease complete the survey by June 30th. Be SA 200:11-a Investigation of Air Quality, proceedings of the Section 1: Policies and Signage Do you have a wellness committee? Yes No Do you have a "No Idling" Policy? Yes No Have you posted a "No Idling" sign in part	rovide a copy to the school board a rking areas and drop-off locations?	

●Yes ○No
Section 2: Complaints
7. If any indoor air quality complaints have been reported this school year, what were the causes? Select all that apply. Sewage odors Mold/Mildew Dust
🛘 Outdoor air pollution (such as idling fumes or nearby industries) 🚨 Grass clippings/Pollen 🗓 Pets
Fragrances (such as perfume or air freshner odors)
If other, please Explain
8. How many visits to the school nurse over the past year were asthma related? None 1-25 26-50 51-75 76-100 More than 100 9. Does your school have a system to log IAQ complaints? Yes No
Section 3: Pests
10. Does your school district have a written integrated pest management plan?
11. Are pesticides applied inside the school building or on school grounds by a licensed applicator? Or No
12. Are records kept of pest complaints and pesticide applications?
13. Are all waste receptacles located at least 100 feet away from the building?
Section 4: Fresh Air
14. Is the school located near any sources of pollution from the outside? ○Yes ●No
If yes, what?
15. Is the bus loading area and parent pick-up area away from outside air intake vents?
16. Does your school flush the building with fresh air after the school day is completed?
17. Does your school have an HVAC system?
18. Are air filters changed at the frequency specified by the manufacturer?

6. Do you use the EPA's Tools for School's checklist to assess your indoor Air Quality?

A
●Yes □No □NA - No HVAC System
If no, why do the filters not meet the manufacturer's specifications.
20. Are the HVAC condensate pans drained weekly?
●Yes □No □NA - No HVAC System
21. Are the unit ventilators, air supply diffusers, and return registers in each room clear of books, papers and other items? (i.e., within 3-5 feet)
●Yes No NA - No HVAC System
22. Are the unit ventilators, air supply diffusers and return registers interiors checked and cleaned? ©Yes ©No ©NA - No HVAC System
23. How often are air supply, heat diffusers, return registers, and outside air intakes inspected?
At Least Quarterly
24. At what frequency is the ventilation ductwork scheduled for cleaning?
●1-5 Years ○6-10 Years ○More than 10 Years ○Not Scheduled for Cleaning ○NA - No HVAC System
Section 5: Mold Prevention
25. Does your school have a mold prevention and remediation plan? ©Yes ©No
26. How often is the building inspected for roof leaks?
Never Set Least Monthly Less Frequent than Monthly Never
27. How often is the building inspected for bathroom plumbing leaks?
At Least Monthly Less Frequent than Monthly Never
28. How often is the building inspected for classroom plumbing leaks? Oat Least Monthly Less Frequent than Monthly Never
At Least Monthly Less Frequent than Monthly Nevel
29. Are the facilities generally free of chipped paint, cracked floors, uneven surfaces, mold and evidence of leaks?
©Yes ©No
30. Are indoor humidity levels maintained between 30% and 60%?
31. Are wet areas dried within 24-48 hours to prevent mold growth?
©Yes ©No
Section 6: Asbestos Management & Radon Mitigation

33. Has the building been inspected for ACBM by an accredited inspector?

3/4

©Yes No
34. Is the Asbestos Management Plan kept at the school and readily available? Yes No
35. Has the school performed voluntary air testing for radon in the last 3 years? Yes No Unknown
36. If radon has been tested for in the past 3 years, were radon levels at or above 4 pCi/L mitigated? (4 pCi/L is the level at which EPA recommends that schools take action) Yes No Unknown NA - No radon air testing was performed in last 3 years.
37. If the school was designed using radon prevention techniques what method was used? Soil Depressurization
Section 7: General
38. Does your school have a computerized maintenance management system?
If yes, enter name of system.
39. Is there a work order system in place for staff to report problems, prioritize work, conduct repairs and provide feedback to the staff? OYes No
If no, please explain how problems are reported.
40. Are doors and windows intact and in good repair to prevent outside elements (dust, water, smells) into the building?
41. Are your rooms cleaned and dusted daily?
If No, please explain what frequency rooms are cleaned and dusted.
42. Are the vacuum cleaners using high-efficiency filters?
43. Are classrooms substantially free of litter and clutter which can block vents, collect dust, and provide a home for pests? Over No
44. Does your school conduct pollutant-releasing activities only when school is unoccupied? (e.g., floor stripping, gym floor sealing, etc.)
If no, please explain how these activities are performed without impacting students and staff?
45. Are outdoor walk off mats/grates at building entrances to help reduce the amount of particulates released into the air? ©Yes No

Welcome Lynn Wheeler, General User, Hillsboro-Deering SAU Office

Year:	2023-2024 🕶
	Please remember to save your work! Information not saved by timeout expiration will be lost!
	Automatic Logout/Timeout occurs in: 29 Minutes, 15 Seconds
<	- Survey List Survey History

20955 - Hillsboro-Deering Elementary School: <u>NHDOE Survey -> Indoor Air Quality Survey - 2023-2024</u>

ant Unidate d. 6/12/2024 10:10:22 AAA	Look Handakad Dun Dunkika a 200	01
Last Updated: 6/13/2024 10:19:32 AM Created On: 6/13/2024 10:09:49 AM	Last Updated By: Rwhitney08 ⁻ Created By: Rwhitney0818!	8!
Contact Information		
Person Responsible:	Telephone:	Email Address:
Mark Nichols	603-464-1141	mnichols@hdsd.org
A 200:11-a Investigation of Air Quality, pro		imes out after 15 minutes. Once the survey is su and the local health officer.
A 200:11-a Investigation of Air Quality, pro Section 1: Policies and Signage Do you have a wellness committee?		
Section 1: Policies and Signage Do you have a wellness committee? Do you have a "No Idling" Policy?		
Section 1: Policies and Signage Do you have a wellness committee? Oyes No Do you have a "No Idling" Policy? Oyes No Have you posted a "No Idling" sign in parl	ovide a copy to the school board	and the local health officer.
SA 200:11-a Investigation of Air Quality, pro	ovide a copy to the school board	and the local health officer.

●Yes □ No
Section 2: Complaints
7. If any indoor air quality complaints have been reported this school year, what were the causes? Select all that apply. Sewage odors Mold/Mildew Dust
Outdoor air pollution (such as idling fumes or nearby industries) 🗊 Grass clippings/Pollen 💆 Pets
☐ Fragrances (such as perfume or air freshner odors) ☐ Other
If other, please Explain
8. How many visits to the school nurse over the past year were asthma related? ○None ○1-25 ○26-50 ○51-75 ◎76-100 ○More than 100
9. Does your school have a system to log IAQ complaints?
Section 3: Pests
10. Does your school district have a written integrated pest management plan?
11. Are pesticides applied inside the school building or on school grounds by a licensed applicator?
12. Are records kept of pest complaints and pesticide applications?
13. Are all waste receptacles located at least 100 feet away from the building?
Section 4: Fresh Air
14. Is the school located near any sources of pollution from the outside? "Yes No
If yes, what?
15. Is the bus loading area and parent pick-up area away from outside air intake vents?
16. Does your school flush the building with fresh air after the school day is completed? OYes No
17. Does your school have an HVAC system? Yes No
18. Are air filters changed at the frequency specified by the manufacturer?

6. Do you use the EPA's Tools for School's checklist to assess your indoor Air Quality?

19. Do the replacement air filters meet the specifications of the originally specified filters?
●Yes □No □NA - No HVAC System
If no, why do the filters not meet the manufacturer's specifications.
20. Are the HVAC condensate pans drained weekly?
No NA - No HVAC System
21. Are the unit ventilators, air supply diffusers, and return registers in each room clear of books, papers and other items? (i.e., within 3-5 feet) ©Yes □No □NA - No HVAC System
22. Are the unit ventilators, air supply diffusers and return registers interiors checked and cleaned?
●Yes □No □NA - No HVAC System
23. How often are air supply, heat diffusers, return registers, and outside air intakes inspected?
Sat Least Quarterly
24. At what frequency is the ventilation ductwork scheduled for cleaning?
●1-5 Years 6-10 Years More than 10 Years Not Scheduled for Cleaning NA - No HVAC System
Section 5: Mold Prevention
25. Does your school have a mold prevention and remediation plan?
⊚Yes □No
26. How often is the building inspected for roof leaks? ©At Least Monthly © Less Frequent than Monthly © Never
east Monthly Less Frequent than Monthly Never
27. How often is the building inspected for bathroom plumbing leaks?
©At Least Monthly CLess Frequent than Monthly Never
28. How often is the building inspected for classroom plumbing leaks?
●At Least Monthly Less Frequent than Monthly Never
29. Are the facilities generally free of chipped paint, cracked floors, uneven surfaces, mold and evidence of leaks?
30. Are indoor humidity levels maintained between 30% and 60%?
31. Are wet areas dried within 24-48 hours to prevent mold growth?
●Yes □No
Sastian S. Ashastas Managamont S. Dadon Miliantian
Section 6: Asbestos Management & Radon Mitigation
32. Does the building have asbestos containing building materials (ACBM)? Otel No

33. Has the building been inspected for ACBM by an accredited inspector?

3/4

©Yes No
34. Is the Asbestos Management Plan kept at the school and readily available?
35. Has the school performed voluntary air testing for radon in the last 3 years? ©Yes © No © Unknown
36. If radon has been tested for in the past 3 years, were radon levels at or above 4 pCi/L mitigated? (4 pCi/L is the level at which EPA recommends that schools take action) See No Unknown NA - No radon air testing was performed in last 3 years.
37. If the school was designed using radon prevention techniques what method was used? Soil Depressurization Building Pressurization Sealing Radon Entry Routes Other Unknown NA
Section 7: General
38. Does your school have a computerized maintenance management system? Order Order
If yes, enter name of system. School Dude
39. Is there a work order system in place for staff to report problems, prioritize work, conduct repairs and provide feedback to the staff? OYes No
If no, please explain how problems are reported.
40. Are doors and windows intact and in good repair to prevent outside elements (dust, water, smells) into the building? OYes No
41. Are your rooms cleaned and dusted daily?
If No, please explain what frequency rooms are cleaned and dusted.
42. Are the vacuum cleaners using high-efficiency filters? Yes No
43. Are classrooms substantially free of litter and clutter which can block vents, collect dust, and provide a home for pests? ©Yes No
44. Does your school conduct pollutant-releasing activities only when school is unoccupied? (e.g., floor stripping, gym floor sealing, etc.) Other No
If no, please explain how these activities are performed without impacting students and staff?
45. Are outdoor walk off mats/grates at building entrances to help reduce the amount of particulates released into the air?

Yes No

AC Required by law

NONDISCRIMINATION/EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

The school district does not discriminate on the basis of sex and other protected categories in its education programs and activities, as required by federal and state laws and regulations.

The school district prohibits discrimination, including harassment, of school employees on the basis of:

- Race;
- Sex, sexual orientation, gender identity, sex stereotypes, sex characteristics, pregnancy or related conditions;
- Parental, family, or marital status;
- Color;
- · Religion;
- Ancestry or national origin;
- Age;
- Disability; and
- Genetic information.

The school district prohibits discrimination, including harassment, of students on the basis of:

- Race (including traits associated with race involving hair texture, Afro hairstyles and protective hairstyles such as braids, twists, and locks);
- Sex, sexual orientation, gender identity, sex stereotypes, sex characteristics, pregnancy or related conditions;
- Parental, family, or marital status;
- Color;
- Religion;
- Ancestry or national origin; and
- Disability.

