

CANDIA SCHOOL BOARD
Thursday, October 5, 2023
New Staff Meet and Greet--5:30 p.m.
Board Meeting-- 6:00 p.m.
Henry W. Moore School Media Center
AGENDA

- I. CALL TO ORDER** – Matt Woodrow, Board Chair
- II. PLEDGE OF ALLEGIANCE** – Gretchen Greco/Stella Kennedy
- III. PROOF OF POSTING** – Superintendent Bill Rearick
- IV. MINUTES**
 - A. Approval of Board Retreat Minutes of August 31, 2023*
 - B. Approval of Non-Public, Sealed, Board Meeting Minutes of August 31, 2023
- V. OPPORTUNITY FOR PUBLIC TO ADDRESS THE BOARD**
- VI. SUPERINTENDENT’S REPORT***
- VII. REPORTS**
 - A. Reports of Administrators*
 - B. Reports of Standing Committees
- VIII. NEW BUSINESS**
 - A. Goals*
 - B. ADA Playground-Discussion
 - C. Exit Survey-Discussion
 - D. Streaming Board Meetings-Discussion
 - E. Approval CEA Contract (3 year contract)
 - F. Approval CESPAC Contract (years 2/3)
 - G. Deliberative Session Date
- IX. FINANCIAL**
 - A. Expenditure Report*
 - B. Manifest Approvals
- X. POLICIES**
 - A. AC Non-Discrimination, CB School Superintendent, GBAA and JBAA Sexual Harassment (Employee) (Student), GBCD Background Investigation, GBEAB Code of Conduct Reporting, GBJA/GBJA-R Health Insurance Portability, IJOA-R Request for Field Trip, JICI-R Modification of a Weapon Expulsion, KED Grievance Procedure, JCA Change of School or Assignment, JEC Manifest Educational Hardship, JICM Personal Device Usage, JLCJA Emergency Plan for Sports Related Injuries and Additional Protocols for Athletics Participation.
- XI. PERSONNEL**
 - A. Athletic and Co-Curricular Nominations*
- XII. OPPORTUNITY FOR PUBLIC TO ADDRESS THE BOARD**
- XIII. NON-PUBLIC SESSION RSA 91-A 3 Sections II (a-k as necessary)**
- XIV. INFORMATIONAL/UPCOMING AGENDA ITEMS**
- XV. ADJOURNMENT**

The next regularly scheduled Candia School Board Meetings will be held on Thursday, November 4, 2023 at 6:00 p.m. at the Henry W. Moore School Media Center.

There will be an SAU Board Meeting on October 25, 2023 at 6:30 p.m. at the Auburn Village School.

**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, AUGUST 31, 2023
HENRY W. MOORE SCHOOL MEDIA CENTER**

These minutes have not been approved.

Board Chair, Matt Woodrow opened the meeting at 5:59 p.m. Those in attendance were Board members, Dana Buckley, Mark Chalbeck, and Stephanie Helmig. Kristina Ickes joined via telephone at 6:05 p.m. Also in attendance was Principal Becky Wing, Assistant Principal Dorothy Franchini, Director of Student Services Stacey Eaton, Superintendent William (Bill) Rearick, and Business Administrator, Cory Izbicki.

PLEDGE OF ALLEGIANCE

Becky Wing introduced and welcomed new Assistant Principal Dorothy Franchini, who led the attendees in the Pledge of Allegiance.

Becky Wing said the first day of school went very well. There was an all-school assembly where new staff was introduced. Bill Rearick said that the bus company is fully staffed and have back-up drivers. He said there have been a few 'bumps', but there is good communication with the bus company. Updated bus lists will be posted later in the evening.

PROOF OF POSTING

Bill Rearick provided proof of posting.

MINUTES

Motion by Kristina Ickes, seconded by Mark Chalbeck, to approve the June 1, 2023 meeting minutes. A roll call vote was taken. With all in favor, the motion carried.

Motion by Matt Woodrow, seconded by Mark Chalbeck, to approve the non-public meeting minutes of June 1, 2023. A roll call vote was taken. With Kristina Ickes abstaining, all others in favor, the motion carried.

Motion by Matt Woodrow, seconded by Mark Chalbeck, to approve the June 10, 2023 Board Retreat minutes. A roll call vote was taken. With Kristina Ickes abstaining, all others in favor, the motion carried.

OPPORTUNITY FOR PUBLIC TO ADDRESS THE BOARD

Resident and HMS employee Carol Batchelder asked the Board to consider streaming their meetings. Some discussion ensued. Dana Buckley said this subject was previously on the ballot, but the taxpayers did not approve it. They will reach out to the Technology Director to see if there are any other options.

Resident Sue Demanche spoke to three emails she sent to the Board and asked the process by which her concerns can be addressed. After some discussion, it was decided that the Board Chair will review the emails and will bring forth some items for an upcoming Board agenda. Other concerns in her emails will be answered through the proper channels. Ms. Demanche asked if the district is aware of automated intelligence (AI), and Becky Wing stated that teachers are mindful of its use. Lastly, she questioned the salary of a newly hired employee. Bill Rearick stated that in that particular case, the position needed to be filled and, per language in the contract, he was allowed to hire them off-step. He said it was a difficult position to fill and that he notified the union representatives at the time.

Carol Batchelder said she supported Ms. Demanche's sentiment and that things should be out in the open.

SUPERINTENDENT'S UPDATES

Bill Rearick updated the Board on bus route adjustments and said he has begun 2023/2024 budget discussions with Becky Wing and Dorothy Franchini. He also said there will be meetings on September 11, September 20 and October 2 with the CEA and CESP. He met with staff on Monday.

Bill reported that Pinkerton expressed no interest in allowing 40% of Candia's students to attend high school elsewhere, as was requested by the Board.

REPORTS

Administrator's Reports

Becky Wing gave Stacey Eaton kudos for all her hard work on running the summer program. She said there was positive feedback from both families and staff.

NEW BUSINESS

Handbook Changes

Becky Wing reviewed a few changes to the handbook.

Motion by Matt Woodrow, seconded by Dana Buckley, to accept the 2023/2024 handbook changes as presented. A roll call vote was taken. With all in favor, the motion carried.

Instructional Time Schedule

Bill Rearick stated that these are in the packets annually for review. No action was taken.

Board Representative CEA/MOU

Some discussion ensued regarding union laws and teacher feedback to building or SAU administrators.

Stephanie Helmig volunteered to be the Board Representative for CEA MOU discussions.

Sub Rate of Pay

The Board reviewed substitute rates of pay in surrounding towns.

No action was taken.

Club Proposals

Becky Wing spoke to two clubs she would like to add, and asked for Board approval.

Motion by Dana Buckley, seconded by Stephanie Helmig, to approve the Dance Club proposal. A roll call vote was taken. With all in favor, the motion carried.

Kristina Ickes exited the meeting at this time.

Motion by Dana Buckley, seconded by Stephanie Helmig, to approve the Stem Club proposal, and the motion carried unanimously.

FINANCIAL

Manifest Approval

Motion by Matt Woodrow, seconded by Mark Chalbeck, to approve the 6/2/23-7/7/23 manifest in the amount of \$1,320,732.86, and the motion carried unanimously.

Motion by Matt Woodrow, seconded by Mark Chalbeck, to approve the 7/8/23-8/4/23 manifest in the amount of \$445,924.40, and the motion carried unanimously.

Motion by Matt Woodrow, seconded by Stephanie Helmig, to approve the 8/5/23-8/31/23 manifest in the amount of \$329,638.29, and the motion carried unanimously

Expenditure Report

The expenditure report was reviewed.

PERSONNEL

Motion by Mark Chalbeck, seconded by Matt Woodrow, to accept the resignations of Branden Wood and Ellen Doherty as presented, and the motion carried unanimously.

Motion by Dana Buckley, seconded by Stephanie Helmig, to accept the Superintendent's nominations of Kathleen Neville, Tamsyn Walker, Kathryn Sampson, Karen Parr, Amy Wilton, and Amy Latini as presented, and the motion carried unanimously.

Motion by Matt Woodrow, seconded by Mark Chalbeck, to approve the Co-Curricular nominations, including Mary Beyer as Athletic Director, as presented, and the motion carried unanimously.

Becky Wing stated that if no coach steps up before tomorrow, there will be no soccer team this year.

OPPORTUNITY FOR PUBLIC TO ADDRESS THE BOARD

Carol Batchelder, referring to Dana Buckley's response to her request to stream meetings, said she was unaware that a vote on a streaming option was unsuccessful.

Sue Demanche stated that she felt the salary scale was not up to par and that she had no exit interview when she resigned from HMS. Bill Rearick said he thought all staff who resigned were sent exit interviews and his staff will follow up to make sure they are sent out very soon.

NON-PUBLIC SESSION RSA 91-A:3 Section II (L)

At 7:25 p.m. motion by Matt Woodrow, seconded by Mark Chalbeck, to enter into a non-public session under RSA 91-A:3 Section II . A roll call vote was taken. With all in favor, the motion carried.

The Board reconvened their public session at 7:50 p.m.

Motion by Matt Woodrow, seconded by Stephanie Helmig, to increase the IT Support Specialist, Chris Moore's salary by \$5,650, beginning with the next pay period, and the motion carried unanimously.

ADJOURNMENT

Motion by Stephanie Helmig, seconded by Mark Chalbeck, to adjourn the meeting at 7:55 p.m., and the motion carried unanimously.

The next regularly scheduled Candia School Board Meeting will be on October 5, 2023 at 6:00 p.m. at the Henry W. Moore School Media Center. There will be a New Staff Meet and Greet at 5:30 p.m. on October 5, 2023 prior to the Board meeting.

The SAU Board will meet on September 27, 2023 at 6:30 p.m., at the David R. Cawley Middle School Media Center in Hooksett.

Respectfully submitted,

Rebecca McCarthy
Recording Secretary

New Hampshire School Administrative Unit #15

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

October 5, 2023

Bus Transportation:

On September 22nd I met with First Student General Manager David Fairweather and Location Manager Shawn Prendable to discuss a variety of issues pertaining to student transportation. As you know, First Student has had difficulty with providing buses for athletic events. According to Mr. Fairweather, First Student has lost 30 drivers that service our region since the last week in August. This has resulted in a shortage of available drivers for extracurricular buses. I reaffirmed with Mr. Fairweather and Mr. Prendable that each time they cancel an extracurricular bus we will be taking a credit on their monthly invoice.

The rollout of the bus tracking software has been delayed until First Student installs tablets in the buses. These tablets will have updated GPS systems which should better support the tracking software. The tablets are scheduled to be installed by the first week in October.

School Resource Officer Position

On September 26th, Becky and I interviewed the finalist for the part-time SRO position. We were both impressed with the candidate and will be recommending them to Chief McGillen. If this candidate is hired for the position, they will need to participate in a 6-week SRO training program. Chief McGillen estimates that the person will be able to start working sometime in late October.

2024-25 Budget

I met with Becky, Stacey, and Cory to review the 2024-2025 budget. We need to make some minor adjustments. We will be ready to present the budget to the Board at the November 2nd meeting.

CEA and CESPAs Renegotiations

On September 11th, Kristina, Becky, and I met with representatives from CEA and CESPAs to discuss possible terms for reopening the respective contracts. We were able to come to a tentative agreement on the CESPAs contract. It will be brought before the Board for review at the October Board meeting. We were not able to come to a tentative agreement with CEA. We will review CEA's proposal in a Non-Public Session at the October Board meeting.

K-8 Open House

Open House for parents was held on Thursday, September 21st. Teachers held scheduled presentations focused on what it is like to be a student at that grade level, academic content & expectations, as well as ways that parents can assist their children at home. Unified arts and intervention teachers were available throughout the night for parent visits as well. Parents also had the opportunity to talk with representatives from organizations such as CYAA, PTO, Candia Food Services, Cub Scouts and more. The event was well attended.

