

AUBURN SCHOOL BOARD MEETING
TUESDAY, January 14, 2025 6:00 p.m.
Auburn Village School Media Center

Board Meeting Agenda

- I. **CALL TO ORDER** – Alan Villeneuve, Board Chair
- II. **PLEDGE OF ALLEGIANCE**
- III. **PROOF OF POSTING** – William Rearick, Superintendent of Schools
- IV. **APPROVAL OF MINUTES**
 - A. Minutes of the Auburn School Board meeting on December 10, 2024* (action required)
 - B. Non-Public, Sealed Minutes on December 10, 2024*(action required)
- V. **OPPORTUNITY FOR PUBLIC TO ADDRESS THE BOARD**
- VI. **SUPERINTENDENT’S UPDATES***
- VII. **REPORTS**
 - A. Reports of Administrators*
 - B. Reports of Sub-Committees
- VIII. **OLD BUSINESS**
 - A. 2025/2026 Budget Update-Discussion
 - B. Strategic Plan Update
 - C. Recording Board Meetings-Discussion
- IX. **NEW BUSINESS**
 - A. Update of 2024-2025 Budget
 - B. Warrant Articles*
 - C. Draft 2025/2026 School Calendar*
 - D. Accrued Benefits Language*
- X. **FINANCIAL**
 - A. Expenditure Report*
 - B. Manifest Approval
- XI. **POLICIES (previously tabled)**
 - A. Second Reading*- AC Non-Discrimination, ACE Procedural Safeguards: Nondiscrimination on the Basis of Disability, GBAA/JBAA Sexual Harassment and Sexual Violence-Staff/Students and JICD Student Conduct, Discipline
 - B. First Reading*-DAF Administration of Federal Grants, DIA Fund Balance Policy, EBCH Chemical Safety and Chemical Hygiene, GBGA Automated External Defibrillators, and IHAM Health Education & Exemption from Instruction
- XII. **NON-PUBLIC SESSION: RSA 91-A:3 Section II (a)**
- XIII. **INFORMATIONAL ITEMS AND CORRESPONDENCE, and/or MISCELLANEOUS INFORMATION**
Enrollments*
- XIV. **ADJOURNMENT (action required)**

The next regularly scheduled School Board Meeting will be on Tuesday, February 11, 2025, at 6:00 p.m. at the Auburn Village School Media Center.

The SAU Board will meet on February 20, 2025 at 6:30 p.m. at the David R. Cawley Middle School Media Center.

**AUBURN SCHOOL BOARD MEETING
TUESDAY, December 10, 2024 6:00 p.m.
Auburn Village School Media Center**

These minutes have not been approved

CALL TO ORDER

Alan Villeneuve, Board Chair, called the meeting to order at 6:00 p.m. Those in attendance were Board members, Jason Tyburski Adrian Newton and Janice Baker. Also in attendance was Principal Lori Collins, Assistant Principal Lindsay Murray, Math Coordinator, Jenn Bordis, Maintenance Director Scott Dube, Technology Director Adam Hollins, Director of Student Services, Christina Catalano, Superintendent of Schools William (Bill) Rearick, Assistant Superintendent Kimberly Sarfde and Business Administrator Cheryl DiGennaro.

PLEDGE OF ALLEGIANCE

Eighth grader Lydia Kinzel led the attendees in the Pledge of Allegiance.

PROOF OF POSTING

Bill Rearick provided proof of posting.

APPROVAL OF MINUTES

Motion by Janice Baker, seconded by Adrian Newton, to approve the minutes of the Auburn School Board meeting on November 12, 2024, and the motion carried unanimously.

Motion by Janice Baker, seconded by Adrian Newton, to amend the agenda to appoint a School District Clerk, and the motion carried unanimously.

Alan Villeneuve stated that the previous School District Clerk has resigned and the Board has chosen Caitlyn Folia to replace that position for the upcoming Deliberative Session. Ms. Folia then took the Oath of Office and was sworn in by Alan Villeneuve.

OPPORTUNITY FOR PUBLIC TO ADDRESS THE BOARD

Maura Cassidy, parent and educator, spoke in support of adding an additional grade 5 teacher for the 25/26 school year, saying 23 students in a class is too many.

Rachel Alling voiced her continued concerns for the current grade 4 class, agreeing with Ms. Cassidy that 23 student is too many, as it is chaotic and unproductive, and requested the Board add a grade 5 teacher for the 25/26 school year.

Crystal Diorio stated she asked for input from (current) 4th grade parents and presented the Board with that feedback. Alan Villeneuve stated that the Board will be discussing the budget later on in the meeting.

SUPERINTENDENT'S UPDATES

Bill Rearick stated that the IBEW informed the NH Public Employees Labor Relations that they issued a decertification order.

Bill Rearick stated that a parent appeal from the fall is with the NH Board of Education's hearing officer. The parents haven't filed any additional information, but the hearing officer has not made their decision. The district's attorney is awaiting any updates, at which time the Board will be notified. The next regularly scheduled meeting is in February.

REPORTS

Reports of Administrators were reviewed.

Adrian Newton asked Kimberly Sarfde for testing results. Kimberly said she will email them to the Board. Some discussion ensued relative to leasing vs. purchasing ChromeBooks.

Adrian Newton said the PTA's move night was a great success with 300 attendees.

Alan Villeneuve said the Budget Committee meetings are starting to wind down. One open seat on the committee will not be filled. Peter Miles continues to be Chair.

OLD BUSINESS

2025-2026 Budget Update

The 25/26 budget updates were reviewed. Enrollments were discussed, as was the Pinkerton fee schedule for paraprofessionals. Christina Catalano explained that due to an imminent need, hiring our own Board Certified

Behavioral Analyst (BCBA) would save money rather than hiring consultants to fill that need. She said two paras are currently training to be Registered Behavior Technicians (RBT). Considerable discussion ensued relative to adding a potential teacher for next year's grade 5 class. Everyone agreed that smaller class sizes are ideal. The Board looked at class size comparisons throughout AVS, space available, how a special education teacher, which is in the default budget, would impact next year's grade 5, consideration of moving teachers, and the effect adding a teacher would have on the budget. When asked the budget percentage increase, Cheryl DiGennaro said the default budget shows an 8.8% increase. The proposed budget without adding a grade 5 teacher is 9.4%, and adding a grade 5 teacher made it a 10% increase. Alan Villeneuve stated that he didn't feel the Budget Committee would support a 10% increase. Motion by Alan Villeneuve, seconded by Jason Tyburski, to add another teacher in the 25/26 budget. With Janice Baker opposed, Adrian Newton and Jason Tyburski in favor, the motion carried. Motion by Janice Baker, seconded by Adrian Newton, to approve the proposed operating budget in the amount of \$19,523,041, and the motion carried unanimously.

Strategic Plan Update

Jenn Bordis updated the Board on the Strategic Plan as well as the SAS Results & Summary in her report.

NEW BUSINESS

Recording Board Meetings

Resident Andrea Robbins requested that the Board consider recording their meetings. Alan explained that other towns who have negotiated with Comcast had the opportunity for their town to choose to have public access channels or to take a credit. Auburn has opted to take the credit. Because of this, the school district would have to add its purchase of the necessary equipment into their budget. Viewership numbers for various districts who have public access were reviewed by the Board and Alan Villeneuve said due to rules from the Office of Civil Rights, streamed meetings must be handicap accessible and must provide closed captioning. Adam Hollins said he preferred to use district-owned equipment and not borrow from the town or other districts. The type of equipment and accessories was also discussed as was maintenance. Adam Hollins will reach out to appropriate professionals and will report back to the Board.

504 Training

Kimberly Sarfde said a virtual training was conducted by Drummond Woodsum on December 5, 2024.

Special Education Trust Fund Warrant Article

Some discussion ensued about possibly having a fund balance at the end of the year. Alan Villeneuve said he would like to re-fund the Special Education Trust Fund using available fund balance funds which would have no impact on taxes. Janice Baker agreed and said the Board should consider building up other Trust Funds in the next cycle as well.

FINANCIAL

The Expenditure Report was reviewed.

Motion by Janice Baker, seconded by Adrian Newton, to approve the manifest in the amount of \$756,362.31, and the motion carried unanimously.

POLICIES

The policies were tabled.

PUBLIC INPUT

Resident Crystal Diorio asked how many students have 504 Plans in the current grade 4 class, to which she was told that they could provide the total number of students in the school with 504 Plans, but not the number in any one specific grade. Alan said, however, the Board looked at those numbers before tonight's meeting. Ms. Diorio asked if classroom disciplines were looked at by the Board as well, to which Alan said they were. He said if an additional teacher is not approved by the Budget Committee or the voters, administration will be flexible and will address staffing needs as necessary. Classroom volunteers would be welcome.

INFORMATIONAL ITEMS AND CORRESPONDENCE, and/or MISCELLANEOUS INFORMATION

Enrollments

Draft Calendars

Invite School District Clerk and Moderator to January Board meeting.

NON-PUBLIC SESSION: RSA 91-A:3 Section II (a-I if necessary)

AT 8:10 p.m., motion by Janice Baker, seconded by Adrian Newton, to enter into a non-public session. A roll call vote was taken. With all in favor, the motion carried.

The Board returned to their public session at 8:35 p.m.

Motion by Adrian Newton, seconded by Janice Baker, to seal the non-public minutes in perpetuity, and the motion carried unanimously.

ADJOURNMENT (action required)

Motion by Adrian Newton, seconded by Janice Baker, to adjourn the meeting at 8:35 p.m., and the motion carried unanimously.

The School Board Budget Meeting will be on Tuesday, January 14, 2025 at 6:00 p.m. at the Auburn Village School Media Center with the regular Board meeting to follow.

Respectfully submitted,

Rebecca SJ McCarthy
Board Recording Secretary

**Auburn School Board Report
January 14, 2025**

IT Disaster Response Plan Meetings

Last month, all administrators and department heads within SAU 15 participated in a Cybersecurity Tabletop Exercise led by representatives from the Atom Group, the primary incident responder firm used by Primex. The meeting took place in the Cawley Media Center. The exercise had two primary objectives. First, participants reviewed several real-world cybersecurity scenarios recently encountered by New Hampshire school districts, discussing how each was addressed and how SAU 15 might respond to similar incidents. Second, the focus shifted to preventative measures districts should implement to guard against potential cyberattacks. Representatives from the Atom Group were also provided with copies of each district's IT Disaster Response Plan. They will review these plans and provide recommendations for improvement.

Sending Districts' Superintendents Meeting

On December 16th, I attended a meeting at Pinkerton Academy for the sending superintendents of schools. Dr. Powers provided a summary of the primary drivers in Pinkerton's 2025-26 budget. According to Dr. Powers, salaries and benefits comprise approximately 75% of the budget. Included in the budget are the following positions:

- JROTC Instructor
- 504 Facilitator
- 1.5 positions to fulfill new graduation requirements
- Digital Media Specialist
- Math teacher
- Science teacher (Academic Center)
- Second ESOL teacher
- Second CTE teacher (Electrical)

The average salary increase across all bands is 4%, and 4.25% for all support staff bands.

The FY 2025-26 increase for health and dental insurance is 9% each.

Debt service will reflect an increase of approximately \$300,000. Pinkerton will begin drawing on the Series 2023 bonds in December 2024 and is expected to fully draw by August/September of 2025. Pinkerton was able to refinance its outstanding debt at a fixed rate of 2.45% in late 2020. Debt service savings from FY21 to FY24 totaled approximately \$2.2 million.

Department of Education Appeal Update

Last month the Hearing Officer issued their recommendation regarding an appeal that was filed by an Auburn parent regarding the Board's decision to uphold Policy JEB Age of Entrance. The Hearing Officer decision was in the School Board's favor which denied the parent's appeal. The State Board of Education is scheduled to review and vote on the decision at their February 13th meeting.

Expenditure Report

The January Expenditure Report indicates a balance of \$731,335, reflecting a decrease of \$13,743 from the December report. Despite this reduction, we remain on track to maintain a healthy fund balance as we progress slightly past the mid-point of the school year.

Respectfully Submitted
Bill Rearick

New Hampshire School Administrative Unit #15

90 Farmer Road

Hooksett, New Hampshire 03106-2125

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

William J. Rearick
Superintendent of Schools

Kimberly Sarfde
Assistant Superintendent

Memorandum

To: Auburn Board of Education
From: Dr. Kimberly Sarfde, Assistant Superintendent
CC: William Rearick, Superintendent
Date: January 1, 2024
Subject: 2024 Year-End Report

The Start of Extraordinary Growth and Achievement!

The Auburn School District is dedicated to providing a world-class education that empowers students to become inquisitive, adaptable, and respectful lifelong learners. I am excited to celebrate the incredible strides the Auburn School District has made in the first quarter of the 2023-2024 school year.

Collaborating for Literacy Success

To further enhance our literacy initiatives, the Auburn administration and I recently engaged in a productive collaboration with Kathleen McCaffery from the NH Department of Education. As a valuable and readily available resource in literacy, Dr. McCaffery brings a wealth of expertise to the table. This insightful meeting brought together our reading specialist, the entire administrative team, student services, and me to delve into our DIBELS 8 data and explore the development of a proactive prevention model for literacy instruction. Building upon the success of Dr. McCaffery's previous professional development session with our special educators, this collaborative discussion marks the beginning of what we hope will be many more fruitful partnerships.

To ensure our teachers are consistently equipped with the most current resources and best practices, a comprehensive library of information is curated and shared regularly through the Assistant Superintendent's newsletter. This provides ongoing support and empowers our educators to effectively address the diverse learning needs of our students.

Intent to Spend Reports Submitted & Kudos to the AVS Admin Team!

The Student Services Director and I have successfully submitted our Intent to Spend reports to the Board of Education for Title I Part A, Title II Part A, Title IV Part A, and IDEA. These reports are crucial because they outline our planned use of federal funds, ensuring transparency and accountability in how we allocate resources to support our students.