The Board directs the school administration to implement a continuing program designed to prevent discrimination against all applicants, employees, students, and other individuals having access rights to school premises, programs, and activities.

The school district has designated and authorized a Title IX Coordinator who is responsible for ensuring compliance with all federal and state requirements prohibiting discrimination, including sexual/sex-based harassment. The Title IX Coordinator is a person with direct access to the Superintendent.

The school district has implemented complaint procedures for resolving complaints of discrimination and harassment under this policy. The school district provides required notices of non-discrimination policies and complaint procedures, how they can be accessed, and the school

AC

Required by law

district's compliance with federal and state civil rights laws and regulations to all applicants for employment, employees, students, parents, and other interested parties.

Legal References: Equal Employment Opportunity Act of 1972 (P.L. 92-261), amending

Title VII of the Civil Rights Act of 1965, 42 U.S.C. §§ 2000e to 2000e-17. Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§

1681-1688, as amended by 34 C.F.R. § 106.

Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d to 2000d-7.

Age Discrimination in Employment Act, 29 U.S.C. §§ 623-634.

Equal Pay Act of 1963, 29 U.S.C. § 206.

Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. §

794, as amended by 34 C.F.R. § 104.7.

Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213, as amended

by 28 C.F.R. § 35.107.

Genetic Information Nondiscrimination Act of 2008, 29 U.S.C. §§ 2000ff

to 2000ff-11.

Pregnant Workers Fairness Act, 42 U.S.C. §§ 2000gg to 2000gg-6. New Hampshire Human Rights Act, RSA 354-A:7, 354-A:27-28

Cross References:

ACAA- Harassment of Students

ACAA-R1 - Student Discrimination and Harassment Complaint

Procedure

ACAA-R2 - Student Sex Discrimination/Harassment Complaint

Procedure

ACAB - Harassment of Employees

ACAB-R1 - Employee Discrimination and Harassment Complaint

Procedure

ACAB-R2 – Employee Sex Discrimination/Harassment Complaint

Procedure

GBGB - Workplace Bullying

JICK - Bullying

JIE - Pregnant Students

Policy Adoption and Revision History:

Adopted by School Board: 10/05/98 Policy Committee Review: 1/27/05

1st Reading: 2/07/05 2nd Reading: 3/07/05 Board Approval: 3/21/05

Policy Committee Review: 10/20/14 Board Approval of Revision: 11/17/14 Policy Committee Review: 3/30/21 Board Approval of Revision: 4/05/21 Board Approval – Emergency Revision:

HARASSMENT OF STUDENTS

The school district prohibits harassment of students on the basis of:

- Race;
- Sex, sexual orientation, gender identity, sex stereotypes, sex characteristics, pregnancy or related conditions;
- Parental, family, or marital status;
- Color;
- Religion;
- · Ancestry or national origin; and
- Disability.

Such conduct is a violation of Board policy and may constitute illegal discrimination under state and/or federal laws.

School employees, fellow students, volunteers, visitors to the schools, and other individuals with whom students may interact in order to pursue or engage in education programs and activities, are required to refrain from such conduct.

A. Harassment

Harassment includes but is not limited to, verbal abuse and other unwelcome, offensive conduct based on the protected categories listed above. Harassment that rises to the level of physical assault, battery, and/or abuse, and/or bullying behavior are also addressed in Board Policies JICIA – Weapons, Violence and School Safety and JICK – Bullying.

B. Sexual/Sex-Based Harassment

Sexual Harassment and other forms of Sex-Based Harassment are addressed under federal and state laws/regulations. The scope and definitions of sexual/sex-based harassment under these laws differ, as described below.

1. Sex-Based Harassment Under Title IX

Under the federal Title IX law and its accompanying regulations, sex-based harassment includes harassment on the basis of sex, including sexual orientation, gender identity, sex stereotypes, sex characteristics, pregnancy, or related conditions, that is:

a. "Quid pro quo" harassment by a school employee, agent, or other person authorized by the school district to provide aid, benefit, or service under an education program or activity, explicitly or impliedly conditioning the



provision of such aid, benefit, or service (such as a better grade or college recommendation) on the individual's participation in unwelcome sexual conduct.

- b. "Hostile environment" harassment: Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offense, and is so severe or pervasive that it limits or denies an individual's ability to participate in or benefit from the school district's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-based inquiry that includes consideration of a number of factors (identified in ACAA-R2 Student Sex Discrimination/Harassment Complaint Procedure).
- c. Sexual assault, dating violence, domestic violence, and stalking, as these terms are defined in applicable federal laws/regulations.

2. Sexual Harassment Under New Hampshire Law

Under New Hampshire law, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual nature in the following situations:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of a student's educational benefits;
- Submission to or rejection of such conduct by a student is used as the basis for decisions on educational benefits; or
- Such conduct has the purpose and effect of substantially interfering with a student's academic performance, or creates an intimidating, hostile, or offensive environment.

C. Reports and Complaints of Harassment

NOTE TO LOCAL BOARDS: DISTRICTS SHOULD SELECT A HUMAN RIGHTS OFFICER, IN ADDITION TO A TITLE IX COORDINATOR. THIS MAY OR MAY NOT BE THE SAME PERSON. IF THE SCHOOL DISTRICT HAS SEPARATED THE ROLES OF HUMAN RIGHTS OFFICER AND TITLE IX COORDINATOR, THE FOLLOWING PARAGRAPHS SHOULD BE CHANGED ACCORDINGLY. IF THE ROLES ARE SEPARATED, WE RECOMMEND THAT INITIAL REPORTS BE MADE TO BOTH INDIVIDUALS TO ENSURE THAT THEY CAN DECIDE WHICH INDIVIDUAL SHOULD BE RESPONSIBLE FOR ADDRESSING THE REPORT.

All employees (except employees designated by the school district as "confidential employees" in regard to sexual/sex-based harassment complaints) are required to report possible incidents of harassment involving students to the Human Rights Officer/Title IX Coordinator. Failure to report such incidents may result in disciplinary action.



Students, parents/guardians, and other individuals are strongly encouraged to report possible incidents of harassment involving students to the Human Rights Officer/Title IX Coordinator so that they can be appropriately addressed.

The Human Rights Officer/Title IX Coordinator is also available to answer questions and provide assistance to any individual who is unsure whether harassment has occurred.

Reports of discrimination and harassment of students shall be addressed through ACAA-R1 – Discrimination and Harassment of Students Complaint Procedure. Reports of sex discrimination, including sexual/sex-based harassment, are addressed in ACAA-R2 – Student Sex Discrimination/Harassment Complaint Procedure.

Legal References: Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213, as amended

by 28 C.F.R. § 35.107.

Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. §

794, as amended by 34 C.F.R. § 104.7.

Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§

1681-1688, as amended by 34 C.F.R. § 106.

Title IV of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000c to 2000c-9. New Hampshire Human Rights Act, RSA 354-A:7, RSA 354-A:27-28.

Cross Reference: ACAA-R1 — Student Discrimination and Harassment Complaint Procedure

ACAA-R2 - Student Sex Discrimination/Harassment Complaint Procedure

AC - Nondiscrimination/Equal Opportunity and Human Rights

ACAB - Harassment of Employees

ACAB-R1 - Employee Discrimination and Harassment Complaint

Procedure

ACAB-R2 - Employee Sex Discrimination/Harassment Complaint

Procedure ACAD – Hazing

GBEB - Staff Conduct with Students

JFCK - Student Use of Cellular Telephones and Other Electronic Devices

JICIA – Weapons, Violence and School Safety

JICK - Bullying

JIE - Pregnant Students

Policy Adoption and Revision History:

Adopted by School Board:



NOTE TO LOCAL BOARDS: THIS POLICY HAS BEEN SUBSTANTIALLY REVISED FOR CLARITY AND TO REFLECT CHANGES IN THE TITLE IX REGULATIONS THAT BECOME EFFECTIVE ON AUGUST 1, 2024. ANY PROPOSED CHANGES TO THIS SAMPLE POLICY SHOULD BE DISCUSSED WITH LEGAL COUNSEL PRIOR TO ADOPTION TO ENSURE THAT THEY COMPLY WITH ALL APPLICABLE FEDERAL AND STATE LEGAL REQUIREMENTS.

HARASSMENT OF EMPLOYEES

The school district prohibits harassment of employees on the basis of:

- Race:
- Sex, sexual orientation, gender identity, sex stereotypes, sex characteristics, pregnancy or related conditions;
- Parental, family, or marital status;
- Color;
- Religion;
- Ancestry or national origin;
- Age;
- Disability; and
- Genetic information.

Such conduct is a violation of Board policy and may constitute illegal discrimination under state and/or federal laws.

A. Harassment

Harassment includes but is not limited to, verbal abuse, threats, physical assault/battery, and other unwelcome, offensive conduct based on the protected categories listed above. Harassment that rises to the level of physical assault, battery, and/or abuse is also addressed in Board Policy JICIA — Weapons, Violence and School Safety.

B. Sexual/Sex-Based Harassment

Sexual Harassment and other forms of Sex-Based Harassment are addressed under federal and state laws/regulations. The scope and definitions of sexual/sex-based harassment under these laws differ, as described below.

ACAB
Required by law

1. Sex-Based Harassment Under Title IX

Under the federal Title IX law and its accompanying regulations, sexual/sex-based harassment includes harassment on the basis of sex, including sexual orientation, gender identity, sex stereotypes, sex characteristics, pregnancy, or related conditions, that is:

- a. "Quid pro quo" harassment by a school employee, agent, or other person authorized by the school district to provide aid, benefit, or service under an education program or activity, explicitly or impliedly conditioning the provision of such aid, benefit, or service (such as a promotion or favorable evaluation) on the individual's participation in unwelcome sexual conduct.
- b. "Hostile environment" harassment: Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offense, and is so severe or pervasive that it limits or denies an individual's ability to participate in or benefit from the school district's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-based inquiry that includes consideration of a number of factors (identified in ACAB-R2 Employee Sex Discrimination/Harassment Complaint Procedure).
- c. Sexual assault, dating violence, domestic violence, and stalking, as these terms are defined in applicable federal laws/regulations.

2. Sexual Harassment Under New Hampshire Law

Under New Hampshire law, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal or physical conduct of a sexual nature in the following situations:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- b. Submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or
- Such conduct has the purpose and effect of substantially interfering with an employee's work performance or creates an intimidating, hostile, or offensive environment.

C. Reports and Complaints of Harassment

NOTE TO LOCAL BOARDS: IF THE SCHOOL DISTRICT HAS SEPARATED THE ROLES OF HUMAN RIGHTS OFFICER AND TITLE IX COORDINATOR, THE FOLLOWING PARAGRAPHS SHOULD BE CHANGED ACCORDINGLY. IF THE ROLES ARE SEPARATED, WE RECOMMEND THAT INITIAL

ACAB
Required by law

REPORTS BE MADE TO BOTH INDIVIDUALS TO ENSURE THAT THEY CAN DECIDE WHICH INDIVIDUAL SHOULD BE RESPONSIBLE FOR ADDRESSING THE REPORT/COMPLAINT.

Any employee who believes they have been harassed or sexually harassed is strongly encouraged to make a report to the Human Rights Officer/Title IX Coordinator. The Human Rights Officer/Title IX Coordinator is also available to answer questions and provide assistance to any individual who is unsure whether harassment has occurred.