Enrollment Update

Grade K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Total
37	28	25	37	34	21	26	31	31	270 (As of 9/27/23)

Classroom Updates

Students in grades K-2 are participating in UFLI Foundations lessons for 30 minutes daily. UFLI Foundations is an explicit and systematic program that teaches students the foundational skills necessary for proficient reading. It follows a carefully developed scope and sequence designed to ensure that students systematically acquire each skill needed and learn to apply each skill with automaticity and confidence. This program is new to the Moore School this year and is being used in conjunction with the Wonders reading program.



Third grade students in Mrs. Nivison's class individually created place value monsters with a given number. Students then combined their monster with classmates to determine the new value of their monster. The students had to regroup in some cases!





Students have been taking part in a variety of learning centers in the library at the start of every session. This includes book check-in/check-out, independent reading, constructing with Keva planks, designing bookmarks, solving 100- and 550-piece puzzles, and playing collaborative games such as tic-tac-toe, checkers and chess.



Data Teams

Grade level teachers and interventionists met in September to review fall benchmark data for mathematics and reading. The purpose of these meetings is to examine grade-wide data and class level data to determine general strengths & weaknesses; identify risk groups by class; determine necessary measures to further develop diagnostic profiles for small group instruction and determine groupings for Tier 2 and Tier 3 intervention.

Deerfield Fair Display

The Moore School was represented at the Deerfield Fair again this year. Several student projects were on display in the school building. Thank you to Janet Becker and Amy Maurice for coordinating the exhibit and to all of the students for the fabulous display of art projects.



Student Services Update

The 23-24 school year is off to a great start. The student services team has worked hard to create schedules that align with our master schedule to support our students in need of special education services or interventions. Special educators and reading specialists participated in a training for intensive reading interventions using S.P.I.R.E. [Specialized Program Individualizing Reading Excellence], a multi-sensory teaching approach utilizing systematic, sequential phonics and phonological awareness in grades kindergarten through eight. Special education staff also participated in a Medicaid to Schools training focused on understanding the complexities of this program, on writing legally compliant Written Prior Notices (WPNs) and on the Social Thinking methodology to support students who need more direct instruction in understanding social cues and relationships.

Respectfully Submitted,



Becky L. Wing, Principal

October Events
10/9: Columbus Day – No School
10/10: Principal Night, 5:30pm
10/10: PTO Meeting, 7pm
10/12: Fire Prevention Week Assemblies
10/16-20: Digital Citizenship Week
10/19: Internet Safety Parent Presentation, 6pm
10/20: K-4 Progress Reports/5-8 Progress Check
10/23-27: Red Ribbon Week

**Candia School District
School Board Goals 2023-2024
10-7-23**

VIII.A.

In Process

Ongoing

Complete

Long Range Planning	Curriculum, Assessment, Programming	Technology
Continue the work of the enrollment committee to identify opportunities and plan for population changes.	Maintain achievement levels on NHSAS (New Hampshire State Assessment System) in all content areas (Top 25%)	Continue to update the technology plan on an annual basis.
	Explore and implement opportunities and programming for advanced learners.	
	Continue to review curricular, instructional and assessment practices.	Continue to identify and address cybersecurity needs.
	Continue to support teachers in enhancing instructional practices through a coaching model.	
	Explore the feasibility of implementing a financial literacy component in the 8 th grade social studies program.	
	Post photos of presidents in library monthly	School Board Functions
	Culture/Community	
Finance & Facilities	Create opportunities for middle school students to explore a variety of career possibilities.	Create a sub-committee calendar and report on committee meetings on a regular basis.
Continue to improve facilities and update the 5-year plan.	Renew wellness committee efforts with students and staff.	Implement a School Board Newsletter
	Examine and improve school culture.	Explore feasibility of offering HMS scholarship for 8th graders intending to enter the education field
	Research the feasibility of offering adult education programs.	Safety
	Examine compensating teachers for time outside of the contract.	Continue See Something Say Something campaign.

Candia School District
General Fund
YTD Expenditure Report as of 09/28/2023

IX.A.

ACCOUNT				TITLE	BUDGET	ENCUMBRANCES		YTD PLUS			
						OUTSTANDING	YEAR TO DATE EXP	ENCUMBRANCES	AVAILABLE BALANCE		
21	1100	1	02	00	5110	REG ED SALARIES OF REGULAR EMPL	120,000.00	-	-	-	120,000.00
21	1100	1	02	00	5112	REG ED TEACHER SALARIES	1,372,433.60	1,178,785.55	340,354.45	1,519,140.00	(146,706.40)
21	1100	1	02	00	5114	REG ED PARAPROFESSIONAL	17,710.77	22,448.14	4,127.76	26,575.90	(8,865.13)
21	1100	1	02	00	5120	REG ED SUBSTITUTE SALARIES	25,000.00	45,181.76	17,230.29	62,412.05	(37,412.05)
21	1100	1	02	00	5122	REG ED HEALTH INSURANCE BUYOUT	18,936.64	-	-	-	18,936.64
21	1100	1	02	00	5211	REG ED HEALTH INSURANCE	443,136.54	290,194.52	113,575.22	403,769.74	39,366.80
21	1100	1	02	00	5212	REG ED DENTAL INSURANCE	20,973.11	13,599.48	2,360.85	15,960.33	5,012.78
21	1100	1	02	00	5213	REG ED LIFE INSURANCE	1,822.56	1,379.97	318.75	1,698.72	123.84
21	1100	1	02	00	5214	REG ED DISABILITY INSURANCE	4,096.13	3,133.38	687.30	3,820.68	275.45
21	1100	1	02	00	5220	REG ED FICA	115,620.02	95,047.07	26,836.86	121,883.93	(6,263.91)
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	240,386.01	60,680.86	301,066.87	(4,233.75)
21	1100	1	02	00	5240	REG ED TUITION REIMBURSEMENT	25,000.00	840.00	1,425.00	2,265.00	22,735.00
21	1100	1	02	00	5241	REG ED WORKSHOP REIMB PROF	3,000.00	110.00	-	110.00	2,890.00
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
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	4,130.96	370.18	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	4,446.10	989.20	5,435.30	2,304.70
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	4,827.62	5,633.11	10,460.73	2,739.27
21	1100	1	02	00	5641	REG ED TEXTBOOKS	300.00	-	-	-	300.00
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	-	-	-	866.00
21	1100	1	02	08	5610	ART SUPPLIES	2,475.00	-	778.97	778.97	1,696.03
21	1100	1	02	18	5610	HEALTH SUPPLIES	1,054.20	787.50	-	787.50	266.70
21	1100	1	02	23	5610	MATH SUPPLIES	822.42	556.32	-	556.32	266.10
21	1100	1	02	23	5643	MATH INFORMATION ACCESS FEES	9,375.00	-	9,290.00	9,290.00	85.00
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	-	129.64	129.64	1,286.35
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	-	2,435.40	2,435.40	(1,469.40)
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	1,905,984.38	601,333.96	2,507,318.34	24,526.56	
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	1,848,960.00	-	1,848,960.00	(77,040.00)

Candia School District
General Fund
YTD Expenditure Report as of 09/28/2023

ACCOUNT	TITLE	ENCUMBRANCES			YTD PLUS	
		BUDGET	OUTSTANDING	YEAR TO DATE EXP	ENCUMBRANCES	AVAILABLE BALANCE
1105 Total	REG ED HIGH SCHOOL	1,771,920.00	1,848,960.00	-	1,848,960.00	(77,040.00)
21 1200 1 02 00 5111	SPED ELEMENTARY ADMIN/OTHER SALARIES	94,860.00	70,000.39	25,789.61	95,790.00	(930.00)
21 1200 1 02 00 5112	SPED ELEMENTARY TEACHER SALARIES	151,403.00	185,289.12	33,948.88	219,238.00	(67,835.00)
21 1200 1 02 00 5114	SPED ELEMENTARY PARAPROFESSIONAL	114,536.56	58,843.21	8,846.50	67,689.71	46,846.85
21 1200 1 02 00 5115	SPED ELEMENTARY SECRETARIAL SALARIES	36,915.84	29,664.00	10,272.00	39,936.00	(3,020.16)
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	105,651.57	40,939.97	146,591.54	26,619.37
21 1200 1 02 00 5212	SPED ELEMENTARY DENTAL INSURANCE	3,148.96	2,792.55	420.23	3,212.78	(63.82)
21 1200 1 02 00 5213	SPED ELEMENTARY LIFE INSURANCE	593.28	691.35	78.81	770.16	(176.88)
21 1200 1 02 00 5214	SPED ELEMENTARY DISABILITY INSURANCE	707.77	624.21	107.43	731.64	(23.87)
21 1200 1 02 00 5220	SPED ELEMENTARY FICA	27,658.54	26,271.21	5,655.89	31,927.10	(4,268.56)
21 1200 1 02 00 5231	SPED ELEMENTARY NHRS SUPPORT	4,994.71	4,013.54	1,389.82	5,403.36	(408.65)
21 1200 1 02 00 5232	SPED ELEMENTARY NHRS PROFESSIONAL	48,366.05	50,138.95	11,732.64	61,871.59	(13,505.54)
21 1200 1 02 00 5240	SPED ELEMENTARY TUITION REIMBURSEMENT	6,270.00	940.50	3,448.50	4,389.00	1,881.00
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	45,000.00	-	45,000.00	94,334.00
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	334.31	15.69	350.00	-
21 1200 1 02 00 5442	SPED ELEMENTARY RENTAL OF EQUIPMENT	1,500.00	1,317.14	182.86	1,500.00	-
21 1200 1 02 00 5531	SPED ELEMENTARY TELEPHONE	2,100.00	2,287.13	685.87	2,973.00	(873.00)
21 1200 1 02 00 5564	SPED ELEMENTARY TUITION TO PRIVATE SCHOOL	2,700.00	3,024.00	-	3,024.00	(324.00)
21 1200 1 02 00 5580	SPED ELEMENTARY MILEAGE REIMBURSEMENT	3,000.00	-	212.56	212.56	2,787.44
21 1200 1 02 00 5610	SPED ELEMENTARY SUPPLIES	500.00	-	-	-	500.00
21 1200 1 02 00 5643	SPED ELEMENTARY INFORMATION ACCESS FEES	500.00	-	-	-	500.00
21 1200 1 02 00 5810	SPED ELEMENTARY DUES & FEES	1,075.00	250.00	705.00	955.00	120.00
21 1200 2 02 00 5320	SPED MIDDLE PROFESSIONAL EDUCATIONAL	17,623.80	57,000.00	-	57,000.00	(39,376.20)
21 1200 2 02 00 5330	SPED MIDDLE OTHER PROF SVCS	-	-	-	-	-
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	194,435.20	-	194,435.20	(66,940.20)
21 1200 3 00 00 5330	SPED HIGH SCHOOL OTHER PROF SVCS	58,968.00	33,579.00	-	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	-	-	-	778,574.00
21 1200 3 00 00 5564	SPED HIGH SCHOOL TUITION TO PRIVATE SCHOOL	738,657.38	602,064.80	-	602,064.80	136,592.58
1200 Total	SPECIAL EDUCATION	2,709,896.82	1,504,831.98	176,960.45	1,681,792.43	1,028,104.39
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	920.00	6,790.00	7,710.00	(2,010.00)
21 1230 1 02 00 5114	ESY ELEMENTARY PARAPROFESSIONAL	1,325.88	300.00	1,300.00	1,600.00	(274.12)
21 1230 1 02 00 5220	ESY ELEMENTARY FICA	535.87	93.45	618.89	712.34	(176.47)
21 1230 1 02 00 5231	ESY ELEMENTARY NHRS SUPPORT	-	-	-	-	-

