

**CANDIA SCHOOL BOARD MEETING**  
**Thursday, February 8, 2024 5:00 p.m.**  
**Henry W. Moore School Media Center**  
**AGENDA**

- I. CALL TO ORDER** – Matt Woodrow, Board Chair
- II. PLEDGE OF ALLEGIANCE** –
- III. PROOF OF POSTING** – Superintendent Bill Rearick
- IV. MINUTES**
  - A. Approval of Board Meeting Minutes of January 4, 2024\*
- V. OPPORTUNITY FOR PUBLIC TO ADDRESS THE BOARD**
- VI. SUPERINTENDENT’S REPORT\***
- VII. REPORTS**
  - A. Reports of Principal\*
  - B. Reports of Standing Committees
- VIII. OLD BUSINESS**
- IX. NEW BUSINESS**
  - A. Ratification of Poll Vote
  - B. Field Trip Request\*
  - C. CESP
  - D. Special Education Bus Contract (7/1/23 – 6/30/26)\*
  - E. Superintendent’s Evaluation-Discussion
- X. FINANCIAL**
  - A. Expenditure Report\*
  - B. Manifest Approvals
- XI. POLICIES**
  - A. First Reading\* Policies JKAA, JKAA-R Use of Child Restraint/Seclusion and Procedures, DFGA Crowdfunding, IKL Academic Honesty and Integrity, KCD Public Gifts/Donations, GBAA Sexual Harassment-Staff, AC Non-Discrimination, KED Grievance Procedure and IJOA / IJOA-R Field Trips and Form
- XII. PERSONNEL (if necessary)**
- XIII. OPPORTUNITY FOR PUBLIC TO ADDRESS THE BOARD**
- XIV. NON-PUBLIC SESSION RSA 91-A 3 Sections II (L)**
- XV. INFORMATIONAL/UPCOMING AGENDA ITEMS**
  - Enrollments\*
  - Upcoming: Instructional Update
- XVI. ADJOURNMENT**

The next regularly scheduled Candia School Board Meetings will be held on Thursday, March 7, 2024 at 6:00 p.m. at the Henry W. Moore School Media Center.

The SAU Board will meet on February 21, 2024 at 6:30 p.m. at the Moore School in Candia.

*\*Materials enclosed for Board review prior to meeting*

Please note: In addition to the items listed on the agenda, the Board may consider other matters not on the posted agenda and they may enter a non-public session or convene in non-meeting session in accordance with RSA 91-A if the need arises

**CANDIA SCHOOL BOARD MEETING  
THURSDAY, JANUARY 4, 2024  
HENRY W. MOORE SCHOOL MEDIA CENTER**

**These minutes have not been approved.**

Board Chair, Matt Woodrow opened the meeting at 6:00 p.m. Those in attendance were Board members Dana Buckley, Stephanie Helmig, Mark Chalbeck, and Kristina Ickes (6:11 p.m.). Also in attendance was Principal Becky Wing, Assistant Principal Dorothy Franchini, Director of Student Services Stacey Eaton, and Superintendent William (Bill) Rearick.

**PLEDGE OF ALLEGIANCE**

Resident Dan Roma led the attendees in the Pledge of Allegiance.

**PROOF OF POSTING**

Bill Rearick provided proof of posting.

**MINUTES**

Motion by Matt Woodrow, seconded by Dana Buckley, to approve the December 4, 2023 meeting minutes, and the motion carried unanimously.

**SCHOOL DISTRICT MODERATOR AND CLERK**

Clark Thyng and Jennifer Maurice, School District Moderator and Clerk, respectively, were in attendance to review the warrant articles and to see which Board member would speak to each at the Deliberative Session. Mr. Thyng explained the process by which a member of the public may execute amending a warrant article.

**OPPORTUNITY FOR PUBLIC TO ADDRESS THE BOARD**

No participation.

**SUPERINTENDENT'S UPDATES**

Bill Rearick summarized his report.

**REPORTS**

**Principal's Report**

Becky Wing's report was in the packet for review.

**OLD BUSINESS**

**Review of the 24/25 Budget and Warrant Articles**

Matt Woodrow will motion and Stephanie Helmig will second each article.

**Direct Streaming of Meetings**

Dan Roma, Hooksett's Director the Technology, gave a short presentation on the cost to direct stream School Board meetings. No action was taken, but the Board may consider this item again when looking at year-end fund balance.

**NEW BUSINESS**

**Pinkerton Academy Rating**

Considerable discussion ensued relative to low graduation and math proficiency rates at Pinkerton Academy. Matt Woodrow said he reached out to Pinkerton Trustees, Mark Laliberte and Sandra Trube, to attend tonight's meeting to hear the Board's concerns. Neither was in attendance. Dana Buckley stated his hope to increase the number of students allowed to attend high school's other than Pinkerton, and the Board spoke briefly about considering entering into MOU's with other local high schools. Matt Woodrow will reach out to other sending districts' Board Chair's to see if their districts have similar concerns.

**Heating System Update**

Bill Rearick stated that the boiler sensors have been installed and there hasn't been any problems since they were replaced.

### **Draft School Calendars**

2024/2025 draft calendars were in the packet for review. Motion by Matt Woodrow, seconded by Dana Buckley, to approve the 2024/2025 school year calendar as presented, and the motion carried unanimously.

### **FINANCIAL**

#### **Expenditure Report**

The expenditure report was reviewed. When asked his comfort level with the expenditure report balance of approximately \$500,000, Cory Izbicki stated he was confident in that number.

#### **Manifest Approval**

Motion by Matt Woodrow, seconded by Mark Chalbeck, to approve the manifest in the amount of \$621,726.22, and the motion carried unanimously.

### **POLICIES**

Policies ACN Nursing Mothers Accommodations, GBCD Background Investigation, GCCBC FMLA, BEDG Meeting Minutes, and EBCC School Threats were in the packet for a second reading/adoption.

Motion by Dana Buckley, seconded by Stephanie Helmig, to approve the second reading/adoption of the policies as presented, and the motion carried unanimously.

### **OPPORTUNITY FOR PUBLIC TO ADDRESS THE BOARD**

No participation.

Mark Chalbeck asked if there would be enough work for a full-time social worker at the Moore School, to which Becky Wing said there would be.

The SAU Board will discuss this position at their February meeting.

Matt Woodrow reminded the Board that the February Board Meeting will be on the 8<sup>th</sup> and will be at 5:00 p.m., followed by the Deliberative Session at 6:00 p.m.

Dana Buckley asked for a Wellness Committee schedule. Dorothy Franchini said the next meeting is on January 11, 2024 and that they will be starting an optional Fresh Fruit and Vegetable Program at the Moore School.

### **ADJOURNMENT**

Motion by Kristina Ickes, seconded by Matt Woodrow, to adjourn the meeting at 7:10 p.m., and the motion carried unanimously.

The next regularly scheduled Candia School Board Meeting will be on **February 8, 2024 at 5:00 p.m.** at the Henry W. Moore School Media Center.

Respectfully submitted,

Rebecca McCarthy  
Recording Secretary

## **New Hampshire School Administrative Unit #15**

**VI.**

90 Farmer Road

Hooksett, New Hampshire 03106-2125

Telephone (603) 622-3731 Fax (603) 669-4352

**William J. Rearick**

*Superintendent of Schools*

**Meghan Largy**

*Director of Curriculum, Instruction and Assessment*

**Cory Izbicki**

*Business Administrator*

### **Candia School Board Report**

**February 8, 2024**

#### **Coe-Brown Academy**

Last month, I spoke with Mr. David Smith who is the Headmaster at Coe-Brown Academy regarding the feasibility of having Candia students attend Coe-Brown at some point in the future. I explained how our current contract with Pinkerton allows for 5% of high school students to attend another public high school which, based on next year's expected high school enrollment, would be seven students. Headmaster Smith conveyed that he would be open to further discussions on the matter.

#### **School Visits**

I was able to visit the Henry Moore School on January 9<sup>th</sup> and 26<sup>th</sup>. Becky and I visited classrooms in the 4<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> grades. During my first visit, I observed fourth grade students working on solving word problems in Math class. Students in a 7<sup>th</sup> grade Social Studies class were participating in a current events lesson. The teacher and the students were discussing how Congress was working on a plan to fund the federal government's budget. In ELA, students were working on developing responses for an argumentative essay which they had been assigned to write. Students in Science were practicing the SAS Assessment Practice Modules.

On my second visit, Becky and I were able to visit a number of classrooms in first and third grades. The first grade students were working on solving Math problems in small groups. In the third grade classrooms, one group of students was engaged in a Math lesson working on solving math problems. In the two other third grade classrooms, the teachers were reviewing the rules of the Spelling Bee with their students which they were going to participate in later that day.

#### **Pinkerton Academy Update**

The Pinkerton Board of Trustees held their Winter Meeting for the sending school districts on January 25<sup>th</sup>. Unfortunately, I was out sick that day and was unable to attend. I have attached a summary of what was discussed at the meeting which was provided to me by Dr. Powers.

### **K- 8 Henry W. Moore School of Excellence Presentation**

On February 1<sup>st</sup> I was able to attend a presentation which was put on by Becky, Dorothy, Stacey, Pam Jarvis, Juliette Tourville and Brad Harmon, which was held at the Department of Education offices. The presentation consisted of brief descriptions on how the school addressed and held at the Department of Education offices. The presentation focused on 5 areas:

1. Curriculum and Instructional Practices and how they are rigorous, engaging, and relevant for students.
2. How school engages community members, ensuring they all have a role in building the school's climate and culture.
3. The school's mission, vision, and goals are clearly articulated to students.
4. How the school effectively uses data and information to support personalization.
5. Creating a school culture that empowers, students, staff, teachers, administration and community members.

Becky also provided a PowerPoint presentation containing pictures of students and staff, along with student and staff interviews which addressed the five focus areas: Everyone did an outstanding job with the presentation. The students, parents, and residents of Candia are very fortunate to have such a knowledgeable, dedicated and hardworking group of educators and administrators working on ensuring that every student is provided a safe and nurturing learning environment which allows each student to reach their potential.

Becky and her team did an outstanding job with the presentation and they answered the questions in very professional and informative manner. The students, parents, and residents of Candia are very fortunate to have such a knowledgeable, dedicated and hardworking group of educators and administrators.

## IX.B.

### Field Trip Request

Freedom Trail Boston

Grade 5

9:00 – 1:30

22 Students / 4 Chaperones

5/9/24

\$14.00

**AGREEMENT FOR THE TRANSPORTATION OF PUPILS**

This **AGREEMENT FOR THE TRANSPORTATION OF PUPILS**, hereinafter referred to as the "AGREEMENT", is made and entered into this 1<sup>st</sup> day of July, 2023, by and between the **SAU #15 CANDIA SCHOOL DISTRICT**, with a principal office located, 90 Farmer Road, Hooksett, NH 03106-2125, hereinafter referred to as "District", and **DURHAM SCHOOL SERVICES, L.P.**, a Delaware limited partnership, with its principal office located at 2601 Navistar Drive, Lisle, Illinois 60532, hereinafter referred to as "Contractor." Customer and Contractor are sometimes referred to herein individually as "Party" and collectively as the "Parties".

1. Scope of Services.

- a. Contractor shall provide pupil transportation services to District which includes, but are not limited to, transporting students; providing equipment, storage and maintenance thereof; providing employees to perform such services; and administrative, supervisory and operational services required thereby ("Work") at the rates set forth on Schedule A.
- b. The District is scheduled to operate schools for one hundred eighty (180) days per year. The District reserves the right to cancel or delay school days based on inclement weather or other emergencies. Should the District extend the days of operation beyond one hundred eighty (180) days, Contractor shall be required to perform the additional transportation services, and will receive additional compensation based on the daily rate of service. Should the school year be less than one hundred eighty (180) school days, Contractor's compensation shall be reduced based on the daily rate of service.
- c. Contractor agrees to transport students for any and all extended school year services as required for each individual student, including to/from tutorials, both in and out-of-district, which may extend beyond the standard one hundred eighty (180) day school year. The allowance for these transportation needs will be negotiated between the District and Contractor in June of each contract year.
- d. Contractor shall maintain a maintenance and dispatch terminal sufficient to service the needs of the buses and drivers. While the terminal is not required to be located within the Candia NH town limits, Contractor must be able to demonstrate that the location of the terminal will not jeopardize the timely delivery of services, or the ability for Contractor to respond quickly to emergencies requiring the immediate dispatch of buses to a school(s). The maintenance facility shall comply with all EPA, local, state and federal laws and regulations. Prior to signing this Agreement, Contractor shall provide the District with either evidence of ownership of a transportation terminal or a signed lease for a transportation terminal that meets the requirements of this provision.
- e. If District cancels any Work due to inclement weather (such as, but not limited to, snow, ice, flood, extreme cold/extreme heat), for health or safety reasons, or other emergency situations (including but not limited to pandemics, plagues, political unrest, executive / governmental orders etc.), such that the minimum operating days fall below 175, District agrees to pay a sum equal to fifty percent (50%) of the daily charges for each operating day cancelled. If the Contractor fails to provide an agreed bus route, the District may deduct the pro rated per diem cost of that route from payment otherwise due to the Contractor.
- f. If the average daily number of routes, mid-day runs, shuttles or after school runs is changed by fifteen percent (15%) or more from the original Scope of Work based on the number of routes served or the number of buses utilized, Contractor, upon written notice to Customer, may request an adjustment to rates and the parties agree to meet to negotiate in good faith any rate adjustments to cover increases or decreases in the cost structure associated with such changes to the district's requirement for services.

2. Contract Sum.

- a. On or about the first business day of each month Contractor shall submit invoices in the form and number required by Customer for all services performed under this Agreement. The rates are set forth in Schedule A attached.



- b. If Customer, acting in good faith, disputes the accuracy of all or part of any invoice, Customer must notify Contractor of such dispute within thirty (30) days of the receipt of the invoice, including the specific line item subject to dispute and the reasons for the dispute. Notwithstanding such dispute, Customer shall pay all undisputed amounts in accordance with this Section 2.
  - c. In the event undisputed sums due and payable are not received within thirty (30) calendar days, a late charge of 1.0% per month of the outstanding balance will be assessed upon the account.
  - d. In the event such undisputed sums are not received within sixty (60) days, service may be discontinued until such time as Contractor has received all sums that are not in dispute, and the District shall hold Contractor harmless for any damages resulting from the discontinued service due to the District's failure to pay.
  - e. Payments for additional trips and added days shall be submitted by Contractor on a monthly basis and paid by the District within thirty (30) calendar days of receipt. Adjustments (and subsequent billings) based on an increase or decrease of services will be made by June 30 of the school year.
3. Change in Law. Notwithstanding any contrary statements in this Agreement or in any documents incorporated herein by reference in the event there are material changes in the requirements of the District (such as major enrollment changes or additions of special needs or physically handicapped children, which require added transportation equipment), or material changes to any Federal, State, local or government body's statutes, laws, orders, rules, guidelines or regulation, and the impact of such changes materially impacts the methods and/or costs of the Contractor in connection with providing the Bus Service hereunder during the term of the Agreement, Contractor, upon written notice to District, may request a renegotiation of the Agreement which shall be conducted in good faith. Such renegotiations may include, without limitation, changes in rates, term, payment schedules, levels of service, and the types or number of vehicles to be used. Any modification to the Agreement resulting from such renegotiations shall become effective on a mutually agreed upon date.
4. Term. The term of this Agreement shall be for a period of three (3) years beginning July 1, 2023 through June 30, 2026. This Agreement shall be renewable for two (2) additional terms of one (1) year, at the option and mutual written agreement of both parties, taking into consideration Contractor's performance under this Agreement and cost negotiations, and subject to applicable statutes and regulations.
5. Contract Documents. The contract documents shall consist of:
  - "Request for Proposals - School Bus Transportation Services"
  - All documents submitted by Contractor in satisfying the request for proposals
  - This signed Agreement
  - Schedule A
  - School Board Policies:
    - ECAF Audio and Video Surveillance on School Buses
    - EEA Student Transportation Services
    - EEAE School Bus Safety Program
    - EEAEA Mandatory Drug and Alcohol Testing
    - JICK Pupil Safety and Violence Prevention
6. Permits and Licenses. Contractor, its employees, and its agents shall secure and maintain at Contractor's sole expense valid permits, licenses, and certifications as required by law to perform services required by this Agreement.
7. Insurance.
  - a. Contractor shall carry Commercial General Liability, Commercial General Auto Liability coverage, Worker's Compensation, any and all such insurance with a company or companies satisfactory to the District, which will protect Contractor, the District, and the District's officers, agents, employees and volunteers, from any and all claims and demands, actions and causes of actions, damages, costs, loss of service, expenses and compensation, including but not limited to any and all claims for personal injury

and/or death and property damage which may in any way arise from or out of the operations of Contractor itself, anyone directly or indirectly employed by Contractor or any other person or company retained in any way by Contractor to carry on all or a portion of the operations necessary to abide by the terms of this agreement.

- b. Contractor further agrees that the Candia School District and SAU 15, and their respective officers, agents, employees, and volunteers shall be listed as additional insureds in any and all insurance policies required by this Agreement. The District is entitled to written notice thirty (30) days prior to cancellation of any such policy.
- c. Certificates of any and all required insurance and policy endorsements shall be filed with the District prior to the effective date of this Agreement, and prior to the opening day of each school year covered by this Agreement. The insurance shall be in the minimum amount of five million dollars (\$5,000,000) for combined general and auto liability insurance on account of any one accident involving any bus or driver with no exclusion for sex abuse or molestation.
- d. Contractor shall maintain workers compensation for all employees performing services under this Agreement in the amounts required by law.

Indemnification Agreement. Contractor hereby agrees to indemnify and hold harmless the District and SAU 15 and all of their respective boards, officers, employees, and agents (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Contractor and the District. This indemnification obligation survives the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

8. Safety Program.

- a. Contractor shall provide formal safety instruction on a regular basis for all personnel assigned to perform services under this Agreement.
- b. Contractor shall conduct bus evacuations for all students twice per school year. The drills will be scheduled by Contractor and be conducted at times that will not conflict with regular bus route operations. Contractor will provide all drivers with specific training in bus evacuation procedures.
- c. Contractor agrees to seek information for emergency situations from parents to accompany each student on the vehicle to assure proper medical attention in the case of an emergency, on forms supplied by Contractor. The District agrees to cooperate in obtaining this information.

9. Independent Contractor. While engaged in carrying out and complying with the terms and conditions of this Agreement, Contractor is an independent contractor, and neither Contractor, its employees or agents shall be considered to be an officer, agent, or employee of District. Contractor alone shall be responsible for the acts, omissions, conduct, and/or control of any and all personnel in its employ.

10. Assignments. Contractor may not assign or transfer any of its rights, burdens, duties, or obligations under this Agreement without the written consent of the District. Contractor may assign or transfer any of its rights, burdens, duties, or obligations under this Agreement to its parent company, affiliates, subsidiaries, or related legal entities. Contractor will advise District of such assignment or transfer.