All reports and complaints of discrimination/harassment of employees shall be addressed through ACAB-R1 – Discrimination and Harassment of Employees Complaint Procedure or ACAB-R2 – Employee Sex Discrimination/Harassment Complaint Procedure.

Legal References: Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213, as amended

by 28 C.F.R. § 35.107.

Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. §

794, as amended by 34 C.F.R. § 104.7.

Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§

1681-1688, as amended by 34 C.F.R. § 106.

Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d to 2000d-7. Title VII of the Civil Rights Act of 1965, 42 U.S.C. §§ 2000e to 2000e-17, as

amended by 29 C.F.R. § 1604.11.

Age Discrimination in Employment Act, 29 U.S.C. §§ 623-634.

Genetic Information Nondiscrimination Act of 2008, 29 U.S.C. §§ 2000ff

to 2000ff-11.

Pregnant Workers Fairness Act, 42 U.S.C. §§ 2000gg to 2000gg-6.

New Hampshire Human Rights Act, RSA 354-A:7.

Cross Reference: ACAB-R1 – Employee Discrimination and Harassment Complaint

Procedure

ACAB-R2 – Employee Sex Discrimination/Harassment Complaint

Procedure

AC – Nondiscrimination/Equal Opportunity and Affirmative Action

ACAA – Harassment of Students

ACAA-R1 – Student Discrimination and Harassment Complaint Procedure ACAA-R2 – Student Sex Discrimination/Harassment Complaint Procedure

GBGB – Workplace Bullying

ACAD - Hazing

JICIA – Weapons, Violence and School Safety

JIE – Pregnant Students

Policy Adoption & Revision History:



TITLE IX PROHIBITION OF SEX DISCRIMINATION AND SEX-BASED HARASSMENT: POLICY AND GRIEVANCE PROCEDURE

This policy and grievance procedure applies to all reports or complaints of sex discrimination, including reports or complaints of sex-based harassment. The "Title IX Grievance Procedure" (or sometimes simply the "Grievance Procedure") is Section III (Grievance Procedure for Complaints of Sex Discrimination Including Sex-Based Harassment). Instructions for making a report of sex discrimination or sex-based harassment are found in Section II.G (Making a Report of Sex Discrimination Including Sex-Based Harassment), and instructions for making a "Complaint" initiating the formal investigation and determination process are found in Section III.A (Form of and Making a Complaint).

Definitions of "sex discrimination" and "sex-based harassment," along with examples of what might constitute sex-based harassment, are found in Section II.D (Definitions) of this Policy.

I. TITLE IX "NONDISCRIMINATION POLICY" (copied to policy AC) The Hillsboro Deering School District does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX and its regulations, including in admissions/enrollment, or in employment.

A full version of the Title IX Notice of Nondiscrimination with name and contact information for the Title IX Coordinator is found on the District website, in policy AC-R(2), and school handbooks, and additional information regarding District nondiscrimination policies, statements, and procedures can be found in Policy AC. By locating information regarding all nondiscrimination resources in one place, the District intends to clearly communicate the protections, resources, and procedures to which individuals are legally entitled.

II. DISTRICT POLICY PROHIBITING AND RESPONDING TO SEX DISCRIMINATION INCLUDING SEX-BASED HARASSMENT

A. Introduction and General Purpose.

Sex discrimination of any type, including sex-based harassment, or to any extent is strictly prohibited by the District whether or not such conduct or behavior rises to the level of conduct prohibited under Title IX. Retaliation for reporting sex discrimination or participating in the Grievance Procedure set out in Section III of this Policy, among other things, is also strictly prohibited by the District. For discriminatory or harassing conduct which does not meet the definition of sex discrimination or sex-based harassment under Title IX and this Policy, the District's response will be governed under other applicable laws and policies per Board policy AC, the policies referenced therein, and applicable codes of conduct or handbooks.

Title IX and various other state and federal statutes prohibit discrimination on the basis of sex. Title IX obligates all recipients to comply with Title IX and the Department's Title IX regulations, with some limited exceptions set out in the statute and regulations. When "Title IX" is referenced in this policy, the term

refers to Title IX and the regulations. Accordingly, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any academic, co-curricular, extra-curricular, research, occupational training, or other education program or activity operated by the District. Sex-based harassment is a form of sex discrimination and is likewise prohibited.

If the District has knowledge of conduct that reasonably may constitute sex discrimination in its education program or activity, it must respond promptly and effectively. Conduct that occurs under the District's education program or activity includes conduct that is subject to the District's disciplinary authority. As part of the general prohibition on sex discrimination, the District has an obligation to address sex-based harassment, including such conduct that creates a hostile environment under its education program or activity.

- B. Title IX Notice of Nondiscrimination and Grievance Procedures.

 The District's Title IX Notice of Nondiscrimination may be found in Board policy AC and on the District's website at {insert website address}. Additional information regarding District nondiscrimination policies, statements, and procedures can also be found in Policy AC. By locating all nondiscrimination resources in one place, the District intends to clearly communicate the protections and resources to which individuals are legally entitled.
- C. Application of This Policy.

This Policy applies to all students, employees, and any third party who contracts with the District to provide services to District students or employees, upon District property or during any school program or activity. Additionally, the protections extend to any other person who was participating or attempting to participate in the District's education program or activity at the time of the alleged sex discrimination.

The prohibitions and obligations under this policy apply to all sex discrimination as defined in Title IX that occurs within the District's education programs or activities. The context of behavior can impact whether conduct falls within the definitions of sex discrimination and sex-based harassment prohibited under Title IX, and of conduct of a sexual nature that is offensive or hostile in itself, but which is not sex discrimination prohibited under Title IX. However, all conduct of the kind listed in the definition of "sex-based harassment" in Section II.D, is prohibited under this policy, as well as under various other Board policies and applicable codes of conduct. However, for purposes of its Title IX obligations the District must address reports or complaints of conduct which MAY constitute sex discrimination or sex-based harassment as set forth in this policy and the Title IX Grievance Procedure set out in Section III. Except when the context in this policy suggests otherwise, or as used in other laws (e.g., Title VII) or other Board policies (e.g., policy JICK) which pertain to harassment all references to "sexbased harassment" in this policy mean sex-based harassment that meets the definition below.

Nothing in this policy will be construed to confer on any third party a right to due process or other proceedings to which student and employee respondents are entitled under this policy unless such right exists under law. ¹ Volunteers and visitors who engage in sex discrimination will be directed to leave school property and/or be reported to law enforcement and/or the NH Division of Children, Youth and Families (DCYF), as appropriate. A third party under the supervision and control of the school system will be subject to termination of contracts/agreements, restricted from access to school property, and/or subject to other consequences, as appropriate.

D. Definitions.

As used in this Policy and the Title IX Grievance Process, the terms below shall have the meaning ascribed.

"Complainant" is an individual who is alleged to be the victim of conduct that could constitute sex discrimination, whether or not that person files a report or Complaint. This person must be a District student or employee, or a person who was participating or attempting to participate in District education programs or activities at the time of the alleged sex discrimination. A parent, legal guardian or other person legally authorized to act on behalf of a complainant may also be a complainant. See Section III.B for persons eligible to make a Complaint.

"Complaint" means an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged discrimination. Note that a person who makes a Complaint is not necessarily eligible to be a "complainant." See Section III.B for persons eligible to make a Complaint.

"Dating violence" is defined in sub-paragraph 2.b of the definition of "Sex-based harassment", below.

"Domestic violence" is defined in sub-paragraph 2.c of the definition of "Sex-based harassment," below.

"Days" shall mean calendar days, but shall exclude non-weekend days on which the SAU office is closed (e.g., holidays, office-wide vacations), or any weekday during the school year on which school is closed (e.g., snow days).

"Decisionmaker" means persons tasked with: the responsibility of making initial determinations of responsibility (at times referred to as "initial decisionmaker"); or the responsibility to decide any appeal (at times "appeals decisionmaker") with respect to Complaints of sex discrimination or sex-based harassment in accordance with the Title IX Grievance Process.

"Determination of Responsibility" is the formal finding by the decisionmaker on each allegation of sex discrimination or sex-based harassment contained in a

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HILLSBORO-DEERING SCHOOL DISTRICT POLICY

Required by law

Complaint that the respondent did or did not engage in conduct constituting sex discrimination or sex-based harassment under Title IX.

"Grievance Procedure" is the process by which the District determines if there has been a violation of the District's policies. As used in this policy, Grievance Procedure means the process of evaluation, investigation, determination, and appeal, if any, of a complaint of sex discrimination in violation of the District's prohibition on sex discrimination. The Grievance Procedure is set forth in Section III of this policy.

"Hostile Environment" is defined in sub-paragraph 3 of the definition of "Sex-based harassment", below.

"Pregnancy or related conditions" means: pregnancy, childbirth, termination of pregnancy, or lactation, and any conditions relating to or arising from the same or recovery from the same.

"Quid Pro Quo" is defined in sub-paragraph 1 of the definition of "Sex-based harassment", below.

"Respondent" is an individual who is alleged to have violated the District's prohibition on sex discrimination.

"Retaliation" (copied to policy AC) with minor modification) means intimidation, threats, coercion, or discrimination against any person by the District, a student, or an employee or other person authorized by the District to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its implementing regulations, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, hearing, or appeal under this policy, including, without limitation, any informal resolution process under Section II.J or in any other actions taken by the District under Section III. Nothing in this definition or this part precludes the District from requiring an employee or other person authorized by the District to provide aid, benefit, or service under the District's education program or activity to participate as a witness in, or otherwise assist with, an investigation, proceeding, or hearing under this part. Persons who are/were personally subjected to the alleged discriminatory conduct are exempt from the previous sentence. See also Sections II.H and III.E.7.

"Sex discrimination" prohibited under Title IX and by this policy includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, gender, sexual orientation, and/or gender identity. Sex-based harassment is a form of sex discrimination. For a definition of "discrimination" and additional types of discrimination prohibited by the District, refer to Board policy AC.

"Sex-based harassment" is a form of sex discrimination. Sex-based harassment prohibited under Title IX and by this policy means sexual harassment and other conduct on the basis of sex (including, without limitation, gender, sexual orientation, and/or gender identity), occurring in a school system education program or activity, that qualifies as one or more of the types of harassment described in sub-paragraphs 1-3 of this definition.

- NOTE: Even when conduct might meet the criteria of one or more of the definitions, it would not be sex-based harassment under Title IX if (1) the conduct occurred outside the United States or (2) the District did not have disciplinary authority over the conduct. However, the District would nonetheless have an obligation to address a sex-based hostile environment under its education program or activity. Additionally, if the conduct occurred outside of the United States in the context of a District sponsored activity, such conduct would be subject to the applicable Code of Conduct, handbook, or activity rules/agreement.
- 1. "Quid pro quo" a school District employee, agent, or other person authorized by the District to provide an aid, benefit, or service under the District's education program or activity conditioning an aid, benefit, or service of an education program or activity on an individual's participation or refusal to participate in sexual conduct irrespective of whether the conduct is welcomed by the student or other employee;
- 2. Specific Offenses Sexual assault, dating violence, domestic violence, or stalking as defined in state or federal law. Under Title IX, these specific defenses are defined as follows:
 - a. Sexual assault meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
 - b. Dating violence meaning violence committed by a person:
 - Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - i. The length of the relationship;
 - ii. The frequency of interaction between the persons involved in the relationship;
 - iii. The type of relationship; and
 - c. Domestic violence meaning felony or misdemeanor crimes committed by a person who:

- Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of New Hampshire or a person similarly situated to a spouse of the victim;
- Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
- Shares a child in common with the victim; or
- Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction; or
- d. Stalking meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
 - Fear for the person's safety or the safety of others; or
 - Suffer substantial emotional distress.