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21 1230 1 02 00 5232	ESY ELEMENTARY NHRS PROFESSIONAL	837.32	181.02	3,254.38	3,435.40	(2,598.08)
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	5,118.75	3,071.25	8,190.00	(6,190.00)
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	10,672.79	36,145.85	46,818.64	(4,296.26)
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	15,478.00	-	15,478.00	(390.00)
21 1410 1 02 00 5220	COCURRICULAR FICA	1,483.18	1,181.96	-	1,181.96	301.22
21 1410 1 02 00 5232	COCURRICULAR NHRS PROFESSIONAL	3,807.80	2,667.08	-	2,667.08	1,140.72
21 1410 1 02 00 5610	COCURRICULAR SUPPLIES	980.00	-	-	-	980.00
21 1410 1 02 00 5810	COCURRICULAR DUES & FEES	2,250.00	175.00	-	175.00	2,075.00
1410 Total	COCURRICULAR	27,908.98	19,502.04	-	19,502.04	8,406.94
21 1420 1 02 00 5117	ATHLETICS CO-CURRICULAR SALARIES	16,071.00	6,185.00	1,500.00	7,685.00	8,386.00
21 1420 1 02 00 5220	ATHLETICS FICA	1,229.43	473.34	114.75	588.09	641.34
21 1420 1 02 00 5232	ATHLETICS NHRS PROFESSIONAL	3,162.77	724.23	147.30	871.53	2,291.24
21 1420 1 02 00 5330	ATHLETICS OTHER PROF SVCS	3,955.00	-	2,000.00	2,000.00	1,955.00
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	-	400.00	774.65
21 1420 1 02 00 5739	ATHLETICS OTHER EQUIPMENT	2,740.01	1,500.00	-	1,500.00	1,240.01
21 1420 1 02 00 5810	ATHLETICS DUES & FEES	530.00	530.00	-	530.00	-
1420 Total	ATHLETICS	34,772.86	15,722.57	3,762.05	19,484.62	15,288.24
21 2120 1 02 00 5112	GUIDANCE TEACHER SALARIES	76,092.82	66,318.16	12,057.84	78,376.00	(2,283.18)
21 2120 1 02 00 5211	GUIDANCE HEALTH INSURANCE	23,421.24	17,106.58	6,302.76	23,409.34	11.90
21 2120 1 02 00 5212	GUIDANCE DENTAL INSURANCE	783.27	532.23	99.04	631.27	152.00

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21 2120 1 02 00 5213	GUIDANCE LIFE INSURANCE	75.00	56.25	18.75	75.00	-	
21 2120 1 02 00 5214	GUIDANCE DISABILITY INSURANCE	224.47	168.39	56.13	224.52	(0.05)	
21 2120 1 02 00 5220	GUIDANCE FICA	5,821.10	5,058.51	877.79	5,936.30	(115.20)	
21 2120 1 02 00 5232	GUIDANCE NHRS PROFESSIONAL	14,944.63	13,025.40	2,368.16	15,393.56	(448.93)	
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	-	4,240.00	4,240.00	1,183.17	
2120 Total	GUIDANCE	127,110.91	102,265.52	26,319.90	128,585.42	(1,474.51)	
21 2130 1 02 00 5112	HEALTH TEACHER SALARIES	56,980.00	53,453.78	9,693.95	63,147.73	(6,167.73)	
21 2130 1 02 00 5120	HEALTH SUBSTITUTE SALARIES	1,000.00	-	-	-	1,000.00	
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	-	-	-	75.00	
21 2130 1 02 00 5214	HEALTH DISABILITY INSURANCE	173.55	-	-	-	173.55	
21 2130 1 02 00 5220	HEALTH FICA	4,435.47	4,089.18	741.57	4,830.75	(395.28)	
21 2130 1 02 00 5232	HEALTH NHRS PROFESSIONAL	11,190.87	10,498.25	695.99	11,194.24	(3.37)	
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	-	594.00	-	594.00	(594.00)	
21 2130 1 02 00 5610	HEALTH SUPPLIES	2,127.30	-	-	-	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	68,635.21	11,920.01	80,555.22	32,761.25	
21 2140 1 02 00 5330	PSYCH SERVICES OTHER PROF SVCS	80,419.50	80,419.50	-	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	6,006.42	-	6,006.42	-	
21 2140 3 02 00 5330	PSYCH SVCS - HIGH OTHER PROF SVCS	4,964.82	4,964.82	-	4,964.82	-	
2140 Total	PSYCH SERVICES	91,890.74	91,390.74	-	91,390.74	500.00	
21 2150 1 02 00 5330	SPEECH OTHER PROF SVCS	112,803.20	108,442.20	4,361.00	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	-	9,400.00	-	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	129,000.55	4,361.00	133,361.55	-	
21 2160 1 02 00 5334	THERAPY SVCS OT CONTRACTED SVCS	92,299.50	92,299.50	-	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	-	3,807.00	-	3,807.00	(3,807.00)	
2160 Total	THERAPY SERVICES	96,106.50	96,106.50	-	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	
21 2190 1 02 00 5610	OTHER SUPPORT SERVICES SUPPLIES	1,302.00	-	-	-	1,302.00	
21 2190 1 02 00 5810	OTHER SUPPORT SERVICES DUES & FEES	-	-	-	-	-	

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2190 Total	OTHER SUPPORT SERVICES	2,852.00	700.00	-	700.00	2,152.00
21 2210 1 02 00 5117	STAFF DEVELOPMENT CO-CURRICULAR SALARIES	8,312.00	-	90.00	90.00	8,222.00
21 2210 1 02 00 5220	STAFF DEVELOPMENT FICA	635.87	-	6.89	6.89	628.98
21 2210 1 02 00 5232	STAFF DEVELOPMENT NHRS PROFESSIONAL	1,632.48	-	17.68	17.68	1,614.80
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	-	-	2,187.50	2,187.50	(2,187.50)
2210 Total	STAFF DEVELOPMENT	12,330.35	-	2,302.07	2,302.07	10,028.28
21 2220 1 02 00 5111	MEDIA ADMIN/OTHER SALARIES	64,322.19	57,104.40	10,382.60	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	-	22,752.35	2,819.53	25,571.88	(25,571.88)
21 2220 1 02 00 5212	MEDIA DENTAL INSURANCE	-	1,146.15	136.56	1,282.71	(1,282.71)
21 2220 1 02 00 5213	MEDIA LIFE INSURANCE	75.00	75.00	-	75.00	-
21 2220 1 02 00 5214	MEDIA DISABILITY INSURANCE	189.75	193.56	-	193.56	(3.81)
21 2220 1 02 00 5220	MEDIA FICA	5,150.15	4,341.23	704.81	5,046.04	104.11
21 2220 1 02 00 5232	MEDIA NHRS PROFESSIONAL	13,222.08	11,215.30	2,039.16	13,254.46	(32.38)
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	229.72	965.40	1,195.12	384.88
21 2220 1 02 00 5615	MEDIA AV SUPPLIES	250.00	-	-	-	250.00
21 2220 1 02 00 5641	MEDIA TEXTBOOKS	4,600.00	760.84	-	760.84	3,839.16
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	102,368.06	97,818.55	24,882.09	122,700.64	(20,332.58)
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	-	300.00	300.00	1,950.00
21 2310 1 02 00 5220	SCHOOL BOARD SERVICES FICA	585.23	206.55	229.50	436.05	149.18
21 2310 1 02 00 5231	SCHOOL BOARD SERVICES NHRS SUPPORT	304.43	-	40.59	40.59	263.84
21 2310 1 02 00 5332	SCHOOL BOARD SERVICES AUDIT EXPENSES	7,600.00	6,000.00	-	6,000.00	1,600.00
21 2310 1 02 00 5341	SCHOOL BOARD SERVICES LEGAL & CONSULTING	12,500.00	9,104.00	896.00	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	-	10.00	744.83	754.83	(754.83)
21 2310 1 02 00 5614	SCHOOL BOARD SERVICES DISTRICT MEETING SUPPLIES	2,500.00	1,500.00	-	1,500.00	1,000.00
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	496.25	3,958.40	4,454.65	545.35
2310 Total	SCHOOL BOARD SERVICES	37,489.66	20,666.80	8,869.32	29,536.12	7,953.54
21 2320 1 02 00 5590	SAU SERVICES SAU SERVICES	203,891.00	103,011.50	103,011.50	206,023.00	(2,132.00)
2320 Total	SAU SERVICES	203,891.00	103,011.50	103,011.50	206,023.00	(2,132.00)
21 2410 1 02 00 5111	PRINCIPAL SERVICES ADMIN/OTHER SALARIES	108,200.56	79,844.83	29,416.52	109,261.35	(1,060.79)
21 2410 1 02 00 5115	PRINCIPAL SERVICES SECRETARIAL SALARIES	62,918.39	54,882.40	14,896.30	69,778.70	(6,860.31)
21 2410 1 02 00 5118	PRINCIPAL SERVICES ASSISTANT PRINCIPAL SALAR	88,759.65	67,961.56	25,038.44	93,000.00	(4,240.35)
21 2410 1 02 00 5211	PRINCIPAL SERVICES HEALTH INSURANCE	51,776.22	9,332.67	3,095.70	12,428.37	39,347.85

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21 2410 1 02 00 5212	PRINCIPAL SERVICES DENTAL INSURANCE	3,912.65	3,106.98	(66.22)	3,040.76	871.89
21 2410 1 02 00 5213	PRINCIPAL SERVICES LIFE INSURANCE	202.28	154.11	26.37	180.48	21.80
21 2410 1 02 00 5214	PRINCIPAL SERVICES DISABILITY INSURANCE	569.64	481.77	76.71	558.48	11.16
21 2410 1 02 00 5220	PRINCIPAL SERVICES FICA	19,880.71	15,491.81	5,262.63	20,754.44	(873.73)
21 2410 1 02 00 5231	PRINCIPAL SERVICES NHRS SUPPORT	6,054.11	4,838.33	1,683.48	6,521.81	(467.70)
21 2410 1 02 00 5232	PRINCIPAL SERVICES NHRS PROFESSIONAL	38,682.98	29,028.63	10,694.95	39,723.58	(1,040.60)
21 2410 1 02 00 5240	PRINCIPAL SERVICES TUITION REIMBURSEMENT	5,000.00	1,574.00	1,570.00	3,144.00	1,856.00
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	948.00	208.60	1,156.60	1,473.40
21 2410 1 02 00 5442	PRINCIPAL SERVICES RENTAL OF EQUIPMENT	1,253.00	1,044.20	208.80	1,253.00	-
21 2410 1 02 00 5531	PRINCIPAL SERVICES TELEPHONE	9,000.00	9,223.44	2,908.56	12,132.00	(3,132.00)
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	100.00	-	100.00	400.00
21 2410 1 02 00 5550	PRINCIPAL SERVICES PRINTING	500.00	100.00	50.00	150.00	350.00
21 2410 1 02 00 5580	PRINCIPAL SERVICES MILEAGE REIMBURSEMENT	750.00	-	-	-	750.00
21 2410 1 02 00 5610	PRINCIPAL SERVICES SUPPLIES	1,500.00	-	440.97	440.97	1,059.03
21 2410 1 02 00 5641	PRINCIPAL SERVICES TEXTBOOKS	172.00	92.85	57.32	150.17	21.83
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	279,360.58	101,442.05	380,802.63	60,641.58
21 2600 1 02 00 5111	MAINTENANCE ADMIN/OTHER SALARIES	65,731.43	48,505.42	17,870.44	66,375.86	(644.43)
21 2600 1 02 00 5116	MAINTENANCE CUSTODIAL SALARIES	129,961.09	30,628.20	14,572.72	45,200.92	84,760.17
21 2600 1 02 00 5211	MAINTENANCE HEALTH INSURANCE	43,947.72	16,549.92	5,806.78	22,356.70	21,591.02
21 2600 1 02 00 5212	MAINTENANCE DENTAL INSURANCE	1,651.00	807.39	84.97	892.36	758.64
21 2600 1 02 00 5213	MAINTENANCE LIFE INSURANCE	147.69	100.25	22.75	123.00	24.69
21 2600 1 02 00 5214	MAINTENANCE DISABILITY INSURANCE	361.65	224.47	54.29	278.76	82.89
21 2600 1 02 00 5220	MAINTENANCE FICA	14,970.47	6,045.88	2,397.35	8,443.23	6,527.24
21 2600 1 02 00 5231	MAINTENANCE NHRS SUPPORT	21,405.39	6,562.78	2,937.64	9,500.42	11,904.97
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	6,884.24	1,415.76	8,300.00	1,200.00
21 2600 1 02 00 5430	MAINTENANCE REPAIRS & MAINT SERVICES	13,300.00	13,428.70	16,012.14	29,440.84	(16,140.84)
21 2600 1 02 00 5432	MAINTENANCE REPAIRS BUILDINGS	20,000.00	7,000.00	7,141.66	14,141.66	5,858.34
21 2600 1 02 00 5433	MAINTENANCE REPAIRS GROUNDS	8,850.00	13,251.20	11,574.80	24,826.00	(15,976.00)
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	-	-	-	1,000.00
21 2600 1 02 00 5436	MAINTENANCE REPAIRS SECURITY SYSTEM	500.00	82.00	168.00	250.00	250.00
21 2600 1 02 00 5437	MAINTENANCE GARBAGE REMOVAL	5,100.00	3,587.22	762.78	4,350.00	750.00
21 2600 1 02 00 5452	MAINTENANCE LEASE	-	-	-	-	-