11. Subcontracting. Contractor will not subcontract any of its rights, burdens, duties, or obligations under this Agreement without the written consent of District.
12. Routing and Scheduling.
  - a. Prior to the start of any service under this Agreement, District and Contractor shall cooperatively establish standard route(s) and time(s) of program initiation and termination which will remain standard during the term of the Agreement, subject to addition or deletion of riders.
  - b. If, at any time during the term of this Agreement, it is determined by mutual consent that service may be improved by revisions to routing, scheduling, or bus assignment, District and Contractor shall plan and institute such changes jointly.
  - c. The District reserves the unilateral right to make changes in bus routes, scheduling, bus stops, drivers, and student pick-up points for all students transported. The District agrees to consult with Contractor on changing a route/pick-up and will document its decision in writing to Contractor.
  - d. All students which the District places out-of-district will be transported by Contractor in state approved vehicles on routes, which to the extent possible, also serve students from other districts. Contractor agrees to provide the District with reasonably priced daily out-of-district charges based on joint ridership of Contractor's vehicle with students from other districts.
  - e. Contractor and the District agree to negotiate in good faith cost additions or reductions for changes in pupil population or placements.
13. Contractor's Personnel.
  - a. Contractor shall employ a sufficient number of regular and substitute drivers to perform the services required by this Agreement after taking into account current driver absence rates.
  - b. Contractor shall be solely responsible for hiring, discharging, payment, and the conduct of its employees.
  - c. All bus drivers shall have a commercial driver's license with a school bus endorsement, as required by state and federal laws and regulations. All drivers must meet all appropriate qualifying testing, including drug and alcohol testing. Contractor shall be solely responsible for the costs of all driver licenses and testing.
  - d. All bus drivers shall meet minimum age requirements consistent with state and federal laws and regulations but must be 21 years of age or older.
  - e. Contractor shall maintain drug screening protocols, and conduct criminal record checks on all drivers, monitors and/or other employees, and maintain employment records of these activities as required by state and federal laws and regulations and School Board Policy. Contractor must submit a criminal record request with fingerprints on a driver, monitor and/or other employee prior to the driver performing services for the District under this Agreement, but Contractor may employ an individual on a provisional basis until the results of the criminal record check are received from the State of New Hampshire.
  - f. Each driver must be approved annually by the District prior to the opening of school.
  - g. The District reserves the unilateral right to remove any driver, monitor, and/or other employee from providing further services under this Agreement, when it determines it is in the best interest of the District. The District agrees to consult with Contractor prior to prohibiting a driver from providing services under this Agreement and will document that decision to Contractor in writing. Any request to remove an employee from service under the agreement shall be in writing, with the reasons stated forth therein, and shall not be in violation of any federal, state or local law.
  - h. Bus drivers, monitors, and/or other employees may not use any tobacco products while on the bus or while on District property.

- i. Bus drivers are to submit certificates of physical examination or physical condition as required by RSA 200:37.
- j. Contractor shall be required to maintain the following information on each driver and to provide the information to the District upon request:
  - 1. Name of driver
  - 2. Residence address
  - 3. Telephone number
  - 4. Certificate of physical examination
  - 5. Record of previous driving experience
  - 6. Date and number of current commercial driver's license/school bus certificate
  - 7. Bus route and assignments
  - 8. Evidence of satisfactory references
  - 9. Proof of background check through appropriate law enforcement agencies as defined in RSA 189:13-a
- k. Contractor shall provide bus monitors to ride on school buses when the District deems it necessary. Monitors shall be employees of Contractor.
- l. All bus drivers and monitors will be of good health, reputable character, and exhibit an ability to work cooperatively with students and members of the public.
- m. All bus drivers and monitors will enforce reasonable rules of behavior as required by the District and Contractor. Operators shall report in writing to the District, on a form provided by the District, the names and offenses of students who fail to abide by the expected rules of behavior on the bus.
- n. No driver or monitor will allow children to leave the bus except at scheduled stops unless authorized by the District.
- o. Drivers are to remain on the bus at all times when children are on board except as relieved by an authorized adult.
- p. At each bus stop the driver shall make certain that all children are seated and the aisle is clear before moving the bus.
- q. The driver does not have the authority to refuse transportation to any eligible child, nor does a driver have the authority to remove a child from the bus.
- r. Contractor will provide training to all drivers and monitors employed under this Agreement in conformance with federal and state statutes and regulations at its sole expense without additional payment from the District. Training should include, but not be limited to, Bully Training and CPI Training. Contractor must maintain current, accurate records documenting the training of each driver and monitor. Training records will be available for inspection upon request by the District. Each driver and monitor will receive specialized training from Contractor on an annual basis in transporting and handling students with disabilities.
- s. The District's duly authorized representatives shall have the right to inspect any and all of the buses and their operations, by riding as passengers on buses or by other reasonable means.
- t. All bus drivers must be available on one (1) hour notice for early closing of one or more schools due to emergency/weather and one (1) day notice for early closing of school for other activities.
- u. If Contractor knows or should have known that a driver assigned by Contractor to perform services under this Agreement is charged and/or convicted of any traffic violation or other crime, Contractor shall notify

the Superintendent in writing within twenty-four (24) hours of the charge and/or conviction and specify the name of the driver, date of violation or crime, and nature of violation or crime.

14. Records Keeping and Accident Reports.

- a. Contractor shall provide the District access to any and all records related to the provision of services under this Agreement and kept in the ordinary course of business within thirty (30) days of District's written request for such records. District shall maintain the confidentiality of Contractor's records to the extent permitted by law.
- b. Contractor shall report any accident involving student transportation to the Superintendent of Schools or his/her designee as soon as possible but not later than twenty-four (24) hours from the time of the accident. Contractor shall submit a detailed written report to the Superintendent of Schools or his/her designee as soon thereafter as possible but not later than three (3) days after the date of such accident.

15. Equipment Requirements. All buses supplied under this Agreement shall be approved school buses, as defined by applicable statutory or administrative codes within the state in which District operates. All vehicles, including but not limited to bus chassis, motor, and bus body, shall be no older than 8 years past the manufacture date at the starting date of the contract and no older than 8 years past the manufacture date at each succeeding anniversary date.

- a. Regular preventive maintenance shall be practiced on all buses.
- b. Spare buses, either Customer or Contractor supplied, of appropriate sizes, and meeting all the above requirements, shall be located by Contractor at points close enough to Customer so they may be substituted for regularly assigned buses, if needed, without delay.
- c. It is specifically understood between the Parties that prices under this Agreement do not include modifications to vehicles that might at some point in the future be required by government agencies or Customer. If, during the term of this Agreement, equipment modifications, including seat belts, are mandated, Contractor and Customer shall negotiate in good faith price increases related to such modifications. Such renegotiations shall include, but shall not be limited to, the payment schedule, duration of this Agreement, levels of service, etc. Any modification to this Agreement resulting from such renegotiations shall become effective on a mutually agreed-upon date.
- d. Contractor shall provide a sufficient number of buses so that no student will spend more than one (1) hour in transit during the morning and one (1) hour during the afternoon.
- e. Contractor will make every attempt to minimize the amount of time which students will spend on each vehicle. However, when increasing student numbers to decrease per student expenses, it may be necessary to also increase time spent on the vehicles. Contractor and the District will meet to determine if and when additional or fewer vehicles will be needed at additional costs or reductions to address this potential problem.
- f. Contractor agrees to pay all taxes and fees incurred in the registration of the vehicles and to maintain the registration of the vehicles for the duration of the Agreement.
- g. Contractor will equip each vehicle with (a) school bus sign; (b) a set of reflective highway flares; (c) chocks; (d) an emergency medical kit; and (e) a fire extinguisher appropriate for the vehicle. Contractor agrees to equip vehicles with lifts, buckle restraints, car seats and other specially designed equipment as necessary to transport children with a range of disabling conditions.
- h. Contractor must inspect all buses daily. Daily inspection will include, but not be limited to, brakes, lights, tires, radiators, oil, gas, heaters, all equipment related to wheelchair accessibility, and all safety appliances and accessories. Contractor shall maintain records of such inspections and make the records available to the District upon request.

- i. Contractor shall maintain a regular schedule for servicing all vehicles which shall include, but not be limited to oil, grease, tires, battery, brakes, all equipment related to wheelchair accessibility, and all safety appliances and accessories. Contractor shall maintain records of maintenance activities, and make the records available to the District upon request. Contractor shall be solely responsible for all maintenance costs which shall be non-reimbursable expenses of Contractor.
  - j. Contractor shall provide at its sole expense all supplies required under the Agreement including gasoline, oil, automotive fluids, etc., as well as paper towels, tissues, and other necessities for the comfort, convenience and safety of the students. Contractor shall provide materials to meet individual safety and transportation needs of students as required by the District.
  - k. Snow tires or all-weather treads shall be required on all buses during the winter months (October-April). Chains may be provided at the discretion of Contractor. Contractor shall not use any retread tires on any bus at any time.
  - l. Contractor shall not transport students in excess of a bus's rated capacity, as set forth by state and federal laws and regulations.
  - m. When traveling on school grounds, buses shall follow the traffic patterns established by the District.
  - n. Contractor shall install a system of communication (non-CB two-way radio) with sufficient capacity for communication between each bus and Contractor's dispatch terminal to assist with efficient and safe operation of the vehicles. Contractor shall monitor radio transmission through a dispatch base during normal business hours.
  - o. No commercial merchandise shall be carried on any bus route.
  - p. At the discretion of the District, Contractor shall provide one or more 84-person buses on any particular day or night to transport pupils to and from field trips and co-curricular activities in other communities. The buses will wait at the site for the duration of the activity. The District will pay Contractor a separate amount for this transportation. The District is under no obligation to use the buses of Contractor for field trips or co-curricular trips. The District, at its sole discretion, may contract with other bus contractors.
  - q. Contractor shall provide spare buses of appropriate sizes which meet all requirements for regular buses. Contractor shall locate spare buses at points close enough to District so they may be substituted for regularly assigned buses, if needed, without delay.
  - r. Contractor shall ensure that all buses used for daily transportation of students under this Agreement bear "SAU #15 Candia School District" on both sides and shall use those buses solely for transporting assigned students during the entire year. Contractor shall not use these buses at any time for any other purpose.
16. Video cameras shall only be installed on Contractor's buses in accordance with state law and District policy. Contractor shall prominently display a sign in each vehicle informing occupants that audio and video recordings are occurring, as required by RSA 570-A:2, II(k) and District policies. Contractor shall comply with the requirements of the District's policy on the retention, ownership, and review of all recordings.
17. Fuel. Fuel shall be paid for and provided by Contractor. This Agreement does not include a fuel escalation provision.
18. Termination of Agreement.
- a. The Agreement may be terminated by the District for unsatisfactory performance. In such case, the District shall give written notice to Contractor of intention to terminate citing the unsatisfactory performance, giving Contractor thirty (30) school days to improve its performance to the satisfaction of the District. If the performance of Contractor does not improve to the satisfaction of the District, the District may upon the expiration of the thirty (30) days terminate this Agreement.

- b. The District shall have the right to declare Contractor in default if (a) Contractor becomes insolvent; (b) Contractor makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition of bankruptcy is filed by or against Contractor; or (d) Contractor is unable to provide evidence of required insurance coverage as set forth below.
  - c. In the event of termination, the District may employ another contractor to complete the terms of this Agreement. Contractor shall be responsible for any extra or additional expense or damages suffered by the District. Contractor shall also indemnify the District for any loss the District sustains arising out of Contractor's lack of performance of this Agreement.
  - d. If the Contractor fails to provide all required routes the District may employ another contractor to complete the agreed routes required by this Agreement and it may deduct the extra or additional expense or damages suffered by the District in covering the required routes not provided by the Contractor from any future payments to the Contractor.
19. Termination for Lack of Funding. In the event that sufficient funds are not appropriated for school transportation services in the next succeeding fiscal year, the District may terminate this Agreement by written notice within thirty (30) days of adoption of the District budget for the fiscal year in question, and the Agreement shall be terminated effective on the last day for which funds are appropriated without further financial obligation. In the event funding is restored, Contractor shall have the right of first refusal to resume providing services to District in accordance with the Agreement.
20. Termination for Convenience. The District shall have the right to terminate this Agreement upon ninety (90) days written notice, without further financial obligation, if conditions arise making the transportation of District pupils unnecessary.
21. Termination Remedies. Any termination of the Agreement by the District shall be without cost or penalty to the District. The District shall be liable to Contractor only for amounts due Contractor as of the date of termination as Contractor's sole remedy.
22. Notices. Notices to either party to this Agreement shall be in writing and shall be considered duly served and delivered if such notice is delivered by hand; mailed via the United States mail, certified, return receipt requested; or sent via overnight service. All such notices shall be addressed to:
- |             |   |
|-------------|---|
| DISTRICT:   | SAU #15 Candia School District<br>90 Farmer Road<br>Hooksett, NH 03106-2125   |
| CONTRACTOR: | Durham School Services, L.P.<br>Attn: Contract Management Specialist<br>2661 Navistar Drive<br>Lisle, Illinois 60532<br>Telephone: (630) 821-5400 |
23. Force Majeure. Contractor shall be excused from performance hereunder, and District shall not be allowed to levy any damages or penalties, liquidated or otherwise during the time and to the extent that Contractor is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, state of emergency, terrorism, strike, lockout, governmental/executive order, epidemic, pandemic or quarantine which is beyond the control of Contractor.
24. Strike. In the event of a strike or any reason causing the interruption of services or operations, the District has the right, after notification in writing to Contractor, to secure such other transportation as may be necessary and charge the excess cost of same to Contractor for each day of service not rendered. These deductions will be based upon one hundred eighty (180) operating days and may be deducted from any payments due to Contractor.

25. Compliance with Law. This Agreement is made subject to all laws of the State of New Hampshire. Any clause which does not conform to such laws shall be void, and such laws shall be operative in lieu of such clause. However, if any clause shall become void, that event shall not change the legal effect of any other clause of this Agreement. Contractor shall keep itself fully informed of and agrees to comply with pertinent federal, state, and municipal laws, ordinances, rules and regulations in any manner affecting the service in this Agreement.
26. Choice of Law. This Agreement shall be governed by the laws of the State of New Hampshire without regard to its conflict of laws principles.
27. Severability. In the event any provision of this Agreement is determined to be illegal or void, the remainder of this Agreement shall remain in full force and effect.
28. Amendments. Changes to this Agreement may only be made by written amendment mutually agreed to by the parties.
29. Attorney's Fees. If any legal action is brought by either of the parties hereto, it is expressly agreed that the party in whose favor final judgment shall be entered shall be entitled to recover from the other party reasonable attorney's fees in addition to any other relief that may be awarded.
30. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which counterparts collectively shall constitute one (1) instrument representing this Agreement between the parties. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
31. Liquidated Damages. The District and Contractor recognize the expense and difficulties in proving the actual loss suffered by the District if Contractor does not perform the services specified or comply with the conditions of the Agreement by, for example, providing timely buses or the required number of buses and/or drivers. Accordingly, while the District may seek recovery at law and in equity, the District, at its sole discretion, may instead of requiring such proof, require Contractor to pay the District \$250.00 for each violation of the contract. The liquidated damages shall be deducted from the District's next payment to Contractor. District must notify the General Manager (of the contractor location that performs the services) in writing (email to General Manager is acceptable) within ten (10) school days of an occurrence giving rise to a liquidated damage claim and must assess such liquidated damage claim within thirty (30) days of its occurrence. No liquidated damages shall be assessed during the first thirty (30) days of any Agreement school year.
32. Survival. The insurance and indemnification obligations shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date written above.

DURHAM SCHOOL SERVICES, L.P.

SAU #15 CANDIA SCHOOL DISTRICT

By: Durham Holding 11, L.L.C.,  
Its general partner

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Schedule A**  
**SAU 15 - Candia School District**  
**2023-24 Proposed Rates**

	<b>Base Hours</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>
In-District Base Rate	<b>6.00</b>	\$365.84	\$380.47	\$395.69
Out-Of-District Base Rate	<b>6.00</b>	\$390.84	\$406.47	\$422.73
Midday Base Rate	<b>1.50</b>	\$76.57	\$79.63	\$82.82
Excess Hourly Rate	-	\$41.86	\$43.53	\$45.27
Monitor Hourly Rate	-	\$25.65	\$26.68	\$27.75

\*All Base Rates are based on the amount of hours listed under "Base Hours". Any time in excess of the corresponding Base Hours will be charged the Excess Hourly Rate. Time will be calculated from the beginning vehicle parking location to the final vehicle parking location.

\*\*Rideshares routes with other districts (not part of SAU 15 – Candia School District) will receive a \$100 discount from the applicable In-District/Out-Of-District Base Rate.