OR

- 3. Hostile Environment Unwelcome sex-based conduct that, based on the totality of the circumstances (including, but not limited to, the ages and disability statuses of the harasser and victim and the number of individuals involved and their authority), is
 - subjectively AND objectively offensive, AND
 - is so severe OR pervasive
 - that it limits or denies a person's ability to participate in or benefit from the District's education program or activity;

Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

- The degree to which the conduct affected the complainant's ability to access the District's education program or activity;
- The type, frequency, and duration of the conduct;
- The parties' ages, roles within the District's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
- The location of the conduct and the context in which the conduct occurred; and
- Other sex-based harassment in the District's education program or activity.

Behaviors that constitute sex-based harassment may include, but are not limited to: (NOTE: Incidents of the conduct below would still need to satisfy



the criteria in one or more of paragraphs 1-3 of this definition. Behavior that does not meet the Title IX definition of sex-based harassment or sex discrimination may still violate other District policies).

- Sexually suggestive remarks or jokes;
- Verbal harassment or abuse;
- Displaying or distributing sexually suggestive pictures, in whatever form (e.g., drawings, photographs, videos, irrespective of format);
- Sexually suggestive gesturing, including touching oneself in a sexually suggestive manner in front of others;
- Harassing or sexually suggestive or offensive messages that are written or electronic;
- Subtle or direct propositions for sexual favors or activities;
- Touching of a sexual nature or groping; and
- Teasing or name-calling related to sexual characteristics (including pregnancy) or the belief or perception that an individual is not conforming to expected gender roles or conduct.
- Sex-based harassment may be directed against a particular person or persons, or a group, whether of the opposite sex or the same sex.

"Sexual assault" is defined under Sex-based harassment, sub-paragraph 2.a.

"Stalking" is defined under Sex-based harassment, sub-paragraph 2.d.

"Supportive Measures" are free, non-disciplinary, non-punitive, individualized services and shall be offered at no cost to the complainant, and may be offered also at no cost - to the respondent, as appropriate as described in Sections II.I.1.b and II.I.1.c, below, including, e.g., during the Grievance Procedure (Section III) and the informal resolution process (Section II.J). These measures may include, but are not limited to, the following:

- Counseling;
- Course modifications;
- Schedule changes; and
- Increased monitoring or supervision.

Such measures shall be designed to restore or preserve equal access to the District's education programs and activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment and/or deter sex-based harassment. Supportive



measures shall remain confidential with exclusive exceptions stated required in Section II.R, below.

E. Title IX Coordinator.

The Title IX Coordinator is the District's employee who coordinates the District's efforts to comply with its responsibilities under Title IX. Contact information for the Title IX Coordinator shall be included in the Notice of Nondiscrimination. Title IX Coordinator duties are as prescribed throughout this policy and in the Title IX regulations.

No later than July 1 of each year, the Superintendent shall appoint a person to serve as the District's Title IX Coordinator. The Superintendent shall update the Title IX Coordinator information contained in Board policy AC-R(2) and the Title IX Notice of Nondiscrimination and disseminate both as stated in Board policy AC and Section II.B, above. Such information shall be updated in a timely manner any time there is a change to the identity of the Title IX Coordinator before the next annual update.

The Title IX Coordinator shall have such duties as are described in this policy, the Grievance Procedure, and 34 CFR 106.01 – 106.82. The Title IX Coordinator's duties may be carried out by more than one employee or a third party trained as required under Section II.T, as delegated by the named Title IX Coordinator, but the Title IX Coordinator must be an employee and will maintain ultimate administrative oversight of the District's Title IX compliance efforts.

Among other duties, the Title IX Coordinator also monitors the District's education program or activity for barriers to reporting information about conduct that may reasonably constitute sex discrimination under Title IX and take steps reasonably calculated to address such barriers. Additionally, the Title IX Coordinator shall be responsible for ensuring that students, staff, and other participants in District education programs or activities are informed of how to contact its confidential employees per 34 CFR 106.44(d)(1).

F. Implementation.

The Superintendent shall have overall responsibility for implementing this Policy and shall annually appoint a District Title IX Coordinator² as that position is described in Section II.E, above. The name and contact information for the Title IX Coordinator is set forth in Board Policy {**}AC-R(2), which policy shall be updated and disseminated annually with the Title IX Coordinator's name as required under Board policy {**}AC. The Title IX notice of nondiscrimination is located at [insert website address].

- G. Making a Report of Sex Discrimination Including Sex-Based Harassment.
 - NOTE: A report alone does not begin the District's Title IX Grievance Procedure. That Procedure is only begun upon the making of a Complaint as described in Section III.A, below.

Any person may report sex-based harassment/sex discrimination whether relating to themselves, another person or about the District's policies or practices. However, if any District employee – other than an alleged harasser, or the Title IX Coordinator – receives information of conduct which may constitute sex discrimination or sex-based harassment, they shall, without delay, inform the Title IX Coordinator of the information. Failure to report can subject the employee to discipline up to and including dismissal.

A report of sex discrimination or sex-based harassment may be made at any time, in person, by mail, by telephone, electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's oral or written report. Additionally, while the District strongly encourages reports of sexual harassment to be made directly to the Title IX Coordinator, the report may be made to any District staff member, including, for instance, a counselor, teacher or principal.

If the Title IX Coordinator is the alleged respondent, the report or Complaint may be made directly to the Superintendent, who shall thereafter fulfill the functions of the Title IX Coordinator regarding that report/Complaint or delegate the function to another person, provided that the Superintendent or other person has the requisite training as provided in Section II.T, below.

H. Staff Obligations to Report.

1. Sex Discrimination and Sex-Based Harassment. Every employee who is not a confidential employee (confidential employees are discussed in subparagraph II.H.3, below) is required to notify the Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination, including, without limitation, sex-based harassment, or retaliation. (Retaliation is described in Sections II.D and II.Q, and "confidential employees" discussed in sub-paragraph II.H.3.

This requirement, however, does not apply to an employee who is/was personally subjected to the alleged discriminatory conduct as long as no other person within the District's program or activity (including any student) is/was adversely affected by that conduct, and the conduct is not required to be reported by another policy or law.

Nothing in this policy modifies reporting obligations under any other reporting policy, including but not limited to, suspicion of abuse or neglect of a child under RSA 169-C:29 and Board policy JLF; acts of "theft, destruction, or violence" as defined under RSA 193-D:4, I (a) and Ed 317.04; incidents of "bullying" per RSA 193-F and Board Policy JICK; or hazing under RSA 671:7. A single act may simultaneously require reports under several of these authorities.

2. Pregnancy and Related Conditions. For information regarding protections available to pregnant students, see policy IHBCA. When a student, or a person who has a legal right to act on behalf of the student, informs any employee of the student's pregnancy or related conditions, unless the employee reasonably

believes that the Title IX Coordinator has been notified, the employee must promptly provide the student or other person with the Title IX Coordinator's contact information and inform the student or other person that the Title IX Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to the District's education program or activity.

- 3. Confidential Employees. Any person employed by the District in a position for which communications to that person in the performance of their duties would be eligible for an evidentiary privilege (e.g., physicians, psychologists) is not required to report to the Title IX Coordinator information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applied. However, upon receiving information of conduct that reasonably may constitute sex discrimination, a confidential employee must specifically advise the reporter:
 - a. The employee's status as confidential for purposes of this part, including the circumstances in which the employee is not required to notify the Title IX Coordinator about conduct that reasonably may constitute sex discrimination;
 - b. How to contact the District's Title IX Coordinator and how to make a Complaint of sex discrimination; and
 - c. That the Title IX Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the Grievance Procedures.
- I. District Response to Information, Report, or Complaint of Sex Discrimination and Sex-Based Harassment.
 - The District must respond promptly and effectively when it receives a report, a Complaint, or otherwise has knowledge, of conduct that reasonably may constitute sex discrimination in its education program or activity. The District shall take the actions and apply the other measures as described in this policy and 34 CFR 106.44, and, if a Complaint is made, the District's Grievance Procedure (Section III, below) and 34 CFR 106.45.
 - 1. Title IX Coordinator Duties Upon Receiving Any Report, Complaint, or Other Information of Sex Discrimination. Upon receiving any report, Complaint, or other information of conduct that reasonably may constitute sex discrimination/sex-based harassment, the Title IX Coordinator shall assess the information received for a determination as to whether the alleged conduct could constitute sex discrimination under Title IX. With all such reports or Complaints of sex discrimination, the District shall:
 - a. Treat the complainant and respondent equitably;
 - b. Offer and coordinate appropriate free and confidential supportive measures as described in 34 CFR 106.44(g) and generally in the Definitions Section II.D of this policy:
 - i. to the complainant; and

- ii. to the respondent in the event that either a Complaint has been made initiating the Grievance Procedure, or an informal resolution has been offered to the respondent.
- c. Coordination of supportive measures shall include the opportunity for the complainant, and if applicable, the respondent, to seek review and modification of such measures under 34 CFR 106.44(g)(4);
- d. Notify the complainant or, if the complainant is unknown, the individual who reported the conduct, of the District's Grievance Procedure and the informal resolution process if available and appropriate (see Section II.J);
- e. If a Complaint is made, notify the respondent of the District's Grievance Procedure, and the informal resolution process if available and appropriate (see Section II.J);
- f. In response to a Complaint, initiate the Grievance Procedure or the informal resolution process if available and appropriate (see Section II.J).
- 2. Title IX Coordinator's Duties When No Complaint Is Made or Is Withdrawn. If the Title IX Coordinator has received a report of sex discrimination but no Complaint is made or having been made any or all of the allegations are withdrawn, and there is no informal resolution process underway, then the Title IX Coordinator shall determine whether to initiate a Title IX Coordinator Complaint of sex discrimination. In making that determination, the Title IX Coordinator shall consider, at a minimum, the following factors, as enumerated in 34 CFR 106.44(f)(1)(v)(A):
 - a. The complainant's request not to proceed with initiation of a Complaint;
 - b. The complainant's reasonable safety concerns regarding initiation of a Complaint;
 - c. The risk that additional acts of sex discrimination would occur if a Complaint is not initiated;
 - d. The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
 - e. The age and relationship of the parties, including whether the respondent is an employee of the District;
 - f. The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
 - g. The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and
 - h. Whether the District could end the alleged sex discrimination and prevent its recurrence without initiating its Grievance Procedure under § 106.45.

If, after considering these and other relevant factors, the Title IX Coordinator determines that the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or that the conduct as alleged prevents the District from ensuring equal access on the basis of sex to its education program or activity, the Title IX Coordinator may initiate a Complaint.

Before initiating a Complaint, the Title IX Coordinator shall notify the complainant – if known – and/or the person who made the report and appropriately address reasonable concerns about the complainant's safety or the safety of others, including providing supportive measures to the complainant as appropriate.

If the Title IX Coordinator determines that no Complaint is appropriate or necessary after consideration of the above, the Title IX Coordinator may refer any non-confidential information to the appropriate administrator.

J. Informal Resolution.

At any time prior to reaching a determination whether sex discrimination occurred under the Grievance Procedure (whether or not a Complaint has been made) the District, through the Title IX Coordinator, may offer an optional informal resolution process (e.g., mediation, arbitration). See 34 CFR 106.44(f)(v).

