

Hinsdale School Board Meeting
May 14, 2025
SAU Conference Room
6:00 PM

This meeting is being held in person and via Zoom.

Zoom Link:

<https://us06web.zoom.us/j/83981747011?pwd=iqWf1UHUF4vLrz3pPiwQ8MRs49AaIq.1>
Meeting ID: 839 8174 7011

In an effort to maximize our meeting time and make efficient our work on behalf of our students, Hinsdale School Board members have subscribed to the following meeting norms:

1. We will be respectful to all speakers.
2. We listen to understand and not to respond.
3. We will be fully present at the meeting by becoming familiar with materials before we arrive.
4. We will be attentive to how our physical and verbal expressions affect others.
5. Each of us is responsible for respectfully airing disagreements with each other in a timely manner rather than sharing them with others.
6. We will be responsible for examining all points of view before a consensus is accepted.

- | | |
|--|---------------|
| 1. Call to Order | A. Anderson |
| 2. Review of the Manifests | A. Anderson |
| 3. Minutes | A. Anderson |
| <ol style="list-style-type: none">1. Motion to accept the public minutes of the Public Hearing of April 9, 2025.2. Motion to accept the public and non-public minutes of April 9, 2025. | |
| 4. Citizens' Comments | A. Anderson |
| Citizens will state their name and then direct their comment to the Chair. If needed, the Chair will ask for Board or Administrative response. The Chair will respond at the next scheduled board meeting if required. | |
| 5. Student Presentations: Travel Club and Sunnyside Learning Excursion | HMHS Students |
| 6. Student Board Member Items | K. Howe |

7. Superintendent's Report

Dr. Ryan

1. Superintendent's Report – D. Ryan
2. Business Administrator's Report - J. Fortson
3. Director of Academics and Career Readiness' Report - K. Thompson
4. Principals' Reports - A. Roth (HMHS); Dr. Bremner (HES)
5. IT Director's Report - J. Therieau
6. Director of Student Services' Report – P. Wallace
7. Facilities Director's Report – N. Boudreau

8. New Board Business

A. Anderson

1. Winchester Hinsdale Tuition Agreement
2. General Assurances
3. Reaffirmation of:
 - a. DAB - Fund Balance Policy
 - b. DAF - Administration of Federal Grant Funds
 - c. DFA - Investment Policy
 - d. EHAB - Data Governance Plan
4. Superintendent Hiring Authority
5. Travel Club Request for 2027
6. Policies – Final Readings:
 - a. ACAC – Title IX Sexual Harassment Policy and Grievance Process
 - b. BBBF – Student Board Members
 - c. IMGB – Therapy Animals
 - d. JFABE – Foster Children
 - e. JI – Student Rights and Responsibilities
 - f. JICD – Student Discipline and Due Process
 - g. JJJ – Access by Nonpublic Students
 - h. JKAA – Use of Restraints
 - i. JRA – Access to Student Records – FERPA
 - j. KEE – Website Accessibility and Grievance

Other Business

A. Anderson

7. Any other business to be conducted by the Board

9. Committee Reports

A. Anderson

Vision Statement

Supporting students by providing personalized learning and creating connections with the greater community.

Mission Statement

The Hinsdale School District works collaboratively with the community to create a safe learning environment that supports opportunities for personalized learning for all students. Our students will be lifelong learners that will be prepared to succeed in an ever-changing and diverse world.

1. Budget Committee Representative (A. Anderson, K. Hemlow = alternate)
2. Community Connections (A. Anderson, K. Hemlow)
3. Facilities Maintenance/Emergency (W. Dingman, Jr.)
4. HASP Advisory Board (K. Gardner, K. Hemlow)
5. Legislation/NHSBA (A. Anderson)
6. Personnel Committee (A. Anderson, W. Dingman, Jr.)
7. Policy Committee (K. Gardner)
8. Selectboard Representative (W. Dingman, Jr., M. Sprague = alternate)
9. Strategic Plan Steering Committee (A. Anderson, K. Hemlow)
10. Tuition Exploratory Committee (K. Gardner, K. Hemlow)
11. Wellness (K. Hemlow, M. Sprague)
12. Winchester Hinsdale Tuition Agreement Committee (A. Anderson, K. Hemlow; M. Sprague = alternate)

- | | |
|---|-------------|
| 10. Citizens' Comments | A. Anderson |
| <p>Citizens will state their names and then direct comments to the Chair. If needed, the Chair will ask for Board or Administrative response. The Chair will respond at the next scheduled board meeting if required.</p> | |
| 11. Non-public RSA 91 A:3 II (a)(b)(c)(d)(e)(i)(k)(l)(m) (as needed) | A. Anderson |
| 12. Adjournment | A. Anderson |

Vision Statement

Supporting students by providing personalized learning and creating connections with the greater community.

Mission Statement

The Hinsdale School District works collaboratively with the community to create a safe learning environment that supports opportunities for personalized learning for all students. Our students will be lifelong learners that will be prepared to succeed in an ever-changing and diverse world.

MINUTES

**Hinsdale School Board Public Hearing
Winchester Hinsdale Tuition Agreement
Robin Beauregard Gymnasium at the Hinsdale Middle High School
April 9, 2025
5:00 PM**

Board Members Present: April Anderson, Wayne Dingman, Jr., Kendra Gardner, Kaylah Hemlow, and Marc Sprague

Administration Present: Nathan Boudreau, Facilities Director; Dr. Molly Bremner, HES Principal; Jane Fortson, Business Administrator; Anna Roth, HMHS Principal; Dr. David Ryan, Superintendent; and Justin Therieau, Director of Technology

Minutes Recorded by: Maria Webb, Executive Assistant

Call to Order:

A. Anderson called the meeting to order at 5:02 pm.

Winchester Hinsdale Tuition Agreement Discussion:

Dr. Ryan introduced the members of the Winchester Hinsdale Tuition Agreement Committee. He shared that the Tuition Exploratory Committee was formed in 2019 with the charge to explore the possibility of having high school students from other towns attend Hinsdale High School.

Dr. Ryan shared a PowerPoint presentation regarding the development of the proposed tuition agreement, highlighting the following topics from the agreement:

- Term
- Tuition cost
- Capital costs
- Enrollment requirements
- Outreach and communication
- School year calendar
- Collaborative governance
- Financial implications
- Revenue projections
- Potential tax impact
- Costs paid by the WSD
- Projected enrollment

Dr. Ryan stated, “We are not sacrificing achievement; we are increasing opportunities.” Noted the positive impact that being Winchester’s anchor high school could have on athletics, music and band, and course choices, including AP courses.

Dr. Ryan shared the timeline for the next steps and the approval process. There will be a special school district meeting for the Hinsdale school district residents to vote on the agreement on Tuesday, May 13th, at 6:00 PM. If the agreement is approved, it will go before the NH State Board of Education by June 12, 2025 for approval.

A. Anderson opened up the session for feedback and questions from the community.

Joe Boggio spoke and emphasized the importance of helping both Hinsdale and Winchester students feel part of one community.

Another citizen expressed concerns about the property tax rate in the town.

Jane Parker asked about the current cost per pupil in Hinsdale and why the Winchester tuition would be a lesser amount. J. Fortson explained the factors that went into the projected tuition cost for Winchester students. Noted that Winchester is paying for their students' special education costs, transportation costs and career and technical education (CTE) costs.

Ms. Parker asked how we determine the number of Winchester students coming to Hinsdale. J. Fortson shared that, according to the agreement, by November 1 of each year, Winchester will provide an estimate of the number of students who will be attending HHS in the next school year.

Mary White asked if we would continue to receive grants as planned in the budget. J. Fortson noted that we have not been notified of any changes at this time.

Tim Crowley asked if Winchester residents will be voting on the agreement. Dr. Ryan shared the schedule for the deliberative session and voting in Winchester. Noted that the Winchester School Board voted in favor of the agreement.

Karyn Hammond spoke regarding the importance of bringing the students from both districts together to build community. Dr. Ryan shared that A. Roth will be planning activities toward that end.

K. Hemlow requested that the Board be informed of the activities planned.

Adjournment:

After the questions and comments were heard and answered, A. Anderson adjourned the public hearing at 5:56 PM.

I attest that this is a true copy of the minutes:

Maria A. Webb

approved on _____

**Hinsdale School Board Meeting
Robin Beauregard Gymnasium at HMHS
April 9, 2025
6:00 PM**

Zoom Link:

<https://us06web.zoom.us/j/83981747011?pwd=iqWflUHUF4vLrz3pPiwQ8MRs49AaIq.1>

Meeting ID: 839 8174 7011

Board Members Present: April Anderson, Kaylah Hemlow, Wayne Dingman, Jr., Kendra Gardner, and Marc Sprague

Board Members Excused: Kaylee Howe

Administration Present: Nathan Boudreau, Facilities Director; Dr. Molly Bremner, HES Principal; Jane Fortson, Business Administrator; Anna Roth, HMHS Principal; Dr. David Ryan, Superintendent; Justin Therieau, Director of Technology; and Patty Wallace, Director of Student Services

Administration Excused: Karen Thompson, Director of Academics and Career Readiness

Minutes Recorded by: Maria Webb, Executive Assistant

Call to Order:

A. Anderson called the meeting to order at 6:07 pm.

A. Anderson reviewed the guidelines for holding the Zoom meeting.

Review of the Manifests:

The Board signed the manifests.

Minutes:

1. Public and non-public minutes of March 12, 2025.

M. Sprague MOVED to approve the minutes listed above. W. Dingman, Jr. SECONDED. VOTE: 5-0-0, MOTION PASSED.

Citizens' Comments:

A. Anderson opened Citizens' Comments for 30 minutes. There were no comments from those attending in person or online.

Winchester Hinsdale Tuition Agreement:

The public hearing preceded this meeting. The Board would like all the plans to welcome the Winchester students to be made public, to help alleviate any concerns.

A. Anderson expressed that the Board is excited about beginning community building with Winchester and that the agreement will be beneficial for both districts.

After discussion, the following motions were made:

K. Hemlow MOVED to move the Winchester Hinsdale Tuition Agreement forward. W. Dingman, Jr. SECONDED. VOTE: 5-0-0, MOTION PASSED.

A. Anderson thanked all who have participated in the work toward this agreement since 2019.

Student Presentation - FBLA Students:

Mr. Fraser introduced several of the students from the FBLA club. Our FBLA club is the 28th Chapter in NH. In March, the students attended the 2025 FBLA State Leadership Conference in Manchester, NH.

The Students shared about their experience at the state conference. In addition, two students qualified to attend the FBLA national conference this June in Anaheim, California. Mr. Fraser requested the Board's approval for them to attend the conference.

W. Dingman, Jr. MOVED to approve the FBLA students' trip to the national conference in June. K. Hemlow SECONDED. VOTE: 5-0-0, MOTION APPROVED.

The club plans to fundraise for the students and their parents to attend the national conference. Mr. Fraser shared a couple of fundraising events coming up. The Board expressed that they wish for the district to cover all the expenses for the flights and hotels. Mr. Fraser noted that they are also seeking funds via a grant.

Student Board Member Items:

K. Howe was not present.

Superintendent's Report:

Dr. Ryan reviewed his report with the Board. Highlighted:

- Title VI Certification Requirement
- Hold Fund Applications due May 1, 2025
- Safety & Security Task Force Meeting and upcoming staff training
- Winchester Hinsdale Tuition Agreement Process

The Board thanked Dr. Ryan for his report.

Business Administrator's Report:

J. Fortson reviewed her report with the Board.

Regarding the 2023-2024 Audit Report, J. Fortson noted that we have already implemented the recommended changes.

The Board asked about the job description updates. K. Hemlow asked for confirmation that the staff performing the jobs were involved in the update process. J. Fortson noted that we are starting with the SAU positions and new vacancies.

J. Fortson shared a budget transfer request form. Requested Board approval for funds to move from HES regular ed para to the sub account, and from OT wages to services.

After discussion, the following motions were made:

K. Hemlow MOVED to approve the two budget transfer requests as detailed on the form W. Dingman, Jr. SECONDED. VOTE: 5-0-0, MOTION PASSED.

The Board thanked J. Fortson for her report.

Academics and Career Readiness Report:

The Board reviewed K. Thompson's report. The Board thanked K. Thompson for her report.

Principals' Reports:

A. Roth reviewed her HMHS report with the Board. Highlighted:

- NHIAA Scholar Athletes Awards Ceremony. Two students were recognized.
- End-of-year events and assemblies
- Staffing

A. Roth requested Board approval to purchase boys' soccer uniforms with unencumbered funds. After discussion, the following motions were made:

K. Gardner MOVED to approve the purchase of both boys' and girls' soccer uniforms with unencumbered funds. K. Hemlow SECONDED. VOTE: 3-2-0, MOTION PASSED.

The Board thanked A. Roth for her report.

Dr. Bremner reviewed her HES report with the Board. Highlighted:

- Distributed Leadership Committees
- Math Night. Thanked Ms. Snide and all the staff for putting on a great evening. 127 students from 88 families attended.
- Field Trips

- 2025-2026 Enrollment Statistics. Noted higher than usual preschool and kindergarten enrollment anticipated.
- Staffing

The Board thanked Dr. Bremner for her report.

Technology Report:

J. Therieau reviewed his report with the Board. Welcomed our new Digital Learning Specialist, Daisy Frederick.

The Board thanked J. Therieau for his report. Dr. Ryan and the Board also thanked J. Therieau for all his work setting up the technical equipment for the public hearing and this meeting tonight.

Student Services Report:

P. Wallace reviewed her report with the Board. Highlighted staff member, Nichole Clark, in her report. The idea was from a recent conference. Noted that special education staff are behind the scenes and wanted to thank the staff member for doing all she does for the students and the community.

The Board thanked P. Wallace for her report.

Facilities Report:

N. Boudreau reviewed his report with the Board. The Board congratulated N. Boudreau on his Certified School Facility Manager (CSFM) certification.

The Board also thanked N. Boudreau for his report and for all his work and his team's work setting up the public hearing and tonight's meeting.

Board Committee Assignments 2025-2026:

The Board agreed to keep the same assignments for 2025-2026, with the adjustment that W. Dingman Jr. and M. Sprague will share the Selectboard Representative assignment, with no alternate.

Annual Audit Report:

After discussion, the following motions were made:

W. Dingman, Jr. MOVED to accept the 2023-2024 Annual Audit Report. M. Sprague SECONDED. VOTE: 5-0-0, MOTION PASSED.

The Board thanked J. Fortson and G. Higgins for all their work on the audit.

Job Description Updates:

1. Title I Tutor
2. HES Student Services Coordinator
3. SAU Office Assistant
4. Staff Accountant
5. Business Administrator

The Board reviewed the group of job description updates that the Personnel Committee recommended.

K. Hemlow asked if the staff performing the jobs were given the opportunity to provide input. It was noted that they had.

After discussion, the following motions were made:

W. Dingman, Jr. MOVED to accept the group of job description updates as listed. K. Hemlow SECONDED. VOTE: 5-0-0, MOTION PASSED.

Policies – First Readings:

Reviewed the policy drafts:

1. ACAC – Title IX Sexual Harassment Policy and Grievance Process
2. BBBF – Student Board Members
3. IMGB – Therapy Animals
4. JFABE – Foster Children
5. JI – Student Rights and Responsibilities
6. JICD – Student Discipline and Due Process
7. JJJ – Access by Nonpublic Students
8. JKAA – Use of Restraints
9. JRA – Access to Student Records – FERPA
10. KEE – Website Accessibility and Grievance

Dr. Ryan shared that the updates are based on the NHSBA sample policy manual and included some policies that we didn't have previously.

After discussion, the following motions were made:

W. Dingman, Jr. MOVED to accept the group of policies as First Readings. M. Sprague SECONDED. VOTE: 5-0-0, MOTION PASSED.

Other Business:

A. Anderson mentioned the Mt. Pisgah ATV Club scholarship. A. Roth was aware of it.

J. Fortson shared that she has updated the first three quarters of the year as promised. Approximately \$359,500 remains positive, in part due to positions that have been unfilled all year. She is tracking some negatives and will have more information soon.

W. Dingman, Jr. asked about fuel. J. Fortson noted that two installments have been paid so far. She is not able to see what we have used yet.

Committee Reports:

1. **Budget Committee** – Meeting 4/15th at 6:30 pm.
2. **Community Connections** – A. Anderson is posting information from the newsletters. Looking at how to make it easier for the public to search.
3. **Facilities Maintenance/Emergency** – Meeting 6/13th. W. Dingman, Jr. shared regarding the recent training.
4. **HASP Advisory Board** – Meeting 5/14th. K. Gardner shared that the Dept. of Education visit went well. The Drama Club play starts on 5/1st.
5. **Legislation/NHSBA** – A. Anderson shared that there is a lot going on and encouraged the Board to review the NHSBA bulletins.
6. **Personnel Committee** – Met 4/1st. Updating job descriptions. Next meeting is 5/6th.
7. **Policy Committee** – Meeting was rescheduled to 5/6th.
8. **Selectboard** – M. Sprague shared that Mike Carrier is the new Selectboard representative to the School Board.
9. **Strategic Planning Steering Committee** – Captains met 4/14th.
10. **Tuition Exploratory Committee** – No update.
11. **Wellness** – Met 4/9th. K. Hemlow shared the committee has revisions to the Wellness Policy (JLCF) to recommend to the Policy Committee.
12. **Winchester Hinsdale Tuition Agreement Committee** – The Public Hearing was earlier this evening. The Hinsdale School District Special Meeting will be 5/13th for voting on the Winchester Hinsdale Tuition Agreement.

Citizens' Comments:

None at this time.

Non-public:

K. Hemlow MOVED to go into a nonpublic session according to RSA 91 A:3 II (a) at 7:18 pm. W. Dingman, Jr. SECONDED. Roll Call: A. Anderson – yes, W. Dingman, Jr. – yes, K. Gardner – yes, K. Hemlow – yes, and M. Sprague – yes. VOTE: 5-0-0, MOTION PASSED.

W. Dingman, Jr. MOVED to reconvene the public session at 7:50 pm. K. Hemlow SECONDED. Roll Call: A. Anderson – yes, W. Dingman, Jr. – yes, K. Gardner – yes, K. Hemlow – yes, and M. Sprague. VOTE: 5-0-0, MOTION PASSED.

M. Sprague noted that he couldn't attend the Safety & Security Task Force meeting due to a schedule conflict. He can attend at 10:00 AM. Is waiting to hear back from the team.

**K. Hemlow MOVED to adjourn the meeting at 7:52 pm. W. Dingman, Jr. SECONDED.
VOTE: 5-0-0, MOTION PASSED.**

I attest that this is a true copy of the minutes:

_____ approved on _____
Maria A. Webb

Report from the
BUSINESS
ADMINISTRATOR

David Ryan, Ed.D.
Superintendent

Patricia Wallace, M.Ed., CAGS
Director of Student Services

Jane Fortson, CPA
Business Administrator

Karen Thompson, M.Ed.
Director of Academics and Career
Readiness

HINSDALE

SCHOOL DISTRICT

49 School Street, P.O. Box 27 | Hinsdale, NH 03451 | 603-336-5728 | www.hnhsd.org

Business Administrator Report May 2025

The audit for the year 2024-2025 has been scheduled for the week of October 13th, 2025. We will upload most of the necessary starting documentation to their portal prior to that date.

All contracts and letters of assurance for employees covered by the two bargaining units were sent out prior to the spring break, all eligible teacher contracts have been returned and only a few support staff letters of assurance remain open, however, their status is known to the SAU. Additionally, all eligible employees received the open enrollment documentation before the break which is due back in by June 5th.

I am continuing to review the year-to-date budget to determine any shortfalls or excess balances in account lines and will be reporting to the Board at the meeting to update you on the status of the ten months ending April 30, 2025. Submission of new PO's from the operating budget for all but a few account lines has been closed as of May 2, to allow us to wind up and pay off remaining costs prior to the June 30 year end.

I have sent out emails and letters to the parents of students who had negative balances on June 30, 2024, that continued to have a negative balance on April 21, 2025, and had made NO payments during that time. I have received over \$2500 towards payments of these balances with several not responding. As a result, we have had 7 students coded as categorically free that weren't before. They do still have balances that remain to be paid however, as these balances accumulated prior to being coded as free. A second email/call will go out next week letting parents know that they have one week left prior to collections or small claims action being taken by the district. The next round of letters will be sent out to parents of students that have transferred out of the district leaving negative balances behind.

I have been sworn in as a member of the town's Capital Improvement Committee. I will be representing the school district and taking part in the building of the town's plan as well as continuing the district's plan. Serving on both committees will help to keep the two entities from proposing competing projects that may overburden the taxpayers in any one budget year. These meetings are held at the town hall on the 4th Tuesday of each month at 6pm.

Respectfully submitted,
Jane Fortson, CPA

Hinsdale School District

General Ledger - On Demand Report

Fiscal Year: 2024-2025

From Date: 7/1/2024

To Date: 5/31/2025

Account Mask: 100??????????????

Account Type: REVENUE

☐ Print Detail

☐ Include PreEncumbrance

☐ Print accounts with zero balance

☐ Include Inactive Accounts

☐ Filter Encumbrance Detail by Date Range

Budget Balance

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
100.0000.41111.00.00000	(\$8,103,719.00)	(\$6,519,203.06)	(\$6,519,203.06)	(\$1,584,515.94)	\$0.00	(\$1,584,515.94)
Hinsdale Assess.						19.55%
100.0000.41310.00.00000	(\$7,000.00)	(\$5,480.00)	(\$5,480.00)	(\$1,520.00)	\$0.00	(\$1,520.00)
Preschool Tuition						21.71%
100.0000.41322.00.00000	(\$6,000.00)	(\$3,551.03)	(\$3,551.03)	(\$2,448.97)	\$0.00	(\$2,448.97)
Sped Tuition LEA In State						40.82%
100.0000.41700.00.00000	(\$3,500.00)	\$2,795.51	\$2,795.51	(\$6,295.51)	\$0.00	(\$6,295.51)
Yearbook						179.87%
100.0000.41980.00.00000	(\$34,000.00)	(\$17,314.67)	(\$17,314.67)	(\$16,685.33)	\$0.00	(\$16,685.33)
Refund Of A Prior Year Expenditure						49.07%
100.0000.41990.00.00000	(\$25,000.00)	(\$12,044.86)	(\$12,044.86)	(\$12,955.14)	\$0.00	(\$12,955.14)
Other Local Revenues						51.82%
100.0000.43111.00.00000	(\$4,851,811.00)	(\$4,851,811.01)	(\$4,851,811.01)	\$0.01	\$0.00	\$0.01
Adequate Education Aid						0.00%
100.0000.43112.00.00000	(\$477,130.00)	(\$280,796.94)	(\$280,796.94)	(\$196,333.06)	\$0.00	(\$196,333.06)
State Education Tax						41.15%
100.0000.43190.00.00000	(\$4,450.00)	(\$15,100.56)	(\$15,100.56)	\$10,650.56	\$0.00	\$10,650.56
Other State Aid						-239.34%
100.0000.43210.00.00000	(\$462,803.00)	(\$462,802.59)	(\$462,802.59)	(\$0.41)	\$0.00	(\$0.41)
Building Aid						0.00%
100.0000.43230.00.00000	(\$205,000.00)	(\$215,826.72)	(\$215,826.72)	\$10,826.72	\$0.00	\$10,826.72
Catastrophic Aid						-5.28%
100.0000.43241.00.00001	(\$11,000.00)	(\$18,932.46)	(\$18,932.46)	\$7,932.46	\$0.00	\$7,932.46
Voc Tuition Aid						-72.11%
100.0000.43242.00.00001	(\$775.00)	\$0.00	\$0.00	(\$775.00)	\$0.00	(\$775.00)
Voc Transp Aid						100.00%

Hinsdale School District

General Ledger - On Demand Report

Fiscal Year: 2024-2025

From Date: 7/1/2024

To Date: 5/31/2025

Account Mask: 100????????????????

Account Type: REVENUE

☐ Print Detail

☐ Include PreEncumbrance

☐ Print accounts with zero balance

☐ Include Inactive Accounts

☐ Filter Encumbrance Detail by Date Range

Budget Balance

Account Number / Description

Budget

Range To Date

YTD

Balance

Encumbrance % Remaining Bud

100.0000.44580.00.00000	(\$30,000.00)	(\$37,421.13)	(\$37,421.13)	\$7,421.13	\$0.00	\$7,421.13
Medical Reimbursement						-24.74%

100.5200.49300.00.00000	(\$1,110,500.00)	(\$106,427.76)	(\$106,427.76)	(\$1,004,072.24)	\$0.00	(\$1,004,072.24)
TRANSFERS IN						90.42%

Fund: 100	(\$15,332,688.00)	(\$12,543,917.28)	(\$12,543,917.28)	(\$2,788,770.72)	\$0.00	(\$2,788,770.72)
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Hinsdale School District

General Ledger - On Demand Report

Fiscal Year: 2024-2025

From Date: 7/1/2024

To Date: 5/31/2025

Account Mask: 100????????????????

Account Type: REVENUE

☐ Print Detail

☐ Include PreEncumbrance

☐ Print accounts with zero balance

☐ Include Inactive Accounts

☐ Filter Encumbrance Detail by Date Range

Budget Balance

Account Number / Description

Budget

Range To Date

YTD

Balance

Encumbrance

% Remaining Bud

Grand Total:

(\$15,332,688.00)

(\$12,543,917.28)

(\$12,543,917.28)

(\$2,788,770.72)

\$0.00

(\$2,788,770.72)

End of Report

Hinsdale School District

General Ledger - On Demand Report

Fiscal Year: 2024-2025

From Date: 7/1/2024

To Date: 5/31/2025

Account Mask: 100??????????????

Account Type: EXPENDITURE

☐ Print Detail

☐ Include PreEncumbrance

☐ Print accounts with zero balance

☐ Include Inactive Accounts

☐ Filter Encumbrance Detail by Date Range

Budget Balance

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
100.1100.51100.21.00000	\$1,099,946.00	\$774,798.93	\$774,798.93	\$325,147.07	\$283,135.07	\$42,012.00
Teacher Salaries Reg Ed Elementary						3.82%
100.1100.51100.22.00000	\$1,478,419.00	\$1,082,682.25	\$1,082,682.25	\$395,736.75	\$406,811.10	(\$11,074.35)
Teacher Salaries Reg Ed Middle/High						-0.75%
100.1100.51150.21.00000	\$23,578.00	\$14,082.76	\$14,082.76	\$9,495.24	\$4,799.26	\$4,695.98
Para Salaries Reg Ed Elementary						19.92%
100.1100.51150.22.00000	\$47,917.00	\$38,785.09	\$38,785.09	\$9,131.91	\$8,730.00	\$401.91
Para Salaries Reg Ed Middle/High						0.84%
100.1100.51200.21.00000	\$26,000.00	\$18,998.98	\$18,998.98	\$7,001.02	\$0.00	\$7,001.02
Substitutes Reg Ed Teacher Elementary						26.93%
100.1100.51200.22.00000	\$40,000.00	\$38,273.49	\$38,273.49	\$1,726.51	\$0.00	\$1,726.51
Substitutes Reg Ed Teacher Middle/High						4.32%
100.1100.51250.21.00000	\$23,000.00	\$21,045.25	\$21,045.25	\$1,954.75	\$0.00	\$1,954.75
Substitutes Reg Ed Para Elementary						8.50%
100.1100.51250.22.00000	\$1,100.00	\$0.00	\$0.00	\$1,100.00	\$0.00	\$1,100.00
Substitutes Reg Ed Para Middle/High						100.00%
100.1100.52110.21.00000	\$370,627.00	\$308,580.30	\$308,580.30	\$62,046.70	\$32,395.69	\$29,651.01
Health Insurance Regular Elementary						8.00%
100.1100.52110.22.00000	\$585,492.00	\$418,726.66	\$418,726.66	\$166,765.34	\$41,482.96	\$125,282.38
Health Insurance Regular Middle/High						21.40%
100.1100.52120.21.00000	\$13,275.00	\$11,377.58	\$11,377.58	\$1,897.42	\$1,197.22	\$700.20
Dental Insurance Regular Elementary						5.27%
100.1100.52120.22.00000	\$21,010.00	\$18,023.08	\$18,023.08	\$2,986.92	\$1,917.06	\$1,069.86
Dental Insurance Regular Middle/High						5.09%
100.1100.52200.21.00000	\$87,328.00	\$57,768.04	\$57,768.04	\$29,559.96	\$21,431.51	\$8,128.45
Social Security Reg Elementary						9.31%

Hinsdale School District

General Ledger - On Demand Report

Fiscal Year: 2024-2025

From Date: 7/1/2024

To Date: 5/31/2025

Account Mask: 100????????????????

Account Type: EXPENDITURE

☐ Print Detail

☐ Include PreEncumbrance

☐ Print accounts with zero balance

☐ Include Inactive Accounts

☐ Filter Encumbrance Detail by Date Range

Budget Balance

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
100.1100.52200.22.00000	\$116,765.00	\$81,909.54	\$81,909.54	\$34,855.46	\$31,022.48	\$3,832.98
Social Security Reg Middle/High						3.28%
100.1100.52310.22.00000	\$3,670.00	\$3,402.32	\$3,402.32	\$267.68	\$691.66	(\$423.98)
Nonteacher Retirement Regular Middle/High						-11.55%
100.1100.52320.21.00000	\$209,604.00	\$148,139.37	\$148,139.37	\$81,464.63	\$53,877.32	\$7,587.31
Teacher Retirement Regular Elementary						3.62%
100.1100.52320.22.00000	\$290,361.00	\$211,667.48	\$211,667.48	\$78,693.52	\$78,915.78	(\$222.26)
Teacher Retirement Regular Middle/High						-0.08%
100.1102.53000.21.00000	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00
Artist In Residence Elementary						100.00%
100.1102.56100.21.00000	\$2,250.00	\$2,006.67	\$2,006.67	\$243.33	\$0.00	\$243.33
Supplies Art Elementary						10.81%
100.1102.56100.22.00000	\$3,669.00	\$1,728.19	\$1,728.19	\$1,940.81	\$1,588.20	\$352.61
Supplies Art Middle/High						9.61%
100.1105.56100.22.00000	\$1,050.00	\$85.07	\$85.07	\$964.93	\$732.23	\$232.70
Supplies Language Arts Middle/High						22.16%
100.1105.56410.21.00000	\$3,137.00	\$0.00	\$0.00	\$3,137.00	\$0.00	\$3,137.00
Books Lang Arts Elementary						100.00%
100.1105.56410.22.00000	\$3,275.00	\$3,085.56	\$3,085.56	\$189.44	\$262.00	(\$62.56)
Books Lang Arts Middle/High						-1.91%
100.1106.56100.22.00000	\$308.00	\$255.60	\$255.60	\$52.40	\$0.00	\$52.40
Supplies Modern Language Middle/High						17.01%
100.1107.56100.22.00000	\$50.00	\$0.00	\$0.00	\$50.00	\$0.00	\$50.00
Supplies In School Suspension Middle/High						100.00%
100.1108.56100.21.00000	\$1,528.00	\$1,485.88	\$1,485.88	\$42.12	\$0.00	\$42.12
Supplies Phys Ed Elementary						2.76%
100.1108.56100.22.00000	\$1,937.00	\$1,929.71	\$1,929.71	\$7.29	\$0.00	\$7.29
Supplies Phys Ed Middle/High						0.38%

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Hinsdale School District

General Ledger - On Demand Report

Fiscal Year: 2024-2025

From Date: 7/1/2024

To Date: 5/31/2025

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Account Type: EXPENDITURE

☐ Print Detail

☐ Include PreEncumbrance

☐ Print accounts with zero balance

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☐ Filter Encumbrance Detail by Date Range

Budget Balance

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
100.1109.54300.22.00000	\$900.00	\$0.00	\$0.00	\$900.00	\$0.00	\$900.00
Repairs Life Sciences Middle/High						100.00%
100.1109.56100.22.00000	\$10,150.00	\$5,438.96	\$5,438.96	\$4,711.04	\$131.87	\$4,579.17
Supplies Life Sciences Middle/High						45.11%
100.1109.56410.22.00000	\$652.00	\$0.00	\$0.00	\$652.00	\$0.00	\$652.00
Books Life Sciences Middle/High						100.00%
100.1110.56100.22.00000	\$1,164.00	\$697.23	\$697.23	\$466.77	\$466.17	\$0.60
Supplies Tech Ed Middle/High						0.05%
100.1111.56100.22.00000	\$2,335.00	\$2,252.01	\$2,252.01	\$82.99	\$0.00	\$82.99
Supplies Mathematics Middle/High						3.55%
100.1111.56410.21.00000	\$1,267.00	\$1,477.44	\$1,477.44	(\$210.44)	\$0.00	(\$210.44)
Books Mathematics Elementary						-16.61%
100.1111.56410.22.00000	\$2,450.00	\$2,520.00	\$2,520.00	(\$70.00)	\$0.00	(\$70.00)
Books Mathematics Middle/High						-2.86%
100.1112.53000.21.00000	\$700.00	\$764.59	\$764.59	(\$64.59)	\$0.00	(\$64.59)
Repairs & Other Services Music Elementary						-9.23%
100.1112.53000.22.00000	\$2,000.00	\$1,407.00	\$1,407.00	\$593.00	\$0.00	\$593.00
Repairs & Other Services Music Middle/High						29.65%
100.1112.56100.21.00000	\$479.00	\$580.37	\$580.37	(\$101.37)	\$0.00	(\$101.37)
Supplies Music Elementary						-21.16%
100.1112.56100.22.00000	\$5,000.00	\$1,855.02	\$1,855.02	\$3,144.98	\$1,643.28	\$1,501.70
Supplies Music Middle/High						30.03%
100.1112.56100.22.00000	\$835.00	\$175.00	\$175.00	\$660.00	\$0.00	\$660.00
Dues & Fees Music Middle/High						79.04%
100.1113.56100.21.00000	\$270.00	\$233.34	\$233.34	\$36.66	\$0.00	\$36.66
Supplies Science Elementary						13.58%
100.1113.56100.22.00000	\$6,993.00	\$6,795.48	\$6,795.48	\$197.52	\$112.29	\$85.23
Supplies Science Middle/High						1.22%

Hinsdale School District

General Ledger - On Demand Report

Fiscal Year: 2024-2025

From Date: 7/1/2024

To Date: 5/31/2025

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☐ Print Detail

☐ Include PreEncumbrance

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Budget Balance

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
100.1113.56410.21.00000	\$448.00	\$0.00	\$0.00	\$448.00	\$0.00	\$448.00
Books Science Elementary						100.00%
100.1113.56500.21.00000	\$1,475.00	\$0.00	\$0.00	\$1,475.00	\$0.00	\$1,475.00
Mystery Science Software						100.00%
100.1115.56100.22.00000	\$1,128.00	\$789.11	\$789.11	\$336.89	\$0.00	\$336.89
Supplies Social Studies Middle/High						29.92%
100.1115.56410.21.00000	\$1,318.00	\$2,292.45	\$2,292.45	(\$974.45)	\$0.00	(\$974.45)
Books Social Studies Elementary						-73.93%
100.1116.56100.22.00000	\$3,000.00	\$284.90	\$284.90	\$2,715.10	\$0.00	\$2,715.10
Supplies ELO						90.50%
100.1125.56410.21.00000	\$1,368.00	\$0.00	\$0.00	\$1,368.00	\$0.00	\$1,368.00
Books Reading Imp Elementary						100.00%
100.1126.53290.21.00000	\$1.00	\$0.00	\$0.00	\$1.00	\$0.00	\$1.00
Assemblies Elementary						100.00%
100.1126.55910.21.00000	\$1.00	\$0.00	\$0.00	\$1.00	\$0.00	\$1.00
Field Trip Entry Fees Elementary						100.00%
100.1126.56100.21.00000	\$22,624.00	\$11,534.83	\$11,534.83	\$11,089.17	\$0.00	\$11,089.17
Supplies General Expense Elementary						49.02%
100.1126.56100.22.00000	\$22,553.00	\$18,209.39	\$18,209.39	\$4,343.61	\$0.00	\$4,343.61
Supplies General Expense Secondary						19.26%
100.1126.56101.22.00000	\$8,110.00	\$1,961.76	\$1,961.76	\$6,148.24	\$0.00	\$6,148.24
Graduation & Special Events Middle/High						75.81%
100.1126.56410.22.00000	\$7,000.00	\$711.41	\$711.41	\$6,288.59	\$0.00	\$6,288.59
Yearbook						89.84%
100.1200.51100.21.00000	\$230,620.00	\$158,163.74	\$158,163.74	\$72,456.26	\$61,914.57	\$10,541.69
Teacher Salaries SPED Elementary						4.57%
100.1200.51100.22.00000	\$203,200.00	\$147,208.73	\$147,208.73	\$55,991.27	\$59,707.71	(\$3,716.44)
Teacher Salaries SPED Middle/High						-1.83%

Hinsdale School District

General Ledger - On Demand Report

Fiscal Year: 2024-2025

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Budget Balance

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
100.1200.51150.21.00000 Para Salaries SPED Elementary	\$431,107.00	\$320,423.53	\$320,423.53	\$110,683.47	\$69,105.74	\$41,577.73 9.84%
100.1200.51150.22.00000 Para Salaries SPED Middle/High	\$317,264.00	\$224,932.96	\$224,932.96	\$92,331.04	\$52,672.73	\$39,658.31 12.50%
100.1200.51200.21.00000 Substitutes SPED Teacher Elementary	\$2,400.00	\$902.50	\$902.50	\$1,497.50	\$0.00	\$1,497.50 62.40%
100.1200.51200.22.00000 Substitutes SPED Teacher Middle/High	\$3,000.00	\$1,087.50	\$1,087.50	\$1,912.50	\$2,460.00	(\$547.50) -18.25%
100.1200.51250.21.00000 Substitutes SPED Para Elementary	\$5,000.00	\$2,022.50	\$2,022.50	\$2,977.50	\$0.00	\$2,977.50 59.55%
100.1200.51250.22.00000 Substitutes SPED Para Middle/High	\$500.00	\$87.50	\$87.50	\$412.50	\$0.00	\$412.50 82.50%
100.1200.52110.21.00000 Health Insurance SPED Teachers Elementary	\$139,833.00	\$109,265.75	\$109,265.75	\$30,567.25	\$12,574.45	\$17,992.80 12.87%
100.1200.52110.22.00000 Health Insurance SPED Teachers Middle/High	\$136,956.00	\$108,785.85	\$108,785.85	\$28,170.15	\$14,206.95	\$13,963.20 10.20%
100.1200.52120.21.00000 Dental Insurance SPED Teachers Elementary	\$3,902.00	\$2,547.71	\$2,547.71	\$1,354.29	\$268.09	\$1,086.20 27.84%
100.1200.52120.22.00000 Dental Insurance SPED Teachers Middle/High	\$3,484.00	\$2,786.65	\$2,786.65	\$697.35	\$260.75	\$436.60 12.53%
100.1200.52200.21.00000 Social Security SPED Elementary	\$50,622.00	\$34,138.71	\$34,138.71	\$16,483.29	\$9,692.27	\$6,791.02 13.42%
100.1200.52200.22.00000 Social Security SPED Middle/High	\$39,816.00	\$26,258.02	\$26,258.02	\$13,557.98	\$8,448.04	\$5,109.94 12.83%
100.1200.52310.22.00000 Nonteacher Retirement SPED Middle/High	\$0.00	\$1,349.62	\$1,349.62	(\$1,349.62)	\$624.68	(\$1,974.30) 0.00%
100.1200.52320.21.00000 Teacher Retirement SPED Elementary	\$45,294.00	\$31,063.28	\$31,063.28	\$14,230.72	\$12,159.99	\$2,070.73 4.57%

Hinsdale School District

General Ledger - On Demand Report

Fiscal Year: 2024-2025

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Budget Balance

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
100.1200.52320.22.00000	\$39,908.00	\$30,397.55	\$30,397.55	\$9,510.45	\$12,209.76	(\$2,699.31)
Teacher Retirement SPED Middle/High						-6.76%
100.1200.53001.20.00000	\$52,500.00	\$36,417.08	\$36,417.08	\$16,082.92	\$0.00	\$16,082.92
Related Services SPED Out Of District						30.63%
100.1200.53001.21.00000	\$165,000.00	\$97,910.19	\$97,910.19	\$67,089.81	\$0.00	\$67,089.81
Related Services In District Elem						40.66%
100.1200.53001.22.00000	\$0.00	\$1,400.00	\$1,400.00	(\$1,400.00)	\$0.00	(\$1,400.00)
Related Services In District Middle/High						0.00%
100.1200.53002.20.00000	\$0.00	\$1,066.55	\$1,066.55	(\$1,066.55)	\$0.00	(\$1,066.55)
Charter School Special Ed Services						0.00%
100.1200.53300.20.00000	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00
Legal SPED Out Of District						100.00%
100.1200.55601.20.00000	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00
Tuition SPED Public						100.00%
100.1200.55602.20.00000	\$931,300.00	\$869,649.45	\$869,649.45	\$61,650.55	\$0.00	\$61,650.55
Tuition SPED Private						6.62%
100.1200.56100.20.00000	\$850.00	(\$571.11)	(\$571.11)	\$1,421.11	\$0.00	\$1,421.11
Supplies & Medical Hardware Out Of District						167.19%
100.1200.56100.21.00000	\$2,000.00	\$1,038.00	\$1,038.00	\$962.00	\$814.88	\$147.12
Supplies & Medical Hardware Elementary						7.36%
100.1200.56100.22.00000	\$1,089.00	\$986.07	\$986.07	\$102.93	\$0.00	\$102.93
Supplies & Medical Hardware Middle/High						9.45%
100.1210.51100.21.00000	\$20,000.00	\$10,204.38	\$10,204.38	\$9,795.62	\$0.00	\$9,795.62
Salaries						48.98%
100.1210.51100.22.00000	\$12,000.00	\$3,183.50	\$3,183.50	\$8,816.50	\$0.00	\$8,816.50
Salaries						73.47%
100.1210.52200.21.00000	\$1,530.00	\$778.45	\$778.45	\$751.55	\$0.00	\$751.55
Social Security						49.12%