CANDIA SCHOOL DISTRICT  
GENERAL FUND  
YTD EXPENDITURE REPORT AS OF FEBRUARY 1, 2024

**X.A.**

TITLE						BUDGET	ENCUMBRANCES		ENCUMBRANCES PLUS		
							OUTSTANDING	YEAR TO DATE EXP	YTD EXPENDITURES	AVAILABLE BALANCE	
21	1100	1	02	00	5110	REG ED SALARIES OF REGULAR EMPL	\$ 120,000.00	\$ -	\$ 120,000.00	\$ 120,000.00	\$ -
21	1100	1	02	00	5112	REG ED TEACHER SALARIES	\$ 1,372,433.60	\$ 644,107.83	\$ 736,662.94	\$ 1,380,770.77	\$ (8,337.17)
21	1100	1	02	00	5114	REG ED PARAPROFESSIONAL	\$ 17,710.77	\$ 11,877.33	\$ 7,092.35	\$ 18,969.68	\$ (1,258.91)
21	1100	1	02	00	5120	REG ED SUBSTITUTE SALARIES	\$ 25,000.00	\$ 26,616.47	\$ 69,514.40	\$ 96,130.87	\$ (71,130.87)
21	1100	1	02	00	5122	REG ED HEALTH INSURANCE BUYOUT	\$ 18,936.64	\$ 9,468.33	\$ 9,468.32	\$ 18,936.65	\$ (0.01)
21	1100	1	02	00	5211	REG ED HEALTH INSURANCE	\$ 443,136.54	\$ 140,811.77	\$ 262,957.97	\$ 403,769.74	\$ 39,366.80
21	1100	1	02	00	5212	REG ED DENTAL INSURANCE	\$ 20,973.11	\$ 6,660.02	\$ 9,300.31	\$ 15,960.33	\$ 5,012.78
21	1100	1	02	00	5213	REG ED LIFE INSURANCE	\$ 1,822.56	\$ 748.72	\$ 950.00	\$ 1,698.72	\$ 123.84
21	1100	1	02	00	5214	REG ED DISABILITY INSURANCE	\$ 4,096.13	\$ 1,739.60	\$ 2,081.08	\$ 3,820.68	\$ 275.45
21	1100	1	02	00	5220	REG ED FICA	\$ 115,620.02	\$ 52,940.74	\$ 69,692.59	\$ 122,633.33	\$ (7,013.31)
21	1100	1	02	00	5231	REG ED NHRS SUPPORT	\$ 2,396.27	\$ -	\$ 292.02	\$ 292.02	\$ 2,104.25
21	1100	1	02	00	5232	REG ED NHRS PROFESSIONAL	\$ 296,833.12	\$ 131,513.79	\$ 158,232.86	\$ 289,746.65	\$ 7,086.47
21	1100	1	02	00	5240	REG ED TUITION REIMBURSEMENT	\$ 25,000.00	\$ 120.00	\$ 2,145.00	\$ 2,265.00	\$ 22,735.00
21	1100	1	02	00	5241	REG ED WORKSHOP REIMB PROF	\$ 3,000.00	\$ -	\$ 260.00	\$ 260.00	\$ 2,740.00
21	1100	1	02	00	5250	REG ED UNEMPLOYMENT INSURANCE	\$ 618.67	\$ -	\$ -	\$ -	\$ 618.67
21	1100	1	02	00	5260	REG ED WORKER'S COMPENSATION	\$ 5,543.24	\$ -	\$ 5,543.24	\$ 5,543.24	\$ -
21	1100	1	02	00	5320	REG ED PROFESSIONAL EDUCATIONAL	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -
21	1100	1	02	00	5330	REG ED OTHER PROF SVCS	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00
21	1100	1	02	00	5430	REG ED REPAIRS & MAINT SERVICES	\$ 3,679.00	\$ 3,367.45	\$ 1,133.69	\$ 4,501.14	\$ (822.14)
21	1100	1	02	00	5431	REG ED REPAIRS EQUIPMENT	\$ 650.00	\$ -	\$ 130.00	\$ 130.00	\$ 520.00
21	1100	1	02	00	5442	REG ED RENTAL OF EQUIPMENT	\$ 7,740.00	\$ 5,730.70	\$ 2,088.53	\$ 7,819.23	\$ (79.23)
21	1100	1	02	00	5580	REG ED MILEAGE REIMBURSEMENT	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00
21	1100	1	02	00	5610	REG ED SUPPLIES	\$ 13,200.00	\$ 2,665.60	\$ 8,505.24	\$ 11,170.84	\$ 2,029.16
21	1100	1	02	00	5641	REG ED TEXTBOOKS	\$ 300.00	\$ 57.33	\$ -	\$ 57.33	\$ 242.67
21	1100	1	02	00	5737	REG ED REPLACEMENT FURNITURE & F	\$ 1,300.00	\$ -	\$ 710.88	\$ 710.88	\$ 589.12
21	1100	1	02	06	5641	FOREIGN LANGUAGE TEXTBOOKS	\$ 866.00	\$ -	\$ 39.34	\$ 39.34	\$ 826.66
21	1100	1	02	08	5610	ART SUPPLIES	\$ 2,475.00	\$ 718.83	\$ 1,590.81	\$ 2,309.64	\$ 165.36
21	1100	1	02	18	5610	HEALTH SUPPLIES	\$ 1,054.20	\$ 169.70	\$ 866.25	\$ 1,035.95	\$ 18.25
21	1100	1	02	23	5610	MATH SUPPLIES	\$ 822.42	\$ 63.70	\$ 556.32	\$ 620.02	\$ 202.40
21	1100	1	02	23	5643	MATH INFORMATION ACCESS FEES	\$ 9,375.00	\$ -	\$ 9,340.00	\$ 9,340.00	\$ 35.00
21	1100	1	02	23	5645	MATH PRACTICE BOOKS	\$ 3,210.00	\$ -	\$ 2,932.48	\$ 2,932.48	\$ 277.52
21	1100	1	02	24	5610	MUSIC SUPPLIES	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00
21	1100	1	02	24	5643	MUSIC INFORMATION ACCESS FEES	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00
21	1100	1	02	24	5731	MUSIC NEW EQUIPMENT	\$ 570.68	\$ -	\$ 246.50	\$ 246.50	\$ 324.18
21	1100	1	02	25	5610	PHYS ED SUPPLIES	\$ 1,415.99	\$ -	\$ 1,650.63	\$ 1,650.63	\$ (234.64)
21	1100	1	02	27	5610	READING SUPPLIES	\$ 159.34	\$ -	\$ 259.75	\$ 259.75	\$ (100.41)
21	1100	1	02	27	5643	READING INFORMATION ACCESS FEES	\$ 5,350.00	\$ -	\$ 2,169.40	\$ 2,169.40	\$ 3,180.60
21	1100	1	02	27	5645	READING PRACTICE BOOKS	\$ 966.00	\$ 966.53	\$ 2,435.40	\$ 3,401.93	\$ (2,435.93)
21	1100	1	02	29	5610	SCIENCE SUPPLIES	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00
21	1100	1	02	29	5641	SCIENCE TEXTBOOKS	\$ -	\$ -	\$ -	\$ -	\$ -
21	1100	1	02	29	5643	SCIENCE INFORMATION ACCESS FEES	\$ 1,940.60	\$ -	\$ 1,955.85	\$ 1,955.85	\$ (15.25)
21	1100	1	02	30	5610	SOCIAL STUDIES SUPPLIES	\$ -	\$ -	\$ -	\$ -	\$ -
1100 Total						REGULAR EDUCATION	\$ 2,531,844.90	\$ 1,040,844.44	\$ 1,490,804.15	\$ 2,531,648.59	\$ 196.31
21	1105	3	02	00	5561	REG ED HIGH SCHOOL TUITION OTHER LEA'S	\$ -	\$ -	\$ -	\$ -	\$ -
21	1105	3	02	00	5563	REG ED HIGH SCHOOL TUITION PUBLIC ACADEMIES	\$ 1,771,920.00	\$ 928,176.80	\$ 920,783.20	\$ 1,848,960.00	\$ (77,040.00)

CANDIA SCHOOL DISTRICT  
GENERAL FUND  
YTD EXPENDITURE REPORT AS OF FEBRUARY 1, 2024

				TITLE	BUDGET	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	ENCUMBRANCES PLUS YTD EXPENDITURES	AVAILABLE BALANCE
<b>1105 Total</b>				<b>REGULAR EDUCATION - HIGH SCHOOL</b>	<b>\$ 1,771,920.00</b>	<b>\$ 928,176.80</b>	<b>\$ 920,783.20</b>	<b>\$ 1,848,960.00</b>	<b>\$ (77,040.00)</b>
21	1200	1	02	00 5111 SPED ELEMENTARY ADMIN/OTHER SALARIES	\$ 94,860.00	\$ 36,842.32	\$ 58,947.68	\$ 95,790.00	\$ (930.00)
21	1200	1	02	00 5112 SPED ELEMENTARY TEACHER SALARIES	\$ 151,403.00	\$ 81,683.58	\$ 81,943.42	\$ 163,627.00	\$ (12,224.00)
21	1200	1	02	00 5114 SPED ELEMENTARY PARAPROFESSIONAL	\$ 114,536.56	\$ 40,791.66	\$ 42,010.28	\$ 82,801.94	\$ 31,734.62
21	1200	1	02	00 5115 SPED ELEMENTARY SECRETARIAL SALARIES	\$ 36,915.84	\$ 25,659.36	\$ 13,903.84	\$ 39,563.20	\$ (2,647.36)
21	1200	1	02	00 5117 SPED ELEMENTARY CO-CURRICULAR SALARIES	\$ -	\$ -	\$ -	\$ -	\$ -
21	1200	1	02	00 5122 SPED ELEMENTARY HEALTH INSURANCE BUYOUT	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00
21	1200	1	02	00 5211 SPED ELEMENTARY HEALTH INSURANCE	\$ 173,210.91	\$ 69,364.98	\$ 77,226.56	\$ 146,591.54	\$ 26,619.37
21	1200	1	02	00 5212 SPED ELEMENTARY DENTAL INSURANCE	\$ 3,148.96	\$ 1,707.46	\$ 1,505.32	\$ 3,212.78	\$ (63.82)
21	1200	1	02	00 5213 SPED ELEMENTARY LIFE INSURANCE	\$ 593.28	\$ 565.17	\$ 204.99	\$ 770.16	\$ (176.88)
21	1200	1	02	00 5214 SPED ELEMENTARY DISABILITY INSURANCE	\$ 707.77	\$ 445.22	\$ 286.42	\$ 731.64	\$ (23.87)
21	1200	1	02	00 5220 SPED ELEMENTARY FICA	\$ 27,658.54	\$ 14,165.88	\$ 13,826.01	\$ 27,991.89	\$ (333.35)
21	1200	1	02	00 5231 SPED ELEMENTARY NHRS SUPPORT	\$ 4,994.71	\$ 3,471.71	\$ 1,778.31	\$ 5,250.02	\$ (255.31)
21	1200	1	02	00 5232 SPED ELEMENTARY NHRS PROFESSIONAL	\$ 48,366.05	\$ 23,278.27	\$ 27,670.99	\$ 50,949.26	\$ (2,583.21)
21	1200	1	02	00 5240 SPED ELEMENTARY TUITION REIMBURSEMENT	\$ 6,270.00	\$ 940.50	\$ 5,329.50	\$ 6,270.00	\$ -
21	1200	1	02	00 5241 SPED ELEMENTARY WORKSHOP REIMB PROF	\$ 795.00	\$ -	\$ -	\$ -	\$ 795.00
21	1200	1	02	00 5244 SPED ELEMENTARY SECRETARIAL WORKSHOP	\$ -	\$ -	\$ -	\$ -	\$ -
21	1200	1	02	00 5250 SPED ELEMENTARY UNEMPLOYMENT INSURANCE	\$ 438.22	\$ -	\$ -	\$ -	\$ 438.22
21	1200	1	02	00 5260 SPED ELEMENTARY WORKER'S COMPENSATION	\$ 1,908.39	\$ -	\$ 1,908.39	\$ 1,908.39	\$ -
21	1200	1	02	00 5320 SPED ELEMENTARY PROFESSIONAL EDUCATIONAL	\$ -	\$ -	\$ -	\$ -	\$ -
21	1200	1	02	00 5330 SPED ELEMENTARY OTHER PROF SVCS	\$ 139,334.00	\$ 41,666.30	\$ 35,847.35	\$ 77,513.65	\$ 61,820.35
21	1200	1	02	00 5336 SPED ELEMENTARY MEDICAID SERVICE PROVIDER	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00
21	1200	1	02	00 5430 SPED ELEMENTARY REPAIRS & MAINT SERVICES	\$ 350.00	\$ 316.78	\$ 33.22	\$ 350.00	\$ -
21	1200	1	02	00 5442 SPED ELEMENTARY RENTAL OF EQUIPMENT	\$ 1,500.00	\$ 945.02	\$ 554.98	\$ 1,500.00	\$ -
21	1200	1	02	00 5531 SPED ELEMENTARY TELEPHONE	\$ 2,100.00	\$ 1,261.01	\$ 1,711.99	\$ 2,973.00	\$ (873.00)
21	1200	1	02	00 5564 SPED ELEMENTARY TUITION TO PRIVATE SCHOOL	\$ 2,700.00	\$ 1,596.00	\$ 1,428.00	\$ 3,024.00	\$ (324.00)
21	1200	1	02	00 5580 SPED ELEMENTARY MILEAGE REIMBURSEMENT	\$ 3,000.00	\$ -	\$ 1,028.69	\$ 1,028.69	\$ 1,971.31
21	1200	1	02	00 5610 SPED ELEMENTARY SUPPLIES	\$ 500.00	\$ -	\$ 2,489.94	\$ 2,489.94	\$ (1,989.94)
21	1200	1	02	00 5643 SPED ELEMENTARY INFORMATION ACCESS FEES	\$ 500.00	\$ 2,506.14	\$ -	\$ 2,506.14	\$ (2,006.14)
21	1200	1	02	00 5810 SPED ELEMENTARY DUES & FEES	\$ 1,075.00	\$ -	\$ 955.00	\$ 955.00	\$ 120.00
21	1200	2	02	00 5320 SPED MIDDLE PROFESSIONAL EDUCATIONAL	\$ 17,623.80	\$ 50,367.22	\$ 33,946.43	\$ 84,313.65	\$ (66,689.85)
21	1200	2	02	00 5330 SPED MIDDLE OTHER PROF SVCS	\$ -	\$ 2,480.00	\$ -	\$ 2,480.00	\$ (2,480.00)
21	1200	2	02	00 5561 SPED MIDDLE TUITION OTHER LEA'S	\$ -	\$ -	\$ -	\$ -	\$ -
21	1200	2	02	00 5564 SPED MIDDLE TUITION TO PRIVATE SCHOOL	\$ 167,962.41	\$ 30,619.80	\$ 30,619.80	\$ 61,239.60	\$ 106,722.81
21	1200	3	00	00 5320 SPED HIGH SCHOOL PROFESSIONAL EDUCATIONAL	\$ 127,495.00	\$ 100,203.02	\$ 108,232.18	\$ 208,435.20	\$ (80,940.20)
21	1200	3	00	00 5330 SPED HIGH SCHOOL OTHER PROF SVCS	\$ 58,968.00	\$ 27,027.00	\$ 6,552.00	\$ 33,579.00	\$ 25,389.00
21	1200	3	00	00 5561 SPED HIGH SCHOOL TUITION OTHER LEA'S	\$ -	\$ -	\$ -	\$ -	\$ -
21	1200	3	00	00 5563 SPED HIGH SCHOOL TUITION PUBLIC ACADEMIES	\$ 778,574.00	\$ 382,676.00	\$ 367,324.00	\$ 750,000.00	\$ 28,574.00
21	1200	3	00	00 5564 SPED HIGH SCHOOL TUITION TO PRIVATE SCHOOL	\$ 738,657.38	\$ 313,004.31	\$ 289,060.49	\$ 602,064.80	\$ 136,592.58
<b>1200 Total</b>				<b>SPECIAL EDUCATION</b>	<b>\$ 2,709,896.82</b>	<b>\$ 1,253,584.71</b>	<b>\$ 1,206,325.78</b>	<b>\$ 2,459,910.49</b>	<b>\$ 249,986.33</b>
21	1230	1	00	00 5564 ESY TUITION TO PRIVATE SCHOOL	\$ 800.00	\$ -	\$ 88.00	\$ 88.00	\$ 712.00
21	1230	1	02	00 5112 ESY ELEMENTARY TEACHER SALARIES	\$ 5,700.00	\$ -	\$ 6,790.00	\$ 6,790.00	\$ (1,090.00)
21	1230	1	02	00 5114 ESY ELEMENTARY PARAPROFESSIONAL	\$ 1,325.88	\$ -	\$ 1,300.00	\$ 1,300.00	\$ 25.88
21	1230	1	02	00 5220 ESY ELEMENTARY FICA	\$ 535.87	\$ -	\$ 618.89	\$ 618.89	\$ (83.02)
21	1230	1	02	00 5231 ESY ELEMENTARY NHRS SUPPORT	\$ -	\$ -	\$ -	\$ -	\$ -