Candia School District
General Fund
YTD Expenditure Report as of 09/28/2023

ACCOUNT	TITLE	BUDGET	ENCUMBRANCES		YTD PLUS	
			OUTSTANDING	YEAR TO DATE EXP	ENCUMBRANCES	AVAILABLE BALANCE
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	-	720.00	-	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	2,898.06	3,160.65	6,058.71	9,166.29
21 2600 1 02 00 5619	MAINTENANCE SUPPLIES GROUNDS	1,339.52	462.58	-	462.58	876.94
21 2600 1 02 00 5622	MAINTENANCE ELECTRICITY	60,900.00	-	-	-	60,900.00
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	-	-	-	600.00
2600 Total	MAINTENANCE	536,467.14	195,479.37	165,983.91	361,463.28	175,003.86
21 2700 1 02 00 5517	REG ED TRANSPORTATION ATHLETIC TRANS	11,600.00	14,040.00	1,085.00	15,125.00	(3,525.00)
21 2700 1 02 00 5518	REG ED TRANSPORTATION FIELD TRIPS	7,500.00	7,500.00	-	7,500.00	-
21 2700 1 02 00 5519	REG ED TRANSPORTATION TRANSPORTATION	505,332.00	-	-	-	505,332.00
21 2700 1 02 61 5519	SPED TRANSPORTATION TRANSPORTATION	225,000.00	139,582.96	-	139,582.96	85,417.04
2700 Total	TRANSPORTATION	749,432.00	161,122.96	1,085.00	162,207.96	587,224.04
21 2840 1 02 00 5111	IT ADMIN/OTHER SALARIES	45,900.00	32,350.00	14,000.00	46,350.00	(450.00)
21 2840 1 02 00 5211	IT HEALTH INSURANCE	12,434.31	8,274.98	2,903.37	11,178.35	1,255.96
21 2840 1 02 00 5212	IT DENTAL INSURANCE	504.00	393.57	54.83	448.40	55.60
21 2840 1 02 00 5213	IT LIFE INSURANCE	75.00	56.25	18.75	75.00	-
21 2840 1 02 00 5214	IT DISABILITY INSURANCE	210.75	1,426.74	33.18	1,459.92	(1,249.17)
21 2840 1 02 00 5220	IT FICA	3,511.33	2,474.78	1,030.35	3,505.13	6.20
21 2840 1 02 00 5231	IT NHRS SUPPORT	6,210.27	4,376.96	1,894.21	6,271.17	(60.90)
21 2840 1 02 00 5240	IT TUITION REIMBURSEMENT	4,950.00	-	-	-	4,950.00
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	-	-	-	26,500.00
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	-	508.93	508.93	4,491.07
21 2840 1 02 00 5650	IT SOFTWARE	12,977.57	5,315.45	2,041.08	7,356.53	5,621.04
21 2840 1 02 00 5735	IT REPLACEMENT EQUIPMENT	17,749.00	8,750.00	863.60	9,613.60	8,135.40
21 2840 1 02 00 5810	IT DUES & FEES	540.00	-	-	-	540.00
2840 Total	IT	139,194.13	63,793.73	23,629.42	87,423.15	51,770.98
21 4600 0 00 00 5330	BUILDING IMPROVEMENT SVCS OTHER PROF SVCS	191,644.60	-	-	-	191,644.60
4600 Total	MUNICIPAL LEASE	191,644.60	-	-	-	191,644.60
Grand Total		10,107,560.65	6,715,025.77	1,292,008.58	8,007,034.35	2,100,526.30

X.A.**Policy Committee**

2nd Reading | 11/2/2023

1st Reading | 10/5/2023

Board Review Date | 9/11/2023

CURRENT CODE	POLICY TITLE/CATEGORY		
AC	Non-Discrimination....	Change 'Assistant Superintendent' to appropriate party	
CB	School Superintendent		
GBAA	Sexual Harassment-Employee		
GBCD	Background Investigation		
GBEAB	Code of Conduct Reporting		
GBJA / GBJA-R	Health Insurance Portability...		
IJOA-R	Request for Field Trip		
JBAA	Sexual Harassment-Student		
JICI-R	Modification of a Weapon Expulsion		
KED	Grievance Proceudure		
JCA	Change of School or Assignment		
JEC	Manifest Educational Hardship		
JICM	Personal Device Usage		Eliminate-No longer relevant (Safety issues possible)
JLCJA	Emergency Plan for Sports Related Injuries and Additional Protocols for Athletics Participation		New-Required by Law <u>-WAIVE 2nd READING-</u>

**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:

Assistant Superintendent Superintendent of Schools
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, 8th Floor, Boston, MA 02109-3921; Telephone number: (617) 289-0111; Fax number: (617) 289-0150; Email: 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

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-~~Assistant Superintendent~~ **Superintendent of Schools**
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

**CANDIA SCHOOL DISTRICT
SCHOOL SUPERINTENDENT**

The Administration of the school system in all its aspects shall be delegated to the Superintendent, who shall carry out his/her administrative functions in accordance with the policies adopted by the Board.

The Superintendent shall be the chief executive officer of the school system and shall have, under the direction of the Board and in conformance with state laws and policies, general supervision of the public schools and of all the personnel and departments of the school system. The Superintendent is responsible for the management of the schools under the Board's policies and is accountable to the Board. Further, the Superintendent is accountable to the Commissioner of Education for carrying out duties specified by the State Board of Education and/or the Commissioner.

By its nature, the position of Superintendent of Schools is an exacting position. In addition to the minimum requirements specifically set forth by the State Board of Education and the School Board, the Superintendent shall possess the following qualifications:

S/he shall be of good character and of unquestionable morals and integrity.

S/he shall possess good judgement and common sense along with the ability to think clearly and independently, relying on facts instead of prejudices.

S/he shall demonstrate high business and educational ability and leadership.

S/he shall have the capacity for maintaining the respect of educational leaders in neighboring districts and in the State of New Hampshire.

The Superintendent, in his/her discretion, may delegate to school personnel the exercise of any powers and the discharge of any duties imposed upon the Superintendent by these policies or by vote of the Board. The delegation of power or duty, however, shall not relieve the Superintendent of responsibility for the action taken under such delegation.

In addition to carrying out all policies and directives of the School Administrative Unit School Board and each individual School Board, the Superintendent is required by the State Board of Education to do the following:

Role Description (in accordance with the State Board of Education Regulation, Part ED 302 DUTIES OF SCHOOL SUPERINTENDENT)

The Superintendent shall serve as the executive head of the public schools, and shall be responsible for planning and administering their affairs subject to statutory requirements, the regulations of the State Board of Education, and the policies of the districts.

The position shall develop and maintain a system of public schools, capably staffed to provide quality education and supportive services. The Superintendent shall provide, develop, and implement the procedures to achieve educational objectives within the administrative unit.

In performance of these duties, the Superintendent shall be directly responsible to the State Board of Education through its Commissioner, and the Board or Boards of the School Administrative Unit.

The Superintendent may be supported by one or more assistants. ~~such as Assistant Superintendents, Business Administrators, and Teacher Consultants.~~—The Superintendent shall delegate such of the duties as are necessary and desirable for the efficient completion of the requirements of the position.

Substantive Duties (Ed 302.02)

- a. The Superintendent shall nominate all professional and central office personnel.
- b. The Superintendent shall direct and supervise the work of all employees of the district and shall have all powers necessary to make such direction effective. While the Superintendent has ultimate responsibility, the delegation of powers and duties to other personnel is a proper exercise of the office.
- c. The Superintendent shall nominate all certified staff and appoint other employees in accordance with the laws, regulations of the State Board of Education, and School Board policies.
- d. The Superintendent shall be responsible for the selection and purchase of textbooks and other scholastic apparatus and supplies in accordance with the regulations of the School Board and the State Board and see that the same are suitably distributed to the school, accurately accounted for and economically used.
- e. The Superintendent shall be responsible for developing and recommending to the School Board the annual budget for the support of the educational program and for the operation and maintenance of schools in accordance with School Board policy.
- f. The Superintendent of Schools shall be responsible for an accounting system and financial reporting procedure in order that all funds will be accounted for in accordance with School Board policy and local and state law.
- g. The Superintendent shall be responsible for the development of an educational plan for the Candia School District and for recommending a program of studies suitable to the needs of the pupils and the community in accordance with School Board policies, state statutes, and State Board regulations.
- h. The Superintendent may, for cause, remove a teacher or other employee of the District in accordance with state statutes.
- i. The Superintendent shall recommend the dismissal of certified staff to the Board, recognizing its authority to dismiss according to the statutes.

- j. The Superintendent shall provide for temporary vacancies and shall have the authority to secure supplies immediately needed for the operation of the schools.
- k. The Superintendent shall be responsible for maintaining records and making reports as required by the State Board of Education and the School Boards.
- l. The Superintendent shall admit pupils to school attendance in accordance with the laws of the state, regulations of the State Board, and policies of the School Board. The Superintendent shall assign pupils to such classes and grades as their needs warrant.
- m. The Superintendent shall provide for the alleviation of hazardous conditions of an emergency nature that affect the health and welfare of pupils.
- n. The Superintendent shall be responsible for the evaluation of personnel and programs in accordance with School Board policies.
- o. The Superintendent shall be responsible, after notice, for the implementation of the policies and regulations of the State Board of Education. The Superintendent is expected to participate in the development and evaluation of said policies and regulations as requested by the Commissioner of Education.

Adopted: December 2, 1999

Regulatory Reference:
NH Code of Administrative Rules
Section Ed. 302

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: Assistant Superintendent **Superintendent of Schools**, 90 Farmer Rd., Hooksett, NH 03106, mpolak@sau15.net, wrearick@sau15.net 603-322-3731 x 4012.

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 prejudice 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, 8th Floor, Boston, MA 02019-3921; Telephone number (617) 289-0111; Fax number (617) 289-0150; E-mail 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.