Hinsdale School District

General Ledger - On Demand Report

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Budget Balance

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
100.1210.52200.22.00000	\$918.00	\$243.54	\$243.54	\$674.46	\$0.00	\$674.46
Social Security						73.47%
100.1210.52320.21.00000	\$3,928.00	\$865.14	\$865.14	\$3,062.86	\$0.00	\$3,062.86
Retirement						77.98%
100.1210.52320.22.00000	\$2,357.00	\$449.27	\$449.27	\$1,907.73	\$0.00	\$1,907.73
Retirement						80.94%
100.1260.51100.20.00000	\$40,000.00	\$23,134.26	\$23,134.26	\$16,865.74	\$8,375.74	\$8,490.00
Teacher Salaries ESL						21.23%
100.1260.52200.20.00000	\$3,060.00	\$1,769.87	\$1,769.87	\$1,290.13	\$640.76	\$649.37
Social Security ESL						21.22%
100.1300.56610.22.00000	\$48,000.00	\$15,352.90	\$15,352.90	\$32,647.10	\$0.00	\$32,647.10
Tuition Vocational Middle/High						68.01%
100.1310.54300.22.00000	\$0.00	\$811.69	\$811.69	(\$811.69)	\$0.00	(\$811.69)
Repairs & Maintenance Driver Ed Secondary						0.00%
100.1310.55800.22.00000	\$0.00	\$679.03	\$679.03	(\$679.03)	\$0.00	(\$679.03)
Gas & Oil Driver Ed Secondary						0.00%
100.1400.51190.22.00000	\$152,864.00	\$103,362.07	\$103,362.07	\$49,501.93	\$29,786.97	\$19,714.96
Advisors Stipends						12.90%
100.1400.52200.22.00000	\$11,695.00	\$7,452.14	\$7,452.14	\$4,242.86	\$2,261.98	\$1,980.88
Social Security CoCurricular						16.94%
100.1400.52310.22.00000	\$3,500.00	\$4,568.30	\$4,568.30	(\$1,068.30)	\$1,224.32	(\$2,292.62)
Nonteacher Retirement CoCurricular						-65.50%
100.1400.52320.22.00000	\$9,000.00	\$6,034.34	\$6,034.34	\$2,965.66	\$0.00	\$2,965.66
Teacher Retirement CoCurricular						32.95%
100.1400.53000.22.00000	\$1,250.00	\$27.90	\$27.90	\$1,222.10	\$0.00	\$1,222.10
Sports Physicals/Doctors' Services						97.77%
100.1400.53900.22.00000	\$17,000.00	\$15,442.72	\$15,442.72	\$1,557.28	\$0.00	\$1,557.28
Officials/Police Coverage						9.16%

Hinsdale School District

General Ledger - On Demand Report

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Budget Balance

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100.1400.54300.22.00000	\$2,500.00	\$300.00	\$300.00	\$2,200.00	\$0.00	\$2,200.00
Repairs & Maintenance						88.00%
100.1400.55800.22.00000	\$6,310.00	\$4,195.00	\$4,195.00	\$2,115.00	\$0.00	\$2,115.00
Dues & Fees CoCurricular						33.52%
100.1400.58100.22.00000	\$19,871.00	\$10,634.71	\$10,634.71	\$9,236.29	\$7,908.73	\$1,327.56
Supplies/Awards CoCurr Secondary						6.68%
100.1400.58100.22.00000	\$2,000.00	\$791.13	\$791.13	\$1,208.87	\$0.00	\$1,208.87
Conferences CoCurr Secondary						60.44%
100.1430.58100.22.00000	\$7,000.00	\$1,540.00	\$1,540.00	\$5,460.00	\$0.00	\$5,460.00
Supplies Summer Middle/High						78.00%
100.2120.51100.21.00000	\$215,416.00	\$163,376.43	\$163,376.43	\$52,039.57	\$48,059.66	\$3,979.91
Guidance Salaries Elementary						1.85%
100.2120.51100.22.00000	\$272,910.00	\$220,323.26	\$220,323.26	\$52,586.74	\$51,248.23	\$1,338.51
Guidance Salaries Middle/High						0.49%
100.2120.52110.21.00000	\$54,751.00	\$48,912.57	\$48,912.57	\$5,838.43	\$5,274.30	\$564.13
Health Insurance Guidance Elementary						1.03%
100.2120.52110.22.00000	\$77,666.00	\$62,606.94	\$62,606.94	\$15,059.06	\$7,361.20	\$7,697.86
Health Insurance Guidance Middle/High						9.91%
100.2120.52120.21.00000	\$2,007.00	\$1,802.57	\$1,802.57	\$204.43	\$195.53	\$8.90
Dental Insurance Guidance Elementary						0.44%
100.2120.52120.22.00000	\$2,552.00	\$3,382.37	\$3,382.37	(\$830.37)	\$251.05	(\$1,081.42)
Dental Insurance Guidance Middle/High						-42.38%
100.2120.52200.21.00000	\$16,479.00	\$11,643.18	\$11,643.18	\$4,835.82	\$3,575.62	\$1,260.20
Social Security Guidance Elementary						7.65%
100.2120.52200.22.00000	\$20,878.00	\$15,635.80	\$15,635.80	\$5,242.20	\$3,776.01	\$1,466.19
Social Security Guidance Middle/High						7.02%
100.2120.52310.21.00000	\$0.00	\$4,575.35	\$4,575.35	(\$4,575.35)	\$596.79	(\$5,172.14)
Nonteacher Retirement						0.00%

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Hinsdale School District

General Ledger - On Demand Report

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Account Type: EXPENDITURE

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Budget Balance

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
100.2120.52310.22.00000	\$8,337.00	\$14,231.94	\$14,231.94	(\$6,894.94)	\$2,207.88	(\$8,102.82)
Nonteacher Retirement Guidance Middle/High						-97.19%
100.2120.52320.21.00000	\$37,211.00	\$18,301.05	\$18,301.05	\$18,909.95	\$6,979.57	\$11,930.38
Teacher Retirement Guidance Elementary						32.06%
100.2120.52320.22.00000	\$22,828.00	\$10,892.88	\$10,892.88	\$12,135.32	\$3,994.62	\$8,140.70
Teacher Retirement Guidance Middle/High						35.66%
100.2120.53000.21.00000	\$0.00	\$2,164.62	\$2,164.62	(\$2,164.62)	\$0.00	(\$2,164.62)
Guidance Contracted Svcs						0.00%
100.2120.53300.22.00000	\$2,500.00	\$18.00	\$18.00	\$2,482.00	\$0.00	\$2,482.00
Professional Services Guidance Middle/High						99.28%
100.2120.56100.21.00000	\$2,325.00	\$2,246.93	\$2,246.93	\$78.07	\$0.00	\$78.07
Supplies Guidance Elementary						3.36%
100.2120.56100.22.00000	\$638.00	\$0.00	\$0.00	\$638.00	\$0.00	\$638.00
Supplies Guidance Middle/High						100.00%
100.2120.56110.21.00000	\$3,625.00	\$0.00	\$0.00	\$3,625.00	\$0.00	\$3,625.00
Testing Map, Etc Elementary						100.00%
100.2120.56110.22.00000	\$7,095.00	\$4,857.52	\$4,857.52	\$2,237.48	\$0.00	\$2,237.48
Testing Map, Psat, Etc Middle/High						31.54%
100.2120.56410.21.00000	\$225.00	\$0.00	\$0.00	\$225.00	\$0.00	\$225.00
Books Guidance Elementary						100.00%
100.2120.56410.22.00000	\$350.00	\$0.00	\$0.00	\$350.00	\$0.00	\$350.00
Books Guidance Middle/High						100.00%
100.2120.56500.21.00000	\$2,595.00	\$120.00	\$120.00	\$2,475.00	\$0.00	\$2,475.00
Guidance Software						95.38%
100.2120.58100.21.00000	\$250.00	\$826.30	\$826.30	(\$576.30)	\$0.00	(\$576.30)
Dues & Fees Guidance Elementary						-230.52%
100.2120.58100.22.00000	\$358.00	\$0.00	\$0.00	\$358.00	\$0.00	\$358.00
Dues & Fees Guidance Middle/High						100.00%

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Hinsdale School District

General Ledger - On Demand Report

Fiscal Year: 2024-2025

From Date: 7/1/2024

To Date: 5/31/2025

Account Mask: 100????????????????

Account Type: EXPENDITURE

☐ Print Detail

☐ Include PreEncumbrance

☐ Print accounts with zero balance

☐ Include Inactive Accounts

☐ Filter Encumbrance Detail by Date Range

Budget Balance

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
100.2130.51100.21.00000 School Nurse Salaries Elementary	\$51,150.00	\$37,378.89	\$37,378.89	\$13,771.11	\$18,771.11	(\$5,000.00) -9.78%
100.2130.51100.22.00000 School Nurse Salaries Middle/High	\$65,118.00	\$47,586.26	\$47,586.26	\$17,531.74	\$17,531.74	\$0.00 0.00%
100.2130.52110.21.00000 Health Insurance Nurse Elementary	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00 100.00%
100.2130.52110.22.00000 Health Insurance Nurse Middle/High	\$26,173.00	\$23,680.46	\$23,680.46	\$2,492.54	\$2,492.58	(\$0.04) 0.00%
100.2130.52120.22.00000 Dental Insurance Nurse Middle/High	\$1,080.00	\$977.17	\$977.17	\$102.83	\$102.83	\$0.00 0.00%
100.2130.52200.21.00000 Social Security Nurse Elementary	\$3,913.00	\$2,859.50	\$2,859.50	\$1,053.50	\$1,435.99	(\$382.49) -9.77%
100.2130.52200.22.00000 Social Security Nurse Middle/High	\$4,982.00	\$3,206.04	\$3,206.04	\$1,775.96	\$1,295.18	\$480.78 9.65%
100.2130.52320.21.00000 Teacher Retirement Nurse Elementary	\$10,046.00	\$7,341.22	\$7,341.22	\$2,704.78	\$3,886.65	(\$981.87) -9.77%
100.2130.52320.22.00000 Teacher Retirement Nurse Middle/High	\$12,789.00	\$9,345.91	\$9,345.91	\$3,443.09	\$3,443.23	(\$0.14) 0.00%
100.2130.56100.21.00000 Supplies Nurse Elementary	\$1,175.00	\$996.00	\$996.00	\$179.00	\$0.00	\$179.00 15.23%
100.2130.56100.22.00000 Supplies Nurse Middle/High	\$1,050.00	\$981.06	\$981.06	\$68.94	\$0.00	\$68.94 6.57%
100.2130.56500.21.00000 Nursing Software	\$825.00	\$825.00	\$825.00	\$0.00	\$0.00	\$0.00 0.00%
100.2130.58100.21.00000 Dues & Fees Nurse Elementary	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00 100.00%
100.2140.51100.20.00000 Psychologist Salaries	\$1.00	\$0.00	\$0.00	\$1.00	\$0.00	\$1.00 100.00%

Hinsdale School District

General Ledger - On Demand Report

Fiscal Year: 2024-2025

From Date: 7/1/2024

To Date: 5/31/2025

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Account Type: EXPENDITURE

☐ Print Detail

☐ Include PreEncumbrance

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Budget Balance

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
100.2140.53000.20.00000	\$38,000.00	\$69,108.42	\$69,108.42	(\$31,108.42)	\$0.00	(\$31,108.42)
Purchased Services Psychological						-81.86%
100.2140.56100.20.00000	\$500.00	\$100.00	\$100.00	\$400.00	\$0.00	\$400.00
Supplies Psychologist						80.00%
100.2150.51100.20.00000	\$126,042.00	\$94,834.83	\$94,834.83	\$31,207.17	\$30,807.20	\$399.97
Speech & Language Salaries						0.32%
100.2150.52100.20.00000	\$52,346.00	\$39,913.64	\$39,913.64	\$12,432.36	\$2,492.68	\$9,939.68
Health Insurance Speech & Language						18.99%
100.2150.52120.20.00000	\$2,160.00	\$1,902.91	\$1,902.91	\$257.09	\$205.69	\$51.40
Dental Insurance Speech & Language						2.38%
100.2150.52200.20.00000	\$9,650.00	\$6,289.20	\$6,289.20	\$3,360.80	\$2,309.47	\$1,051.33
Social Security Speech & Language						10.89%
100.2150.52310.20.00000	\$4,945.00	\$3,982.88	\$3,982.88	\$962.12	\$908.31	\$53.81
Nonteacher Retirement						1.09%
100.2150.52320.20.00000	\$17,576.00	\$12,844.01	\$12,844.01	\$4,731.99	\$4,732.03	(\$0.04)
Teacher Retirement Speech & Language						0.00%
100.2150.53000.20.00000	\$84,500.00	\$76,061.57	\$76,061.57	\$8,438.43	\$0.00	\$8,438.43
Purchased Services Speech & Language						9.99%
100.2150.55800.20.00000	\$600.00	\$590.00	\$590.00	\$10.00	\$0.00	\$10.00
Travel Speech & Language						1.67%
100.2150.56100.20.00000	\$1,200.00	\$1,612.71	\$1,612.71	(\$412.71)	\$0.00	(\$412.71)
Supplies Speech & Language						-34.39%
100.2150.58100.20.00000	\$300.00	\$0.00	\$0.00	\$300.00	\$0.00	\$300.00
Dues & Fees Speech & Language						100.00%
100.2160.51100.20.00000	\$3,684.00	\$3,684.00	\$3,684.00	\$0.00	\$0.00	\$0.00
Occupational Therapist Salaries						0.00%
100.2160.52200.20.00000	\$282.00	\$281.81	\$281.81	\$0.19	\$0.00	\$0.19
Social Security Occupational Therapist						0.07%

Hinsdale School District

General Ledger - On Demand Report

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Account Type: EXPENDITURE

☐ Print Detail

☐ Include PreEncumbrance

☐ Print accounts with zero balance

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Budget Balance

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
100.2160.53000.20.00000	\$17,564.00	\$22,617.59	\$22,617.59	(\$5,053.59)	\$0.00	(\$5,053.59)
Purchased Services Occupational Therapy						-28.77%
100.2170.51100.20.00000	\$45,839.00	\$37,207.73	\$37,207.73	\$8,631.27	\$8,777.70	(\$146.43)
Certified OT Assistant Salaries						-0.32%
100.2170.52110.20.00000	\$13,212.00	\$11,324.70	\$11,324.70	\$1,887.30	\$1,887.45	(\$0.15)
Health Ins Certified OT Assistant						0.00%
100.2170.52120.20.00000	\$662.00	\$562.14	\$562.14	\$99.86	\$62.46	\$37.40
Dental Insurance Certified OT Assistant						5.65%
100.2170.52200.20.00000	\$3,507.00	\$2,728.73	\$2,728.73	\$778.27	\$651.79	\$126.48
Social Security Certified OT Assistant						3.61%
100.2170.52310.20.00000	\$6,202.00	\$5,034.24	\$5,034.24	\$1,167.76	\$1,187.84	(\$19.88)
Nonteacher Retirement						-0.32%
100.2170.55800.20.00000	\$300.00	\$0.00	\$0.00	\$300.00	\$0.00	\$300.00
Travel COTA						100.00%
100.2170.56100.20.00000	\$800.00	\$0.00	\$0.00	\$800.00	\$0.00	\$800.00
Supplies COTA						100.00%
100.2170.58100.20.00000	\$100.00	\$0.00	\$0.00	\$100.00	\$0.00	\$100.00
Dues & Fees COTA						100.00%
100.2210.51150.20.00000	\$0.00	\$604.47	\$604.47	(\$604.47)	\$0.00	(\$604.47)
Professional Dev. Paras wage						0.00%
100.2210.52200.20.00000	\$0.00	\$40.55	\$40.55	(\$40.55)	\$0.00	(\$40.55)
Social Security						0.00%
100.2210.52310.20.00000	\$0.00	\$26.04	\$26.04	(\$26.04)	\$0.00	(\$26.04)
Nonteacher Retirement						0.00%
100.2210.53200.20.00000	\$29,000.00	\$11,871.47	\$11,871.47	\$17,128.53	\$746.00	\$16,382.53
Teachers' Staff Development CBA Article V.O						56.49%
100.2210.53201.20.00000	\$8,000.00	\$1,065.63	\$1,065.63	\$6,934.37	\$0.00	\$6,934.37
Support Staff Development Workshops						86.68%

Hinsdale School District

General Ledger - On Demand Report

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Budget Balance

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
100.2212.51100.20.00000 Salaries Curriculum	\$118,036.00	\$104,620.71	\$104,620.71	\$13,415.29	\$13,622.79	(\$207.50) -0.18%
100.2212.51101.20.00000 Curriculum Stipends	\$0.00	\$750.00	\$750.00	(\$750.00)	\$0.00	(\$750.00) 0.00%
100.2212.52110.20.00000 Health	\$66,512.00	\$52,634.99	\$52,634.99	\$13,877.01	\$7,096.75	\$6,780.26 10.19%
100.2212.52120.20.00000 Dental	\$2,160.00	\$2,069.32	\$2,069.32	\$90.68	\$0.00	\$90.68 4.20%
100.2212.52200.20.00000 Social Security Curriculum	\$9,030.00	\$7,179.92	\$7,179.92	\$1,850.08	\$928.14	\$921.94 10.21%
100.2212.52310.20.00000 Nonteacher Retirement Curriculum	\$11,869.00	\$10,526.82	\$10,526.82	\$1,342.18	\$1,369.90	(\$27.72) -0.23%
100.2212.52320.20.00000 Teacher Retirement Curriculum	\$0.00	\$147.30	\$147.30	(\$147.30)	\$0.00	(\$147.30) 0.00%
100.2212.53200.20.00000 Purchased Services District	\$31,600.00	\$10,256.56	\$10,256.56	\$21,343.44	\$5,585.00	\$15,758.44 49.87%
100.2212.55800.20.00000 Travel & Conferences Prof Dev District	\$5,200.00	\$4,007.86	\$4,007.86	\$1,192.14	\$0.00	\$1,192.14 22.93%
100.2212.56100.20.00000 Supplies Prof Dev District	\$3,000.00	\$285.59	\$285.59	\$2,714.41	\$656.60	\$2,057.81 68.59%
100.2212.56410.20.00000 Professional Learning Texts	\$1,500.00	\$586.80	\$586.80	\$913.20	\$0.00	\$913.20 60.88%
100.2212.56500.20.00000 Software Prof Dev	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00 100.00%
100.2212.58100.20.00000 Dues & Fees Prof Dev District	\$500.00	\$275.00	\$275.00	\$225.00	\$59.00	\$166.00 33.20%
100.2222.51100.22.00000 Library Salaries Middle/High	\$53,600.00	\$36,099.68	\$36,099.68	\$17,500.32	\$8,179.93	\$9,320.39 17.39%

Hinsdale School District

General Ledger - On Demand Report

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Budget Balance

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
100.2222.51150.21.00000 Library Salaries Elementary	\$26,291.00	\$22,810.35	\$22,810.35	\$3,480.65	\$4,981.50	(\$1,500.85) -5.71%
100.2222.52110.21.00000 Health	\$22,942.00	\$19,664.46	\$19,664.46	\$3,277.54	\$3,277.34	\$0.20 0.00%
100.2222.52110.22.00000 Health Insurance Library Middle/High	\$23,423.00	\$23,733.60	\$23,733.60	(\$310.60)	\$5,098.16	(\$5,406.76) -23.08%
100.2222.52120.22.00000 Dental Insurance Library Middle/High	\$1,080.00	\$497.82	\$497.82	\$582.18	\$62.46	\$519.72 48.12%
100.2222.52200.21.00000 Social Security Library Elementary	\$2,011.00	\$1,192.32	\$1,192.32	\$818.68	\$290.55	\$528.13 26.28%
100.2222.52200.22.00000 Social Security Library Middle/High	\$4,100.00	\$2,464.59	\$2,464.59	\$1,635.41	\$572.61	\$1,062.80 25.92%
100.2222.52310.21.00000 Nonteacher Retirement Library Elementary	\$0.00	\$2,428.31	\$2,428.31	(\$2,428.31)	\$674.00	(\$3,102.31) 0.00%
100.2222.52320.22.00000 Teacher Retirement Library Middle/High	\$10,527.00	\$7,089.98	\$7,089.98	\$3,437.02	\$1,606.54	\$1,830.48 17.39%
100.2222.54300.22.00000 Repairs Library Equip Middle/High	\$1.00	\$0.00	\$0.00	\$1.00	\$0.00	\$1.00 100.00%
100.2222.56100.21.00000 Supplies Library Elementary	\$500.00	\$488.85	\$488.85	\$11.15	\$0.00	\$11.15 2.23%
100.2222.56100.22.00000 Supplies Library Middle/High	\$850.00	\$695.00	\$695.00	\$155.00	\$0.00	\$155.00 18.24%
100.2222.56410.21.00000 Books & Information Resources Library Elementary	\$3,000.00	\$2,428.00	\$2,428.00	\$572.00	\$1,403.24	(\$831.24) -27.71%
100.2222.56410.22.00000 Books & Information Resources Library Middle/High	\$6,000.00	\$3,849.15	\$3,849.15	\$2,150.85	\$2,877.98	(\$727.13) -12.12%
100.2222.56420.21.00000 Other Information Resources Library Elem	\$1,600.00	\$1,347.38	\$1,347.38	\$252.62	\$0.00	\$252.62 15.79%

Hinsdale School District

General Ledger - On Demand Report

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Budget Balance

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
100.2222.56420.22.00000	\$4,122.00	\$3,888.21	\$3,888.21	\$233.79	\$0.00	\$233.79
Other Information Resources Library Middle/High						5.67%
100.2310.51100.20.00000	\$4,350.00	\$4,600.00	\$4,600.00	(\$250.00)	\$0.00	(\$250.00)
School Board & Others' Salaries						-5.75%
100.2310.52200.20.00000	\$356.00	\$267.76	\$267.76	\$88.24	\$0.00	\$88.24
Social Security School Board						24.79%
100.2310.53000.20.00000	\$300.00	\$0.00	\$0.00	\$300.00	\$0.00	\$300.00
Purchased Services Election Officials						100.00%
100.2310.53301.20.00000	\$6,000.00	\$8,875.90	\$8,875.90	(\$2,875.90)	\$0.00	(\$2,875.90)
Legal Expenses School Board						-47.93%
100.2310.53302.20.00000	\$22,000.00	\$23,000.00	\$23,000.00	(\$1,000.00)	\$0.00	(\$1,000.00)
Audit Expenses School Board						-4.55%
100.2310.55800.20.00000	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00
Travel & Conferences School Board						100.00%
100.2310.58100.20.00000	\$4,500.00	\$4,013.52	\$4,013.52	\$486.48	\$0.00	\$486.48
Dues & Fees School Board						10.81%
100.2310.58110.20.00000	\$6,000.00	\$2,238.12	\$2,238.12	\$3,761.88	\$624.00	\$3,137.88
Recognition & Awards School Board						52.30%
100.2320.51100.20.00000	\$166,446.00	\$156,640.71	\$156,640.71	\$9,805.29	\$19,605.29	(\$9,800.00)
SAU Salaries						-5.89%
100.2320.52110.20.00000	\$31,425.00	\$23,375.59	\$23,375.59	\$8,049.41	\$3,048.99	\$5,000.42
Health Insurance SAU						15.91%
100.2320.52120.20.00000	\$2,256.00	\$3,056.85	\$3,056.85	(\$800.85)	\$267.85	(\$1,068.70)
Dental Insurance SAU						-46.93%
100.2320.52200.20.00000	\$12,733.00	\$11,727.61	\$11,727.61	\$1,005.39	\$1,466.44	(\$461.05)
Social Security SAU						-3.62%
100.2320.52310.20.00000	\$8,314.00	\$7,354.48	\$7,354.48	\$959.52	\$959.27	\$0.25
NH Retirement SAU						0.00%

Hinsdale School District

General Ledger - On Demand Report

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Budget Balance

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
100.2320.53000.20.00000	\$63,000.00	\$6,410.54	\$6,410.54	\$56,589.46	\$0.00	\$56,589.46
Purchased Services SAU						89.82%
100.2320.53130.20.00000	\$5,000.00	\$3,733.75	\$3,733.75	\$1,266.25	\$0.00	\$1,266.25
Background Checks						25.33%
100.2320.53200.20.00000	\$500.00	\$245.00	\$245.00	\$255.00	\$0.00	\$255.00
Staff Development SAU						51.00%
100.2320.55340.20.00000	\$500.00	\$180.42	\$180.42	\$319.58	\$0.00	\$319.58
Postage SAU						63.92%
100.2320.55400.20.00000	\$35,000.00	\$4,439.64	\$4,439.64	\$30,560.36	\$0.00	\$30,560.36
Ads/Postings/Recruitment SAU						87.32%
100.2320.55500.20.00000	\$4,200.00	\$2,468.49	\$2,468.49	\$1,731.51	\$0.00	\$1,731.51
Printing SAU						41.23%
100.2320.55800.20.00000	\$2,500.00	\$2,530.10	\$2,530.10	(\$30.10)	\$0.00	(\$30.10)
Travel SAU						-1.20%
100.2320.56100.20.00000	\$4,250.00	\$3,978.86	\$3,978.86	\$271.14	\$378.27	(\$107.13)
Supplies SAU						-2.52%
100.2320.56500.20.00000	\$3,900.00	\$1,176.00	\$1,176.00	\$2,724.00	\$0.00	\$2,724.00
Software SAU						69.85%
100.2320.57300.20.00000	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00
Furniture & Equipment SAU						100.00%
100.2320.58100.20.00000	\$5,000.00	\$25.34	\$25.34	\$4,974.66	\$0.00	\$4,974.66
Dues & Fees SAU						99.49%
100.2320.58400.20.00000	\$0.00	\$150.00	\$150.00	(\$150.00)	\$0.00	(\$150.00)
Contingency						0.00%
100.2330.51100.20.00000	\$220,601.00	\$189,395.18	\$189,395.18	\$51,205.82	\$22,292.38	\$28,913.44
Special Services Admin Salaries						13.11%
100.2330.52110.20.00000	\$65,568.00	\$44,657.71	\$44,657.71	\$20,900.29	\$4,544.34	\$16,355.95
Health Insurance Special Services Admin						24.95%

Hinsdale School District

General Ledger - On Demand Report

Fiscal Year: 2024-2025

From Date: 7/1/2024

To Date: 5/31/2025

Account Mask: 100????????????????

Account Type: EXPENDITURE

☐ Print Detail

☐ Include PreEncumbrance

☐ Print accounts with zero balance

☐ Include Inactive Accounts

☐ Filter Encumbrance Detail by Date Range

Budget Balance

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
100.2330.52120.20.00000	\$2,822.00	\$2,071.50	\$2,071.50	\$750.50	\$75.66	\$674.84 23.91%
Dental Insurance Special Services Admin						
100.2330.52200.20.00000	\$16,876.00	\$12,188.42	\$12,188.42	\$4,687.58	\$1,626.08	\$3,061.50 18.14%
Social Security Special Services Admin						
100.2330.52310.20.00000	\$7,342.00	\$6,490.79	\$6,490.79	\$851.21	\$1,157.84	(\$306.63) -4.18%
NH Retirement Special Services Admin						
100.2330.52320.20.00000	\$32,668.00	\$23,843.84	\$23,843.84	\$8,824.16	\$2,639.47	\$6,184.69 18.93%
Teacher Retirement						
100.2330.55800.20.00000	\$2,000.00	\$3,460.00	\$3,460.00	(\$1,460.00)	\$0.00	(\$1,460.00) -73.00%
Travel Special Services Admin						
100.2330.56100.20.00000	\$315.00	\$100.62	\$100.62	\$214.38	\$0.00	\$214.38 68.06%
Supplies Special Services Admin						
100.2330.58100.20.00000	\$5,000.00	\$2,060.59	\$2,060.59	\$2,939.41	\$0.00	\$2,939.41 58.79%
Dues & Fees Special Services Admin						
100.2400.51100.21.00000	\$197,538.00	\$176,921.99	\$176,921.99	\$20,616.01	\$28,691.30	(\$8,075.29) -4.09%
Admin Salaries Elementary						
100.2400.51100.22.00000	\$268,976.00	\$244,009.06	\$244,009.06	\$24,966.94	\$34,895.00	(\$9,928.06) -3.69%
Admin Salaries Middle/High						
100.2400.52110.21.00000	\$88,182.00	\$55,722.85	\$55,722.85	\$32,459.15	\$7,096.75	\$25,362.40 28.76%
Health Insurance Admin Elementary						
100.2400.52110.22.00000	\$109,394.00	\$94,070.46	\$94,070.46	\$15,323.54	\$12,269.90	\$3,053.64 2.79%
Health Insurance Admin Middle/High						
100.2400.52120.21.00000	\$2,822.00	\$2,789.13	\$2,789.13	\$32.87	\$75.66	(\$42.79) -1.52%
Dental Insurance Admin Elementary						
100.2400.52120.22.00000	\$3,240.00	\$3,240.00	\$3,240.00	\$0.00	\$0.00	\$0.00 0.00%
Dental Insurance Admin Middle/High						
100.2400.52200.21.00000	\$15,112.00	\$12,468.30	\$12,468.30	\$2,643.70	\$2,060.32	\$583.38 3.86%
Social Security Admin Elementary						

Hinsdale School District

General Ledger - On Demand Report

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Budget Balance

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
100.2400.52200.22.00000	\$20,607.00	\$17,001.07	\$17,001.07	\$3,605.93	\$2,449.66	\$1,156.27
Social Security Admin Middle/High						5.61%
100.2400.52310.21.00000	\$12,791.00	\$17,066.00	\$17,066.00	(\$4,275.00)	\$2,273.94	(\$6,548.94)
Nonteacher Retirement Admin Elementary						-51.20%
100.2400.52310.22.00000	\$7,229.00	\$6,763.83	\$6,763.83	\$465.17	\$1,138.31	(\$673.14)
Nonteacher Retirement Admin Middle/High						-9.31%
100.2400.52320.21.00000	\$20,229.00	\$19,005.16	\$19,005.16	\$1,223.84	\$2,334.14	(\$1,110.30)
Teacher Retirement Admin Elementary						-5.49%
100.2400.52320.22.00000	\$38,205.00	\$34,696.51	\$34,696.51	\$3,508.49	\$4,408.27	(\$899.78)
Teacher Retirement Admin Middle/High						-2.36%
100.2400.53300.22.00000	\$0.00	\$340.00	\$340.00	(\$340.00)	\$0.00	(\$340.00)
Professional Svcs Contractors						0.00%
100.2400.55340.21.00000	\$1,500.00	\$1,062.47	\$1,062.47	\$437.53	\$0.00	\$437.53
Postage Admin Elementary						29.17%
100.2400.55340.22.00000	\$8,500.00	\$4,597.31	\$4,597.31	\$3,902.69	\$0.00	\$3,902.69
Postage Admin Secondary						45.91%
100.2400.55800.21.00000	\$425.00	\$177.42	\$177.42	\$247.58	\$0.00	\$247.58
Travel & Conferences Admin Elementary						58.25%
100.2400.55800.22.00000	\$1,000.00	\$2,747.28	\$2,747.28	(\$1,747.28)	\$0.00	(\$1,747.28)
Travel & Conferences Admin Secondary						-174.73%
100.2400.56100.21.00000	\$3,610.00	\$1,738.97	\$1,738.97	\$1,871.03	\$0.00	\$1,871.03
Supplies Admin Elementary						51.83%
100.2400.56100.22.00000	\$1.00	\$0.00	\$0.00	\$1.00	\$0.00	\$1.00
Supplies Admin Middle/High						100.00%
100.2400.58100.21.00000	\$2,180.00	\$89.00	\$89.00	\$2,071.00	\$600.00	\$1,471.00
Dues & Fees Admin Elementary						68.10%
100.2400.58100.22.00000	\$7,885.00	\$5,304.00	\$5,304.00	\$2,581.00	\$0.00	\$2,581.00
Dues & Fees Admin Middle/High						32.73%

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Hinsdale School District

General Ledger - On Demand Report

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Budget Balance

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
100.2500.51100.20.00000	\$187,535.00	\$181,446.96	\$161,446.96	\$26,088.04	\$22,605.82	\$3,482.22
Salaries Business Office						1.86%
100.2500.52110.20.00000	\$45,127.00	\$40,500.52	\$40,500.52	\$4,626.48	\$1,524.48	\$3,102.00
Health						6.87%
100.2500.52120.20.00000	\$2,160.00	\$2,160.00	\$2,160.00	\$0.00	\$0.00	\$0.00
Dental						0.00%
100.2500.52130.20.00000	\$21,845.00	\$15,474.73	\$15,474.73	\$6,370.27	\$0.00	\$6,370.27
Disability & Life Insurance						29.16%
100.2500.52200.20.00000	\$14,346.00	\$11,882.72	\$11,882.72	\$2,463.28	\$1,677.05	\$786.23
Social Security						5.48%
100.2500.52310.20.00000	\$7,906.00	\$6,994.07	\$6,994.07	\$911.93	\$912.27	(\$0.34)
Retirement						0.00%
100.2500.52320.20.00000	\$22,976.00	\$20,325.33	\$20,325.33	\$2,650.67	\$2,651.10	(\$0.43)
Teacher Retirement						0.00%
100.2500.52500.20.00000	\$9,486.00	\$10,219.00	\$10,219.00	(\$733.00)	\$0.00	(\$733.00)
Unemployment Insurance						-7.73%
100.2500.52600.20.00000	\$26,664.00	\$26,664.00	\$26,664.00	\$0.00	\$0.00	\$0.00
Workers' Comp Ins						0.00%
100.2500.56500.20.00000	\$17,300.00	\$17,277.09	\$17,277.09	\$22.91	\$0.00	\$22.91
Business Software						0.13%
100.2500.58100.20.00000	\$2,000.00	\$1,088.60	\$1,088.60	\$911.40	\$0.00	\$911.40
Dues & Fees Business						45.57%
100.2600.51100.20.00000	\$401,468.00	\$347,687.44	\$347,687.44	\$53,780.56	\$61,101.04	(\$7,320.48)
Custodian Salaries						-1.82%
100.2600.52110.20.00000	\$250,877.00	\$180,180.80	\$180,180.80	\$70,696.20	\$22,780.48	\$47,915.72
Health Insurance Custodians						19.10%
100.2600.52120.20.00000	\$2,160.00	\$2,160.00	\$2,160.00	\$0.00	\$0.00	\$0.00
Dental Insurance Custodians						0.00%

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Hinsdale School District

General Ledger - On Demand Report

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Budget Balance

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
100.2600.52200.20.00000	\$30,712.00	\$24,732.23	\$24,732.23	\$5,979.77	\$4,445.25	\$1,534.52
Social Security Custodians						5.00%
100.2600.52310.20.00000	\$52,966.00	\$43,544.49	\$43,544.49	\$9,421.51	\$7,483.95	\$1,937.56
Nonteacher Retirement Custodians						3.66%
100.2600.53000.20.00000	\$68,600.00	\$43,033.59	\$43,033.59	\$25,566.41	\$0.00	\$25,566.41
Building & Grounds Contract Services						37.27%
100.2600.54110.20.00000	\$25,000.00	\$9,658.79	\$9,659.79	\$15,340.21	\$0.00	\$15,340.21
Water/Sewer						61.36%
100.2600.54210.20.00000	\$19,000.00	\$13,148.00	\$13,148.00	\$5,852.00	\$0.00	\$5,852.00
Disposal Services						30.80%
100.2600.54300.20.00000	\$55,500.00	\$49,181.25	\$49,181.25	\$6,318.75	\$0.00	\$6,318.75
Repairs & Maintenance						11.39%
100.2600.55200.20.00000	\$40,814.00	\$40,814.00	\$40,814.00	\$0.00	\$0.00	\$0.00
Property Insurance						0.00%
100.2600.55800.20.00000	\$1,000.00	\$3,064.23	\$3,064.23	(\$2,064.23)	\$0.00	(\$2,064.23)
Training & Travel						-206.42%
100.2600.56100.20.00000	\$45,000.00	\$35,491.24	\$35,491.24	\$9,508.76	\$0.00	\$9,508.76
Supplies						21.13%
100.2600.56110.20.00000	\$38,000.00	\$22,244.80	\$22,244.80	\$15,755.20	\$0.00	\$15,755.20
Maintenance Supplies						41.46%
100.2600.56220.20.00000	\$190,000.00	\$147,106.08	\$147,106.08	\$42,893.92	\$0.00	\$42,893.92
Electricity						22.58%
100.2600.56230.20.00000	\$15,835.00	\$10,290.10	\$10,290.10	\$5,544.90	\$0.00	\$5,544.90
Bottled Gas						35.02%
100.2600.56240.20.00000	\$200,000.00	\$71,734.00	\$71,734.00	\$128,266.00	\$0.00	\$128,266.00
Heating Oil						64.13%
100.2600.56260.20.00000	\$4,000.00	\$757.73	\$757.73	\$3,242.27	\$0.00	\$3,242.27
Gasoline						81.06%

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Report: rptNewOnDemandGLRpt

2024.1.42

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Hinsdale School District

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Budget Balance

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
100.2600.57300.20.00000	\$27,000.00	\$50,626.98	\$50,626.98	(\$23,626.98)	\$0.00	(\$23,626.98)
Maintenance Equipment						-87.51%
100.2600.57370.20.00000	\$22,001.00	\$22,846.41	\$22,846.41	(\$845.41)	\$0.00	(\$845.41)
Replacement Furniture/Fixtures						-3.84%
100.2700.51100.20.00000	\$12,262.00	\$40,362.25	\$40,362.25	(\$28,100.25)	\$2,452.32	(\$30,552.57)
Transportation Salaries						-249.16%
100.2700.52200.20.00000	\$938.00	\$746.16	\$746.16	\$191.84	\$187.60	\$4.24
Social Security						0.45%
100.2700.55191.20.00000	\$352,232.00	\$209,301.35	\$209,301.35	\$142,930.65	\$0.00	\$142,930.65
Regular Student Transportation						40.58%
100.2700.55192.20.00000	\$365,000.00	\$270,235.52	\$270,235.52	\$94,764.48	\$0.00	\$94,764.48
Special Education Transportation						25.96%
100.2725.55170.22.00000	\$50,000.00	\$27,625.82	\$27,625.82	\$22,374.18	\$0.00	\$22,374.18
Athletic Transportation						44.75%
100.2725.55190.21.00000	\$1.00	\$0.00	\$0.00	\$1.00	\$0.00	\$1.00
Field Trips/Cocurricular						100.00%
100.2725.55190.22.00000	\$3,000.00	\$1,183.00	\$1,183.00	\$1,817.00	\$0.00	\$1,817.00
Field Trips/Cocurricular						60.57%
100.2725.55191.22.00000	\$5,000.00	\$1,653.85	\$1,653.85	\$3,346.15	\$0.00	\$3,346.15
Van Operating Costs						66.92%
100.2840.51100.20.00000	\$194,172.00	\$121,565.76	\$121,565.76	\$72,606.24	\$20,775.46	\$51,830.78
Salaries Technology						26.69%
100.2840.52110.20.00000	\$61,507.00	\$31,556.92	\$31,556.92	\$29,950.08	\$4,116.12	\$25,833.96
Health Tech						42.00%
100.2840.52120.20.00000	\$2,160.00	\$1,080.00	\$1,080.00	\$1,080.00	\$0.00	\$1,080.00
Dental Tech						50.00%
100.2840.52200.20.00000	\$14,854.00	\$8,869.73	\$8,869.73	\$5,984.27	\$1,534.76	\$4,449.51
Social Security Tech						29.95%

Hinsdale School District

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Budget Balance

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
100.2840.52310.20.00000	\$26,271.00	\$16,293.04	\$16,293.04	\$9,977.96	\$2,612.25	\$7,465.71
Nonteacher Retirement						28.42%
100.2840.53400.20.00000	\$8,000.00	\$950.00	\$950.00	\$7,050.00	\$0.00	\$7,050.00
Powerschool Annual Support						88.13%
100.2840.54300.20.00000	\$9,000.00	\$4,554.11	\$4,554.11	\$4,445.89	\$0.00	\$4,445.89
Repairs Tech						49.40%
100.2840.54420.20.00000	\$18,274.00	\$11,875.12	\$11,875.12	\$6,398.88	\$0.00	\$6,398.88
Copier Lease/Maint.						35.02%
100.2840.55310.20.00000	\$32,799.00	\$27,480.46	\$27,480.46	\$5,318.54	\$0.00	\$5,318.54
Phone Internet						16.22%
100.2840.55800.20.00000	\$4,250.00	\$4,748.57	\$4,748.57	(\$498.57)	\$0.00	(\$498.57)
Travel & Conferences Tech						-11.73%
100.2840.56100.20.00000	\$9,500.00	\$9,587.42	\$9,587.42	(\$87.42)	\$0.00	(\$87.42)
Supplies Tech						-0.92%
100.2840.56500.20.00000	\$33,412.00	\$26,644.40	\$26,644.40	\$6,767.60	\$5,814.07	\$953.53
Software						2.85%
100.2840.57340.20.00000	\$73,394.00	\$3,799.30	\$3,799.30	\$69,594.70	\$1,100.00	\$68,494.70
IT Equipment						93.32%
100.3110.57300.20.00000	\$1.00	\$0.00	\$0.00	\$1.00	\$0.00	\$1.00
Food Service Equipment						100.00%
100.3110.59300.20.00000	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$0.00	\$15,000.00
Food Service						100.00%
100.4000.53200.20.00000	\$1.00	\$0.00	\$0.00	\$1.00	\$0.00	\$1.00
Facilities Construction & Remodeling						100.00%
100.5100.58300.20.00000	\$720,000.00	\$720,000.00	\$720,000.00	\$0.00	\$0.00	\$0.00
Debt Service Principal						0.00%
100.5100.58400.20.00000	\$64,547.00	\$64,546.25	\$64,546.25	\$0.75	\$0.00	\$0.75
Debt Interest						0.00%

Hinsdale School District

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Budget Balance

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
100.5220.59300.99.000000	\$729,500.00	\$0.00	\$0.00	\$729,500.00	\$0.00	\$729,500.00
Transfer To Grants						100.00%
100.5221.59300.99.000000	\$225,000.00	\$0.00	\$0.00	\$225,000.00	\$0.00	\$225,000.00
Transfer To Food Service Fund						100.00%
100.5252.59300.99.000000	\$0.00	\$25,000.00	\$25,000.00	(\$25,000.00)	\$0.00	(\$25,000.00)
Trsf To Sped Exp Trust						0.00%
100.5252.59310.99.000000	\$0.00	\$25,000.00	\$25,000.00	(\$25,000.00)	\$0.00	(\$25,000.00)
Trsf To Sch Maint Exp Fund						0.00%
Fund: 100	\$15,978,137.00	\$11,508,722.97	\$11,508,722.97	\$4,469,414.03	\$1,954,684.09	\$2,514,729.94

Hinsdale School District

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Budget Balance

Account Number / Description

Budget

Range To Date

YTD

Balance

Encumbrance

% Remaining Bud

Grand Total:

\$15,978,137.00

\$11,508,722.97

\$11,508,722.97

\$4,469,414.03

\$1,954,684.09

\$2,514,729.94

End of Report

Report from the
DIRECTOR OF
ACADEMICS &
CAREER READINESS

David Ryan, Ed.D.
Superintendent

Jane Fortson, CPA
Business Administrator

HINSDALE

SCHOOL DISTRICT

Patricia Wallace, M.Ed., CAGS
Director of Student Services

Karen Thompson, M.Ed.
Director of Academics and Career
Readiness

49 School Street, P.O. Box 27 | Hinsdale, NH 03451 | 603-336-5728 | www.hnhsd.org

May 2025 Board Report Academics and Career Readiness

May is the busiest month of the year for everyone. It is an exciting time to see awards, ceremonies and celebrations happening across our school campus.