CANDIA SCHOOL DISTRICT  
GENERAL FUND  
YTD EXPENDITURE REPORT AS OF FEBRUARY 1, 2024

TITLE							BUDGET	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	ENCUMBRANCES PLUS YTD EXPENDITURES	AVAILABLE BALANCE
21	1230	1	02	00	5232	ESY ELEMENTARY NHRS PROFESSIONAL	\$ 837.32	\$ -	\$ 3,254.38	\$ 3,254.38	\$ (2,417.06)
21	1230	1	02	00	5330	ESY ELEMENTARY OTHER PROF SVCS	\$ 2,900.00	\$ -	\$ 2,400.00	\$ 2,400.00	\$ 500.00
21	1230	1	02	00	5580	ESY ELEMENTARY MILEAGE REIMBURSEMENT	\$ -	\$ -	\$ -	\$ -	\$ -
21	1230	1	02	00	5610	ESY ELEMENTARY SUPPLIES	\$ -	\$ -	\$ -	\$ -	\$ -
21	1230	2	02	00	5564	ESY MIDDLE TUITION TO PRIVATE SCHOOL	\$ 4,417.31	\$ -	\$ 8,141.44	\$ 8,141.44	\$ (3,724.13)
21	1230	3	02	00	5330	ESY HIGH SCHOOL OTHER PROF SVCS	\$ 2,000.00	\$ -	\$ 6,347.25	\$ 6,347.25	\$ (4,347.25)
21	1230	3	02	00	5563	ESY HIGH SCHOOL TUITION PUBLIC ACADEMIES	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00
21	1230	3	02	00	5564	ESY HIGH SCHOOL TUITION TO PRIVATE SCHOOL	\$ 21,006.00	\$ 3,971.57	\$ 10,569.89	\$ 14,541.46	\$ 6,464.54
1230 Total EXTENDED SCHOOL YEAR							\$ 42,522.38	\$ 3,971.57	\$ 39,509.85	\$ 43,481.42	\$ (959.04)
21	1260	1	02	00	5114	ELL PARAPROFESSIONAL	\$ -	\$ -	\$ -	\$ -	\$ -
21	1260	1	02	00	5220	ELL FICA	\$ -	\$ -	\$ -	\$ -	\$ -
21	1260	1	02	00	5250	ELL UNEMPLOYMENT INSURANCE	\$ -	\$ -	\$ -	\$ -	\$ -
21	1260	1	02	00	5330	ELL OTHER PROF SVCS	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00
1260 Total ELL							\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00
21	1270	1	02	00	5112	ADV LEARNER TEACHER SALARIES	\$ -	\$ -	\$ -	\$ -	\$ -
21	1270	1	02	00	5211	ADV LEARNER HEALTH INSURANCE	\$ -	\$ -	\$ -	\$ -	\$ -
21	1270	1	02	00	5212	ADV LEARNER DENTAL INSURANCE	\$ -	\$ -	\$ -	\$ -	\$ -
21	1270	1	02	00	5213	ADV LEARNER LIFE INSURANCE	\$ -	\$ -	\$ -	\$ -	\$ -
21	1270	1	02	00	5214	ADV LEARNER DISABILITY INSURANCE	\$ -	\$ -	\$ -	\$ -	\$ -
21	1270	1	02	00	5220	ADV LEARNER FICA	\$ -	\$ -	\$ -	\$ -	\$ -
21	1270	1	02	00	5232	ADV LEARNER NHRS PROFESSIONAL	\$ -	\$ -	\$ -	\$ -	\$ -
21	1270	1	02	00	5250	ADV LEARNER UNEMPLOYMENT INSURANCE	\$ -	\$ -	\$ -	\$ -	\$ -
21	1270	1	02	00	5563	ADV LEARNER TUITION PUBLIC ACADEMIES	\$ 1,613.39	\$ -	\$ -	\$ -	\$ 1,613.39
21	1270	1	02	00	5610	ADV LEARNER SUPPLIES	\$ -	\$ -	\$ -	\$ -	\$ -
1270 Total ADV LEARNER							\$ 1,613.39	\$ -	\$ -	\$ -	\$ 1,613.39
21	1410	1	02	00	5111	COCURRICULAR ADMIN/OTHER SALARIES	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00
21	1410	1	02	00	5112	COCURRICULAR TEACHER SALARIES	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00
21	1410	1	02	00	5117	COCURRICULAR CO-CURRICULAR SALARIES	\$ 15,088.00	\$ 12,362.00	\$ 11,050.00	\$ 23,412.00	\$ (8,324.00)
21	1410	1	02	00	5220	COCURRICULAR FICA	\$ 1,483.18	\$ 943.83	\$ 825.15	\$ 1,768.98	\$ (285.80)
21	1410	1	02	00	5231	COCURRICULAR NHRS SUPPORT	\$ -	\$ 101.54	\$ 101.48	\$ 203.02	\$ (203.02)
21	1410	1	02	00	5232	COCURRICULAR NHRS PROFESSIONAL	\$ 3,807.80	\$ 2,094.38	\$ 1,836.33	\$ 3,930.71	\$ (122.91)
21	1410	1	02	00	5610	COCURRICULAR SUPPLIES	\$ 980.00	\$ 1,140.77	\$ 28.46	\$ 1,169.23	\$ (189.23)
21	1410	1	02	00	5810	COCURRICULAR DUES & FEES	\$ 2,250.00	\$ 642.50	\$ 1,150.00	\$ 1,792.50	\$ 457.50
1410 Total COCURRICULAR							\$ 27,908.98	\$ 17,285.02	\$ 14,991.42	\$ 32,276.44	\$ (4,367.46)
21	1420	1	02	00	5117	ATHLETICS CO-CURRICULAR SALARIES	\$ 16,071.00	\$ 4,375.00	\$ 8,125.00	\$ 12,500.00	\$ 3,571.00
21	1420	1	02	00	5220	ATHLETICS FICA	\$ 1,229.43	\$ 334.30	\$ 617.65	\$ 951.95	\$ 277.48
21	1420	1	02	00	5232	ATHLETICS NHRS PROFESSIONAL	\$ 3,162.77	\$ 333.53	\$ 628.48	\$ 962.01	\$ 2,200.76
21	1420	1	02	00	5330	ATHLETICS OTHER PROF SVCS	\$ 3,955.00	\$ 1,955.00	\$ 2,000.00	\$ 3,955.00	\$ -
21	1420	1	02	00	5441	ATHLETICS RENTAL OF LAND & BUILDING	\$ 5,910.00	\$ 5,910.00	\$ -	\$ 5,910.00	\$ -
21	1420	1	02	00	5610	ATHLETICS SUPPLIES	\$ 1,174.65	\$ 400.00	\$ 32.97	\$ 432.97	\$ 741.68
21	1420	1	02	00	5739	ATHLETICS OTHER EQUIPMENT	\$ 2,740.01	\$ 1,500.00	\$ 155.90	\$ 1,655.90	\$ 1,084.11
21	1420	1	02	00	5810	ATHLETICS DUES & FEES	\$ 530.00	\$ 530.00	\$ -	\$ 530.00	\$ -
1420 Total ATHLETICS							\$ 34,772.86	\$ 15,337.83	\$ 11,560.00	\$ 26,897.83	\$ 7,875.03
21	2120	1	02	00	5112	GUIDANCE TEACHER SALARIES	\$ 76,092.82	\$ 39,188.02	\$ 41,687.98	\$ 80,876.00	\$ (4,783.18)
21	2120	1	02	00	5211	GUIDANCE HEALTH INSURANCE	\$ 23,421.24	\$ 9,268.64	\$ 14,140.70	\$ 23,409.34	\$ 11.90

CANDIA SCHOOL DISTRICT  
GENERAL FUND  
YTD EXPENDITURE REPORT AS OF FEBRUARY 1, 2024

TITLE						BUDGET	ENCUMBRANCES		ENCUMBRANCES PLUS		
							OUTSTANDING	YEAR TO DATE EXP	YTD EXPENDITURES	AVAILABLE BALANCE	
21	2120	1	02	00	5212	GUIDANCE DENTAL INSURANCE	\$ 783.27	\$ 274.56	\$ 356.71	\$ 631.27	\$ 152.00
21	2120	1	02	00	5213	GUIDANCE LIFE INSURANCE	\$ 75.00	\$ 31.25	\$ 43.75	\$ 75.00	\$ -
21	2120	1	02	00	5214	GUIDANCE DISABILITY INSURANCE	\$ 224.47	\$ 90.75	\$ 133.77	\$ 224.52	\$ (0.05)
21	2120	1	02	00	5220	GUIDANCE FICA	\$ 5,821.10	\$ 3,004.57	\$ 3,063.16	\$ 6,067.73	\$ (246.63)
21	2120	1	02	00	5232	GUIDANCE NHRS PROFESSIONAL	\$ 14,944.63	\$ 7,696.47	\$ 7,696.52	\$ 15,392.99	\$ (448.36)
21	2120	1	02	00	5250	GUIDANCE UNEMPLOYMENT INSURANCE	\$ 25.78	\$ -	\$ -	\$ -	\$ 25.78
21	2120	1	02	00	5260	GUIDANCE WORKER'S COMPENSATION	\$ 299.43	\$ -	\$ 299.43	\$ 299.43	\$ -
21	2120	1	02	00	5330	GUIDANCE OTHER PROF SVCS	\$ 5,423.17	\$ 926.78	\$ 4,240.00	\$ 5,166.78	\$ 256.39
2120 Total						GUIDANCE	\$ 127,110.91	\$ 60,481.04	\$ 71,662.02	\$ 132,143.06	\$ (5,032.15)
21	2130	1	02	00	5112	HEALTH TEACHER SALARIES	\$ 56,980.00	\$ 26,605.35	\$ 37,466.59	\$ 64,071.94	\$ (7,091.94)
21	2130	1	02	00	5120	HEALTH SUBSTITUTE SALARIES	\$ 1,000.00	\$ -	\$ 175.00	\$ 175.00	\$ 825.00
21	2130	1	02	00	5122	HEALTH HEALTH INSURANCE BUYOUT	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ (3,000.00)
21	2130	1	02	00	5211	HEALTH HEALTH INSURANCE	\$ 31,262.88	\$ -	\$ -	\$ -	\$ 31,262.88
21	2130	1	02	00	5212	HEALTH DENTAL INSURANCE	\$ 1,389.42	\$ -	\$ -	\$ -	\$ 1,389.42
21	2130	1	02	00	5213	HEALTH LIFE INSURANCE	\$ 75.00	\$ -	\$ 25.00	\$ 25.00	\$ 50.00
21	2130	1	02	00	5214	HEALTH DISABILITY INSURANCE	\$ 173.55	\$ -	\$ 83.17	\$ 83.17	\$ 90.38
21	2130	1	02	00	5220	HEALTH FICA	\$ 4,435.47	\$ 2,149.99	\$ 2,994.38	\$ 5,144.37	\$ (708.90)
21	2130	1	02	00	5232	HEALTH NHRS PROFESSIONAL	\$ 11,190.87	\$ 5,225.24	\$ 5,968.99	\$ 11,194.23	\$ (3.36)
21	2130	1	02	00	5250	HEALTH UNEMPLOYMENT INSURANCE	\$ 25.78	\$ -	\$ -	\$ -	\$ 25.78
21	2130	1	02	00	5260	HEALTH WORKER'S COMPENSATION	\$ 231.50	\$ -	\$ 231.50	\$ 231.50	\$ -
21	2130	1	02	00	5330	HEALTH OTHER PROF SVCS	\$ -	\$ -	\$ 297.00	\$ 297.00	\$ (297.00)
21	2130	1	02	00	5610	HEALTH SUPPLIES	\$ 2,127.30	\$ 1,660.63	\$ 466.67	\$ 2,127.30	\$ -
21	2130	1	02	00	5641	HEALTH TEXTBOOKS	\$ 157.50	\$ -	\$ -	\$ -	\$ 157.50
21	2130	1	02	00	5642	HEALTH ELECTRONIC INFORMATION	\$ 549.15	\$ -	\$ 557.00	\$ 557.00	\$ (7.85)
21	2130	1	02	00	5735	HEALTH REPLACEMENT EQUIPMENT	\$ 3,560.55	\$ -	\$ -	\$ -	\$ 3,560.55
21	2130	1	02	00	5810	HEALTH DUES & FEES	\$ 157.50	\$ -	\$ -	\$ -	\$ 157.50
2130 Total						HEALTH SERVICES	\$ 113,316.47	\$ 37,141.21	\$ 49,765.30	\$ 86,906.51	\$ 26,409.96
21	2140	1	02	00	5330	PSYCH SERVICES OTHER PROF SVCS	\$ 80,419.50	\$ 53,005.54	\$ 27,413.96	\$ 80,419.50	\$ -
21	2140	1	02	00	5610	PSYCH SERVICES SUPPLIES	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00
21	2140	2	02	00	5330	PSYCH SVCS - MIDDLE OTHER PROF SVCS	\$ 6,006.42	\$ 4,856.52	\$ 1,149.90	\$ 6,006.42	\$ -
21	2140	3	02	00	5330	PSYCH SVCS - HIGH OTHER PROF SVCS	\$ 4,964.82	\$ 4,151.13	\$ 813.69	\$ 4,964.82	\$ -
2140 Total						PSYCHOLOGICAL SERVICES	\$ 91,890.74	\$ 62,013.19	\$ 29,377.55	\$ 91,390.74	\$ 500.00
21	2150	1	02	00	5330	SPEECH OTHER PROF SVCS	\$ 112,803.20	\$ 71,507.19	\$ 41,296.01	\$ 112,803.20	\$ -
21	2150	1	02	00	5580	SPEECH MILEAGE REIMBURSEMENT	\$ 9,400.00	\$ -	\$ -	\$ -	\$ 9,400.00
21	2150	2	02	00	5330	SPEECH MIDDLE OTHER PROF SVCS	\$ -	\$ 5,871.95	\$ 3,528.05	\$ 9,400.00	\$ (9,400.00)
21	2150	3	02	00	5330	SPEECH SVCS - HIGH OTHER PROF SVCS	\$ 11,158.35	\$ 11,158.35	\$ -	\$ 11,158.35	\$ -
2150 Total						SPEECH SERVICES	\$ 133,361.55	\$ 88,537.49	\$ 44,824.06	\$ 133,361.55	\$ -
21	2160	1	02	00	5334	THERAPY SVCS OT CONTRACTED SVCS	\$ 92,299.50	\$ 51,439.50	\$ 40,860.00	\$ 92,299.50	\$ -
21	2160	1	02	00	5610	THERAPY SVCS SUPPLIES	\$ 3,807.00	\$ -	\$ -	\$ -	\$ 3,807.00
21	2160	2	02	00	5330	OT MIDDLE OTHER PROF SVCS	\$ -	\$ 3,463.16	\$ 343.84	\$ 3,807.00	\$ (3,807.00)
2160 Total						OT SERVICES	\$ 96,106.50	\$ 54,902.66	\$ 41,203.84	\$ 96,106.50	\$ -
21	2162	1	02	00	5330	PHYSICAL THERAPY OTHER PROF SVCS	\$ 7,182.00	\$ -	\$ -	\$ -	\$ 7,182.00
2162 Total						PT SERVICES	\$ 7,182.00	\$ -	\$ -	\$ -	\$ 7,182.00
21	2190	1	02	00	5330	OTHER SUPPORT SERVICES OTHER PROF SVCS	\$ 1,050.00	\$ -	\$ 300.00	\$ 300.00	\$ 750.00
21	2190	1	02	00	5550	OTHER SUPPORT SERVICES PRINTING	\$ 500.00	\$ 400.00	\$ -	\$ 400.00	\$ 100.00



CANDIA SCHOOL DISTRICT  
GENERAL FUND  
YTD EXPENDITURE REPORT AS OF FEBRUARY 1, 2024

TITLE						BUDGET	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	ENCUMBRANCES PLUS YTD EXPENDITURES	AVAILABLE BALANCE	
21	2190	1	02	00	5610	OTHER SUPPORT SERVICES SUPPLIES	\$ 1,302.00	\$ 129.00	\$ -	\$ 129.00	\$ 1,173.00
21	2190	1	02	00	5810	OTHER SUPPORT SERVICES DUES & FEES	\$ -	\$ -	\$ -	\$ -	\$ -
2190 Total OTHER SUPPORT SERVICES						\$ 2,852.00	\$ 529.00	\$ 300.00	\$ 829.00	\$ 2,023.00	
21	2210	1	02	00	5117	STAFF DEVELOPMENT CO-CURRICULAR SALARIES	\$ 8,312.00	\$ 35,598.95	\$ 15,607.40	\$ 51,206.35	\$ (42,894.35)
21	2210	1	02	00	5220	STAFF DEVELOPMENT FICA	\$ 635.87	\$ 2,708.99	\$ 1,102.85	\$ 3,811.84	\$ (3,175.97)
21	2210	1	02	00	5232	STAFF DEVELOPMENT NHRS PROFESSIONAL	\$ 1,632.48	\$ 6,697.59	\$ 2,782.06	\$ 9,479.65	\$ (7,847.17)
21	2210	1	02	00	5291	STAFF DEVELOPMENT ADMIN DIRECTED WORKSHOPS	\$ 1,750.00	\$ -	\$ -	\$ -	\$ 1,750.00
21	2210	1	02	00	5330	STAFF DEVELOPMENT OTHER PROF SVCS	\$ -	\$ -	\$ 2,337.50	\$ 2,337.50	\$ (2,337.50)
2210 Total STAFF DEVELOPMENT						\$ 12,330.35	\$ 45,005.53	\$ 21,829.81	\$ 66,835.34	\$ (54,504.99)	
21	2220	1	02	00	5111	MEDIA ADMIN/OTHER SALARIES	\$ 64,322.19	\$ 33,743.55	\$ 33,743.45	\$ 67,487.00	\$ (3,164.81)
21	2220	1	02	00	5122	MEDIA HEALTH INSURANCE BUYOUT	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00
21	2220	1	02	00	5211	MEDIA HEALTH INSURANCE	\$ -	\$ 12,294.08	\$ 13,277.80	\$ 25,571.88	\$ (25,571.88)
21	2220	1	02	00	5212	MEDIA DENTAL INSURANCE	\$ -	\$ 689.01	\$ 593.70	\$ 1,282.71	\$ (1,282.71)
21	2220	1	02	00	5213	MEDIA LIFE INSURANCE	\$ 75.00	\$ 50.00	\$ 25.00	\$ 75.00	\$ -
21	2220	1	02	00	5214	MEDIA DISABILITY INSURANCE	\$ 189.75	\$ 102.15	\$ 91.41	\$ 193.56	\$ (3.81)
21	2220	1	02	00	5220	MEDIA FICA	\$ 5,150.15	\$ 2,581.39	\$ 2,290.81	\$ 4,872.20	\$ 277.95
21	2220	1	02	00	5232	MEDIA NHRS PROFESSIONAL	\$ 13,222.08	\$ 6,627.23	\$ 6,627.27	\$ 13,254.50	\$ (32.42)
21	2220	1	02	00	5250	MEDIA UNEMPLOYMENT INSURANCE	\$ 25.78	\$ -	\$ -	\$ -	\$ 25.78
21	2220	1	02	00	5260	MEDIA WORKER'S COMPENSATION	\$ 253.11	\$ -	\$ 253.11	\$ 253.11	\$ -
21	2220	1	02	00	5430	MEDIA REPAIRS & MAINT SERVICES	\$ 2,410.00	\$ -	\$ 988.00	\$ 988.00	\$ 1,422.00
21	2220	1	02	00	5431	MEDIA REPAIRS EQUIPMENT	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00
21	2220	1	02	00	5610	MEDIA SUPPLIES	\$ 1,580.00	\$ 39.99	\$ 1,270.72	\$ 1,310.71	\$ 269.29
21	2220	1	02	00	5615	MEDIA AV SUPPLIES	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00
21	2220	1	02	00	5641	MEDIA TEXTBOOKS	\$ 4,600.00	\$ 1,365.64	\$ 2,257.09	\$ 3,622.73	\$ 977.27
21	2220	1	02	00	5644	MEDIA PERIODICALS	\$ 211.00	\$ -	\$ 194.93	\$ 194.93	\$ 16.07
21	2220	1	02	00	5649	MEDIA NON PRINT	\$ 6,679.00	\$ -	\$ 6,397.99	\$ 6,397.99	\$ 281.01
21	2220	1	02	00	5735	MEDIA REPLACEMENT EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ -
2220 Total MEDIA SERVICES						\$ 102,368.06	\$ 57,493.04	\$ 68,011.28	\$ 125,504.32	\$ (23,136.26)	
21	2310	1	02	00	5111	SCHOOL BOARD SERVICES ADMIN/OTHER SALARIES	\$ 4,200.00	\$ 2,100.00	\$ 2,100.00	\$ 4,200.00	\$ -
21	2310	1	02	00	5113	SCHOOL BOARD SERVICES TREASURER SALARIES	\$ 1,200.00	\$ 600.00	\$ 600.00	\$ 1,200.00	\$ -
21	2310	1	02	00	5115	SCHOOL BOARD SERVICES SECRETARIAL SALARIES	\$ 2,250.00	\$ -	\$ 1,050.00	\$ 1,050.00	\$ 1,200.00
21	2310	1	02	00	5220	SCHOOL BOARD SERVICES FICA	\$ 585.23	\$ 206.55	\$ 286.90	\$ 493.45	\$ 91.78
21	2310	1	02	00	5231	SCHOOL BOARD SERVICES NHRS SUPPORT	\$ 304.43	\$ -	\$ 142.09	\$ 142.09	\$ 162.34
21	2310	1	02	00	5332	SCHOOL BOARD SERVICES AUDIT EXPENSES	\$ 7,600.00	\$ 1,600.00	\$ 6,000.00	\$ 7,600.00	\$ -
21	2310	1	02	00	5341	SCHOOL BOARD SERVICES LEGAL & CONSULTING	\$ 12,500.00	\$ 6,192.00	\$ 3,808.00	\$ 10,000.00	\$ 2,500.00
21	2310	1	02	00	5342	SCHOOL BOARD SERVICES DISTRICT MEETING SERVICES	\$ 600.00	\$ 650.00	\$ -	\$ 650.00	\$ (50.00)
21	2310	1	02	00	5613	SCHOOL BOARD SERVICES SCHOOL BOARD SUPPLIES	\$ -	\$ -	\$ 754.83	\$ 754.83	\$ (754.83)
21	2310	1	02	00	5614	SCHOOL BOARD SERVICES DISTRICT MEETING SUPPLIES	\$ 2,500.00	\$ 1,888.50	\$ -	\$ 1,888.50	\$ 611.50
21	2310	1	02	00	5618	SCHOOL BOARD SERVICES TREASURER SUPPLIES	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00
21	2310	1	02	00	5810	SCHOOL BOARD SERVICES DUES & FEES	\$ 5,000.00	\$ 343.18	\$ 6,561.08	\$ 6,904.26	\$ (1,904.26)
2310 Total SCHOOL BOARD SERVICES						\$ 37,489.66	\$ 13,580.23	\$ 21,302.90	\$ 34,883.13	\$ 2,606.53	
21	2320	1	02	00	5590	SAU SERVICES SAU SERVICES	\$ 203,891.00	\$ -	\$ 203,891.00	\$ 203,891.00	\$ -
2320 Total SAU SERVICES						\$ 203,891.00	\$ -	\$ 203,891.00	\$ 203,891.00	\$ -	
21	2410	1	02	00	5111	PRINCIPAL SERVICES ADMIN/OTHER SALARIES	\$ 108,200.56	\$ 42,023.59	\$ 67,237.76	\$ 109,261.35	\$ (1,060.79)
21	2410	1	02	00	5115	PRINCIPAL SERVICES SECRETARIAL SALARIES	\$ 62,918.39	\$ 29,695.60	\$ 42,065.77	\$ 71,761.37	\$ (8,842.98)