- 0. When offering informal resolution, the District must Provide notice to the parties disclosing:
 - a. The allegations;
 - b. The requirements of the informal resolution process;
 - c. That at any time prior to agreeing to an informal final resolution, any party has the right to withdraw from the informal resolution process and resume or initiate the Grievance Procedure;
 - d. That the parties' agreement to a resolution at the conclusion of the informal resolution process would preclude the parties from initiating or resuming grievance procedures arising from the same allegations;
 - e. The potential terms that may be requested or offered in an informal resolution agreement, including notice that an informal resolution agreement is binding only on the parties; and
 - f. What information the District will maintain and whether and how the District could disclose such information for use if the Grievance Procedure is initiated or resumed.
- 2. Participation in the informal resolution process requires the voluntary written consent of both the complainant and the respondent.
- 3. The facilitator for the informal resolution process must not be the same person as the investigator or the decisionmaker in the District's grievance procedures, and may not have a conflict of interest or bias relative to either the complainant or respondent, and must have received the training

described in Section II.T.2. Any person designated by the District to facilitate an informal resolution process must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Any person facilitating informal resolution must receive training under § 106.8(d)(3).

- 4. Potential terms that may be included in an informal resolution agreement include but are not limited to:
 - a. Restrictions on contact; and
 - b. Restrictions on the respondent's participation in one or more of the District's programs or activities or attendance at specific events, including restrictions the District could have imposed as remedies or disciplinary sanctions had the District determined at the conclusion of the District's grievance procedures that sex discrimination occurred.

Notwithstanding that informal resolution occurs relative to a particular case, the Title IX Coordinator must take such other prompt and effect steps as are necessary and appropriate to ensure that sex discrimination does not continue or recur.

In no event may the District offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

- K. Permitted Emergency Removals Upon Complaint of Sex Discrimination. In consultation with the Title IX Coordinator, District administrators may remove a respondent from the District's education program or activity on an emergency basis at any time after receiving a report of sex discrimination including sexbased harassment, provided that the District undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of a complainant or any students, employees, or other persons arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision must not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504, or the Americans with Disabilities Act.
- L. Administrative Leave. Nothing in this policy precludes the Superintendent, with or without consulting the Title IX Coordinator, from placing an employee on administrative leave pursuant to RSA 189:31.
- M. Remedies to Restore Access to Education Program or Activity.

 The District may provide remedies, as appropriate, to a complainant or any other person the District identifies as having had their equal access to the District's education program or activity limited or denied by sex discrimination. These measures are provided to restore or preserve that person's access to the District's education program or activity. A wide variety of remedies affecting personal circumstances may be appropriate depending on the circumstance. Remedies may cause additional burdens upon respondents who have violated the prohibition on sex discrimination. Remedies may include recommended adjustments in District policies and practices.

N. Disciplinary Sanctions.

Administrators should consult with the Title IX Coordinator about potential disciplinary responses to the conduct that is alleged to be in violation of the prohibition on sex discrimination. The District is not permitted to impose disciplinary sanctions upon a respondent to a Complaint for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the District's Grievance Procedure that the respondent engaged in prohibited sex discrimination. However, appropriate supportive measures may be provided to both the Complainant and the Respondent during the Grievance Procedure. See "Supportive Measures" definition in Section II.D, and 34 CFR 106.44(g).

- O. Pregnancy and Related Conditions Response Required by Title IX Regulations. The Title IX Coordinator is directed to coordinate the District's actions required by Title IX regulations to promptly and effectively prevent sex discrimination and ensure equal access to the District's education program or activity once a student, or a person who has a legal right to act on behalf of the student, notifies the Title IX Coordinator of the student's pregnancy or related conditions.
- P. Provision for Students with a Disability.

If a complainant or respondent is a student with a disability, the Title IX Coordinator must consult with one or more members, as appropriate, of the student's Individualized Education Program (IEP) team, if any, or one or more members, as appropriate, of the group of persons responsible for the student's placement decision under Section 504, if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act and Section 504 throughout the District's implementation of Grievance Procedures and/or supportive measures.

O. Retaliation Prohibited.

The District prohibits intimidation, threats, coercion, or discrimination against any person by the District, a student, or an employee or other person authorized by the District to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a Complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations. When the District has information about conduct that reasonably may constitute retaliation under Title IX or this part, the District must respond promptly and effectively within its Title IX framework.

R. Confidentiality and Privacy.

- 1. Exceptions to Non-Disclosure The District must not disclose personally identifiable information obtained in the course of complying with Title IX, except in the following circumstances:
 - a. To the extent such disclosures are not otherwise in conflict with Title IX, when required by State or local law or when permitted under FERPA.



- b. As required by Federal law, Federal regulations, or the terms and conditions of a Federal award, including a grant award or other funding agreement; or
- c. To carry out the purposes of Title IX, including action taken to address conduct that reasonably may constitute sex discrimination under Title IX in the District's education program or activity;
- d. When the information is disclosed to a parent, guardian, or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue;
- e. When the District has obtained prior written consent from a person with the legal right to consent to the disclosure;
- 2. Privacy During Grievance Process The District will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. Examples of such steps might include statements of non-disclosure, identifying water-marks, redaction with separate witness codes, etc. However, such steps may not restrict the ability of the parties to: obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures.

S. Conflict of Interest.

No person designated as a Title IX Coordinator, investigator, decision-maker, nor any person designated by the District to facilitate an informal resolution process, may have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

T. Training Requirements.

The superintendent must ensure that the persons described below receive training related to their duties under Title IX promptly upon hiring or change of position that alters their duties under Title IX or this part, and annually thereafter. This training must not rely on sex stereotypes.

- 1. All employees must be trained on:
 - a. The District's grievance procedures.
 - b. All applicable notification and information requirements pertaining to pregnant students or students with pregnancy related conditions, as detailed in policy IHBCA, and
 - c. The scope of conduct that constitutes sex discrimination under Title IX, including sex-based harassment; and
 - d. The District's obligation to address sex discrimination in its education programs and activities;
- 2. In addition to the foregoing, any investigator, decisionmaker, facilitator of informal resolutions (if any are offered), and any person otherwise responsible for implementing the District's Grievance Procedures or who has the authority to modify or terminate supportive measures, must each receive the corresponding level of advanced training required by Title IX.

- 3. The Title IX Coordinator and any persons to whom Title IX Coordinator duties are delegated must receive the level of advanced training required by Title IX, and any other training necessary to coordinate the District's compliance with Title IX.
- 4. The District must make all materials it uses for required Title IX training available upon request for inspection by members of the public. Such materials must be retained as required under Section II.U, below.
- 5. Other than the Title IX Coordinator, who must be a District employee, the District may engage outside parties who have received qualifying training elsewhere for a role under Title IX.
- U. Records and Record Keeping.

The District, through the Superintendent and Title IX Coordinator, must maintain for a period of at least seven years:

- 1. For each Complaint of sex discrimination, including sex-based harassment, records documenting the informal resolution process under Section II.J, or the Grievance Procedures and the resulting outcome under Section III.
- 2. For each notification or other report the Title IX Coordinator receives about conduct that reasonably may constitute sex discrimination under Title IX, including, for instance, notifications by employees (under Section II.H, above), any records documenting the actions the District took to meet its obligations to respond promptly and effectively as provided in Section II.I, above.
- 3. All materials used to provide training under Section II.T. A District must make these training materials available upon request for inspection by members of the public.

III. GRIEVANCE PROCEDURE FOR COMPLAINTS OF SEX DISCRIMINATION INCLUDING SEX-BASED HARASSMENT

This Grievance Procedure is initiated by the making of a Complaint of sex discrimination of any form, including a Complaint of sex-based harassment. As defined in Section II.D a "Complaint" under this policy is an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged discrimination. However, whether the Grievance Procedure is initiated also depends on the status of the person bringing the request to the attention of the District.

A. Form of and Making a Complaint.

All Complaints shall be made with the Title IX Coordinator (unless the Title IX Coordinator is the alleged respondent, in which event the Complaint shall be made to the Superintendent). The Complaint should include, to the extent available at the time, all of the information available to allow the parties to respond to the allegations of the conduct alleged to constitute sex discrimination, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s). A Complaint may be made orally or in writing, but the Title IX Coordinator will encourage persons making a Complaint to do so in writing. If



the person making the Complaint declines, is unable, or requires assistance to make the Complaint in writing, the Title IX Coordinator will be responsible for preparing or assisting in preparing the written Complaint.

- B. Persons Eligible to Make a Complaint.
 - 1. Complaints of Sex-Based Harassment. A person is entitled to make a Complaint of sex-based harassment (a sub-category of sex discrimination) only if they:
 - a. Themselves are alleged to have been subjected to the sex-based harassment.
 - b. Have a legal right to act on behalf of the person(s) alleged to have been subjected to the sex-based harassment (i.e., parent, guardian or other authorized legal representative).
 - c. Additionally, as described under Section II.I.2, above, the Title IX Coordinator is permitted or required to make a Complaint of sexbased harassment.
 - 2. Complaints of Sex Discrimination Other Than Sex-Based Harassment. A person is entitled to make a Complaint of sex discrimination in the programs or activities of the District other than a Complaint of sex-based harassment if they are:
 - a. A student or employee of the District;
 - b. Any person other than a student or employee who was participating or attempting to participate in an education program or activity of the District at the time of the alleged sex discrimination;
 - c. A parent, guardian, or other authorized legal of a person authorized to make a Complaint; or
 - d. The Title IX Coordinator if permitted or required to make a Complaint under Section II.I.2, above.
- C. Complaints Concerning District Policy or Practice.

Not all Complaints of sex discrimination involve active participation by complainants and respondents, including those alleging that the District's own policies and procedures discriminate based on sex. When a sex discrimination Complaint alleges that the District's own policy or practice discriminates on the basis of sex, the District is not considered a "respondent" for procedural purposes. However, the District must fully implement and follow those parts of the Grievance Procedure that apply to such Complaints and complainants, including when responding to a Complaint alleging that the District's policy or practice discriminates on the basis of sex.

For a Complaint alleging that an individual engaged in sex discrimination based on actions the individual took in accordance with the District's policy or practice, the District must treat the individual as a respondent and comply with the requirements in this Grievance Procedure that apply to respondents. This is because such Complaints may involve factual questions regarding whether the

ACAC Required by law

individual was, in fact, following the District's policy or practice, what actions the individual took, and whether the individual could be subject to disciplinary sanctions depending on these facts. To the extent an individual was following the District's policy or practice, the District has flexibility to determine whether the original Complaint must be amended to be a Complaint against the District itself or whether this determination can be made based on the original Complaint against the individual.

D. Timeframes.

The District has established the following timeframes for the Grievance Procedure. Timelines are not jurisdictional, but merely establish expectations for being "prompt" in resolving Title IX matters in most cases. As used in this procedure, a "day" has the meaning provided in the Definitions found in Section II.D, above.

- 1. Evaluation of the Complaint (i.e., the decision whether to dismiss or investigate a Complaint): 3 days
- 2. Notices and Investigation: 15 days
- 3. Evidence organization, summarization by investigator: 5 days
- 4. Evidence review and responses by parties: 5 days
- 5. Decisionmaker evidence evaluation and determination: 10 days
- 6. Appeal of dismissal: 10 days to file;
- 7. 15 days to conduct the appeal of dismissal;
- 8. Appeal of determination (merits): same as Level II and Level III of the grievance process under Policy ACAA or as stated in Board policy JICD if the sanction recommended is a long-term suspension or expulsion.

The District allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. The Title IX Coordinator may grant these extensions on the Title IX Coordinator's own initiative or upon a qualifying request or need presented by a party, investigator, decisionmaker, District administration, witness, DCYF, or law enforcement agency. The circumstances warranting a qualifying extension will be noted in the District's Title IX records of the complainant's case.