I want to express my sincere appreciation to the AVS Admin team for their incredible collaboration and support during our recent meetings. We're all on the same page and ready to move forward with these important initiatives. A special shout-out to Christina Catalano and Jennifer Bordis for their exceptional work in maintaining meticulous records for Title I Part A data collection, criteria establishment, and rank order.

Upcoming Initiatives: Strengthening Literacy Instruction & Managing Addressing Needs

We are pleased to announce that Tom LaDue will be conducting instructional audits. These audits will focus on identifying areas for improvement in literacy instruction and will provide valuable insights to inform our full-day professional development session in March. This session will be specifically geared towards equipping our educators with the tools and strategies necessary to address the identified gaps and strengthen literacy instruction across all grade levels.

We're committed to providing staff with the support they need to address the unique needs of our students. To that end, we've also arranged for Dr. Alison Roy to lead a PD session on March 11th focused on trauma-informed practices and managing challenging behaviors.



Auburn School District

Principal's Report

January 14, 2025

VII.A.

2024-2025 Enrollment

Grade	Enrollment	Teachers	Av. Class Sizes	
PK3	8	1	8	Tentas
PK4	7	1	7	Tentas
K	78	4	20	Overhulser, Moynihan, Ahnen, Duquette
1	68	4	17	Prunier, Podbelski, Mullen, Chiesa
2	71	4	18	Dupont, Nusbaum, Smith, O'Toole
3	83	4	22	Pampel, Russell, Duffy, Seidell
4	69	3	23	Carlson, Fortier, Royce
5	65	3	22	Vilandre, Strabone, Dwyer
6	88	4	22	Roggenbuck Villeneuve, Joaquin, Winter
7	74	4	19	Winter, Poulin, Greene, Rankin
8	80	4	20	Paraskevas, Huston, Wheeler, Lavigne
Total	691	35		

UA Team:

Steve Tewksbury-Physical Education
Danika Ashness-Health Teacher
Andrea Johnston-Band Teacher
Melissa West-Art Teacher
Marissa Leary-.5 Art Teacher
Linda Reinelt-STEAM Teacher
Andrea O'Neil-Librarian
Sarah Kaufman-General Music Teacher

Jennifer Bordis - Curriculum Coordinator
Lindsay Murray ES Assistant Principal
Jennifer Barnhill - MS Assistant Principal
Cristina Catalano - Special Education Director

Events at AVS for January, 2025

Jan 13-Registration opens for the 25-26 school year!

Jan 14- School Board Meeting
Jan 14- PTA Bingo
Jan 15- Early Release for Students/PD for Staff
Jan 16- PTA Reflections
Jan 17- Spelling Bee
Jan 17- AHS "Winter Carnival"
Jan 20- "Civil Rights Day"/"MLK Day"- No School
Jan 21- PTA Meeting
Jan 24- "STEAM" Night
Jan 27- 8th Grade to Pinkerton
Jan 29-5th Grade field trip to "McAuliffe Discovery Center"

Athletics

Winter sports are going strong, we are getting into the height of our basketball season now. Both the boys and girls basketball teams have been playing hard with many parents and students coming out to support our teams at our home games! Our cheer team is beginning to finalize their competition routine for the February competitive season while also cheering on our teams at some home games. The next home game for basketball is January 6 against Pelham with the girls playing at 4:00pm followed by the boys game around 5:30pm. Playoffs are set to begin January 31st; our girls team is looking good for a high seed this season, and we are hoping our boys team will make it in as well. The teams game schedule is posted on the athletics website, we would love to see you all come cheer on AVS at a game if you can! Go Braves!!

Curriculum

On January 6th and 7th, we had Tom Ledoux visit 39 classrooms with the following plan to enhance instructional services:

Phase 1: Instructional Audit: A thorough examination of current teaching methods will be conducted, utilizing classroom observations, curriculum material review, and student work sample analysis. This audit aims to provide a holistic view of the school's instructional landscape.

Phase 2: Data Analysis: The data gathered in Phase 1 will be analyzed to pinpoint existing strengths and areas needing improvement. Emphasis will be placed on evaluating student engagement levels and the extent to which students take ownership of their learning.

Phase 3: Professional Development: Based on the audit findings, tailored professional development will be delivered to teachers. This will include workshops, individual coaching sessions, and collaborative planning activities. The professional development content will concentrate on three core areas: integrating research-based literacy strategies, cultivating student engagement and motivation, and empowering students to take ownership of their learning.

School Counseling

We are working with our school counseling department to bring some additional social emotional learning to students. During April, middle schoolers will attend a session called Changing Minds: Stories over Stigma. **Professionally**-trained young adult speakers will provide an educational program built around lived experiences. Our students hear stories of hope and recovery from young adult speakers who successfully and productively cope with their own mental health challenges. Our plan includes elementary students experiencing a program from Portland Stage Company that recognizes and understands strengths in each other and teaches children about diversity, self-acceptance, and empathy.

Playground

On December 12th, a playground audit was completed by Primex at our request, and they provided several recommendations to improve safety in the area. While much of the smaller work can be handled by our facility department, there are certain segments of the play structure that require resurfacing or replacement. Additionally, some of the swings need to be replaced due to cracking. The gaga pit also requires repairs, and the balance beam needs to be reinstalled at a lower height for improved safety. Scott and I will be working together to develop a cost estimate for all of the recommended improvements.

Cybersecurity Meetings

Scott, Christina, Adam and I attended our second cybersecurity meeting at the SAU level. With the assistance from the Atom Group and Primex, we are putting together a comprehensive cybersecurity incident response plan. Our first two objectives were to determine what SAU 15 would do if they were made aware of the possibility of a Ransomware infection and how would we communicate to the public during the outage? Some

proposals for security were discussed and the suggestion for additional training for general employees was made.

School Board Report - January 2025
Department of Student Services
Christina Catalano, Director of Student Services

VII.A.

Special Education Enrollment Snapshot

Grade	May 2024	Sept 2024	Oct 2024	Nov. 2024	Dec. 2024	Jan 2025	Net Gain/Reduction
Preschool	17	11	11	13	14	14	0
K-4	40	38	38	38	39	41	+2
5-8	44	37	37	36	35	34	-1
9-12	28	34	32	31	30	30	0
Out of District K-12	7	7	6	6	6	6	0

***** Current total enrollment for Auburn special education students in all learning environments: 125**

Increasing Number of Referrals and Identified Needs

- The volume of referrals and flagged students indicates a growing demand for timely evaluation, intervention, and support services that cannot be adequately addressed by our current staff.
 - Increase caseload for our current school psychologist- she has indicated to myself and her company that she is at her max capacity.
 - Looking for ways to assist with work overload and burnout.
 - Was told that there could possibly be additional charges for her services
 - She is currently completing all evaluations Pre-K-8; Pinkerton, and Out of District Students. She also services students for counseling under IEP services.
 - Occupational therapist is reaching her maximum capacity with the amount of referrals, students needing OT services through IEP needs or through intervention.
 - Last year there was a full time and a part time Occupational therapist to meet the needs of students.

Special Education Hiring Updates:

Vacant position	Person leaving	Status Update
Paras (15 total positions)	2 vacancies	Still in need of 2 paraeducators 11 District hired paras and 2 contracted paras **No applicants for para positions

Other Student Service Updates

- McKinney Vento Audits starting the first of the year.
 - Working on ensuring all components are up to date with current legislation (what is currently in place, what needs to be tweaked and what needs to be put in place).
- Continuing to have biweekly special education department meetings with staff
- Monthly meetings with special education teachers
- Our Contracted Speech Pathologist Christine Annable has moved on from Boothby. Her last day was 12/21/2024. Our new contracted speech pathologist Morgan Crooker is starting 1/3/2025.

Professional Engagements:

January 6th- South Central Meeting

January 17th- Monthly NHASEA Meeting

January 30th- New Director's Institute

Curriculum Coordinator Board Report

Meeting: January 14, 2025

VII.A.

Academics: Students are back and ready to learn. It's always great to see how much the youngest students have grown over break - there's something magical about January in Kindergarten and First Grade. The older students are back refreshed and beginning new units in most subject areas.

Assessment: In grades K-5, students have begun to take the benchmark assessments. These assessments help educators know if students are on track for meeting grade level expectations in reading and mathematics. We use the data to create intervention groups and plan responsive instruction. Students will also complete the IXL diagnostic, which updates their learning path to ensure that students are working on skills that will appropriately reinforce needed skills or provide challenges.

Professional Support: Professional Learning Communities (PLC) meetings this month will focus on analyzing the data from the benchmark assessments. Title I math groups and walk to read groups with the reading specialist and reading specialist aide will be changed based on the data. PLCs will specifically look at the data together and assist classroom teachers with planning instruction for small groups. Science will continue its curriculum review later this month.

Strategic Plan: Thomas Ledue was with us on January 6th and 7th to perform his Beyond the Numbers instructional audit. We look forward to being able to look at the information. He was looking at strong instructional strategies and we know that there are a lot being used all the time. Our hope is that the audit will help show strategies that are not being used as often that we can provide support for teachers to implement. This information will directly relate to the work done on our March 11 professional development day.

There are no other updates to the strategic plan or curriculum review at this time.

Technology Board Report

Auburn Village School Meeting Date: 1/14/2025

Last month we met with Primex/Atom Group to do a tabletop exercise to test our Incident Response Plan and determine how it would hold up against a simulated cyber event. The scenario they gave us involved a Ransomware attack that encrypted all of our files and that data would be held hostage until a large sum of money was paid in crypto currency. We walked through our plan and overall it was deemed Satisfactory but there were some areas of improvement and things we need to build on moving forward. Some of the recommendations include:

- Add an out-of-band contact page and establish a clear chain of contact, as SAU issued email addresses would not be available. Lori has since completed a phone tree specific to our IRP (Incident Response Plan).
- Establish a Secondary Command location.
- Determine who has physical brass keys to the building if access is needed and key cards are not functioning (Scott has taken care of this).
- Communication with staff/parents about cyber security and expectations during an outage (Primex came in and trained AVS staff and we will be doing annual trainings moving forward).
- Draft a Continuity of Operations Plan (I have worked with admin and the tech committee to draft an outline prioritizing tech and building needs during an outage. We have a meeting scheduled with Primex/Atom Group to work on our CoOP plan in April.)
- Multi-Factor Authentication (MFA) (ALL staff have MFA setup on their accounts).
- Retrieve a quarterly backup from Cloud-Based Technologies (I have since obtained a database backup for our Powerschool SIS so we would have basic access to student/staff records during an outage).

Doing periodic tabletop exercises will help us refine and update our plan as new threats and technologies evolve. We also met last week as a SAU to discuss the IRP Exercise and After Report that was given to us by Primex/Atom Group. We reviewed and discussed all recommendations and worked on next steps.

We recently moved to a new Maintenance Help Desk and PM system called HeroHQ. I worked with their technicians to import all of the data from SchoolDude into their system (Help tickets, PM, schedules, users etc.). Scott and I attended an intro training yesterday and will be doing more trainings on utilizing the new system. So far, I am very impressed with HeroHQ as it is easy to use and seems to be capable of doing everything Schooldude could and more, at a much lower cost. HeroHQ also allows you to have multiple help desk systems in the same platform so we could transfer the IT help desk over at no additional cost.

Prior to Christmas break I scheduled an on-site visit with an AV company to evaluate our meeting space in the library and put together a mobile solution to live stream our School Board meetings (as well as other events we might have). He is still working on it but as soon as I have the write-up with cost I will share that with everyone.

Thanks, Adam Hollins

Auburn Village School

Monthly Report – December 2024

General Maintenance Activities

General Item

Water Sampling (GTLO) – All submitted samples submitted were below state requirements. Scott will complete final sampling in 6months. Scott completed sampling for the NH state run program for reducing lead at any water faucet where a student may drink from. This is required by all schools across the state. Results will be addressed when received.

Facilities Staff – completed several custodial & maintenance requests over the Holiday Break.

Automation – Siemens completed several system improvements over winter break, Alarming improvements, HW zone valve testing.

Heating Pump – Waiting to schedule vendor for replacement of Pump #3.

Work request completed - WO's = 34 PM's = 50

Maintenance staff continue to support all scheduled events as required, Santa's Breakfast, Holiday Family night, Student council dance, Etc.

Fire/Life Safety/Security

Playground – Primex Insurance, was out to complete the Playground inspection, report will be sent with findings. There were several items noted during the inspection, a few have been corrected prior to report.

Monthly Fire Pump & Weekly Generator testing completed.

The following monthly/weekly task were completed, fire extinguishers, and Generator ATS load transfer, Grounds Weekly trash pick-up.

Project's

Gym – Flooring repairs scheduled for December 30th. (COMPLETED)

Kitchen Fire Gate – (on-going) Have reached out to vendor several times, no response.. will look into other vendors. This will require repairs to the fire gate itself. Waiting on vendor quote to complete possibly over a break. An area of the sheetrock wall will also require removal. Door has been made safe until repairs are completed.

**AUBURN SCHOOL DISTRICT WARRANT
STATE OF NEW HAMPSHIRE**

TO THE INHABITANTS OF THE SCHOOL DISTRICT, IN THE TOWN OF AUBURN, NEW HAMPSHIRE, QUALIFIED TO VOTE IN THE DISTRICT AFFAIRS:

First Session of Annual Meeting – Deliberative

You are hereby notified to meet at the Auburn Village School, 11 Eaton Hill Road, in said District, on the 1st day of February 2025 immediately following the Town of Auburn Deliberative Session #1. The Town of Auburn Deliberative Session #1 begins at 9:00 a.m. The School District Deliberative Session #1 shall consist of explanation, discussion, and debate of warrant articles number 2 through 3. Warrant articles may be amended subject to the following limitations: (a) warrant articles whose wording is prescribed by law shall not be amended, (b) warrant articles that are amended shall be placed on the official ballot for a final vote on the main motion, as amended and (c) no warrant article shall be amended to eliminate the subject matter of the article.