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

CANDIA SCHOOL DISTRICT
BACKGROUND INVESTIGATION AND CRIMINAL RECORDS CHECK

The Superintendent, or his/her designee, will conduct a thorough investigation into the past employment history, criminal history records, and other appropriate background of any applicant as defined in this policy. This investigation shall be completed prior to making a final offer of employment, approving the contract with an individual contracting directly with the District, or approving the assignment of an employee of a contractor, a student teacher, or designated volunteer to work within the District.

The Superintendent shall develop a background investigation protocol for use in completing a background investigation and shall keep a written record of all background investigations which have been done. For the purposes of this policy the term "applicant" shall include an applicant for employment by the District, an individual with whom the District may contract to provide services directly to students, any person identified by a contractor with the District whom the contractor proposes to assign to provide services directly to students, student teachers who are proposed to be placed in a District school, and designated volunteers. All applicants will be subject to a criminal records history check meeting the minimum requirements of law, however, the Superintendent's protocol may specify additional background check steps for specific groups of employees, such as verifying the educational achievements and employment history of an applicant for a teaching position. The Superintendent's protocol shall include a list of felonies and misdemeanors, in addition to those specified in RSA 189:13-a, V, convictions of which shall be disqualifying. The protocol shall require that an analysis be conducted of any pending charges or convictions for crimes not on the statutory list of disqualifying offenses to determine whether the applicant should be disqualified. The protocol shall take into consideration the time which has passed since the conviction, the facts and circumstances of the charge or conviction, evidence of successful rehabilitation and an extended period of lawful behavior. For charges pending disposition for offenses not on the statutory list of disqualifying offenses, which the applicant discloses or which come to light during the background check, the Superintendent shall consider all reliable information in assessing the applicant's suitability. The Superintendent shall assess whether, in light of the totality of the circumstances, the pending charges or convictions raise reasonable cause to doubt the applicant's suitability for the position.

As part of the application process, each applicant shall be asked whether he/she has ever been convicted of any crime that has not been annulled and whether there are any criminal charges pending against him/her at the time of application. The applicant will also be directed to report any criminal charges brought against him/her after the application is submitted and until either hired or notified that he or she will not be hired. The falsification or omission of any information on a job application, during the pendency of the application, or in a job interview, including, but not limited to, information concerning criminal convictions that have not been annulled or pending criminal charges, may be grounds for disqualification from consideration for employment or immediate discharge from employment.

Any applicant for employment for whom the Board requires a criminal history records check or their employer in the case of an employee of a contractor shall pay all fees and costs associated with the fingerprinting process and/or the submission or processing of the requests for the criminal history records check, unless otherwise determined by the Board. Fees or costs associated with a background check of a volunteer should be borne by the district.

Criminal History Records Check

Each applicant must submit to a background check and a criminal history records check with the State of New Hampshire, including FBI national records as required by RSA 189:13-a and RSA 189:13-b. Refusal

to provide the required criminal history records release form and any other required releases to authorize a background check will result in immediate disqualification and no further consideration for the position.

Volunteers

Designated Volunteers are subject to a background investigation/criminal records check and the provisions of this policy. "Designated Volunteers" are defined and so designated pursuant to Policy [LJOC](#). Volunteers not categorized as "Designated Volunteers" per Policy [LJOC](#) will not be subject to a background investigation or criminal records check.

Bus Driver and Monitors

Bus drivers and bus monitors employed by contractors shall have their criminal history records checks processed by the New Hampshire Department of Education as require by RSA 189:13-a and RSA 189:13-b.

Substitute Teachers in SAU

Substitute teachers working in other districts in SAU 15 who have undergone a criminal history records check within the last three years under RSA 189:123-a shall not be required to undergo an additional criminal history records check unless required by the Superintendent.

Conditional Offer of Employment

Persons who have been selected for employment may be given a conditional offer of employment, with the final offer subject to the successful completion of the background check, the State and FBI criminal history records check, and a determination that there are no disqualifying pending charges or convictions.

No applicant selected for employment shall be extended a conditional offer of employment until the Superintendent, or his/her designee, has initiated the formal State and FBI criminal history records check process and a background investigation.

Any person who is offered conditional employment, by way of individual contract or other type of letter of employment, will have clearly stated in such contract or letter of employment that his/her employment or approval to work within the District as a contractor or employee of a contractor is entirely conditioned upon the results of a criminal history records check and background check being satisfactory to the District.

Final Offer of Employment

A person who has been extended a conditional offer of employment or conditional approval to work within the District as a contractor or employee of a contractor may be extended a final offer of employment or final approval upon the completion of a criminal history records check and a background check which is satisfactory to the Superintendent.

No person with a conditional offer of employment shall be extended a final offer of employment if such person has charges pending or has been convicted of any crime listed in RSA 189:13-a, V; or where such person has been convicted of the same conduct in another state, territory, or possession of the United States; or where such person has been convicted of the same conduct in a foreign country.

In addition to the felonies listed as disqualifying in pertinent and applicable law, a person may be denied a final offer of employment if he/she has charges pending or has been convicted of any crime, either a misdemeanor or felony, provided the basis for disqualifying the candidate is job related for the position in question and is consistent with business necessity. Such determination will be made by the Superintendent in accordance with the established protocol and on a case-by-case basis. If the Superintendent chooses to nominate an applicant who has a history of conviction of a crime or with

pending charges for a position that must be approved by the School Board, the School Board shall be informed that a criminal history exists, or that charges are pending.

The Superintendent, or designee, will transmit each applicant's Criminal Record Release Authorization Form and, where inked cards are used, the applicant's fingerprint cards to the State Police. The State Police will then conduct the criminal history records check and will provide the Superintendent with the applicant's criminal history record or confirmation that the individual does not have a record of being charged with or convicted of a crime. In accordance with RSA 189:13-a, III, the Superintendent or designee (~~Assistant Superintendent Human Resources Director, or Business Administrator~~) shall review the criminal history record form the State Police and shall destroy the document as required by RSA 189:13-a, III-a.

When the District receives a notification of an employee, contractor, contractor's employee, or volunteer being charged with or convicted of a disqualifying offense under RSA 189:13-a, the Superintendent's protocol, or other crime which is evidence of the individual's unsuitability to continue in their role, the Superintendent shall take immediate appropriate action to remove the individual from contact with students. The Superintendent will then take appropriate employment or other action, consistent with law and any applicable employment agreement or contract to address the individual's ongoing relationship with the District. If the applicant's criminal history indicates that the applicant has been charged pending disposition for or has been convicted of a crime listed in RSA 189:13-a, V, the Superintendent shall notify the New Hampshire Department of Education.

Additionally, a person may be denied a final offer of employment if the Superintendent becomes aware of other conduct which he/she determines would render the person unsuitable to perform the responsibilities of the position involved. Such determinations shall be made on a case-by-case basis.

Additional Criminal Records Checks

The Board may require a criminal history records check of any employee, an individual with whom the District has contracted to provide services directly to students, any person identified by a contractor with the District who has been assigned to provide services directly to students, student teachers who are placed in a District school, and designated volunteers at any time.

Child Sexual Abuse Prevention Education and Training

Any person required to have a criminal background check under this policy shall be provided informational materials, training, or other education, either online or in person, concerning child abuse, or reporting mandates. The training must be completed within thirty days of employment or commencement of services to the district and renewed every two years.

Adopted: June 1, 2000

Revised: May 5, 2011, January 5, 2017, December 6, 2017, February 9, 2023

Legal Reference:

RSA 189:13-a, School Employee and Volunteer Background Investigations

RSA 189:13-b, School Bus Driver and Transportation Monitor Criminal History Records Check

**CANDIA SCHOOL DISTRICT
MANDATORY CODE OF CONDUCT REPORTING – ALL EMPLOYEES**

A. General.

The Code of Conduct for New Hampshire Educators, sections 510.01- 510.05 of the N.H. Dept. of Education Administrative Rules (the “NH Code of Conduct”) imposes various reporting requirements upon each “Credential Holder” as that term is defined by N.H. Dept. of Ed. Administrative Rule 501.02 (h). The reporting requirements include, among others:

1. reporting any “suspected violation of the code of conduct” (see NH Code of Conduct at Ed 510.05 (a)); and
2. self-reporting within five (5) days any arrest for violations of crimes enumerated in RSA 189:13-a, V (“Section V Offenses”) (see NH Code of Conduct, at Ed 510.01 (b)(2)).

By way of District Policy GBEB, the Board has adopted the provisions of the NH Code of Conduct as employment rules and standards applicable to all employees and consultant/independent contractor, irrespective of whether or not such persons are Credential Holders. Consequently, each District employee designated volunteer, or contracted service provider (collectively referred to in this policy as a “Covered Individual”), is required to report certain acts, incidents and misconduct as provided in this policy.

Reports under this Policy are in addition to other reports as may be mandated by law or other policies (e.g., abuse or neglect of children, required by RSA 169-C:29 and Policy KFA; acts of “theft, destruction, or violence” as defined under RSA 193-D:4, I (a), incidents of “bullying” per Board Policy JICK, and hazing under RSA 671:7).

B. Reports by Covered Individuals of Suspected Misconduct or Violations.

1. Any Covered Individual having reason to suspect that any other district or SAU employee, designated volunteer, or third party consultant/contractor has violated any provision of the NH Code of Conduct, and or District Policy GBEB, whether on or off duty, shall report the same to such Covered Individual’s building principal, or to the Superintendent.

If the person who is the subject of the alleged misconduct/violation is the Superintendent, then the Covered Individual shall report the suspected violation to the ~~Assistant Superintendent~~ **Superintendent of Schools**, Business Administrator, or Human Resources Director, who is hereby granted authority to consult with the District’s attorney on the matter.

Additionally, if the Covered Individual is also a Credential Holder, he/she shall report the Superintendent’s suspected violation/misconduct directly to the N.H. Department of Education. Likewise, if a Credential Holder has made a report to the Principal and/or the Superintendent, and believes that the District’s reporting procedures as expressed in this Policy have not been followed, the Credential Holder shall so notify the New Hampshire Department of Education directly.

2. Any initial report made relative to A.1 or A.2 above, may be made orally in the first instance, but must be supplemented with a written report as soon as practicable after the initial report, but in no

event longer than two business days. Upon request of the Covered Individual, the recipient of the report shall provide a copy of said report to the Covered Individual with a signed "received" annotation, such that the Covered Individual may document his/her State mandated obligation to report.

C. Self-Reporting of Certain Crimes.

Self-reports of the Section V Offenses as described in A.2 above, shall be made in the same manner as reports under B, above. Because the list of Section V Offences is subject to change by the N.H. Legislature, employees, etc. who are arrested for any reason should promptly review the then statute, which may be found online at:

<http://www.gencourt.state.nh.us/rsa/html/XV/189/189-13-a.htm>

D. Provisions Applicable to Principals.

Upon receiving a report of suspected violation of GBEB, or the NH Code of Conduct, or otherwise has knowledge of a violation, the Principal or any other administrator shall immediately report the same to the Superintendent. If the Superintendent is the subject of report, then the Principal's report shall be made in the same manner as described in B.2, above.

E. Superintendent's Report to the Department Regarding Credential Holders.

The Superintendent shall report misconduct by Credential Holders to the N.H. Department of Education in accordance with section 510.05 (c) of the NH Code of Conduct.

F. Procedures.

The Superintendent may establish such administrative procedures, forms, etc. as he/she may deem necessary or appropriate to implement this policy.

G. Dissemination.

The content or a copy of this policy should be included in every employee/staff member handbook, and/or otherwise provided annually to each employee, designated volunteer, and contracted consultant.