- E. District's Response to Complaints of Sex Discrimination.

 Whether or not the information alleging sex discrimination first came to the attention of the District by way of a Complaint, once the Grievance Procedure is initiated with the filing of a Complaint, the District will continue to perform and adhere to the provisions described in Section II of this policy, including, without limitation, those described in Section II.I. In addition, the District will adhere to the following provisions.
 - 1. Title IX Coordinator, Investigator, and Decisionmaker Functions. The District requires that the Title IX Coordinator, the person assigned to investigate a Complaint, and any decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The Title IX Coordinator may also serve as the investigator and as a



decisionmaker. See also Section II.S, above relative to impermissible conflicts of interest.

The Title IX Coordinator shall coordinate with the Superintendent with respect to assignment of persons to fulfill the District's obligations, both general and case specific, relative to this Policy (e.g., investigator, decisionmakers, etc.); this may involve the retention of third-party personnel or additional expenditure of resources.

- 2. Additional Notice After a Complaint is Made. Once a Complaint is made, and the Grievance Procedure initiated, the District, through the Title IX Coordinator will further notify the parties of the following:

 If, in the course of an investigation, the District decides to investigate additional allegations of sex discrimination by the respondent toward the complainant that were not included in the notice provided or that are included in a Complaint that is consolidated, the District will notify the parties of the additional allegations.
 - a. That the parties are entitled to an equal opportunity to access either an accurate description of the relevant and not otherwise impermissible evidence, or the evidence itself. If the District provides a description of the evidence, the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party.
 - b. That retaliation is prohibited; and
 - c. Sufficient information to the extent available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s);
- 3. Complaint Consolidation. The District may consolidate Complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances. When more than one complainant or more than one respondent is involved, references below to a party, complainant, or respondent include the plural, as applicable.
- 4. Investigation of Complaints. The District will provide for adequate, reliable, and impartial investigation of Complaints. The burden is on the District—not the parties—to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred.
- 5. Consideration of and Access to Evidence. The District presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of the Grievance Procedure.
 - a. The District will objectively evaluate all evidence that is relevant and not otherwise impermissible including both inculpatory and exculpatory evidence.

- b. Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
- c. The District will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible.
- d. The District will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance.
- e. The District will provide each party with an equal opportunity to access the evidence that is relevant to the allegations of sex discrimination and not otherwise impermissible, in the following manner:
 - i. The District will provide an equal opportunity to access either the relevant and not otherwise impermissible evidence, or an accurate description of this evidence. If the District provides a description of the evidence: the District will provide the parties with an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party;
 - ii. The District will provide a reasonable opportunity to respond to the evidence or the description of the evidence; and
 - iii. The District will take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the Grievance Procedure. Disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the Complaint of sex discrimination are authorized.
- 6. Evidentiary Exclusions. The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be accessed or considered, except by the District to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:
 - a. Evidence that is protected under a privilege recognized by Federal or State law, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
 - b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the District obtains that party's or witness's voluntary, written consent for use in its Grievance Procedure; and
 - c. Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the

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respondent committed the alleged conduct or evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex discrimination. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex discrimination or preclude determination that sex discrimination occurred.

- 7. Duty of Staff, Volunteers, and Third Party Representatives to Participate. Any employee or any other person authorized by the District to provide aid, benefit, or service under the District's education program or activity, including volunteers and representatives of third parties, must, upon request by the Title IX Coordinator, an investigator, or a decisionmaker, participate as a witness in, or otherwise assist with, an investigation or proceeding under this Policy, including the Grievance Procedure. This requirement would not apply to an employee, etc. who is/was personally subjected to the alleged discriminatory conduct as long as no other person within the District's program or activity (including any student) is/was adversely affected by that conduct.
- 8. Questioning Parties and Witnesses. The grievance decisionmaker, who may also be the investigator, will question parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination. Where the investigator has interviewed a party or witness and the investigator is also serving as the grievance decisionmaker, credibility evaluation is inherent in the process of conducting the interview. In situations where credibility determinations are required from a grievance decisionmaker who did not interview a party or witness, the Title IX Coordinator will facilitate an opportunity for the decisionmaker to conduct an interview as part of the grievance decisionmaker's process of engaging with the evidence resulting from the investigation.
- 9. Determination Whether Sex Discrimination Occurred. Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the grievance decisionmaker will:
 - a. Use the preponderance of the evidence standard of proof to determine whether sex discrimination occurred.
 - i. If the decisionmaker is not persuaded by the evidence that sex discrimination occurred, whatever the quantity of the evidence is, the decisionmaker will not determine that sex discrimination occurred.
 - ii. The standard of proof requires the decisionmaker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness.
 - b. Notify the parties in writing of the determination whether sex discrimination occurred under Title IX, including the rationale for such determination, and the procedures and permissible bases for

- the complainant and respondent to appeal as provided in Section III.E.13, below.
- c. Identify recommended discipline for the respondent for sex discrimination prohibited by Title IX under the District's code of conduct.
- d. Promptly transmit the grievance record and the determination to the Title IX Coordinator if the Title IX Coordinator did not serve as the decisionmaker

10. Dismissal of a Complaint.

- a. The Title IX Coordinator or decisionmaker may dismiss a Complaint of sex discrimination if:
 - i. The respondent is unable to be identified even after the District has taken reasonable steps to do so;
 - ii. The respondent is not participating in the District's education program or activity and is not employed by the District;
 - iii. The complainant voluntarily withdraws any or all of the allegations in the Complaint, the Title IX Coordinator declines to initiate a Complaint, and the District determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the Complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
 - iv. The Title IX Coordinator or the decisionmaker determines the conduct alleged in the Complaint, even if proven, would not constitute sex discrimination under Title IX.
- b. Before dismissing the Complaint, the District through the Title IX Coordinator will make reasonable efforts to clarify the allegations with the complainant.
- c. Upon dismissal, the Title IX Coordinator will promptly notify the complainant of the basis for the dismissal, and that the complainant may appeal the dismissal, and the grounds upon which the dismissal may be appealed. If the dismissal occurs after the respondent has been notified of the allegations, then the respondent will also be notified of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing.
- d. When a Complaint is dismissed, the District will, at a minimum:
 - i. Offer supportive measures to the complainant as appropriate;
 - ii. If the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and
 - iii. Take other prompt and effective steps, as appropriate, through the Title IX Coordinator to ensure that sex discrimination does not occur, continue, or recur within the District's education program or activity.

- e. Dismissal on these grounds does not prevent the application of any other District policy that applies to the alleged conduct or referral of the alleged conduct to appropriate administrators.
- 11. Disciplinary Sanctions for Sex Discrimination. The Title IX Coordinator will provide the appropriate administrator with the findings and determinations arising from the grievance procedures for purposes of implementing disciplinary sanctions upon a respondent for violating the prohibition on sex discrimination.
- 12. Remedies and Sanctions for Sex Discrimination Other than Sex-Based Harassment. If the Decisionmaker makes a determination that sex discrimination occurred, the Title IX Coordinator will, as appropriate:
 - a. Coordinate the provision and implementation of remedies (as described in Section II.M, above) to a complainant and other people the District identifies as having had equality in access to the District's education program or activity limited or denied by sex discrimination;
 - b. Coordinate the imposition of any disciplinary sanctions on a respondent, including:
 - i. Notification of the complainant of any such disciplinary sanctions; and
 - ii. Taking other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the District's education program or activity.
 - iii. Compliance with the Grievance Procedure before the imposition of any disciplinary sanctions against a respondent; and
 - iv. Not disciplining a party, witness, or others participating in the Grievance Procedure for making a false statement or for engaging in consensual sexual conduct based solely on the determination that sex discrimination occurred.
 - If the respondent is a student, disciplinary sanctions and/or interventions may be found in the District's Student Code of Conduct, student handbook or other comprehensive list of conduct and discipline standards. See also Board policy JIC.

If the respondent is an employee, the employee is subject to discipline up to and including dismissal, in accordance with applicable Board policies, employee handbook and any applicable collective bargaining agreement.

The Title IX Coordinator will provide the appropriate administrator with the findings and determinations arising from the grievance procedures for purposes of implementing disciplinary sanctions upon a respondent for violating the prohibition on sex discrimination.

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13. Appeals.

- a. Appeal of Determination Whether Sex Discrimination Occurred (Merits Appeals) An appeal as to whether sex discrimination occurred, i.e. a "merits appeal" (as opposed to an appeal of a dismissal, discussed below), must be filed as provided in Section III.D.8, above, and in accordance with the procedures specified in policy ACA. All persons serving as decisionmaker in appeals arising from the Title IX grievance process are subject to applicable training requirements located in Section II.T. Appropriate supportive measures managed by the Title IX Coordinator will continue during all appeals.
 - i. Student Respondents Generally. For student respondents generally, a determination of whether sex discrimination occurred will be appealable by either the complainant or the respondent, or both, using the procedures for Level II and Level III grievances under policy ACAA. If the determination that sex discrimination occurred is affirmed, reversed, or modified on appeal, the appeal decision will be promptly reported to the Title IX Coordinator to modify the District's response actions as and if appropriate.
 - ii. Student Respondents Facing Long Term Suspension or Expulsion. Whether or not a student respondent who has been determined by the Grievance Procedure to have violated the prohibition against sex discrimination avails themselves of the Level II or Level III appeals under Board policy ACA, if the student respondent found to have violated the prohibition against sex discrimination is facing a long term suspension or expulsion for that violation, they will also be entitled to a hearing before the School Board pursuant to RSA 193:13 and the procedures found in Rule 317.04 (Ed 317.04) of the New Hampshire Department of Education administrative rules. As to such hearing:
 - 1. The predicate issue of whether the student-appellant violated the prohibition on sex discrimination may be raised before the Board as an issue in the appeal or hearing on a disciplinary sanction under Board policy JICD.
 - 2. In addition to such evidence as may be introduced as provided under Ed The evidentiary record of Title IX grievance and the testimony of any witness, including the Title IX Coordinator and any investigator or decisionmaker in the matter, may be taken into evidence and argument to support the determination that the student-appellant violated the

- prohibition on sex discrimination, and for any other relevant purpose in the appeal or hearing.
- 3. The Board may adjust, vacate, or deny a disciplinary sanction directed toward a respondent under the [Student Code of Conduct, student handbookor other comprehensive list of conduct and discipline standards] without disturbing the determination that sex discrimination occurred in the District's program or activity. Such a decision by the Board may also be grounds for the Title IX Coordinator to adjust remedies provided to the Complainant.
- 4. If the Board finds that the respondent did not personally violate the prohibition on sex discrimination, the remedies ordered by the decisionmaker that are specifically dependent upon the determination that the respondent violated the District's prohibition on sex discrimination will be vacated or modified accordingly by the Title IX Coordinator.
- iii. Employee Respondents. For employee respondents, a determination that sex discrimination occurred will be appealable by either the complainant or the respondent, or both, using the procedures for Level II and Level III grievances under Policy ACA. If the determination that sex discrimination occurred is affirmed, reversed, or modified on appeal, the grievance returns to the Title IX Coordinator to modify the District's response actions as and if appropriate. However, when a final determination is made that an employee violated the prohibition on sex discrimination under Title IX, the concluded grievance record and determination will be sent to the Superintendent or a designee for purposes of determining disciplinary action specifically directed at that employee.
- b. Appeal of Dismissal of a Complaint
 - ii. If a Complaint is dismissed, the Title IX Coordinator will notify the complainant that the dismissal may be appealed and provide opportunity for an appeal. As noted in Section III.D.6, above, an appeal must be filed within 10 days of the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, the Title IX Coordinator will also notify the respondent that the dismissal may be appealed. Dismissals may be appealed only on the following bases:
 - 1. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for

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- or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.
- 2. New evidence that would change the outcome and that was not reasonably available when the dismissal was made; and
- 3. Procedural irregularity that would change the outcome;
- ii. If the dismissal is appealed, the District will:
 - 1. Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent;
 - 2. Implement appeal procedures equally for the parties;
 - 3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the Complaint;
 - 4. Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations;
 - 5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging the outcome; and
 - 6. Notify the parties of the result of the appeal and the rationale for the result.
- F. Relationship of Title IX Grievance Procedures to Other Discrimination or Harassment Procedures.