Second Session of Annual Meeting – Voting

Voting on warrant articles number 1 through 3 shall be conducted by official ballot to be held in conjunction with Town voting on the 11th day of March 2025. Polls will be open from 7:00 a.m. to 7:00 p.m. at the Auburn Village School.

- (1) To choose the following school district officers:
 - a) Two School Board Members 3-year term
 - b) School District Moderator 3-year term
 - c) School District Clerk 3-year term
 - d) School District Treasurer 3-year term

- (2) Shall the Auburn School District raise and appropriate as an operating budget, not including appropriations by special warrant articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant or as amended by vote of the first session, for the purposes set forth therein, totaling \$19,961,108? Should this article be defeated, the default budget shall be \$19,852,715, which is the same as last year, with certain adjustments required by previous action of the Auburn School District or by law; or the governing body may hold one special meeting, in accordance with RSA 40:13, X and XVI, to take up the issue of a revised operating budget only. Estimated tax rate impact is

\$1.17. (Recommend by the School Board 5-0) (Recommend by the Budget Committee 7-0)

- (3) Shall the Auburn School District vote to raise and appropriate up to \$150,000 to be added to the Special Education Expendable Trust Fund established in March 2003? This sum to come from June 30, 2025 fund balance for transfer on July 1, 2025. No amount to be raised from additional taxation. Estimated tax rate impact is \$0. (Recommend by the School Board 5-0) (Recommend by the Budget Committee 7-0)

DRAFT

Given under our hands and seal at said Auburn, New Hampshire, this ___ day of January, 2025.

SCHOOL BOARD OF AUBURN, NEW HAMPSHIRE

Alan Villeneuve, Chair

Janice Baker, Vice Chair

Derek Berger

Jason Tyburski

Adrian Newton

DRAFT

A True copy of the Auburn School District Warrant – Attest

I/We certify and attest that on the _____ day of _____, 20____, a true and attested copy of the Auburn School District Warrant was posted at the Auburn Town Hall, Post Office and Auburn Village School in Rockingham County.

Alan Villeneuve, Chair

Janice Baker, Vice Chair

Derek Berger

Jason Tyburski

Adrian Newton

DRAFT

AUGUST				
M	T	W	T	F
PD	PD	27	28	29

3

SEPTEMBER				
M	T	W	T	F
H	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	PD
29	30			

20

OCTOBER				
M	T	W	T	F
		1	2	3
6	7	8*	9	10
H	14	15	16	17
20	21	22	23	24
27	28	29	30	31

22

NOVEMBER				
M	T	W	T	F
3	4	5	6	7
PTC	H	12	13	14
17	18	19	20	21
24	25	26*	H	H

16

DECEMBER				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	V	V	V
V	V	V		

17

JANUARY				
M	T	W	T	F
			V	V
5	6	7	8	9
12	13	14*	15	16
H	20	21	22	23
26	27	28	29	30

19

FEBRUARY				
M	T	W	T	F
2	3	4	5	6
9	10	11*	12	13
16	17	18	19	20
V	V	V	V	V

15

MARCH				
M	T	W	T	F
2	3	4	5	6
9	PD	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

21

APRIL				
M	T	W	T	F
		1	2	3
6	7	PTC	9	10
13	14	15	15	17
20	21	22	23	24
V	V	V	V	

17

MAY				
M	T	W	T	F
				V
4	5	6	7	8
11	12	13*	14	15
18	19	20	21	22
H	26	27	28	29

19

JUNE				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15*				

11

August 25-26
 August 27
 September 1
 September 26
 October 13
 November 13
 November 11
 November 26
 November 27-28
 December 24 - January 2
 January 19
 February 23 - 27
 March 10
 April 8
 April 27 - May 2
 May 25
 June 15

Professional Development
 First Day of School
 Labor Day
 Professional Development
 Columbus Day (Observed)
 Parent/Teacher Conferences
 Veteran's Day
 *Early Release
 Thanksgiving Break
 Winter Vacation
 Martin Luther King Jr. Day
 February Vacation
 Professional Development
 Parent/Teacher Conferences
 April Vacation
 Memorial Day
 Last Scheduled Day *Early Release

School Hours

Middle School 7:50 a.m. - 2:30 pm.
 Elementary School 8:50 a.m. - 3:25 p.m.

***Early Release Times:**

Middle School: 12:00 p.m.
 Elementary School: 1:00 p.m.

H: Holiday

V: Vacation

PD: Professional Development (No School for Students)

PTC: Parent/Teacher Conferences (No School for Students)

Early Release/Professional Development Days:

10/8/25, 1/14/26, 2/11/26, 5/13/26

IX.D.

Language used by the Town:

‘To see if the town will vote to establish an Accrued Benefits Expendable Trust Fund per RSA 31:19-a, for the Town's liability for payment of accrued benefits; to raise and appropriate the sum of Fifty thousand dollars (\$50,000) to put in the fund, with this amount to come from the unreserved fund balance (surplus) as of December 31, 2015 with no additional amount to be raised by taxation in 2016; and to designate the Board of Selectmen as agents to expend from this fund.’

To: Auburn School Board

From: Cheryl DiGennaro, Business Administrator

X.A.

Date: December 3, 2024

Re: Auburn School District Expenditure Report as of December, 2024

The general expenditure report as of January 6th shows positive available balance as of \$731,335.76.

The summary of available balance by function is as follows:

Auburn School District
General Expenditures
through 1 6 2025

ACCOUNT	TITLE	BUDGET	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	ENCUMBRANCES PLUS YTD EXPENDITURES	AVAILABLE BALANCE
1100 Total	REGULAR EDUCATION	4,827,885.40	2,439,340.16	2,322,205.38	4,761,545.54	66,339.86
1105 Total	REG ED HIGH SCHOOL	3,652,992.00	1,853,292.78	1,830,407.22	3,683,700.00	(30,708.00)
1200 Total	SPECIAL EDUCATION	3,078,141.30	1,502,159.91	1,434,730.54	2,936,890.45	141,250.85
1230 Total	EXTENDED SCHOOL YEAR	60,810.56	-	46,985.63	46,985.63	13,824.93
1260 Total	ELL	38,419.51	24,429.51	14,022.01	38,451.52	(32.01)
1270 Total	ADV LEARNER	-	-	-	-	-
1410 Total	COCURRICULAR	33,288.44	15,423.47	14,878.71	30,302.18	2,986.26
1420 Total	ATHLETICS	42,421.49	7,934.14	25,731.65	33,665.79	8,755.70
1430 Total	SUMMER SCHOOL	5,930.90	-	-	-	5,930.90
1490 Total	SUMMER ENRICHMENT	-	-	-	-	-
2120 Total	GUIDANCE	212,203.67	113,066.90	96,279.54	209,346.44	2,857.23
2130 Total	HEALTH SERVICES	155,960.57	73,778.19	62,472.38	136,250.57	19,710.00
2140 Total	PSYCH SERVICES	141,824.51	90,888.00	70,459.19	161,347.19	(19,522.68)
2150 Total	SPEECH SERVICES	269,256.70	158,903.41	116,746.40	275,649.81	(6,393.11)
2160 Total	THERAPY SERVICES	89,613.88	45,592.20	37,785.18	83,377.38	6,236.50
2190 Total	OTHER SUPPORT SERVICES	-	-	-	-	-
2210 Total	STAFF DEVELOPMENT	72,568.74	10,120.52	47,593.96	57,714.48	14,854.26
2220 Total	MEDIA	188,372.22	101,365.53	87,443.37	188,808.90	(436.68)
2310 Total	SCHOOL BOARD SERVICES	227,219.60	15,592.82	25,017.30	40,610.12	186,609.48
2320 Total	SAU SERVICES	389,399.00	-	389,399.00	389,399.00	-
2410 Total	PRINCIPAL SERVICES	685,103.31	276,036.54	353,766.91	629,803.45	55,299.86
2600 Total	MAINTENANCE	788,562.65	355,425.23	408,700.50	764,125.73	24,436.92
2700 Total	TRANSPORTATION	1,302,198.35	771,350.58	342,638.31	1,113,988.89	188,209.46
2840 Total	INFORMATION TECHNOLOGY	277,086.60	85,768.37	171,192.20	256,960.57	20,126.03
2900 Total	WAGE POOL	20,000.00	-	-	-	20,000.00
5110 Total	DEBT SERVICE PRINCIPAL	785,000.00	-	785,000.00	785,000.00	-
5120 Total	DEBT SERVICE INTEREST	393,095.00	186,538.75	206,556.25	393,095.00	-
5310 Total	CHARTER SCHOOL TUITION	11,000.00	-	-	-	11,000.00
Grand Total		17,748,354.40	8,127,007.01	8,890,011.63	17,017,018.64	731,335.76
	Pickup \$39,528 Reimbursement from Pinkerton for Rochester & Manchester					39,528.00
	pick up by PRIMEX insurance check for gym floor damage \$10,171					10,171.00
	The budget was for 8 buses; actuals are 6 1/2, pickup of \$103,903.60					103,903.60
	contingency					188,291.94
	FY25 one time pickups					341,894.54

From December 20th to January 6th available balance decreased by \$13,743.

First raised October 2, 2024 - For discussion: At the end of 24/25 if we reserve on a PO the \$145k total this will go to fund balance to offset taxes next year.

Cheryl DiGennaro | Business Administrator

SAU 15

Auburn | Candia | Hooksett

90 Farmer Rd Hooksett, NH 03106 603-622-3731 ext 4011

Auburn School District

General Expenditures

through 1 6 2025

ACCOUNT	TITLE	BUDGET	ENCUMBRANCES		ENCUMBRANCES PLUS	
			OUTSTANDING	YEAR TO DATE EXP	YTD EXPENDITURES	AVAILABLE BALANCE
11 1100 1 01 00 5108	REG ED MATH COORDINATOR	91,800.00	42,369.22	49,430.78	91,800.00	-
11 1100 1 01 00 5109	REG ED RETIREMENTS	60,000.00	-	60,000.00	60,000.00	-
11 1100 1 01 00 5112	REG ED TEACHER SALARIES	2,705,250.83	1,547,549.96	1,141,603.44	2,689,153.40	16,097.43
11 1100 1 01 00 5114	REG ED PARAPROFESSIONAL	114,856.25	64,967.42	45,874.46	110,841.88	4,014.37
11 1100 1 01 00 5120	REG ED SUBSTITUTE SALARIES	90,000.00	12,933.34	30,272.36	43,205.70	46,794.30
11 1100 1 01 00 5122	REG ED HEALTH INSURANCE BUYOUT	42,500.00	-	33,750.00	33,750.00	8,750.00
11 1100 1 01 00 5211	REG ED HEALTH INSURANCE	726,420.84	291,378.29	475,448.34	766,826.63	(40,405.79)
11 1100 1 01 00 5212	REG ED DENTAL INSURANCE	16,150.38	3,616.52	13,983.48	17,600.00	(1,449.62)
11 1100 1 01 00 5213	REG ED LIFE INSURANCE	3,700.00	2,131.68	2,032.32	4,164.00	(464.00)
11 1100 1 01 00 5214	REG ED DISABILITY INSURANCE	6,800.00	3,800.88	3,725.86	7,526.74	(726.74)
11 1100 1 01 00 5220	REG ED FICA	236,342.12	126,854.48	98,187.69	225,042.17	11,299.95
11 1100 1 01 00 5232	REG ED NHRS PROFESSIONAL	561,408.26	309,365.61	243,619.30	552,984.91	8,423.35
11 1100 1 01 00 5240	REG ED TUITION REIMBURSEMENT	30,000.00	12,178.00	13,473.00	25,651.00	4,349.00
11 1100 1 01 00 5241	REG ED WORKSHOP REIMB PROF	12,480.00	1,073.50	1,383.00	2,456.50	10,023.50
11 1100 1 01 00 5242	REG ED WORKSHOP REIMB SUPPORT	-	-	-	-	-
11 1100 1 01 00 5250	REG ED UNEMPLOYMENT INSURANCE	2,102.07	-	1,890.00	1,890.00	212.07
11 1100 1 01 00 5260	REG ED WORKER'S COMPENSATION	8,653.09	-	8,653.09	8,653.09	-
11 1100 1 01 00 5339	REG ED STUDENT TEAM BUILDING	-	-	-	-	-
11 1100 1 01 00 5430	REG ED REPAIRS & MAINT SERVICES	-	5,403.24	3,905.44	9,308.68	(9,308.68)
11 1100 1 01 00 5442	REG ED RENTAL OF EQUIPMENT	-	5,942.02	5,514.62	11,456.64	(11,456.64)
11 1100 1 01 00 5610	REG ED SUPPLIES	30,000.00	4,765.01	21,318.86	26,083.87	3,916.13
11 1100 1 01 00 5642	REG ED ELECTRONIC INFORMATION	-	-	-	-	-
11 1100 1 01 00 5643	REG ED INFORMATION ACCESS FEES	17,808.43	-	13,762.54	13,762.54	4,045.89
11 1100 1 01 00 5737	REG ED REPLACEMENT FURNITURE & F	-	-	-	-	-
11 1100 1 01 06 5610	FOREIGN LANGUAGE SUPPLIES	342.87	48.00	144.00	192.00	150.87
11 1100 1 01 06 5641	FOREIGN LANGUAGE TEXTBOOKS	131.63	99.83	-	99.83	31.80
11 1100 1 01 08 5610	ART SUPPLIES	5,564.82	503.99	4,536.08	5,040.07	524.75
11 1100 1 01 08 5739	ART OTHER EQUIPMENT	1,753.11	-	359.72	359.72	1,393.39
11 1100 1 01 15 5610	LANGUAGE ARTS SUPPLIES	938.07	-	807.05	807.05	131.02
11 1100 1 01 15 5641	LANGUAGE ARTS TEXTBOOKS	1,932.00	-	485.68	485.68	1,446.32
11 1100 1 01 15 5643	LANGUAGE ARTS INFORMATION ACCESS FEES	128.00	-	-	-	128.00
11 1100 1 01 15 5645	LANGUAGE ARTS PRACTICE BOOKS	3,832.55	-	3,541.13	3,541.13	291.42
11 1100 1 01 18 5610	HEALTH SUPPLIES	1,099.53	-	677.15	677.15	422.38
11 1100 1 01 20 5610	TECH ED SUPPLIES	2,065.58	12.29	1,997.95	2,010.24	55.34
11 1100 1 01 20 5643	TECH ED INFORMATION ACCESS FEES	344.00	-	374.00	374.00	(30.00)
11 1100 1 01 20 5810	TECH ED DUES & FEES	-	-	-	-	-
11 1100 1 01 23 5610	MATH SUPPLIES	1,006.71	-	747.20	747.20	259.51
11 1100 1 01 23 5641	MATH TEXTBOOKS	-	-	-	-	-
11 1100 1 01 23 5643	MATH INFORMATION ACCESS FEES	822.00	-	-	-	822.00
11 1100 1 01 23 5645	MATH PRACTICE BOOKS	25,415.00	-	24,199.20	24,199.20	1,215.80
11 1100 1 01 24 5430	MUSIC REPAIRS & MAINT SVCS	-	1,786.21	213.79	2,000.00	(2,000.00)
11 1100 1 01 24 5442	MUSIC RENTAL OF EQUIPMENT	-	-	-	-	-
11 1100 1 01 24 5610	MUSIC SUPPLIES	2,486.96	-	2,122.26	2,122.26	364.70