Kindness Day: We had a beautiful and extremely successful District-wide Kindness Day. Prek- 12 students blanketed the community with acts of kindness. Seeing the entire district working together to spread kindness in our community was such a beautiful site. A few quotes from the feedback we received:

“Can we do this every month.”

“Seeing our young people helping us elderly made us feel important.”

“Best day of the school year.”

This will certainly be something we do every year, and we hope to see it grow bigger and bigger.

NH SAS: NH SAS testing is in full swing. Chris Ponce and Molly Bremnar have worked hard to ensure that all proctors were trained and ready for testing to begin. Minus a few glitches, we are off to a good start to the spring testing season.

In April, Jeanne Sturges and I attended a Tech Ed conference in San Diego. This conference is one of the largest of its kind in the United States. 5000 people attend this conference. Although this conference was not at all what we were expecting, we did take away some new knowledge and information. Perhaps the most important session we attended was with three former US Secretaries of Education who called us all to action regarding the recent changes to the US Department of Education. They spoke about the potential changes to Title One and Special Education. Jeanne and I were able to spend time together discussing ways we could plan for the potential cuts to our title grants and how we maximize the funding we currently have and plan ways to best utilize the dollars we might get.

Student Agency: As I write this, I am in Portsmouth NH with The Student Agency group at our final all-school meeting. Alnoba is a beautiful facility filled with outdoor art installations where our students were able to enjoy some time exploring the grounds and bonding as a team. They did an amazing job sharing the journey of what student agency means to Hinsdale Middle High School. They presented to seven other schools and received feedback from students from across the state. At the core of the work is an opportunity for these students to become leaders in this work, they practiced leadership activities, learned and practiced ways to tell their stories of transformation and had time to discuss how they can scale this work to the greater school community. They are most excited about learning more from the students that went to Tucson and feel like this will be a way to begin to promote and to bring more student voice into this work. I was most impressed with our student's polite behavior and their willingness to step out of their comfort zone and take full advantage of this overnight trip, which for some, was the first time they had been to a hotel and/or the coastal area of NH. I am grateful we were able to provide them with this opportunity.

Our next steps in this work will be to connect our work with Portrait of a Learner. Sometimes the timing of things just falls into place, and this will fall directly into the POL work. Our students will be working with NHLI at summer workshops to take our Student Agency work to the next phase.

ELO: Exhibition day is May 29th and Mentor Dinner is May 22nd. We would love to have members of the school board join us at the events. Please let me know if you plan on attending so I get a final head count. I am looking forward to seeing Exhibition Day back in full swing.

Teacher Certification: This is the time of year that any teachers on SOE's need to complete or revisit the progress of their SOE plan and their Individual Professional Development Plan (IPDP). We are hopeful that all teachers that are in year three of their cycle will complete their plans and move from an interim authorization to a Beginning Educator Authorization. This process is in depth and timely, so I applaud the teachers who have put so much time and energy into creating their plans. These plans help us as a district to ensure that we are building and growing competent, well rounded, and prepared teachers.

Professional Development Days: On June 20th and June 23rd our entire staff will participate in Alice training as part of our final PD days. I am working with Chris Ponce to ensure that all staff are trained and supported in this new process.

Sincerely,

Karen Thompson, M.Ed.
Director of Academics and Career Readiness

Report from the
PRINCIPAL

Hinsdale Middle High
School

HINSDALE MIDDLE / HIGH SCHOOL

49 School Street
Hinsdale, New Hampshire 03451

Anna M. Roth
Principal

Patricia A. Wallace
Director of Student Services

Christopher S. Ponce
Assistant Principal

Sam Kilelee
Athletic Director

HMHS Board Report for May 2025 Submitted 5/8/25 by Anna Roth

Upcoming Events

- UNH Design Challenge 5/16
- Prom 5/17
- Keene State College Fair (juniors attending) 5/20

Academics

Our curriculum review work continues in science and social studies. Jeanne Sturges has been coordinating with consultants Barbara Hopkins and Anne Hadwen to support this work with our teachers. All departments have been working throughout the year on aligning their essential competencies to create vertical alignment across grade levels, and work has begun to start creating common rubrics for these competencies. Ideally this will allow departments to give common formative assessments and guide discussions around skill development, age/grade progression, and instructional practices.

There are newly adopted ED306 rules for state minimum standards which were approved by the State School Board in December 2024. These new 306s represent a significant shift in the way we instruct and assess our students. There are likely implications for policy, program of studies, and graduation requirements in addition to an impact on standard alignment. Jeanne Sturges has been following this development closely. I will be attending a workshop on this topic at the NH Association of School Principals Summer Leadership Academy in June. Jeanne and I will collaborate on bringing this work forward to teachers starting in earnest in August.

Social Emotional

We had an incredible professional learning experience in Tucson and learned a great deal about learner agency. As a team we have begun discussing how we can thoughtfully roll

Perseverance Advocacy Collaboration Empathy Responsibility Scholarship

SAU 92 does not discriminate on the basis of race, color, national origin, gender, sex, sexual orientation, religion, nationality, ethnic origins, country of origin, economic status, status as a victim of domestic violence, harassment, sexual assault, or stalking, disability, age or other protected classes under applicable law in its educational programs and activities. SAU 92 also provides equal access to buildings for youth groups. Link to Training - <https://nhprimex.org/explore-training/single/understanding-sexual-harassment/> Questions about Title IX can be referred to the SAU 92 Superintendent, Dr. David Ryan, dryan@hnhsd.org or 603-336-5728

this learning out in a way that feels supportive to our learning community. Most important to our team, including the student members, is disrupting the hierarchy of traditional classrooms and turning it on its side so that adults and students are walking alongside one another as learners. One of our first steps will be identifying a group of students to be our first learning ambassadors; these students will be explicitly taught the building blocks of learner agency so that they can begin to demonstrate agentic behaviors including metacognition, self-efficacy, and autonomy. I am looking forward to learning with the HMHS staff in support of a learning environment where students create, rather than respond to, educational opportunities.

End of Year/Transitions

Letters will be sent home to all parents on 5/12 sharing details about the end of the year. This will include one letter for students in grades 6-11 with the final exam schedule and dismissal times for the week of 6/16. There will be a separate letter for seniors with details about final exams, rehearsals, Class Day & Graduations schedules and expectations, and reminders about tying up any outstanding obligations.

Staffing

Formal observations have been completed, and most teachers have received their summative evaluations for the school year. Those teachers who chose collaborative coaching or portfolio for their evaluation track are submitting evidence this month and will receive their summative evaluation in the near future.

We have begun to identify expected staff vacancies that will need to be filled for the 25 – 26 school year. As of the writing of this report, we have posted for:

- School Counselor (1, full time)
- French
- High School Math
- Computer Science
- Special Ed Case Manager
- Special Ed Paraprofessionals

Susannah O'Neil is transitioning to high school science.

Enrollment

6 th	43	
7 th	37	
8 th	39	
9 th	44	
10 th	42	

11 th	29	2 CCC
12 th	33	2 WRCC
Total	267	

Report from the
DIRECTOR OF
TECHNOLOGY

David Ryan, Ed.D.
Superintendent

Jane Fortson, CPA
Business Administrator

HINSDALE SCHOOL DISTRICT

Patricia Wallace, M.Ed., CAGS
Director of Student Services

Karen Thompson, M.Ed.
Director of Academics and Career
Readiness

49 School Street, P.O. Box 27 | Hinsdale, NH 03451 | 603-336-5728 | www.hnhsd.org

Justin Therieau
Director of Technology
April Technology Report

Hinsdale School Board,

I would like to start my report by welcoming Daisy Frederick to my department and our District in the Digital Learning Specialist role. Daisy was a Tech and Design teacher at Brattleboro Area Middle School for many years and now joins us from MC2 in Keene. We look forward to reviewing where technology is being used and identify areas for improvement. Daisy will be able to be in the classroom providing real time instructional support and guidance around the use of technology augmenting the instruction that teachers are currently doing.

State reporting on the new iNHDEX system that has replaced i4see is complete. This was a new process and came with a few hurdles, but I want to thank our counselors and administrative assistants for helping with cleaning up data or entering in new data in PowerSchool that the new system requires reporting on. Civil Rights Data Collection reporting for the federal level is being completed soon too.

We have been gearing up for NHSAS testing that is coming up in May. We have begun pushing out the new testing software for all student computers. We will be providing spare laptops to ensure that students are able to take the test with minimal interruption or delay. We have an upcoming tech check at HMHS that Connor will be attending to ensure all student laptops have received the updated software.

Looking forward we will be setting up A/V equipment for the public forum regarding tuition on April 9, 2025. In addition, we will be setting up equipment at the Town Hall for Tim O'Neil who has organized a design challenge for students on April 11, 2025.

Report from the
DIRECTOR OF
STUDENT SERVICES

David Ryan, Ed.D.
Superintendent

Jane Fortson, CPA
Business Administrator

HINSDALE SCHOOL DISTRICT

Patricia Wallace, M.Ed., CAGS
Director of Student Services

Karen Thompson, M.Ed.
Director of Academics and Career
Readiness

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Student Services Board Report for April 2025

Submitted May 7, 2025, by Patricia Wallace, M.Ed., CAGS

Highlights about indicator reports received from the New Hampshire Department of Education:

- Received LEA determination from the NH DOE. Hinsdale continues to be a district on needs intervention under the same two areas that we found to need intervention last year. I have addressed my concern that we have done a root cause analysis and put interventions in place to address the deficits but because the LEA determination looks at data two years back. This is not a reflection of the work that we did this past year to address deficits. I will be working with the State and the same LEA Determination teams to continue the work next school year.

Ongoing projects through Special Education:

- Preschool is completing the new statewide assessment, DRDP. This is a very time-consuming process for each student. These assessments need to be completed individually and take a minimum of approximately 1 hour per student to review and input the data.
- Students taking the NH DLM, alternative assessment and NHSAS, state testing currently.

Numbers in Special Education for April 2025:

- Number of Special Education Students that moved out of district: 0
- Number of Special Education Students that moved into the district: 1-5
- Number of new referrals made in March: 1 -5
 - Preschool – Early Childhood supports referral: 1-5
 - Elementary School: 1 -5
 - Middle/High School: 1-5
- Number of Students Evaluated (new or part of a 3-year eval) that do not meet criteria: 1-5

Celebrations:

- The featured staff member for this Month is Sara Scott, Paraeducator at the Middle/High School.
- Emma Case, para educator at the Elementary school, celebrated the birth of her son, Malcom, on 04/29/2025

- Sarah Burgess is graduating with an advanced degree in Special Education Administration on May 9 from Keene State College.

Concerns about open Special Education Positions:

There are open positions in Special Education for the next school year:

- Special Education Case manager at Middle/High School and Elementary School – received zero applicates so far.
- School Psychologist – have not had an applicate in 4 years, utilizing contracted services.
- Speech and Language Pathologist - have not had an application in 4 years, utilizing contracted services.
- Occupation Therapist – this is a shared position with Winchester, but they have not received any applicate. We utilize contracted services currently.

I am genuinely concerned with all these open positions and zero applicates.

Individual Employee Plan (I.E.P)

Hi, I'm Sara Scott

What is your fight song? "Champion" by Carrie Underwood

What is one thing about you that you want the school committee to know about you? I have been a youth girls softball coach for 11 years.

Why is this important to you? I am very passionate about softball, and I think that it helps to build community and brings the girls together. It is very important to make sure that we build a strong sense of self-confidence.

My unique talent/character is I love to organize!

My family members are I have big family, and my mom is my best friend. Most important to me are my amazing children

What is your best professional accomplishment Anytime I see a student accomplish one of their goals!

I like to receive recognition Publicly announcement achievement to everyone

My preferred learning style is Visual

My favor memory teaching is. There are many teaching moments that I could talk about. Watching some of my students that I have also coached graduate and go on to college.

I manage a stressful situation by Breathe and tell myself that I can get through it!

I relax by Listening to audio

I can live without My Phone

I can't live without My Insulin Pump

I prefer: Coffee over Tea; Bagels over Donuts, Sweet (even though I am a diabetic) over salty and stay up late versus getting up early.

If I won the lotto for \$200 million the first three things I would buy are: Pay off my mortgage, buy a new car and I would pay for my daughter to finish college.

I went to High school Brattleboro Union High School.

I went to college I went to CCV/ Vermont Tech for Nursing

I started by career as an educator because It is amazing to see students learn and grow!

As the Director of Student Services, I appreciate Sara. Sara is a natural person who works with students where they are but challenges the students to push themselves to go one more step than they thought they could. I really appreciate it when Sara comes to me with concerns, and we can brainstorm together for the betterment of the students she works with. Lastly, Sara has an open mind about working with all students and is willing to do what is right for the students and adults she interacts with, by focusing on the positives of all.

Report from the
FACILITIES
DIRECTOR

David Ryan, Ed.D.
Superintendent

Jane Fortson, CPA
Business Administrator

Patricia Wallace, M.Ed., CAGS
Director of Student Services

Karen Thompson, M.Ed.
Director of Academics and Career
Readiness

HINSDALE

SCHOOL DISTRICT

49 School Street, P.O. Box 27 | Hinsdale, NH 03451 | 603-336-5728 | www.hnhsd.org

Nathan Boudreau
Facilities Director
Hinsdale School District

May 2025 Facilities Report

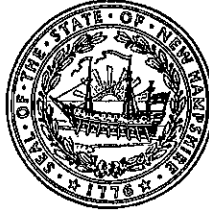
A shorter than normal report this month as the facilities department has not had any major surprises and we continue working on our normal day-to-day operations. We have been very busy with many scheduled events taking place that require all staff to chip in.

Over the past month we have had quite a few events within the district that required some organized set up and breakdowns, along with others needing assistance in addition, including Kindness day, Elementary school plays and concerts to name a few. I would like to emphasize the willingness and ability of my staff for being flexible and communicative during these times where the district has more events than usual.

We are happy to announce we are in the process of hiring an experienced candidate for our open grounds position. Spring came on very quickly and with all the recent rain all the grounds with need consistent care moving forward. In house we have been able to chip away at what we could but having this position filled potentially with an experienced grounds person will be quite beneficial.

In our efforts to reduce costs as well as utilizing the town resources we started our second round of trash runs to the transfer station. We unfortunately have had to postpone our efforts due to the timing between the transfer station being open and the custodial dept being able to make trash runs. Between the town and me we are in constant communication to find ways to lower costs and be able to help each other.

BOARD BUSINESS



Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, N.H. 03301
TEL. (603) 271-3495
FAX (603) 271-1953

April 4, 2025

TO: Senior Educational Official

FROM: Lindsey Labonville, Administrator
Bureau of Federal Compliance

SUBJECT: General Assurances FY 2026

The New Hampshire Department of Education (NHED) has developed the attached "General Assurances, Requirements and Definitions for Participation in Federal Programs" document that must be signed by all agencies and organizations that receive federal funds through the NHED. The federally funded programs which flow money through the NHED require each applicant to file certain assurances. Some of these assurances apply to all programs and are therefore, considered "general assurances."

The submission of general assurances is required in part by:

- Federal regulation 34 CFR §76.301 of the Education Department General Administrative Regulations (EDGAR), which requires a general application for subgrantees/subrecipients for participation in federal programs funded by the U.S. Department of Education that meets the requirements of Section 442 of the General Education Provisions Act (GEPA).
- Applicable federal statutes.
- Applicable regulations of other federal agencies.

The NHED has consolidated the general assurances into one document which also now includes requirements and definitions in an effort to provide more guidance relative to implementation of the underlying assurances. NHED requests an annual submission for each Local Education Agencies (LEA's). This will simplify the collection of assurances and facilitate the requirement that the NHED Commissioner of Education certify to the Secretary of Education the status of all LEAs.

In New Hampshire both School Districts and School Administrative Units (SAUs) are considered LEA's. Individual program policy determines which type of entity may apply for federal funds. As such, both the Senior Educational Official and the local School Board Chairperson are required to sign the certifications of the attached document.

I am requesting that you and the local School Board complete the certifications at the end of the enclosed general assurance document; initial each page in the spaces provided (no initials required for the signature pages) and upload the document in its entirety to the district's homepage on GMS. The Bureau of Federal Compliance office will notify the appropriate NHED program approving federal funds to LEA's when it has received each assurance. The various federal programs are not to request additional copies from you, but to accept the Bureau of Federal Compliance list as the basis for determining compliance with these requirements as one item in their approval of proposals for funding. Other program specific assurances will still be requested from the LEA's by individual NHED programs.

Compliance with these general assurances will be subject to review by NHED staff during on-site federal compliance monitoring. Annual audits by CPAs in accordance with the Single Audit Act may also include compliance checks.

On the Certification page, please include the name and number of the SAU office and the name of the School District which will be applying for funds. Both certifying parties are asked to execute the document and return the document by uploading it to the district GMS homepage no later than **June 1, 2025**.

If you should have any questions regarding these general assurances, please contact Lindsey Labonville, Administrator of the Bureau of Federal Compliance at Lindsey.L.Labonville@doe.nh.gov or at 603-731-4621.

New Hampshire Department of Education

FY2026

GENERAL ASSURANCES, REQUIREMENTS AND DEFINITIONS FOR PARTICIPATION IN FEDERAL PROGRAMS

Subrecipients of any Federal grant funds provided through the New Hampshire Department of Education (NHED) must submit a signed copy of this document to the NHED Bureau of Federal Compliance prior to any formula grant application being deemed to be “substantially approvable” or any discretionary grant receiving “final approval.” Once a formula grant is deemed to be in substantially approvable form, the subrecipient may begin to obligate funds which will be reimbursed upon final approval of the application by the NHED (34 CFR 708).

Any funds obligated by the subrecipient prior to the applicant submitting its application to the NHED in substantially approvable form will not be reimbursable even upon final approval of the application by the NHED.

All individuals executing this document should review the document to ensure that you understand the requirements and deadlines to which you are agreeing.

Following your review and acceptance of these General Assurances, Requirements and Definitions for Participation in Federal Programs please sign the certification statement on the appropriate page and then initial each of the remaining pages where indicated (initials on the signature pages are not required).

Please note that the practice of the School Board authorizing the Senior Educational Official to sign on behalf of the School Board Chair is not acceptable to the NHED in this case and will be considered non-responsive.

Once the document is fully executed, please upload a signed copy of these General assurances to the LEA homepage within GMS for review and approval. General assurances must be uploaded for each district applying for federal funds.

Should you have any questions please contact Lindsey Labonville at 603-731-4621 or Lindsey.L.Labonville@doe.nh.gov.

General Assurances, Requirements and Definitions for Participation in Federal Programs

A. General Assurances

Assurance is hereby given by the subrecipient that, to the extent applicable:

- 1) The subrecipient has the legal authority to apply for the federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay non-federal share of project costs, as applicable) to ensure proper planning, management, and completion of the project described in all applications submitted.
- 2) The subrecipient will give the awarding agency, the NHED, the Comptroller General of the United States and, if appropriate, other State Agencies, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3) The subrecipient will comply with the requirements regarding construction and real property within 34 CFR Part 75.600-75.684. The non-Federal entity is required to comply with any reporting requirements on the status of real property in which the Federal Government retains an interest pursuant to 2 CFR 200.330.
- 4) The subrecipient will establish safeguards to prohibit employees from using their positions for purposes that constitute or appear to present a personal or organizational conflict of interest, or for personal gain.
- 5) The subrecipient will initiate and complete the work within the applicable time frame after receiving approval from the awarding agency.
- 6) The subrecipient will comply with all Federal statutes, administrative rules and executive orders including provisions protecting free speech, religious liberty, public welfare, the environment, and those prohibiting discrimination. These include, but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; including any guidance issued consistent with Executive Order 14151 Ending Radical And Wasteful Government DEI Programs And Preferencing – The White House (January 20, 2025) and the communication titled “Reminder of Legal Obligations Undertaken in Exchange for Receiving Federal Financial Assistance and Request for Certification under Title VI and SFFA v. Harvard issued by the United States Department of Education on April 3, 2025, as applicable;
 - (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex including any guidance issued consistent with Executive Order 14168 Defending Women From Gender Ideology Extremism And Restoring Biological Truth To The Federal Government (January 20, 2025), as applicable;
 - (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
 - (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
 - (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

- (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 - (i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made;
 - (j) The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and the Protection of Pupil Rights Amendment (PPRA) (20 U.S.C. § 1232h; 34 CFR Part 98); and
 - (k) The requirements of any other statute(s), administrative rule, executive order, dear colleague letter, or non-regulatory guidance which may apply to the application.
- 7) The subrecipient will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
 - 8) The subrecipient will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds. The subrecipient further assures that no federally appropriated funds have been paid or will be paid by or on behalf of the subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - 9) The subrecipient will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported in whole or in part with federal funds.
 - 10) The subrecipient will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported in whole or in part with federal funds.
 - 11) The subrecipient will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - 12) The subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, dear colleague letter, non-regulatory guidance and policies governing all program(s).
 - 13) The subrecipient will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR 200.501, Subpart F, "Audit Requirements," as applicable.
 - 14) The recipient will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.
 - 15) The control of funds provided to a subrecipient that is a Local Education Agency under each program, and title to property acquired with those funds, will be in a public agency, and a public agency will administer those

funds and property.

- 16) Personnel funded from federal grants and their subcontractors will adhere to the prohibition from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal grants funded by the US Department of Education).
- 17) The subrecipient assures that it will adhere to the Pro-Children Act of 2001, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P.L. 107-110, section 4303(a)). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P.L. 107-110, Section 4303(b)(1). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P.L. 107-110, section 4303(e)(1).
- 18) The subrecipient will comply with the Stevens Amendment.
- 19) The subrecipient will comply with the Buy America Preference for Infrastructure Projects as required by 2 CFR Part 184.
- 20) The subrecipient will submit such reports to the NHED and to U.S. governmental agencies as may reasonably be required to enable the NHED and U.S. governmental agencies to perform their duties. The subrecipient will maintain such fiscal and programmatic records, including those required under 20 U.S.C. 1234(f), and will provide access to those records, as necessary, for those Departments/agencies to perform their duties.
- 21) The Subrecipient will ensure compliance with 2 CFR 200.415(a) and (b).
- 22) If an LEA, the subrecipient will provide reasonable opportunities for systematic consultation with and participation of teachers, parents, and other interested agencies, organizations, and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.
- 23) If an LEA, the subrecipient shall assure that any application, evaluation, periodic program plan, or report relating to each program will be made readily available to parents and other members of the general public upon request.
- 24) If an LEA, the subrecipient has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program, significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects. Such procedures shall ensure compliance with applicable federal laws and requirements.
- 25) The subrecipient will comply with the requirements of the Gun-Free Schools Act of 1994.
- 26) The subrecipient will submit a fully executed and accurate FY25 Single-Audit Certification (required) and the Federal Expenditures Worksheet (if applicable) to the NHED no later than December 31, 2025. The worksheet

will be provided to each subrecipient by the NHED via email and is posted on the NHED website.

- 27) The subrecipient shall comply with the restrictions of New Hampshire RSA 15:5.
- 28) The subrecipient will comply with the requirements in 2 CFR Part 180, Government-wide Debarment and Suspension (Non-procurement).
- 29) The subrecipient certifies that it will maintain a drug-free workplace and will comply with the requirements of the Drug-Free Workplace Act of 1988 and 34 CFR 84.200.
- 30) The subrecipient will adhere to the requirements of Title 20 USC 7197 relative to the Transfer of Disciplinary Records.
- 31) The subrecipient will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- 32) The subrecipient will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub-agreements.
- 33) The subrecipient will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 34) The subrecipient will comply with environmental standards which may be prescribed pursuant to the following:
(a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- 35) The subrecipient will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 36) The subrecipient will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 37) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all

contracts and purchase orders for work or products under this award (2 CFR 200.322).

38) The subrecipient will comply with the Prohibition on Certain Telecommunications and Video Surveillance Equipment requirement per 2 CFR 200.216.

39) The subrecipient will comply with the Protection for Whistleblowers (41 U.S.C. §4712).

B. Explanation of Grants Management Requirements

The following section elaborate on certain requirements included in legislation or regulations referred to in the "General Assurances" section. This section also explains the broad requirements that apply to federal program funds.

1. Financial Management Systems

Financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions, and to trace funds to establish that such funds have been used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award.

Specifically, the financial management system must be able to:

- a) Identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and federal award identification must include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and name of the pass-through entity, if any.
- b) Provide accurate, current, and complete disclosure of the financial results of each federal award or program.
- c) Produce records that identify adequately the source and application of funds for federally funded activities.
- d) Maintain effective control over, and accountability for, all funds, property, and other assets. The subrecipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- e) Generate comparisons of expenditures with budget amounts for each federal award.

2. Written Policies and Procedures

The subrecipient must have written policies and procedures for (this list is not all inclusive):

Policy/Procedure Name	In Accordance With	Policy	Procedure
Drug-Free Workplace Policy	34 CFR 84.200 and the Drug-Free Workplace Act of 1988		N/A
Procurement Policy & Procedure	2 CFR 200.317-327		
Conflict of Interest/Standard of Conduct Policy	2 CFR 318(c)(1)		N/A
Inventory Management Policy & Procedure	2 CFR 200.313(d)		
District Travel Policy	2 CFR 200.475(b)		N/A
Subrecipient Monitoring Policy & Procedure (if applicable)	2 CFR 200.332(d)		

Time and Effort Policy & Procedure	2 CFR 200.430		
Records Retention Policy & Procedure	2 CFR 200.334		
Prohibiting the Aiding and Abetting of Sexual Abuse Policy	ESEA Section 8546		N/A
Allowable Cost Determination Policy	2 CFR 200.302(b)(7)		N/A
Gun Free School Act	Gun Free School Act of 1994		N/A
Cash Management	2 CFR 200.302(b)(6) and 200.305		
Nonsmoking Policy for Children's Services	ESEA Section 8573		N/A

3. Internal Controls

The subrecipient must:

- Establish, maintain, and document effective internal controls over the federal award that provides reasonable assurance that the non-federal entity is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should comply with the guidance outlined in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- Comply with the U.S. Constitution, federal statutes, regulations, applicable executive order, and non-regulatory guidance, as applicable, and the terms and conditions of the federal awards.
- Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- Take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information. This also includes information the Federal agency or pass-through entity designates as sensitive or other information the recipient or subrecipient considers sensitive and is consistent with applicable Federal, State, local and tribal laws regarding privacy and responsibility over confidentiality.
- Retain all Federal award records and other supporting documentation in accordance with 2 CFR 200.334.

4. Allowable Costs

In accounting for and expending project/grant funds, the subrecipient may only charge expenditures to the project award if they are:

- in payment of obligations incurred during the approved project period;
- in conformance with the approved project;
- in compliance with all applicable statutes and regulatory provisions;
- costs that are allocable to a particular cost objective;
- spent only for reasonable and necessary costs of the program; and
- not used for general expenses required to carry out other responsibilities of the subrecipient.

5. Audits

This part is applicable for all non-federal entities as defined in 2 CFR 200, Subpart F.

- a) In the event that the subrecipient expends \$1,000,000 or more in federal awards in its fiscal year, the subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F. In determining the federal awards expended in its fiscal year, the subrecipient shall consider all sources of federal awards, including federal resources received from the NHED. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200, Subpart F.
- b) In connection with the audit requirements, the subrecipient shall also fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508.
- c) If the subrecipient expends less than \$1,000,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F, is not required. In the event that the subrecipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from subrecipient resources obtained from non-federal entities).

The subrecipient assures it will implement the following audit responsibilities:

- a) Procure or otherwise arrange for the audit required by this part in accordance with auditor selection regulations (2 CFR 200.509) and ensure it is properly performed and submitted no later than nine months after the close of the fiscal year in accordance with report submission regulations (2 CFR 200.512).
- b) Provide the auditor access to personnel, accounts, books, records, supporting documentation, and other information as needed so that the auditor may perform the audit required by this part.
- c) Prepare appropriate financial statements, including the schedule of expenditures of federal awards, in accordance with financial statements regulations (2 CFR 200.510).
- d) Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan, in accordance with audit findings follow-up regulations (2 CFR 200.511(b-c)).
- e) If an audit reveals the basis for a finding related to a federally funded program, upon request of the NHED Bureau of Federal Compliance (BFC), promptly submit a corrective action plan using the NHED template provided by the BFC for audit findings related to the federally funded programs.
- f) For repeat findings not resolved or only partially resolved, the subrecipient must provide an explanation for findings not resolved or only partially resolved to the BFC for findings related to all federally funded programs. The BFC will review the subrecipient's submission and issue an appropriate management decision adhering to the same framework as set forth in 2 CFR 200.521.

6. Reports to be Submitted

Audits/Management Decisions

Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F shall be submitted, by or on behalf of the recipient directly to the following:

- a) The Federal Audit Clearinghouse (FAC) in 2 CFR 200, Subpart F requires the auditee to electronically submit the data collection form described in 200.512(b) and the reporting package described in 200.512(c) to FAC at: The Federal Audit Clearinghouse

Copies of other reports or management decision letter(s) shall be submitted by or on behalf of the subrecipient directly to:

- a) **New Hampshire Department of Education**

Bureau of Federal Compliance
25 Hall Street
Concord, NH 03301 Or via email to: federalcompliance@doe.nh.gov

- b) In response to requests by a federal agency, auditees must submit a copy of any management letters issued by the auditor, 2 CFR 200.512(e).

Any other reports, management decision letters, or other information required to be submitted to the NHED pursuant to this agreement shall be submitted in a timely manner.

Single Audit Certifications and Federal Expenditures Worksheet

A fully executed and accurate FY25 Single-Audit Certification (required) and Federal Expenditures Worksheet (if applicable) shall be submitted to the NHED no later than **December 31, 2025**. A copy of the forms will be provided to each subrecipient by the NHED via email.

7. Debarment, Suspension, and Other Responsibility Matters

As required by Executive Orders (E.O.) 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, for prospective participants in primary covered transactions, as defined in 2 CFR 180.120, 180.125 and 180.200, no contract shall be made to parties identified on the General Services Administration's *Excluded Parties List System* as excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees.

The federal government imposes this requirement in order to protect the public interest, and to ensure that only responsible organizations and individuals do business with the government and receive and spend government grant funds. Failure to adhere to these requirements may have serious consequences – for example, disallowance of cost, termination of project, or debarment.

To assure that this requirement is met, there are four options for obtaining satisfaction that subrecipients and contractors are not suspended, debarred, or disqualified.

The subrecipient certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal Department or agency.
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement; theft, forgery, bribery, falsification, or destruction of records; making false statements; or receiving stolen property.
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in this certification.
- d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the subrecipient is unable to certify to any of the statements in this certification, they shall attach an

explanation to this document.

8. Drug-Free Workplace (Grantees Other Than Individual)

As required by the Drug-Free Workplace Act of 1988 and implemented in 34 CFR 84.200 the subrecipient certifies that it will continue to provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance (34 CFR 84.610) is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b) Establishing, as required by 34 CFR 84.215, an ongoing drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace;
 - The recipient's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c) Requiring that each employee engaged in the performance of the project is given a copy of this statement.
- d) Notifying the employee in the statement that, as a condition of employment under the project, the employee will:
 - Abide by the terms of the statement; and
 - Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e) Notifying the agency in writing within 5 calendar days after receiving notice of an employee's conviction of a violation of a criminal drug statute in the workplace, as required by 34 CFR 84.205(c)(2), from an employee or otherwise receiving actual notice of employee's conviction. Employers of convicted employees must provide notice, including position title to:

Director, Grants and Contracts Service
U.S. Department of Education
400 Maryland Avenue, S.W. [Room 3124, GSA – Regional Office Building No. 3]
Washington, D.C. 20202-4571

(Notice shall include the identification number[s] of each affected grant).
- f) Taking one of the following actions, as stated in 34 CFR 84.225(b), within 30 calendar days of receiving the required notice with respect to any employee who is convicted of a violation of a criminal drug statute in the workplace.
 - Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

- g) Making a good-faith effort to maintain a drug-free workplace through implementation of the requirements stated above.

9. Gun Possession

As required by Title XIV, Part F, and Section 14601 (Gun-Free Schools Act of 1994) of the Improving America's Schools Act:

The LEA assures that it shall comply with the provisions of RSA 193:13, IV.

Any pupil who brings or possesses a firearm as defined in section 921 of Title 18 of the United States Code in a safe school zone as defined in RSA 193-D:1 without written authorization from the superintendent or designee shall be expelled from school by the local school board for a period of not less than 12 months. Nothing in this section shall be construed to prevent the local school district or chartered public school that expelled the student from providing educational services to such student in an alternative setting.

The LEA assures that it shall timely file the report required by Ed 317.07.

The LEA assures that it has establish policies on school discipline as required by RSA 193:13, XI and XII and Ed 317.03.

10. Lobbying

As required by Section 1352, Title 31, of the U.S. Code, and implemented in 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined in 34 CFR 82.105 and 82.110, the applicant certifies that:

- a) No federally appropriated funds have been paid or will be paid by or on behalf of the subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal grants or cooperative agreements, the subrecipient shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The subrecipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, contracts under federal awards, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

New Hampshire RSA 15:5 - Prohibited Activities.

- I. Except as provided in paragraph II, no recipient of a grant or appropriation of state funds may use the state funds to lobby or attempt to influence legislation, participate in political activity, or contribute funds to any entity engaged in these activities.

- II. Any recipient of a grant or appropriation of state funds that wishes to engage in any of the activities prohibited in paragraph I, or contribute funds to any entity engaged in these activities, shall segregate the state funds in such a manner that such funds are physically and financially separate from any non-state funds that may be used for any of these purposes. Mere bookkeeping separation of the state funds from other moneys shall not be sufficient.

11. Subrecipient Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F, subrecipient monitoring procedures may include, but not be limited to, on-site or remote visits by NHED staff, limited scope audits, and/or other procedures. By signing this document, the subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the NHED. In the event the NHED determines that a limited scope audit of the project recipient is appropriate, the subrecipient agrees to comply with any additional instructions provided by NHED staff to the subrecipient regarding such audit.

12. More Restrictive Conditions

Subrecipients found to be in noncompliance with program and/or fund source requirements or determined to be "high risk" shall be subject to the imposition of more restrictive conditions as determined by the NHED.

13. Obligations by Subrecipients

Obligations will be considered to have been incurred by subrecipients on the basis of documentary evidence of binding commitments for the acquisition of goods or property or for the performance of work, except that funds for personal services, services performed by public utilities, travel, or the rental of facilities shall be considered to have been obligated at the time such services were rendered, such travel occurred, and/or when facilities were used (see 34 CFR 76.707).

14. Personnel Costs – Time Distribution

Charges to federal projects for personnel costs, whether treated as direct or indirect costs, are allowable to the extent that they satisfy the specific requirements of 2 CFR 200.430 and will be based on payrolls documented in accordance with generally accepted practices of the subrecipient and approved by a responsible official(s) of the subrecipient.

When employees work solely on a single federal award or cost objective, charges for their salaries and wages must be supported by personnel activity reports (PARs), which are periodic certifications (at least semi-annually) that the employees worked solely on that program for the period covered by the certification. These certifications must be signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee.

When employees work on multiple activities or cost objectives (e.g., more than one federal project, a federal project and a non-federal project, an indirect cost activity and a direct cost activity, two or more indirect activities which are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity), the distribution of their salaries or wages will be supported by personnel activity reports or equivalent documents that meet the following standards:

- a) Reflect an after-the-fact distribution of the actual activity of each employee;
- b) Account for the total activity for which each employee is compensated;

- c) Prepared at least monthly and must coincide with one or more pay period; and
- d) Signed and dated by the employee.

15. Protected Prayer in Public Elementary and Secondary Schools

The subrecipient certifies that the LEA has no policy that prevents or otherwise denies participation in constitutionally protected prayer in public elementary and secondary schools. (Section 8524(a) of the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the Every Student Succeeds Act and codified at 20 U.S.C. § 7904).

16. Purchasing/Procurement

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and 2 CFR 200.317 - 2 CFR 200.327 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

1. Informal procurement methods
 - a. Micro-purchases
 - b. Simplified Acquisition
2. Formal procurement methods
 - a. Sealed bids
 - b. Proposals
3. Noncompetitive procurement

17. Retention and Access to Records

The subrecipient certifies that it will comply with all federal regulations, including but not limited to, 2 CFR 200.334 – 2 CFR 200.338.

18. The Stevens Amendment

All federally funded projects must comply with the Stevens Amendment of the Department of Defense Appropriation Act, found in Section 8136, which provides:

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

19. Transfer of Disciplinary Records

Title 20 USC 7197 requires that the State have a procedure to assure that a student's disciplinary records, with respect to suspensions and expulsions, are transferred by the project recipient to any public or private elementary or secondary school where the student is required or chooses to enroll. In New Hampshire, that assurance is statutory and found at RSA 193-D:8.

The relevant portions of the federal and state law appear below.

- a) **Disciplinary Records** - In accordance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232g), not later than 2 years after the date of enactment of this part, each State receiving Federal funds under this Act shall provide an assurance to the Secretary that the State has a procedure in place to facilitate the transfer of disciplinary records, with respect to a suspension or expulsion, by local educational agencies to any private or public elementary school or secondary school for any student who is enrolled or seeks, intends, or is instructed to enroll, on a full- or part-time basis, in the school.
- b) **193-D:8 Transfer Records; Notice** – All elementary and secondary educational institutions, including academies, private schools, and public schools, shall upon request of the parent, pupil, or former pupil, furnish a complete school record for the pupil transferring into a new school system. Such record shall include, but not be limited to, records relating to any incidents involving suspension or expulsion, or delinquent or criminal acts, or any incident reports in which the pupil was charged with any act of theft, destruction, or violence in a safe school zone.

20. Compliance with FERPA and PPRA

The subrecipient certifies that it complies with Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and the Protection of Pupil Rights Amendment (PPRA) (20 U.S.C. § 1232h; 34 CFR Part 98) by ensuring the following:

- a) The subrecipient has established and implemented effective internal processes to ensure that student's complete education records are maintained;
- b) The subrecipient has established and implemented effective internal processes to ensure that parents are provided with the opportunity to review their student's education records;
- c) The subrecipient has established policies and procedures that permit disclosure of personally identifiable information from a student's education records in order to address safety issues in a manner that complies with FERPA;
- d) The subrecipient provides parents and eligible students annual notification of their rights under FERPA consistent with 34 CFR § 99.7; and
- e) The subrecipient, if applicable, has established procedures to provide military recruiters the same access to secondary students as provided to postsecondary institutions or to prospective employers and require that schools provide student information to military recruiters, when requested, unless the parent has opted out of providing such information (schools are required to provide to military recruiters include student names, addresses, electronic mailing addresses, and telephone listings. *See* Section 8528 of the ESEA, as amended, 20 U.S.C. § 7908 and 10 U.S.C. § 503(c)).

C. Definitions (2 CFR 200.1)

- 1) **Audit finding** - *Audit finding* means deficiencies which the auditor is required by 2 CFR 200.516 (a) to report in the schedule of findings and questioned costs.
- 2) **Management decision** - *Management decision* means the Federal awarding agency's or pass-through entity's written determination, provided to the auditee, of the adequacy of the auditee's proposed corrective actions to address the findings, based on its evaluation of the audit findings and proposed corrective actions.
- 3) **Pass-through entity** - *Pass-through entity (PTE)* means a recipient or subrecipient that provides a subaward to a subrecipient (including lower tier subrecipients) to carry out of a Federal program. The

authority of the pass-through entity under this part flows through the subaward agreement between the pass-through entity and subrecipient.

- 4) **Period of performance** - *Period of performance* means the total estimate time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the Period of Performance in the Federal award per 2 CFR 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period.
- 5) **Subaward** - *Subaward* means an award provided by a pass-through entity to a subrecipient for the subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. It does not include payments to a contractor, beneficiary, or participant. A subaward may be provided through any form of legal agreement consistent with criteria in with 2 CFR 200.331, including an agreement the pass-through entity considers a contract.
- 6) **Subrecipient** – *Subrecipient* means an entity that receives a subaward from a pass-through entity to carry out part of a federal award.
- 7) **Senior Educational Official** – *Senior Educational Official* means the top executive in an educational organization who makes the key decisions on spending, staffing, and other education policies.