To the extent the underlying facts and legal questions in a Complaint handled under the Title IX Grievance Procedure overlap with and pertain to compliance by the District with another law or regulation concerning discrimination under policy AC, the evidence and findings of the Title IX Grievance Process may be used for both purposes, in the discretion of the Title IX Coordinator and, if not the same person, the District's Human Rights/Nondiscrimination Officer/Coordinator use position described in District's AC.

Legal References:

20 U.S.C. 1681, et seq Title IX of the Education Amendments of 1972

34 CFR. Part 99, Family Educational Rights and Privacy Act Regulations

34 CFR 106.8, Designation of responsible employee and adoption of grievance procedures.

34 CFR 106.30, Definitions

34 CFR 106.44, Recipient's response to sexual harassment

34 CFR 106.45, Grievance process for formal complaints of sexual harassment

34 CFR 106.71, Retaliation

RSA 193:38, Discrimination in Public Schools

NH Dept of Ed. Rules Ed 303.01 (i), School Board Substantive Duties

Ed 303.01(j), Substantive Duties of School Boards; Sexual Harassment Policy

Policy Adoption & Revision History:

Replaces GBAA Sexual Harassment - Staff and JBAA Sexual Harassment - Students

Policy Committee Review: 08/19/2020

First Reading & Conditional Board Approval: 08/31/2020

Policy Committee Review: 10/20/20, 3/30/21

Second Reading: 04/05/21 Final Approval: 04/19/21

PROCEDURAL SAFEGUARDS NONDISCRIMINATION ON THE BASIS OF HANDICAP/DISABILITY

The school district will ensure that all parents/guardians of students with a handicap or disability are provided all necessary procedural safeguards as are required by law. Such procedural safeguards are found in pertinent federal and state laws and regulations. In addition, all staff, students, parents and other interested persons are directed to the New Hampshire Department of Education Procedural Safeguards Handbook (relative to the Individuals with Disabilities Act), or to the Model Process for 504 Plan Development (Section 504 of the Rehabilitation Act of 1973). For reporting or making a complaint of discrimination or harassment relative to a disability or perceived disability, see Board Policy ACAA).

More specific information regarding the District's programs and procedures relative to programs to students with disabilities is found in Board Policy IHBA and procedure document (Appendix IHBA-R).

Legal References:

34 C.F.R. Part 104, Nondiscrimination on the Basis of Handicap Section 504 of The Rehabilitation Act of 1973 NH Department of Education Administrative Rules, Ed 1120, Procedural Safeguards 20 U.S.C. § 1400-1417, Individuals with Disabilities Education Act (IDEA) 29 U.S.C. 794, Rehabilitation Act of 1973 (Section 504) 42 U.S.C. 12101, et seq., Title II of The Americans with Disabilities Act of 1990

Policy Adoption & Revision History:

First Reading - 9/8/98

Adopted by School Board - 10/5/98 Policy Committee Review: 8/15/16 Board Approval of Revision: 8/29/16 Policy Committee Review: 10/18/16 Board Approval of Revision: 11/7/16 Policy Committee Review: 3/30/21 Board Approval of Revision: 4/05/21



NURSING MOTHERS ACCOMMODATIONS ACCOMMODATION OF LACTATION NEEDS

A. Statement of Purpose.

The District provides a supportive environment as to time and place for students and employees (collectively "nursing mothers"). Subject to the terms and exceptions set forth in this policy, the District will accommodate the needs of nursing mothers by providing reasonable times and suitable spaces for nursing mothers to nurse during school and work hours after the birth of a child. Nursing for purposes of this policy will include expression of milk by manual or mechanical means.

No nursing mother will be discriminated against for nursing or nursing related activities as provided in this policy, and reasonable efforts will be made to assist nursing mothers in meeting their infant feeding goals while at work or school.

B. Accommodation Notice of Plans.

A nursing or expectant mother should contact the building Administrator or employee's supervisor at least two weeks before the need for nursing accommodations arises. The District will endeavor to meet the break and space needs of each nursing mother. However, when ordinary accommodations (as discussed below) will create undue hardship to the operations of the school/workplace, the District will work with the nursing mother to determine whether other acceptable accommodations may be made. Such other accommodations could include such items as a change in work/class assignments, or schedules. When acceptable accommodations are unattainable, the school nurse, building principal, or other administrator working with the nursing mother should consult with the District's Superintendent or designee.

A nursing accommodation plan should be revisited upon the nursing mother's request, or at least every three months, with adjustments made to the accommodations for breaks as nursing needs change.

C. Reasonable Time to Express Milk During the School Day.

Absent undue hardship or other accommodations as established under Section B above, a nursing mother will have a minimum of three opportunities ("nursing period") during a work or school day, at agreed upon intervals (which should include flexibility as appropriate and practicable) for the purpose of nursing or to address other needs relating to nursing. An employee or student can use usual break and meal periods if she chooses.

A nursing mother who is an hourly employee will be paid during nursing periods. Nursing mothers shall not be required to "make up" time relating to the use of unpaid nursing periods.

D. Suitable Private Areas for Nursing.

Nursing mothers will be provided with a private place, other than a bathroom, in each school district building in which a nursing mother spends her working or school day. The nursing area:

1. May be temporary or permanent;

- 2. Shall be shielded from view and free from intrusion by other persons, including, without limitation, other staff or students;
- 3. Shall be within a reasonable walk to the nursing mother's work station or classroom unless otherwise agreed by the nursing mother;
- 4. Have at a minimum an electrical outlet and chair, if feasible;
- 5. Have a sink with running water, if feasible, or be in proximity to one;
- 6. Have a refrigerator for breast milk storage, if feasible, or be in proximity to one; and
- 7. Shall be cleaned regularly by District staff assigned to that duty.

E. Nursing Mother Responsibilities.

Nursing Mothers will:

- Provide at least two weeks advance notice of the need for nursing accommodations, preferably prior to their return to school following the birth of the child. This will allow school administrators the opportunity to establish a location and work out scheduling issues.
- 2. Maintain the nursing area by wiping down surfaces, including any shared breast pumps, with antibacterial wipes so the area is clean for the next user.
- 3. Provide their own supplies as necessary.

F. Prohibited Conduct.

Any intentional act which violates a nursing mother's privacy, aims to frustrate a nursing mother's intentions to use the nursing facilities, or constitutes harassment on account of a nursing mother's needs or breastfeeding status is prohibited and shall be treated as a violation of the applicable code of conduct, with possible disciplinary consequences and may constitute sexual harassment and reported to the Title IX Coordinator.

G. Dissemination of Policy.

This policy shall be printed or summarized in applicable employee and student handbooks. For employees, if the handbook is not provided at the time of hire, then the District will provide a copy of this policy at the time of hire.

Legal References:

20 U.S.C. 1681, et. Seq. Title IX of the Education Amendments of 1972 42 U.S.C. 2000gg Pregnant Worker Fairness Act ("PWFA") 42 U.S.C. 218d Pump for Nursing Mothers Act ("PUMP Act") RSA 275:78-83 Policies Relating to Nursing Mothers

Policy Adoption & Revision History:

Policy Committee: 10/24/23 First Reading: 11/6/23 Second Reading: 11/27/23 Board Approval: 12/4/23

ACCOMMODATION OF PREGNANCY AND RELATED MEDICAL CONDITIONS: PERSONNEL

A. Policy Purpose.

This policy is intended to help District employees receive the accommodations related to pregnancy and related conditions to which they are entitled under Board policies AC and ACAC, Title IX of the Education Amendments of 1972 (Title IX), the Pregnant Workers Fairness Act (PWFA) regarding pregnant employees and employees with pregnancy related conditions, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act (ADA).

B. Definitions.

- 1. Pregnancy. Under the PWFA, "pregnancy" and "childbirth" refer to the pregnancy or childbirth of the specific employee in question and include, but are not limited to, current pregnancy; past pregnancy; potential or intended pregnancy (which can include infertility, fertility treatment, and the use of contraception); labor; and childbirth (including vaginal and cesarean delivery).
- 2. Related Medical Conditions. "Related medical conditions" are medical conditions relating to the pregnancy or childbirth of the specific employee in question. This includes prenatal/antenatal, and postpartum medical conditions, as well as lactation and related conditions. See Policy ACN for lactation accommodations.
- 3. Reasonable Accommodations. A "reasonable accommodation" for purposes of this policy and the PWFA is an accommodation that "seems reasonable on its face, i.e., ordinarily or in the run of cases, is "feasible," or "plausible." Reasonable accommodations with respect to pregnancy or related conditions may include such items as:
 - a. frequent breaks to attend to health needs associated with pregnancy or related conditions, including eating, drinking, using the restroom, or expressing breast milk in an appropriate lactation space (as described in Policy ACN);
 - b. schedule changes or intermittent absences to attend medical appointments;
 - c. changes in physical space or supplies (for example, access to a larger desk or a footrest);
 - d. leave;
 - e. avoiding exposure to certain chemicals;
 - f. telework;
 - g. access to reserved parking;
 - h. elevator access; or
 - i. other changes to policies, practices, or procedures.

C. Interactive Process and Reasonable Accommodation.

Any employee who is pregnant or who has a related medical condition (the "Employee") is encouraged to communicate a need for reasonable accommodation to the District by notifying [the Principal, Human Resources, or the Employee's supervisor]. Once the District is so notified, the District will engage in an interactive process with the Employee in order to make reasonable accommodation for the Employee's known limitations. The District shall implement such reasonable accommodation without unnecessary delay. If appropriate, the District may implement an interim reasonable accommodation while determining how best to make a reasonable accommodation.

The District shall not require the Employee to accept any accommodation or to take leave, nor will the District deny employment opportunities to the Employee or take any adverse action against the Employee because of the Employee's need for, request of, or use of reasonable accommodation(s).

The District shall not retaliate against, coerce into, dissuade from, or otherwise act against any person for seeking reasonable accommodation or assisting another in seeking reasonable accommodation as described in this policy.

If the Employee refuses a reasonable accommodation offered by the District and, as a result, is unable to perform the essential functions of the job, and there are no alternative reasonable accommodations, the District may have satisfied its obligation to make reasonable accommodation.

D. Supporting Documentation.

The District will only seek reasonable documentation supporting the Employee's need for accommodation due to pregnancy or a related medical condition when such documentation is necessary to determine reasonable accommodation and/or the expected duration of the need.

The District will not seek supporting documentation when the need is obvious or already known. For example, a need for more frequent restroom breaks for a pregnant employee is obvious and, once the Employee has notified the District of the Employee's pregnancy, the District would not require documentation supporting the ongoing need for more frequent restroom breaks.

E. Reports or Complaints.

Reports or complaints of violations of this policy should be made according to the Grievance Procedure found in policy ACAC.