CANDIA SCHOOL DISTRICT  
GENERAL FUND  
YTD EXPENDITURE REPORT AS OF FEBRUARY 1, 2024

TITLE						BUDGET	ENCUMBRANCES		ENCUMBRANCES PLUS		
							OUTSTANDING	YEAR TO DATE EXP	YTD EXPENDITURES	AVAILABLE BALANCE	
21	2410	1	02	00	5118	PRINCIPAL SERVICES ASSISTANT PRINCIPAL SALAR	\$ 88,759.65	\$ 35,769.28	\$ 57,230.72	\$ 93,000.00	\$ (4,240.35)
21	2410	1	02	00	5211	PRINCIPAL SERVICES HEALTH INSURANCE	\$ 51,776.22	\$ 5,163.23	\$ 7,265.14	\$ 12,428.37	\$ 39,347.85
21	2410	1	02	00	5212	PRINCIPAL SERVICES DENTAL INSURANCE	\$ 3,912.65	\$ 2,417.67	\$ 623.09	\$ 3,040.76	\$ 871.89
21	2410	1	02	00	5213	PRINCIPAL SERVICES LIFE INSURANCE	\$ 202.28	\$ 80.37	\$ 100.11	\$ 180.48	\$ 21.80
21	2410	1	02	00	5214	PRINCIPAL SERVICES DISABILITY INSURANCE	\$ 569.64	\$ 281.60	\$ 276.88	\$ 558.48	\$ 11.16
21	2410	1	02	00	5220	PRINCIPAL SERVICES FICA	\$ 19,880.71	\$ 8,231.45	\$ 12,651.94	\$ 20,883.39	\$ (1,002.68)
21	2410	1	02	00	5231	PRINCIPAL SERVICES NHRS SUPPORT	\$ 6,054.11	\$ 2,661.08	\$ 3,673.79	\$ 6,334.87	\$ (280.76)
21	2410	1	02	00	5232	PRINCIPAL SERVICES NHRS PROFESSIONAL	\$ 38,682.98	\$ 15,278.31	\$ 24,445.60	\$ 39,723.91	\$ (1,040.93)
21	2410	1	02	00	5240	PRINCIPAL SERVICES TUITION REIMBURSEMENT	\$ 5,000.00	\$ 1,570.00	\$ 4,710.00	\$ 6,280.00	\$ (1,280.00)
21	2410	1	02	00	5241	PRINCIPAL SERVICES WORKSHOP REIMB PROF	\$ 2,000.00	\$ -	\$ 1,215.00	\$ 1,215.00	\$ 785.00
21	2410	1	02	00	5244	PRINCIPAL SERVICES SECRETARIAL WORKSHOP	\$ 425.00	\$ -	\$ -	\$ -	\$ 425.00
21	2410	1	02	00	5250	PRINCIPAL SERVICES UNEMPLOYMENT INSURANCE	\$ 103.10	\$ -	\$ -	\$ -	\$ 103.10
21	2410	1	02	00	5260	PRINCIPAL SERVICES WORKER'S COMPENSATION	\$ 995.92	\$ -	\$ 995.92	\$ 995.92	\$ -
21	2410	1	02	00	5330	PRINCIPAL SERVICES OTHER PROF SVCS	\$ 31,003.00	\$ -	\$ -	\$ -	\$ 31,003.00
21	2410	1	02	00	5430	PRINCIPAL SERVICES REPAIRS & MAINT SERVICES	\$ 2,630.00	\$ 592.34	\$ 904.46	\$ 1,496.80	\$ 1,133.20
21	2410	1	02	00	5442	PRINCIPAL SERVICES RENTAL OF EQUIPMENT	\$ 1,253.00	\$ 626.60	\$ 626.40	\$ 1,253.00	\$ -
21	2410	1	02	00	5531	PRINCIPAL SERVICES TELEPHONE	\$ 9,000.00	\$ 5,817.17	\$ 7,034.83	\$ 12,852.00	\$ (3,852.00)
21	2410	1	02	00	5534	PRINCIPAL SERVICES POSTAGE	\$ 1,700.00	\$ -	\$ 1,700.00	\$ 1,700.00	\$ -
21	2410	1	02	00	5540	PRINCIPAL SERVICES ADVERTISING	\$ 500.00	\$ 162.20	\$ -	\$ 162.20	\$ 337.80
21	2410	1	02	00	5550	PRINCIPAL SERVICES PRINTING	\$ 500.00	\$ 77.50	\$ 72.50	\$ 150.00	\$ 350.00
21	2410	1	02	00	5580	PRINCIPAL SERVICES MILEAGE REIMBURSEMENT	\$ 750.00	\$ -	\$ 328.68	\$ 328.68	\$ 421.32
21	2410	1	02	00	5610	PRINCIPAL SERVICES SUPPLIES	\$ 1,500.00	\$ -	\$ 646.44	\$ 646.44	\$ 853.56
21	2410	1	02	00	5641	PRINCIPAL SERVICES TEXTBOOKS	\$ 172.00	\$ -	\$ 117.24	\$ 117.24	\$ 54.76
21	2410	1	02	00	5644	PRINCIPAL SERVICES PERIODICALS	\$ 365.00	\$ -	\$ 89.00	\$ 89.00	\$ 276.00
21	2410	1	02	00	5735	PRINCIPAL SERVICES REPLACEMENT EQUIPMENT	\$ 790.00	\$ -	\$ 1,155.00	\$ 1,155.00	\$ (365.00)
21	2410	1	02	00	5810	PRINCIPAL SERVICES DUES & FEES	\$ 1,800.00	\$ -	\$ 1,873.00	\$ 1,873.00	\$ (73.00)
2410 Total		PRINCIPAL SERVICES				\$ 441,444.21	\$ 150,447.99	\$ 237,039.27	\$ 387,487.26	\$ 53,956.95	
21	2600	1	02	00	5111	MAINTENANCE ADMIN/OTHER SALARIES	\$ 65,731.43	\$ 25,529.14	\$ 41,846.72	\$ 67,375.86	\$ (1,644.43)
21	2600	1	02	00	5116	MAINTENANCE CUSTODIAL SALARIES	\$ 129,961.09	\$ 25,340.40	\$ 29,836.52	\$ 55,176.92	\$ 74,784.17
21	2600	1	02	00	5211	MAINTENANCE HEALTH INSURANCE	\$ 43,947.72	\$ 9,076.39	\$ 13,280.31	\$ 22,356.70	\$ 21,591.02
21	2600	1	02	00	5212	MAINTENANCE DENTAL INSURANCE	\$ 1,651.00	\$ 513.54	\$ 378.82	\$ 892.36	\$ 758.64
21	2600	1	02	00	5213	MAINTENANCE LIFE INSURANCE	\$ 147.69	\$ 75.25	\$ 47.75	\$ 123.00	\$ 24.69
21	2600	1	02	00	5214	MAINTENANCE DISABILITY INSURANCE	\$ 361.65	\$ 158.40	\$ 120.36	\$ 278.76	\$ 82.89
21	2600	1	02	00	5220	MAINTENANCE FICA	\$ 14,970.47	\$ 3,902.83	\$ 5,297.96	\$ 9,200.79	\$ 5,769.68
21	2600	1	02	00	5231	MAINTENANCE NHRS SUPPORT	\$ 21,405.39	\$ 3,454.09	\$ 6,095.95	\$ 9,550.04	\$ 11,855.35
21	2600	1	02	00	5232	MAINTENANCE NHRS PROFESSIONAL	\$ -	\$ -	\$ -	\$ -	\$ -
21	2600	1	02	00	5250	MAINTENANCE UNEMPLOYMENT INSURANCE	\$ 128.89	\$ -	\$ -	\$ -	\$ 128.89
21	2600	1	02	00	5260	MAINTENANCE WORKER'S COMPENSATION	\$ 3,129.29	\$ -	\$ 3,129.29	\$ 3,129.29	\$ -
21	2600	1	02	00	5411	MAINTENANCE WATER/SEWERAGE	\$ 9,500.00	\$ 4,996.56	\$ 3,303.44	\$ 8,300.00	\$ 1,200.00
21	2600	1	02	00	5430	MAINTENANCE REPAIRS & MAINT SERVICES	\$ 13,300.00	\$ 2,715.10	\$ 59,333.41	\$ 62,048.51	\$ (48,748.51)
21	2600	1	02	00	5432	MAINTENANCE REPAIRS BUILDINGS	\$ 20,000.00	\$ 5,004.86	\$ 9,928.66	\$ 14,933.52	\$ 5,066.48
21	2600	1	02	00	5433	MAINTENANCE REPAIRS GROUNDS	\$ 8,850.00	\$ 2,415.20	\$ 14,119.80	\$ 16,535.00	\$ (7,685.00)
21	2600	1	02	00	5434	MAINTENANCE BUILDING IMPROVEMENTS	\$ 30,000.00	\$ -	\$ 43,469.95	\$ 43,469.95	\$ (13,469.95)
21	2600	1	02	00	5435	MAINTENANCE REPAIRS MAINT EQUIPMENT	\$ 1,000.00	\$ -	\$ 442.42	\$ 442.42	\$ 557.58
21	2600	1	02	00	5436	MAINTENANCE REPAIRS SECURITY SYSTEM	\$ 500.00	\$ 82.00	\$ 1,447.50	\$ 1,529.50	\$ (1,029.50)



CANDIA SCHOOL DISTRICT  
GENERAL FUND  
YTD EXPENDITURE REPORT AS OF FEBRUARY 1, 2024

							ENCUMBRANCES			ENCUMBRANCES PLUS		
TITLE							BUDGET	OUTSTANDING	YEAR TO DATE EXP	YTD EXPENDITURES	AVAILABLE BALANCE	
21	2600	1	02	00	5437	MAINTENANCE GARBAGE REMOVAL	\$ 5,100.00	\$ 1,774.44	\$ 2,575.56	\$ 4,350.00	\$ 750.00	
21	2600	1	02	00	5452	MAINTENANCE LEASE	\$ -	\$ -	\$ -	\$ -	\$ -	
21	2600	1	02	00	5521	MAINTENANCE PROPERTY/LIABILITY INS	\$ 18,143.00	\$ -	\$ 18,143.00	\$ 18,143.00	\$ -	
21	2600	1	02	00	5531	MAINTENANCE TELEPHONE	\$ -	\$ 480.00	\$ 240.00	\$ 720.00	\$ (720.00)	
21	2600	1	02	00	5580	MAINTENANCE MILEAGE REIMBURSEMENT	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	
21	2600	1	02	00	5610	MAINTENANCE SUPPLIES	\$ 5,700.00	\$ -	\$ -	\$ -	\$ 5,700.00	
21	2600	1	02	00	5612	MAINTENANCE MAINTENANCE SUPPLIES	\$ 15,225.00	\$ 2,482.51	\$ 6,739.84	\$ 9,222.35	\$ 6,002.65	
21	2600	1	02	00	5619	MAINTENANCE SUPPLIES GROUNDS	\$ 1,339.52	\$ 59.72	\$ 474.72	\$ 534.44	\$ 805.08	
21	2600	1	02	00	5622	MAINTENANCE ELECTRICITY	\$ 60,900.00	\$ 39,495.95	\$ 17,187.67	\$ 56,683.62	\$ 4,216.38	
21	2600	1	02	00	5624	MAINTENANCE OIL	\$ 63,525.00	\$ 37,741.06	\$ 17,258.94	\$ 55,000.00	\$ 8,525.00	
21	2600	1	02	00	5626	MAINTENANCE GASOLINE	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00	
21	2600	1	02	00	5731	MAINTENANCE NEW EQUIPMENT	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	
21	2600	1	02	00	5735	MAINTENANCE REPLACEMENT EQUIPMENT	\$ 600.00	\$ 1,875.00	\$ 1,875.00	\$ 3,750.00	\$ (3,150.00)	
2600 Total PLANT OPERATIONS							\$ 536,467.14	\$ 167,172.44	\$ 296,573.59	\$ 463,746.03	\$ 72,721.11	
21	2700	1	02	00	5517	REG ED TRANSPORTATION ATHLETIC TRANS	\$ 11,600.00	\$ 16,218.32	\$ 9,211.68	\$ 25,430.00	\$ (13,830.00)	
21	2700	1	02	00	5518	REG ED TRANSPORTATION FIELD TRIPS	\$ 7,500.00	\$ 7,037.81	\$ (3,931.31)	\$ 3,106.50	\$ 4,393.50	
21	2700	1	02	00	5519	REG ED TRANSPORTATION TRANSPORTATION	\$ 505,332.00	\$ 275,934.60	\$ 183,956.40	\$ 459,891.00	\$ 45,441.00	
21	2700	1	02	61	5519	SPED TRANSPORTATION TRANSPORTATION	\$ 225,000.00	\$ 154,907.69	\$ 113,803.46	\$ 268,711.15	\$ (43,711.15)	
2700 Total TRANSPORTATION							\$ 749,432.00	\$ 454,098.42	\$ 303,040.23	\$ 757,138.65	\$ (7,706.65)	
21	2840	1	02	00	5111	IT ADMIN/OTHER SALARIES	\$ 45,900.00	\$ 14,350.00	\$ 33,000.00	\$ 47,350.00	\$ (1,450.00)	
21	2840	1	02	00	5211	IT HEALTH INSURANCE	\$ 12,434.31	\$ 4,538.26	\$ 6,640.09	\$ 11,178.35	\$ 1,255.96	
21	2840	1	02	00	5212	IT DENTAL INSURANCE	\$ 504.00	\$ 218.65	\$ 229.75	\$ 448.40	\$ 55.60	
21	2840	1	02	00	5213	IT LIFE INSURANCE	\$ 75.00	\$ 31.25	\$ 43.75	\$ 75.00	\$ -	
21	2840	1	02	00	5214	IT DISABILITY INSURANCE	\$ 210.75	\$ 1,323.80	\$ 136.12	\$ 1,459.92	\$ (1,249.17)	
21	2840	1	02	00	5220	IT FICA	\$ 3,511.33	\$ 1,097.74	\$ 2,432.72	\$ 3,530.46	\$ (19.13)	
21	2840	1	02	00	5231	IT NHRS SUPPORT	\$ 6,210.27	\$ 1,941.49	\$ 4,329.61	\$ 6,271.10	\$ (60.83)	
21	2840	1	02	00	5240	IT TUITION REIMBURSEMENT	\$ 4,950.00	\$ 545.23	\$ 545.23	\$ 1,090.46	\$ 3,859.54	
21	2840	1	02	00	5241	IT WORKSHOP REIMB PROF	\$ 825.00	\$ -	\$ -	\$ -	\$ 825.00	
21	2840	1	02	00	5250	IT UNEMPLOYMENT INSURANCE	\$ 25.78	\$ -	\$ -	\$ -	\$ 25.78	
21	2840	1	02	00	5260	IT WORKER'S COMPENSATION	\$ 281.12	\$ -	\$ 281.12	\$ 281.12	\$ -	
21	2840	1	02	00	5330	IT OTHER PROF SVCS	\$ 26,500.00	\$ -	\$ 3,200.00	\$ 3,200.00	\$ 23,300.00	
21	2840	1	02	00	5431	IT REPAIRS EQUIPMENT	\$ 1,500.00	\$ -	\$ 375.00	\$ 375.00	\$ 1,125.00	
21	2840	1	02	00	5610	IT SUPPLIES	\$ 5,000.00	\$ 620.96	\$ 953.57	\$ 1,574.53	\$ 3,425.47	
21	2840	1	02	00	5650	IT SOFTWARE	\$ 12,977.57	\$ 562.50	\$ 7,986.53	\$ 8,549.03	\$ 4,428.54	
21	2840	1	02	00	5735	IT REPLACEMENT EQUIPMENT	\$ 17,749.00	\$ 2,284.49	\$ 9,893.52	\$ 12,178.01	\$ 5,570.99	
21	2840	1	02	00	5810	IT DUES & FEES	\$ 540.00	\$ 298.10	\$ -	\$ 298.10	\$ 241.90	
2840 Total IT							\$ 139,194.13	\$ 27,812.47	\$ 70,047.01	\$ 97,859.48	\$ 41,334.65	
21	4600	0	00	00	5330	BUILDING IMPROVEMENT SVCS OTHER PROF SVCS	\$ 191,644.60	\$ -	\$ -	\$ -	\$ 191,644.60	
4600 Total BUILDING IMPROVEMENT SERVICES							\$ 191,644.60	\$ -	\$ -	\$ -	\$ 191,644.60	
21	5110	1	02	00	5910	PRINCIPAL OF DEBT PRINCIPAL OF DEBT	\$ -	\$ 113,846.43	\$ -	\$ 113,846.43	\$ (113,846.43)	
5110 Total DEBT SERVICE PRINCIPAL							\$ -	\$ 113,846.43	\$ -	\$ 113,846.43	\$ (113,846.43)	
21	5120	1	02	00	5830	INTEREST ON DEBT INTEREST	\$ -	\$ 77,798.17	\$ -	\$ 77,798.17	\$ (77,798.17)	
5120 Total DEBT SERVICE INTEREST							\$ -	\$ 77,798.17	\$ -	\$ 77,798.17	\$ (77,798.17)	
Grand Total							\$ 10,107,560.65	\$ 4,670,059.68	\$ 5,142,842.26	\$ 9,812,901.94	\$ 294,658.71	



February Policies - First Reading - Candia			<b>XI.A.</b> 3/7/2024 2/8/2024 1/25/2024
		2nd Board Reading Date:	
		1st Board Reading Date:	
		Committee Meeting Date:	
CURRENT CODE	POLICY TITLE/CATEGORY	SUGGESTIONS/REQUIREMENTS	Last reviewed
JKAA	Use of Child Restraint/Seclusion	Updated by Drummond-Woodsum	
JKAA-R	Child Restraint/Seclusion -Procedures	Updated by Drummond-Woodsum	
DFGA	Crowdfunding	Fall Updates - New	
IKL	Academic Honesty and Integrity	Fall Updates - New	
KCD	Public Gifts/Donations	Fall Updates - New	
GBAA	Sexual Harassment-Staff	Superintendent should not be Title IX Coordinator per Attorney Graham	
AC	Non-Discrimination	Superintendent should not be Title IX Coordinator per Attorney Graham	
KED	Grievance Procedure	Superintendent should not be Title IX Coordinator per Attorney Graham	
IJOA / IJOA-R	Field Trips	Added language	

**CANDIA SCHOOL DISTRICT**  
**USE OF CHILD STUDENT RESTRAINT AND**  
**SECLUSION**

Candia School District hereby authorizes school officials to use restraint to ensure the immediate physical safety of persons when there is a substantial and imminent risk of serious bodily harm to the **child student** or others, and then only when other interventions have failed or have been deemed inappropriate, and in a manner consistent with state law and regulations.