CERTIFICATION

Instructions: The Senior Education Official **must** consult with the School Board for the School District/SAU by informing said School Board about the District's/SAU's participation in Federal Programs and the terms and conditions of the General Assurances, Requirements and Definitions for Participation in Federal Programs. The Senior Educational Official and the Chair of the School Board **must** sign this certification page (and initial the remaining pages) as described below and return it to the NHED. **No payment for project/grant awards will be made by the NHED without a fully executed copy of this General Assurances, Requirements and Definitions for Participation in Federal Programs on file.** For further information, contact the NHED Bureau of Federal Compliance at federalcompliance@doe.nh.gov

Senior Educational Official or other Qualifying Administrator Certification:

We the undersigned acknowledge that [a] person is guilty of a violation of R.S.A. § 641:3 if [h]e or she makes a written or electronic false statement which he or she does not believe to be true, on or pursuant to a form bearing a notification authorized by law to the effect that false statements made therein are punishable; or (b) With a purpose to deceive a public servant in the performance of his or her official function, he or she: (1) Makes any written or electronic false statement which he or she does not believe to be true; or (2) Knowingly creates a false impression in a written application for any pecuniary or other benefit by omitting information necessary to prevent statements therein from being misleading; or (3) Submits or invites reliance on any writing which he or she knows to be lacking in authenticity; or (4) Submits or invites reliance on any sample, specimen, map, boundary mark, or other object which he or she knows to be false.

Accordingly, I, the undersigned official legally authorized to bind the named School District/SAU hereby apply for participation in federally funded education programs on behalf of the School District/SAU named below. I certify, to the best of my knowledge, that the below School District/SAU will adhere to and comply with these General Assurances, Requirements and Definitions for Participation in Federal Programs (pages 1 through 14 inclusive). I further certify, as is evidenced by the Minutes of the School Board Meeting held on _____, _____, that I have informed the members of the School Board of the federal funds the District/SAU will be receiving and of these General Assurances, Requirements and Definitions for the Participation in Federal Programs for the District's/SAU's participation in said programs.

SAU/Charter Number: 92

District or Charter School Name: Hinsdale School District

David Ryan
Typed Name of Senior Educational Official


Signature

5-14-2025
Date

School Board Certification:

I, the undersigned official representing the School Board, acknowledge that the Senior Educational Official, as identified above, has consulted with all members of the School Board, in furtherance of the School Board's obligations, including those enumerated in RSA 189:1-a, and pursuant to the School Board's oversight of federal funds the District will be receiving and of the General Assurances, Requirements and Definitions for Participation in Federal Programs in said programs.

April Anderson

Typed Name of School Board
Chair (on behalf of the School Board)

Signature

5-14-2025
Date

Once the document is fully executed, please upload a signed copy of these General assurances to the LEA homepage within GMS for review and approval. General assurances must be uploaded for each district applying for federal funds.

DAB - Fund Balance Policy

Category Priority-The subject matter of these policies is required by state and or federal law.

A Fund Balance Policy

The district hereby establishes and will maintain reservations of Fund Balance, as defined herein, in accordance with Governmental Accounting Standards Board Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. This Policy shall only apply to the Districts governmental funds. Fund balance shall be composed of nonspendable, restricted, committed, assigned and unassigned amounts.

B Definitions

1. ***Nonspendable Fund Balance***- includes amounts that are not in a spendable form (such as inventory or prepaid expenses) or are required to be maintained intact (such as principal of an endowment fund>)
2. ***Restricted Fund Balance***- includes amounts that can only be spent for specific purposes stipulated by external resource providers (such as grantors) or the enabling legislation (the annual District meeting). Restrictions may be charged or lifted only with the consent of the resources providers or the enabling legislation.
3. ***Committed Fund Balance***- includes amounts that can be used only for specific purposes determined be a formal action of the District highest level of decision making authority (the School board). Commitment may be changed or lifted only by the governing board taking the same formal action that imposed the constraint originally.
4. ***Assigned Fund Balance***- includes amounts the District *intends* to use for a specific purpose. For all governmental funds other than the General Fund, any remaining positive amounts are to be classified as “assigned”. The School Board expressly delegates this authority to the Superintendent, through the Business Administrator. Items that would fall under this type of fund balance classification would be encumbrances.
5. ***Unassigned Fund Balance***- includes amount that are not obligated or specifically designated and is available for any purposes. The residual classification of and General Fund balance is to be reported here. Any deficit fund balance of another fund is also classified as unassigned.

C Spending Prioritizations

1. When expenditures are incurred for proposes for which both restricted and unrestricted funds is available, restricted fund balance is considered to have been spent first.

2. When expenditures are incurred for purposes for which in any of the unrestricted fund balance classifications can be used, committed amounts should be reduced first, followed by assigned amounts and then unassigned amounts.

D Deficit Fund balance

At year end, if any of the special revenue funds (such as food service fund) has a deficit unassigned fund balance, the Superintendent is authorized to transfer funds from the General Fund to cover the deficit, providing the General Fund has the resources to do so.

E Minimum Level of Unassigned Fund Balance

The District will return any assigned fund balance of the General Fund at year end to offset the next fiscal year's tax rate for the Town.

F Annual Review

Compliance with the provisions of this policy shall be reviewed as part of the annual budget adoption process.

First reading of the Hinsdale School Board 08-10-11
Final reading of the Hinsdale School board 09-14-11
Reviewed by the Hinsdale School Board 04-11-12
Reviewed by the Hinsdale School Board 06-10-13
Reviewed by the Hinsdale School Board 06-09-14
Reviewed by the Hinsdale School Board 06-10-15
Reviewed by the Hinsdale School Board 06-14-16
Reviewed by the Hinsdale School Board 05-10-17
Reviewed by the Hinsdale School Board 05-9-18
Reviewed by Hinsdale School Board 05-08-19
Reviewed by the Hinsdale School Board 05-13-2020
Reviewed by the Hinsdale School Board 06-09-21
Reviewed by the Hinsdale School Board 06-08-2022
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DAF – ADMINISTRATION OF FEDERAL GRANT FUNDS

Commented [1]: Additional requirements for federal procurement was added under DAF-3, H 6-9, Page 12.

Category: Priority/Required by Law

NOTICE: Notwithstanding any other policy of the District, all funds awarded directly or indirectly through any Federal grant or subsidy programs shall be administered in accordance with this policy, and any administrative procedures adopted implementing this policy.

The Board accepts federal funds, which are available, provided that there is a specific need for them and that the required matching funds are available. The Board intends to administer federal grant awards efficiently, effectively and in compliance with all requirements imposed by law, the awarding agency and the New Hampshire Department of Education (NHDOE) or other applicable pass-through entity.

This policy establishes the minimum standards regarding internal controls and grant management to be used by the District in the administration of any funds received by the District through Federal grant programs as required by applicable NH and Federal laws or regulations, including without limitation, the UGG.

The Board directs the Superintendent & Business Manager to develop, monitor, and enforce effective administrative procedures and other internal controls over federal awards as necessary in order to provide reasonable assurances that the District is managing the awards in compliance with all requirements for federal grants and awards. Systems and controls must meet all requirements of federal and/or state law and regulation and shall be based on best practices.

The Superintendent is directed to assure that all individuals responsible for the administration of a federal grant or award shall be provided sufficient training to carry out their duties in accordance with all applicable requirements for the federal grant or award and this policy.

To the extent not covered by this policy, the administrative procedures and internal controls must provide for:

1. Identification of all federal funds received and expended and their program source;
2. Accurate, current, and complete disclosure of financial data in accordance with federal requirements;
3. Records sufficient to track the receipt and use of funds;
4. Effective control and accountability over assets to assure they are used only for authorized purposes; and,
5. Comparison of expenditures against budget.

DAF-1 ALLOWABILITY

The Superintendent is responsible for the efficient and effective administration of grant funds through the application of sound management practices. Such funds shall be administered in a manner consistent with all applicable Federal, State and local laws, the associated agreements/assurances, program objectives and the specific terms and conditions of the grant award.

A. Cost Principles: Except whether otherwise authorized by statute, costs shall meet the following general criteria in order to be allowable under Federal awards:

1. Be “necessary” and “reasonable” for proper and efficient performance and administration of the Federal award and be allocable thereto under these principles.
 - a. To determine whether a cost is “reasonable”, consideration shall be given to: whether a cost is a type generally recognized as ordinary and necessary for the operation of the District or the proper and efficient performance of the Federal award;
 - b. the restraints or requirements imposed by such factors as sound business practices, arm’s length bargaining, Federal, State, local, tribal and other laws and regulations;
 - c. market prices for comparable goods or services for the geographic area;
 - d. whether the individuals concerned acted with prudence in the circumstances considering their responsibilities; and
 - e. whether the cost represents any significant deviation from the established practices or Board policy which may increase the expense. While Federal regulations do not provide specific descriptions of what satisfied the “necessary” element beyond its inclusion in the reasonableness analysis above, whether a cost is necessary is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the District can demonstrate that the cost addresses an existing need and can prove it.
2. When determining whether a cost is “necessary”, consideration may be given to whether:
 - a. the cost is needed for the proper and efficient performance of the grant program;
 - b. the cost is identified in the approved budget or application;
 - c. there is an educational benefit associated with the cost;
 - d. the cost aligns with identified needs based on results and findings from a needs assessment; and/or
 - e. the cost addresses program goals and objectives and is based on program data.
3. A cost is allocable to the Federal award if the goods or services involved are chargeable or assignable to the Federal award in accordance with the relative benefit received.
4. Conform to any limitations or exclusions set forth as cost principles in Part 200 or in the terms and conditions of the Federal award..
5. Be consistent with policies and procedures that apply uniformly to both Federally financed and other activities of the District.
6. Be afforded consistent treatment. A cost cannot be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like

circumstances has been assigned as an indirect cost under another award.

7. Be determined in accordance with generally accepted accounting principles.
8. Be representative of actual cost, net of all applicable credits or offsets. The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items allocable to the Federal award. Typical examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to/or received by the State relate to the Federal award, they shall be credited to the Federal award, either as a cost reduction or a cash refund, as appropriate.
9. Be not included as a match or cost-share, unless the specific Federal program authorizes Federal costs to be treated as such.
10. Be adequately documented:
 - a. in the case of personal services, the Superintendent shall implement a system for District personnel to account for time and efforts expended on grant funded programs to assure that only permissible personnel expenses are allocated;
 - b. in the case of other costs, all receipts and other invoice materials shall be retained, along with any documentation identifying the need and purpose for such expenditure if not otherwise clear.

B. Selected Items of Cost: The District shall follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E when charging these specific expenditures to a Federal grant. When applicable, District staff shall check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, State, District and program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and District personnel shall follow those rules as well.

C. Cost Compliance: The Superintendent shall require that grant program funds are expended and are accounted for consistent with the requirements of the specific program and as identified in the grant application. Compliance monitoring includes accounting for direct or indirect costs and reporting them as permitted or required by each grant.

D. Determining Whether A Cost is Direct or Indirect:

1. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. These costs may include: salaries and fringe benefits of employees working directly on a grant-funded project; purchased services contracted for performance under the grant; travel of employees working directly on a grant-funded project; materials, supplies, and equipment purchased for use on a specific grant; and infrastructure costs directly attributable to the program (such as long distance telephone calls specific to the program, etc.).

2. "Indirect costs" are those that have been incurred for a common or joint purpose benefitting more than one (1) cost objective, and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs.

These costs may include: general data processing, human resources, utility costs, maintenance, accounting, etc.

Federal education programs with supplement not supplant provisions must use a restricted indirect cost rate. In a restricted rate, indirect costs are limited to general management costs. General management costs do not include divisional administration that is limited to one (1) component of the District, the governing body of the District, compensation of the Superintendent, compensation of the chief executive officer of any component of the District, and operation of the immediate offices of these officers. The salaries of administrative and clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all the following conditions are met:

- a. Administrative or clerical services are integral to a project or activity.
- b. Individuals involved can be specifically identified with the project or activity.
- c. Such costs are explicitly included in the budget or have the prior written approval of the Federal awarding agency.

The costs are not also recovered as indirect costs.

Where a Federal program has a specific cap on the percentage of administrative costs that may be charged to a grant, that cap shall include all direct administrative charges as well as any recovered indirect charges.

Effort should be given to identify costs as direct costs whenever practical, but allocation of indirect costs may be used where not prohibited and where indirect cost allocation is approved ahead of time by NHDOE or the pass-through entity (Federal funds subject to 2 C.F.R Part 200 pertaining to determining indirect cost allocation).

E. Timely Obligation of Funds: Obligations are orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

The following are examples of when funds are determined to be "obligated" under applicable regulation of the U.S. Department of Education:

When the obligation is for:

1. Acquisition of property – on the date which the District makes a binding written commitment to acquire the property.
2. Personal services by an employee of the District – when the services are performed.
3. Personal services by a contractor who is not an employee of the District – on the date which the District makes a binding written commitment to obtain the services.
4. Public utility services – when the District received the services.
5. Travel – when the travel is taken.

6. Rental of property – when the District uses the property.
7. A pre-agreement cost that was properly approved by the Secretary under the cost principles in 2 C.F.R. Part 200, Subpart E – Cost Principles – on the first day of the project period.

F. Period of Performance: All obligations must occur on or between the beginning and ending dates of the grant project. This period of time is known as the period of performance. The period of performance is dictated by statute and will be indicated in the Grant Award Notification (“GAN”). As a general rule, State-administered Federal funds are available for obligation within the year that Congress appropriates the funds for. However, given the unique nature of educational institutions, for many Federal education grants, the period of performance is twenty-seven (27) months. This maximum period includes a fifteen (15) month period of initial availability, plus a twelve (12) month period of carry over. For direct grants, the period of performance is generally identified in the GAN.

In the case of a State-administered grant, obligations under a grant may not be made until the grant funding period begins or all necessary materials are submitted to the granting agency, whichever is later. In the case of a direct grant, obligations may begin when the grant is substantially approved, unless an agreement exists with NHDOE or the pass-through entity to reimburse for pre-approval expenses.

For both State-administered and direct grants, regardless of the period of availability, the District shall liquidate all obligations incurred under the award not later than forty-five (45) days after the end of the funding period unless an extension is authorized. Any funds not obligated within the period of performance or liquidated within the appropriate timeframe are said to lapse and shall be returned to the awarding agency. Consistently, the District shall closely monitor grant spending throughout the grant cycle.

DAF-2 CASH MANAGEMENT AND FUND CONTROL

Payment methods must be established in writing that minimize the time elapsed between the drawdown of federal funds and the disbursement of those funds. Standards for funds control and accountability must be met as required by the Uniform Guidance for advance payments and in accordance with the requirements of NHDOE or other applicable pass-through-entity.

In order to provide reasonable assurance that all assets, including Federal, State, and local funds, are safeguarded against waste, loss, unauthorized use, or misappropriation, the Superintendent shall implement internal controls in the area of cash management.

The District’s payment methods shall minimize the time elapsing between the transfer of funds from the United States Treasury or the NHDOE (pass-through entity) and disbursement by the District, regardless of whether the payment is made by electronic fund transfer, or issuance or redemption of checks, warrants, or payment by other means.

The District shall use forms and procedures required by the NHDOE, grantor agency or other pass-through entity to request payment. The District shall request grant fund payments in accordance with the provisions of the grant. Additionally, the District’s financial management systems shall meet the standards for fund control and accountability as established by the awarding agency.

The Superintendent is authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as deemed appropriate when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

When the District uses a cash advance payment method, the following standards shall apply:

- A. The timing and amount of the advance payment requested will be as close as is administratively feasible to the actual disbursement for direct program or project costs and the proportionate share of any allowable indirect costs.
- B. The District shall make timely payment to contractors in accordance with contract provisions.
- C. To the extent available, the District shall disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.
- D. The District shall account for the receipt, obligation and expenditure of funds.
- E. Advance payments shall be deposited and maintained in insured accounts whenever possible.
- F. Advance payments will be maintained in interest bearing accounts unless the following apply:
 - 1. The District receives less than \$120,000 in Federal awards per year.
 - 2. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
 - 3. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
 - 4. A foreign government or banking system prohibits or precludes interest bearing accounts.

G. Pursuant to Federal law and regulations, the District may retain interest earned in an amount up to \$500 per year for administrative costs. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System ("PMS") through an electronic medium using either Automated Clearing House ("ACH") network or a Fedwire Funds Service payment. Remittances shall include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on Federal funds.

DAF-3 PROCUREMENT

All purchases for property and services made using federal funds must be conducted in accordance with all applicable Federal, State and local laws and regulations, the Uniform Guidance, and the District's written policies and procedures.

Procurement of all supplies, materials equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, District policies, and procedures.

The Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (2 CFR 200.317-.326) for the administration and management of Federal grants and Federally-funded programs. The District shall maintain a contract administration system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall also conform to the provisions of the District's documented general purchase policy DJ.

The District avoids situations that unnecessarily restrict competition and avoids acquisition of unnecessary or duplicative items. Individuals or organizations that develop or draft specifications, requirements, statements of work, and/or invitations for bids, requests for proposals, or invitations to negotiate, are excluded from competing for such purchases. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis shall be made to lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

Contracts are awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration is given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. No contract is awarded to a contractor who is suspended or debarred from eligibility for participation in federal assistance programs or activities.

Purchasing records are sufficiently maintained to detail the history of all procurements and must include at least the rationale for the method of procurement, selection of contract type, and contractor selection or rejection; the basis for the contract price; and verification that the contractor is not suspended or debarred.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

A. Competition: All procurement transactions shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgement. In order to promote objective contractor performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements.

Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

1. unreasonable requirements on firms in order for them to qualify to do business;

2. unnecessary experience and excessive bonding requirements;
3. noncompetitive contracts to consultants that are on retainer contracts;
4. organizational conflicts of interest;
5. specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement; and/or
6. any arbitrary action in the procurement process.

Further, the District does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless (1) an applicable Federal statute expressly mandates or encourages a geographic preference; (2) the District is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

To the extent that the District uses a pre-qualified list of persons, firms or products to acquire goods and services, the pre-qualified list must include enough qualified sources as to ensure maximum open and free competition. The District allows vendors to apply for consideration to be placed on the list as requested.

B. Solicitation Language: The District shall require that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

C. Procurement Methods: The District shall utilize the following methods of procurement:

1. Micro-purchases

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$10,000. To the extent practicable, the District shall distribute micro-purchase equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if the Superintendent considers the price to be reasonable. The District maintains evidence of this reasonableness in the records of all purchases made by this method.

2. Small Purchases (Simplified Acquisition)

Small purchase procedures provide for relatively simple and informal procurement

methods for securing services, supplies, and other property that does not exceed the competitive bid threshold of \$250,000. Small purchase procedures require that price or rate quotations shall be obtained from an adequate number of qualified sources.

3. Sealed Bids

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to \$250,000 and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed \$250,000.

- a. In order for sealed bidding to be feasible, the following conditions shall be present:
 - i. a complete, adequate, and realistic specification or purchase description is available;
 - ii. two (2) or more responsible bidders are willing and able to compete effectively for the business; and
 - iii. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- b. When sealed bids are used, the following requirements apply:
 - i. Bids shall be solicited in accordance with the provisions of State law and *Policy DJE*. Bids shall be solicited from an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.
 - ii. The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.
 - iii. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.
 - iv. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.
 - v. The Board reserves the right to reject any and all bids for sound documented reason.
 - vi. Bid protests shall be handled pursuant to the process set forth in DAF-3.1.

4. Competitive Proposals

Procurement by competitive proposal, normally conducted with more than one sources submitting an offer, is generally used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method.

If this method is used, the following requirements apply:

- a. Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals shall be considered to the maximum extent practical.
- b. Proposals shall be solicited from an adequate number of sources.
- c. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.
- d. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

5. Noncompetitive Proposals

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- a. the item is available only for a single source;
- b. the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- c. the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; and,
- d. after solicitation of a number of sources, competition is determined to be inadequate.

D. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms: The District must take necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

E. Contract/Price Analysis: The District shall perform a cost or price analysis in connection with every procurement action in excess of \$250,000 (i.e., the Simplified Acquisition/Small Purchase limit), including contract modifications. (See 2 CFR 200.323(a)). A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the District shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

F. Time and Materials Contracts: The District shall use a time and materials type contract only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the District is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiently. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls, and otherwise performs in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

G. Suspension and Disbarment: The District will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as (1) contractor integrity; (2) compliance with public policy; (3) record of past performance/ and (4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The District is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180.

Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so

excluded is suspended. (See 2 CFR Part 180 Subpart G).

Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (See 2 CFR Part 180 Subpart H).

The District shall not subcontract with or award sub-grants to any person or company who is debarred or suspended. For contracts over \$25,000 the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management ("SAM"), which maintains a list of such debarred or suspended vendors at www.sam.gov (which replaced the former Excluded Parties List System or EPLS); or collecting a certification from the vendor. (See 2 CFR Part 180 Sub part C).

Documentation that debarment/suspension was queried must be retained for each covered transaction as part of the documentation required under DAF-3, paragraph J. This documentation should include the date(s) queried and copy(ies) of the SAM result report/screenshot, or a copy of the or certification from the vendor. It should be attached to the payment backup and retained for future audit review.

H. Additional Requirements for Procurement Contracts Using Federal Funds:

1. For any contract using Federal funds under which the contract amount exceeds the upper limit for Simplified Acquisition/Small Purchases (see DAF-3.C.2), the contract must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties. (See 2 CFR 200, Appendix II(A)).
2. For any contract using Federal funds under which the contract amount exceeds \$10,000, it must address the District's authority to terminate the contract for cause and for convenience, including the manner by which termination will be effected and the basis for settlement. (See 2 CFR 200, Appendix II(B)).
3. For any contract using Federal funds under which the contract amount exceeds \$150,000, the contract must include clauses addressing the Clean Air Act and the Federal Water Pollution Control Act. (See 2 CFR 200, Appendix II(G)).
4. For any contract using Federal funds under which the contract exceeds \$100,000, the contract must include an anti-lobbying clause, and require bidders to submit Anti Lobbying Certification as required under 2 CFR 200, Appendix II (J).
5. For each contract using Federal funds and for which there is no price competition, and for each Federal fund contract in which a cost analysis is performed, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of the contractor's past performance, and industry profit rates in the surrounding geographical area for similar work. (See 2 CFR 200.323(b)).
6. **"Domestic Preference" Requirement:** The District must provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, to the greatest extent practicable. This requirement applies whether the District is purchasing the products directly or when the products are purchased by third parties on the District's behalf (e.g. subcontractor, food service management companies, etc.). It also generally applies to all purchases, even those below the micro-purchase

threshold, unless otherwise stipulated by the Federal awarding agency. See also additional "Buy American" provisions in DAF-4.C regarding food service procurement.

7. Huawei Ban: The District may not use Federal funds to procure, obtain, or enter into or renew a contract to procure or obtain equipment, services, or systems which substantially use telecommunications equipment or services produced by Huawei Technologies Company or ZTE Corporation, or any of their subsidiaries.
8. Construction Contracts: Davis-Bacon Act Compliance: All contracts/projects in excess of \$2,000 for the construction, alteration, or repair of public buildings or public works for which the funds are provided in whole or in part by federal funds are subject to the requirements of the Davis-Bacon Act (40 U.S.C. 3141-3148) Accordingly, such contracts and projects must adhere to the following:
 - a. Prevailing Wage Requirements:
 - i. Wage Determination. Contractors and subcontractors must pay all laborers and mechanics weekly, and at no less than the prevailing wages and fringe benefits as determined by the U.S. Department of Labor (DOL) for the locality in which the project is performed. The "Prevailing Wage determination" must be included in all applicable bid solicitations and contracts.
 - ii. Certification of Payroll Reporting. Contractors and subcontractors must submit weekly certified payroll records (Form WH-347 or equivalent) to the district official overseeing the project and/or grant (e.g., clerk of the works, project manager, etc.). Such payroll records must include employee names, classifications, hourly rates, actual hours worked, and deductions.
 - b. Worksite Postings: Contractors/subcontractors must post the Prevailing Wage Determination, as well as the Department of Labor's "Employee Rights Under the Davis-Bacon" at the job site in a visible location.
 - c. Contractor and Subcontractor Compliance.
 - i. District contracts subject to the Davis-Bacon Act must include a compliance clause requiring contractor and subcontractor adherence to prevailing wage standards and the additional requirements of the Davis-Bacon Act and this policy section.
 - ii. Contractors must ensure that their subcontractors also comply with the requirements of the Davis-Bacon Act.
 - d. Enforcement and Non-compliance.
 - i. The district official overseeing the project and/or grant (e.g., clerk of the works, project manager, etc.) shall be responsible for monitoring contractor adherence to the Davis-Bacon Act.
9. Any suspected violations must be reported to the Business Administrator and may be referred to the U.S. Department of Labor Wage and Hour Division for further investigation.

I. Bid Protest: The District maintains the following protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures

prescribed by the Request For Proposals (RFPs) or the individual bid specifications package, for resolution. Bid protests shall be filed in writing with the Superintendent within seventy two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

J. Maintenance of Procurement Records: The District shall maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and records regarding disbarment/suspension queries or actions. Such records shall be retained consistent with District policy EHB and District Administrative Procedures EHB-R.

DAF-4 PROCUREMENT – ADDITIONAL PROVISIONS PERTINENT TO FOOD SERVICE PROGRAM

The following provisions shall be included in all cost reimbursable contracts for food services purchases, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts: (7 CFR Sec. 210.21, 215.14a, 220.16)

A. Mandatory Contract Clauses: The following provisions shall be included in all cost reimbursable contracts for food services purchases, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

1. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
2. The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
3. The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
4. The contractor's determination of its allowable costs must be made in compliance with the applicable departmental and program regulations and Office of Management

- and Budget cost circulars;
5. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the state agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
 6. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
 7. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the state agency, or the department.

B. Contracts with Food Service Management Companies: Procedures for selecting and contracting with a food service management company shall comply with guidance provided by the NHDOE, including standard forms, procedures and timelines for solicitation, selection and approval of proposals and contracts.

DAF-5 CONFLICT OF INTEREST AND MANDATORY DISCLOSURES

The District complies with the requirements of State law and the Uniform Guidance for conflicts of interest and mandatory disclosures for all procurements with federal funds. No employee, board member or other District officer, or agent in the selection, award or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict - or apparent conflict - of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of those parties indicated herein, (collectively a "covered individual:") has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

Additionally, no employee, board member or other District officer, or agent may solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontractors. This prohibition, however, shall not apply to gratuities of de minimus value, which, for purposes of the policy, are individual gifts, favors, or other items of monetary value, worth \$50 or less and which have no bearing on the selection, award, or administration of a federal award.

Each covered individual who is engaged in the selection, award, or administration of a contract supported by a federal grant or award and who has a potential conflict of interest must disclose that conflict in writing to the Superintendent, who, in turn, shall disclose in writing any such potential conflict of interest to the NHDOE or other applicable pass-through entity.

Employees who violate this provision are subject to disciplinary consequences up to and including dismissal. Agents or contractors acting on behalf of the district are subject to contract termination. School board members or other district officers are subject to such

actions as are within the authority of the school board or district. Violations will also be reported to law enforcement in appropriate circumstances.

The Superintendent shall timely disclose in writing to NHDOE or other applicable pass-through-entity, and the federal awarding agency whenever the superintendent has credible evidence of the commission violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The notice to the Federal awarding agency shall be directed to that agency's Office of the Inspector General. The Superintendent shall fully address any such violations promptly and notify the Board with such information as is appropriate under the circumstances (e.g., taking into account applicable disciplinary processes).

DAF-6 INVENTORY MANAGEMENT - EQUIPMENT AND SUPPLIES PURCHASED WITH FEDERAL FUNDS

Equipment and supplies acquired ("property" as used in this policy DAF-6) with federal funds will be used, managed, and disposed of in accordance with applicable state and federal requirements. Property records and inventory systems shall be sufficiently maintained to account for and track equipment that has been acquired with federal funds. In furtherance thereof, the following minimum standards and controls shall apply to any equipment or pilferable items acquired in whole or in part under a Federal award until such property is disposed in accordance with applicable laws, regulations and Board policies:

A. "Equipment" and "Pilferable Items" Defined: For purposes of this policy, "equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of \$5,000, or the capitalization level established by the District for financial statement purposes. "Pilferable items" are those items, *regardless of cost*, which may be easily lost or stolen, such as cell phones, tablets, graphing calculators, software, projectors, cameras and other video equipment, computer equipment and televisions.

B. Records: The *Superintendent* shall maintain records that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.

C. Inventory: No less than once every two years, the *Superintendent* shall cause a physical inventory of all equipment and pilferable items must be taken and the results reconciled with the property records at least once every two years. Except as otherwise provided in this policy *DAF*, inventories shall be conducted consistent with Board Policy *DID*.

D. Control, Maintenance and Disposition: The Superintendent shall develop administrative procedures relative to property procured in whole or in part with Federal funds to:

1. prevent loss, damage, or theft of the property; Any loss, damage, or theft must be investigated;
2. to maintain the property and keep it in good condition; and
3. to ensure the highest possible return through proper sales procedures, in those instances where the District is authorized to sell the property.

DAF-7 TRAVEL REIMBURSEMENT – FEDERAL FUNDS

The Board shall reimburse administrative, professional and support employees, and school officials, for travel costs incurred in the course of performing services related to official business as a federal grant recipient. For purposes of this policy, "travel costs" shall mean the expenses for transportation, lodging, subsistence, and related items incurred by employees and school officials who are in travel status on official business as a federal grant recipient.

School officials and district employees shall comply with applicable Board policies and administrative regulations established for reimbursement of travel and other expenses.

The validity of payments for travel costs for all district employees and school officials shall be determined by the Superintendent.

Travel costs shall be reimbursed on a mileage basis for travel using an employee's personal vehicle and on an actual cost basis for meals, lodging and other allowable expenses, consistent with those normally allowed in like circumstances in the district's non-federally funded activities, and in accordance with the district's travel reimbursement policies and administrative regulations.

Mileage reimbursements shall be at the rate approved by the Board or Board policy for other district travel reimbursements. Actual costs for meals, lodging and other allowable expenses shall be reimbursed only to the extent they are reasonable and do not exceed the per diem limits established by Board policy, or, in the absence of such policy, the federal General Services Administration for federal employees for locale where incurred.

All travel costs must be presented with an itemized, verified statement prior to reimbursement.

In addition, for any costs that are charged directly to the federal award, the *Superintendent* shall maintain sufficient records to justify that:

- A. Participation of the individual is necessary to the federal award.
- B. The costs are reasonable and consistent with Board policy.

DAF-8 ACCOUNTABILITY AND CERTIFICATIONS

All fiscal transactions must be approved by the *Superintendent* who can attest that the expenditure is allowable and approved under the federal program. The *Superintendent* submits all required certifications.

DAF-9 TIME-EFFORT REPORTING / OVERSIGHT

The Superintendent will establish sufficient oversight of the operations of federally supported

activities to assure compliance with applicable federal requirements and to ensure that program objectives established by the awarding agency are being achieved. The District will submit all reports as required by federal or state authorities.

As a recipient of Federal funds, the District shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Section 200.430 of the Code of Federal Regulations requires certification of effort to document salary expenses charged directly or indirectly against Federally-sponsored projects. This process is intended to verify the compensation for employment services, including salaries and wages, is allocable and properly expended, and that any variances from the budget are reconciled.

A. **Compensation:** Compensation for employment services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the Federal award, including but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits, which are addressed in 2 CFR 200.431 Compensation – fringe benefits. Costs of compensation are allowable to the extent that they satisfy the specific requirements of these regulations, and that the total compensation for individual employees:

1. is reasonable for the services rendered, conforms to the District's established written policy, and is consistently applied to both Federal and non-Federal activities; and 2. follows an appointment made in accordance with the District's written policies and meets the requirements of Federal statute, where applicable.

B. Time and Effort Reports:

1. Time and effort reports - general standards. Such reports shall:
 - a. be supported by a system of internal controls which provide reasonable assurance that the charges are accurate, allowable, and properly allocated;
 - b. be incorporated into the official records of the District;
 - c. reasonably reflect the total activity for which the employee is compensated by the District, not exceeding 100% of the compensated activities;
 - d. encompass both Federally assisted and other activities compensated by the District on an integrated basis;
 - e. comply with the District's established accounting policies and practices;
 - f. support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) Federal award, a Federal award and non-Federal award, an indirect cost activity and a direct cost activity, two (2) or more indirect activities which are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity.
2. Individual employee time and effort reporting. Timesheets and required periodic certifications shall include at a minimum:
 - a. Employee name;
 - b. Grant information;
 - c. Time spent on grant;
 - d. Period of performance;

- e. Signature of employee, and dated after period of performance;
- f. Signature of employee's supervisor who has direct knowledge of the work performed, and dated after period of performance, and
- g. Certifying statement that information is true (can be placed above signatures).

DAF-10 GRANT BUDGET RECONCILIATION

Budget estimates are not used as support for charges to Federal awards. However, the District may use budget estimates for interim accounting purposes. The system used by the District to establish budget estimates produces reasonable approximations of the activity actually performed. Any significant changes in the corresponding work activity are identified by the District and entered into the District's records in a timely manner.

The District's internal controls include a process to review after-the-fact interim charges made to a Federal award based on budget estimates and ensure that all necessary adjustments are made so that the final amount charged to the Federal award is accurate, allowable, and properly allocated.

DAF-11 SUBRECIPIENT MONITORING AND MANAGEMENT

When entering agreements involving the expenditure or disbursements of federal grant funds, the District shall determine whether the recipient of such federal funds is a "contractor" or "sub recipient", as those terms are defined in 2 CFR §200.23 and §200.93, respectively. See also guidance at 2 CFR §200.330 "Sub recipient and contractor determinations". Generally, "sub recipients" are instrumental in implementing the applicable work program whereas a "contractor" provides goods and services for the District's own use. Contractors will be subject to the District's procurement and purchasing policies (e.g., DAF-3 relative to federal grant funds, DJE relative to bidding requirements for non-federal money projects, etc.). Sub-recipients are subject to this Policy.

Under the UGG, the District is considered a "pass-through entity" in relation to its sub recipients, and as such requires that sub recipients comply with applicable terms and conditions (flow-down provisions). All sub recipients of Federal or State funds received through the District are subject to the same Federal and State statutes, regulations, and award terms and conditions as the District.

A. Sub-award Contents and Communication.

In the execution of every sub-award, the District will communicate the following information to the sub recipient and include the same information in the sub-award agreement.

1. Every sub-award will be clearly identified and include the following Federal award identification:
 - a. Sub recipient name
 - b. Sub recipient's unique ID number (DUNS)
 - c. Federal Award ID Number (FAIN)

- d. Federal award date
 - e. Period of performance start and end date
 - f. Amount of federal funds obligated
 - g. Amount of federal funds obligated to the sub recipient
 - h. Total amount of the Federal award
 - i. Total approved cost sharing or match required where applicable
 - j. Project description responsive to FFATA
 - k. Name of Federal awarding agency, pass through entity and contact information
 - l. CFDA number and name
 - m. Identification of the award is R&D
 - n. Indirect cost rate for the Federal award
2. Requirements imposed by the District including statutes, regulations, and the terms and conditions of the Federal award.
 3. Any additional requirements the District deems necessary for financial or performance reporting of sub recipients as necessary.
 4. An approved indirect cost rate negotiated between sub recipient and the Federal government or between the pass-through entity and sub recipient.
 5. Requirements that the District and its auditors have access to the sub recipient records and financial statements.
 6. Terms and conditions for closeout of the sub-award.

B. Sub recipient Monitoring Procedures.

The Superintendent is responsible for having all the District project managers monitor sub recipients. The District will monitor the activities of the sub recipient to ensure the sub-award is used for authorized purposes. The frequency of monitoring review will be specified in the sub-award and conducted concurrently with all invoice submission.

Sub recipient monitoring procedures include:

1. At the time of proposal, assess the potential of the sub recipient for programmatic, financial, and administrative suitability.
2. Evaluate each sub recipient's risk of noncompliance prior to executing a sub-award. In doing so, the District will assess the sub recipient's:
 - a. Prior experience with the same or similar sub-awards.
 - b. Results of previous audits and single audit (if applicable).
 - c. New personnel or new or substantially changed systems.
 - d. The extent and results of Federal awarding agency monitoring.
3. Confirm the statement of work and review any non-standard terms and conditions of the sub-award during the negotiation process.

4. Monitor financial and programmatic progress and ability of the sub recipient to meet objectives of the sub-award. To facilitate this review, sub recipients are required to submit sufficient invoice detail and a progress report. The District project managers will encourage sub recipients to submit regular invoices.
 5. Invoices and progress reports will be date stamped upon receipt if received in hard copy. A record of the date of receipt will be maintained for those invoices sent electronically.
 6. In conducting regular oversight and monitoring, the District project managers will:
 - a. Verify invoices that include progress reports.
 - b. Raise any concerns to the superintendent.
 - c. Initial the progress report and invoice confirming review and approval prior to payment.
 - d. Review subrecipient match tasks for eligibility.
 - e. Obtain report, certification and supporting documentation of local (non-federal)/in-kind match work from the sub recipient.
 - f. Review invoice to ensure supporting documentation is included and invoices costs are within the scope of work for the projects being invoiced.
 - g. Compare invoice to agreement budget to ensure eligibility of costs and that costs do not exceed budget.
 - h. Review progress reports to ensure project is progressing appropriately and on schedule.
 7. The Business Administrator, upon recommendation from the project's manager, will approve the invoice payment and will initial invoices confirming review and approval prior to payment.
 8. Payments will be withheld from sub recipients for the following reasons:
 - a. Insufficient detail to support the costs billed;
 - b. Unallowable costs;
 - c. Ineligible costs; and/or
 - d. Incomplete work or work not completed in accordance with required specifications.
 9. Verify every sub recipient is audited in accordance with 2 CFR §200 Subpart F – Audit Requirements.
- C. **Sub recipient Project Files.** Sub recipient project files will contain, at a minimum, the following:
- a. Project proposal;
 - b. Project scope;
 - c. Progress reports;
 - d. Interim and final products; and
 - e. Copies of other applicable project documents as required, such as copies of contracts or MOUs.

D. Audit Requirements. A Single Audit is required when a subrecipient expends \$1,000,000 or more in federal awards during the fiscal year.

All sub recipients are required to annually submit their audit and Single Audit report to the District for review to ensure the sub recipient has complied with good accounting practices and federal regulations. If a deficiency is identified, the District will:

1. Issue a management decision on audit findings pertaining to the Federal award.
2. Consider whether the results of audits or reviews indicate conditions that necessitate adjustments to pass through entity's own records.

E. Methodology for Resolving Findings.

The District will work with sub recipients to resolve any findings and deficiencies. To do so, the District may follow up on deficiencies identified through on-site reviews, provision of basic technical assistance, and other means of assistance as appropriate.

The District will only consider taking enforcement action against non-compliant sub recipients in accordance with 2 CFR 200.339 when noncompliance cannot be remedied. Enforcement may include taking any of the following actions as appropriate:

- a. Temporarily withhold cash payments pending correction of the deficiency;
- b. Disallow all or part of the cost of the activity or action not in compliance;
- c. Wholly or partly suspend or terminate the sub-award;
- d. Initiate suspension or debarment proceedings;
- e. Withhold further Federal awards for the project or program; and/or
- f. Take other remedies that may be legally available.

DAF-12 REPORTING ON REAL PROPERTY

The District will annually submit reports on forms provided by the New Hampshire Department of Education (NHED) and in accordance with the Rules or procedures of NHED of any real property in which the Federal Government retains an interest.

DAF-13 WHISTLEBLOWER PROTECTIONS: NOTIFICATION, RIGHTS & REMEDIES

In accordance with the Federal Uniform Grant Guidance, the District is committed to maintaining the highest standards of integrity and transparency in its operations. This policy encourages and protects employees, contractors, and other stakeholders who report, in good faith, any instance of fraud, waste, abuse, or any other misconduct related to federally funded programs. The District will not retaliate against any individual who, in good faith, reports concerns related to financial irregularities, fraud, or any violation of law or policy involving federally funded programs. Retaliation against a whistleblower may result in disciplinary action, up to and including termination.

The Superintendent shall ensure that all employees and contractors are notified in writing of their whistleblower rights and remedies under 41 U.S.C. § 4712, including the protection against retaliation for reporting misconduct.

Methods of notification may include:

- Employee handbooks, training materials, and/or other onboarding resources;
- Contracts with employees and or third party contractors;
- Periodically distributed to all employees via email or other communication channels; or
- Displayed prominently in the District's internal communication platforms and in common areas of the workplace.

Individuals may report suspected violations through the following methods:

- Directly to the Superintendent or Business Administrator, via email or in writing.
- Reporting directly to Office of Inspector General for the Federal awarding agency.

District Policy History:

First reading: December 12, 2018

Second reading/adopted: January 9, 2019

Reaffirmed:

June 8, 2022

June 13, 2023

May 8, 2024

May 14, 2025

District Revision History:

First Reading of the Hinsdale School Board 08-14-2024

Final Reading of the Hinsdale School Board 09-11-2024

Legal References:

*15 U.S.C. §§ 6501-6506 * Children's Online Privacy Protection Act (COPPA)*

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

*20 U.S.C. § 1232h * Protection of Pupil Rights Amendment (PPRA)*

*20 U.S.C. § 1400-1417 * Individuals with Disabilities Education Act (IDEA)*

*20 U.S.C. § 7926 * Elementary and Secondary Education Act (ESSA)*

*RSA 189:65 * Definitions*

*RSA 186:66 * Data Inventory and Policies Publication*
*RSA 189:67 * Limits on Disclosure of Information*
*RSA 189:68 * Student Privacy*
*RSA 189:68-a * Student Online Personal Information*
*RSA 359-C:19-21 * Right to Privacy/Notice of Security Breach*

DFA - INVESTMENT

Category Priority-The subject matter of these policies is required by state and or federal law.

The School Board authorizes the School District Treasurer, working in conjunction with the Superintendent and his/her designee and pursuant to RSA 197:23-a, to invest the funds of the District subject to the following objectives and standards of care.

OBJECTIVES

The three objectives of investment activities shall be safety, liquidity, and yield.

1. Safety of principal is the foremost objective in this policy. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital by mitigating credit and interest rate risk. This will be accomplished by limiting the type of the investments and institutions to those stipulated by statute and fully covered by FDIC insurance or collateral approved pursuant to applicable law.
2. Liquidity of the investment portfolio shall remain sufficient to meet all operating requirements that may be reasonably anticipated.
3. Yield. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

STANDARDS OF CARE

1. Prudence. The standard of prudence to be used by the District Treasurer and Superintendent, or his/her designee involved in the investment process, shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. They are directed to use the GFOA* Recommended Practices and Policy Statements Related to Cash Management as a guide to the prudent investment of public funds.
2. Ethics and conflicts of interest. The School District Treasurer and Superintendent, or his/her designee involved in the investment process, shall refrain from personal business activity that could conflict with the proper execution and management of the investment program or that could impair their ability to make impartial decisions. Employees and Investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial institutions with which they conduct business. They shall also disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officials shall subordinate their personal investment transactions to those of the School District, particularly with regard to the timing of purchases and sales.