Auburn School District

General Expenditures

through 1 6 2025

ACCOUNT	TITLE	BUDGET	ENCUMBRANCES		ENCUMBRANCES PLUS		AVAILABLE BALANCE
			OUTSTANDING	YEAR TO DATE EXP	YTD EXPENDITURES		
11 1100 1 01 24 5739	MUSIC OTHER EQUIPMENT	840.00	-	600.00	600.00	240.00	
11 1100 1 01 24 5810	MUSIC DUES & FEES	821.00	478.00	125.00	603.00	218.00	
11 1100 1 01 25 5610	PHYS ED SUPPLIES	2,350.55	-	2,350.55	2,350.55	-	
11 1100 1 01 27 5610	READING SUPPLIES	919.85	-	844.12	844.12	75.73	
11 1100 1 01 27 5645	READING PRACTICE BOOKS	2,417.21	-	2,392.57	2,392.57	24.64	
11 1100 1 01 27 5737	READING REPLACEMENT FURNITURE & F	-	-	-	-	-	
11 1100 1 01 29 5610	SCIENCE SUPPLIES	4,251.94	142.17	2,008.59	2,150.76	2,101.18	
11 1100 1 01 29 5643	SCIENCE INFORMATION ACCESS FEES	7,188.75	1,940.50	4,242.32	6,182.82	1,005.93	
11 1100 1 01 30 5610	SOCIAL STUDIES SUPPLIES	-	-	1,608.44	1,608.44	(1,608.44)	
11 1100 1 01 30 5641	SOCIAL STUDIES - TEXTBOOKS	2,500.00	-	-	-	2,500.00	
11 1100 1 01 33 5610	TECH INTEGRATION SUPPLIES	-	-	-	-	-	
11 1100 1 01 33 5643	TECH INTEGRATION INFORMATION ACCESS FEES	-	-	-	-	-	
11 1100 1 01 40 5610	DRAMA SUPPLIES	2,461.00	-	-	-	2,461.00	
1100 Total	REGULAR EDUCATION	4,827,885.40	2,439,340.16	2,322,205.38	4,761,545.54	66,339.86	
11 1105 3 01 00 5561	REG ED HIGH SCHOOL TUITION OTHER LEA'S	-	16,308.00	-	16,308.00	(16,308.00)	
11 1105 3 01 00 5563	REG ED HIGH SCHOOL TUITION PUBLIC ACADEMIES	3,652,992.00	1,832,184.78	1,820,807.22	3,652,992.00	-	
11 1105 3 01 00 5564	REG ED HIGH SCHOOL TUITION TO PRIVATE SCHOOL	-	4,800.00	9,600.00	14,400.00	(14,400.00)	
1105 Total	REG ED HIGH SCHOOL	3,652,992.00	1,853,292.78	1,830,407.22	3,683,700.00	(30,708.00)	
11 1200 1 01 00 5111	SPED ADMIN/OTHER SALARIES	101,908.20	47,034.50	54,873.70	101,908.20	-	
11 1200 1 01 00 5112	SPED TEACHER SALARIES	322,485.01	187,848.47	146,855.13	334,703.60	(12,218.59)	
11 1200 1 01 00 5114	SPED PARAPROFESSIONAL	354,535.10	172,272.40	105,190.11	277,462.51	77,072.59	
11 1200 1 01 00 5115	SPED SECRETARIAL SALARIES	46,542.60	23,868.00	21,937.50	45,805.50	737.10	
11 1200 1 01 00 5122	SPED HEALTH INSURANCE BUYOUT	2,500.00	-	2,500.00	2,500.00	-	
11 1200 1 01 00 5211	SPED HEALTH INSURANCE	362,570.36	89,827.38	162,919.63	252,747.01	109,823.35	
11 1200 1 01 00 5212	SPED DENTAL INSURANCE	2,083.94	652.81	2,151.35	2,804.16	(720.22)	
11 1200 1 01 00 5213	SPED LIFE INSURANCE	900.00	519.42	417.46	936.88	(36.88)	
11 1200 1 01 00 5214	SPED DISABILITY INSURANCE	1,000.00	759.96	617.28	1,377.24	(377.24)	
11 1200 1 01 00 5220	SPED FICA	63,340.10	32,891.99	23,476.31	56,368.30	6,971.80	
11 1200 1 01 00 5231	SPED NHRS SUPPORT	6,297.20	3,229.34	2,968.13	6,197.47	99.73	
11 1200 1 01 00 5232	SPED NHRS PROFESSIONAL	83,843.31	46,130.87	38,735.70	84,866.57	(1,023.26)	
11 1200 1 01 00 5240	SPED TUITION REIMBURSEMENT	-	-	-	-	-	
11 1200 1 01 00 5241	SPED WORKSHOP REIMB PROF	1,000.00	-	-	-	1,000.00	
11 1200 1 01 00 5250	SPED UNEMPLOYMENT INSURANCE	1,021.00	-	709.00	709.00	312.00	
11 1200 1 01 00 5260	SPED WORKER'S COMPENSATION	2,036.02	-	2,036.02	2,036.02	-	
11 1200 1 01 00 5320	SPED PROFESSIONAL EDUCATIONAL	-	39,517.52	39,185.44	78,702.96	(78,702.96)	
11 1200 1 01 00 5330	SPED OTHER PROF SVCS	130,250.00	96,203.96	51,090.67	147,294.63	(17,044.63)	
11 1200 1 01 00 5335	SPED TUTORING	-	1,230.00	770.00	2,000.00	(2,000.00)	
11 1200 1 01 00 5336	SPED MEDICAID SERVICE PROVIDER	-	-	-	-	-	
11 1200 1 01 00 5430	SPED REPAIRS & MAINT SERVICES	-	68.06	31.94	100.00	(100.00)	
11 1200 1 01 00 5442	SPED RENTAL OF EQUIPMENT	-	1,155.90	1,155.90	2,311.80	(2,311.80)	
11 1200 1 01 00 5531	SPED TELEPHONE	360.00	540.00	180.00	720.00	(360.00)	
11 1200 1 01 00 5534	SPED POSTAGE	200.00	-	-	-	200.00	
11 1200 1 01 00 5564	SPED TUITION TO PRIVATE SCHOOL	276,577.87	126,478.27	98,819.13	225,297.40	51,280.47	

Auburn School District

General Expenditures

through 1 6 2025

ACCOUNT	TITLE	BUDGET	ENCUMBRANCES		ENCUMBRANCES PLUS	
			OUTSTANDING	YEAR TO DATE EXP	YTD EXPENDITURES	AVAILABLE BALANCE
11 1200 1 01 00 5580	SPED MILEAGE REIMBURSEMENT	2,000.00	-	974.80	974.80	1,025.20
11 1200 1 01 00 5610	SPED SUPPLIES	5,250.00	-	1,791.93	1,791.93	3,458.07
11 1200 1 01 00 5641	SPED TEXTBOOKS	1,464.00	-	486.00	486.00	978.00
11 1200 1 01 00 5643	SPED INFORMATION ACCESS FEES	15,133.80	-	6,810.00	6,810.00	8,323.80
11 1200 1 01 00 5645	SPED PRACTICE BOOKS	-	-	-	-	-
11 1200 1 01 00 5650	SPED SOFTWARE	-	-	-	-	-
11 1200 1 01 00 5733	SPED NEW FURNITURE	14,571.00	-	7,593.82	7,593.82	6,977.18
11 1200 1 01 00 5739	SPED OTHER EQUIPMENT	-	-	2,765.81	2,765.81	(2,765.81)
11 1200 1 01 00 5810	SPED DUES & FEES	1,105.00	75.00	250.00	325.00	780.00
11 1200 2 01 00 5330	SPED MIDDLE OTHER PROF SVCS	-	-	-	-	-
11 1200 2 01 00 5564	SPED MIDDLE TUITION TO PRIVATE SCHOOL	-	-	-	-	-
11 1200 3 01 00 5320	SPED HIGH SCHOOL PROFESSIONAL EDUCATIONAL	74,970.00	86,740.92	13,259.08	100,000.00	(25,030.00)
11 1200 3 01 00 5330	SPED HIGH SCHOOL OTHER PROF SVCS	-	1,857.50	2,362.50	4,220.00	(4,220.00)
11 1200 3 01 00 5563	SPED HIGH SCHOOL TUITION PUBLIC ACADEMIES	1,032,394.20	416,646.00	510,106.00	926,752.00	105,642.20
11 1200 3 01 00 5564	SPED HIGH SCHOOL TUITION TO PRIVATE SCHOOL	171,802.59	126,611.64	131,710.20	258,321.84	(86,519.25)
1200 Total	SPECIAL EDUCATION	3,078,141.30	1,502,159.91	1,434,730.54	2,936,890.45	141,250.85
11 1230 1 01 00 5112	ESY ELEMENTARY TEACHER SALARIES	21,000.00	-	16,750.00	16,750.00	4,250.00
11 1230 1 01 00 5114	ESY ELEMENTARY PARAPROFESSIONAL	6,750.00	-	5,250.00	5,250.00	1,500.00
11 1230 1 01 00 5115	ESY ELEMENTARY SECRETARIAL SALARIES	-	-	-	-	-
11 1230 1 01 00 5220	ESY ELEMENTARY FICA	2,122.88	-	1,680.87	1,680.87	442.01
11 1230 1 01 00 5231	ESY ELEMENTARY NHRS SUPPORT	913.28	-	-	-	913.28
11 1230 1 01 00 5232	ESY ELEMENTARY NHRS PROFESSIONAL	4,124.40	-	3,289.70	3,289.70	834.70
11 1230 1 01 00 5330	ESY ELEMENTARY OTHER PROF SVCS	5,500.00	-	9,980.97	9,980.97	(4,480.97)
11 1230 1 01 00 5563	ESY ELEMENTARY TUITION PUBLIC ACADEMIES	20,400.00	-	-	-	20,400.00
11 1230 2 01 00 5330	ESY MIDDLE OTHER PROF SVCS	-	-	-	-	-
11 1230 2 01 00 5563	ESY MIDDLE TUITION PUBLIC ACADEMIES	-	-	-	-	-
11 1230 3 01 00 5320	ESY HIGH SCHOOL PROFESSIONAL EDUCATIONAL	-	-	6,283.34	6,283.34	(6,283.34)
11 1230 3 01 00 5330	ESY HIGH SCHOOL OTHER PROF SVCS	-	-	-	-	-
11 1230 3 01 00 5564	ESY HIGH SCHOOL TUITION TO PRIVATE SCHOOL	-	-	3,750.75	3,750.75	(3,750.75)
1230 Total	EXTENDED SCHOOL YEAR	60,810.56	-	46,985.63	46,985.63	13,824.93
11 1260 1 01 00 5112	ELL TEACHER SALARIES	35,647.91	-	-	-	35,647.91
11 1260 1 01 00 5114	ELL PARAPROFESSIONAL	-	22,693.46	12,956.30	35,649.76	(35,649.76)
11 1260 1 01 00 5220	ELL FICA	2,727.06	1,736.05	991.17	2,727.22	(0.16)
11 1260 1 01 00 5232	ELL NHRS PROFESSIONAL	-	-	-	-	-
11 1260 1 01 00 5250	ELL UNEMPLOYMENT INSURANCE	-	-	30.00	30.00	(30.00)
11 1260 1 01 00 5260	ELL WORKER'S COMPENSATION	44.54	-	44.54	44.54	-
1260 Total	ELL	38,419.51	24,429.51	14,022.01	38,451.52	(32.01)
11 1270 1 01 00 5561	ADV LEARNER TUITION OTHER LEA'S	-	-	-	-	-
11 1270 1 01 00 5563	ADV LEARNER TUITION PUBLIC ACADEMIES	-	-	-	-	-
1270 Total	ADV LEARNER	-	-	-	-	-
11 1410 1 01 00 5117	COCURRICULAR CO-CURRICULAR SALARIES	24,132.66	12,299.41	10,900.47	23,199.88	932.78
11 1410 1 01 00 5220	COCURRICULAR FICA	1,846.15	938.40	807.52	1,745.92	100.23
11 1410 1 01 00 5232	COCURRICULAR NHRS PROFESSIONAL	4,739.65	2,185.66	1,911.88	4,097.54	642.11