Legal References:

N.H. Dept. of Education Administrative Rule – Ed 510.01- 510.05, Code of Conduct for NH Educators

Adopted: November 7, 2019

CANDIA SCHOOL DISTRICT
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Candia School Board directs the Superintendent or designee to take steps to ensure compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), which grants individuals the right to receive notice of the uses and disclosures of their protected health information that may be made by the district, and sets forth the individual's rights and the Candia School District's legal obligations with respect to protected health information.

Confidentiality of Individually Identifiable Health Information

The Candia School District and its employees will not use or disclose an individual's protected health information for any purpose without the properly documented consent or authorization of the individual or his/her authorized representative unless required or authorized to do so under state/federal law or this policy, unless an emergency exists or the information has been sufficiently de-identified that the recipient of the information would be unable to link the information to a specific individual.

Prior to releasing any protected health information for the purposes set forth above, the Candia School District representative disclosing the information shall verify the identity and authority of the individual to whom disclosure is made. This verification may include the examination of official documents, badges, driver's licenses, workplace identity cards, credentials or other relevant forms of identification or verification.

All employees of the Candia School District are expected to comply with the administration of this policy. Any violation of the HIPAA privacy or security standards or this policy shall constitute grounds for disciplinary action, up to and including termination of employment.

Any employee of the Candia School District who believes that there has been a breach of the integrity or confidentiality of any person's protected health information shall immediately report such breach to his/her immediate supervisor or ~~Assistant Superintendent~~ **Superintendent of Schools**. Any employee involved in retaliatory behavior or reprisals against another individual for reporting an infraction of this policy is subject to disciplinary action up to and including termination of employment.

If the ~~Assistant Superintendent~~ **Superintendent** agrees that there has been a breach of this privacy policy or of the procedures of the Candia School District, he/she shall make a determination of the potentially harmful effects of the unauthorized use or disclosure and decide upon a course of action to minimize the harm. Any individual responsible for the unauthorized use or disclosure is referred to the Superintendent or designee for appropriate disciplinary measures.

Notice

The Candia School District shall distribute a Notice of Privacy Practices within one month of the initial adoption of this policy, and thereafter to all employees at the time of their enrollment in their health plan and within 60 days of any material revision. The notice shall also be posted in a clear and prominent location in each facility in the Candia Moore School and be printed in staff handbooks.

Training

All employees shall receive training regarding the Candia School District's privacy policies and procedures as necessary and appropriate to carry out their job duties. Training shall also be provided when there is a material change in the district's privacy practices or procedures.

Documentation

Documentation shall be required in support of the policies and procedures of the Candia School District and all other parts of the HIPAA privacy regulations that directly require documentation, including, but not limited to, all authorizations and revocations of authorizations, complaints and disposition of complaints. All documentation shall be kept in written or electronic form for a period of six years.

Legal Reference:

Public Law 104-191, Health Insurance Portability and Accountability Act of 1996

Adopted: June 2, 2005

CANDIA SCHOOL DISTRICT
HEALTH INSURANCE PORTABILITY AND ACCOUNT ABILITY ACT (HIPAA)

NOTICE OF PRIVACY PRACTICES

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

If you have any questions about this notice, please contact the **Assistant Superintendent of Schools** at (603) 622-3731.

Who will Follow the Requirements of this Notice

This notice describes the Candia School District's practices and those of its employee. The Candia School District employees may share medical information with each other for the purposes of treatment, payment or other operations of the district as described in this notice.

Privacy of Health Information

We understand that medical information about you and your health is personal. This notice tells you about the ways in which we may use and disclose medical information about you. We also describe your rights and certain obligations that we have regarding the use and disclosure of medical information. We are required by law to:

1. Assure the medical information that identifies you is kept private;
2. Give you this notice of our legal duties and privacy practices with respect to medical information about you; and
3. Follow the terms of the notice that is currently in effect.

Use and Disclosure of Medical Information

The following describes the different ways that we may use and disclose medical information. Generally, private health information may be released without your authorization for the purposes of treatment, payment, or other health care operations of the Candia School District. Medical information may also be released for the following purposes:

1. As required by law;
2. Public health services;
3. In connection with the investigation of abuse, neglect, or domestic violence;
4. Health oversight agencies in connection with health oversight activities;
5. Judicial and administrative proceedings;
6. Law enforcement;
7. Coroners, medical examiners, and funeral directors;
8. Research if a waiver of authorization has been obtained;
9. Prevent serious and imminent harm to the health or safety of a person or the public;
10. Specialized governmental functions;
11. Military and veteran activities;
12. National security and intelligence; or
13. Workers compensation if necessary to comply with the laws relating to workers compensation and other similar programs.

You have the following rights regarding medical information that we maintain about you:

Right to Inspect and Copy

You have the right to inspect and copy medical information that may be used to make decisions about you, including medical and billing records. To inspect and copy medical information about you, you must submit your request in writing to ~~Assistant Superintendent~~ **the Superintendent of Schools**. If you request a copy of this information, we may charge a fee for the costs of copying, mailing, or other supplies associated with your request.

Right to Amend

If you feel that the medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for the Candia School District. To request an amendment, your request must be made in writing and submitted to ~~Assistant Superintendent~~ **the Superintendent of Schools**. In addition, you must provide a reason that supports your request. We may deny your request if the information:

1. Is not in writing or properly supported by a reason;
2. Is not part of the medical record kept by the district; or
3. Is not accurate and complete.

Right to Request Accounting of Disclosures

You have the right to request an "accounting of disclosures." This is a list of the disclosures we have made of medical information about you. To request this list, you must submit your request in writing to ~~Assistant Superintendent~~ **the Superintendent of Schools**. Your request must state a time period that may not be longer than six years and may not include dates before April 14, 2003. Your request must also indicate in what form you want the list (for example on paper or electronically).

Right to Request Restrictions

You have the right to request a restriction or limitation on the medical information that we use or disclose about you for treatment, payment, or health care operations. You also have the right to request a limit on the medical information that we disclose about you to someone who is involved in your care or the payment for your care. However, we are not required to agree to your request. If we do agree, we will comply with your request unless the information is needed to provide you with emergency treatment. To request restrictions, you must make a written request to ~~Assistant Superintendent~~ **Superintendent of Schools**, telling us what information you want to limit; whether you want to limit our use, disclosure or both; and to whom you want the limits to apply, for example disclosures to your spouse.

Right to Request Confidential Communications

You have the right to request that we communicate with you about medical matters in a certain way or at a certain location, for example by mail or only at work. To request confidential communications, you must make your request in writing to ~~Assistant Superintendent~~ **the Superintendent of Schools**, to specify how or where you wish to be contacted. We will not ask

you the reason for your request and will accommodate all reasonable requests.

CSD File: GBJA-R

Right to a Paper Copy of this Notice

You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy. You may obtain a copy of this notice by contacting **Assistant Superintendent the Superintendent of Schools.**

Changes to this Notice

We reserve the right to make changes to this notice and to make the revision or change applicable to medical information we already have about you. We will post a copy of the current notice in the Candia Moore School.

Complaints

If you believe your privacy rights have been violated, you may file a complaint with the Candia School District. To file a complaint, please contact SAU #15, 90 Farmer Road, Hooksett, NH 03106, (603) 622-3731.

All complaints must be submitted in writing. You may also contact the Office for Civil Rights, U.S. Department of Health and Human Services, 200 Independence Avenue, S. W., Room 509F, HHH Building, Washington, D.C., 20201-0004, (800) 368-1019.

Other Uses of Medical Information

Other uses and disclosures of medical information not covered by this notice will be made only with your written permission. If you provide us with permission to use or disclose medical information about you, you may revoke that permission in writing at any time. If you revoke your permission, we will no longer use or disclose medical information about you for the reason covered by your written authorization. However, we will not be able to take back any disclosures that we already made during any period in which your permission was in effect.

Adopted: June 2, 2005

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: _____
Principal

Date: _____

Approved: _____
Assistant Superintendent Superintendent

Date: _____

Does Require School Board Approval*

Date: _____

Does Not Require School Board Approval

See Policy IJOA* - "Any overnight or out-of-state field trips"
Adopted: June 9, 2009
Reviewed: January 3, 2019

CANDIA SCHOOL DISTRICT
SEXUAL HARASSMENT AND SEXUAL VIOLENCE-STUDENTS

SEXUAL DISCRIMINATION, HARASSMENT AND VIOLENCE

I. PURPOSE

The purpose of this policy is to maintain a learning 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 student to harass another 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 student to be sexually violent toward another student, 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 student 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: Assistant Superintendent **the Superintendent of Schools** 90 Farmer Rd., Hooksett, NH 03106, mpolak@sau15.net, wrearick@sau15.net 603-322-3731 x12.

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, students, parents or legal guardians, 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 student who believes he or she has been the victim of sexual harassment should report the alleged act(s) immediately to a school district employee. That employee shall then report the allegation immediately to an appropriate District official, as designated by this policy. The District encourages the reporting student 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 student's standing in school, grades, assignments, or right to attend school and receive and education. The use of formal reporting forms provided by the District is voluntary. Certain

students, especially younger children, may not be able to submit a written complaint. In such cases, the District will make available alternate methods of filing complaints.

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 student 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.

When the complainant and/or respondent are minor students, notices shall be provided to the student's parent or legal guardian.

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. Students who are interviewed may have a parent present during the interview.

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 3 Square, 8th Floor, Boston, MA 02019-3921; Telephone number (617) 289-0111; Fax number (617) 289-0150; E-mail 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.

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. AGE-APPROPRIATE SEXUAL HARASSMENT POLICY

Ed 303.01(j) requires the school board to establish a policy on sexual harassment, written in age appropriate language and published and available in written form to all students. This policy is intended to apply to middle-school and high-school aged students.

The Superintendent and Building Principal(s) are charged with establishing policies, rules, protocols and other necessary age-appropriate information or materials for the District's elementary schools.

XX. 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)(8), Student Harassment

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

**CANDIA SCHOOL DISTRICT
MODIFICATION OF A WEAPONS EXPULSION**

Pursuant to RSA 193:13, IV, the Superintendent may, upon written application of an expelled pupil, recommend modification to the expulsion. Prior to the School Board's consenting to such a modification, the pupil shall be required to submit to the Superintendent sufficient evidence in the form of letters, work history or other documents or testimony demonstrating that it is in the school's best interest and the pupil's best interest to allow a modification. In making such a decision, due regard will be given to other pupils and staff whose safety and well-being shall be of paramount importance.

See policy JICI

**APPENDIX A
ADMINISTRATIVE PROCEDURE TO ACCOMPANY POLICY JICI-R**

An expelled pupil has the right to request a review of the expulsion prior to the start of each school year.

A request for review should be directed, by the pupil, to the Superintendent of Schools and should be received by the Superintendent on or before July 1. The request shall set forth each and all reasons why the pupil's right to attend school should be reinstated. Of particular importance would necessarily be such information as might convince school authorities that the conduct which led to the expulsion would not be repeated.

The Superintendent of Schools or **Assistant Superintendent (or designee)** and the Principal or an Assistant Principal at the applicable school shall direct written recommendation to the Board with a copy to the pupil.

The expulsion may be continued: the pupil may be reinstated without conditions; or the pupil may be required to meet certain conditions prior to reinstatement. A code of conduct and consequences may be established for a reinstated pupil that are more strict than for the general student population.

**APPENDIX B
ADMINISTRATIVE PROCEDURE TO ACCOMPANY POLICY JICI-R**

The mandatory 12-month expulsion from school for bringing or possessing a firearm in a safe school zone may be modified on a case-by-case basis in the sole discretion of the Superintendent of Schools in the following situations:

1. The Superintendent determines that possession of the firearm was inadvertent in that another person had left the firearm in the pupil's vehicle; and the pupil had not noticed that s/he was bringing the firearm within the safe school zone; or
2. The Superintendent determines that the pupil intended to use the firearm for sport immediately before or after school and had no intention to display the firearm to other students.