3. Internal Controls. The District Treasurer and Superintendent or his/her designee shall establish a system of internal controls which shall be documented in writing. The internal controls shall be reviewed periodically by the School Board and an independent auditor.

The Board will periodically review the investment policy.

Legal References:

RSA 197:23-a, Treasurer's Duties

RSA 383:22, Public Deposit Investment Pool

Appendix: DFA-R

Revised: February 2008

Revised: July 1998, November 1999, March 2004

First reading of the Hinsdale School Board 08-10-11

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Reviewed by the Hinsdale School Board 04-11-12

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Reviewed by the Hinsdale School Board 05-10-17

Reviewed by the Hinsdale School Board 05-9-18

Reviewed by the Hinsdale School Board 05-08-19

Reviewed by the Hinsdale School Board 05-13-2020

Reviewed by the Hinsdale School Board 06-09-21

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Reviewed by the Hinsdale School Board 06-13-2023

Reviewed by the Hinsdale School Board 05-08-2024

Reviewed by the Hinsdale School Board 05-14-2025

EHAB - DATA GOVERNANCE AND SECURITY

Category Priority-The subject matter of these policies is required by state and or federal law.

Related Policies EHAA, EHB, GBEED, GBEF, IHBH, JICJ, JICL, JICM, KD, & KDC

To accomplish the District's mission and comply with the law, the District must collect, create and store information. Accurately maintaining and protecting this data is important for efficient District operations, compliance with laws mandating confidentiality, and maintaining the trust of the District's stakeholders. All persons who have access to District data are required to follow state and federal law, District policies and procedures, and other rules created to protect the information.

The provisions of this policy shall supersede and take precedence over any contrary provisions of any other policy adopted prior to the date of this policy.

A. Definitions

Confidential Data/Information – Information that the District is prohibited by law, policy or contract from disclosing or that the District may disclose only in limited circumstances. Confidential data includes, but is not limited to, personally identifiable information (i.e., “PII”) regarding students and employees.

Critical Data/Information – Information that is determined to be essential to District operations and that must be accurately and securely maintained to avoid disruption to District operations. Critical data is not necessarily confidential.

Cybersecurity Incident – an occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information processes, stores, or transmits, if that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.

B. Data and Privacy Governance Plan - Administrative Procedures.

1. Data Governance Plan. The Superintendent, in consultation with the District Information Security Officer ("ISO") (see paragraph C, below) shall create a Data and Privacy Governance Plan ("Data Governance Plan"), to be presented to the Board no later than June 30, 2019. Thereafter, the Superintendent, in consultation with the ISO, shall update the Data Governance Plan for presentation to the Board no later than June 30 each year.

The Data Governance Plan shall include:

- (a) An inventory of all software applications, digital tools, and extensions. The inventory shall include users of the applications, the provider, purpose, publisher, privacy statement, and terms of use;
- (b) A review of all software applications, digital tools, and extensions and an assurance that they meet or exceed minimum standards set by the New Hampshire Department of Education;

- (c) Policies and procedures for access to data and protection of privacy for students and staff including acceptable use policy for applications, digital tools, and extensions used on District hardware, server(s) or through the District network(s);
- (d) A response plan for any breach of information; and
- (e) A requirement for a service provider to meet or exceed standards for data protection and privacy.
- (f) A provision that students participating in career exploration or career technical education may, **with written parental consent**, register for technology platforms and services to be used as part of the student's approved program of study, which require the provision of personally identifiable information. Copies of written parental consent shall be retained as part of a student's educational record.

The Data Governance Plan shall include standards and provisions that meet or exceed the standards set forth in the N.H. Dept. of Education's *Minimum Standards for Privacy and Security of Student and Employee Data*.

2. Policies and Administrative Procedures. The Superintendent, in consultation with the ISO, is directed to review, modify and recommend (policies) create (administrative procedures), where necessary, relative to collecting, securing, and correctly disposing of District data (including, but not limited to Confidential and Critical Data/Information, and as otherwise necessary to implement this policy and the Data Governance Plan. Such policies and/or procedures will may or may not be included in the annual Data Governance Plan.

C. Information Security Officer.

The Director of Technology is hereby designated as the District's Information Security Officer (ISO) and reports directly to the Superintendent or designee. The ISO is responsible for implementing and enforcing the District's security policies and administrative procedures applicable to digital and other electronic data, and suggesting changes to these policies, the Data Governance Plan, and procedures to better protect the confidentiality and security of District data. The ISO will work with the both District and building level administrators and Data managers (paragraph E, below) to advocate for resources, including training, to best secure the District's data.

The Network Administrator is the District's alternate ISO and will assume the responsibilities of the ISO when the ISO is not available.

D. Responsibility and Data Stewardship.

All District employees, volunteers and agents are responsible for accurately collecting, maintaining and securing District data including, but not limited to, Confidential and/or Critical Data/Information.

E. Data Managers.

All District administrators are data managers for all data collected, maintained, used and disseminated under their supervision as well as data they have been assigned to manage in the District's data

inventory. Data managers will monitor employee access to the information to ensure that confidential information is accessed only by employees who need the information to provide services to the District and that confidential and critical information is modified only by authorized employees. Data managers will assist the ISO in enforcing District policies and procedures regarding data management.

F. Confidential and Critical Information.

The District will collect, create or store confidential information only when the Superintendent or designee determines it is necessary, and in accordance with applicable law. The District will provide access to confidential information to appropriately trained District employees and volunteers only when the District determines that such access is necessary for the performance of their duties. The District will disclose confidential information only to authorized District contractors or agents who need access to the information to provide services to the District and who agree not to disclose the information to any other party except as allowed by law and authorized by the District.

District employees, contractors and agents will notify the ISO or designee immediately if there is reason to believe confidential information has been disclosed to an unauthorized person or any information has been compromised, whether intentionally or otherwise. The ISO or designee will investigate immediately and take any action necessary to secure the information, issue all required legal notices and prevent future incidents. When necessary, the Superintendent, ISO or designee is authorized to secure resources to assist the District in promptly and appropriately addressing a security breach.

Likewise, the District will take steps to ensure that critical information is secure and is not inappropriately altered, deleted, destroyed or rendered inaccessible. Access to critical information will only be provided to authorized individuals in a manner that keeps the information secure.

All District staff, volunteers, contractors and agents who are granted access to critical or confidential information/data are required to keep the information secure and are prohibited from disclosing or assisting in the unauthorized disclosure of such confidential or critical data/information. All individuals using confidential and critical data/information will strictly observe all administrative procedures, policies and other protections put into place by the District including, but not limited to, maintaining information in locked rooms or drawers, limiting access to electronic files, updating and maintaining the confidentiality of password protections, encrypting and redacting information, and disposing of information no longer needed in a confidential and secure manner.

G. Using Online Services and Applications.

District staff members are encouraged to research and utilize online services or applications to engage students and further the District's education mission. District employees, however, are prohibited from installing or using applications, programs or other software, or online system/website, that either stores, collects or shares confidential or critical data/information, until the ISO approves the vendor and the software or service used. Before approving the use or purchase of any such software or online service, the ISO or designee shall verify that it meets the requirements of the law, Board policy, and the Data Governance Plan, and that it appropriately protects confidential and critical data/information. This prior approval is also required whether or not the software or online service is obtained or used without charge.

Notwithstanding the prohibition on the use of applications, etc. that store, collect or share personally identifiable information concerning a student ("PII"), students participating in career exploration or career technical education may, **with written parental consent**, register for technology platforms and services to be used as part of the student's approved program of study, even if said platforms and services require the collection, storage and sharing of the student's PII. Use of these platforms and services is subject to the conditions set forth in B.1(f), above, and related provisions of the Data Governance Plan. The written parental consent forms shall be retained as student records.

H. Training.

The ISO will provide appropriate training to employees who have access to confidential or critical information to prevent unauthorized disclosures or breaches in security. All school employees will receive annual training in the confidentiality of student records, and the requirements of this policy and related procedures and rules.

I. Data Retention and Deletion.

The ISO or designee shall establish a retention schedule for the regular archiving and deletion of data stored on District technology resources. The retention schedule should comply with, and be incorporated into the data/record retention schedule established under Policy EHB and administrative procedure EHB-R, including but not limited to, provisions relating to Litigation and Right to Know holds as described in Policy EHB.

J. Consequences

Employees who fail to follow the law or District policies or procedures regarding data governance and security (including failing to report) may be disciplined, up to and including termination. Volunteers may be excluded from providing services to the District. The District will end business relationships with any contractor who fails to follow the law, District policies or procedures, or the confidentiality provisions of any contract. In addition, the District reserves the right to seek all other legal remedies, including criminal and civil action and seeking discipline of an employee's teaching certificate.

The District may suspend all access to data or use of District technology resources pending an investigation. Violations may result in temporary, long-term or permanent suspension of user privileges. The District will cooperate with law enforcement in investigating any unlawful actions. The Superintendent or designee has the authority to sign any criminal complaint on behalf of the District.

Any attempted violation of District policies, procedures or other rules will result in the same consequences, regardless of the success of the attempt.

District Policy History:

First reading: December 12, 2018

Second reading/adopted: January 9, 2019

Revised 2024

Reaffirmed:

June 8, 2022

June 13, 2023

May 8, 2024

District Revision History:

First Reading of the Hinsdale School Board 08-14-2024

Final Reading of the Hinsdale School Board 09-11-2024

Reviewed by the Hinsdale School Board 05-14-2025

Legal References:

*15 U.S.C. §§ 6501-6506 * Children's Online Privacy Protection Act (COPPA)*

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

*20 U.S.C. § 1232h * Protection of Pupil Rights Amendment (PPRA)*

*20 U.S.C. § 1400-1417 * Individuals with Disabilities Education Act (IDEA)*

*20 U.S.C. § 7926 * Elementary and Secondary Education Act (ESSA)*

*RSA 189:65 * Definitions*

*RSA 186:66 * Data Inventory and Policies Publication*

*RSA 189:67 * Limits on Disclosure of Information*

*RSA 189:68 * Student Privacy*

*RSA 189:68-a * Student Online Personal Information*

*RSA 359-C:19-21 * Right to Privacy/Notice of Security Breach*



EDUCATIONAL
TOURS

Global Travel Program Proposal



Your partner in travel-based learning

Our mission

We're educators, just like you. And we're dedicated to helping students become more future ready.

EF stands for Education First. For almost 60 years, we've worked in service of our mission, *Opening the World Through Education*, to help learners of all ages overcome barriers of culture, language, and geography to increase global understanding. We partner with educators to provide innovative, immersive programs that prepare students to succeed in college, in their careers, and throughout their adult lives. Here's how we'll collaborate with your school to create meaningful learning experiences.

What's in this document

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- pg. 5 Building equitable travel programs
- pg. 6 Managing cost & payments
- pg. 7 Safety
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This proposal is property of EF Education First and the educator/school for which it was intended. Distributing, copying, and/or sharing it are prohibited. The proposal, including pricing, is valid for the educator, tour, and date(s) specifically mentioned herein. For additions, subtractions, or modifications, please contact your EF Tour Consultant.

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Learning outcomes

It's our goal to put "education first" in every single tour. That's why we carefully design our itineraries to complement your teaching, offering students hands-on experiences that deepen their understanding, build essential skills, and inspire them to apply their learning in meaningful ways.

Our method

We enhance what you teach with relevant experiences outside the classroom.

Our proven travel-based learning method safely takes students out of their comfort zones and helps them understand more about themselves and the world around them. It sparks a true journey of self-discovery, empowering them to take action and make a positive impact in their communities and beyond.

Our programs

We design every EF program with a curriculum of immersive, hands-on learning that builds essential skills.

EF learning journeys offer incredible growth opportunities. Through professionally guided travel, authentic cultural exchange, experiential learning, and independent discovery, students develop critical skills they'll carry with them through the rest of their lives.



Learning outcomes

Continued

EF students build essential skills in these key growth areas:

Cultural awareness

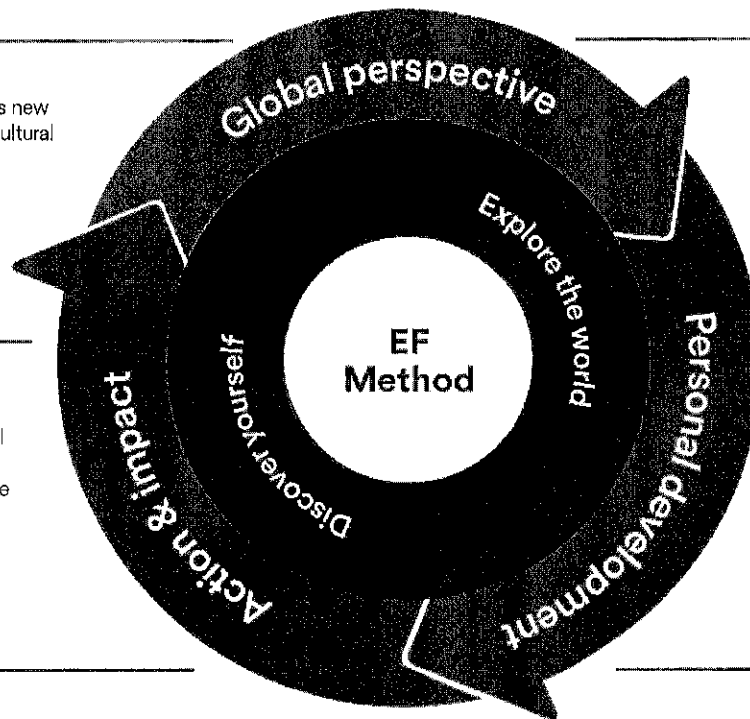
Changing your context creates new experiences that build cross-cultural knowledge and skills

Collaboration

You develop the interpersonal skills to flourish in multicultural teams: to find new and better solutions, take action, and have real impact

Communication

You connect with others more deeply by listening, empathizing, and appreciating—then sharing your own point of view



Growth mindset

Broadening your worldview helps you become more curious, open, and adaptable; you embrace becoming a lifelong learner

Self-awareness

Connecting with others in meaningful ways reflects your own biases and beliefs back to you, leading to a change of mindset

Agency

Knowing yourself helps you decide who you want to be and the mark you want to make—and enables you to become a better advocate for your dreams

Academic credit & professional learning

We provide opportunities for students to earn academic credit and for educators to pursue professional development, supplementing their travel experiences with real-world educational achievements.

EF is an accredited institution

We echo your commitment to education. Our travel-based learning approach is designed to blend classroom and experiential learning. This allows us to meet the same rigorous standards as schools like yours, ensuring students gain valuable experiences that transform the way they look at the world.



Academic credit for students

EF makes it easy for students to turn their tour experience into high school credit, college credit, or to get a head start on their college essays, further enriching their travel experiences.

- Students in grades 6–12 can earn half an elective high school credit by successfully completing the final project that's part of EF's Personalized Learning Guide. Tuition is free.
- Students in grades 9–12 can earn 3.0 undergraduate credits, along with the confidence that comes with taking a college course, by completing a series of assignments and a final research project with our partner, Southern New Hampshire University—all for just \$360.

Professional learning for educators

We're equally invested in giving educators professional development opportunities that will change their lives. Experiencing an EF tour allows your teaching staff to grow in countless ways and equips them with fresh perspectives to bring back to their classrooms.

- Group Leaders can earn **25 professional learning hours** by participating in the seminars and scheduled activities on an EF training tour.
- Group Leaders can earn **45 professional learning hours** by completing EF's in-house course, "Cultures, Comparisons & Connections." This includes pre-tour research and coursework.
- Group Leaders can earn **3 or 6 graduate-level credits** (\$360/\$720) upon the completion of a 16-week, online course, "Leading Global Discussions," with Southern New Hampshire University the year after their tour.

To learn more about EF's educational philosophy, visit eftours.com/education

Building equitable travel programs

One tour can open up countless possibilities for a group of students. A sustainable, multi-tour travel program extends those possibilities to even more students—year after year. It also promotes greater equity by giving families time to fund travel and by offering options that cater to different interests.

A multi-tour program could include:

2025

London, Paris & Rome (Summer)

Japan: Land of the Rising Sun (Summer)

2026

Belize: Conservation from Ridge to Reef (Spring)

Greece & Italy (Summer)

Culture & Service in Thailand (Summer)

2027

Costa Rican Explorer (Spring)

Language Immersion through Spain (Summer)

Marine Conservation in the Dominican Republic (Summer)

Travel programs in your region

Here are the other districts in your region that have embraced travel-based learning opportunities. Read on to discover how you can help the students in your community access these same life-changing experiences.

Keene High School

Hollis-Brookline High School

Hillsborough-Deering High School

Goffstown High School

Managing cost & payments

We believe in the life-changing power of educational travel and want as many students as possible to be able to experience it. With flexible payment options, fundraising tools, and scholarships, we aim to make these transformative experiences more widely accessible.

Automatic Payment Plan

Our recommended payment plan allows travelers to break their tour fee into manageable installments. Since most tours are planned well in advance, travelers can enroll for only \$95 and then spread the tour cost over an extended period—often up to 18 months or two years—with the final payment due 30 days before departure. Families make payments directly to EF, with no payments going through the school.

Fundraising pages

Each student receives their own unique and customizable fundraising page. This easy-to-share page makes it simple for friends and family to contribute directly to the tour cost, with no fees

Global Citizen Scholarship Fund

Every year, EF Educational Tours awards \$100,000 in scholarships to students across the country. Any student can apply for the Global Citizen Scholarship, which is granted on both a merit and needs basis.

Risk-Free Enrollment Period

New travelers who enroll can cancel for any reason up to 7 days after enrollment for a full refund of 100% of the money paid to EF. Travelers must pay in full or enroll in our Automatic Payment Plan at the time of program enrollment and must remain either paid in full or enrolled in our Automatic Payment Plan and in good financial standing at the time of cancellation to remain eligible. To be eligible, the traveler must enroll on a tour at least 110 days prior to the scheduled departure date.



Safety

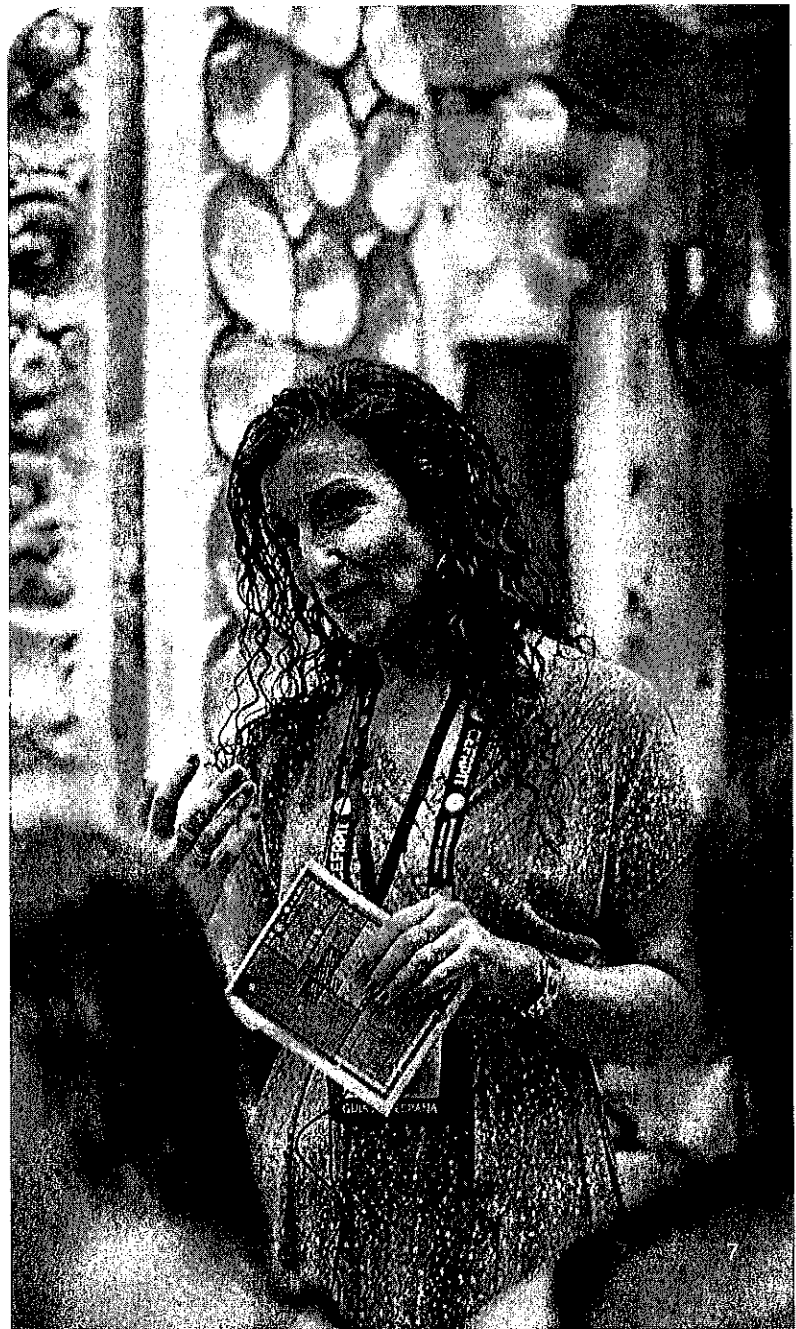
Our travelers' safety is our top priority. With an extensive global presence, industry-leading experience, and close relationships with U.S. and international authorities, that's a statement we can back up with confidence. We ensure that every situation is managed with the utmost care.

Worldwide presence

EF's global presence is truly unmatched. We have staff on the ground 365 days a year in over 50 countries around the world. And we don't just work in those countries—we call them home. Better yet, EF has team members in nearly every one of our tour destinations, providing local knowledge and ensuring the safety of our groups. This presence allows us to support travelers wherever and whenever they need us.

24/7 emergency support

In the event that anything on tour goes wrong, EF staff are always available to help. Your Tour Director serves as your group's constant companion and first point of contact in an emergency. Our fully trained support teams are also on call 24/7, ready to assist teachers with any issues and provide the necessary resources to get things back on track. Finally our Safety and Incident Response Team—comprised of industry experts, healthcare experts, and even former FBI personnel—is ready to spring into action 365 days a year.



Safety

Continued

Your school's team

These EF staff are fully committed to your school's travel program and the safety of every student.

OPERATIONS SAFETY & INCIDENT RESPONSE TEAM

This team is strategically based in our Boston, Panama, and Zurich offices to accommodate all time zones. Available 24 hours a day, every day of the year, they are trained to react quickly if travelers need help. The team uses a combination of extensive training, simulations, incident response planning, and experience to manage emergencies. They also facilitate additional support for groups on tour, solve operational issues, arrange assistance from outside specialists, and liaise with local and international authorities as needed.

EMERGENCY SERVICES & SUPPORT TEAM

Our support team is also available 24/7 to help resolve any issue, from a missed flight or a lost passport to more serious on-tour incidents. They're also the ones facilitating communication between travelers and families in the event of an emergency at home. The team is made up of highly trained and dedicated EF staff in our Boston and Denver offices who are equipped to solve problems and answer questions that may come up, even outside of regular business hours.

TOUR DIRECTOR

Tour Directors are assigned exclusively to each tour for the duration of the trip. They meet your group at the airport and stay with them until their departure home. All Tour Directors undergo a background check as permissible by local law every two years and are required to participate in ongoing EF safety trainings.

They're the first point of contact in an emergency and provide safety information to the travelers in their group. Tour Directors assist Group Leaders with hotel check-ins, coordinate meals, facilitate excursions with local guides, and much more. They're culturally connected and expertly trained to support impactful learning experiences.

EF TRAVEL TEAM

This team—comprised of a Tour Consultant and an EF Experience Specialist—is your school's main point of contact at EF. The Tour Consultant serves as your itinerary expert and is devoted to making sure your students get the most out of their travel experience. They partner with your school on everything from finding the perfect tour and enrolling travelers to developing long-term programs for your district and community. The EF Experience Specialist handles the finer details that make your experience with EF seamless. They work directly with Group Leaders (your teachers) right up until the moment of departure, ensuring everything goes smoothly.

TRAVELER SUPPORT

Our team of Travel Support Specialists are readily available to walk families through insurance inquiries, payment plans, food allergy issues, and any other topics that arise.

CHAPERONES

For every six travelers who enroll on a school's tour, the group is eligible to bring along a chaperone for free (with the first spot reserved for the Group Leader). This creates a 6:1 student-to-chaperone ratio, and allows chaperones to assist Group Leaders in supervising students.

Protection for travelers, schools & districts

We understand that unpredictable situations can happen, whether on tour or before departure. That's why we offer a range of protections to make sure travelers, schools, and districts are covered no matter what. We do everything we can to make planning for the future as flexible as possible.

General liability insurance

All Group Leaders, schools, and districts who travel with EF are automatically added as additional insureds under our **\$50 million General Liability Policy**, regardless of whether or not the tour is affiliated with the school. EF's liability coverage is primary and non-contributory for covered third-party claims. The policy helps safeguard Group Leaders and their schools for covered third-party claims related to bodily injury or property damage, which includes providing a legal defense and covering legal costs for such claims. In addition, all travelers are required to sign EF's Release and Agreement which includes a release of liability of their Group Leader, school, and school board.

Peace of Mind Program

Provided to all groups

When your school decides to travel with EF, we want you to feel secure in that decision. This benefit, built into every EF program, gives groups the flexibility to change their tour dates or destination. It can be enacted up to 45 days prior to departure for any reason, including terrorism or other world events.



Protection for travelers, schools & districts

Continued

Protection for individual travelers

While on tour, travelers can help protect their investment and themselves from certain unexpected events and expenses with our Global Travel Protection and Global Travel Protection Plus plans.

GLOBAL TRAVEL PROTECTION

Available to all travelers

Designed specifically with EF travelers in mind, this plan provides both pre-departure and post-departure benefits, including medical expense coverage that may apply on tour and tour cancellation coverage for specified reasons.

GLOBAL TRAVEL PROTECTION PLUS

Available to all travelers

This plan provides all of the benefits included in the Global Travel Protection Plan as well as expanded cancellation protection.

Background checks for adult travelers

EF requires all adults (20 years and older) to pass a criminal background check before travelling on our student tours. This provides a safer tour experience for all and aligns with the process many school districts have for adults who volunteer or chaperone school activities. Conducted by a leading professional provider, the secure background check only flags individuals who could present a risk to student travelers while on tour.

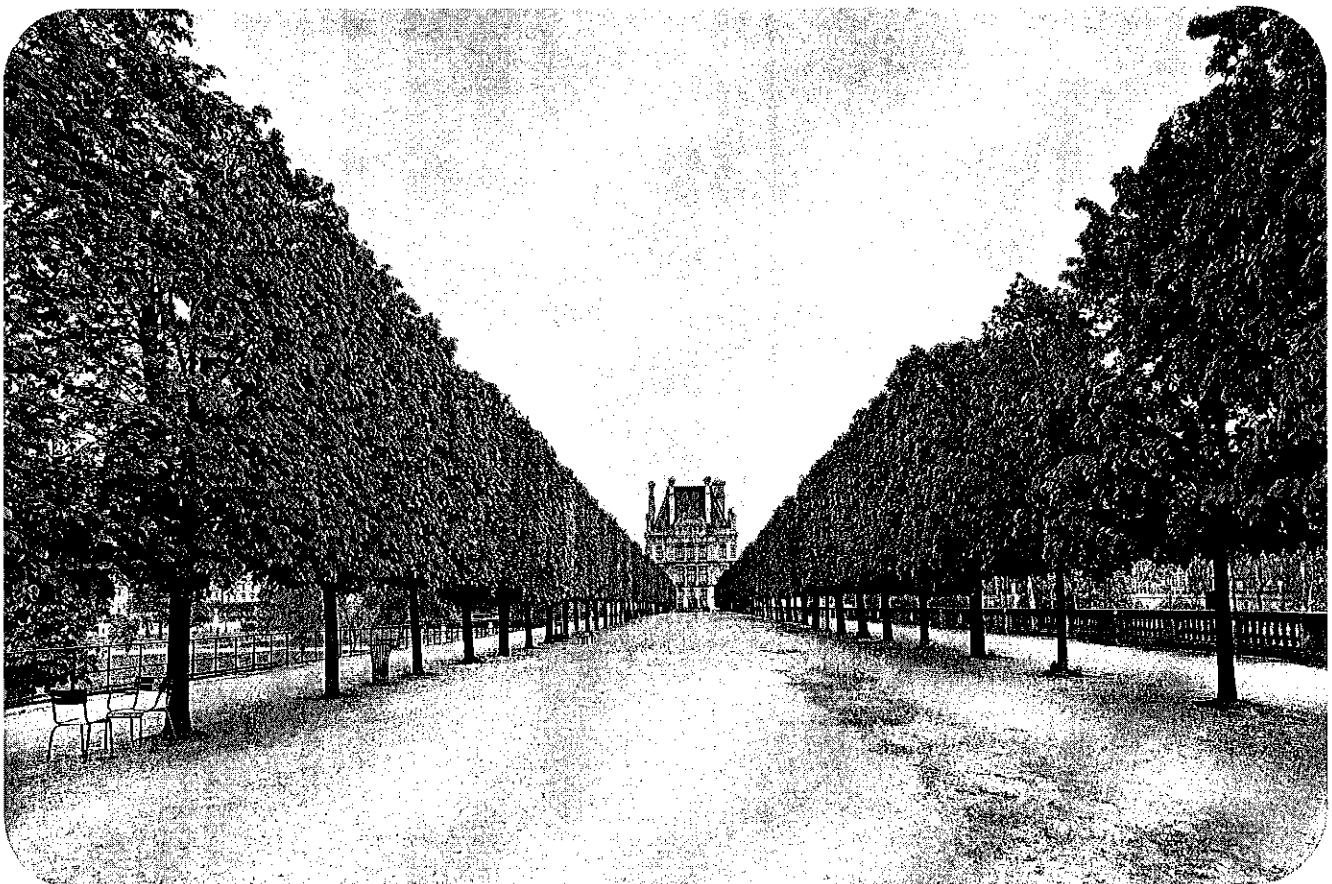


Travel logistics

Proposed tour for Hinsdale Middle High School for Spring 2027 England and France

Price of this tour

The tour program price covers a wide range of services that ensure students have an incredible travel experience. It includes all the planning and preparation that leads up to departure, travel and accommodations, and logistical support once the group reaches their destination.





EDUCATIONAL
TOURS

Tour Price Quote

England and France

Prepared For
Tammy Stebbins

Prepared On
April 11, 2025

Your Tour Number
2898954WJ

Your Tour Website
www.eflours.com/2898954WJ

Lowest Price

Price valid for travelers enrolled April 11, 2025 - April 30, 2025*

Student
\$3,769

or \$160 / 23 mos

Adult
\$4,589

or \$198 / 23 mos

Price Breakdown

Program Price	\$3,969
Early Enrollment Discount	-\$200

Protect your travelers with the Global Travel Protection Plan for \$190. Ask your Tour Consultant for details.

*Adult supplement required for travelers age 20 and older at the time of travel. Change and cancellation fees of up to the total price will apply. Applicable airline baggage fees are not included and can be found at eflours.com/baggage. All prices subject to verification by an EF Tour Consultant. Program price validity excludes special discounts. To view EF's Booking Conditions, visit eflours.com/bc.



Your travel details

Total Length
10 days

Departing From
Boston (MA)

Requested Travel Dates
Saturday, April 24, 2027 - Monday, May 3, 2027

Your Departure Date Range

<input type="checkbox"/> Earliest	<input checked="" type="checkbox"/> Requested	<input type="checkbox"/> Latest
Fri. Apr. 23	Sat. Apr. 24	Sun. Apr. 25

Your experience includes

An All-Inclusive Tour

Round trip airfare, hotels with private baths, regional-style meals, on-tour transportation and sightseeing activities are covered. Discover all of your itinerary details at www.eflours.com/2898954WJ.

Full-time Tour Director

Your culturally connected Tour Director is with your group 24/7, providing deep local insight while handling all on-tour logistics.

Expert Local Guides

Your expert local guides are natural historians, adding cultural insight and global perspective on your sightseeing tours.

Personalized Learning Support

Our personalized learning experience engages students before, during and after tour, with the option to create a final, reflective project for academic credit.

Continuous Support

Your dedicated EF team helps you every step of the way—from recruiting and enrolling travelers to planning and managing your tour.

Worldwide Presence

EF has over 500 schools and offices in more than 60 countries worldwide so wherever you go, we're there too.

24-hour Emergency Service

Travelers and their families can count on EF's dedicated emergency service team.

Peace of Mind Program

Feel secure knowing your group can change their destination or travel dates due to unforeseen circumstances. Learn more about your flexible options at eflours.com/peaceofmind.

Your Tour Consultant



Sidnee Ostendorf
800-637-8222
sidnee.ostendorf@ef.com

Next steps

My name is Sidnee Ostendorf and I'm the dedicated Tour Consultant for Hinsdale Middle High School. I'll be working closely with your Group Leaders every step of the way to make sure your student tour is perfectly planned. If you have any questions or need additional information, don't hesitate to reach out.

Sincerely,

Sidnee Ostendorf
Tour Consultant

“

Student travel strengthens our mission of making future graduates into global citizens. After their travels, our students return more well-rounded and success-driven because they now understand the connections between what is taught in the classroom and what is needed in the global market.

Mitch S., Administrator



ACAC- TITLE IX SEXUAL HARASSMENT POLICY AND GRIEVANCE PROCESS

Category: Priority/Required by Law

Related Policies: AC, AC-E, GBEAB, JICK & JLF

Commented [1]: February 2025, replaced July 2024 sample ACAC with a revised version of the 2020 sample ACAC. The reversion to the 2020 sample was necessitated by an order of the U.S. District Court for the District of Eastern Kentucky on January 9, 2025 (see State of Tennessee, et al. v Cardona, et al., No. 2: 24-072-DCR). Revisions to the 2020 sample include: (a) change in title; (b) clarifying the different definitions of prohibited "sexual harassment" under (1) Title IX and (2) other board policies and/or state or federal laws; (c) additional revisions to better connect with related sample policies created or updated since the original 2020 version of ACAC

This policy and grievance procedure applies to all reports or complaints of sexual harassment, whether prohibited by Title IX ("Title IX sexual harassment") or sexual harassment prohibited/governed by other policies or state or federal laws ("Non-Title IX sexual harassment"). Definitions for both Title IX and Non-Title IX sexual harassment are found in Section II.C of this policy.

Instructions for making a report of either form of sexual harassment are found in Section II.K, and instructions for making a "Formal Complaint" initiating the Title IX investigation and determination process are found in Section III.A. The "Title IX Grievance Process" (or sometimes simply the "Grievance Procedure") is Section III.

I. RESTATEMENT OF POLICY PROHIBITING DISCRIMINATION ON THE BASIS OF SEX.

Per Board policy AC, Title IX of the Education Amendments Act of 1972 ("Title IX"), as well as RSA 193:38, among others, the District does not discriminate on the basis of sex in its educational programs and activities, including employment and admissions. All forms of sex-based discrimination, including sexual harassment, are prohibited in the District.

II. DEFINITIONS AND OTHER PROVISIONS APPLICABLE TO PROHIBITED SEXUAL HARASSMENT.

A. Prohibited Sexual Harassment. Sexual harassment is a form of sex discrimination and is strictly prohibited by the District. Behaviors that will often constitute prohibited sexual harassment include:

1. Sexually suggestive remarks or jokes;
2. Verbal harassment or abuse;
3. Displaying or distributing sexually suggestive pictures, in whatever form (e.g., drawings, photographs, videos, irrespective of format);
4. Sexually suggestive gesturing, including touching oneself in a sexually suggestive manner in front of others;
5. Harassing or sexually suggestive or offensive messages that are written or transmitted electronically;
6. Subtle or direct propositions for sexual favors or activities; or
7. Touching of a sexual nature or groping will always constitute a violation of school policies, and such touching or groping that occurs without consent (i.e. sexual assault) will constitute sexual harassment prohibited under Title IX.

Such behaviors are prohibited and, depending on the context, the repetition, and/or the severity, may also violate one or more state or federal laws. The most severe, pervasive, and offensive of these behaviors are governed by Title IX. Less severe sexual harassment may still constitute a violation of this policy, Board policy {**}AC and/or {**}JICK, as well as one or more state or federal laws, such as: Title VII of the Civil Rights Act of 1964, RSA 193:38, RSA 354-A:1, -A:6 and -A:27. More detailed definitions of "Title IX sexual harassment" and other prohibited sexual harassment ("non-Title IX sexual harassment" are set out in the definitions section in II.C, below.

While all reports of sexual harassment are to be processed in the first instance under Sect. II.K.1 of this Policy, only formal complaints regarding alleged conduct that could constitute Title IX sexual harassment are subject to the Complaint and Grievance Procedure found in Sect. III, below. If the alleged conduct does not appear to meet - or has been determined under the Title IX Grievance Procedure of Sect. III not to meet - the definition of sexual harassment under Title IX, then the report will be investigated and processed in accordance with Board policy {**}ACA.

B. Application of Policy.

This Policy shall apply to all students, employees, and any third party who contracts with the District to provide services to District students or employees, upon District property or during any school program or activity.

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

The Superintendent shall have overall responsibility for implementing this Policy, and shall annually appoint a District Title IX Coordinator as that position is described in Sect. II.C, below. The name and contact information for the Title IX Coordinator is set forth in Board Policy AC-R(2), which policy shall be updated and disseminated annually with the Title IX Coordinator's name as set forth in Board policy AC.

C. Definitions.

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

"Actual knowledge" occurs when the District's Title IX Coordinator or ANY employee

of one of the District's schools (other than a "respondent" or alleged harasser) receives a notice, report or information or becomes aware of sexual harassment or allegations of sexual harassment.

"Complainant" is an individual who is alleged to be the victim of conduct that could constitute sexual harassment, whether or not that person files a report or formal complaint.

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

"Decision Maker" means persons tasked with: the responsibility of making initial determinations of responsibility (at times referred to as "initial decision maker"); or the responsibility to decide any appeal (at times "appeals decision maker") with respect to formal complaints of sexual harassment in accordance with the Title IX Grievance Process.

"Determination of Responsibility" is the formal finding by the decision-maker on each allegation of Sexual Harassment contained in a Formal Complaint that the Respondent did or did not engage in conduct constituting Sexual Harassment Under Title IX.

"Formal Complaint" means a document filed by a complainant, the complainant's parent/guardian, or the Title IX Coordinator, alleging sexual harassment against a respondent, and requesting that the district investigate the allegation of sexual harassment.

"Respondent" is an individual who is reported to be the individual accused of conduct that could constitute sexual harassment.

"Sexual harassment" prohibited under this policy includes sexual harassment specifically prohibited and defined under regulations implementing Title IX ("Title IX sexual harassment") and other sexual harassment defined or governed by other policies, or state or federal laws ("non-Title IX Sexual Harassment").

The context and severity of behavior can make a difference between conduct prohibited under Title IX, and conduct of a sexual nature that violates Board policy and/or other statutes. The nature of the allegations will determine whether the allegations are to be processed under provisions relating to Title IX or under Board policy ACA. The Title IX Grievance Process found in Sect. III, below, will only be used upon the filing of a formal complaint (discussed in Sections II.K.3 and III.A, below).

Sexual harassment under either definition may be directed against a particular person or persons, or a group, whether of the opposite sex or the same sex.

“Title IX sexual harassment” is conduct on the basis of sex occurring in a school system, education program or activity that constitutes one or more of the following:

1. A school district employee conditioning an aid, benefit, or service of an education program or activity on an individual’s participation or refusal to participate in sexual conduct, irrespective of whether the conduct is welcomed by the student or other employee;
2. Sexual assault, dating violence, domestic violence, or stalking as defined in state or federal law; or,
3. Unwelcome sex-based/related conduct determined by a reasonable person to be so severe, pervasive, AND objectively offensive that it effectively denies a person equal access to the education program or activity (this standard requires consideration of all the facts and circumstances, including, but not limited to, the ages and disability statuses of the harasser and victim and the number of individuals involved and their authority. (Note: conduct that meets some but not all the elements of this type of sexual harassment would not be Title IX sexual harassment, but, may, nonetheless, constitute Non-Title IX sexual harassment.)

Conduct that meets one or more of the above will not constitute Title IX sexual harassment if the conduct occurred (1) outside the United States or (2) under circumstances in which the school system did not have substantial control over both the harasser/respondent and the context in which the harassment occurred. The same conduct, may, however, be addressed under policy ACA.

NOTE Regarding Concurrent Enrollment and Dual Enrollment, Extended Learning Opportunities, 3rd Party Distance Learning and Other Alternative Instructional Programs: Under federal regulations, in order for the District to have jurisdiction over conduct that would otherwise meet the definition above of Title IX sexual harassment, the District must have substantial control over both the respondent and the context in which the harassment occurred. In general, this will mean that unless such learning program is occurring upon district property, conduct otherwise meeting the definition of Title IX sexual harassment within that program, may not be subject to this policy.

“Non-Title IX sexual harassment” prohibited under this policy, Board policies AC and ACA and one or more of Title VII of the Civil Rights Act of 1964, RSA 193:38, RSA 354-A:1, -A:6 or -A:27 is defined as unwelcome sexual advances,

requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual nature in the following situations:

- i. Submission to such conduct is made either explicitly or implicitly a term or condition of a student's educational benefits, a term of an employee or prospective employee's employment, or any other person's access to District programs or activities;
- ii. Submission to or rejection of such conduct is used as the basis for decisions on educational benefits, district employment, or access to programs or facilities; or
- iii. Such conduct has the purpose and effect of substantially interfering with a student's academic performance, an employee's work performance, any person's access to district programs or facilities, OR creates an intimidating, hostile or offensive learning or work environment.