Auburn School District

General Expenditures

through 1 6 2025

ACCOUNT	TITLE	BUDGET	ENCUMBRANCES		ENCUMBRANCES PLUS	
			OUTSTANDING	YEAR TO DATE EXP	YTD EXPENDITURES	AVAILABLE BALANCE
11 1410 1 01 00 5610	COCURRICULAR SUPPLIES	664.98	-	578.84	578.84	86.14
11 1410 1 01 00 5616	COCURRICULAR DI SUPPLIES	1,905.00	-	680.00	680.00	1,225.00
1410 Total	COCURRICULAR	33,288.44	15,423.47	14,878.71	30,302.18	2,986.26
11 1420 1 01 00 5117	ATHLETICS CO-CURRICULAR SALARIES	20,500.00	6,665.29	10,026.18	16,691.47	3,808.53
11 1420 1 01 00 5220	ATHLETICS FICA	1,568.25	509.82	758.89	1,268.71	299.54
11 1420 1 01 00 5232	ATHLETICS NHRS PROFESSIONAL	4,026.20	649.03	1,133.12	1,782.15	2,244.05
11 1420 1 01 00 5330	ATHLETICS OTHER PROF SVCS	7,000.00	-	7,000.00	7,000.00	-
11 1420 1 01 00 5610	ATHLETICS SUPPLIES	1,622.34	-	928.72	928.72	693.62
11 1420 1 01 00 5735	ATHLETICS REPLACEMENT EQUIPMENT	2,881.95	30.00	1,934.75	1,964.75	917.20
11 1420 1 01 00 5739	ATHLETICS OTHER EQUIPMENT	3,022.75	80.00	2,509.99	2,589.99	432.76
11 1420 1 01 00 5810	ATHLETICS DUES & FEES	1,800.00	-	1,440.00	1,440.00	360.00
1420 Total	ATHLETICS	42,421.49	7,934.14	25,731.65	33,665.79	8,755.70
11 1430 1 01 00 5112	SUMMER SCHOOL TEACHER SALARIES	-	-	-	-	-
11 1430 1 01 00 5114	SUMMER SCHOOL PARAPROFESSIONAL	-	-	-	-	-
11 1430 1 01 00 5220	SUMMER SCHOOL FICA	1,606.50	-	-	-	1,606.50
11 1430 1 01 00 5232	SUMMER SCHOOL NHRS PROFESSIONAL	4,124.40	-	-	-	4,124.40
11 1430 1 01 00 5610	SUMMER SCHOOL SUPPLIES	200.00	-	-	-	200.00
1430 Total	SUMMER SCHOOL	5,930.90	-	-	-	5,930.90
11 1490 1 01 00 5112	SUMMER ENRICHMENT TEACHER SALARIES	-	-	-	-	-
1490 Total	SUMMER ENRICHMENT	-	-	-	-	-
11 2120 1 01 00 5112	GUIDANCE TEACHER SALARIES	129,337.77	74,617.50	54,719.50	129,337.00	0.77
11 2120 1 01 00 5122	GUIDANCE HEALTH INSURANCE BUYOUT	-	-	-	-	-
11 2120 1 01 00 5211	GUIDANCE HEALTH INSURANCE	42,448.08	17,606.98	24,952.10	42,559.08	(111.00)
11 2120 1 01 00 5212	GUIDANCE DENTAL INSURANCE	520.98	211.68	309.30	520.98	-
11 2120 1 01 00 5213	GUIDANCE LIFE INSURANCE	170.00	97.50	94.26	191.76	(21.76)
11 2120 1 01 00 5214	GUIDANCE DISABILITY INSURANCE	329.83	171.18	171.18	342.36	(12.53)
11 2120 1 01 00 5220	GUIDANCE FICA	9,894.34	5,707.19	3,938.37	9,645.56	248.78
11 2120 1 01 00 5232	GUIDANCE NHRS PROFESSIONAL	25,401.94	14,654.87	10,746.89	25,401.76	0.18
11 2120 1 01 00 5250	GUIDANCE UNEMPLOYMENT INSURANCE	90.09	-	60.00	60.00	30.09
11 2120 1 01 00 5260	GUIDANCE WORKER'S COMPENSATION	349.94	-	349.94	349.94	-
11 2120 1 01 00 5330	GUIDANCE OTHER PROF SVCS	-	-	-	-	-
11 2120 1 01 00 5610	GUIDANCE SUPPLIES	250.00	-	80.00	80.00	170.00
11 2120 1 01 00 5617	GUIDANCE ASSESSMENT SUPPLIES	2,552.70	-	-	-	2,552.70
11 2120 1 01 00 5643	GUIDANCE INFORMATION ACCESS FEES	500.00	-	500.00	500.00	-
11 2120 1 01 00 5810	GUIDANCE DUES & FEES	358.00	-	358.00	358.00	-
2120 Total	GUIDANCE	212,203.67	113,066.90	96,279.54	209,346.44	2,857.23
11 2130 1 01 00 5112	NURSE TEACHER SALARIES	75,705.00	43,675.97	32,218.12	75,894.09	(189.09)
11 2130 1 01 00 5114	NURSING ASSISTANT	15,296.74	8,797.94	7,111.89	15,909.83	(613.09)
11 2130 1 01 00 5120	NURSE SUBSTITUTE SALARIES	3,000.00	-	615.00	615.00	2,385.00
11 2130 1 01 00 5211	NURSE HEALTH INSURANCE	30,179.28	8,296.32	9,473.30	17,769.62	12,409.66
11 2130 1 01 00 5212	NURSE DENTAL INSURANCE	520.98	211.68	389.74	601.42	(80.44)
11 2130 1 01 00 5213	NURSE LIFE INSURANCE	73.68	55.50	37.00	92.50	(18.82)
11 2130 1 01 00 5214	NURSE DISABILITY INSURANCE	173.88	108.72	72.48	181.20	(7.32)

Auburn School District

General Expenditures

through 1 6 2025

ACCOUNT	TITLE	BUDGET	ENCUMBRANCES		ENCUMBRANCES PLUS	
			OUTSTANDING	YEAR TO DATE EXP	YTD EXPENDITURES	AVAILABLE BALANCE
11 2130 1 01 00 5220	NURSE FICA	7,191.13	4,016.83	3,013.92	7,030.75	160.38
11 2130 1 01 00 5232	NURSE NHRS PROFESSIONAL	14,868.46	8,577.96	6,290.46	14,868.42	0.04
11 2130 1 01 00 5240	NURSE TUITION REIMBURSEMENT	1,350.00	-	259.00	259.00	1,091.00
11 2130 1 01 00 5241	NURSE WORKSHOP REIMB PROF	-	-	-	-	-
11 2130 1 01 00 5250	NURSE UNEMPLOYMENT INSURANCE	45.04	-	60.00	60.00	(14.96)
11 2130 1 01 00 5260	NURSE WORKER'S COMPENSATION	190.88	-	190.88	190.88	-
11 2130 1 01 00 5330	NURSE OTHER PROF SVCS	3,000.00	-	1,399.00	1,399.00	1,601.00
11 2130 1 01 00 5610	NURSE SUPPLIES	3,000.00	37.27	1,341.59	1,378.86	1,621.14
11 2130 1 01 00 5650	NURSE SOFTWARE	1,365.50	-	-	-	1,365.50
11 2130 1 01 00 5735	NURSE REPLACEMENT EQUIPMENT	-	-	-	-	-
11 2130 1 01 00 5737	NURSE REPLACEMENT FURNITURE & F	-	-	-	-	-
11 2130 3 01 00 5330	NURSE SVCS HIGH SCHOOL OTHER PROF SVCS	-	-	-	-	-
2130 Total	HEALTH SERVICES	155,960.57	73,778.19	62,472.38	136,250.57	19,710.00
11 2140 1 01 00 5112	PSYCH SERVICES TEACHER SALARIES	82,976.00	-	-	-	82,976.00
11 2140 1 01 00 5122	PSYCH SERVICES HEALTH INSURANCE BUYOUT	-	-	-	-	-
11 2140 1 01 00 5211	PSYCH SERVICES HEALTH INSURANCE	30,179.28	-	5,700.65	5,700.65	24,478.63
11 2140 1 01 00 5212	PSYCH SERVICES DENTAL INSURANCE	520.98	-	286.12	286.12	234.86
11 2140 1 01 00 5213	PSYCH SERVICES LIFE INSURANCE	100.00	-	-	-	100.00
11 2140 1 01 00 5214	PSYCH SERVICES DISABILITY INSURANCE	200.00	-	-	-	200.00
11 2140 1 01 00 5220	PSYCH SERVICES FICA	6,347.66	-	-	-	6,347.66
11 2140 1 01 00 5232	PSYCH SERVICES NHRS PROFESSIONAL	16,296.49	-	-	-	16,296.49
11 2140 1 01 00 5250	PSYCH SERVICES UNEMPLOYMENT INSURANCE	45.04	-	-	-	45.04
11 2140 1 01 00 5260	PSYCH SERVICES WORKER'S COMPENSATION	159.06	-	159.06	159.06	-
11 2140 1 01 00 5330	PSYCH SERVICES OTHER PROF SVCS	-	90,888.00	60,312.00	151,200.00	(151,200.00)
11 2140 1 01 00 5337	PSYCH SERVICES DIAGNOSTIC TESTING	5,000.00	-	4,001.36	4,001.36	998.64
11 2140 1 01 00 5610	PSYCH SERVICES SUPPLIES	-	-	-	-	-
2140 Total	PSYCH SERVICES	141,824.51	90,888.00	70,459.19	161,347.19	(19,522.68)
11 2150 1 01 00 5112	SPEECH SVCS TEACHER SALARIES	164,165.15	47,870.82	36,093.67	83,964.49	80,200.66
11 2150 1 01 00 5122	SPEECH SVCS HEALTH INSURANCE BUYOUT	2,500.00	-	-	-	2,500.00
11 2150 1 01 00 5211	SPEECH SVCS HEALTH INSURANCE	23,174.40	9,033.40	14,199.70	23,233.10	(58.70)
11 2150 1 01 00 5212	SPEECH SVCS DENTAL INSURANCE	1,041.96	115.74	496.64	612.38	429.58
11 2150 1 01 00 5213	SPEECH SVCS LIFE INSURANCE	185.00	62.28	61.52	123.80	61.20
11 2150 1 01 00 5214	SPEECH SVCS DISABILITY INSURANCE	450.00	116.58	116.58	233.16	216.84
11 2150 1 01 00 5220	SPEECH SVCS FICA	12,749.88	3,642.61	2,592.74	6,235.35	6,514.53
11 2150 1 01 00 5232	SPEECH SVCS NHRS PROFESSIONAL	32,733.03	9,401.83	7,088.83	16,490.66	16,242.37
11 2150 1 01 00 5250	SPEECH SVCS UNEMPLOYMENT INSURANCE	90.09	-	30.00	30.00	60.09
11 2150 1 01 00 5260	SPEECH SVCS WORKER'S COMPENSATION	477.19	-	477.19	477.19	-
11 2150 1 01 00 5330	SPEECH SVCS OTHER PROF SVCS	29,540.00	88,660.15	55,589.53	144,249.68	(114,709.68)
11 2150 1 01 00 5610	SPEECH SVCS SUPPLIES	250.00	-	-	-	250.00
11 2150 2 01 00 5330	SPEECH SVCS MIDDLE OTHER PROF SVCS	-	-	-	-	-
11 2150 3 01 00 5330	SPEECH SVCS HIGH OTHER PROF SVCS	1,900.00	-	-	-	1,900.00
2150 Total	SPEECH SERVICES	269,256.70	158,903.41	116,746.40	275,649.81	(6,393.11)
11 2160 1 01 00 5111	THERAPY SVCS ADMIN/OTHER SALARIES	53,887.00	26,300.82	19,287.18	45,588.00	8,299.00