The Superintendent of Schools shall develop procedures for the use of **child student** restraint and seclusion.

For purpose of this policy and any accompanying procedures, the term "restraint" means any bodily physical restriction, mechanical devices, or any device that immobilizes a person or restricts the freedom of movement of the torso, head, arms, or legs. It includes mechanical restraints, physical restraints, and medication restraint used to control behavior in an emergency or any involuntary medication.

Restraint shall not include the following:

- (1) A brief touching or holding to calm, comfort, encourage, or guide a **child student**, so long as there is no limitation on the **child's student's** freedom of movement.
- (2) The temporary holding of the hand, wrist, arm, shoulder, or back for the purpose of inducing a **child student** to stand, if necessary, and then walk to a safe location, so long as the **child student** is in an upright position and moving toward a safe location.
- (3) Physical devices, such as orthopedically prescribed appliances, surgical dressings and bandages and supportive body bands, or other physical holding when necessary for routine medical treatment purposes, or when used to provide support for the achievement of functional body position or proper balance or to protect a person from falling out of bed, or to permit a **child student** to participate in activities without the risk of physical harm.
- (4) The use of seat belts, safety belts, or similar passenger restraints during transportation of a **child student** in a motor vehicle.
- (5) The use of force by a person to defend himself or herself or a third person from what the actor reasonably believes to be the imminent use of unlawful force by a **child student**, when the actor uses a degree of such force which he or she reasonably believes to be necessary for such purpose and the actor does not immobilize a **child student** or restrict the freedom of movement of the torso, head, arms, or legs of any **child student**.

School staff shall not use physical restraint, **including prone restraint**, except to ensure the immediate physical safety of person when there is a substantial and imminent risk of serious bodily harm to the **child student** or others.

For purpose of this policy and any accompanying procedures, the term "seclusion" means the involuntary ~~confinement placement~~ of a ~~child student~~ alone in a ~~any room or area place where no other person is present and~~ from which the ~~child student~~ is unable to exit, either due to physical manipulation by a person, lock, or other mechanical device or barrier, ~~or from which the student reasonably believes they are not free to leave; or, the involuntary confinement of a student to a room or area, separate from their peers, with one or more adults who are using their physical presence to prevent egress.~~

Seclusion shall not include:

- (1) The voluntary separation of a ~~child student~~ from a stressful environment for the purpose of allowing the ~~child student~~ to regain self-control, when such separation is to an area which a ~~child student~~ is able to leave.

~~(1)~~(2) The involuntary confinement of a child to a room or an area with an adult who is actively engaging in a therapeutic intervention; or

- (3) Circumstances in which there is no physical barrier, ~~between the child and any other person or~~ the ~~child student~~ is physically able to leave ~~the place~~.

A circumstance may be considered seclusion even if a window or other device for visual observation is present, if the other elements of this definition are satisfied.

School staff shall not use seclusion except when a ~~child's student's~~ behavior poses a substantial and imminent risk of physical harm ~~to the student or others~~. Seclusion shall never be used explicitly or implicitly as punishment or discipline for the behavior of a student. If seclusion is used, school staff must designate a co-regulator to monitor the student and develop a plan to help the student manage their state of regulation and their return to a less restrictive setting.

School officials shall not use or threaten to use any dangerous restraint techniques or containment, any inappropriate aversive behavioral interventions, any medication restraints, or any mechanical restraints except as permitted for transporting students.

Physical restraint or seclusion shall be used only by trained personnel and only after other approaches to the control of behavior have been attempted and been unsuccessful or are reasonably believed to be unlikely to succeed based on the student's past history.

After the first incident of restraint or seclusion in a school year for students identified under special education or Section 504, the District shall hold an IEP or 504 meeting to review the student's IEP or 504 plan and make such adjustments as are indicated to eliminate or reduce the future use of restraint or seclusion.

Parents may request a 504 or IEP team meeting after any restraint or seclusion incident and that request must be granted "if there have been multiple instances of restraint or seclusion since the last review."

Any employee who has reason to believe that another employee has engaged in conduct that violates RSA 126-U (NH Restraint and Seclusion Law) and also believes or suspects that such violation constitutes misconduct, shall report the conduct to the Superintendent or designee within 24 hours.

Any employee who has reason to believe that another employee has engaged in conduct that violates RSA 126-U (NH Restraint and Seclusion Law) and also believes or suspects that such violation constitutes abuse or neglect, shall report the conduct to the

**Department of Superintendent or designee, as well as the Department of Human Services and the**

**Education's Bureau of Credentialing**

In the event of a physical restraint, seclusion, or intentional physical contact with students who are actively combative, assaultive, or self injurious, school officials shall comply with all state-mandated notification and record keeping requirements.

Reference: JKAA-R – Procedures on Use of **Child Student** Restraint and Seclusion

Legal References:

RSA 126-U:1 to 14 **Ed 1200-1203 Ed 510**

Adopted: December 2, 2010

Revised: May 7, 2015



## CANDIA SCHOOL DISTRICT

**PROCEDURES ON USE OF CHILD STUDENT RESTRAINT AND SECLUSION**

The Candia School District hereby establishes the following procedures to describe how and in what circumstances restraint or seclusion is used in this District. The procedures are adopted for the purpose of meeting the District's obligations under state law governing the use of restraints and seclusion. The procedures shall be interpreted in a manner consistent with state law and regulations.

***I. Definitions.***

**Restraint.** Any bodily physical restriction, mechanical devices, or any device that immobilizes a person or restricts the freedom of movement of the torso, head, arms, or legs. It includes mechanical restraints, physical restraints, and medication restraint used to control behavior in an emergency or any involuntary medication.

Restraint shall not include the following:

- (1) A brief touching or holding to calm, comfort, encourage, or guide a **child student**, so long as there is no limitation on the **child's student's** freedom of movement.
- (2) The temporary holding of the hand, wrist, arm, shoulder, or back for the purpose of inducing a **child student** to stand, if necessary, and then walk to a safe location, so long as the **child student** is in an upright position and moving toward a safe location.
- (3) Physical devices, such as orthopedically prescribed appliances, surgical dressings and bandages and supportive body bands, or other physical holding when necessary for routine medical treatment purposes, or when used to provide support for the achievement of functional body position or proper balance or to protect a person from falling out of bed, or to permit a **child student** to participate in activities without the risk of physical harm.
- (4) The use of seat belts, safety belts, or similar passenger restraints during transportation of a **child student** in a motor vehicle.
- (5) The use of force by a person to defend himself or herself or a third person from what the actor reasonably believes to be the imminent use of unlawful force by a **child student**, when the actor uses a degree of such force which he or she reasonably believes to be necessary for such purpose and the actor does not immobilize a **child student** or restrict the freedom of movement of the torso, head, arms, or legs of any **child student**.

The five interventions listed immediately above are not considered "restraint" under these procedures, are not barred or restricted by these procedures, and are not subject to the training or notification requirements that otherwise apply to permissible restraints addressed herein.

**Medication Restraint.** When a **child student** is given medication involuntarily for the purpose of immediate control of the **child's student's** behavior.

**Mechanical Restraint.** When a physical device or devices are used to restrict the movement of a **child student** or the movement or normal function of a portion of his or her body.

**Physical restraint.** When a manual method is used to restrict a **child's student's** freedom of movement or normal access to his or her body.

**Prone restraint.** When a student is intentionally placed face-down on the floor or another surface, and the student's physical movement is limited to keep the student in a prone position. Prone restraints are prohibited physical restraints; the temporary controlling of an individual in a prone position while transitioning to an alternative, safer form of restraint is not considered to be a prohibited form of physical restraint.

### **Dangerous Restraint Techniques.**

- a. **Prone restraint, or any other physical restraint or containment technique Any technique that:**
  - (1) Obstructs a ~~child's~~ **student's** respiratory airway or impairs the ~~child's~~ **student's** breathing or respiratory capacity or restricts the movement required for normal breathing;
  - (2) Places pressure or weight on, or causes the compression of, the chest, lungs, sternum, diaphragm, back or abdomen of a ~~child~~ **student**;
  - (3) Obstructs the circulation of blood;
  - (4) Involves pushing on or into the ~~child's~~ **student's** mouth, nose, eyes, or any part of the face or involves covering the face, or body with anything, including soft objects such as pillows, blankets, or wash clothes, or
  - (5) Endangers a ~~child's~~ **student's** life or significantly exacerbates a ~~child's~~ **student's** medical condition.
- b. Intentional infliction of pain, including the use of pain inducement to obtain compliance.
- c. The intentional release of noxious, toxic, caustic, or otherwise unpleasant substances near the ~~child~~ **student** for the purpose of controlling or modifying the behavior of or punishing the ~~child~~ **student**.
- d. Any technique that subjects the ~~child~~ **student** to ridicule, humiliation, or emotional trauma.

**Seclusion.** The involuntary ~~confinement placement~~ of a ~~child~~ **student** alone in a ~~any room or area place where no other person is present and~~ from which the ~~particular~~ **child student** is unable to exit, either due to physical manipulation by a person, lock, or other mechanical device or barrier, **or from which the student reasonably believes they are not free to leave; or the involuntary confinement of a student to a room or area, separate from their peers, with one or more adults who are using their physical presence to prevent egress.**

Seclusion does not include:

- (1) Tthe** voluntary separation of a ~~child~~ **student** from a stressful environment for the purpose of allowing the ~~child~~ **student** to regain self-control, when such separation is to an area which a ~~child~~ **student** is able to leave;
- (1)(2) The involuntary confinement of a student to a room or an area with an adult who is actively engaging in a therapeutic intervention; or**
- (2)(3) Circumstances in which there is no physical barrier between the child and any other person or and** the ~~child~~ **student** is physically able to leave ~~the place.~~

## **II. Use of Restraint**

1. Restraint as defined in these procedures shall be used only to ensure the immediate physical safety

2. Restraint as defined in these procedures shall only be used by trained personnel and with extreme caution. It should be used only after all other interventions have failed or appear unlikely to succeed based on the student's past history.
3. Use of restraint as defined in these procedures shall be limited to physical restraint. School officials shall not use or threaten to use any dangerous restraint techniques, any inappropriate aversive behavioral interventions, any medication restraints, or any mechanical restraints except as permitted for transporting students.

**3.4. Physical restraint shall be administered in such a way so as to prevent or minimize physical harm.**

### ***III. Use of Seclusion***

1. Seclusion may only be used when a **child's student's** behavior poses a substantial and imminent risk of physical harm to the **child student** or to others, and may only continue until that danger has dissipated.
2. Seclusion shall only be used by trained personnel after other approaches to the control of behavior have been attempted and been unsuccessful, or are reasonably concluded to be unlikely to succeed based on the history of actual attempts to control the behavior of a particular **child student**.
3. Each use of seclusion shall be directly and continuously visually and auditorially monitored by a person trained in the safe use of seclusion.
4. **When seclusion is used, school staff shall designate a co-regulator to monitor the student and develop a plan to help the student manage their state of regulation and their return to a less restrictive setting. The co-regulator shall check the student at regular intervals not to exceed 30 minutes between any one interval. The co-regulator shall be selected and designated in the following order of preference:**
  - a. A trusted adult selected by the student.**
  - b. A clinician or counselor trained in trauma informed practices.**
  - c. A staff member known to have a positive relationship with the student.**
  - a.d. A staff member who was not involved in the incident leading to seclusion.**

### ***IV. Prohibited Use of Restraint or Seclusion***

1. School officials shall not use or threaten to use restraint or seclusion as punishment or discipline for the behavior of **child student**.
2. School officials shall not use or threaten to use medication restraint.
3. School officials shall not use or threaten to use mechanical restraint, except its use is permitted in the transportation of **children students**, as outlined under these procedures.
4. School officials shall not use or threaten to use dangerous restraint techniques, as defined in these procedures.
5. Seclusion shall only be used by trained personnel after other approaches to the control of behavior have been attempted and been unsuccessful, or are reasonably concluded to be unlikely to succeed based on the history of actual attempts to control the behavior of a particular **child student**.
6. Seclusion shall not be used in a manner that unnecessarily subjects the child student to the risk of ridicule, humiliation, or emotional or physical harm.



## ***V. Authorization and Monitoring of Extended Restraint & Length of Restraint***

When restraint may permissibly be used on a **child student**, school officials must comply with the following procedures:

1. Restraint shall not be imposed for longer than is necessary to protect the **child student** or others from the substantial and imminent risk of serious bodily harm;
2. **Children Students** in restraint shall be continuously and directly observed by personnel trained in the safe use of restraint;

**2.3. During the administration of restraint, the physical status of the student, including skin temperature, color, and respiration, shall be continuously monitored. The child shall be released from restraint immediately if they demonstrate signs of one or more of the following: difficulty breathing; choking; vomiting; bleeding; fainting; unconsciousness; discoloration; swelling at points of restraint; cold extremities, or similar manifestations.**

**3.4.** No period of restraint shall exceed 15 minutes. If restraint is to exceed this time, approval of the Principal or supervisory employee designated by the Principal to provide such approval is required.

**4.5.** No period of restraint shall exceed 30 minutes unless a face-to-face assessment of the mental, emotional and physical well-being of the **child student** is conducted by the Principal or supervisory employee designated by the Principal who is trained to conduct such assessments. The assessment must include a determination of whether the restraint is being conducted safely and for a proper purpose. These assessments must be repeated at least every 30 minutes during the period of restraint and documented in writing pursuant to the notification requirements set forth below.

## ***VI. Restriction of Use of Mechanical Restraints during Transport of Children Students.***

1. Mechanical restraints during the transportation of **children students** are prohibited unless the **child's student's** circumstances dictate the use of such methods. In any event when a **child student** is transported using mechanical restraints, the Principal shall document in writing the reasons for the use of mechanical restraint. This documentation shall be treated as notification of restraint as discussed in paragraph VIII, below.
2. Whenever a **child student** is transported to a location outside a school, the Principal shall ensure that all reasonable measures consistent with public safety are taken to transport and/or escort the **child student**. Such measures should:
  - a. Prevent physical and psychological trauma,
  - b. Respect the **child's student's** privacy, and
  - c. Represent the least restrictive means necessary for the safety of the **child student**.

## ***VII. Room Conditions for a Seclusion Area***

When permitted by this chapter, seclusion may only be imposed in rooms which:

- (a) Are of a size which is appropriate for the chronological and developmental age, size, and behavior of the **children students** placed in them.
- (b) Have a ceiling height that is comparable to the ceiling height of the other rooms in the building in which they are located.

(c) Are equipped with heating, cooling, ventilation, and lighting systems that are comparable to the systems that are in use in the other rooms of the building in which they are located.

(d) Are free of any object that poses a danger to the **children students** being placed in the rooms.

(e) Have doors which are either not equipped with locks, or are equipped with devices that automatically disengage the lock in case of an emergency. For the purposes of this subparagraph, an "emergency" includes, but is not limited to:

(1) The need to provide direct and immediate medical attention to a **child student**;

(2) Fire;

(3) The need to remove a **child student** to a safe location during a building lockdown; or

(4) Other critical situations that may require immediate removal of a **child student** from seclusion to a safe location.

(f) Are equipped with unbreakable observation windows or equivalent devices to allow the safe, direct, and uninterrupted observation of every part of the room.

#### ***VIII. Notice and Record Keeping Requirements***

1. Unless prohibited by a court order, a school official shall verbally notify the parent or guardian and guardian ad litem of a restraint or seclusion no later than the time of the return of the **child student** to the parent or guardian on that same day, or the end of the business day, whichever is earlier. Notice shall be made in a manner calculated to provide actual notice of the incident at the earliest practicable time.
2. A school employee who uses restraint or seclusion shall submit a written report to the building principal or the principal's designee within 5 business days after that intervention. If the school employee is not available to submit such a report, the employee's supervisor shall submit such a report within the same time frame. If the principal uses restraint or seclusion, he/or she shall submit a written report to the Superintendent, or his/her designee, within 5 business days. Any report addressed in this section shall contain the following information:
  - a. The date, time and duration of the restraint or seclusion;
  - b. A description of the actions of the **child student** before, during, and after the occurrence; a description of any other relevant events preceding the use of restraint or seclusion, including the justification for initiating the restraint or seclusion.
  - c. The names of the persons involved in the occurrence;
  - d. A description of the actions of the school employees involved before, during, and after the occurrence;
  - e. A description of any interventions used prior to the restraint or seclusion;
  - f. A description of the seclusion or restraint used, including any hold used and the reason the hold was necessary;
  - g. A description of any injuries sustained by, and any medical care administered to, the **child student**, employees, or others before, during, or after the use of restraint or seclusion;
  - h. A description of any property damage associated with the occurrence;
  - i. A description of actions taken to address the emotional needs of the **child student** during and following the incident;
  - j. A description of future actions to be taken to control the **child's student's** problem behaviors;
  - k. The name and position of the employee completing the notification; and

- I. The anticipated date of the final report.
3. Unless prohibited by court order, the Principal or other designee shall, within 2 business days of receipt of the written report described above, send or transmit by first class mail or electronic transmission to the **child's student's** parent or guardian and guardian ad litem the information contained in that written report. Within the same time frame, the Principal shall also forward any such report to the Superintendent for retention in that office.
4. Each written report referenced in this section shall be retained by the school and shall be made available for periodic, regular review consistent with any rules that may be adopted by the state board of education for that purpose.

#### ***IX. Employee Duty To Report***

1. Any employee who has reason to believe that another employee has engaged in conduct that violates RSA 126-U (NH Restraint and Seclusion Law) and also believes or suspects that such violation constitutes misconduct, shall report the conduct to the Superintendent or designee within 24 hours.
2. Any employee who has reason to believe that another employee has engaged in conduct that violates RSA 126-U (NH Restraint and Seclusion Law) and also believes or suspects that such violation constitutes abuse or neglect, shall report the conduct to the Superintendent or designee, as well as the Department of Human Services and the Department of Education's Bureau of Credentialing.