3. The pupil is in the fifth grade or lower grade and the Superintendent determines that the pupil did not properly understand the dangers of firearms when the firearm was brought to school.

4. The Superintendent determines that the firearm was not loaded; and that no ammunition was reasonably available; and that the pupil had no intention to display the firearm to other students.

Adopted: October 6, 2011

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

The ~~Assistant Superintendent~~ **Superintendent** of Schools 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~~ **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.

Legal Reference:

Section 504 of the Rehabilitation Act of 1973, 34 CFR § 104.7(b)

Adopted: September 12, 2002

Revised: August 2, 2007

Reviewed: January 30, 2020

CANDIA SCHOOL DISTRICT CHANGE OF SCHOOL OR ASSIGNMENT

In circumstances where the best interests of a pupil warrant a change of school assignment, the Superintendent or his/her designee is authorized to reassign a pupil from the public school to which he/she is currently assigned to another public school, or to approve a request from another Superintendent to accept a transfer of a pupil from a school district that is not part of the SAU, under the following conditions and procedure:

CONDITIONS AND PROCEDURES FOR REASSIGNMENT

- ~~1. The parent(s) or legal guardian(s) (or Superintendent of another SAU) shall make a written request to the Superintendent or consents to the recommendation of the Superintendent for a change of school assignment. In the request, the parent(s)/legal guardian(s) shall state why the best interests of the pupil warrant a reassignment.~~
- ~~2. The Superintendent shall fully consider this written request, shall meet with the parent(s) or legal guardian(s), if necessary, and shall make a decision concerning the re-assignment request.~~
- ~~3. The Superintendent's decision shall be based on the best interests of the pupil, as determined by the Superintendent. The Superintendent may develop administrative regulations concerning the factors that will be considered in making such a determination.~~
- ~~4. If the Superintendent determines that the best interest of the pupil warrants a reassignment, he/she will present the matter to the school board. The board must vote to approve the re-assignment before the reassignment can occur. Upon school board approval, the Superintendent may reassign the pupil to: (a) another school within the same school district; (b) another school district within the same SAU; or (c) a school district in another SAU, subject to the pupil meeting the admission requirements of such school, and subject to the agreement of the Superintendent of the receiving SAU and approval of the school boards of both the sending and receiving school districts.~~
- ~~5. The Superintendent will issue a written decision to the parent/guardian.~~
- ~~6. The total reassignments or transfer made under this policy in any one school year shall not exceed one (1) percent of the average daily membership in residence of a school district, or five (5) percent of the average daily membership in residence of any single school, whichever is greater, unless the school board votes to exceed this limit.~~
- ~~7. Reassignments made under this policy which exceed the percentages provided in #6 above, must have the prior written approval of the School Board.~~

COUNT OF RE-ASSIGNED PUPILS, TUITION PAYMENT AND RATE, AND TRANSPORTATION

~~Pupils reassigned under this policy shall be counted in the average daily membership in residence of a given pupil's resident school district. Said pupil's resident district shall forward any tuition payment due to the District to which said pupil was assigned.~~

~~The Superintendents involved in the reassignment of a pupil shall jointly establish a tuition rate for each such pupil. Some or all of the tuition may be waived by the Superintendent of the receiving district for good cause shown, or pursuant to any applicable policy(ies) of the receiving district, presuming said action is not contrary to law.~~

~~The cost of transportation for any pupil re-assigned under this policy shall be the sole responsibility of the parent/legal guardian.~~

ROLE OF DEPARTMENT OF EDUCATION

~~The Superintendent of the pupil's resident SAU shall notify the Department of Education within thirty (30) days of any reassignment made under this policy.~~

MANIFEST EDUCATIONAL HARDSHIP CHANGE OF ASSIGNMENT

~~When a parent(s)/legal guardian(s) believe that an initial assignment has been made which will result in a manifest educational hardship to the pupil, said parent(s)/legal guardian(s) may seek a change of assignment in accordance with RSA 193:3 and Policy JEC, Manifest Educational Hardship.~~

~~A placement made relative to a student's special education needs and services shall not be deemed a change of school assignment for purposes of this section.~~

Resident students of the Candia School District shall be assigned to a public school within the District by the Superintendent or designee. The Board recognizes that in unusual and extraordinary circumstances, parents or guardians may wish to request a change of assignment to another public school, public academy, or approved private school within the District. When the parents or guardians believe that the student's assignment is not in the student's best interests or will result in a manifest educational hardship to the student, the District will consider requests for reassignment in accordance with this Policy and the most restrictive provisions of law.

A. Best Interest Reassignment – Determination by Superintendent.

Consistent with RSA 193:3, I, and subject to the provisions below, the Superintendent is authorized to reassign a student residing in the District to another public school, public academy, or approved private school.

The authorization granted Superintendent to make reassignments under this Policy applies only after application is made by the parent or guardian of the student or with the parents' or guardian's consent, and upon a finding by the Superintendent that reassignment is in the student's best interests due to the student's academic, physical, personal, or social needs.

This Policy, however, does not limit the Superintendent's authority to make other in-District assignments consistent with applicable Board policies and administrative rules.

1. Procedure:

- a. In order to initiate consideration of a reassignment based upon the child's best interests, the parent/guardian shall submit to the Superintendent a written request stating why and/or how the student's best interests warrant reassignment. In order to facilitate a determination, the application may also include any additional information described in Section 1(d) below. The written request should be mailed or delivered to the SAU office, or emailed to the Superintendent at the email address provided on the District's website.
- b. Upon receipt of the request, the Superintendent shall schedule a meeting (the "reassignment meeting") with the parent or guardian, to be held within ten (10) days of receiving the request.

- c. Prior to or at the reassignment meeting, the parent or guardian shall make a specific request that the student be re-assigned to another public school, public academy, or approved private school..
- d. At the reassignment meeting, the parent or guardian may present documents, witnesses, or other relevant evidence supporting the parent's belief that reassignment is in the best interest of the student.
- e. The Superintendent may present such information as he or she deems appropriate.
- f. In determining whether reassignment is in the student's best interest the Superintendent shall consider the student's academic, physical, personal, or social needs.

2. Finding Reassignment is or is not in the Student's Best Interest.

- a. Within five (5) school days of the reassignment meeting, the Superintendent shall deliver to the parent/guardian a written determination as to whether or not reassignment is in the child's best interest. Delivery of the written determination should be done in a manner to produce evidence of the delivery (e.g., hand delivery, email, fax, certified or registered mail).
- b. If the Superintendent finds it is in the best of the interest of the student to change the student's school or assignment, the Superintendent shall initiate:
 - i. A change of assignment within the student's current assigned school;
 - ii. The student's transfer to another public school, public academy, or approved private school within the District; or
 - iii. The student's transfer to a public school, public academy, or approved private school in another district.
- c. If the Superintendent does not find that it is in the best interest of the student to change the student's school or assignment, the parent or guardian may request a manifest educational hardship hearing before the School Board as provided in Section B of this Policy.

3. Reassignment Based on Best Interest.

- a. If a student is reassigned as a result of a best interest determination, the Superintendent shall work with the Superintendent of the receiving district/school to determine whether the district/school to which the student is to be assigned will accept the student and to establish a tuition rate for such student.
- b. The Superintendent's reassignment of a student based on a finding that it is in the student's best interest is not binding on the receiving district or school. Students who are reassigned must be accepted for attendance at the school/district to which they are reassigned and their continued attendance will be determined by the receiving school/district.
- c. Any reassignment to a public school or public academy in another district as a result of a best interest determination will be conditioned on the Superintendent and the Superintendent/Administrator of the receiving district/school reaching an agreement on the tuition to be charged to the student's resident district. For a reassignment to an approved private school,

the private school may charge tuition to the parent or enter an agreement for payment of tuition with the District.

- d. Pursuant to RSA 193:3, I (g), if the Superintendent has made a finding that it is in the best interest of the student to be reassigned, tuition has been established, and the student is accepted, then the School Board shall approve the tuition payment.
- e. Transportation for a student reassigned under this Section A (best interest) shall be the responsibility of the parent or legal guardian.
- f. Unless otherwise stated by the Superintendent, all reassignments based on best interest shall be limited to one (1) school year.

4. **Other In-District Assignments.** Nothing in this Policy is intended to limit authority otherwise extended to the Superintendent to make assignments or reassignments to District Schools or schools with which the District contracts according to the policies, regulations, and ordinary practices of the District.

B. Manifest Educational Hardship – Determination by School Board and Appeal to State Board.

If, after following the procedure outlined in Section A of this Policy, the Superintendent found that it was not in the best interest of the student to be reassigned as requested by the student's parent or guardian, then the parent or guardian may request a manifest educational hardship hearing before the School Board within thirty (30) days of receipt of the Superintendent's written decision denying the best interest reassignment.

1. **"Manifest Educational Hardship" Defined.** As provided in RSA 193:3, II (a), "manifest educational hardship" means that a student has a documented hardship in the student's current educational placement; and that such hardship has a detrimental or negative impact on the student's academic achievement or growth, physical safety, or social and emotional well-being. Such hardship must be so severe, pervasive, or persistent that it interferes with or limits the ability of the student to receive an education.

2. Procedure for Determination of Manifest Educational Hardship.

- a. The Superintendent shall duly notify the School Board that the parent or guardian has requested a manifest educational hardship hearing, and the School Board shall schedule a hearing to be held no more than fifteen (15) days after the request has been received by the Superintendent. The Board shall provide at least two (2) full days notice of the hearing. The Board will conduct the hearing in non-public session, unless the parent or guardian requests the hearing be held in public session, under RSA 91-A:3, II(c).
- b. Prior to or at such hearing, the parent or guardian shall provide to the Superintendent a specific request in writing to be reassigned to a particular school and the reasons for the request. The Superintendent shall provide such request to the School Board at the hearing. Although not required, the parent or guardian may include the written request and reasons as part of the original hearing request.
- c. At such hearing, the parent or guardian may present documents, witnesses, or other relevant evidence supporting the parent's or guardian's belief that the student is experiencing a manifest educational hardship. The Superintendent may present such information as he or she may deem appropriate to assist the School Board in reaching its decision. The parties (or their appointed designee) shall have the right to examine

all evidence and witnesses. The formal rules of evidence shall not apply. The Board shall record the hearing.

- d. **The parent or guardian shall have the burden of establishing a manifest educational hardship by clear and convincing evidence**, which means that the evidence is highly and substantially more likely to be true than untrue, and the Board must be convinced that the existence of a manifest educational hardship is highly probable.
- e. The Board will render its decision in writing within seven (7) days after the hearing, and will forward its written decision to the parents or guardians via means producing proof of delivery (e.g., hand deliver, email, fax, or certified or registered mail). The decision will conform to the requirements of NH Dept. of Education Rule Ed. 320.

3. Finding of Manifest Educational Hardship.

- a. If the School Board finds that the student has a manifest educational hardship, the School Board shall grant the parent's or guardian's request to re-assign the student to another public school or public academy in the District.
- b. The School Board's reassignment of a student based on a finding of manifest educational hardship is not binding on the receiving district or school. Students who are reassigned must be accepted for attendance at the school/district to which they are reassigned and their continued attendance will be determined by the receiving school/district.
- c. If the student is assigned to a public school or public academy in another district because of a manifest educational hardship, tuition shall be determined according to RSA 193:4.
- d. If a student is assigned to an approved private school because of manifest educational hardship determination and the school agrees to enroll the student, it may charge tuition to the parent or guardian or may enter into an agreement for payment of tuition with the District.
- e. Unless otherwise stated by the School Board, all manifest educational hardship reassignments shall be limited to one (1) school year.