Auburn School District

General Expenditures

through 1 6 2025

ACCOUNT	TITLE	BUDGET	ENCUMBRANCES		ENCUMBRANCES PLUS	
			OUTSTANDING	YEAR TO DATE EXP	YTD EXPENDITURES	AVAILABLE BALANCE
11 2160 1 01 00 5211	THERAPY SVCS HEALTH INSURANCE	-	4,936.20	5,250.60	10,186.80	(10,186.80)
11 2160 1 01 00 5212	THERAPY SVCS DENTAL INSURANCE	-	217.90	217.90	435.80	(435.80)
11 2160 1 01 00 5213	THERAPY SVCS LIFE INSURANCE	25.00	34.50	23.00	57.50	(32.50)
11 2160 1 01 00 5214	THERAPY SVCS DISABILITY INSURANCE	221.57	67.26	44.84	112.10	109.47
11 2160 1 01 00 5220	THERAPY SVCS FICA	4,122.36	2,010.96	1,431.64	3,442.60	679.76
11 2160 1 01 00 5232	THERAPY SVCS NHRS PROFESSIONAL	10,583.41	5,165.48	3,787.97	8,953.45	1,629.96
11 2160 1 01 00 5250	THERAPY SVCS UNEMPLOYMENT INSURANCE	45.04	-	30.00	30.00	15.04
11 2160 1 01 00 5260	THERAPY SVCS WORKER'S COMPENSATION	254.50	-	254.50	254.50	-
11 2160 1 01 00 5331	THERAPY SVCS OT CONTRACTED SVCS	6,270.00	-	-	-	6,270.00
11 2160 1 01 00 5333	THERAPY SVCS VISION CONTRACTED SVCS	2,205.00	1,705.00	795.00	2,500.00	(295.00)
11 2160 1 01 00 5334	THERAPY SVCS PT CONTRACTED SVCS	10,800.00	3,652.88	5,121.12	8,774.00	2,026.00
11 2160 1 01 00 5610	THERAPY SVCS SUPPLIES	1,200.00	-	1,042.63	1,042.63	157.37
11 2160 2 01 00 5330	THERAPY SVCS - MIDDLE OTHER PROF SVCS	-	-	-	-	-
11 2160 2 01 00 5331	THERAPY SVCS - MIDDLE OT CONTRACTED SVCS	-	-	-	-	-
11 2160 2 01 00 5333	THERAPY SVCS - MIDDLE VISION CONTRACTED SVCS	-	-	-	-	-
11 2160 2 01 00 5334	THERAPY SVCS - MIDDLE PT CONTRACTED SVCS	-	-	-	-	-
11 2160 3 01 00 5330	THERAPY SVCS - HS OTHER PROF SVCS	-	-	-	-	-
11 2160 3 01 00 5331	THERAPY SVCS - HS OT CONTRACTED SVCS	-	-	-	-	-
11 2160 3 01 00 5333	THERAPY SVCS - HS VISION CONTRACTED SVCS	-	-	-	-	-
11 2160 3 01 00 5334	THERAPY SVCS - HS PT CONTRACTED SVCS	-	1,501.20	498.80	2,000.00	(2,000.00)
2160 Total	THERAPY SERVICES	89,613.88	45,592.20	37,785.18	83,377.38	6,236.50
11 2190 1 01 00 5610	OTHER SUPPORT SERVICES SUPPLIES	-	-	-	-	-
11 2190 1 01 00 5810	OTHER SUPPORT SERVICES DUES & FEES	-	-	-	-	-
2190 Total	OTHER SUPPORT SERVICES	-	-	-	-	-
11 2210 1 01 00 5111	STAFF DEVELOPMENT ADMIN/OTHER SALARIES	-	-	-	-	-
11 2210 1 01 00 5112	STAFF DEVELOPMENT TEACHER SALARIES	52,533.24	8,000.00	35,807.26	43,807.26	8,725.98
11 2210 1 01 00 5211	STAFF DEVELOPMENT HEALTH INSURANCE	-	-	-	-	-
11 2210 1 01 00 5212	STAFF DEVELOPMENT DENTAL INSURANCE	-	-	-	-	-
11 2210 1 01 00 5213	STAFF DEVELOPMENT LIFE INSURANCE	-	-	-	-	-
11 2210 1 01 00 5214	STAFF DEVELOPMENT DISABILITY INSURANCE	-	-	-	-	-
11 2210 1 01 00 5220	STAFF DEVELOPMENT FICA	4,018.80	610.47	2,605.08	3,215.55	803.25
11 2210 1 01 00 5232	STAFF DEVELOPMENT NHRS PROFESSIONAL	10,318.01	1,374.71	6,782.19	8,156.90	2,161.11
11 2210 1 01 00 5231	STAFF DEVELOPMENT NHRS SUPPORT	-	135.34	135.30	270.64	(270.64)
11 2210 1 01 00 5241	STAFF DEVELOPMENT WORKSHOP REIMB PROF	4,598.69	-	-	-	4,598.69
11 2210 1 01 00 5250	STAFF DEVELOPMENT UNEMPLOYMENT INSURANCE	-	-	-	-	-
11 2210 1 01 00 5260	STAFF DEVELOPMENT WORKER'S COMPENSATION	-	-	-	-	-
11 2210 1 01 00 5322	STAFF DEVELOPMENT ORIENTATION	1,000.00	-	968.73	968.73	31.27
11 2210 1 01 00 5330	STAFF DEVELOPMENT OTHER PROF SVCS	-	-	1,295.40	1,295.40	(1,295.40)
11 2210 1 01 00 5641	STAFF DEVELOPMENT TEXTBOOKS	100.00	-	-	-	100.00
2210 Total	STAFF DEVELOPMENT	72,568.74	10,120.52	47,593.96	57,714.48	14,854.26
11 2220 1 01 00 5111	MEDIA ADMIN/OTHER SALARIES	83,174.00	47,552.49	34,871.76	82,424.25	749.75
11 2220 1 01 00 5114	MEDIA PARAPROFESSIONAL	28,138.35	21,053.51	12,632.52	33,686.03	(5,547.68)

Auburn School District

General Expenditures

through 1 6 2025

ACCOUNT	TITLE	BUDGET	ENCUMBRANCES		ENCUMBRANCES PLUS	
			OUTSTANDING	YEAR TO DATE EXP	YTD EXPENDITURES	AVAILABLE BALANCE
11 2220 1 01 00 5211	MEDIA HEALTH INSURANCE	36,536.40	14,808.40	19,974.70	34,783.10	1,753.30
11 2220 1 01 00 5212	MEDIA DENTAL INSURANCE	520.98	344.24	633.74	977.98	(457.00)
11 2220 1 01 00 5213	MEDIA LIFE INSURANCE	110.00	73.56	72.06	145.62	(35.62)
11 2220 1 01 00 5214	MEDIA DISABILITY INSURANCE	230.00	112.44	112.44	224.88	5.12
11 2220 1 01 00 5220	MEDIA FICA	8,515.39	5,228.85	3,472.47	8,701.32	(185.93)
11 2220 1 01 00 5232	MEDIA NHRS PROFESSIONAL	16,335.37	9,339.31	6,848.82	16,188.13	147.24
11 2220 1 01 00 5241	MEDIA WORKSHOP REIMB PROF	-	-	-	-	-
11 2220 1 01 00 5250	MEDIA UNEMPLOYMENT INSURANCE	90.09	-	60.00	60.00	30.09
11 2220 1 01 00 5260	MEDIA WORKER'S COMPENSATION	311.77	-	311.77	311.77	-
11 2220 1 01 00 5430	MEDIA REPAIRS & MAINT SERVICES	1,404.05	620.30	1,900.14	2,520.44	(1,116.39)
11 2220 1 01 00 5442	MEDIA RENTAL OF EQUIPMENT	-	1,344.36	1,344.36	2,688.72	(2,688.72)
11 2220 1 01 00 5610	MEDIA SUPPLIES	977.55	-	733.35	733.35	244.20
11 2220 1 01 00 5641	MEDIA TEXTBOOKS	2,000.00	888.07	803.48	1,691.55	308.45
11 2220 1 01 00 5642	MEDIA ELECTRONIC INFORMATION	-	-	-	-	-
11 2220 1 01 00 5643	MEDIA INFORMATION ACCESS FEES	9,258.28	-	3,138.82	3,138.82	6,119.46
11 2220 1 01 00 5644	MEDIA PERIODICALS	539.99	-	344.94	344.94	195.05
11 2220 1 01 00 5735	MEDIA REPLACEMENT EQUIPMENT	-	-	-	-	-
11 2220 1 01 00 5810	MEDIA DUES & FEES	230.00	-	188.00	188.00	42.00
2220 Total	MEDIA	188,372.22	101,365.53	87,443.37	188,808.90	(436.68)
11 2310 1 01 00 5111	SCHOOL BOARD SERVICES ADMIN/OTHER SALARIES	-	-	-	-	-
11 2310 1 01 00 5113	SCHOOL BOARD SERVICES TREASURER SALARY	2,300.00	1,150.00	1,150.00	2,300.00	-
11 2310 1 01 00 5115	SCHOOL BOARD SERVICES SECRETARIAL SALARIES	2,250.00	-	900.00	900.00	1,350.00
11 2310 1 01 00 5220	SCHOOL BOARD SERVICES FICA	348.23	87.98	156.86	244.84	103.39
11 2310 1 01 00 5231	SCHOOL BOARD SERVICES NHRS SUPPORT	304.43	-	121.80	121.80	182.63
11 2310 1 01 00 5330	SCHOOL BOARD SERVICES OTHER PROF SVCS	-	-	-	-	-
11 2310 1 01 00 5332	SCHOOL BOARD SERVICES AUDIT EXPENSES	9,200.00	2,300.00	6,900.00	9,200.00	-
11 2310 1 01 00 5338	SCHOOL BOARD SERVICES CRIMINAL RECORD CHECK	1,500.00	110.84	937.41	1,048.25	451.75
11 2310 1 01 00 5341	SCHOOL BOARD SERVICES LEGAL & CONSULTING	20,000.00	10,844.00	14,690.38	25,534.38	(5,534.38)
11 2310 1 01 00 5342	SCHOOL BOARD SERVICES DISTRICT MEETING SERVICES	500.00	100.00	-	100.00	400.00
11 2310 1 01 00 5613	SCHOOL BOARD SERVICES SCHOOL BOARD SUPPLIES	275.00	-	160.85	160.85	114.15
11 2310 1 01 00 5614	SCHOOL BOARD SERVICES DISTRICT MEETING SUPPLIES	1,750.00	1,000.00	-	1,000.00	750.00
11 2310 1 01 00 5618	SCHOOL BOARD SERVICES TREASURER SUPPLIES	500.00	-	-	-	500.00
11 2310 1 01 00 5810	SCHOOL BOARD SERVICES DUES & FEES	-	-	-	-	-
11 2310 1 01 00 5840	SCHOOL BOARD CONTINGENCY	188,291.94	-	-	-	188,291.94
2310 Total	SCHOOL BOARD SERVICES	227,219.60	15,592.82	25,017.30	40,610.12	186,609.48
11 2320 0 01 00 5590	SAU SERVICES SAU SERVICES	389,399.00	-	389,399.00	389,399.00	-
2320 Total	SAU SERVICES	389,399.00	-	389,399.00	389,399.00	-
11 2410 1 01 00 5111	PRINCIPAL SERVICES ADMIN/OTHER SALARIES	123,445.50	56,974.90	66,470.60	123,445.50	-
11 2410 1 01 00 5115	PRINCIPAL SERVICES SECRETARIAL SALARIES	82,317.11	21,131.64	36,302.51	57,434.15	24,882.96
11 2410 1 01 00 5118	PRINCIPAL SERVICES ASSISTANT PRINCIPAL SALAR	199,925.10	92,273.08	107,652.02	199,925.10	-
11 2410 1 01 00 5122	PRINCIPAL SERVICES HEALTH INSURANCE BUYOUT	-	-	-	-	-
11 2410 1 01 00 5211	PRINCIPAL SERVICES HEALTH INSURANCE	99,429.84	43,189.62	55,401.09	98,590.71	839.13
11 2410 1 01 00 5212	PRINCIPAL SERVICES DENTAL INSURANCE	3,109.50	998.23	1,337.99	2,336.22	773.28

Auburn School District

General Expenditures

through 1 6 2025

ACCOUNT	TITLE	BUDGET	ENCUMBRANCES		ENCUMBRANCES PLUS	
			OUTSTANDING	YEAR TO DATE EXP	YTD EXPENDITURES	AVAILABLE BALANCE
11 2410 1 01 00 5213	PRINCIPAL SERVICES LIFE INSURANCE	500.00	272.28	272.28	544.56	(44.56)
11 2410 1 01 00 5214	PRINCIPAL SERVICES DISABILITY INSURANCE	1,100.00	539.46	539.46	1,078.92	21.08
11 2410 1 01 00 5220	PRINCIPAL SERVICES FICA	31,035.11	13,011.91	15,220.97	28,232.88	2,802.23
11 2410 1 01 00 5231	PRINCIPAL SERVICES NHRS SUPPORT	11,137.50	2,859.07	4,742.17	7,601.24	3,536.26
11 2410 1 01 00 5232	PRINCIPAL SERVICES NHRS PROFESSIONAL	63,509.99	29,312.30	34,197.80	63,510.10	(0.11)
11 2410 1 01 00 5240	PRINCIPAL SERVICES TUITION REIMBURSEMENT	-	-	-	-	-
11 2410 1 01 00 5241	PRINCIPAL SERVICES WORKSHOP REIMB PROF	1,350.00	-	1,580.00	1,580.00	(230.00)
11 2410 1 01 00 5244	PRINCIPAL SERVICES SECRETARIAL WORKSHOP	600.00	-	314.86	314.86	285.14
11 2410 1 01 00 5250	PRINCIPAL SERVICES UNEMPLOYMENT INSURANCE	210.21	-	120.00	120.00	90.21
11 2410 1 01 00 5260	PRINCIPAL SERVICES WORKER'S COMPENSATION	1,113.45	-	1,113.45	1,113.45	-
11 2410 1 01 00 5430	PRINCIPAL SERVICES REPAIRS & MAINT SERVICES	20,000.00	1,217.99	11,357.16	12,575.15	7,424.85
11 2410 1 01 00 5442	PRINCIPAL SERVICES RENTAL OF EQUIPMENT	15,000.00	986.82	986.82	1,973.64	13,026.36
11 2410 1 01 00 5531	PRINCIPAL SERVICES TELEPHONE	22,320.00	5,693.01	8,345.56	14,038.57	8,281.43
11 2410 1 01 00 5532	PRINCIPAL SERVICES DATA COMMUNICATIONS	-	7,576.23	3,941.12	11,517.35	(11,517.35)
11 2410 1 01 00 5534	PRINCIPAL SERVICES POSTAGE	3,000.00	-	3,000.00	3,000.00	-
11 2410 1 01 00 5540	PRINCIPAL SERVICES ADVERTISING	400.00	-	-	-	400.00
11 2410 1 01 00 5550	PRINCIPAL SERVICES PRINTING	500.00	-	-	-	500.00
11 2410 1 01 00 5580	PRINCIPAL SERVICES MILEAGE REIMBURSEMENT	800.00	-	358.20	358.20	441.80
11 2410 1 01 00 5610	PRINCIPAL SERVICES SUPPLIES	1,800.00	-	512.85	512.85	1,287.15
11 2410 1 01 00 5735	PRINCIPAL SERVICES REPLACEMENT EQUIPMENT	2,000.00	-	-	-	2,000.00
11 2410 1 01 00 5737	PRINCIPAL SERVICES REPLACEMENT FURNITURE & F	500.00	-	-	-	500.00
11 2410 1 01 00 5810	PRINCIPAL SERVICES DUES & FEES	-	-	-	-	-
2410 Total	PRINCIPAL SERVICES	685,103.31	276,036.54	353,766.91	629,803.45	55,299.86
11 2600 1 01 00 5111	MAINTENANCE ADMIN/OTHER SALARIES	91,927.50	42,428.12	49,499.38	91,927.50	-
11 2600 1 01 00 5116	MAINTENANCE CUSTODIAL SALARIES	184,994.69	114,884.82	84,111.90	198,996.72	(14,002.03)
11 2600 1 01 00 5211	MAINTENANCE HEALTH INSURANCE	92,970.24	26,933.64	41,397.11	68,330.75	24,639.49
11 2600 1 01 00 5212	MAINTENANCE DENTAL INSURANCE	4,074.40	907.86	1,708.08	2,615.94	1,458.46
11 2600 1 01 00 5213	MAINTENANCE LIFE INSURANCE	250.00	168.84	161.32	330.16	(80.16)
11 2600 1 01 00 5214	MAINTENANCE DISABILITY INSURANCE	500.00	407.28	320.08	727.36	(227.36)
11 2600 1 01 00 5220	MAINTENANCE FICA	21,184.55	12,021.75	10,082.94	22,104.69	(920.14)
11 2600 1 01 00 5231	MAINTENANCE NHRS SUPPORT	32,265.02	17,002.28	15,431.21	32,433.49	(168.47)
11 2600 1 01 00 5232	MAINTENANCE NHRS PROFESSIONAL	-	-	-	-	-
11 2600 1 01 00 5241	MAINTENANCE WORKSHOP REIMB PROF	450.00	-	-	-	450.00
11 2600 1 01 00 5250	MAINTENANCE UNEMPLOYMENT INSURANCE	262.77	-	180.00	180.00	82.77
11 2600 1 01 00 5260	MAINTENANCE WORKER'S COMPENSATION	5,060.48	-	5,060.48	5,060.48	-
11 2600 1 01 00 5360	MAINTENANCE CONTRACTED SERVICES	3,900.00	-	4,360.00	4,360.00	(460.00)
11 2600 1 01 00 5430	MAINTENANCE REPAIRS & MAINT SERVICES	20,630.00	5,774.00	16,078.27	21,852.27	(1,222.27)
11 2600 1 01 00 5431	MAINTENANCE REPAIRS EQUIPMENT	560.00	-	-	-	560.00
11 2600 1 01 00 5432	MAINTENANCE REPAIRS BUILDINGS	17,100.00	8,873.50	8,515.70	17,389.20	(289.20)
11 2600 1 01 00 5433	MAINTENANCE REPAIRS GROUNDS	24,425.00	847.71	13,182.29	14,030.00	10,395.00
11 2600 1 01 00 5434	MAINTENANCE BUILDING IMPROVEMENTS	39,500.00	-	39,233.50	39,233.50	266.50
11 2600 1 01 00 5435	MAINTENANCE SEC & SAFETY EQUIP REPAIR	1,875.00	-	383.00	383.00	1,492.00
11 2600 1 01 00 5437	MAINTENANCE GARBAGE REMOVAL	12,950.00	7,365.22	5,233.08	12,598.30	351.70