#### ***~~IX.X.~~ Serious Injury or Death during Incidents of Restraint or Seclusion.***

1. In cases involving serious injury or death to a **child student** subject to restraint or seclusion, the school district shall, in addition to the notification requirements above, notify the commissioner of the department of education, the attorney general, and the state's federally designated protection and advocacy agency for individuals with disabilities. Such notice shall include a copy of the written report referenced in Section VIII above.
2. "Serious injury" means any harm to the body which requires hospitalization or results in the fracture of any bone, non-superficial lacerations, injury to any internal organ, second or third-degree burns, or any severe, permanent, or protracted loss of or impairment to the health or function of any part of the body.

#### ***~~X.XI.~~ Team Meeting Requirements***

1. After the first incident of restraint or seclusion in a school year for students identified under special education or Section 504, the District shall hold an IEP or 504 meeting to review the student's IEP or 504 plan and make such adjustments as are indicated to eliminate or reduce the future use of restraint or seclusion.
2. Parents may request a 504 or IEP team meeting after any restraint or seclusion incident and that request must be granted "if there have been multiple instances of restraint or seclusion since the last review."

#### ***~~XI.XII.~~ Notice and Records of Intentional Physical Contact***

1. If a school employee has intentional physical contact with a **child student** which is in response to a **child's student's** aggression, misconduct, or disruptive behavior, a school representative shall make reasonable efforts to promptly notify the **child's student's** parent or guardian.

2. Such notification shall be no later than the time of the **child's-student's** return to the parent or guardian on that same day, or the end of the business day, whichever is earlier. Notification shall be made in a manner to give the parent or guardian actual notice of the incident at the earliest practicable time.
3. Within 5 business days of the incident of "intentional physical contact with a **child student** which is in response to a **child's-student's** aggression, misconduct, or disruptive behavior," the school shall prepare a written description of the incident. This description shall include:
  - a) Date and time of the incident;
  - b) Brief description of the actions of the **child student** before, during and after the occurrence;
  - c) Names of the persons involved in the occurrence;
  - d) Brief description of the actions of the school employees involved before, during and after the occurrence; and
  - e) A description of any injuries sustained by, and any medical care administered to, the **child student**, employees, or others before, during or after the incident.
4. If an incident of intentional physical contact amounts to a physical restraint as set forth earlier in these procedures, the school shall meet the notification and record requirements that apply to physical restraint, rather than the requirements that apply to incidents of "intentional physical contact."
5. The notification and record-keeping duties for an incident of intentional physical contact do not apply in the following circumstances:
  - a) When a **child student** is escorted from an area by way of holding of the hand, wrist, arm, shoulder, or back to induce the **child student** to walk to a safe location -- unless the **child student** is actively combative, assaultive, or self injurious while being escorted, and then these requirements do apply.
  - b) When actions are taken such as separating **children students** from each other, or inducing a **child student** to stand, or otherwise physically preparing a **child student** to be escorted.
  - c) When the contact with the **child student** is incidental or minor, such as for the purpose of gaining a misbehaving **child's-student's** attention -- except that blocking of a blow, forcible release from a grasp, or other significant and intentional physical contact with a disruptive or assaultive **child student** shall be subject to the requirement.

#### **~~XII.XIII.~~ Department of Education Review**

1. A parent may file a complaint with the New Hampshire Department of Education regarding the improper use of restraint or seclusion. Resolution of any such complaint should occur within 30 days, with extensions only for good cause.
2. Investigation of any such complaint shall include appropriate remedial measures to address physical and other injuries, protect against retaliation, and reduce the incidence of violations of state standards on restraint and seclusion.

#### **~~XII.XIV.~~ Civil or Criminal Liability**

Nothing in the District's Policy or Procedures on the Use of **Child Student** Restraint should be understood in any way to undercut the protections from civil and criminal liability provided to school

officials for the use of force against a minor consistent with state law found at RSA 627:1, 4 and 6.

**Legal Reference:**

RSA 126-U:1 to 143 (2014); RSA 627:1, 4, 6 **Ed 1200 –1203 Ed 510**

Adopted: May 7, 2015

**INCIDENT REPORT – INTENTIONAL PHYSICAL CONTACT**

Student: \_\_\_\_\_ Date of Incident: \_\_\_\_\_

School/Program: \_\_\_\_\_ Grade: \_\_\_\_\_

Student has: \_\_\_\_\_ IEP \_\_\_\_\_ 504 Plan \_\_\_\_\_ Behavior Plan

Time: \_\_\_\_\_ Location: \_\_\_\_\_

Person Completing Report: \_\_\_\_\_ Title: \_\_\_\_\_

Individuals Involved:

\_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_

**1. Description of the student's behavior before, during, and after the incident.**

---

---

---

---

---

**2. Description of the actions of the school staff before, during, and after the incident:**

---

---

---

---

**3. Description of any injuries to the student, staff, or others. Description of any medical care administered to the student or others.**

---

---

---

---

**Signature of Person Completing Report:** \_\_\_\_\_

**Report Date:** \_\_\_\_\_

**INCIDENT REPORT – PHYSICAL RESTRAINT/SECLUSION**

Student: \_\_\_\_\_ Date of Incident: \_\_\_\_\_

School/Program: \_\_\_\_\_ Grade: \_\_\_\_\_

Student has: \_\_\_\_\_ IEP \_\_\_\_\_ 504 Plan \_\_\_\_\_ Behavior Plan

Incident Involves: \_\_\_\_\_ Restraint(s) \_\_\_\_\_ Seclusion(s) \_\_\_\_\_ Both Restraint(s) and Seclusion(s)

Beginning Time of Each Restraint/Seclusion: \_\_\_\_\_

Ending Time of Each Restraint/Seclusion \_\_\_\_\_

Location: \_\_\_\_\_

Person Completing Report: \_\_\_\_\_ Title: \_\_\_\_\_

Staff Involved in Restraint/Seclusion **(including Co-Regulator):**

\_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_

Others Involved/Observers:

\_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_

**1. Description of the activity the student was engaged in immediately preceding the restraint/seclusion:**


---



---



---

**2. Description of the student's behavior(s) that prompted the restraint/seclusion, including the justification for initiating the use of the restraint/seclusion:**


---



---



---



---

**3. Description of each restraint/seclusion used, including the restraint hold(s) used and the reason the hold was necessary:**

---

---

---

**4. Description of the student's behavior before, during, and after the restraint/seclusion:**

---

---

---

---

---

**5. Description of the actions of the school staff before, during, and after the restraint/seclusion:**

---

---

---

---

**6. Description of the interventions utilized prior to the restraint/seclusion and the student's response(s):**

---

---

---

---

**7. Description of any injuries to the student, staff, or others. Description of any medical care administered to the student or others. Attach any injury reports that were necessitated by the restraint/seclusion.**

---

---

---

---



**8. Description of any property damage associated with the incident:**

---

---

---

---

**9. Description of the actions taken to address the emotional needs of the student during and following the incident. For incidents involving a seclusion, description should include actions taken by the co-regulator to monitor the child and develop a plan to help the child manage their state of regulation and their return to a less restrictive setting.**

---

---

---

---

**10. Description of any future actions to be taken with respect to the student's behaviors:**

---

---

---

---

**11. Anticipated Date of Final Report to Parents: \_\_\_\_\_**

**Signature of Person Completing Report: \_\_\_\_\_ Report Date: \_\_\_\_\_**

**CANDIA SCHOOL DISTRICT  
CROWDFUNDING**

**-NEW-**

The Candia School Board prohibits district employees from engaging in crowdfunding which is defined by the board as the process of utilizing social networks and/or the internet to raise funds for a specific purpose. Groups or individuals may, with the approval of the Superintendent, attempt to raise funds by various means, for causes that have been demonstrated to be directly beneficial to the stated educational and organizational objectives of the Candia School District.

**CANDIA SCHOOL DISTRICT  
ACADEMIC HONESTY AND INTEGRITY**

**-NEW-**

All students are expected to demonstrate academic integrity and honesty. Students are expected to put forth their best effort on assessments and other assignments. Students are expected to demonstrate respect towards their instructors and peers. Engaging in any form of cheating or academic dishonesty does not permit students to realize the full extent of their educational experience or their full academic potential. These expectations are directly related to the Board's educational objectives for students to learn to be responsible for and accept the consequences of their behavior.

**CANDIA SCHOOL DISTRICT  
PUBLIC GIFTS/DONATIONS**

**-NEW-**

Gifts from organizations, community groups and/or outside individuals, which will benefit the District, shall be encouraged. A gift shall be defined as money, real or personal property, and personal services provided without consideration.

Individuals or groups contemplating presenting a gift to a school or the District shall be encouraged to discuss in advance with the Building Principal or the Superintendent what gifts are appropriate and needed.

The Board reserves the right to refuse any gift that does not contribute to the achievement of the District's goals, or in which the ownership of the gift would tend to deplete the resources of the District. In determining whether a gift will be accepted, consideration shall be given to District Policies, School District goals and objectives (with particular emphasis on the goal of providing equal educational opportunities to all students) and adherence to basic principles outlined in the regulation that accompanies this policy.

The Superintendent may accept gifts in the amount of \$500 or less. Gifts in excess of \$500 may only be accepted by the Board. Additionally, pursuant to RSA 198:20-b, III, gifts in the amount of \$5000 or more shall require the Board to hold a public hearing regarding any action to be taken with the gift. For gifts of less than \$5000, the Board will post notice of the gift in the agenda of the next regularly scheduled Board meeting and will include notice in the minutes of the meeting in which the gift is discussed. The acceptance of all gifts will be made in public session.

Any gift accepted shall become the property of the district, may not be returned without the approval of the Board, and is subject to the same controls and regulations as are other properties of the District. The Board shall be responsible for the maintenance of any gift it accepts.

At the time of acceptance of the gift, there will be a definite understanding with regard to the use of the gift, including whether it is intended for the use of one particular school or all schools in the District. The Board will make every effort to honor the intent of the donor in its use of the gift, but reserves the right to utilize any gift it accepts in the best interest of the educational program of the District. In no case shall acceptance of a gift be considered to be an endorsement by the Board of a commercial product, business enterprise or institution of learning.

It is the responsibility of the Superintendent or designee to process the appropriate forms to update the District's inventory and to notify the donor of acceptance or rejection of a gift.

Voluntary contributions by District employees of supplies or other minor items of personal property to be used in classrooms or school programs with an aggregate value over the school year of less than \$250 are permitted without further approval or documentation. Receipt of voluntary contributions being made by District employees with a value of \$250 or more must be approved as required in this policy for gifts from individuals not employed by the District.

Active solicitation of gifts to be received by the District, including by any school, classroom, or program in the District, including soliciting gifts through online crowd funding web sites must be approved in advance by the Superintendent where the value of the gift sought is less than \$500 and by the Board where the value of the gift sought is \$500 or greater.

Neither the Candia School Board, the Superintendent, nor any employee of the Candia School District shall allow the contribution of a gift or donation to influence in any way the decision making process with regard to the affairs of the district.

**CANDIA SCHOOL DISTRICT**  
**SEXUAL HARASSMENT AND SEXUAL VIOLENCE-EMPLOYEES**

**SEXUAL DISCRIMINATION, HARASSMENT AND VIOLENCE**

**I. PURPOSE**

The purpose of this policy is to maintain a working environment that is free from sexual discrimination, harassment and violence, or other improper or inappropriate behavior that may constitute harassment as defined below.

Sexual discrimination, harassment, and violence are against the law and school board policy. Any form of sexual discrimination, harassment or violence is strictly prohibited.

It is a violation of this policy for any employee to harass a student, employee or person within the District through conduct or communication of a sexual nature as defined by this policy. It is a violation of this policy for any employee to be sexually violent toward another employee, or person within the District.

The District will investigate all formal complaints of sexual harassment, discrimination, or sexual violence in accordance with the grievance procedures in this policy, and will discipline any employee who sexually discriminates, harasses or is sexually violent toward another person within the District. For all complaints the District will offer supportive measures to both complainants and respondents.

**II. TITLE IX COORDINATOR**

The District's Title IX Coordinator is: The District's Title IX Coordinator is: Superintendent of Schools **Director of Human Resources**, 90 Farmer Rd., Hooksett, NH 03106, [wreanick@ksang@sau15.net](mailto:wreanick@ksang@sau15.net) 603-622-3731 x 4018.

The Title IX Coordinator is responsible for coordinating the District's efforts to comply with Title IX, including coordinating the effective implementation of supportive measures and effective implementation of remedies.

The Title IX Coordinator's responsibilities include establishing a process to notify applicants for employment and admission, employees, and all unions of the Title IX Coordinator's name or title, office address, e-mail address and telephone number.

The District shall post the Title IX Coordinator's title or name, office address, e-mail address and telephone number in conspicuous places throughout school buildings, on the District's website, and in each handbook.

**III. SEXUAL DISCRIMINATION, HARASSMENT/SEXUAL VIOLENCE DEFINED**

Sexual discrimination is discrimination based on sex in the District's education programs or activities and extends to employment and admissions.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual

nature that satisfies one or more of the following:

1. An employee of the District conditions the provision of an aid benefit, or service on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
3. Sexual assault as defined in 20 U.S.C. §1092(f)(6)(A)(v) dating violence as defined in 34 U.S.C. §12291(a)(10), domestic violence as defined in 34 U.S.C. §12291(a)(8) or stalking as defined in 34 U.S.C. §12291(a)(30).

Sexual harassment may include, but is not limited to:

1. Verbal harassment and/or abuse of a sexual nature;
2. Subtle pressure for sexual activity;
3. Inappropriate patting, pinching or other touching;
4. Intentional brushing against a person's body;
5. Demanding sexual favors accompanied by implied or overt threats;
6. Demanding sexual favors accompanied by implied or overt promises of preferential treatment;
7. Any sexually motivated unwelcome touching; or
8. Sexual violence that is a physical act of aggression that includes a sexual act or sexual purpose.

Throughout this policy reference to sexual harassment includes sexual discrimination and violence.

#### **IV. REPORTING PROCEDURES**

Any employee who believes he or she has been the victim of sexual harassment should report the alleged act(s) immediately to their immediate supervisor. That employee shall then report the allegation immediately to an appropriate District official, as designated by this policy. The District encourages the reporting employee to use the report form available from the Principal of each building or available from the Superintendent's office.

1. In each building, the Principal is the person responsible for receiving oral or written reports of sexual harassment. Upon receipt of a report, the Principal must notify the Title IX Coordinator immediately without screening or investigating the report. If the report was given verbally, the Principal shall reduce it to written form within twenty-four (24) hours and forward it to the Title IX Coordinator. Failure to forward any sexual harassment report or complaint as provided herein will result in disciplinary action. If the complaint involves the building Principal or designee the complaint shall be filed directly with the Title IX Coordinator.
2. The designated person to receive any report or complaint of sexual harassment and sexual violence is the Title IX Coordinator. If the complaint involves the Title IX Coordinator, the complaint shall be filed directly with the Superintendent.
3. Any person may also report sexual harassment in person, by mail, telephone or e-mail to the Title IX Coordinator at any time including non-business hours.
4. Submission of a complaint or report of sexual harassment will not affect the employee's standing in school, future employment, or work assignments.

## **V. DISTRICT'S RESPONSE TO ALL COMPLAINTS OF SEXUAL HARASSMENT**

The District will respond promptly and in a manner that is reasonable in light of the known circumstances when it has actual knowledge of sexual harassment in its education programs or activities. Actual knowledge means notice to any employee of the District. Education programs or activities are locations, events, or circumstances over which the District exercised substantial control over both the alleged perpetrator of sexual harassment (the respondent) and the context in which the sexual harassment occurs.

The District will treat complainants and respondents equitably by offering supportive measures and following the grievance process before the imposition of any disciplinary sanctions or other non-supportive measures against the respondent. The District may place an employee on administrative leave during the pendency of the grievance process.

The District may remove a respondent from its education programs or activities on an emergency basis based upon an individualized safety and risk analysis that determines that the respondent poses an immediate threat to the physical health or safety of any employee or other individual arising from the allegations of sexual harassment. The District shall provide the respondent with notice and an opportunity to challenge the decision immediately upon removal.

The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

These provisions do not modify rights under the IDEA, Section 504, or the ADA.

The District's response shall not restrict rights protected by the United States Constitution including the First, Fifth, and Fourteenth Amendments.

## **VI. SUPPORTIVE MEASURES**

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed which are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, shadowing, mutual restrictions on contact between parties, changes in work or school locations, leaves of absence, increased security and monitoring of certain areas of the school, and other similar measures.

The District will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures.

## **VII. FORMAL COMPLAINTS**

A formal complaint is a document filed by a person who is alleged to be the victim of conduct that could constitute sexual harassment (the complainant) or signed by the Title IX Coordinator and requesting that the District investigate the allegation of sexual harassment. The formal complaint



may be filed with the Title IX Coordinator in person, by mail, or e-mail and must contain the complainant's physical or digital signature or otherwise indicate that the complainant is the person filing the formal complaint.

Parents or legal guardians may file complaints on behalf of their children.

The complainant's wishes with respect to investigating a complaint should be respected unless the Title IX Coordinator determines that the Title IX Coordinator's signing a formal complaint over the complainant's wishes is not clearly unreasonable in light of the known circumstances.

The Title IX Coordinator may in his/her discretion consolidate formal complaints where the allegations arise out of the same facts.

In response to a formal complaint, the District will follow the grievance procedures in this policy.

## **VIII. GRIEVANCE PROCEDURE FOR FORMAL COMPLAINTS**

### **A. Notice of Allegations**

The Title IX Coordinator upon receipt of a formal complaint shall provide written notice to the complainant and respondent of the following:

1. The allegations including the date and location of the alleged incident, if known;
2. A statement that the respondent is presumed not responsible for the alleged conduct and a determination of responsibility will be made at the conclusion of the grievance process;
3. The complainant and respondent may have an advisor of their choice who may but is not required to be an attorney and may inspect and review evidence during the investigation;
4. Provisions in the District's code of conduct that prohibit knowingly making false statements or knowingly submitting false information;
5. A copy of this Title IX policy.