4. Finding that Manifest Educational Hardship was not Established – Appeal to the New Hampshire State Board of Education. If the School Board finds that the parent or guardian has not met their burden of proof, the parent or guardian may appeal the School Board's decision to the New Hampshire State Board of Education ("SBOE"), within thirty (30) days of receipt of the Board's written decision in accordance with NH Dept. of Ed. Rule Ed. 204.01 (g).

C. Admission Requirements. Students reassigned under this Policy shall meet the admission requirements of the school to which the student is to be reassigned.

D. Statutory Reassignment Limit. The total reassignments or transfers made under this Policy in any one school year will not exceed one (1) percent of the average daily membership in residence of the District, or five (5) percent of the average daily membership in residence of any single school, whichever is greater, unless the School Board votes to exceed this limit.

E. Count of Reassigned Pupils. Students reassigned under this Policy will be counted in the average daily membership in residence of the student's resident school district.

F. Notice to the Department of Education. The Superintendent will notify the Department of Education within thirty (30) days of any reassignment made under this Policy.

G. Special Education Placements. Students with disabilities as defined in RSA 186-C:2 shall be accorded a due process review and shall be assigned pursuant to rules adopted under RSA 186-C:16.

Legal References:

RSA 193:3, III, Change of School Assignment, RSA 193:14-a, Change of School Assignment; Duties of State Board of Education, N.H. Dept. of Education Administrative Rule Ed. 320

Adopted: August 2, 2007

Revised: October 6, 2011

Revised: November 05, 2015

Reviewed: February 2, 2017

Reviewed: January 31, 2019

ELIMINATE

CANDIA SCHOOL DISTRICT PROCEDURE FOR CONSIDERATION OF A MANIFEST EDUCATIONAL HARDSHIP REQUEST

The Superintendent will assign resident students to a public school within the District.

The Board recognizes that in unusual and extraordinary circumstances, a parent, guardian or other person having custody ("parent/guardian") may wish to request a change in the student's school assignment to another public school within the District or a public school in another district.

A. Procedure for Consideration of a Manifest Educational Hardship Request.

The following procedures will be utilized when a parent/guardian seeks a change of assignment within the District, or a waiver of assignment for his/her child from attending any school in the District based on an assertion that the current assignment constitutes a manifest educational hardship:

1. The parent/guardian will submit a written application to the Superintendent's office detailing the specific reasons why they believe that the current assignment constitutes a manifest educational hardship. Through the application, the parent/guardian may request that the child:
 - a. Attend another public school or public academy in the District; or
 - b. Attend a public school or public academy in another school district.
2. The Board will hold a hearing on the matter within thirty (30) days of receipt of the written request. The Board will hear the matter in non-public session, unless the parent/guardian requests the hearing be held in public session, subject to RSA 91-A:3, II(c).
3. Prior to the hearing, the Superintendent shall provide the Board his/her recommendations regarding the parent/guardian's request. Such recommendations may be provided orally at the hearing, or in writing at or before the hearing, with a copy to the parent/guardian.
4. At the hearing, the parent/guardian may use whatever information he/she deems is necessary and appropriate to support the request.
5. In determining whether the current assignment of the student constitutes a manifest educational hardship, and what the corresponding appropriate action should be, the Board will consider all information presented by the parent/guardian, the recommendations of the Superintendent, and any other information which the Board deems relevant and useful.
6. The Board may find that a manifest educational hardship exists provided that parent/guardian demonstrates that attendance at the assigned school will have a detrimental effect on the child's education, and that another public school or public academy, either within the District or in another district, can reasonably meet the child's educational needs.
7. The Board shall find that a manifest educational hardship exists if it determines that there is clear and convincing evidence that:

- a. A compelling amount of a child's academic, physical, personal, or social needs cannot be met by the assigned school or are not found within the student body of the assigned school;
 - b. The attendance at the assigned school will impair the educational progress of the child; and
 - c. Another public school or public academy, either within the district or in another district, can reasonably meet the child's educational needs.
8. The Board reserves the legal right to make a determination on whether a given request constitutes a manifest educational hardship, and what the corresponding action should be, on a case by case basis.
9. The Board will render its decision in writing within fifteen (15) days after the Board meeting in which the parent/guardian addressed the Board, and will forward its written decision to the parents or guardians via means producing third party proof of delivery (e.g., Certified, FedEx, UPS, etc.).
10. If a parent or guardian is aggrieved by the decision of the Board, he/she may appeal to the State Board of Education within thirty (30) days of receipt of the local board in accordance with the provisions of Ed 200.

B. Children with Disabilities.

Children with disabilities as defined in RSA 186-C:2 shall be accorded a due process review pursuant to rules adopted under RSA 186-C:16.

C. Tuition and Transportation.

If the child is assigned to attend school in another district ("receiving district"), tuition to be paid by the Candia School District to the receiving district shall be computed as provided in RSA 193:4. Some or all of the tuition may be waived by the Superintendent/board of the receiving district.

The cost of transportation shall be the responsibility of the parent/guardian.

Legal References:

RSA 193:3, Change of School or Assignment; Manifest Educational Hardship NH Code of Admin. Rule, Section Ed 320, Manifest Educational Hardship
NH Code of Admin. Rule, Section Ed 200, Rules of Practice and Procedure

Adopted: December 13, 1999

Revised: October 6, 2011

Revised: March 7, 2019

**CANDIA SCHOOL DISTRICT
PERSONAL DEVICE USAGE POLICY
CONSIDER ELIMINATING**

The Candia School District has a right to protect its network and technical resources. Thus, any network user who brings his/her own personal device into the school building is required to adhere to the Acceptable Use Policy (AUP), Policy #'s JICL and JICL-R, and sign a copy of the Candia School District Acceptable Use Contract. In addition, the student and parent/legal guardian must also sign the BYOD (Bring Your Own Device) Student User Agreement.

The BYOD Student User Agreement will be reviewed and adopted annually.

**Candia School District
Bring Your Own Device (BYOD)
Student User Agreement**

Purpose:

Many students' lives today are filled with media that gives them mobile access to information and resources 24/7. Outside school, students are free to pursue their interest in their own way and at their own pace. The opportunities are limitless, borderless, and instantaneous. In an effort to put students at the center and empower them to take control of their own learning, the Candia School District will allow students to use personal technology devices. Students wishing to participate must follow the responsibilities stated in the Acceptable Use Policy as well as the following guidelines.

Device Types:

For the purpose of this program, the word "device" means a privately owned wireless and/or portable electronic piece of equipment that includes laptops, netbooks, tablets/slates, iPod Touches, cell and smart phones.

Guidelines:

1. Any student who wishes to use a personally owned electronic device within the Candia School District must read and sign this agreement and submit it to the building principal. The student's parent/guardian must also sign this agreement.
2. The student takes full responsibility for his or her device. The school is not responsible for the security of the device.
3. The student is responsible for the proper care of their personal device, including any costs of repair, replacement or any modifications needed to use the device at school.
4. The school reserves the right to inspect a student's personal device if there is reason to believe that the student has violated Board policies, administrative procedures, school rules or has engaged in other misconduct while using their personal device.
5. Violations of any Board policies, administrative procedures or school rules involving a student's personally owned device may result in the loss of use of the device in school and/or disciplinary action.
6. The student complies with the request of an adult in charge regarding the use of device.
7. Personal devices shall be charged prior to bringing it to school and shall be capable of running off its own battery while at school.
8. The student may not use the devices to record, transmit or post photos or video of a person or persons on campus, or buses, nor can any images or video recorded at school be transmitted or posted at any time without the express permission of a teacher.
9. The student should only use their device to access relevant files.
10. The student will use the guest wireless network. Use of 3G, 4G or similar wireless connections is not allowed.

11. The device will be electronically registered and monitored and if needed, removed from the network.
12. Students in K-8 are not permitted to use their device at lunch or recess.
13. Students in grades 2-8 will be permitted to utilize their device on school buses consistent with the guidelines.
14. Students in grades K-8 will not be permitted to use their device in the bathroom.

**Candia School District
Bring Your Own Device (BYOD)
Student User Agreement**

As a student I understand and will abide by the above policy and guidelines. I further understand that any violation of the above may result in the loss of my network and/or device privileges as well as other disciplinary action.

As a parent I understand that my child will be responsible for abiding by the above policy and guidelines. I have read and discussed them with her/him and they understand the responsibility they have in the use of their personal device.

Device #1

Serial Number

Device #2

Serial Number

Student's Signature

Date

Please print Student's Name

Student's Grade

Parent's Signature

Date

Please print Parent's Name

NOTE: Students must also complete the Acceptable Use Contract (Policy #JICL-R).

Adopted: October 6, 2011

Revised: June 7, 2012, June 6, 2013

Reviewed: May 7, 2015

Revised: April 7, 2016, June 6, 2019

Reviewed: June 3, 2021, September 8, 2022, June 1, 2023

NEW-REQUIRED (Language from NHSBA)

CANDIA SCHOOL DISTRICT
EMERGENCY PLAN FOR SPORTS RELATED INJURIES

For responding to serious or potentially life-threatening injuries sustained from sports or other school sponsored athletic activities. The Sports Injury Emergency Action Plan shall:

- a. Document the proper procedures to be followed when a student sustains a serious injury or illness while participating in school sponsored sports or other athletic activity;
- b. List the employees, team coaches, and licensed athletic trainers in each school who are trained in first aid or cardiopulmonary resuscitation;
- c. Identify the employees, team coaches, or licensed athletic trainers responsible for carrying out the emergency action plan;
- d. Identify the activity location, address, or venue for the purpose of directing emergency personnel;
- e. Identify the equipment and supplies and location thereof needed to respond to the emergency;
- f. Identify the location of any automated external defibrillators and personnel trained in the use of the automated external defibrillator; and
- g. Document policies related to cooling for an exertional heat stroke victim consistent with guidelines established by the American College of Sports Medicine and the National Athletic Trainers' Association.

Dissemination of Sports Injury Emergency Action Plan.

The Sports Injury Emergency Action Plan shall be posted within each school and disseminated to, and coordinated with, pertinent emergency medical services, fire department, and law enforcement.

Additional Written Protocols and Procedures Required.

The Superintendent or his/her designee shall develop written procedures and protocols as described below:

Hydration, Heat Acclimatization and Wet Globe Temperature – protocols relating to hydration, heat acclimatization and wet bulb globe temperature as established by the American College of Sports Medicine and the National Athletic Trainers' Association;

Student Medical History – procedures for obtaining student-participant medical information for each student athlete prior to engaging in sports. Such information must include:

- a. injury or illness related to or involving any head, face, or cervical spine;
- b. cardiac injury or diagnosis;
- c. exertional heat stroke;
- d. sickle cell trait;
- e. asthma;

- f. allergies; or
- g. diabetes

Access, filing, and confidentiality of student-participant medical information shall be managed in accordance with the Family Educational Rights and Privacy Act (FERPA), and the Health Insurance Portability and Accountability Act (HIPAA).

Student Return to Play - Procedures governing a student's to return to play after a sports or illness related injury pertaining to this policy are in addition to the return to play provisions specific to head injuries set forth in Board policy JLCJ, and copies of the procedures must be maintained at the SAU office and available to the Department of Education and public upon request.

Annual Review and Update. The Superintendent and/or designee shall assure that the Sports Injury Emergency Action Plan, and all procedures and protocols adopted pursuant to this policy are reviewed no less than annually and updated as necessary. Copies of the updated Plan and procedures should be provided to the Board no later than the start of each school year.

Inclusion of Sports Injury Emergency Action Plan with Emergency Response Plan. The Sports Injury Emergency Action Plan shall be included with each school's annual Emergency Response Plan.

Legal References:

20 U.S.C. §1232g, Family Educational Rights and Privacy Act (FERPA)