"Supportive Measures" are free, non-disciplinary, non-punitive, individualized services and shall be offered to the complainant, and may be offered to the respondent, as appropriate. These measures may include, but are not limited to, the following:

1. Counseling;
2. Course modifications;
3. Schedule changes; and
4. Increased monitoring or supervision

Supportive measures shall be designed to restore or preserve equal access to the District's education programs and activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment and/or deter sexual harassment. Supportive measures shall remain confidential with exclusive exceptions stated and required in Sect. II.F, below.

D. Title IX Coordinator.

The Title IX Coordinator shall respond promptly to all general reports as well as formal complaints of sexual harassment, whether the report concerns Title IX sexual harassment or Non-Title IX sexual harassment. the Title IX Coordinator shall receive general and specific reports of sexual harassment and coordinate the District's responses to both reports and formal complaints of sexual harassment so that the same are prompt and equitable. In addition to any other specific responsibilities assigned under this Policy, or as assigned by the Superintendent, the Title IX Coordinator will be responsible for:

1. meeting with a complainant, and informing the parent/guardian once the Title IX Coordinator becomes aware of allegations of conduct that could constitute sexual harassment as defined in this Policy;
2. identification and implementation of supportive measures;

3. signing or receiving formal complaints of sexual harassment;
4. engaging with the parents/guardians of parties to any formal complaint of sexual harassment;
5. coordinating with District and school-level personnel to facilitate and assure implementation of investigations, and remedies, and helping to assure that the District otherwise meets its obligations associated with reports and complaints of sexual harassment;
6. coordinating with the Superintendent with respect to assignment of persons to fulfill the District's obligations, both general and case specific, relative to this Policy (e.g., investigator, decision makers, etc.; this may involve the retention of third party personnel.);
7. coordinating with District and school-level personnel to assure appropriate training and professional development of employees and others in accordance with Sect. II.E of this Policy; and
8. helping to assure that appropriate systems are identified and maintained to centralize sexual harassment records and data.

In cases where the Title IX Coordinator is unavailable, including unavailability due to a conflict of interest or other disqualifying reason (see Sect. II.H, below), the Superintendent shall assure that another person with the appropriate training and qualifications is appointed as acting Title IX Coordinator for that case, in such instances "Title IX Coordinator" shall include the acting Title IX Coordinators.

E. Training.

All District employees shall receive regular training relative to mandatory reporting obligations under this policy (see also Board policy {**} GBEAB), and any other responsibilities they may have relative to this Policy.

Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process must receive training on the definition of sexual harassment, this Policy, the scope of the District's education program or activity, and how to conduct an investigation (including the requirements of the reporting and the Title IX Grievance Process, including hearings, appeals, and information resolution processes). The training must also include avoiding prejudgment of the facts, conflicts of interest, and bias.

Decision-makers must also receive training on issues of relevance of questions and evidence, including when questions about the complainant's sexual predisposition or prior sexual behavior are not relevant.

Investigators must receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

Materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes, must promote impartial investigations and adjudications of formal complaints of sexual harassment, and must be made available to the public as provided in Sect. II.I of this Policy.

F. Confidentiality.

The District will respect the confidentiality of the complainant and the respondent as much as possible; however, some information may need to be disclosed to appropriate individuals or authorities. All disclosures shall be consistent with the District's legal obligations and the necessity to investigate allegations of harassment and take disciplinary action. Examples of required disclosure include:

1. information to either party to the extent necessary to provide the parties due process during the Title IX Grievance Process (if allegations concern Title IX sexual harassment, or a formal complaint has been filed instituting the Title IX Grievance Process under Sect. III.A);
2. information to individuals who are responsible for handling the District's investigation and determination of responsibility to the extent necessary to complete the District's grievance process;
3. mandatory reports of child abuse or neglect to DCYF or local law enforcement (per Board policy JLF);
4. information to the complainant's and the respondent's parent/guardian as required under this Policy and or the Family Educational Rights and Privacy Act ("FERPA"); and
5. reports to the New Hampshire Department of Education as required under N.H. Code of Administrative Rules Ed 510 regarding violations of the NH Code of Conduct for Education Professionals.

Additionally, any supportive measures offered to the complainant or the respondent shall remain confidential to the extent that maintaining such confidentiality would not impair the ability of the school district to provide the supportive measures.

Except as specified above in this Section, the District shall keep confidential the identity of:

- i. Any individual who has made a report or complaint of sex discrimination;
- ii. Any individual who has made a report or filed a formal complaint of sexual harassment;
- iii. Any complainant;
- iv. Any individual who has been reported to be the perpetrator of sex discrimination;
- v. Any respondent; and

vi. Any witness.

Any supportive measures provided to the complainant or respondent shall be kept confidential to the extent that maintaining such confidentiality does not impair the ability of the District to provide the supportive measures.

G. Retaliation Prohibited.

Retaliation against any person who makes a report or complaint, or against any person who assists, participates, or refuses to participate in any investigation of an act alleged in this Policy is prohibited. Actions taken in response to materially false statements made in bad faith, or to submitting materially false information in bad faith, as part of a report or during the Title IX Grievance Process do not constitute retaliation. A finding of responsibility alone is insufficient to conclude that a person made a materially false statement in bad faith. Complaints of retaliation with respect to reports or formal complaints of sexual harassment shall be filed under the District's general grievance process.

H. Conflict of Interest.

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

I. Dissemination and Notice.

The District shall include in all student and employee handbooks, and shall make publicly available on the district's website the following information:

1. the District's policy of non-discrimination on the basis of sex (included in Board policy AC).
2. the title, name, office address, email address, and telephone number of the Title IX Coordinator (to be provided pursuant to Board policy AC and its addendum, updated annually, AC-R(2));
3. the complaint process;
4. how to file a complaint of sex discrimination or sexual harassment;
5. how the District will respond to such a complaint; and
6. a statement that Title IX inquiries may be referred to the Title IX Coordinator or to the Assistant Secretary for Civil Rights.

The same information shall be provided to all persons seeking employment with the District, or seeking to enroll or participate in the District's educational programs or activities.

Additionally, the District will make this Policy, as well as any materials used to train personnel as required under Sec. II.E publicly available on the district's website.

J. Records and Record Keeping.

1. For each report or formal complaint of sexual harassment, the District, through the Title IX Coordinator, must create, and maintain for seven (7) years, record of:
 - a. Any actions, including any supportive measures,
 - b. The basis for the District's conclusion that its response was not deliberately indifferent; and
 - c. Documentation which:
 - If supportive measures were provided to the complainant, a description of the supportive measures taken designed to restore or preserve equal access to the District's education program or activity; or
 - If no supportive measures were provided to a complainant, explains the reasons why such a response was not clearly unreasonable in light of the known circumstances.
2. In addition, the District shall maintain the following records for a minimum of seven (7) years:
 - a. Records for each formal complaint of sexual harassment, including:
 - Any determination regarding responsibility, including dismissals;
 - Any disciplinary sanctions imposed on the respondent;
 - Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;
 - Any appeal and the result therefrom;
 - Any informal resolution process and the result therefrom;
 - b. All materials used to train Title IX Coordinators, investigators, and decision-makers.

K. Reports of Sexual Harassment, Formal Complaints and District Responses.

1. Report of Sexual Harassment.

NOTE: A report does not initiate the formal Title IX Grievance Process. That process is begun only upon the filing of a formal complaint under the procedures set out in II.K.3, and III.A, below.

Any person may report sexual harassment whether relating to her/himself or another person. **However, if any District employee – other than the employee harasser, or the Title IX Coordinator – receives information of conduct which may constitute sexual harassment under this Policy, s/he shall, without delay, inform the Title IX Coordinator of the alleged sexual harassment.**

Failure to report will subject the employee to discipline up to and including dismissal.

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

If the Title IX Coordinator is the alleged respondent, the report or formal complaint may be made directly to the Superintendent, who shall thereafter fulfill the functions of the Title IX Coordinator regarding that report/complaint, or delegate the function to another person.

NOTE: For any allegation of sexual assault on a student under the age of 18, such conduct shall be reported immediately to the DCYF per Board policy JLF. If the alleged respondent (perpetrator) is a person holding a license or credential from the New Hampshire Department of Education (i.e., "credential holder"), then a report shall also be made pursuant to Board policy GBEAB.

2. District Response to Report of Sexual Harassment.

The district will promptly respond when there is actual knowledge of sexual harassment, even if a formal complaint has not been filed. The district shall treat complainants and respondents equitably by providing supportive measures to the complainant⁶ and by following the Title IX Grievance Process prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

As soon as reasonably possible after receiving a report of alleged sexual harassment from another District employee or after receiving a report directly through any means, the Title IX Coordinator shall contact the complainant to:

- a. discuss the availability of and offer supportive measures;
- b. consider the complainant's wishes with respect to supportive measures;
- c. inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
- d. explain to the complainant the process for filing a formal complaint.

3. Formal Complaints.

Pursuant to federal regulations, and this Policy, a formal complaint that contains allegations of conduct that may constitute Title IX sexual harassment and a request that the District investigate the allegations is required before the District may conduct a formal investigation of Title IX sexual harassment or take any action (other than supportive measures) against a person accused of Title IX sexual harassment. Once a formal complaint of Title IX sexual harassment is received by the Title IX Coordinator, s/he shall commence the Title IX Grievance Process set out in Sect. III below. The process for filing a formal complaint is set forth in Sect. III.A. If the alleged conduct does not appear to meet the definition of Title IX sexual harassment, AND no formal complaint is filed under Sect. III.A, then the matter may be processed under Board policy ACA.

4. Limitation on Disciplinary Action.

In no case shall the District impose disciplinary consequences or sanctions against a respondent who has been accused of conduct which may constitute Title IX sexual harassment, until the Title IX Grievance Process has been completed.

5. Emergency Removal and Administrative Leave.

At any point after receiving a report or formal complaint of sexual harassment, the Title IX Coordinator (or other District official charged with a specific function under this Policy or the Title IX Process: e.g., investigator, decision maker, etc.) may request the Superintendent to direct that an individualized safety and risk analysis be performed to determine whether a respondent student is an immediate threat to the physical health or safety of any person. In the event that the safety and risk analysis determines that the respondent student does present an immediate threat to the physical health and safety of any person, the District may remove that student, provided that such removal is in full compliance with the IDEA, a student's IEP and or 504 plan if applicable. Such emergency removal shall not be disciplinary. However, the District must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal, and shall continue to offer educational programming until a final determination is made pursuant to the Title IX Grievance Process.

The Title IX Coordinator shall keep the Superintendent of Schools informed of any employee respondents so that he/she can make any necessary reports to New Hampshire Department of Education in compliance with applicable administrative rules and the New Hampshire Code of Conduct for Educational Professionals. In appropriate cases, the Superintendent may place an employee respondent on non-disciplinary administrative leave pursuant to RSA 189:31.

III. TITLE IX GRIEVANCE PROCESS.

The Title IX Grievance Process is used only upon the filing of a formal complaint of sexual harassment as described in Sect. III.A, below. The provisions of Sections I and II of this Policy are incorporated as part of the Title IX Grievance Process. **However, as used in this Section III, "sexual harassment" shall only refer to "Title IX sexual harassment" unless otherwise**

specifically indicated. Upon receipt of a formal complaint of sexual harassment, the Title IX Coordinator will coordinate the District's efforts to comply with its responsibilities related to the Title IX Grievance Process.

A. Process for Filing a Formal Complaint of Sexual Harassment.

The Title IX Grievance Process is initiated by way of a formal complaint ("complaint" or "formal complaint") filed by the complainant, the complainant's parent/guardian, or the Title IX Coordinator. The complainant may file a complaint or choose not to file a complaint and simply receive the supportive measures. If the Complainant does not file a complaint, the Title IX Coordinator may sign a formal complaint, but only if initiating the grievance process against the respondent is not clearly unreasonable in light of the known circumstances, and in other cases where, in the exercise of good judgment and in consultation with the District's attorney as appropriate, the Title IX Coordinator determines that a grievance process is necessary to comply with the obligation not to be deliberately indifferent to known allegations of sexual harassment (e.g., reports of sexual assault, employee on student harassment, repeat reports, or the conduct in the complainant's report has not been adequately resolved through the provision of supportive measures). If the complaint is filed by the Title IX Coordinator, he/she is not a party to the action, and the District must comply with all of the provisions of the Title IX Grievance Process relative to respondents and complainants.

If no formal complaint is filed by the complainant or the Title IX Coordinator no disciplinary action may be taken against the respondent based upon conduct that would constitute sexual harassment under this policy.

Although there is no time limit per se to filing a formal complaint, for complaints initiated by the complainant or his/her parent/guardian, the complainant must be employed by the District or participating in or attempting to participate in the education program or activities of the District at the time of filing. Additionally, although the District will initiate the Title IX Grievance Process regardless of when the formal complaint is submitted, delays in reporting may significantly impair the ability of school officials to investigate and respond to the allegations.

At a minimum, a formal complaint must:

1. contain the name and address of the complainant and the student's parent or guardian if the complainant is a minor student;
2. describe the alleged sexual harassment,
3. request an investigation of the matter, and
4. be signed by the complainant or otherwise indicate that the complainant is the person filing the complaint.

The complaint may be filed with the Title IX coordinator in person, by mail, or by email. Complaint forms may be obtained from the Title IX Coordinator or on the District and school websites.

B. Initial Steps and Notice of Formal Complaint.

1. The Title IX Coordinator will provide notice to the complainant and the complainant's parent/guardian (if the complainant is a non-eligible student under FERPA), and to the respondent (if known) and the respondent's parent/guardian (if the respondent is a non-eligible student under FERPA), as well as to any other known parties, of the following:
 - a. this Title IX Grievance Process, including any informal resolution process;
 - b. the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview; "sufficient details" shall include to the extent known identities of persons involved, the conduct allegedly constituting sexual harassment, and the date and location of the incident;
 - c. a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
 - d. that each party may have an advisor of their choice, who may be, but is not required to be, an attorney;
 - e. that each party is entitled to inspect and review evidence; and
 - f. a reference to any provision in the District's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.
2. The Title IX Coordinator will contact the complainant to discuss and offer supportive measures.
3. The Title IX Coordinator may contact the respondent to discuss, and or impose, non-disciplinary supportive measures.
4. The Title IX Coordinator will examine the allegations in the formal complaint, to determine whether even if assumed true, the allegations are sufficient to sustain a finding of sexual harassment under this Policy. If the Title IX Coordinator was not involved with preparing the formal complaint, the Title IX Coordinator will contact the complainant to discuss the complaint and whether amendment is appropriate, in which case the process of Sect. III.C.4 will apply.
5. If the formal complaint fails to satisfy the definition of sexual harassment in this Policy, the complaint shall be dismissed as provided in Sect. III.G, below.

6. If the complaint is not dismissed, the Title IX Coordinator will consult with the Superintendent as to whether the Title IX Coordinator should act as the investigator or whether a different District or other employee shall act in that capacity. At the same time, the Title IX Coordinator and the Superintendent shall appoint the person who shall make the initial determination of responsibility (initial decision maker). [The District's policy contains additional language regarding appointment of decision maker. Can be optional language, e.g., {"Ordinarily the building principal shall serve as the initial decision maker..." or "The Superintendent, in consultation with the Title IX Coordinator, shall appoint an initial decision maker on a case-by-case basis.....10."}] In all cases, the investigator and the initial decision maker must be properly trained and otherwise qualified (see Sect. II.E "Training", and Sect. II.H "Conflict of Interest").
7. If the report alleges sexual harassment by the Superintendent, the Title IX Coordinator will inform the School Board Chair and the Business Administrator, the latter of whom shall have authority to seek guidance from the District's general counsel, but shall not delay the District's response to the report as outlined in this Policy.

Commented [2]: Need to establish this

C. General Provisions and Additional Definitions Relative to Title IX Grievance Process.

1. Copies and Notices. Except as specifically stated elsewhere in this Policy, for any document, information or material required to be delivered to a party or to a person assigned with responsibility under the Title IX Grievance Process, the manner of transmittal may be by electronic mail, regular mail or such other manner reasonably calculated to assure prompt delivery with evidence thereof (such as a commercial carrier or other receipted delivery). Hand delivery will only be permitted if made to the District official charged with the specific function under this Policy (e.g., Title IX Coordinator, Superintendent, investigator, decision maker(s), etc.). Any document required to be delivered to a minor or other non-eligible student, must also be delivered to the minor's parent/guardian. Copies should also be sent to a party's advisor if the information for the advisor has been previously communicated to the sending party. (Under federal regulations, copies of the investigative evidence, as well as the investigative report, must be forwarded to a party's advisor. See Sections III.E.3, and III.E.4).
2. Risk Analysis and Emergency Removal. At any point during the Title IX Grievance Process, the Title IX Coordinator may arrange for an individualized safety and risk analysis as described in Sec. II.K.5, following which a student may be removed.
3. Administrative Leave. At any point during the Title IX Grievance Process, the Superintendent, and at his/her own discretion, and with or without consulting the

Title IX Coordinator, may place an employee on administrative leave pursuant to RSA 189:31.

4. Additional Allegations. If, in the course of an investigation, the District decides to investigate allegations about the complainant or respondent that were not included in the previous notice, the District shall simultaneously provide notice of the additional allegations to the parties whose identities are known.
5. No Interference with Legal Privileges. At no point in process will the Title IX Coordinator, the investigator, any decision maker, or any other person participating on behalf of the District, require, allow, rely upon, or otherwise use questions or evidence that constitutes, or seeks disclosure of, information protected under a legally recognized privilege (e.g., doctor/patient, attorney/client, clergy, etc.), unless the person holding such privilege (parent/guardian for minor student) has waived the privilege in writing to use the information with respect to the Title IX Grievance Process.
6. Consolidation of Complaints. The District may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal complaints are against more than one respondent; or by more than one complainant against one or more respondents; or by one party against the other party. When the District has consolidated formal complaints so that the grievance process involves more than one complainant or more than one respondent, references to the singular “party”, “complainant”, or “respondent” include the plural, as applicable.
7. Remedies: Range of Disciplinary Sanctions and Remedial Actions Upon Final Determination of Responsibility.
 - a. “Disciplinary sanctions” are consequences imposed on a respondent when s/he is found responsible for sexual harassment under this Policy. Remedial actions are actions intended to restore or preserve a complainant’s equal access to the educational programs and activities of the District.
 - b. “Disciplinary sanctions” against an employee respondent may include any available sanction available for the discipline of employees, up to and including dismissal or non-renewal for any other violation of Board policy, NH Code of Conduct for Educational Professionals, applicable individual or collective bargaining contract, or state or federal laws or regulations.
 - c. “Disciplinary sanctions” against a student may include any available discipline or sanction, up to and including expulsion, under the policies, rules and procedures that establish the district’s comprehensive student code of conduct.

- d. "Remedial actions" as to a respondent after a final finding of responsibility, whether employee or student, may include the imposition upon a responsible respondent of any additional non-disciplinary measures appropriate to effecting a remedy for sexual harassment, and may include such measures as no-contact requirements, scheduling adjustments, removal or exclusion from extracurricular activities, class reassignments, limits on future class registrations, restrictions on access to various spaces in the school buildings, reassignment of attendance, and similar measures fine-tuned to respond appropriately to the circumstances surrounding a successful complainant's right to access the district's program and activity.

Additional remedial actions may include recommendations that a school-wide or system-wide response is needed in order to respond to the sexual harassment in a way that is not clearly unreasonable under the circumstances. In such cases, the Superintendent shall provide additional staff training, harassment prevention programs, or such other measures as determined appropriate to protect the safety of the educational environment and/or to deter sexual harassment.

D. Timeframe of Grievance Process.

The District shall make a good faith effort to conduct a fair, impartial grievance process in a timely manner designed to provide all parties with a prompt and equitable resolution. It is expected that in most cases, the grievance process will be concluded through at least the determination of responsibility decision within 80 days after filing the formal complaint¹. In more complex cases, the time necessary to complete a fair and thorough investigation or other circumstances mean that a determination of responsibility cannot reasonably be made within that timeframe.

1. Summary of Grievance Process Timeline.

- a. Investigation (as described in Sect. III.E.1) 20 +/- days as the complexity of the case demands
- b. 10 days for reviewing information prior to conclusion of investigation
- c. 10 days after receiving report to respond to report
- d. 10 days for decision maker to allow initial questions
- e. 10 days for responses to questions
- f. 10 days for questions and responses to follow-up questions.
- g. 10 days for determination of responsibility decision
- h. 10 days for appeal (6 additional days for administrative steps)
- i. 10 days for argument/statement challenging or supporting determination

- j. 10 days for decision on appeal
- 2. Delays and Extensions of Time. At any stage of the grievance process, the District (through the Superintendent, or if the Superintendent is the respondent, the Title IX Coordinator or designee) may for good cause allow for temporary delays or extensions of time upon request of either party, or on his/her own initiative. Examples of good cause may include such things as availability of parties or witnesses, school or school administrative office holidays or vacations, referral back to an earlier stage of the grievance process, concurrent law enforcement or other agency activity, or need to obtain interpreters or accommodation of disabilities. For any such delay or extension of time, the Superintendent or the Title IX Coordinator will provide written notice to the parties of the delay/extension and the reason(s).

E. Investigation.

The Title IX Coordinator will coordinate the investigation. The investigator shall be appointed pursuant to Sect. III.B.6.

- 1. The Title IX Coordinator may conduct the investigation, or, in consultation with the Superintendent, designate another qualified person to investigate. The investigation and investigator must:
 - a. Include objective evaluation of all relevant evidence, including inculpatory and exculpatory evidence. (Evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such evidence about the complainant's prior sexual behavior is offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the evidence concerns specific incidents of the complainant's prior sexual behavior with respect to the respondent and is offered to prove consent.)
 - b. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not on either of the parties;
 - c. Provide an equal opportunity for the parties to present witnesses, and other inculpatory and exculpatory evidence;
 - d. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
 - e. Provide the parties with the same opportunities to have others present during any interview or other part of the investigation, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice. The investigator may restrict any others from participating, as long as the restrictions apply equally to both parties;

- f. Provide, to a party (e.g., respondent or complainant – and parent/guardian as appropriate) whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate within the timeframes established in Sect. III.D, below.
 - g. 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 raised in a formal complaint;
 - 2. Prior to completion of the investigative report, the District, through the Title IX Coordinator, must send to each party and party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report;
 - 3. The investigator must prepare a written investigative report that fairly summarizes relevant evidence, including, without limitation, witness credibility, discrepancies, inculpatory and exculpatory information, and relevant District policies, rules and regulations, and the manner in which the same were made known to the pertinent school populations or specific parties. The investigative report shall include a description of the procedural steps taken, starting with the receipt of the formal complaint, and continuing through the preparation of the investigative report, including any notifications to the parties, interview with parties and witnesses, site visit, and methods used to gather evidence.
 - 4. The investigator shall provide the investigative report in hard copy or electronic format to the Title IX Coordinator, to each party and each party's advisor, if any. Each party will have 10 days from receipt to provide the Title IX Coordinator a written response to the investigative report.
 - 5. It serves all parties when investigations proceed diligently and conclude within a reasonable time, which may vary case by case. In most cases, it is expected that the investigator will conclude the initial investigation, and provide the parties the evidence and other information required under Sect. III.E.2. Not more frequently than every other week, any party may request the Title IX Coordinator to obtain and provide the parties with a basic status report on the investigator's progress toward completion. In most cases, the investigator should conclude the investigation within 10-20 days after receiving a Formal Complaint.
- F. Determination of Responsibility and Initial Decision Maker.**
 The determination of responsibility of the respondent shall be made by the initial decision maker as appointed pursuant to Sect. III.B.6.

1. Prior to making a determination of responsibility, the initial decision maker will afford each party 10 days to submit written, relevant questions to the initial decision maker that the party wants asked of any party or witness.
2. The initial decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the question and evidence concern specific incidents of the complainants prior sexual behavior with respect to the respondent and are offered to prove consent.¹²
3. The initial decision maker will provide the questions to the party/witness, with copies to each party, and provide no less than 10 days for written responses, likewise to be provided to each party.
4. The initial decision maker will provide 5 days each for supplementary, limited follow-up questions and 5 days for answers, and may provide for additional rounds of follow-up questions, as long as the provision is extended to both parties equally.
5. The initial decision maker may not make any credibility determinations based on the person's status as a complainant, respondent or witness.
6. The respondent must be deemed to be not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
7. The initial decision maker may impose disciplinary sanctions and remedies as described in Sect. III.C.7, above.
8. The standard to be used for formal complaints in determining whether a violation has occurred and/or that the respondent is responsible is the **preponderance of the evidence standard**, which is only met when the party with the burden convinces the fact finder (the initial decision maker) that there is a greater than 50% chance that the claim is true (i.e., more likely than not).
9. The initial decision-maker must issue a written determination/decision within 10 days after the close of the period for responses to the last round of follow-up questions. The written "Initial Determination of Responsibility" must include:
 - a. Identification of the allegations potentially constituting sexual harassment;
 - b. A description of the procedural steps taken from the receipt of the formal complaint through the Initial Determination of Responsibility, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;

- c. Findings of fact supporting the determination;
 - d. Conclusions regarding the application of the District's applicable codes of conduct, policies, administrative regulations or rules to the facts;
 - e. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility (i.e., whether or not the respondent is responsible for sexual harassment), and any disciplinary sanctions or remedies; and
 - f. The District's procedures and permissible bases for the complainant and respondent to appeal (as set forth in Sect. III.H, below).
10. The decision maker shall provide the Initial Determination of Responsibility to the Title IX Coordinator, the Superintendent and the parties simultaneously.

G. Dismissal of a Formal Complaint.

- 1. The District must dismiss a formal complaint with regard to Title IX sexual harassment if the alleged conduct:
 - a. Would not constitute Title IX sexual harassment, even if proved;
 - b. Did not occur in the District's education program or activity; or
 - c. Did not occur against a person in the United States.
- 2. The District may dismiss a formal complaint with regard to Title IX sexual harassment if at any time during the investigation or determination of responsibility stage(s):
 - a. A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
 - b. The respondent is no longer enrolled or employed by the District; or
 - c. Specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.
- 3. Prior to dismissal of a complaint, the person responsible at that stage shall consult with the Superintendent.
- 4. Upon dismissal of a formal complaint, the District must promptly send written notice of the dismissal and the reason(s) therefore simultaneously to the parties.

The dismissal of a formal complaint under Title IX does not preclude the District from continuing any investigation or taking action relative to Non-Title IX sexual harassment or otherwise under Board policy ACA, other applicable District policies, code of conduct or administrative rules/regulations. In some cases, the

District may have an obligation to continue an investigation and proceed under a different policy or mandated process. (See discussions in Sect. II.A and the definitions under "sexual harassment" in Sect. II.C).

H. Appeals Process.

1. Either party may appeal the Initial Determination of Responsibility or the dismissal of a formal complaint or any allegation in a formal complaint by notifying the Superintendent in writing ("written appeal"), with a copy to the Title IX Coordinator. If there are multiple determinations of responsibility, the written appeal shall specify which ones are included in the appeal. The written appeal must be received by the Superintendent within 10 days of the Initial Determination of Responsibility or written notice of dismissal being communicated to the parties.
2. An appeal under this Policy may only be based upon one or more of the following bases, which must be stated specifically in the party's written appeal:
 - a. Procedural irregularity that affected the outcome of the matter;
 - b. 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;
 - c. The Title IX Coordinator, investigator(s), or decision-maker(s) 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.

Appeals for any other reason or upon any determination of responsibility not included in the written appeal will not be heard.

Appeals pertain only to the determination of responsibility and non-disciplinary remedies. Once a determination of responsibility is final per Sect. III.I, below, appeals of disciplinary sanctions may be made pursuant to the District's ordinary review process for discipline, or, to the extent applicable, any statutory or other processes provided under collective bargaining agreements or individual contracts.

3. Within 3 days of receipt of the written appeal, the Superintendent shall appoint a decision maker for appeal ("appeals decision maker"), who must have adequate training as provided in Sect. II.E, be free from conflict of interest as provided in Sect. II.H, and may not be the same person as the initial decision maker, the person who ordered dismissal, the investigator(s), or the Title IX Coordinator. Upon the appointment of the appeals decision maker, the Superintendent shall provide a Notice of Appeal to each party and to the Title IX Coordinator, with a copy of the written appeal. The Notice of Appeal must include information about all deadlines and timeframes in the appeal stage.

4. Each party shall have 10 days from the date the Notice of Appeal is delivered to the parties to submit to the appeals decision maker a written statement, with copies to the Superintendent, Title IX Coordinator, and other party a statement ("appeal statement") in support of, or challenging, the determination of responsibility or dismissal.
5. Each party shall provide copies of the appeal statement to the other party, the Superintendent, and the Title IX Coordinator at the same time the appeal statement is given to the appeals decision maker. If the basis of the appeal is newly available evidence affecting the outcome, the party shall submit such evidence or a summary of such evidence along with the party's appeal statement.
6. The appeals decision maker may refer an appealed issue back to a prior point in the grievance process, with written notice to the parties, the Superintendent and the Title IX Coordinator.
7. The appeals decision maker shall provide a written appeals decision after considering the record and the parties' appeal statements. The appeals decision maker will only overturn the Initial Determination of Responsibility upon a conclusion that it was clearly erroneous (i.e., either made on unreasonable grounds, or without any proper consideration of the circumstances). If the basis or one of the bases for the appeal was new evidence, the appeals decision maker may either make a determination of responsibility regarding that evidence, or refer it back to the appropriate stage of the Title IX Grievance Process. The written appeals decision will describe the result(s) of the appeal and the rationale, with copies provided to the parties, Superintendent and Title IX Coordinator, no more than 10 days after receiving the last of the parties' written statements per Sect. III.H.5.

- I. **Finality of Determination of Responsibility.** The determination regarding responsibility becomes final either on the date that the recipient, through the Superintendent, 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 of the Initial Determination of Responsibility would no longer be considered timely. The final determination shall be identified as the Title IX Decision.

Once the Title IX Decision is final, the District may implement remedies and disciplinary sanctions. The Title IX Coordinator is responsible for effective implementation of any non-disciplinary remedies, with the assistance of building and District administrative personnel, while disciplinary sanctions will be imposed by persons charged with such responsibilities under other Board policies, regulations or administrative procedures. The District may also proceed against the respondent or complainant pursuant to the District's applicable code of conduct or other Board policies, collective bargaining agreement, individual contract or administrative rules/regulations/procedures. The issue of

responsibility for the conduct at issue shall not be subject to further review or appeal within the District.

J. Informal Resolution.

At any time prior to reaching a determination regarding responsibility (but only after the filing of a formal complaint), the District may offer an optional informal resolution process 15 (e.g., mediation, arbitration), provided that the District:

1. Provides written notice to the parties disclosing:
 - a. The allegations of the formal complaint;
 - b. The requirements of the information resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to an informal final resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
 - c. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
2. Obtains the parties' voluntary written consent to the informal resolution process; and

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

NH Statutes	Description
RSA 193:38	Discrimination in Public Schools
RSA 354-A:1	(Human Rights) Title and Purposes of Chapter
RSA 354-A:27	Opportunity for Public Education without Discrimination a Civil Right
RSA 354-A:6	Opportunity for Employment without Discrimination a Civil Right
NH Dept of Ed Regulation	Description
N.H. Code Admin. Rules Ed 303.01 (i)	School Board Substantive Duties
N.H. Code Admin. Rules Ed 303.01 (j)	Substantive Duties of School Boards; Sexual Harassment Policy

Federal Regulations	Description
34 CFR 106.30	Definitions
34 CFR 106.44	Recipient's response to sexual harassment
34 CFR 106.45	Grievance process for formal complaints of sexual harassment
34 CFR 106.71	Retaliation
34 CFR 106.8	Designation of responsible employee and adoption of grievance procedures.
34 CFR, Part 99	Family Educational Rights and Privacy Act Regulations
Federal Statutes	Description
20 U.S.C 1681, et seq	Title IX of the Education Amendments of 1972
42 U.S.C. 2000e et seq.	Title VII of the Civil Rights Act of 1964
Cross References	
Code	Description
AC	Nondiscrimination, Equal Opportunity Employment, and Anti-Discrimination Plan
AC-R(2)	Nondiscrimination, Equal Opportunity Employment, and Anti-Discrimination Plan - Annual Notice of Contact Information
ACA	Discrimination and Harassment Grievance Procedure
ACN	Accommodation of Nursing Mothers
EHB	Data/Records Retention
EHB-R(1)	Data/Records Retention - Local Records Retention Schedule
GBAM	Accommodation of Pregnancy and Related Medical Conditions: Personnel
GBEAB	Mandatory Code of Conduct Reporting - All Employees
IHBCA	Accommodation of Pregnancy and Related Medical Conditions: Students
JICK	Pupil Safety and Violence Prevention

JICK-R(1)	<u>Pupil Safety and Violence Prevention - Report Form</u>
JICK-R(2)	<u>Pupil Safety and Violence Prevention - Bullying Report Form</u>
JICK-R(3)	<u>Pupil Safety and Violence Prevention - School Board Notification of Bullying Report</u>
JJIC	<u>Eligibility for Interscholastic Athletics</u>
JLF	<u>Reporting Child Abuse or Neglect</u>
JLF-F(1)	<u>Reporting Child Abuse or Neglect - Report Form</u>

Revision History:

School Board First Reading: 4/9/2025

School Board Final Reading: 5/14/2025

District Policy History: February 12, 2025

Revised: February 10, 2025

Second Revision: July 2024

Approved: August 11, 2024

First Revision: August 19, 2020

Originally Approved: September 10, 2020

BBBF - STUDENT BOARD MEMBERS

Category: Required by law

A. General Policy.

The Board will have one student school board member from Hinsdale Middle High School.

Student School Board members (“Student-members”) will not have the right to vote and will be excluded from all non-public sessions the Board enters.

B. Election and Term of Student School Board-Members.

Student-members will serve one-year terms, beginning on July 1st of each year.

Student-members will be chosen by a majority vote of the high school student body under procedures for nomination and election established by the student government of the high school.

C. Responsibilities of Student Government.

The student government of the high school shall establish procedures for:

1. The nomination and election of Student-member candidates;
2. Any public high school student in the school district to petition the Student-member to present proposals and opinions to the School Board;
3. Filling any vacancy that may occur in the Student-member position from that school.

D. Student-Member Expectations.

Under RSA 194:23-f, IV, Student-members are expected to:

1. Attend all School Board meetings **except discussions and procedures involving subjects which are confidential under RSA 91-A (i.e., non-public sessions held in accordance with 91-A:2 and 3);**
2. Represent all high school students within the District;
3. Present to the School Board specific proposals and ideas from the high school student body, **and, when appropriate, place proposals on the school board agenda in accordance with Board procedures;**
4. Serve as a liaison between students ~~District staff, and the Board;~~ **and the principal, other faculty, student government advisors, appropriate outside agencies, and the Board;**
5. Keep the student body informed of Board business and actions; and
6. Comply with all Board policies relative to students and Board members, when applicable.

BBBF - STUDENT BOARD MEMBERS

E. Oversight.

The Superintendent shall assure building principals coordinate with student council advisors to ensure the student council is aware of the requirements of Section DC, above.
above.

District Policy History:

School Board First Reading: 4/9/2025

School Board Final Reading: 5/14/2025

Revised: March 18, 2025

Last revised/adopted: 10/12/2022

Legal References:

RSA 189:1-c, School Board Student Member

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

IMGB - THERAPY ANIMALS

Category: Optional

Commented [1]: May 2024, NHSBA released sample IMGB after receiving requests by several school districts.

Commented [2]: This is an optional policy. If you do not wish to allow therapy animals on campus, do not adopt this policy. As an optional policy, all provisions are likewise optional, but note that irrespective of whether you adopt this policy, therapy animals do not meet the definition of service animals under the Americans with Disabilities Act.

A. General Policy.

The District recognizes that specially trained therapy animals can provide educational benefits for District students. The School Board authorizes the Superintendent or the Superintendent's designee to allow appropriate staff to make a therapy animal available to students during the school day only as provided in this policy.

This policy is not intended to, and does not, allow students, parents, or staff to bring emotional support or comfort animals onto District property. Individuals who bring onto District property an animal that does not meet the definition of a service animal under policy IMGA or that has not been approved under this policy or Board policy IMG, shall be asked to remove the animal from District property. Repeated violations may result in disciplinary or legal action.

B. Definitions.

"Service animals." See Board policy IMGA.

"Therapy animal." An animal that has graduated from an assistance animal training program affiliated with Therapy Dogs International or a similar nonprofit organization which adheres to the highest training standards. Such a graduate animal has been trained specifically for the purpose of providing emotional support, well-being, comfort, or companionship. Therapy animals are the personal property of a District employee or volunteer and are not owned by the District. Therapy animals do NOT meet the definition of "service animals" under Board policy IMGA or the Americans with Disabilities Act.

"Therapy animal handler." An employee of the school district or volunteer who has received training and passed an evaluation from Therapy Dogs International or a similar nonprofit organization for handling a specific therapy animal and who will be overseeing care of that specific therapy animal for the entire time the animal is on District property.

C. Minimum Standards Required for Presence of a Therapy Animal.

1. No therapy animal will be permitted in school buildings or on school grounds during the school day unless and until prior approval has been given by the Superintendent/designee.
2. District employees will not receive any additional pay, stipend, or compensation for providing the therapy animal or for being the handler and/or the owner of the therapy animal.

3. Supervision and care of the approved therapy animal is solely the responsibility of the therapy animal handler(s) and the District staff who request approval for a therapy animal.
4. The therapy animal handler will assume full responsibility and liability for any damage to District property or injury to District staff, students, or others while the therapy animal is on District property.
5. The therapy animal handler must maintain an insurance policy that provides liability coverage for the therapy animal while on District property.
6. Approved therapy animals must be clean, well-groomed, in good health, housebroken, and be current on all vaccinations and immunizations.
7. The therapy animal shall display appropriate identification indicating it is a therapy animal at all times while on District property.
8. The therapy animal shall be under the control of the therapy animal handler(s) at all times, which requires the therapy animal be attached to the therapy animal handler by means of a leash or harness whenever the therapy animal is on District property and outside of the approved location.
9. At no time will a therapy animal be taken through a District building to meet with a student. Students who have time scheduled with a therapy animal shall go to the room where the therapy animal is located.
10. A student shall not schedule or attend a session with the therapy animal until the student's parent/guardian, or the student if over eighteen (18) years of age, provides written authorization for the student to use the services of a therapy animal.

D. Aggressive or Defensive Behavior.

The building Principal is to receive a verbal report within fifteen (15) minutes of any act of aggressive - including vocalizations such as growling - or defensive behavior by a therapy animal toward a human or any aggressive or inappropriate behavior by a student toward a therapy animal. A full written incident report shall be submitted to both the building Principal and the Superintendent, or designer, before the close of the following school day.

An act of aggressive or defensive behavior by a therapy animal shall result in:

1. An immediate end of the student's current session with the therapy animal;
2. The prohibition of any further interactions between the therapy animal and students for the remainder of the school day; and
3. Exclusion of the therapy animal from District property until the superintendent, or designee, completes an investigation and authorizes the therapy animal's return.

E. Allergic Reactions.

If a student has a known allergy to the therapy animal, the student shall not have any sessions with the therapy animal without the specific written authorization of the student's parent/guardian, or the student if over eighteen (18) years of age.

If a student demonstrates symptoms of an allergic reaction during or after a session with the therapy animal, the student's parent/guardian shall receive written notification of the possibility of their student's allergy and that the student shall not have any future sessions with the therapy animal.

If other students in the same classroom demonstrate symptoms of an allergic reaction following a student's return to class after a session with the therapy animal, no further sessions with the therapy animal shall be scheduled for any student in that classroom and the parents of any student who demonstrated symptoms of an allergic reaction shall receive written notification of their student's possible allergy.

F. Therapy Animal Proposal.

1. **Requirements.** Any individual seeking to bring a therapy animal into a school building or onto other School District property during the school day shall submit a written proposal to the Superintendent/designee addressing each of the following areas:
 - a. **Location Information.** The location for the therapy animal to be kept when the therapy animal is on campus must meet all of the following conditions:
 - i. Appropriate access to the outdoors to permit the therapy animal to enter and exit the building without using - or with minimal usage of - the building's interior hallways;
 - ii. Ample space away from intake for the building or room ventilation system or an independent ventilation system;
 - iii. Non-porous surfaces, including carpet-free floors, for easy hair removal, cleaning, and sanitation.
 - b. **Appropriateness of Animal and of Certification Providers.**
 - i. The certification the proposed therapy animal has received, including the training required to receive the certification;
 - ii. The credentials of the certification providers;
 - iii. Satisfactory evidence of appropriate temperament of the proposed therapy animal (e.g., AKC Temperament Test or other temperance evaluation(s));
 - iv. The credentials of the temperance evaluator(s);
 - v. Proof demonstrating the therapy animal is current on all vaccinations.
 - c. **Therapy Animal Handler.**

- i. The individual(s) who will be responsible for handling the therapy animal;
- ii. Training obtained by the proposed handler(s);
- iii. The credentials of the providers of the handler's training;
- iv. Proposed schedule for the handler(s) to provide necessary care for the therapy animal, including exercise, feeding, watering, bodily functions, and any cleanup resulting from caring for the animal; and
- v. Proof of an insurance policy that provides liability coverage for the therapy animal while on District property.

d. Students.

- i. The set(s) of students whom the therapy animal is intended to serve and/or to whom the animal will be available;
- ii. Proposed training to be provided to students on the appropriate behavior and treatment of the therapy animal;
- iii. Consequences for inappropriate treatment of the therapy animal;
- iv. The anticipated goals for and intended uses of the therapy animal.

2. Administrative Discretion. The Superintendent/designee may reject the proposal if:

- a. The proposal does not include sufficient information regarding each of the areas identified in Section F.1, above, or does not otherwise meet the requirements of this policy;
- b. The Superintendent/designee does not perceive any educational benefit to be achieved based on the information contained in the proposal;
- c. The Superintendent/designee believes that the time required to meet the needs of the therapy animal is inconsistent with the assigned duties of the school employee either proposed as the therapy animal's handler or in whose class/activity the therapy animal would be present; or
- d. The proposal is otherwise inconsistent with the needs of the school or school building.