Auburn School District

General Expenditures

through 1 6 2025

ACCOUNT	TITLE	BUDGET	ENCUMBRANCES		ENCUMBRANCES PLUS	
			OUTSTANDING	YEAR TO DATE EXP	YTD EXPENDITURES	AVAILABLE BALANCE
11 2600 1 01 00 5438	MAINTENANCE GROUNDS MAINTENANCE CONTR	14,820.00	4,295.00	10,525.00	14,820.00	-
11 2600 1 01 00 5439	MAINTENANCE LIFE SAFETY REPAIRS	6,050.00	-	6,514.67	6,514.67	(464.67)
11 2600 1 01 00 5521	MAINTENANCE PROPERTY/LIABILITY INS	35,698.00	-	35,698.00	35,698.00	-
11 2600 1 01 00 5531	MAINTENANCE TELEPHONE	-	840.00	600.00	1,440.00	(1,440.00)
11 2600 1 01 00 5580	MAINTENANCE MILEAGE REIMBURSEMENT	750.00	-	194.97	194.97	555.03
11 2600 1 01 00 5610	MAINTENANCE SUPPLIES	20,515.00	9,026.71	10,801.19	19,827.90	687.10
11 2600 1 01 00 5612	MAINTENANCE MAINTENANCE SUPPLIES	9,000.00	495.61	6,765.25	7,260.86	1,739.14
11 2600 1 01 00 5621	MAINTENANCE PROPANE	45,000.00	39,001.70	5,998.30	45,000.00	-
11 2600 1 01 00 5622	MAINTENANCE ELECTRICITY	100,000.00	64,151.19	35,848.81	100,000.00	-
11 2600 1 01 00 5731	MAINTENANCE NEW EQUIPMENT	1,100.00	-	582.00	582.00	518.00
11 2600 1 01 00 5735	MAINTENANCE REPLACEMENT EQUIPMENT	750.00	-	233.97	233.97	516.03
2600 Total	MAINTENANCE	788,562.65	355,425.23	408,700.50	764,125.73	24,436.92
11 2700 0 01 00 5517	REG ED TRANSPORTATION ATHLETIC TRANS	15,000.00	5,000.00	7,026.30	12,026.30	2,973.70
11 2700 0 01 00 5518	REG ED TRANSPORTATION FIELD TRIP TRANS	7,500.00	1,428.88	3,055.81	4,484.69	3,015.31
11 2700 0 01 00 5519	REG ED TRANSPORTATION TRANSPORTATION	719,698.35	464,214.24	151,580.16	615,794.40	103,903.95
11 2700 0 01 61 5519	SPED TRANSPORTATION TRANSPORTATION	560,000.00	300,707.46	180,976.04	481,683.50	78,316.50
2700 Total	TRANSPORTATION	1,302,198.35	771,350.58	342,638.31	1,113,988.89	188,209.46
11 2840 1 01 00 5111	IT ADMIN/OTHER SALARIES	94,554.00	43,640.34	50,913.66	94,554.00	-
11 2840 1 01 00 5114	IT PARAPROFESSIONAL	17,952.00	11,523.00	9,037.00	20,560.00	(2,608.00)
11 2840 1 01 00 5121	IT STAFFING TIME SALARIES	-	-	-	-	-
11 2840 1 01 00 5122	IT HEALTH INSURANCE BUYOUT	-	-	-	-	-
11 2840 1 01 00 5211	IT HEALTH INSURANCE	23,174.40	9,190.70	13,727.80	22,918.50	255.90
11 2840 1 01 00 5212	IT DENTAL INSURANCE	520.98	174.60	346.38	520.98	-
11 2840 1 01 00 5213	IT LIFE INSURANCE	125.00	71.28	71.28	142.56	(17.56)
11 2840 1 01 00 5214	IT DISABILITY INSURANCE	250.00	136.74	136.74	273.48	(23.48)
11 2840 1 01 00 5220	IT FICA	8,606.71	4,206.50	4,397.27	8,603.77	2.94
11 2840 1 01 00 5231	IT NHRS SUPPORT	12,793.16	5,904.54	6,888.56	12,793.10	0.06
11 2840 1 01 00 5241	IT WORKSHOP REIMB PROF	750.00	-	-	-	750.00
11 2840 1 01 00 5250	IT UNEMPLOYMENT INSURANCE	52.56	-	60.00	60.00	(7.44)
11 2840 1 01 00 5260	IT WORKER'S COMPENSATION	668.08	-	668.08	668.08	-
11 2840 1 01 00 5330	IT OTHER PROF SVCS	29,758.00	3,700.00	9,658.50	13,358.50	16,399.50
11 2840 1 01 00 5431	IT REPAIRS EQUIPMENT	2,000.00	-	784.98	784.98	1,215.02
11 2840 1 01 00 5531	IT TELEPHONE	-	480.00	240.00	720.00	(720.00)
11 2840 1 01 00 5610	IT SUPPLIES	2,750.00	441.87	1,904.30	2,346.17	403.83
11 2840 1 01 00 5641	IT TEXTBOOKS	-	-	-	-	-
11 2840 1 01 00 5643	IT INFORMATION ACCESS FEES	-	3,586.81	3,002.76	6,589.57	(6,589.57)
11 2840 1 01 00 5650	IT SOFTWARE	30,628.75	-	22,289.90	22,289.90	8,338.85
11 2840 1 01 00 5733	IT NEW FURNITURE	-	-	-	-	-
11 2840 1 01 00 5734	IT NEW COMPUTER EQUIP	6,032.96	219.99	4,892.99	5,112.98	919.98
11 2840 1 01 00 5738	IT REPLACE COMPUTERS	45,500.00	2,492.00	41,822.00	44,314.00	1,186.00
11 2840 1 01 00 5810	IT DUES & FEES	970.00	-	350.00	350.00	620.00
2840 Total	INFORMATION TECHNOLOGY	277,086.60	85,768.37	171,192.20	256,960.57	20,126.03
11 2900 1 01 00 5114	WAGE POOL	20,000.00	-	-	-	20,000.00

Auburn School District

General Expenditures

through 1 6 2025

ACCOUNT	TITLE	BUDGET	ENCUMBRANCES		ENCUMBRANCES PLUS	
			OUTSTANDING	YEAR TO DATE EXP	YTD EXPENDITURES	AVAILABLE BALANCE
2900 Total	WAGE POOL	20,000.00	-	-	-	20,000.00
11 5110 1 01 00 5910	PRINCIPAL OF DEBT PRINCIPAL OF DEBT	785,000.00	-	785,000.00	785,000.00	-
5110 Total	DEBT SERVICE PRINCIPAL	785,000.00	-	785,000.00	785,000.00	-
11 5120 1 01 00 5830	DEBT SERVICE INTEREST	393,095.00	186,538.75	206,556.25	393,095.00	-
5120 Total	DEBT SERVICE INTEREST	393,095.00	186,538.75	206,556.25	393,095.00	-
11 5310 1 01 00 5564	CHARTER SCHOOL TUITION	11,000.00	-	-	-	11,000.00
5310 Total	CHARTER SCHOOL TUITION	11,000.00	-	-	-	11,000.00
Grand Total		17,748,354.40	8,127,007.01	8,890,011.63	17,017,018.64	731,335.76

Second Reading Policies - Auburn			XI.A.
		2nd Board Reading Date:	11/12/2024
		1st Board Reading Date:	10/8/2024
		Committee Meeting Date:	10/1/2024
CURRENT CODE	POLICY TITLE/CATEGORY	SUGGESTIONS/REQUIREMENTS	Last reviewed
AC	Non-Discrimination	No changes made by Board	
ACE	Procedural Safeguards: Nondiscrimination on the Basis of Disability	No changes made by Board	
GBAA and JBAA	Sexual Harassment and Sexual Violence- Staff / Students	Clarifications made by D. Gorrow from Soule, Leslie - highlighted in BLUE	
JICD	Student Conduct, Discipline	Added word - highlighted in BLUE	

AUBURN SCHOOL DISTRICT
NON-DISCRIMINATION, EQUAL OPPORTUNITY EMPLOYMENT AND DISTRICT ANTI-
DISCRIMINATION POLICY

The District does not discriminate and prohibits discrimination on the basis of age, sex, gender, gender identity, race, creed, color, religion, familial status, marital status, sexual orientation, national or ethnic origin, economic status, or disability, or any other classes protected under federal or state law, for employment in, participation in, admission/access to, or operation and administration of any educational program or activity in the School District. The District will not discriminate against any student or employee who is a victim of domestic violence, harassment, sexual assault, or stalking.

The Superintendent or his/her designee will receive all inquiries, complaints, and other communications relative to this policy and the applicable laws and regulations concerned with non-discrimination.

This policy of non-discrimination is applicable to all persons employed or served by the District. Any complaints or alleged infractions of the policy, law or applicable regulations will be processed through the grievance procedure. This policy implements PL 94-142, Section 504 of The Rehabilitation Act of 1973, Title II of The American with Disabilities Act, Title VI or VII of The Civil Rights Act of 1964, Title IX of The Education Amendments of 1972, and the laws of New Hampshire pertaining to non-discrimination, including RSA 354-A and RSA 193:38 – 193:40.

The Superintendent shall develop and provide to the Board for approval, a coordinated written District Anti-Discrimination Plan (the "Plan") to include guidelines, protocols and procedures intended to prevent, assess the presence of, intervene in, and respond to incidents of discrimination.

Complaint and Reporting Procedures

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

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

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

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

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

Title IX

Inquiries about Title IX may be referred to the District's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both, whose contact information is below.

The District's nondiscrimination policy and grievance procedures can be located at [include link to location(s) on website or otherwise describe location(s)].

To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please refer to Policies GBAA and JBAA [include link to location(s) on website or otherwise describe location(s)].

Alternative Complaint Procedures and Legal Remedies

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

1. Office for Civil Rights, U.S. Department of Education, 5 Post Office Square, 8th Floor, Boston, MA 02109-3921; Telephone number: (617) 289-0111; Fax number: (617) 289-0150; Email: OCR.Boston@ed.gov
Note: Complaints to OCR must be filed in writing no later than 180 days after the alleged act(s) of discrimination. OCR may waive its 180 day time limit based on OCR policies and procedures.
2. New Hampshire Commission for Human Rights, 2 Industrial Park Drive, Concord, NH 03301; Telephone number: (603) 271-2767; Email: humanrights@nh.gov

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

Retaliation Prohibited

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

The Superintendent shall ensure that District and or building personnel are assigned to the positions listed below:

Human Rights Officer –Human Resources Director
(90 Farmer Road, Hooksett, NH 03106 622-3731 x 4018)
Title IX Coordinator **Assistant Superintendent**
(90 Farmer Road, Hooksett, NH 622-3731 x 4012)
504 Coordinator –Assistant Principal
(Auburn Village School 11 Eaton Hill Road, Auburn, NH 483-2769 x 1001)

This policy will be reviewed annually.