### **B. Grievance Procedure Requirements**

1. Both the complainant and respondent shall have an equal opportunity to submit and review evidence throughout the investigation;
2. The District will use trained Title IX personnel to objectively evaluate all relevant evidence without prejudgment of the facts at issue and free from conflicts of interest or bias for or against either party.
3. The District will protect the parties' privacy by requiring a party's written consent before using the party's medical, psychological or similar treatment records during a grievance process.
4. The District will obtain the parties' voluntary written consent before using any kind of informal resolution process, such as mediation or restorative justice, and not use an informal process where an employee allegedly sexually harassed a student.
5. The District will apply a presumption that the respondent is not responsible during the

- grievance process so that the District bears the burden of proof and the standard of evidence is applied correctly.
6. The District will use the preponderance of the evidence standard for formal complaints against students and employees.
  7. The District will ensure the decision-maker for determining responsibility is not the same person as the investigator or the Title IX Coordinator.
  8. The District will permit the parties to submit written questions for the other parties and witnesses to answer before determining responsibility.
  9. The District will protect all complainants from inappropriately being asked about prior sexual history.
  10. The District will not restrict the parties' ability to discuss the allegations under investigation or to gather and produce relevant evidence.
  11. The District will send both parties a written determination regarding responsibility explaining how and why the decision-maker reached conclusions.
  12. The District will effectively implement remedies for a complainant if a respondent is found responsible for sexual harassment.
  13. The District will offer both parties an equal opportunity to appeal.
  14. The District will protect all individuals, including complainants, respondents, and witnesses, from retaliation for reporting sexual harassment, or participating or refusing to participate in any Title IX grievance process.
  15. The District will make all materials used to train Title IX personnel publicly available on the District's website.
  16. The District will document and keep records of all sexual harassment complaints, investigations, and training for seven (7) years.

## **IX. INVESTIGATION**

The Title IX Coordinator (or the Superintendent, if the Title IX Coordinator is the subject of the complaint), upon receipt of a formal complaint alleging sexual harassment shall immediately authorize an investigation. This investigation may be conducted by District officials or by a third party designated by the District. The investigating party shall provide a written report of the status of the investigation within ten (10) working days to the Title IX Coordinator. If the Title IX Coordinator is the subject of the complaint, the report shall be submitted to the Superintendent.

In determining whether alleged conduct constitutes sexual harassment, the District should consider the surrounding circumstances, the nature of the sexual advances, relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes sexual harassment or sexual violence requires a determination based on all the facts and surrounding circumstances.

The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other

methods and documents deemed pertinent by the investigator.

If during the investigation, the District decides to investigate allegations not in the formal complaint, the Title IX Coordinator shall provide written notice to the parties of the additional allegations.

The District shall provide to a party whose participation is invited or expected written notice of the date, time, location, participants and purposes of all investigative interviews, other meetings, or hearings with sufficient time for the party to prepare to participate.

Prior to the conclusion of the investigation, the investigator shall provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations in the formal complaint including evidence that the investigator does not intend to rely upon. Each party shall have an opportunity to respond to the evidence.

Prior to the completion of the investigation report, the investigator must send to each party and the party's advisor, if any, either in electronic format or hard copy the evidence subject to inspection and review. The parties shall have at least ten (10) days to submit a written response.

The investigator shall create an investigation report fairly summarizing the relevant evidence. The investigator shall send each party and the party's advisor, if any, a copy of the investigation report either in electronic format or hard copy. The parties have ten (10) days to review the investigation report and file a written response.

## **X. DETERMINING RESPONSIBILITY**

A decision-maker who is not the Title IX Coordinator or investigator must issue a written determination regarding responsibility based on a preponderance of evidence.

Before reaching a determination, the decision-maker must provide each party the opportunity to submit written, relevant questions of any party or witness provide both parties with the answers, and allow for additional, limited follow-up questions. If the decision-maker determines a question is not relevant, the decision-maker must provide a written explanation to the party proposing the question.

## **XI. WRITTEN DETERMINATION OF RESPONSIBILITY**

The decision-maker's written determination must include:

1. An identification of the allegations potentially constituting sexual harassment;
2. A description of the procedural steps taken by the District from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
3. Findings of fact supporting the determination;
4. Conclusions regarding the application of the District's code of conduct to the facts;
5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District imposes on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and
6. The District's procedures and permissible bases for the complainant and respondent to appeal.

The District must provide the written determination to the parties simultaneously.

The responsibility determination becomes final either on the date that the District provides the parties with the written determination of the result of the appeal, if an appeal is filed; or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

## **XII. DISMISSAL OF FORMAL COMPLAINT**

### **A. Mandatory Dismissal**

If the allegations in the formal complaint are not sexual harassment even if proved; or did not occur in the District's education program or activity; or did not occur against a person in the United States, the District will dismiss the formal complaint.

### **B. Permissive Dismissal**

The District may dismiss the formal complaint, or any allegations, if at any time during the investigation a complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint, or any allegations therein; or the respondent is no longer enrolled or employed by the District; or specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

The District shall promptly send to the parties simultaneously written notice of the dismissal and reasons.

## **XIII. APPEALS**

Within ten (10) days of the receipt of the written determination, the complainant and respondent may appeal to the Superintendent the dismissal of a formal complaint or any allegations; or the determination of responsibility for the following reasons:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
3. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The Superintendent shall notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties.

In the appeal, both parties shall have a reasonable, equal opportunity to submit a written statement in support of, or challenging the outcome. The Superintendent shall issue a written decision describing the result of the appeal, the rationale for the result, and provide the written decision simultaneously to both parties within ten (10) days of receiving all information submitted by the parties.

## **XIV. REPRISAL/RETALIATION**

No person may intimidate, threaten, coerce, or discriminate against any individual for the purpose

of interfering with any right or privilege secured by Title IX, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this part. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation.

The District will keep confidential the identity of any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA, or as required by law, or to carry out Title IX, including the conduct of any investigation, hearing of judicial proceeding arising thereunder.

Complaints alleging retaliation may be filed according to the grievance procedures for sex discrimination.

The exercise of rights protected under the First Amendment does not constitute retaliation.

#### **XV. ALLEGED CONDUCT NOT PROHIBITED UNDER TITLE IX**

Allegations of conduct that are not prohibited by Title IX may be investigated under the District's other policies and rules of conduct.

#### **XVI. SEXUAL HARASSMENT OR SEXUAL VIOLENCE AS CHILD ABUSE OR SEXUAL ABUSE**

Under certain circumstances, sexual harassment or sexual violence may constitute child abuse or sexual abuse under New Hampshire law. In such situations, the District shall comply with said laws including any reporting obligations.

#### **XVII. DISCIPLINE**

The School District will take such disciplinary action it deems necessary and appropriate, including warning, suspension or immediate discharge to end sexual harassment and sexual violence and prevent its recurrence.

#### **XVIII. ALTERNATIVE COMPLAINT PROCEDURES, LEGAL REMEDIES, AND INQUIRIES ABOUT TITLE IX**

At any times, whether or not an individual files a complaint or report under this policy, an individual may file a complaint with the Office for Civil Rights ("OCR"), of the United States Department of Education, or with the New Hampshire Commission for Human Rights.

1. Office for Civil Rights, U.S. Department of Education, 5 Post Office Square, 8<sup>th</sup> Floor, Boston, MA 02019-3921; Telephone number (617) 289-0111; Fax number (617) 289-0150; E-mail [OCR.Boston@ed.gov](mailto:OCR.Boston@ed.gov).
2. New Hampshire Commission for Human Rights, 2 Industrial Park Drive, Concord, NH 03301; Telephone number (603) 271-2767; E-mail [humanrights@nh.gov](mailto:humanrights@nh.gov).

Notwithstanding any other remedy, any person may contact the police or pursue a criminal prosecution under state or federal criminal law.

Inquiries about the application of Title IX may be referred to the Title IX Coordinator, the Assistant Secretary of the United States Department of Education, or both.

#### **XIX. RECORD KEEPING**

The District must maintain all records relating to a sexual harassment complaint, investigation, and training for seven (7) years.

Legal Reference:

Title IX

NH Code of Administrative Rules, Section Ed. 303.01(j), Substantive Duties of School Boards; Sexual Harassment Policy

NH Code of Administrative Rules, Section 306.04(a)(9), Sexual Harassment

Adopted: June 11, 1985

Adopted: June 1, 2000

Revised: June 7, 2007

Reviewed: June 6, 2019

Revised: June 3, 2021, November 2, 2023

**CANDIA SCHOOL DISTRICT**  
**NON-DISCRIMINATION**

The Candia School District in accordance with the requirements of federal and state laws, and of regulations which implement those laws declares that the school district shall not discriminate in its education programs, activities or employment practices on the basis of race, color, national origin, age, gender, sexual orientation, religion, sex, gender identity, creed, marital, familial or economic status, physical or mental disability or disability under the provisions of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, and the IDEA of 1990, or any other classes protected under RSA 354-A. Any person having inquiries concerning the school district's compliance with the regulations implementing these laws may contact the office of the Superintendent of Schools.

The person designated to handle inquiries regarding nondiscrimination policies for the Candia School District is:

**Superintendent of Schools**  
**Director of Human Resources**  
Candia School District, SAU #15  
90 Farmer Road  
Hooksett, NH 03106-2125  
(603) 622-3731

Inquiries regarding the application of nondiscrimination policies may also be referred to the US Department of Education, Office for Civil Rights, 33 Arch Street, Ninth Floor, Boston, MA 02110.

**Complaint and Reporting Procedures.**

Any person who believes that he or she has been discriminated against, harassed, or bullied in violation of this policy by any student, employee, or other person under the supervision and control of the school system, or any third person who knows or suspects conduct that may constitute discrimination, harassment, or bullying, should contact the District Human Rights Officer, or otherwise as provided in the policies referenced below under this same heading.

Any employee who has witnessed, or who has reliable information that another person may have been subjected to discrimination, harassment, or bullying in violation of this policy has a duty to report such conduct to his/her immediate supervisor, the District Human Rights Officer, or as provided in one of the policies or administrative procedures referenced below under this same heading. Additionally, employees who observe an incident of harassment or bullying are expected to intervene to stop the conduct in situations in which they have supervisory control over the perpetrator and it is safe to do so. If an employee knows of an incident involving discrimination, harassment, or bullying and the employee fails to report the conduct or take proper action or knowingly provides false information in regard to the incident, the employee will be subject to disciplinary action up to, and including, dismissal.

Investigations and resolution of any complaints shall be according to the policies listed below and related administrative procedures or regulations. Complaints or reports regarding matters not covered in one or the other of those policies should be made to the District Human Rights Officer.

1. Reports or complaints of sexual harassment or sexual violence by employees or third party contractors should be made under Board policy GBAA.
2. Reports or complaints of sexual harassment or sexual violence by students should be made under Board policy JBAA.

3. Reports or complaints of discrimination on the basis of disability should be made under Board policy AC, except for complaints regarding facilities accessibility by disabled non-students or employees, which should be made under Board policy KED; and

4. Reports or complaints of bullying or other harassment of pupils should be made under Board policy JICK.

#### Alternative Complaint Procedures and Legal Remedies.

At any time, whether or not an individual files a complaint or report under this Policy, an individual may file a complaint with the Office for Civil Rights ("OCR"), of the United States Department of Education, or with the New Hampshire Commissioner for Human Rights.

1. Office for Civil Rights, U.S. Department of Education, 5 Post Office Square, 8<sup>th</sup> Floor, Boston, MA 02109-3921; Telephone number: (617) 289-0111; Fax number: (617) 289-0150; Email: [OCR.Boston@ed.gov](mailto:OCR.Boston@ed.gov)

*Note:* Complaints to OCR must be filed in writing no later than 180 days after the alleged act(s) of discrimination. OCR may waive its 180 day time limit based on OCR policies and procedures.

2. New Hampshire Commission for Human Rights, 2 Industrial Park Drive, Concord, NH 03301; Telephone number: (603) 271-2767; Email: [humanrights@nh.gov](mailto:humanrights@nh.gov)

Notwithstanding any other remedy, any person may contact the police or pursue a criminal prosecution under state or federal criminal law.

#### Retaliation Prohibited.

No reprisals or retaliation of any kind will be taken by the Board or by any District employee against the complainant or other individual on account of his or her filing a complaint or report or participating in an investigation of a complaint or report filed and decided pursuant to this policy, unless that person knew the complaint or report was false or knowingly provided false information.

#### Staff Assigned Roles

Human Rights Officer-Human Resource Director

Title IX Coordinator-~~Superintendent of Schools~~ **Director of Human Resources**

504 Coordinator-School Counselor

This policy will be reviewed every two years.

#### Legal Reference:

RSA 354-A:7, Unlawful Discrimination Practices

RSA 354-A:6, Opportunity for Employment without Discrimination a Civil Right

Adopted: November 8, 1989

Revised: September 10, 1992

Re-Adopted: June 8, 1999

Revised: March 16, 2001

Re-Adopted: June 2, 2005

Revised: January 3, 2019, November 7, 2019, June 4, 2020

Reviewed: June 3, 2021, May 5, 2022, May 4, 2023

Revised: November 2, 2023



**CANDIA SCHOOL DISTRICT  
FACILITIES OR SERVICES - GRIEVANCE PROCEDURE (SECTION 504)**

The Superintendent of Schools, **or designee**, is designated as the Section 504, Americans with Disabilities Act, Title VI, and Title IX Coordinator. A complaint regarding a violation of law shall be subject to a grievance procedure that provides for the prompt and equitable resolution of disputes from all students, employees, and staff of the District.

Upon request, the building principal or his/her designee will provide a copy of the District's grievance procedures. The person who believes he/she has a valid basis for a grievance shall discuss the grievance informally and on a verbal basis with the building administrator, who shall in turn investigate the complaint and respond to the complainant. If not satisfied with the response, the complainant may initiate formal procedures according to the following steps:

- Step 1** A written statement of the grievance signed by the complainant shall be submitted to the building coordinator of the school in which the violation is alleged to have occurred within five (5) school days of receipt of answer to the informal complaint. The building coordinator shall communicate his/her decision to the aggrieved party in writing within five (5) days of receipt of the written grievance. If the building coordinator is the person charged with the violation, the grievant may submit the complaint to the Section 504 Coordinator for the Candia School District.
- Step 2** The aggrieved party, no later than five (5) school days after receipt of the building coordinator's decision, may appeal the building coordinator's decision to the Candia School District's Section 504 Coordinator. The appeal to the Candia School District's Section 504 Coordinator must be made in writing reciting the matter submitted to the principal and the aggrieved party's dissatisfaction with decisions previously rendered. The Candia School District's Section 504 Coordinator shall meet with the aggrieved party to attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) school days. The Assistant Superintendent of Schools shall communicate his/her decision in writing to the aggrieved party and the building coordinator no later than five (5) school days after the meeting.
- Step 3** If the grievance is not resolved to the aggrieved party's satisfaction, the aggrieved party, no later than five (5) school days after receipt of the Candia School District's Section 504 Coordinator decision, may submit a written request for a hearing with the local School Board regarding the alleged discrimination through the Superintendent of Schools. The hearing will be held within thirty (30) calendar days of the written request. The School Board must provide the aggrieved party with a written decision on the appeal within ten (10) calendar days after the hearing.
- Step 4** The decision of the School Board is final pending any further legal recourse as may be described in current local district, state or federal statutes pertaining to Section 504 of the Rehabilitation Act of 1973.

A copy of the regulations on which this notice is based may be found in the Section 504 Coordinator's office. During all steps of this complaint process, the aggrieved party and the Candia School District may continue to negotiate a mutual solution to the alleged discrimination. Upon such a mediated agreement, the procedure would be terminated.

Adopted: September 12, 2002  
Revised: August 2, 2007

*Legal Reference:*  
*Section 504 of the Rehabilitation*  
*Act of 1973, 34 CFR § 104.7(b)*

**CANDIA SCHOOL DISTRICT  
FIELD TRIPS AND EXCURSIONS**

The Principal must approve all field trips.

The teacher, in requesting permission to take his/her class away from school grounds, shall submit the details, including educational objectives and specifies ties to the curriculum, of such a trip to the Principal. A consent form shall be sent to the parents of each child participating for a signature and return. This is to be done after the field trip has been authorized. No child may leave the school grounds on a field trip unless the form has been signed by the parents or legal guardian.

Consent forms, signed by a parent or legal guardian, of those attending shall be filed with the teacher before the trip.

Arrangements for financing all field trips must be made prior to the trip. If student contributions are involved, the necessary funds must be in the hands of the teacher before the trip will be taken.

Any overnight or out-of-state field trips must have the approval of the Board. **Sleeping quarters will be shared by those of the same sex.**

Field trips that occur on an annual basis must be approved by the Board every year.

Adopted: October 12, 1983  
Revised: February 8, 1984  
Revised: May 7, 1987  
Revised: July 14, 1987  
Adopted: November 2, 2000  
Revised: May 7, 2009  
Reviewed: January 3, 2019

REQUEST FOR EDUCATIONAL FIELD TRIP

At least **four** weeks before the proposed day of any field trip the teacher shall supply the following information to the principal in duplicate.

Grade: \_\_\_\_\_ School: Henry W. Moore School Date: \_\_\_\_\_

Trip: \_\_\_\_\_

\_\_\_\_\_

Date of Trip: \_\_\_\_\_ Estimated Miles: \_\_\_\_\_

Departure Time: \_\_\_\_\_ Return by: \_\_\_\_\_

Number of Pupils: \_\_\_\_\_ Adults: \_\_\_\_\_

Teacher(s): \_\_\_\_\_

Number of Buses: \_\_\_\_\_

Number of Chaperones: \_\_\_\_\_

Cost to Student: \_\_\_\_\_

Educational Objectives:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Principal

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent

Does Require School Board Approval\* Date: \_\_\_\_\_

Does Not Require School Board Approval

**See Policy IJOA\* - "Any overnight or out-of-state field trips"**

**Sleeping quarters will be shared by those of the same sex.**

Adopted: June 9, 2009

Reviewed: January 3, 2019

Revised: November 2, 2023

**School Administrative Unit #15  
Candia Pupil Accounting  
Monthly Enrollment**

**DATE: February 1, 2024**

<b>Grade</b>	<b>TOTAL</b>	<b>Section</b>	<b>Average Class Size</b>
<b>K</b>	35	3	12
<b>1</b>	29	2	15
<b>2</b>	25	2	13
<b>3</b>	36	3	12
<b>4</b>	33	2	17
<b>5</b>	22	1	22
<b>6</b>	26	2	13
<b>7</b>	32	2	16
<b>8</b>	32	2	16
<b>TOTAL</b>	270	19	14

<b>February 2023</b>	<b>October 2023</b>
29	37
23	28
40	25
32	37
22	34
27	21
32	26
31	31
38	31
274	270

**School Administrative Unit #15  
Candia Pupil Accounting  
High School Monthly Enrollment**

**DATE: February 1, 2024**

<b>School</b>	<b>Grade 9</b>	<b>Grade 10</b>	<b>Grade 11</b>	<b>Grade 12</b>	<b>TOTAL</b>	<b>February 2023</b>
<b>Pinkerton Academy</b>	43	22	37	37	<b>139</b>	<b>134</b>
<b>Private/Other</b>	0	3	0	0	<b>3</b>	<b>6</b>
<b>TOTAL</b>	<b>43</b>	<b>25</b>	<b>37</b>	<b>37</b>	<b>142</b>	<b>140</b>