3. Approval. The approval of a proposal must be in writing with the proposal attached, and with any additional requirements or modifications imposed by the Superintendent/designee. The written approval is required before the therapy animal may be present in school, or on School District property, during the school day.

District Policy History:

Introduced (New Policy): March 18, 2025

School Board First Reading: 4/9/2025

School Board Final Reading: 5/14/2025

Legal References:

Federal Statutes	Description
20 U.S.C. § 1400-1417	<u>Individuals with Disabilities Education Act (IDEA)</u>
29 U.S.C. 794	<u>Rehabilitation Act of 1973 (Section 504)</u>
42 U.S.C. 12101, et seq.	<u>Title II of The Americans with Disabilities Act of 1990</u>

Code	Description
IMG	<u>Animals in the School</u>
IMGA	<u>Service Animals</u>

JFABE- EDUCATION OF CHILDREN IN FOSTER CARE

Commented [1]: May 2024 - Minor change only to internal reference to sample policy JAFBD

Related Policies: EEA, JFA, JFAA, & JFABD

It is the Board's intent to remove barriers to the identification, enrollment and retention in school of children who are in foster care. All staff shall take reasonable steps to ensure that children in foster care are not segregated or stigmatized and that educational decisions are made in the best academic interests of those students.

A. Definition.

Under guidance issued jointly by NHDOE and the N.H. Department of Health and Human Services, and for the purposes of this Policy, "foster care" shall mean "24 hour substitute care for children placed away from their parents or guardians for whom the child welfare agency has placement and care responsibility. This includes children in foster family homes, shelters, relative foster homes, group homes and residential facilities, regardless of whether the foster care facility is licensed or whether payments are made by the state." To the extent required under applicable law, a child in foster care under this policy also includes children whom an appropriate child welfare agency indicates are awaiting a foster care placement. (Note: children awaiting foster care may also qualify as homeless under policy JFABD.

Commented [2]: This is literally the only change.

The District shall coordinate with other districts and with local child welfare agencies and other agencies or programs providing services to students in foster care as needed. The coordination requirements apply to both situations (i) when a student who is a resident of the District is placed in foster care in another district, or (ii) when a student residing in another district is placed foster care in a home within this District.

The Superintendent is responsible for providing any required assurances to applicable state and federal agencies that the District is complying with applicable requirements related to ensuring the educational stability of children in foster care; and for reasonably monitoring compliance with such assurances.

B. District Point of Contact with Child Welfare Agencies.

The Superintendent shall designate a staff member to serve as the District's point of contact (the "Foster Care POC") between the New Hampshire Division of Children, Youth and Families ("DCYF"), NHDOE, other districts, and other child welfare agencies. The main duty of the Foster Care POC is to facilitate the prompt and appropriate placement, transfer, and enrollment of students in foster care, pursuant to applicable state and federal statutes, regulations and guidance. Additionally, the Foster Care POC shall work with the Superintendent or designee to monitor regulations and guidance related to this policy that may be issued by applicable state and federal agencies (e.g., DCYF, NHDOE, and the U.S. Department of Education).

The District shall provide training opportunities and other technical assistance to the Foster Care POC and other appropriate district staff regarding the District's obligations to students in foster care.

C. Best Interest Enrollment Determinations, Disputes and Enrollment.

Generally, a student in foster care will remain in his/her school of origin, unless there is a determination that it is not in the student's best interest. The Foster Care POC shall assist DCYF or any other child welfare agency to make a "best interest determination" education decision, particularly the determination of whether or not it is in the best interest of the student in foster care to remain in his/her school of origin or to enroll in a new school. Unless local procedures are established in accordance with state and federal law, the District will use the model procedures prepared jointly by the NHDOE and DCYF.

If the determination is that the best interests of a child is not to remain in the school of origin, and instead placed within a new school within this District, the child in foster care shall be immediately enrolled in the new school ("receiving school"), even if any documents or records otherwise required for enrollment are not immediately available.

If there are disputes regarding a determination regarding the best interest determination for a child in foster care, it is expected that DCYF and the separate school districts, both sending and receiving, will work collaboratively at the local level to resolve the issue. Should there be no resolution, RSA 193.12, V-b, requires the Department of Health and Human Services to request in writing that the two Superintendents involved resolve the dispute. If the residency dispute remains unresolved after 10 days after such request, the Department of Health and Human Services shall request that the Commissioner of the Department of Education determine the residence of the child for purposes of school enrollment.

If a school within the District is a receiving school, such receiving school shall accept the student's certified coursework as if it had been completed at the receiving school. To the extent such coursework is not aligned with the curriculum, the awarded credit may be elective, but it must be counted toward required credits for advancement or graduation.

D. Transportation.

When the District is notified that a student in foster care needs, or may need, transportation to a District school, the Foster Care POC will take steps to establish an individualized plan that addresses transportation to maintain the student in his/her school of origin will be arranged, provided and funded for the duration of time that the student in foster care is attending his/her school of origin.

In establishing such a plan, the Foster Care POC and other district staff shall follow any existing transportation procedures, systems-level plan or agreement that the District, acting in collaboration with DCYF and/or other departments of human services, has adopted or otherwise expressly agreed to implement for the cost-effective transportation of the student. Out of District transportation of children in foster care shall be provided in accordance with

DCYF's or other child welfare agency's authority to use child welfare funding for school of origin transportation.

If there are disputes regarding the provision or funding of transportation, the school district foster care point of contact and child welfare agency representative will contact their respective Supervisor and Superintendent of the school to resolve the dispute. To the extent feasible and appropriate, the school districts involved should ensure that a child remains in his or her school of origin while the disputes are being resolved to minimize disruptions and reduce school transitions.

District Policy History:

First reading: October 9, 2019

Second reading/adopted: November 13, 2019

District revision history:

School Board First Reading: 4/9/2025

School Board Final Reading: 5/14/2025

Legal References:

- 20 U.S.C. 1232g (Family Educational Rights and Privacy Act – “FERPA”)
- 20 U.S.C. 1701-1758 (Equal Educational Opportunities Act of 1974 – “EEOA”)
- 20 U.S.C. 6311 (g)(1)(E) and 6312(c)(5) (provisions in ESSA regarding obligations to students in foster care)
- 42 U.S.C. 671 (a)(10) and 675 (1)(G) (child welfare agency requirements related to supporting normalcy for children in foster care and ensuring educational stability of children in foster care)
- 42 U.S.C. §11431 and §11432 (McKinney-Vento Homeless Assistance Act – Education for Homeless Children and Youth)
- Public Law 110-351, The Fostering Connections to Success and Increasing Adoptions Act of 2008
- 34 C.F.R. 200.30 (f)(1)(iii) (ESSA's definition of “foster care”)
- Plyler v. Doe, 457 U.S. 202 (1982)
- RSA 193:12, Legal Residence Required
- “N.H. Guidance on ESSA and Foster Care to Ensure that the Educational Needs of Children and Youth in Foster Care are Being Addressed”, January 2017, NHDOE and NHDHHS

JI- STUDENTS RIGHTS AND RESPONSIBILITIES

Commented [1]: May 2024, minor correction only, changed classification from "Recommended" to "Priority/Required by Law".

Category: Priority/Required by Law

Related Policies: JIC & JICD

Student rights and responsibilities shall be published annually in the applicable student handbook, and will be made available in another language or presented orally upon request. Student disciplinary procedures will be implemented pursuant to Board Policies JIC and JICD.

District Policy History:

Revised: March 18, 2025

School Board First Reading: 4/9/2025

School Board Final Reading: 5/14/2025

First revised on April 14, 2021

Adopted: May 12, 2021

Legal References:

RSA 189:15, Regulations

NH Code of Administrative Rules, Section Ed 306.04(a)(3), Student Discipline

NH Code of Administrative Rules, Section Ed 306.04(f), Student Discipline

NH Code of Administrative Rules, Section Ed 317.04(b), Disciplinary Procedures

JICD - STUDENT DISCIPLINE AND DUE PROCESS

Category Priority/Required by Law -The subject matter of these policies is required by state and or federal law.

Commented [1]: May 2024, (1) Changed section and paragraph references, and removed former footnote 4, all regarding Dept. of Education rule Ed 317 to reflect 2023 amendments to Ed 317; (2) corrected revision note for September 2021, as the original entry misstated the applicable statute;

*Related Policies: JI, JIC, JICI & JICK
See also Appendix JICD-R*

A. Policy Statement.

This policy establishes the substantive parameters, procedures and due process that shall apply before a student may be subject to temporary (same day) removal from classrooms or activities, restriction from activities, detentions, suspensions and/or expulsion. Pursuant to Board policy JIC, response to misconduct, including disciplinary measures and consequences should be designed to maximize student academic, emotional and social success, while at the same time assuring safety of all students, staff and school visitors. Administration of any of the consequences described in this policy shall be consistent with the system of supports and graduated sanctions established pursuant to Policy JIC and the applicable Student Code of Conduct.

B. Standards and Procedures Relative to Disciplinary Consequences.

1. **"Removal from the classroom"** means a student is sent to the building Principal's office or other designated area during the same school day. It is within the discretion of the person in charge of the classroom or activity to remove the student.

Students may be removed from the classroom at the classroom teacher's discretion if the student refuses to obey the teacher's directives, becomes disruptive, fails to abide by school or District rules, or the Code of Conduct, or otherwise impedes the educational purpose of the class. Before ordering the removal, the staff member ordering the removal shall warn the student of the infraction and allow the student to respond.

~~Detentions~~ **Removals under this policy** are not appealable.

2. **"Restriction from school activities"** means a student will attend school and classes, but will not participate in other school extra-curricular activities, including such things as competitions, field trips, and performances. A student who has been restricted from school activities may participate in practices at the discretion of the person imposing the restriction.

Before ordering the restriction, the supervising employee (e.g., teacher, coach, director, Principal, etc.) ordering the restriction shall warn the student of the infraction and allow the student to respond. If the restriction is immediate and outside of school hours, provision must be made to assure the student is not left unsupervised. The terms of the restriction shall be communicated to the Principal and the student's parent/guardian.

Restrictions under this policy are not appealable.

3. **"Detention"** means the student's presence is required for disciplinary purposes before or after the hours when the student is assigned to be in class, and may occur on one or more Saturdays.

Students may be assigned classroom detention at the classroom teacher's discretion, and building detention at the Principal's discretion, if the student refuses to obey the teacher/employee's directives, becomes disruptive, fails to abide by printed classroom, school or District rules, or the Code of Conduct, or otherwise impedes the educational purpose of the class. Before ordering the detention, the staff member ordering the detention shall warn the student of the infraction and allow the student to respond. Parents/guardians shall be notified at least 24 hours prior to a student serving detention.

Detentions before or after school shall not exceed one hour, and Saturday detentions shall not exceed three hours. The building Principal is authorized to establish, announce and post additional guidelines and rules regarding detention, supervision, building access, etc. The length and timing of the detention, is within the discretion of the licensed employee disciplining the student or the building Principal, pursuant to the posted rules of the school.

Detentions are not appealable.

4. **"Temporary Reassignment"** or "in-school suspension" means the student will attend school but will be temporarily isolated from one or more classes while under supervision. A temporary reassignment should not exceed five consecutive school days. Parents/guardians shall be notified at least 24 hours prior to the administration of a temporary reassignment.

The building Principal is authorized to issue reassignment, restrictions from activities, or place a student on probation for repeated failure to conform to the Student Code of Conduct, classroom rules, or for any conduct that causes material or substantial disruption to the school/class environment, interferes with the rights of others, presents a threat to the health and safety of students, employees, and visitors, is otherwise inappropriate, or is prohibited by law.

5. **"Probation"** means a student is given a conditional suspension of a penalty for a definite period of time in addition to being reprimanded. The conditional suspension will mean the student must meet the conditions and terms for the suspension of the penalty. Failure of the student to meet these conditions and terms will result in reinstatement of the penalty. Notwithstanding the assignment of probation, no imposition of the suspended consequence may be administered unless and until all of the provisions of this policy applicable to the suspended consequence (i.e., long-term suspension, expulsion, etc.) are satisfied. **The building principal is authorized to place a student on probation for any of the reasons stated in paragraph 4, above.**

6. **“Out-of-school suspension”** means the temporary denial of a student's attendance at school for a specific period of time. It includes short-term and long-term out of school suspensions.

- a. **Short-term suspension.** A “short-term suspension” means an out-of-school suspension of ten (10) consecutive school days or less. RSA 193:13, I (a).

The Superintendent or his/her written designee is authorized to suspend a student for ten (10) school days or less.

A short term suspension may be imposed only for:

- i. Behavior that is detrimental to the health, safety, or welfare of pupils or school personnel (including, but not limited to, an act of theft, destruction or violence, as defined in RSA 193-D:1); or
- ii. Repeated and willful disregard of the reasonable rules of the school that is not remediated through imposition of the district's graduated sanctions described in JIC and the Student Code of Conduct.

Pursuant to RSA 193:13, XI(b) and Board policy JIC, a short-suspension over 5 days must conform to the standards included in the Student Code of Conduct.

Before any short-term suspension may be imposed, a student is entitled to the minimum due process (notice before meeting of the charge and explanation of evidence, notice of the possibility of suspension, opportunity for the student to respond, and a written decision explaining the disciplinary action taken). See New Hampshire Department of Education Rule Ed 317.04(f)(1).

- b. **Long-term suspension.** A “long-term suspension” is the extension or continuation of a short-term suspension for a period **not to exceed an additional 10 days** beyond the duration of the short-term suspension.

The Superintendent is authorized to continue the suspension and issue a long-term suspension of a pupil for a period in excess of ten (10) school days, provided only that if the Superintendent issued the original short-term suspension, then the School Board may designate another person to continue the short-term suspension and issue the long-term suspension.

A long-term suspension may only be imposed for:

- i. an act that constitutes an act of theft, destruction or violence, as defined in RSA 193-D;
- ii. bullying pursuant to Board policy JICK when the pupil has not responded to targeted interventions and poses an ongoing threat to the safety or welfare of another student; or
- iii. possession of a firearm, BB gun, or paintball gun.

Prior to a long-term suspension, the student will be afforded a hearing on the matter. The informal hearing need not rise to the level and protocol of a formal hearing, but **the process must comply with the requirements of Ed 317.04 (f)(2), and (f)(3)(g)**, including, without limitation, the requirements for advance notice and a written decision.

- c. Appeal of long-term suspension. Any long-term suspension issued other than by the School Board under this policy, is appealable to the School Board, provided the Superintendent or School Board chair receives the appeal in writing within ten (10) days after the issuance of the Superintendent's hearing and written decision required under N.H. Dept. of Education Rule Ed. 317.04 (f)(2)c, and sub-paragraph B.6.b, above. The Board shall hold a hearing on the appeal, but will rely upon the record of the decision being appealed from.

Any suspension in excess of ten (10) school days shall remain in effect while this appeal is pending unless the School Board stays the suspension while the appeal is pending. Any request to stay a long-term suspension should be included in the original appeal.

- d. Educational Assignments. As required by RSA 193:13, V, educational assignments shall be made available to students during both short and long term suspensions.
- e. Alternative Educational Services. The school shall provide alternative educational services to a suspended pupil whenever the pupil is suspended **in excess of 20 cumulative days** within any school year. The alternative educational services shall be designed to enable the pupil to advance from grade to grade.
- f. Re-entry Meetings and Intervention Plans. Prior to returning to regular classes, a suspended student, and parent/guardian (when available) shall meet with the building Principal or his/her designee to assist the student in smoothly returning to the school setting.

Any time a pupil is suspended **more than 10 school days in any school year**, upon the pupil's return to school the school district shall develop an intervention plan designed to proactively address the pupil's problematic behaviors by reviewing the problem behavior, re-teaching expectations, and identifying any necessary supports.

- g. Attendance Safe Harbor. A student may not be penalized academically solely by virtue of missing class due to a suspension.
7. **"Expulsion"** means the complete denial of a pupil's attendance at school for any of the reasons listed in RSA 193:13, II and IV.
- a. Grounds for Expulsion. An expulsion may only be imposed for an act that poses an ongoing threat to the safety of students or school personnel AND that constitutes:
 - i. A repetition of an act that warranted long term suspension under section B.6.b, above;

- ii. Any act of physical or sexual assault that would be a felony if committed by an adult;
- iii. Any act of violence pursuant to RSA 651:5, XIII;
- iv. Criminal threatening pursuant to RSA 631:4, II(a); **OR**
- v. For bringing or possessing a firearm as defined in Section 921 U.S.C. Title 18 within a safe school zone as prohibited under RSA 193-D:1, or under the Gun Free School Zones Act, unless such pupil has written authorization from the Superintendent.

Before expelling a pupil, the Board shall consider each of the following factors:

- (1) The pupil's age.
 - (2) The pupil's disciplinary history.
 - (3) Whether the pupil is a student with a disability.
 - (4) The seriousness of the violation or behavior committed by the pupil.
 - (5) Whether the school district or chartered public school has implemented positive behavioral interventions under paragraph V.
 - (6) Whether a lesser intervention would properly address the violation or behavior committed by the pupil.
- b. Due Process to Be Afforded Prior to Expulsion. Prior to any expulsion, the District will ensure that the **due process standards set forth in Ed 317.04(f)(3) through 317.04 (m)** are followed.
 - c. Duration of Expulsion. An expulsion will run for the duration stated in the written decision or until the School Board or Superintendent restores the student's permission to attend school as provided in this policy. An expulsion relating to a firearm in a safe school zone per B.7.a.v, shall be for a period of not less than 12 months.
 - d. Educational Services. The Superintendent is authorized, but not required, to arrange for educational services to be provided to any student residing in the District who has been expelled by the District or by any other school.

C. Modification or Reinstatement After Suspension or Expulsion.

Expelled or suspended students may request a modification of, or reinstatement from, an expulsion or suspension as provided below. Except for students establishing residency from out-of-state, requests for modification or reinstatement from expulsion/suspension shall be submitted in writing to the Superintendent no later than August 15. The request should set forth the reasons for the request, and include additional information to establish that it is in the best interest of the student and school community to reinstate the student. Such additional information may include such things as work history, letters of reference, medical information, etc. All reinstatements shall include an Intervention Plan as described in paragraph B.6.f, above, including such conditions as the reinstating authority (Superintendent or Board) deem appropriate.

1. **Modification by Superintendent.** Subject to all other applicable laws, regulations and Board policies, and paragraph C.3, below (relating to firearms), the Superintendent is authorized to reinstate any student who has been suspended or expelled from a school in this District, and or enroll a student suspended or expelled from another school or district, on a case-by-case basis.
2. **Review and reinstatement by Board.** A student may request the School Board (of the district of attendance) to review an expulsion decision prior to the start of each school year by filing a written request with the Superintendent detailing the basis of the request. The Board will determine whether and in what manner it will consider any such request after consultation with the Superintendent.
3. **Modification of Expulsion for Firearms.** A student who has been expelled from this District or any other public or private school for bringing or possessing a firearm in a safe school zone as prohibited under RSA 193-D1, or under the Gun Free Schools Act, may only be reinstated or enrolled if the Superintendent first determines: possession of the firearm was inadvertent and unknowing; the firearm was for sporting purposes and the student did not intend to display the firearm to any other person while within the safe schools zone; the student is/was in the fifth or lower grade when the incident occurred; or 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.

Additionally, the School Board may enroll a student expelled from a school outside of New Hampshire for a violation of the Gun Free Schools Act upon the student establishing residency.

- D. **Appeals to State Board of Education.** Any decision by the Board (i) to expel a student, (ii) not to reinstate a student upon request, or (iii) enroll a student from another state who had been expelled for a violation of the Gun Free Schools Act, may be appealed to the State Board of Education at any time that the expulsion remains in effect, subject to the rules of the State Board of Education.
- E. **Sub-committee of Board.** For purposes of sections B.6 and B.7 of this policy, "Board" or "School Board" may either be a quorum of the full Board, or a subcommittee of the Board duly authorized by the School Board.
- F. **Superintendent and Principal Designees.**

Except where otherwise stated in this policy, the Superintendent may delegate any authority s/he has under this policy, and a principal may delegate any authority s/he has under this policy, to other appropriate personnel.

- G. **Disciplinary Removal of Students with Disabilities.**

If a student is disabled under the Individuals with Disabilities Act (IDEA), the New Hampshire RSA 186-C, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, or any other law providing special rights to disabled students, those laws shall govern and shall supersede these local policies to the extent these local policies are

inconsistent with those laws. Accordingly, any suspension or expulsion of a child with a disability as defined in Ed 1102.01(t) shall be in accordance with Ed 1124.01.

H. Notice and Dissemination.

This policy shall be made available to families, students and staff as provided in Board policy JIC.

I. Conflict in Law or State Regulation.

If any provision of this policy shall conflict with State or Federal law, or regulation of the New Hampshire Department of Education, then such law or regulation shall apply, and the remainder of the policy shall be read and interpreted to be consistent with the law or regulation. School administrators and families are strongly encouraged to review the links for pertinent statutes and laws as referenced in this policy.

District Policy History:

Revised March 18, 2025

School Board First Reading: 4/9/2025

School Board Final Reading: 5/14/2025

First reading: February 9, 2022

Second reading/adopted: March 9, 2022

Legal References:

18 U.S.C. § 921, Et seq., Firearms

20 U.S.C. § 7151, Gun-Free Schools Act

RSA 189:15, Regulations

RSA 193:13, Suspension & Expulsion of Pupils

RSA Chapter 193-D, Safe Schools Zones

RSA 631:4, Criminal Threatening

RSA 651:5, XIII "Act of Violence"

NH Code of Administrative Rules, Section Ed 306.04(a)(3), Discipline

NH Code of Administrative Rules, Section Ed 306.04(f), Student Discipline Policy

NH Code of Administrative Rules, Section Ed. 306.04(g), Suspension & Expulsion

NH Code of Administrative Rules, Section Ed 317.04, Suspension and Expulsion of Pupils

Assuring Due Process Disciplinary Procedures

In re Keelin B., 162 N.H. 38, 27 A.3d 689 (2011)

JJJ- ACCESS TO PUBLIC SCHOOL PROGRAMS BY NONPUBLIC, CHARTER SCHOOL AND HOME EDUCATED PUPILS

Category: Required by law

All pupils residing in the District, whether they are home educated, or are attending public chartered school or nonpublic schools, shall have access to curricular courses and co/extra-curricular programs offered by the District in accordance with RSA 193:1-c and these administrative regulations.

~~The District will comply with the provisions of RSA 193:1-c allowing pupils who attend nonpublic schools, charter schools or are home educated equal access to the District's curricular courses and co/extra-curricular programs. The District recognizes that any School Board policies regulating participation in curricular courses and co/extra-curricular programs, cannot be more restrictive for non-public, public chartered school, or home educated pupils than the policy governing the District's resident pupils.~~

A. Equal Access to District Courses and Programs.

Non-enrolled district students will have the same access as enrolled students to the District's courses and programs. Non-enrolled district students shall not be subject to any policies, procedures or standards with respect to participation in the District's courses or programs that are more restrictive than those governing the District's enrolled students. Non-enrolled district students, however, must meet the same eligibility criteria as the District's students as described in paragraph B below.

The district allows non-enrolled district students to participate on an equal basis in courses and programs offered by the district provided they meet the eligibility requirements for participation (e.g., deadlines for registration, academic progress/performance, parental permission, third party (e.g., NHIAA) requirements, physical exams/health requirements, etc).

In the event that a course or program has reached capacity, selection between enrolled students and non-enrolled district students must be made using the same criteria, such as registration deadlines, registration dates, audition/tryout, seniority by grade, etc. If, after applying such criteria the course/program remains overenrolled, the determination should be made randomly.

If a student or their parent/guardian believes that they have not been given equal opportunity for participation in district programs, then they may appeal as outlined in Board policy JJA-R.

B. Participation in Curricular Courses.

In order to participate in the District's curricular courses, non-enrolled district students must meet the eligibility criteria that applies to students enrolled in the school district. The building Principal will provide this eligibility criteria to parents or guardians of non-enrolled district students upon request.

Commented [1]: August 2022, sample JJJ was substantially revised in conjunction with revisions to IHBG, JJA and JJJ, as well as accompanying procedural documents JJA-R and JJJ-R to better coordinate the "equal access" provisions relating to home educated and other non-enrolled district students' participation in public school district courses, programs and activities as required under RSA 193:1-c and 193-A:6, III. In addition to the comprehensive revisions to the text of JJJ, the policy category was changed from "Recommended" to "Priority/Required by Law" to reflect the 2022 passage of HB1663, which amended 193:1-c to include such a policy.

Parents/guardians shall submit requests for participation in District courses in writing to the building Principal consistent with Board procedures JJJ-R. The building Principal will verify that the eligibility standards are the same as those that apply to students enrolled in the school district.

The Principal will determine if a non-enrolled district student has satisfied eligibility criteria and prerequisites in the same manner as s/he would:

1. for determining whether a course satisfies requirements for awarding credits (Board policy IK); and
2. for assigning to classes or grade levels and for students transferring from other schools (Board policy JG).

In making the determination, the Principal should consider home education evaluation materials (see RSA 193-A:6, III), course descriptions, syllabi, and/or any other relevant information offered by the parent/guardian of the student.

Requests for the related services including, but not limited to, physical therapy, occupational therapy, speech therapy, counseling, psychological, guidance, and/or special education services shall be referred to the Student Services Director. If a dispute arises between the parent/guardian and the District as to the pupil's right to these services, the Student Services Director shall inform the Superintendent, who shall consult the District's attorney for a legal opinion.

C. Use of School Texts and Library Materials.

Non-enrolled district students will be permitted to use the school library, borrow school texts and borrow library materials under the same conditions and rules as pupils enrolled in the District.

D. Participation in Activities and Co/extra-curricular Programs.

Requests by non-enrolled district students for participation in District co-curricular/ extra-curricular activities or programs ("activities") shall be made in writing by the parent/guardian to the building Principal. The building Principal shall ensure that there is equal treatment and opportunity of non-enrolled district students relative to their participation in District activities.

In order to participate in District activities, non-enrolled district students must:

1. Meet the eligibility criteria for participation in the activity that apply to students enrolled in the school district, with the exception of school attendance;
2. Meet any tryout criteria or their equivalent for participation in the activity that apply to students enrolled in the school district (see Board policy JJA); and
3. Comply with all policies, rules and regulations or their equivalent of the governing organization of the activity (see Board policy JJA).

Non-enrolled district students participating in district co-curricular and extra-curricular activities are subject to the same fees charged enrolled students for the activity.

E. Appeals.

Any student/parent/guardian who believes that the district's policies/regulations or the State's laws/regulations pertaining to a non-enrolled district student's access to a course or program have not been appropriately or fairly interpreted may appeal as follows:

If the original decision being appealed was made by the Principal, then the "Principal" as used in steps 1-4 shall refer to the "Superintendent", and the Superintendent's decision shall be final. Step 5 shall not apply.

1. Submit a letter to the building Principal stating the nature of the concern and requesting a hearing.
2. Within five (5) school days the Principal will convene a meeting with him/herself, the student and/or parents, the coach/advisor, and a teacher(s).
3. The student/parent will be given an opportunity to explain why they believe the student should be eligible for participation. Additionally, the student/parent may present information, documents or other material in support of their position. The Principal shall prepare minutes of the meeting.
4. The Principal will consider all information available and will make a final decision within three (3) school days following the meeting. The Principal will notify and inform the student/parents of his/her decision in writing via email. When time is of the essence, the Principal should first convey the basic conclusion as soon as practicable via telephone or email.
5. The student/parent/guardian may within 3 days of the Principal's email of the decision submit a written request for further review by the Superintendent. The written request should describe why the Principal's decision should not be upheld. The Superintendent may decide without further information to uphold the Principal's decision, or may determine a further meeting is necessary. In either event, the Superintendent's decision will be final. If the parent/guardians do not request a review by the Superintendent, then the Principal's decision will be final as of the fourth day after the Principal's written decision was transmitted to the parents/guardians.

F. Administrative Regulations or Procedures.

The Superintendent or designee may adopt such administrative regulations or procedures as s/he deems appropriate in order to implement this policy.

District Policy History:

Revised: March 18, 2025

School Board First Reading: 4/9/2025

School Board Final Reading: 5/14/2025

Original introduction and adoption: November 14, 2018

Legal References:

NH Statutes	Description
RSA 193-A:6	<u>(Home Education), Records; Evaluation</u>
RSA 193:1-c	<u>Access to Public School Programs by Nonpublic or Home Educated Pupils</u>
Code	Description
IHBG	<u>Home Education Instruction</u>
IK	<u>Earning of High School Credit</u>
JG	<u>Assignment of Students to Classes and Grade Levels</u>
JJA	<u>Student Activities & Organizations</u>
JJA-R(1)	<u>Student Activities & Organizations - Eligibility Standards</u>
JJIB	<u>School Sponsored Athletic Programs</u>
JJIC	<u>Eligibility for Interscholastic Athletics</u>

JKAA - USE OF RESTRAINTS AND SECLUSION

Category: Priority required by law

A. Policy Statement. This policy is designed to help ensure the safety and dignity of all students by limiting and regulating the use of restraint and seclusion only as crisis or emergency responses. Restraint and seclusion of students is prohibited in the District except as described below.

B. Definitions: For the purposes of this policy,

1. "Restraint" means bodily physical restriction, mechanical devices, or any device that immobilizes a person or restricts the freedom of movement of the torso, head, arms, or legs. It includes mechanical restraint, physical restraint, and medication restraint used to control behavior in an emergency or any involuntary medication. It is limited to actions taken by persons who are school or facility staff members, contractors, or otherwise under the control or direction of a school or facility
 - (b) "Restraint" shall not include:
 - (1) Brief touching or holding to calm, comfort, encourage, or guide a child, so long as limitation of freedom of movement of the child does not occur.
 - (2) The temporary holding of the hand, wrist, arm, shoulder, or back for the purpose of inducing a child to stand, if necessary, and then walk to a safe location, so long as the child is in an upright position and moving toward a safe location.
 - (3) Physical devices, such as orthopedically prescribed appliances, surgical dressings and bandages, and supportive body bands, or other physical holding when necessary for routine physical examinations and tests or for orthopedic, surgical, and other similar medical treatment purposes, or when used to provide support for the achievement of functional body position or proper balance or to protect a person from falling out of bed, or to permit a child to participate in activities without the risk of physical harm.
 - (4) The use of seat belts, safety belts, or similar passenger restraints during the transportation of a child in a motor vehicle.
 - (5) The use of force by a person to defend himself or herself or a third person from what the actor reasonably believes to be the imminent use of unlawful force by a child, when the actor uses a degree of such force which he or she reasonably believes to be necessary for such purpose and the actor does not immobilize a child or restrict the freedom of movement of the torso, head, arms, or legs of any child.
- a. "Medication restraint" occurs when a child is given medication involuntarily for the purpose of immediate control of the child's behavior.

Commented [1]: September 2024 - Minor correction only. Last sentence of section K was moved to new section L, and labeled accordingly. May 2024, endnote ii edited to reflect that the NH DOE report form was made available in late January. DOE form and Technical Advisory are available through live links in the "see more" section in the heading for this sample JKAA. September 2023, Substantial revisions and reformatting throughout. The impetus for revision was the 2023 passage of SB179 and HB491, both amending provisions of RSA 126-U. SB179 refined the definition of seclusion, and added a requirement for use of "co-regulators". SB179 further requires the Dept. of Education and Dept. of Health and Human Services to develop a form for reporting the information required in RSA 126-U:7, II. As of preliminary release of this revision (9/8/2023), the form had not been released. HB491 added a specific definition and prohibition of the use of "prone restraint" (previously would have been prohibited as a form of dangerous restraint technique). Sections also added to sample policy relative to mandated reporting for violations of RSA 126-U, and review of IEPs, 504 plans, behavior intervention plans, or other such individualized plans following use of restraint or seclusion.

- b. **“Mechanical restraint”** occurs when a physical device or devices are used to restrict the movement of a child or the movement or normal function of a portion of his or her body.
 - c. **“Physical restraint”** occurs when a manual method is used to restrict a child’s freedom of movement or normal access to his or her body.
 - d. **“Prone restraint”** is a prohibited physical restraint technique which occurs when a child is intentionally placed face-down on the floor or another surface, and the child’s physical movement is limited to keep the child in a prone position. For the purpose of this definition, physical restraint that involves the temporary controlling of an individual in a prone position while transitioning to an alternative, safer form of restraint is not considered to be a prohibited form of physical restraint.
 - e. **Exceptions to definition of restraint.** The term “restraint” DOES NOT, however, include:
 - i. Brief touching or holding to calm, comfort, encourage, or guide a child, so long as limitation of freedom of movement of the child does not occur.
 - ii. The temporary holding of the hand, wrist, arm, shoulder, or back for the purpose of inducing a child to stand, if necessary, and then walk to a safe location, so long as the child is in an upright position and moving toward a safe location.
 - iii. Physical devices, such as orthopedically prescribed appliances, surgical dressings and bandages, and supportive body bands, or other physical holding when necessary for routine physical examinations and tests or for orthopedic, surgical, and other similar medical treatment purposes, or when used to provide support for the achievement of functional body position or proper balance or to protect a person from falling out of bed, or to permit a child to participate in activities without the risk of physical harm.
 - iv. The use of seat belts, safety belts, or similar passenger restraints during the transportation of a child in a motor vehicle.
 - v. The use of force by a person to defend himself or herself or a third person from what the actor reasonably believes to be the imminent use of unlawful force by a child, when the actor uses a degree of such force which he or she reasonably believes to be necessary for such purpose and the actor does not immobilize a child or restrict the freedom of movement of the torso, head, arms, or legs of any child.
2. **“Dangerous Restraint Technique”** are prohibited forms of restraint and/or behavior techniques that include:
- a. Prone restraint, or any other physical restraint or containment technique that:
 - i. Obstructs a child’s respiratory airway or impairs the child’s breathing or respiratory capacity or restricts the movement required for normal breathing;
 - ii. Places pressure or weight on, or causes the compression of, the chest, lungs, sternum, diaphragm, back, or abdomen of a child;
 - iii. Obstructs the circulation of blood;
 - iv. Involves pushing on or into the child’s mouth, nose, eyes, or any part of the face or involves covering the face or body with anything, including soft objects such as pillows, blankets, or washcloths; or
 - v. Endangers a child’s life or significantly exacerbates a child’s medical condition.

- b. The intentional infliction of pain, including the use of pain inducement to obtain compliance.
- c. The intentional release of noxious, toxic, caustic, or otherwise unpleasant substances near a child for the purpose of controlling or modifying the behavior of or punishing the child.
- d. Any technique that unnecessarily subjects the child to ridicule, humiliation, or emotional trauma.
- e. Other forms of physical and medical restraint shall be administered in such a way so as to prevent or minimize physical harm. During the administration of restraint, the physical status of the child, including skin temperature, color, and respiration, shall be continuously monitored. The child shall be released from restraint immediately if they demonstrate signs of one or more of the following: difficulty breathing; choking; vomiting; bleeding; fainting; unconsciousness; discoloration; swelling at points of restraint; cold extremities, or similar manifestations.

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

The term **"seclusion"** **DOES NOT**, ~~shall not~~ **however**, include the voluntary separation of a child from a stressful environment for the purpose of allowing the child to regain self-control, when such separation is to an area which a child is able to leave; ~~Seclusion does not include circumstances in which there is no physical barrier, between the child and any other person or~~ **and the child is physically able to leave; the place.** ~~or involuntary confinement of a child to a room or area with an adult who is actively engaging in a therapeutic intervention. A circumstance may be considered seclusion even if a window or other device for visual observation is present, if the other elements of this definition are satisfied. A circumstance may be considered seclusion even if a window or other device for visual observation is present, if the other elements of this definition are satisfied.~~

4. **"Child"** means a person who has not reached the age of 18 years and who is not under adult criminal prosecution or sentence of actual incarceration resulting therefrom, either due to having reached the age of 17 years or due to the completion of proceedings for transfer to the adult criminal justice system under RSA 169-B:24, RSA 169-B:25, or RSA 169-B:26. "Child" also includes a person in actual attendance at a school who is less than 22 years of age and who has not received a high school diploma.
- C. **Training Required.** Under RSA 126-U:5, II, the restraint may only be used/implemented by trained school staff, while 126-U:5-a, II applies the same limitation to the use of seclusion. The Superintendent shall ensure that:
- 1. each school building has staff who have been appropriately trained in the proper and safe implementation of seclusion or restraint techniques;
 - 2. each school building has staff who have been appropriately trained and are authorized to assess the mental, emotional, and physical well-being of a student relative to a period of restraint that exceeds 30 minutes in conditions described in , below; and

3. all employees, designated volunteers and other persons who are required to have criminal history background checks under Board policy GBCD receive *general training* in the requirements and prohibitions of this policy, as well as basic de-escalation procedures. *Personnel who have only received such general training are not authorized to use restraint or seclusion upon any student.*

D. Procedures for Managing The Behavior of Students. General procedures for managing student behavior are found in Board policies, each school's Code of Conduct, and student handbooks. Behavior of individual students may be addressed in applicable individualized educational plans, 504 plans, behavior intervention plans, or other such individualized documents. The Superintendent is authorized to establish procedures for managing the behavior **and to implement this Policy as needed.** Such procedures shall be consistent with **all Board policies** ~~this policy~~ and all applicable laws **or regulations.** The Superintendent is further authorized to establish any other procedures necessary to implement this policy and/or any other legal requirements.

E. Provisions Governing the Circumstances in Which - and Conditions by Which - Forms of Restraint May and May Not Be Used:

1. Authorized Use of Restraint.

~~Restraint will only be used to ensure the immediate physical safety of any person when there is a substantial and imminent risk of serious bodily harm to the student or others.~~

~~Restraint will only be used by trained school staff.~~

~~Restraint will not be as punishment for the behavior of a student.~~

~~Restraint will not be imposed for longer than is necessary to protect the student or others from the substantial and imminent risk of serious bodily harm.~~

~~No period of restraint of a student may exceed 15 minutes without the approval of a supervisory employee designated by the director to provide such approval. No period of restraint of a student may exceed 30 minutes unless an assessment of the mental, emotional, and physical well-being of the student is conducted by a trained and authorized employee.~~

a. General.

- i. *Restraint may only be used by trained personnel using extreme caution when **all other interventions have failed or have been deemed inappropriate.***
- ii. *The determination of whether the use of restraint is justified in a specific instance must be made with consideration of all relevant circumstances, including whether continued acts of violence by a child to inflict damage to property will create a substantial risk of serious bodily harm to the child or others.*
- iii. *Restraint may only be used to ensure the immediate physical safety of any person when there is a substantial and imminent risk of serious bodily harm to the student or others.*
- iv. *Restraint shall never be used either explicitly or implicitly as punishment for the behavior of a child.*

- v. Restraint will not be imposed for longer than is necessary to protect the student or others from the substantial and imminent risk of serious bodily harm.
- vi. Restraint will be *discontinued immediately* if a child demonstrates signs of one or more of the following: difficulty breathing; choking; vomiting; bleeding; fainting; unconsciousness; discoloration; swelling at points of restraint; cold extremities; or similar manifestations.

- b. **Restraint Periods Exceeding 15 Minutes.** Pursuant to RSA 126-U:11, no period of restraint of a student may exceed 15 minutes without the approval of a supervisory employee designated by the Superintendent or Principal to provide such approval.

However, no period of restraint of a student may exceed 30 minutes unless an assessment of the mental, emotional, and physical well-being of the student is conducted by an employee trained and authorized to make such assessments.

Such assessments shall be repeated at least every 30 minutes during the period of restraint. Each such assessment shall be documented in writing and such records shall be retained as part of the Written Notification required in Section G.1.c. below.

- 2. **Prohibition of Certain Forms of Restraint.** The use of any dangerous restraint technique as defined in Section B, above, is prohibited. Additionally, medical and mechanical restraints are prohibited except that limited mechanical restraint may be used in transportation as described in and subject to the conditions set forth in paragraph 3, of this Section.
- 3. **Limited Use of Mechanical Restraints During Transportation.** Pursuant to RSA 126-U:6, the use of Mechanical Restraints is generally prohibited. However, RSA 126-U:12 allows the use of mechanical restraint during transportation when case-specific circumstances dictate that such methods are necessary.

Whenever a student is transported to a location outside the school, the Superintendent or designee will ensure that all reasonable and appropriate measures consistent with public safety are made to transport or escort the student in a manner which:

- a. Prevents physical and psychological trauma;
- b. Respects the privacy of the child; and
- c. Represents the least restrictive means necessary for the safety of the child.

Whenever a student is transported using mechanical restraints, the Superintendent or designee will document in writing the reasons for the use of the mechanical restraints as described in Section G.3 below.

- 4. **Reporting and Notification.** Any occurrence or incident or occurrence in which restraint is used shall be followed by reports and notification as described in Section G, below.

F. Use of Seclusion.

- 1. **Circumstances in Which - and Conditions by Which - Seclusion May and May Not Be Used.**

The School Board recognizes the statutorily imposed conditions of seclusions and hereby adopts those conditions, as defined by RSA 126-U:5-b.

Seclusion may only be used when a student's behavior poses a substantial and imminent risk of physical harm to the student or others.

Seclusion will be used only by trained school staff.

Seclusion will not be used as a form of punishment for the behavior of a student.

- a. Seclusion may only be used by personnel trained in the proper use of seclusion as provided in Section C, above.
 - b. Seclusion may only be used when a student's behavior poses a substantial and imminent risk of physical harm to the student or others and may only continue until that danger has dissipated.
 - c. Seclusion shall only be used after other approaches to the control of behavior have been attempted and been unsuccessful or are reasonably concluded to be unlikely to succeed based on the history of actual attempts to control the behavior of a particular child.
 - d. Seclusion will not be used explicitly or implicitly as a form of punishment or discipline for the behavior of a student.
 - e. Seclusion shall not be used in a manner that unnecessarily subjects the child to the risk of ridicule, humiliation, or emotional or physical harm.
2. **Conditions of Seclusion.** When seclusion is permitted under this policy,
- a. it may only be imposed in rooms which:
 - i. Are of a size which is appropriate for the chronological and developmental age, size, and behavior of the children placed in them.
 - ii. Have a ceiling height that is comparable to the ceiling height of the other rooms in the building in which they are located.
 - iii. Are equipped with heating, cooling, ventilation, and lighting systems that are comparable to the systems that are in use in the other rooms of the building in which they are located.
 - iv. Are free of any object that poses a danger to the children being placed in the rooms.
 - v. Have doors which are either not equipped with locks or are equipped with devices that automatically disengage the lock in case of an emergency. For the purposes of this subparagraph, an "emergency" includes, but is not limited to:
 - A. The need to provide direct and immediate medical attention to a child;
 - B. Fire;
 - C. The need to remove a child to a safe location during a building lockdown; or
 - D. Other critical situations that may require immediate removal of a child from seclusion to a safe location.