GBAM

HILLSBORO-DEERING SCHOOL DISTRICT POLICY

Legal References:

89 FR 29182 Pregnant Workers Fairness Act (PWFA) Pregnant Worker Fairness Act (PWFA) 42 U.S.C. 2000gg

Policy Adoption & Revision History: Adopted by School Board -

NOTE TO LOCAL BOARDS: WE HAVE DEVELOPED THIS POLICY TO COMPLY WITH NEW REQUIREMENTS IN THE TITLE IX REGULATIONS (EFFECTIVE AUGUST 1, 2024) REGARDING PREGNANT STUDENTS. ANY PROPOSED CHANGES TO THIS POLICY SHOULD BE DISCUSSED WITH LEGAL COUNSEL TO ENSURE THAT THEY MEET THE APPLICABLE LEGAL REQUIREMENTS.

IF A SCHOOL DISTRICT HAS A COMBINED AFFIRMATIVE ACTION
OFFICER/TITLE IX COORDINATOR POSITION, THE REFERENCES IN THIS POLICY
SHOULD BE CHANGED ACCORDINGLY.

ACCOMODATION OF PREGNANCY AND RELATED MEDICAL CONDITIONS: STUDENTS

The Board has adopted this policy to comply with its obligations not to discriminate in its education programs and activities against students based on a student's current, potential, or past pregnancy or related conditions. The Title IX Coordinator is responsible for implementing this procedure, in consultation with the Superintendent, Human Rights Officer, and others as appropriate.

For the purposes of this policy, pregnancy or related conditions include:

- Pregnancy, childbirth, termination of pregnancy, or lactation;
- Medical conditions related to pregnancy, childbirth, termination of pregnancy, or lactation;
 or
- Recovery from pregnancy, childbirth, termination of pregnancy, lactation, or related medical conditions.

A. Notifications

When a student or their parent/guardian informs any school district employee of a student's pregnancy or related condition(s), the employee must promptly provide the student or the parent/legal guardian with the Title IX Coordinator's contact information so that the Title IX Coordinator can take any necessary actions to ensure the student's equal access to the school district's education programs and activities. The employee should also notify the Title IX Coordinator of the pregnancy or related condition(s), unless the employee reasonably believes that the Title IX Coordinator has already been notified.

Once the Title IX Coordinator is informed of a student pregnancy, they shall inform the student (or the parent/legal guardian if they informed the Title IX Coordinator), of the school district's obligations (outlined below) and provide a copy of Board Policy AC.

B. Reasonable Modifications

- 1. Reasonable modifications to the school district's policies, procedures, and practices shall be made to prevent sex discrimination and ensure equal access to education programs and activities, based on the student's individualized needs. The Title IX Coordinator will consult with the student regarding any such modifications. Modifications that fundamentally alter the nature of an education program or activity are not considered "reasonable" under Title IX regulations.
- The student has the discretion to accept or decline each reasonable modification offered. If a student accepts a modification, the Title IX Coordinator will see that it is implemented.
- 3. Reasonable modifications may include, but are not limited to:
 - a. Breaks during class to express breast milk, breastfeed, or attend to health needs associated with pregnancy or related conditions (such as eating, drinking, or using the restroom);
 - b. Intermittent absences to attend medical appointments;
 - c. Access to online or homebound education;
 - d. Change in schedule or course sequence;
 - e. Extensions of time for coursework and rescheduling of tests and examinations;
 - f. Allowing a student to sit or stand, or carry or keep water nearby;
 - g. Counseling;
 - h. Changes in physical space or supplies (such as access to a larger desk or a footrest);
 - i. Elevator access; and/or
 - i. Other reasonable changes in policies, procedures, or practices.

C. Voluntary Access to Separate and Comparable Portions of Education Programs or Activities

1. If the school district offers a separate and comparable portion of an education program or activity, the student must voluntarily agree to participate in such program or activity.

D. Voluntary Leave of Absence

- 1. The school district shall allow a student to voluntarily be absent from school to cover, at a minimum, the period of time deemed medically necessary by the student's licensed health care provider.
- 2. When the student returns to the school district's education programs and activities, they shall be reinstated to the academic status, and to the extent practical, any extracurricular status, that they held prior to the voluntary leave.

E. Lactation Space

1. The student shall be able to access a lactation space, other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used by the student for expressing breast milk or breastfeeding as needed.

F. Limits on Requiring Documentation

- The Title IX Coordinator shall not require supporting documentation from the student, except to the extent it is necessary and reasonable to determine the reasonable modifications to make or to determine whether additional specific actions are needed.
- 2. Examples of situations where requiring supporting documentation is not necessary and reasonable include, but are not limited to, when the student's need for a specific action under this procedure is obvious, such as when a pregnant student needs a larger uniform or desk, needs break time, etc. Supporting documentation is also not necessary and reasonable if a specific action is available to other students who are not pregnant or have related conditions.
- 3. The Title IX Coordinator shall not require a student who is pregnant or has related conditions to provide certification from a healthcare provider or any other person that the student is physically able to participate in a class, program, or extracurricular activity unless:
 - a. The certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
 - b. The school district requires such certification of all participating students; and
 - c. The information obtained is not used as a basis for discrimination against the student.

Legal References: Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§

1681-1688; 34 C.F.R. § 106.40.

RSA 193:38. RSA 354-A:27-28.

Cross Reference: AC – Nondiscrimination/Equal Opportunity and Affirmative Action

ACAA - Harassment of Students

ACAA-R2 - Student Sex Discrimination/Harassment Complaint

Procedure

Policy Adoption & Revision History:

SUICIDE PREVENTION AND RESPONSE PLAN

The School Board is committed to protecting the health, safety and welfare of its students and school community. This policy supports federal, state and local efforts to provide education on youth suicide awareness and prevention; to establish methods of prevention, intervention, and response to suicide or suicide attempt ("postvention"); and to promote access to suicide awareness, prevention and postvention resources.

- A. District Suicide Prevention Plan and Biennial Review. No later than July 1, 2020, the Superintendent shall develop and provide to the Board for approval, a coordinated written District Suicide Prevention Plan (the "Plan") to include guidelines, protocols and procedures with the objectives of prevention, risk assessment, intervention and response to youth suicides and suicide attempts. The District shall maintain a coordinated written District Suicide Prevention Plan (the "Plan") to include guidelines, protocols and procedures with the objectives of prevention, risk assessment, intervention and response to youth suicides and suicide attempts.
 - 1. Specific Requirements for Plan Terms: The District Suicide Prevention Plan shall include terms relating to:
 - a) Suicide prevention (risk factors, warning signs, protective factors, referrals);
 - b) Response to in-or-out-of-school student suicides or suicide attempts (postvention, suicide contagion);
 - Student education regarding safe and healthy choices, coping strategies, recognition
 of risk factors and warning signs of mental disorders and suicide; and help seeking
 strategies;
 - d) Training of staff, designated volunteers, and contracted personnel on the issues of youth suicide risk factors, warning signs, protective factors, response procedures, referrals, post-intervention and resources available within the school and community;
 - e) Confidentiality considerations;
 - f) Designation of any personnel, in addition to the District Suicide Prevention Coordinator and Building Suicide Prevention Liaisons, to act as points of contact when students are believed to be at an elevated risk of suicide;
 - g) Information regarding state and community resources for referral, crisis intervention, and other related information;
 - h) Dissemination of the Plan or information about the Plan to students, parents, faculty, staff, and school volunteers;
 - i) Promotion of cooperative efforts between the District and its schools and community suicide prevention program personnel;

- j) Such include such other provisions deemed appropriate to meet the objectives of this Policy (e.g., student handbook language, reporting processes, "postvention" strategies, memorial parameters, etc.).
- 2. <u>Biennial Review</u>: No less than once every two years, the Superintendent, in consultation with the District Suicide Prevention Coordinator and Building Suicide Prevention Liaisons with input and evidence from community health or suicide prevention organizations, and District health and guidance personnel, shall update the District Suicide Prevention Plan, and present the same to the Board for review. Such Plan updates shall be submitted to the Board in time for appropriate budget consideration.

B. Suicide Prevention Coordinator and Liaisons.

- 1. <u>District Suicide Prevention Coordinator</u>. The Superintendent shall appoint a District Suicide Prevention Coordinator, who, under the direction of the Superintendent shall be responsible for:
 - a) developing and maintaining cooperative relationships with and coordination efforts between the District and community suicide prevention programs and personnel;
 - annual updating of (i) State and community crisis or intervention referral intervention information, and (ii) names and contact information of Building Suicide Prevention Liaisons, for inclusion in student handbooks and on the District's website;
 - c) developing or assisting individual teachers with the development of age appropriate student educational programming, such that all students receive information in the importance of safe and healthy choices and coping strategies, recognizing risk factors and warning signs of mental disorders and suicide in oneself and others, and providing help-seeking strategies for oneself or others, including how to engage school resources and refer friends for help;
 - d) developing or assisting in the development of the annual staff training required under section C of this policy;
 - e) Such other duties as referenced in this Policy or as assigned by the Superintendent.
- 2. <u>Building Suicide Prevention Liaison</u>. The Building Suicide Prevention Liaison, or, in his/her absence, the building Principal, shall be designated as the Building Suicide Prevention Liaison, and shall serve as the in building point-of-contact person when a student is believed to be at an elevated risk for suicide. Employees who have reason to believe a student is at risk of suicide, or is exhibiting risk factors for suicide, shall report that information to the Building Liaison, who shall, immediately or as soon as possible, establish and implement a response plan with the District Suicide Prevention Coordinator.

JLDBB

Required by law

- C. <u>Annual Staff Training</u>. The Superintendent shall assure that beginning with the 2020-21 school year, all school building faculty and staff, designated volunteers, and any other personnel who have regular contact with students, including contracted personnel or third-party employees, receive at least two hours of training in suicide awareness and prevention. Such training may include such matters as youth suicide risk factors, warning signs, protective factors, intervention, response procedures, referrals, and postvention and local resources.
- D. <u>Dissemination</u>. Student handbooks and the District's website will be updated each year with the contact information for the Building Suicide Prevention Liaisons, State and community crisis or intervention referral intervention resources. The District Suicide Prevention Plan will be made available on the District's, and each school's respective websites.
- E. <u>Dissemination</u>. The 988 Suicide and Crisis Lifeline shall be labeled on student identification cards for grades 6-12 and read: "Suicide and Crisis Lifeline: Call 988." Prior to the start of each school year, the Superintendent shall certify that the contact information for the 988 Suicide and Crisis Lifeline is accurate and up to date. Beginning August 13, 2024, RSA 193-K:1 requires that all new or replacement student identification cards for grades 6-12 shall also include the telephone number for the National Alliance for Eating Disorders 866-662-1235.

Legal References:

RSA 193-J Suicide Prevention Education

RSA 193-J:2-1 Suicide Prevention: Public School Identification Cards

Other Resources:

- The New Hampshire Department of Education's Bureau of Student Wellness, Office of Social and Emotional Wellness (OSEW), provides resources and technical assistance to school districts to work collaboratively with their community to respond to the needs of students through a multi-tiered system of support for behavioral health and wellness. For further information see: www.nhstudentwellness.org
- o American Foundation for Suicide Prevention (AFSP) https://www.afsp.org
- Suicide Prevention Resource Center http://www.sprc.org
- The National Suicide Prevention Lifeline https://www.suicidepreventionlifeline.org
- o The Trevor Project https://www.thetrevorproject.org

Policy Adoption & Revision History:

Replaces JLDBA Suicide Intervention in Schools

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