- b. Each use of seclusion shall be directly and continuously visually and auditorily monitored by a person trained in the safe use of seclusion (e.g., in person, window with accommodation for sound, video with audio feed).
3. **Required Use of Co-Regulators.** When seclusion is used, the Principal, or when the Principal is not immediately available, the Principal's designee or the then supervising employee, shall designate a co-regulator to monitor the child and develop a plan to help the child manage their state of regulation and their return to a less restrictive setting. The co-regulator shall check the child at regular intervals not to exceed 30 minutes in length. The co-regulator shall be selected and designated in the following order of preference:
 - a. A trusted adult selected by the child.
 - b. A clinician or counselor trained in trauma informed practices.
 - c. A staff member known to have a positive relationship with the child.
 - d. A staff member who was **NOT** involved in the incident that led to seclusion.
4. **Reporting and notification.** Any occurrence or incident in which seclusion is used shall be documented and followed with reports and notification as described in Section G, below. Multiple incidents of seclusion/restraint may be present within a single occurrence, and should be individually described within the reports and notifications.

Prohibition of Dangerous Restraint Techniques:

The School Board recognizes and hereby prohibits the use of "dangerous restraint techniques" as defined in RSA 126 U:4.

G. Reporting, Notification, and Record-Keeping Requirements and Parental Notification:

In the event restraint or seclusion is used on a student, the building principal will, within 24 hours, verbally notify the student's parents/guardian of the occurrence.

The building principal will, within 5 business days after the occurrence, submit a written notification/report to the Superintendent. The notification shall contain all the requirements and information as mandated by RSA 126 U:7, II. The Superintendent may develop a reporting form or other documents necessary to satisfy these reporting requirements.

Unless prohibited by court order, the Superintendent will, within 2 business days of receipt of the notification required in the above paragraph, send by first class mail to the child's parent or guardian the information contained in the notification/report. Each notification/report prepared under this section shall be retained by the school for review in accordance with state board of education rules and the department of health and human services rules.

If a school employee has intentional physical contact with a student in response to a student's aggressive misconduct or disruptive behavior, the building principal will make reasonable efforts to inform the student's parent or guardian as soon as possible, but no later than the end of the school day. The building principal will also prepare a written report of the incident within five (5) business days of the incident. The report will include information required under RSA 126 U:7, V.

Transportation: (RSA 126 U:12)

The school district will not use mechanical restraints during the transportation of children unless ease-specific circumstances dictate that such methods are necessary.

Whenever a student is transported to a location outside the school, the Superintendent or designee will ensure that all reasonable and appropriate measures consistent with public safety are made to transport or escort the student in a manner which:

1. Prevents physical and psychological trauma;
2. Respects the privacy of the child; and
3. Represents the least restrictive means necessary for the safety of the child.

Whenever a student is transported using mechanical restraints, the Superintendent or designee will document in writing the reasons for the use of the mechanical restraints.

1. Restraint and Seclusion. Whenever restraint or seclusion has been used on a child, the following shall apply:

- a. Immediate verbal report to Principal, designee or then current supervising employee: Immediately after the occurrence of seclusion or restraint and any threat to safety is no longer imminent, the employee who uses seclusion or restraint shall provide verbal notice to the Principal, Principal's designee or other supervising employee on duty.
- b. Initial Notification to Parent/Guardian: Upon receipt of a report of the use of seclusion or restraint, and unless prohibited by court order, the Principal, Principal's designee, or other supervising employee who received the immediate verbal report described in Paragraph G.1.a, shall make reasonable efforts to contact the child's parent or guardian as soon as is practicable, but *no later than the time of the return of the child to the parent/guardian or the end of the business day, whichever is earlier.* The form of notice shall be in the manner calculated to give the parent/guardian actual notice of the incident at the earliest possible time.
- c. Written Notification to Superintendent: Within five business days of the use of seclusion or restraint, the employee who used seclusion or restraint on a child, will, with the assistance of the Principal or other employee who received the immediate verbal report (or if the employee is not available, the Principal or other recipient of the immediate report) will submit written notification on the form provided by the New Hampshire Departments of Education and Health and Human Services (the "DOE/DHHS form") to the Superintendent. In the absence of the availability of the DOE/DHHS form, the submission shall nonetheless be in writing and include all of the information required under RSA 126-U:7, II. The DOE/DHHS form or other writing used will be referred to as the Written Notification.

If the use of restraint on a child exceeded 30 minutes, the Written Notification shall also include information pertaining to the assessments described in Section E.1.b, above.

- d. Written Information to Parent/Guardian: Unless prohibited by court order, within 2 business days of receipt of the Written Notification, the Superintendent/designee shall send by USPS first class mail, or transmit by electronic means, to the child's parent/guardian all of the information included in the Written Notification or the Written Notification itself.

- e. Final Investigation and Report: The Superintendent or Superintendent's designee shall review and investigate each incident of seclusion or restraint for a determination as to whether the use complied with this policy, RSA 126-U and Ed 1201-1203. After the completion of a reasonable review/investigation, the Superintendent or her/his designee, shall follow the Written Notification with a Final Report of the incident. The Final Report should include findings and conclusions, the documentary and other physical evidence (or summary of oral evidence), and a description of actions taken in response to those findings and conclusions.

2. Additional Reporting Required for Injury or Death of a Child Subject to Restraint or Seclusion. In cases involving serious injury or death to a child subject to restraint or seclusion in a school, the Principal/Superintendent designee shall, in addition to the reports and notifications described above, and in accordance with the provisions of RSA 126-U:7, notify the Commissioner of the Department of Education, the New Hampshire Attorney General, and the New Hampshire Disability Rights Center using the contact information provided by the Department of Education.

Such notice shall include the Official/Written Notification required in Section G.1.c, above.

3. Additional Documentation Regarding Use of Mechanical Restraint. Whenever a child is transported using mechanical restraints, the person(s) completing the Official Report Form/written notification described in G.1.c, above, shall include the reasons for the use of mechanical restraints. Such documentation shall be treated and retained as a notification of restraint under RSA 126-U:7.

4. Documentation for Other Intentional Physical Contact Between Employee and Student. The following shall apply whenever there is an instance where a school employee or designated volunteer] has intentional physical contact with a student in response to a student's aggressive misconduct or disruptive behavior.

- a. Notice to parents: the Principal, designee, or other supervising employee will make reasonable efforts to promptly notify the student's parent or guardian. Such *notification shall be made no later than the time of the return of the child to the parent/guardian or the end of the business day, whichever is earlier.* The form of notice shall be in the manner calculated to give the parent/guardian actual notice of the incident at the earliest possible time.
- b. Physical Contact Written Description: Unless the incident is subject to the notice and reporting requirements of Section G.1 above, the Principal shall prepare a written description of the incident ("Physical Contact Written Description") of the incident within five (5) business days of the occurrence/incident. The Physical Contact Written Description will include:
 - i. The date and time of the incident.
 - ii. A brief description of the actions of the child before, during, and after the occurrence.
 - iii. The names of the persons involved in the occurrence.
 - iv. A brief description of the actions of the facility or school employees involved before, during, and after the occurrence.

- v. A description of any injuries sustained by, and any medical care administered to, the child, employees, or others before, during, or after the incident.

5. Circumstances when Reporting/Notification is not Required. The notification, reporting and record keeping requirements included in this Section G are not required in the following circumstances:

- a. When a child is escorted from an area by way of holding of the hand, wrist, arm, shoulder, or back to induce the child to walk to a safe location. If, however, the child is actively combative, assaultive, or causes self-injury while being escorted, then the notification requirements described above are applicable.
- b. When actions are taken such as separating children from each other, inducing a child to stand, or otherwise physically preparing a child to be escorted.
- c. When the contact with the child is incidental or minor, such as for the purpose of gaining a misbehaving child's attention. However, blocking of a blow, forcible release from a grasp, or other significant and intentional physical contact with a disruptive or assaultive child shall be subject to the notification and reporting requirements described above.

6. Retention of Records. All reports, notifications and other records created pursuant to this Section, or Sections H, I or J, shall be retained [the term of the student's enrollment plus three years, unless:

- a. the student is or was a student with an Individualized Educational Program, in which case, the records shall be retained and destroyed in accordance with paragraph B.1 of Board policy EHB; or
- b. a longer period is required pursuant to instruction by the Department of Education or the Department of Health and Human Services.

H. Mandatory Reporting of Violations by Others. Any school employee who has reason to believe that the action of another may constitute a violation of this policy, or the provisions of RSA 126-U, must report the suspected violation to the Principal or Superintendent in accordance with the reporting procedures of Board policy GBEAB. The conduct giving rise to the suspected violation may require reporting under Board policies JLF – Reporting Child Abuse or Neglect.

I. Complaints of Violation of RSA 126-U. Any individual may file a complaint with the Superintendent's office alleging a violation of this policy or RSA 126-U. The complainant should be encouraged to file the complaint in writing with the information listed in paragraph 1 below, but if declined, the Superintendent/designee should promptly prepare a written summary of the complaint with such information as could be obtained from the complainant. The complaint should be made as soon as possible after the incident. (Note that under Ed 1203.02, complaints to the New Hampshire Department of Education made more than twelve months after an incident will be dismissed by the Department.)

1. Complaint Contents. The written complaint or complaint summary should include:

- a. The complainant's name, unless the complainant refuses;
- b. The date or approximate date of the alleged incident;

- c. The location of the alleged incident;
 - d. The name of the child or children subject to the alleged restraint or seclusion, if known;
 - e. The name of the school personnel alleged to have restrained or secluded the child, if known;
 - f. A description of the alleged restraint or seclusion; and
 - g. The date of complaint.
2. **Investigation and Resolution of Complaint.** The complaint or grievance will be investigated by the Superintendent, or another person designated by the Superintendent. The Complainant should be contacted no later than 5 business days (excluding school year vacations) following the date of the complaint.

In most cases, investigation of the complaint should be completed within 20 days following receipt of the complaint. If the Superintendent is not personally conducting the investigation, however, the extension of time must first be approved by the Superintendent. When extra time is required, the reasons for the extension should be included in the final investigative report.

A written investigative report of the findings and conclusions (whether the complaint is founded or unfounded) should be completed within five days of completion of the investigation. In addition to findings and conclusions, the investigative report must include the documentation of the evidence (or summary of oral evidence) relied upon.

The Superintendent will contact the complainant within 5 days after the report is completed to discuss the completion of the investigation. The amount of information provided is dependent on the nature of the complainant and the legal privacy of the concerned parties. If the complainant is the parent or guardian of the child concerned, the Superintendent may allow the parent/guardian access to the written report in the same manner as any other student record.

The Superintendent shall take such actions as are appropriate in light of the investigative report, including, without limitation, any mandatory or discretionary reports to outside agencies, employee discipline, ordering further investigation, training, etc..

Any further review of the original complaint or investigative report will be in accordance with other established processes, e.g., grievance processes within applicable collective bargaining agreements, Board policies relating to complaints such as found in KEB and GBK.

The written complaint/complaint summary, the investigative report, evidence, and other documents concerning the complaint shall be retained in accordance with Ed 1202.02(e).

- J. Review of IEP or 504 Plan Following the Use of Restraint or Seclusion.** Pursuant to RSA 126-U:14, upon information that restraint or seclusion has been used for the first time upon a child with a disability as defined in RSA 186-C:2, I or a child who is receiving services under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 701, and its implementing regulations, the school shall review the Individual Educational Program ("IEP") and/or

Section 504 plan and make such adjustments as are indicated to eliminate or reduce the future use of restraint or seclusion.

If there have been multiple instances of restraint or seclusion of a child with a disability since the last IEP/504 plan review, an additional review shall occur at the request of the parent or guardian of the child.

K. Prohibition Against Retaliation or Harassment. No person shall subject any individual to harassment or retaliation for filing, in good faith, a report under this policy, RSA 126-U, or Department of Education Rules Ed 1200.

L. Dissemination of Policy. A copy of this policy shall be provided to the parent, guardian, or legal representative of each full- or part-time student upon enrollment, and annually thereafter printed in each student handbook. Additionally, the policy will be included on each school's website and/or the online School Board Policy Manual available to the general public.

District Adoption Record

Revised: March 18, 2025

School Board First Reading: 4/9/2025

School Board Final Reading: 5/14/2025

Originally Revised: September 2010, May 2012, September 2014

Original Reading of the Hinsdale School Board 2/10/15

Legal References:

RSA 126-U, Limiting the Use of Child Restraint Practices

JRA - ACCESS TO STUDENT RECORDS - FERPA

Category Recommended- While these policies are not required by law, they are highly recommended for effective school board operations.

See also EHB, JRC

Commented [1]: Significant revision due to missing the first and second update in May 2024; after update released, corrected second Section G to be Section H, changing the lettering of previous Sections H-J to Sections I-K. May 2024 - (1) Added the FERPA definition of "parent" (i.e., who has access to student records as a parent), which required relettering of what had been Sections E through I; (2) revised definitions in Section H.1 associated with the "school officials with a legitimate educational interest" exception to prior consent requirement; and (3) additional minor revisions as shown;

- A. General Statement.** It is the policy of the School Board that all school district personnel will follow the procedures outlined herein as they pertain to the maintenance of student records. Furthermore, it is the policy of the School Board that all school district personnel will follow the provisions of the Family Educational Rights Privacy Act (FERPA) and its corresponding regulations.
- B. "Education Record".** For the purposes of this policy and in accordance with FERPA, the term "educational record" is defined as all records, files, documents and other material containing information directly related to a student; and maintained by the school district; or by such other agents as may be acting for the school district. Such records include, but are not limited to, completed forms, printed documents, handwriting, videotape, audiotape, electronic or computer files, film, print, microfilm and/or microfiche. Educational records do not include records of instructional, supervisory, and administrative personnel and educational personnel ancillary thereto which are in the sole possession of the maker thereof and which are not accessible or revealed to any other person except a substitute.
- C. "Directory Information".** For the purposes of this policy, and in accordance with the provisions of FERPA and New Hampshire RSA 189:1-e, the term "directory information" means:
1. Students' name(s), address(es), telephone number(s), and date(s) of enrollment;
 2. Parents'/guardians' name(s) and address(es);
 3. Students grade levels, enrollment status and dates of attendance;
 4. Student photographs;
 5. Students participation in recognized school activities and sports;
 6. Weight and height of members of athletic teams;
 7. Post-high school plans; and
 8. Students' diplomas, certificates, awards and honors received.

Except for elements of a student's directory information which the student's parents or an eligible student has notified the District not to disclose, the District may release or disclose student directory information without prior consent of the student's parents/eligible students. Within the first three weeks of each school year, the District will provide notice to parents/eligible students of their rights under FERPA and that the District may publish

directory information without their prior consent. Parents/eligible students will be given October 1 to notify the District in writing of any or all directory information items that they refuse to permit the District to release or disclose. Notice from a parent/eligible student that any or all directory information shall not be released will only be valid for that school year and must be re-issued each school year.

D. "Personally Identifiable Information". "Personally identifiable information" is defined as data or information which makes the individual who is the subject of a record known, including a student's name; the student's or student's family's address; the name of the student's parent or other family members; a personal identifier such as a student's Social Security number; the student's date of birth, place of birth, or mother's maiden name. "Personally identifiable information" also includes other information that, alone or in combination, is linked or linkable to a specific student, that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with a reasonable certainty or other information requested by a person who the District reasonably believes knows the identity of the student to whom the education record relates.

E. FERPA Definition of "Parent". For the purposes of this policy, the term parent shall mean and include a natural, parent, a guardian, or an individual acting as a parent in the absence of a parent or guardian, and all of their plural or singular forms.

F. Annual Notification/Rights of Parents and Eligible Students. Within the first 4 weeks, the District will publish notice to parents and eligible students of their rights under State law, Federal law, and this policy. The District will send a notice listing these rights home with each student. The notice will include:

1. The rights of parents or eligible students to inspect and review the student's education records;
2. The intent of the District to limit the disclosure of information in a student's record, except: (a) by the prior written consent of the parent or eligible student; (b) as directory information; or (c) under certain, limited circumstance, as permitted by law;
3. The right of a student's parents or an eligible student to seek to correct parts of the student's educational records which he/she believes to be inaccurate, misleading, or in violation of student rights; this includes a hearing to present evidence that the records should be changed if the District decides not to alter them according to the parent's or eligible student's request;
4. The right of any person to file a complaint with the United States Department of Education if the District violates FERPA; and
5. The procedure that a student's parents or an eligible student should follow to obtain copies of this policy.

G. Procedure To Inspect Education Records. Parents or eligible students may inspect and review that student's education records. In some circumstances, it may be more convenient for the record custodian to provide copies of records.

Since a student's records may be maintained in several locations, the school Principal may offer to collect copies of records or the records themselves from locations other than a student's school, so that they may be inspected at one site. If parents and eligible students wish to inspect records where they are maintained, school Principals will determine if a review at that site is reasonable.

Although not specifically required, in order that a request is handled in a timely manner, parents/eligible students should consider submitting their request in writing to the school Principal, identifying as precisely as possible the record or records that he/she wishes to inspect. The Principal will contact the parents or the eligible student to discuss how access is best arranged for their inspection or review of the records (copies, records brought to a single site, etc.).

The Principal will make the needed arrangements as soon as possible and notify the parent or eligible student of the time and place where the records may be inspected. **This procedure must be completed within fourteen (14) days that the request for access is first made.**

Note: the fourteen (14) day limit is required under New Hampshire RSA 189:66, IV, in contrast to the forty-five (45) day period otherwise allowed under FERPA.

If for any valid reason such as the parent's working hours, distance between record location sites or the parent or student's health, a parent or eligible student cannot personally inspect and review a student's education records, the Principal may arrange for the parent or eligible student to obtain copies of the records.

When records contain information about students other than a parent's child or the eligible student, the parent or eligible student may not inspect and review the records of the other students. If such records do contain the names of other students, the Principal will seek consultation with the Superintendent and/or the District's attorney to determine how best to proceed. ***Where practicable, it may be necessary to prepare a copy of the record which has all personally identifiable information on other students redacted, with the parent or eligible student being allowed to review or receive only a copy of the redacted record. Both the original and redacted copy should be retained by the District.***

H. Procedures To Seek To Correction of Education Records. Parents of students or eligible students have a right to seek to change any part of the student's records which they believe is inaccurate, misleading or in violation of student rights. FERPA and its regulations use both "correct/ion" and "amend". For the purposes of this policy, the two words (in all of their respective forms) shall mean the same thing unless the context suggests otherwise. To establish an orderly process to review and correct (amend) the education records for a requester, following processes are established.

1. **First-level decision.** When a parent or eligible student finds an item in the student's education records that he/she believes is inaccurate, misleading or in violation of student rights, he/she should submit a written request asking the building Principal to correct

it. If the records are incorrect because of clear error and it is a simple matter to make the change, the Principal should make the correction. If the records are changed to the parent's/eligible student's satisfaction, both parties shall sign a document/form stating the date the records were changed and that the parent/eligible student is satisfied with the correction.

If the Principal believes that the record should not be changed, he/she shall:

- a. Provide the requester a copy of the questioned records at no cost;
 - b. Ask the parent/eligible student to initiate a written appeal of the denial of the request for the change, which will be forwarded to the Superintendent;
 - c. Forward the written appeal to the Superintendent; and
 - d. Inform the parents/eligible student that the appeal has been forwarded to the Superintendent for a decision.
2. **Second-level decision.** If the parent/eligible student wishes to challenge the Principal's decision to not change the student record, he/she may appeal the matter to the Superintendent. The parent/eligible student shall submit a written request to the Principal asking that the matter be appealed to the Superintendent. The Principal will forward the appeal to the Superintendent.

The Superintendent shall, within ten (10) business days after receiving the appeal:

- a. Review the request;
- b. Discuss the request with other school officials;
- c. Make a decision whether or not to make the requested correction to the educational record;
- d. Schedule a meeting with the parents/eligible student if the Superintendent believes such a meeting would be necessary; and
- e. Notify the parents/eligible student of the Superintendent's decision on their request to correct the student's educational record.

If the Superintendent determines the records should be corrected, he/she will make the change and notify the parents/eligible student in writing that the change has been made. The letter stating the change has been made will include an invitation for the parent/eligible student to inspect and review the records to verify that the records have been corrected and the correction is satisfactory. If the records are changed to the parent's/eligible student's satisfaction, both parties shall sign a document/form stating the date the records were changed and that the parent/eligible student is satisfied with the correction.

If the Superintendent determines the records are will not be corrected, he/she will notify the parents/eligible student in writing of his/her decision. Such letter will also notify the parents/eligible student of their right to an appeal hearing before the School Board.

3. **Third-level decision.** If the parents or eligible student are not satisfied with the Superintendent's decision, they may submit a written request for a hearing before the School Board. The parents/eligible student shall submit the request for a hearing with the Superintendent within ten (10) business days of the date of the Superintendent's written decision in level-two. The Superintendent will inform the School Board of the request for a hearing and will work with the School Board to schedule a hearing within forty five (45) days of receipt of the request. Once the meeting is scheduled, the Superintendent will inform the parents/eligible student in writing of the date, time and place of the hearing.

The hearing will be held in non-public session consistent with the provisions of RSA 91-A:3, unless the parent/eligible student requests that the hearing be held in public session. The School Board will give the parent/eligible student a full and fair opportunity to present evidence relevant to the issues raised under their request. The parents/eligible students may be assisted or represented by one or more individuals of their own choice, including an attorney.

The School Board will issue its final decision in writing within thirty (30) days of the hearing, and will notify the parents/eligible student thereof via certified mail, return receipt requested. The School Board will base its decision solely on the evidence presented at the hearing. The School Board's written decision will include a summary of the evidence and the reasons for its decision.

If the School Board determines that the student record should be corrected, it will direct the Superintendent to do so as soon as possible. The Superintendent will then contact the parents/eligible student for a meeting so they can review and inspect the records to verify that they have been corrected. At this meeting, both parties shall sign a document/form stating the date the records were corrected and that the parent/eligible student is satisfied with the correction.

The School Board's decision will be final.

4. **Parent/Eligible Student Explanation to be Included in Record.** Notwithstanding the resolution of any request to correct a student's record(s), in accordance with section (a)(2) of FERPA, a parent or eligible student may insert into that student's educational record a written explanation respecting the content of the record.

- I. **Disclosure of Student Records and Student Information.** In addition to directory information, the District may disclose student records and student information without consent to the following parties on the condition that the recipient agrees not to permit any other party to have access to the released information without the written consent of the parents of the student, and under the conditions specified.

1. ~~School officials with a legitimate educational interest. School officials with a legitimate educational interest may access student records. A school official may only access student records when the school official has a legitimate educational interest.~~
 - a. ~~"School officials" means persons employed or used by the District to perform institutional services and functions, and includes such persons as teachers, instructional aides, administrators, including health or medical staff, school resource officers, and third parties such as contractors, attorneys, consultants, and volunteers. Such third party school officials may access student records provided such persons are:~~
 - i. Under the District's direct control with respect to the use and maintenance of education records, and
 - ii. Prohibited from disclosing the information to any other party without the prior written consent of the parent/eligible student, or as otherwise authorized by law.
 - b. ~~"Legitimate education interest" refers to school officials or employees who need to know information in a student's education record in order to perform the employee's employment responsibilities and duties. includes performing a task or engaging in an activity related to (i) one's regular duties or professional responsibilities, (ii) a student's education, (iii) the discipline of a student, (iv) a service to or benefit for a student, (v) measures to support student success, and (vi) the safety and security of the campus.~~
2. *Other schools into which a student is transferring or enrolling*, upon condition that the student's parents be notified of the transfer, receive a copy of the record if desired, and have an opportunity for a hearing to challenge the content of the record. This exception continues after the date that a student has transferred
3. *Officials for audit or evaluation purposes.*
4. *Appropriate parties in connection with financial aid.*
5. *Organizations conducting certain studies for, or on behalf of the School District.* Student records or student information will only be provided pursuant to this paragraph if the study is for the purpose of: developing, validating or administering predictive tests; administering student aid programs; or improving instruction. The recipient organization must agree to limit access to the information and to destroy the information when no longer needed for the purpose for which it is released.
6. *Accrediting organizations.*
7. *Judicial orders or lawfully issued subpoenas*, upon condition that parents and the student are notified of all such orders or subpoenas in advance of compliance therewith by the District, except when a parent is a party to a court proceeding involving child abuse or neglect or dependency. The Principal shall consult with the Superintendent and legal counsel as needed to ensure compliance with the judicial order and applicable law.
8. *Health and safety emergencies.*

J. Maintenance of Student Records and Data. The Principal of each building is responsible for record maintenance, access and destruction of all student records. All school district personnel having access to records shall place great emphasis upon privacy rights of students and parents.

All entries into student records must be dated and signed by the person access such records.

The principal will ensure that all records are maintained in accordance with applicable retention schedules as may be established by law.

K. Disclosures Made From Education Records. The District will maintain an accurate record of all requests for it to disclose information from, or to permit access to, a student's education records and of the information it discloses and persons to whom it permits access, with some exceptions listed below. This record is kept with, but is not a part of, each student's cumulative school records. It is available only to the record custodian, the eligible student, the parent(s) of the student or to federal, state or local officials for the purpose of auditing or enforcing federally supported educational programs.

The record includes:

1. The name of the person who or agency which made the request;
2. The interest which the person or agency has in the information;
3. The date on which the person or agency made the request;
4. Whether the request was granted and, if it was, the date access was permitted or the disclosure was made; and
5. In the event of a health and safety emergency, the articulable and significant threat to the health or safety of a student or other individuals that formed the basis for the disclosure; and the parties to whom the agency or institution disclosed the information.

The District will maintain this record as long as it maintains the student's education record. The records do not include requests for access or information relative to access which has been granted to parent(s) of the student or to an eligible student; requests for access or access granted to officials of the District who have a legitimate educational interest in the student; requests for, or disclosures of, information contained in the student's education records if the request is accompanied by the prior written consent of a parent/eligible student or if the disclosure is authorized by such prior consent or for requests for, or disclosures of, directory information designated for that student.

The records of a request for the correction of an educational record, including any appeal of a denial of that request, if the educational record is ultimately corrected shall not be treated as part of the educational record of the student and shall be preserved separately.

Revision History:

Revision: March 18, 2025

School Board First Reading: 4/9/2025

School Board Final Reading: 5/14/2025

Original reading/adoption: November 14, 2018

Legal References:

RSA 91-A:5,III, Exemptions, Pupil Records

RSA 189:1-e, Directory Information

RSA 189:66, IV, Data Inventory and Policies Publication

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

34 C.F.R. Part 99, Family Educational Rights and Privacy Act Regulations

KEE- WEBSITE ACCESSIBILITY AND GRIEVANCE

Category Recommended- While these policies are not required by law, they are highly recommended for effective school board operations.

Related Policies: AC, KD, KDC & KED

The District is committed to ensuring accessibility of its website for students, parents, and members of the community with disabilities. All pages on the District website will conform to the W3C Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.0, Level AA conformance **requirements or updated equivalents of these guidelines, as specified in the federal rule published in 89 FR 31320. If there are differences between WCAG and the federal rule, the standards in the federal rule prevail.**

The Superintendent is directed to establish procedures whereby students, parents, and members of the public may present a complaint regarding a violation of the Americans with Disabilities Act (ADA), Section 504 and Title II related to the accessibility of any official District web presence which is developed by, maintained by, or offered through the District or third party vendors and open sources.

A. Website Accessibility.

With regard to the District website and any official District web presence which is developed by, maintained by, or offered through third party vendors and open sources, the District is committed to compliance with the provisions of the Americans with Disabilities Act (ADA), Section 504 and Title II so that students, parents and members of the public with disabilities are able to independently acquire the same information, engage in the same interactions, and enjoy the same benefits and services within the same timeframe as those without disabilities, with substantially equivalent ease of use; and that they are not excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any District programs, services, and activities delivered online.

All existing web content produced by the District, and new, updated and existing web content provided by third-party developers, will conform to Web Content Accessibility Guidelines (WCAG) 2.0, Level AA conformance, or updated equivalents, ~~by September 20, 2018.~~ This Regulation applies to all new, updated, and existing web pages, as well as all web content produced or updated by the District or provided by third-party developers.

B. Complaints and Grievances Concerning Accessibility of District Websites.

A student, parent or member of the public who wishes to submit a complaint or grievance regarding a violation of the Americans with Disabilities Act (ADA), Section 504 or Title II related to the accessibility of any official District web presence that is developed by, maintained by, or offered through the District, third party vendors and/or open sources may complain directly to a school administrator, or the school or District webmaster. To best assure timely

Commented [1]: May 2024, additional change after May 13, 2024, update, reference to KDD changed to KEE in last bulleted paragraph in Section C. May 2024, Policy updated to reflect U.S. Dept. of Justice regulations which set guidelines for website accessibility. As of the date of this revision, final rules had not been published in the Code of Federal Regulations but they can be found at Nondiscrimination on the Basis of Disability; Accessibility of Web Information and Services of State and Local Government Entities (link tested as of 2024/5/9). Pursuant to the federal rule, the accessibility compliance deadline (April 24, 2026 or April 26, 2027) for a district is based on whether the district is independent or dependent (i.e., city) and the U.S. Census population for the district, not the student population. For districts with a population of 50,000 or more compliance is required by April 24, 2026; districts with less than 50,000 must comply by April 26, 2027.

processing and resolution of any complaint/grievance under this Policy, the initial complaint or grievance should be made using Website Accessibility Complaint/Request Form to be created under the direction of the Superintendent.

The Website Accessibility Complaint/Request Form may be submitted in hard copy or via email to the District's "Website Accessibility Compliance Coordinator". The Board designates the Director of Technology as the Website Accessibility Compliance Coordinator. Notwithstanding the above, however, a verbal complaint or grievance may be made. Any District employee who receives such a verbal complaint or grievance, is directed to immediately refer the matter to the Website Accessibility Compliance Coordinator, who shall take such steps as are necessary to reduce the Complaint/Grievance to writing.

C. Investigation and Resolution of Complaints and Grievances.

Whether or not a formal complaint or grievance is made, once the District has been notified of inaccessible content, effective communication shall be provided as soon as possible to the reporting party to provide access to the information. The Complainant should not have to wait for the investigation of the complaint to be concluded before receiving the information that he/she was unsuccessful in accessing.

The formal ADA non-compliance complaint, and the Website Accessibility Complaint/Request Form should include the following:

- Name
- Address
- Date of the Complaint
- Description of the problem encountered
- Web address or location of the problem page
- Solution desired
- Contact information in case more details are needed (email and phone number)

The complaint or grievance will be investigated by the Website Accessibility Compliance Coordinator or another person designated by the Superintendent. The student, parent, or member of the public shall be contacted no later than five (5) working days following the date the Website Accessibility Compliance Coordinator receives the information.

The procedures to be followed are:

- An investigation of the complaint shall be completed within fifteen (15) working days. Extension of the timeline may only be approved by the Superintendent.

- The investigator shall prepare a written report of the findings and conclusions within five (5) working days of the completion of the investigation.
- The investigator shall contact the Complainant upon conclusion of the investigation to discuss the findings and conclusions and actions to be taken as a result of the investigation.
- A record of each complaint and grievance made pursuant to Governing Board Policy KDD KEE shall be maintained at the District office. The record shall include a copy of the complaint or grievance filed, report of findings from the investigation, and the disposition of the matter.

District Policy History:

Revised: March 18, 2025

School Board First Reading: 4/9/2025

School Board Final Reading: 5/14/2025

Original reading and adoption: March 13, 2019

Legal References:

Ed 306.08, Instructional Resources

Age Discrimination in Employment Act of 1967 29 U.S.C. §§621 et seq.

Americans with Disabilities Act, 42 U.S.C. §§12101 et seq.

Title VI, Civil Rights Act of 1964, 42 U.S.C. §§2000d et seq. (nondiscrimination based on race, color, and national origin in federally assisted programs)

Title VII, Civil Rights Act of 1964, 42 U.S.C. §§2000e et seq. (nondiscrimination based on race, color, and national origin in employment)

Title IX, Education Amendments of 1972, 20 U.S.C. §§1681 et seq. (nondiscrimination based on sex)

§504, Rehabilitation Act of 1973, 29 U.S.C. §794

Individuals with Disabilities Education Law, 20 U.S.C. §§1400 et seq.

Genetic Information Nondiscrimination Act of 2008 P.L. 110-233, 34 C.F.R. §§ 100.6; 104.8; 106.9; 110.25

David Ryan, Ed.D.
Superintendent

Jane Fortson, CPA
Business Administrator

HINSDALE

SCHOOL DISTRICT

Patricia Wallace, M.Ed., CAGS
Director of Student Services

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Director of Academics and Career
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May 2025 Superintendent Report

Strategic Planning in Full Swing

The Steering Committee has met twice since we last held a school board meeting. It first met on April 14 to review presentations from each of the four team captains (Teaching and Learning, Finance and Facilities, Culture and Climate, and Community Relations) and hear about each teams' desired outcomes. These desired outcomes are the goals that are being recommended for the school district to set as the direction for the next five years. The goals are in direct response to the data that were collected from the community's stakeholders through a series of discussions, forums, and surveys.

The Steering Committee also met on May 12 to review all of the information that was submitted and organized it into a draft set of planning goals which you will see and discuss this evening. The purpose of the document is to bring the board up to speed on the goals and give the board some time to discuss and refine them in accordance with the data that was gathered. The next step in the process will be for the senior leadership team to take the board's work and begin developing strategies for achieving the desired outcomes. The final product will be a formally laid out document that clearly articulates the board's goals and intentions over the next five years and how the school district will achieve those goals.

First Southwest Collaborative Planning Session

We facilitated a virtual meeting with several area superintendents on April 14 to introduce the concept of a special education collaborative for the southwest region. All of the participants are eager to begin planning and believe starting small is the best way to go. The SouthWest Region of the NH School Administrators Association has been talking about the need for a collaborative for a few years and some of the superintendents who are members are frustrated that nothing has been done about it, so they are excited at the prospect of doing our own.

Since that meeting we have had a conversation in Winchester about using the Ford building on the Winchester School campus as an early childhood collaborative, specifically designed and staffed to serve PK - 2 students exhibiting dangerous, violent, or otherwise significant behaviors that are jeopardizing the safety of staff and fellow students. Surrounding school districts, including Hinsdale, would use the collaborative as a placement for the students who are described, and we have engaged initial interest from one of our current service providers [EBC \(Educational and Behavioral Consulting, LLC\)](#) for staffing assistance. The purpose of the

collaborative is to share operations costs for one program instead of each student's home school district creating a new self-contained program for each of them, which is a very expensive proposition for any school district. I will share information as the process moves forward.

Arizona Learning Excursion Recap

We had some of the best professional learning when our team of 8 Pacers traveled to Tucson, AZ to participate in the [Sunnyside Unified School District Learning Excursion from April 28 - May 1](#). Leading us on the trip were principal Anna Roth, teachers Teresa Chrichella and Katie Leonard, students Hunter Taylor and Colton Bornkessel, and board members April Anderson and Kaylah Hemlow, all of whom participated in the learning activities at a significant level and most of whom lead assembly-wide discussions and presentations in front of the 100 participants daily. I am so impressed with our display of leadership during this trip, particularly with our two students who quickly built relationships with other students from around New England and in Tucson, and set the tone for the student-centered nature of our culture when speaking first at the very first event when we arrived. I am sure that you have heard and will continue to hear about this trip as a catalyst for building learner agency, and at a trip debrief meeting we held on May 8, we all remain excited about the potential and possibilities for our learners in Hinsdale.

As a taste of our experience, [I offer this three minute video of our final presentation led by Hunter and Colton](#).

Bravely and Bravely Y2

Our work on middle school redesign continues with the [Next Generation Learning Challenge's Bravely](#) process. Our Brave question remains "how will we shift to student-centered and community-based learning in Middle School?" and presently we are building a final presentation for the last session of the year, scheduled with the three other schools invested in the Bravely process. Our work this year has been centered on building an understanding of ourselves as a team, recognizing the opportunities to shift the current middle school experience, and implementing a "small bet" to test our work moving forward. That small bet is centered around establishing career pathways for students beginning with their transition from Grade 5, and building out their personalized learning experience with an interests-driven learning plan. The work this year was difficult, however we reached a breakthrough as a team in March and have accelerated our planning process to a point where we have been invited to apply for the Bravely Year 2 grant which would permit us to provide the necessary professional learning to all middle school teachers. As of this writing, we had not heard about Y2 and we will keep the school board posted on the decision.

[NH Ed306.18 Language Changes to Hours Only \(Click to see regulation\)](#)

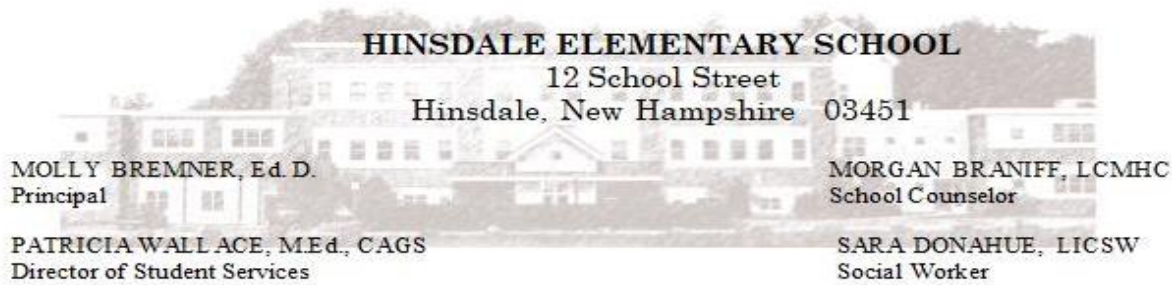
What has traditionally been a 180 day school year in New Hampshire has been shifted to an hours based school year only. Based on the revision to the New Hampshire State Standards, 180 school days are no longer required, and schools will only be required to offer 945 hours of instruction at the elementary level and 990 hours at the middle high school level. We have already scheduled 180 school days in next year's calendar which translates to 1,080 hours of

middle high school instruction and 1,035 hours of elementary instruction, so we are very much in compliance even if there are a few snow days that the Board chooses to not make up. The regulation sets the minimum number of total hours required, and only limits the number of daily instructional hours. So, the number of days in a school year is still up to the local school board.

Our current collective bargaining agreement, however, is still based on the number of days in a school year, including teaching days. This has created a conflict between the language in the CBA and the language in the state regulation. A few members of the Association have requested that the Board consider moving to an hours-based calendar which, by virtue of the state regulations, becomes a moot point because it is what is observed already. Since the language in the CBA is still related to the number of working days, it would be my recommendation that both the Association and Board include this issue in the next set of negotiations beginning in the last half of 2027, and to adjust the language of Article V(B).

Winchester Hinsdale Tuition Agreement Votes

We should know by this meeting whether the Hinsdale community supported or opposed the proposed high school tuition agreement at the special school district meeting that was slated for May 13, 2025. The Winchester community is set to conduct its special voting session on Saturday, May 17 from 10:00 - 5:00 PM in the Winchester School gymnasium. Under SB2 governance, Winchester residents select “Yes” or “No” on the single Article 1 and submit the ballot into the ballot box. The ballot votes will be separated and counted at the end of the day with the final outcome shared as soon as it is known. Should the agreement be supported in both towns, it will be submitted to the [NH State Board of Education for approval at their regularly scheduled meeting on June 12, 2025 at 25 Hall Street in Concord beginning at 9:30 AM.](#)



May 2025

Culture and Community:

Kindness Day and Tats/Tinsel fundraiser were so wonderful. It is great to see the projects around the building. The displays in the classrooms and hallways are so positive. Additionally, the blue benches just pop!

The drama club through HASP did a great job putting on Shrek Jr. The vast majority of performers were from HES. This opportunity promoted social connection, boosts to self-esteem, growth in character through perseverance and confidence, improved problem solving, and the obvious embedded academic skills of memory, literacy, and following directions.

We had a standing room only Spring choral concert. PreK-5th performed with each other and this featured many soloists. Several families shared with staff or with me how they were moved by their child's ability to participate. We so appreciate the high turn out and support for our music program at HES.

Operations:

SAS and EOY benchmarking are all going forward.

The distributed leadership teams have collaborated on a shared teacher driven goal of developing a data informed class list procedure for next year.

Teacher Assignments for 2025-2026:

PreK	Mrs. Taggart: 2 half day programs
PreK/K	Ms. Puchol: 1 half day PK program, and 1 half day within the full day Kindergarten model
K	Mrs. Snide & Mrs. Carrier
1st	Mrs. Elmer & Mrs. Bresset
2 nd	Ms. Anderson & Mrs. L.King
3rd	Mrs. Chagnon & Mrs. Wissman
4th	Mrs. A.King & HIRING

5th	Ms. Germain, Mrs. Bowker, Ms. Foster
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Hiring updates:

We have welcomed two new sp.ed. Paraprofessionals begin. This fills a vacancy and a leave.

PE 2025-2026: Several candidates interviewed, and the process is moving forward.

Grade 4: Committee being formed and candidates scheduled

Sp.Ed. Teacher: to be determined with director

Upcoming:

Wax Museum May 19th 9-11 Cafeteria

5K- May 22nd

Memorial Day practice May 22nd

Memorial Day Ceremony: May 23rd 1:15 – Special BBQ lunch!

Band Concert, May 29th, Grades 4 through 12

5th grade shadowing at HMHS June 3rd

Kindergarten Welcome Night June 4th at 6

High School Senior Class Day, Friday, June 13th 9-9:30

High School Graduation, Saturday, June 14th

Field Day Monday June 16th, rain date Tuesday 17th

Last day of school for kids: 19th, Staff: 24th

All School Meetings:

May- will be the Memorial Day ceremony

June- 12th Time TBD