Legal References:

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

RSA 354-A:7 Unlawful Discriminatory Practices, The Age Discrimination in Employment Act of 196, Title VII of The Americans with Disabilities Act of 1990, Title VII of The Civil Rights Act of 1964 (15 or more employees), RSA 186:11, XXXIII, Discrimination, RSA 275:71, Prohibited Conduct by Employer, ED 306

Adopted: November 8, 1989

Revised: September 10, 1992, June 8, 1999, March 16, 2001, March 13, 2007, December 11, 2018, December 10, 2019, July 28, 2020

Reviewed: June 8, 2021, May 10, 2022, May 4, 2023

Revised: August 22, 2023

**AUBURN SCHOOL DISTRICT
PROCEDURAL SAFEGUARDS: NON-DISCRIMINATION ON THE BASIS OF
HANDICAP/DISABILITY**

The Auburn School District will ensure that all students with a **handicap or** disability are provided all necessary procedural safeguards as are required by law. Such procedural safeguards are found in pertinent federal and state laws and regulations. In addition, all staff, students, parents and other interested persons are directed to the New Hampshire Department of Education Procedural Safeguards Handbook.

For reporting or making a complaint of discrimination or harassment relative to a disability or perceived disability, see Auburn School District Policy AC.

Legal References:

NHDOE Admin Rules, Ed 1120, Procedural Safeguards 34 C.F.R. Part 104, Nondiscrimination on the Basis of Handicap Section 504 of the Rehabilitation Act of 1973

Adopted: July 10, 1979
Revised: September 10, 1992
Adopted: June 8, 1999
Revised: December 13, 2016
Revised: January 10, 2017

AUBURN SCHOOL DISTRICT
TITLE IX SEXUAL HARASSMENT AND SEXUAL VIOLENCE-EMPLOYEES

SEXUAL DISCRIMINATION, HARASSMENT AND VIOLENCE

I. PURPOSE

The purpose of this policy is to maintain a working environment that is free from sexual discrimination, harassment and violence, or other improper or inappropriate behavior that may constitute harassment as defined below. The District does not discriminate on the basis of sex and prohibits sex discrimination in employment or in any education program or activity that it operates as required by Title IX.

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

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

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

The grievance procedures provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in its education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX or the Title IX regulations.

II. TITLE IX COORDINATOR

The District's Title IX Coordinator is: Assistant Superintendent, 90 Farmer Rd., Hooksett, NH 03106, ksarfde@sau15.net 603-322-3731 x 4012.

The Title IX Coordinator is responsible for coordinating the District's efforts to comply with Title IX, including offering and coordinating the effective implementation of supportive measures; and effective implementation of remedies; treating the complainant and respondent equitably; notifying the complainant or, if the complainant is unknown, the individual who reported the conduct of the grievance procedures; notifying the respondent of all the grievance procedures; initiating the grievance procedures; and implementing remedies.

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

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

III. SEXUAL DISCRIMINATION, HARASSMENT/SEXUAL VIOLENCE DEFINED

A. Sex discrimination is discrimination based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

Sex-based harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, that is:

1. **Quid pro quo harassment.** An employee, agent, or other person authorized by the District to provide an aid, benefit, or service under the District's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;

2. **Hostile environment harassment.** Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the District's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

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

3. **Specific offenses.**

- a. **Sexual assault** meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
- b. **Dating violence** meaning violence committed by a person:
 - (A) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - (B) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (1) The length of the relationship;
 - (2) The type of relationship; and
 - (3) The frequency of interaction between the persons involved in the relationship;

c. **Domestic violence** meaning felony or misdemeanor crimes

committed by a person who:

- (A) Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the District, or a person similarly situated to a spouse of the victim;
- (B) Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
- (C) Shares a child in common with the victim; or
- (D) Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction; or

d. **Stalking** meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (A) Fear for the person's safety or the safety of others; or
- (B) Suffer substantial emotional distress.

B. Sexual Harassment/Discrimination State Law

Some forms of sex discrimination/harassment do not meet the definition in Title IX but are prohibited under State law.

State law defines sex discrimination/harassment as:

Unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal or physical conduct of a sexual nature constitutes sexual harassment when:

- (a) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or educational benefits;
- (b) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions or educational benefits affecting such individual; or
- (c) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or a student's academic performance or creating an intimidating, hostile, or offensive working environment.

Conduct violating State law but not Title IX will be investigated under other Policies such as Policy AC.

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

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature that satisfies one or more of the following:

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

C. Examples of Sexual Discrimination/Harassment

Sexual harassment may include, but is not limited to:

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

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

IV. REPORTING PROCEDURES

This Policy shall apply to all students, employees, volunteers, and third parties including those who contract with the District to provide services to the District's students or employees, upon District property or during any school program or activity. All District employees except confidential employees who receive information or become aware of conduct that may reasonably be sex discrimination must immediately notify the Title IX Coordinator. If the report is about conduct by the Title IX Coordinator, the report shall be made to the Superintendent. The reporting requirements do not apply to an employee who has been personally subjected to conduct that reasonably may constitute sex discrimination under Title IX.

A "confidential employee" is a District employee whose communications are privileged or confidential under State or Federal law, and who receives information that reasonably may be sex discrimination while functioning within the scope of the employee's privileged or confidential duties. However, a confidential employee must specifically advise the individual reporting sex discrimination:

- a. The employee's status as a confidential employee under Title IX, including the circumstances in which the employee is not required to notify the Title IX Coordinator about conduct that reasonably may constitute sex discrimination;
- b. How to contact the District's Title IX Coordinator and how to make a complaint of sex discrimination; and
- c. The Title IX Coordinator may be able to offer and coordinate supportive measures, as well as initiate an investigation under the Grievance Procedures.

An employee required to report conduct that may reasonably be sex discrimination who fails to report the conduct will be subject to discipline up to and including suspension or termination. Any employee who believes he or she has been the victim of sexual harassment should report the alleged act(s) immediately to their immediate supervisor. That employee shall then report the allegation immediately to an appropriate District official, as designated by this policy. The District encourages the reporting employee to use the report form available from the Principal of each building or available from the Superintendent's office:

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

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

The following individuals have a right to make a complaint of sex discrimination, including complaints of sex-based harassment, requesting that the District investigate and make a determination about alleged discrimination under Title IX:

1. A "complainant," which includes:
 - a. a student or employee of the District who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX;
 - b. a person other than a student or employee of the District who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX at a time when that individual was participating or attempting to participate in the District's education program or activity;
2. A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or
3. The District's Title IX Coordinator.

If the complainant or respondent is a student with a disability, the Title IX Coordinator shall consult with one or more members of the student's IEP or Section 504 team to determine how to comply with the IDEA and Section 504 throughout the grievance procedures.

A person is entitled to make a complaint of sex-based harassment only if the individual is alleged to have been subjected to the sex-based harassment, if the individual has a legal right to act on behalf of such person, or if the Title IX Coordinator initiates a complaint consistent with the requirements in Section VI.

With respect to complaints of sex discrimination other than sex-based harassment, in addition to the individuals listed above, the following individuals have a right to make a complaint:

1. Any student or employee the District; or
2. Any person other than a student or employee who was participating or attempting to participate in the District's education program or activity at the time of the alleged sex discrimination.

The District may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances, and the consolidation does not violate FERPA. Consolidation does not violate FERPA when the District obtains prior written consent from the parents to disclose their child's education records.

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

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

administrative leave during the pendency of the grievance process. The District may remove a respondent from its education programs or activities on an emergency basis based upon an individualized safety and risk analysis that determines that the respondent poses an immediate threat to the physical health or safety of any employee or other individual arising from the allegations of sexual harassment. The District shall provide the respondent with notice and an opportunity to challenge the decision immediately upon removal. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint. These provisions do not modify rights under the IDEA, Section 504, or the ADA. The District's response shall not restrict rights protected by the United States Constitution including the First, Fifth, and Fourteenth Amendments.

VI. TITLE IX COORDINATOR INITIATING A COMPLAINT

1. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence of an informal resolution process, the Title IX Coordinator may determine whether to initiate a complaint of sex discrimination by making a fact-specific determination considering at a minimum the following factors:
 - a. The complainant's request not to proceed with initiation of a complaint;
 - b. The complainant's reasonable safety concerns regarding initiation of a complaint;
 - c. The risk that additional acts of sex discrimination would occur if a complaint is not initiated;
 - d. The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from school or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
 - e. The age and relationship of the parties, including whether the respondent is an employee of the District;
 - f. The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
 - g. The availability of evidence to assist a decision maker in determining whether sex discrimination occurred; and
 - h. Whether the District could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.
2. If, after considering these and other relevant factors, the Title IX Coordinator determines that the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or that the conduct as alleged prevents the District from ensuring equal access on the basis of sex to its education program or activity, the Title IX Coordinator may initiate a complaint.
3. If the Title IX Coordinator determines to initiate a complaint, the Title IX Coordinator shall notify the complainant prior to doing so and appropriately address reasonable concerns about the complainant's safety or the safety of others, including by providing supportive measures.
4. Regardless of whether a complaint is initiated, the Title IX Coordinator shall take other appropriate prompt and effective steps, in addition to steps necessary to effectuate the remedies provided to an individual complainant, if any, to ensure that sex discrimination does not continue or recur within the District's education program or

activity.

VII. SUPPORTIVE MEASURES

Supportive measures are individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to the complainant or respondent to:

1. Restore or preserve that party's access to the District's education program or activity, including measures that are designed to protect the safety of the parties or the District's educational environment; or
2. Provide support during the District's grievance procedures.

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

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

VII. FORMAL COMPLAINTS

A formal complaint is a document filed by a person who is alleged to be the victim of conduct that could constitute sexual harassment (the complainant) or signed by the Title IX Coordinator and requesting that the District investigate the allegation of sexual harassment. The formal complaint may be filed with the Title IX Coordinator in person, by mail, or e-mail and must contain the complainant's physical or digital signature or otherwise indicate that the complainant is the person filing the formal complaint.

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

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

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

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

VIII. GRIEVANCE PROCEDURE FOR FORMAL COMPLAINTS

A. Notice of Allegations

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

1. The District's Title IX grievance procedures;

2. Sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s);
3. Retaliation is prohibited; and
4. The parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence. If the District provides a description of the evidence, the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party.

If, in the course of an investigation, the District decides to investigate additional allegations of sex discrimination by the respondent toward the complainant that are not included in the notice provided or that are included in a complaint that is consolidated, the District will notify the parties of the additional allegations.

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

B. Grievance Procedure Requirements

The District requires that any Title IX Coordinator, investigator, or decisionmaker must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The District will use a single-investigator model in which the investigator and decisionmaker will be the same person. The investigator may be the Title IX Coordinator or a District employee or independent third-party investigator as determined by the Superintendent.

The District presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures.

The District has established the following timeframes for the major stages of the grievance procedures:

1. Evaluating whether to investigate or dismiss complaint – three (3) school days
2. Investigation – ten (10) school days
3. Determination – five (5) school days after investigation is completed
4. Appeal of dismissal – five (5) school days after dismissal
5. Hearing on dismissal appeal – ten (10) school days

The Superintendent may grant a reasonable extension of the timeframes on a case-by-case basis at the request of either party, the Title IX Coordinator, or investigator, for good cause with notice to the parties that includes the reason for the delay. Good cause may include the availability of parties or witnesses, holidays or vacations, concurrent law enforcement or other agency activity, or the need to accommodate disabilities.

The District will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties cannot engage in any retaliation, including retaliation against witnesses.

The District will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory and exculpatory evidence. Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

"Relevant Evidence" is evidence related to the allegations of sex discrimination under investigation. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be accessed or considered, except by the District to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:

1. Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
 2. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the District obtains that party's or witness's voluntary, written consent for use in its grievance procedures; and
 3. Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.
1. Both the complainant and respondent shall have an equal opportunity to submit and review evidence throughout the investigation;
 2. The District will use trained Title IX personnel to objectively evaluate all relevant evidence without prejudgment of the facts at issue and free from conflicts of interest or bias for or against either party.
 3. The District will protect the parties' privacy by requiring a party's written consent before using the party's medical, psychological or similar treatment records during a grievance process.
 4. The District will obtain the parties' voluntary written consent before using any kind of informal resolution process, such as mediation or restorative justice, and not use an informal process where an employee allegedly sexually harassed a student.
 5. The District will apply a presumption that the respondent is not responsible during the grievance process so that the District bears the burden of proof and the standard of evidence is applied correctly.

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

IX. INVESTIGATION

The Title IX Coordinator (or the Superintendent, if the Title IX Coordinator is the subject of the complaint), upon receipt of a formal complaint alleging sexual harassment shall immediately evaluate the complaint and determine whether to authorize an investigation is required. This investigation may be conducted by District officials or by a third party designated by the District as determined by the Superintendent.

The investigating party shall provide a written report of the status of the investigation within ten (10) working days to the Title IX Coordinator. If the Title IX Coordinator is the subject of the complaint, the report shall be submitted to the Superintendent.

The District will provide for adequate, reliable, and impartial investigation of complaints.

The burden is on the District—not on the parties—to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred.

The District will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible.

The District will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance.

The District will provide each party with an equal opportunity to access the evidence that is relevant to the allegations of sex discrimination and not otherwise impermissible, in the following manner:

1. The District will provide an equal opportunity to access either the relevant and not otherwise impermissible evidence, or an accurate description of this evidence. If the District provides a description of the evidence, the District will provide the parties

with an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party;

2. The District will provide a reasonable opportunity to respond to the evidence or the accurate description of the evidence; and

—The District will take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. Disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

Questioning the Parties and Witnesses

The District will provide a process that enables the decisionmaker to question parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination.

In the single-investigator model, credibility will be determined during the investigation process.

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

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

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

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

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

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

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

X. DETERMINING RESPONSIBILITY WHETHER SEX DISCRIMINATION OCCURRED

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the District will:

1. Use the preponderance of the evidence standard to determine whether sex discrimination occurred. The standard of proof requires the decisionmaker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness. If the decisionmaker is not persuaded by a preponderance the evidence that sex

- discrimination occurred, whatever the quantity of the evidence is, the decisionmaker will not determine that sex discrimination occurred. The decisionmaker's conclusion and rationale will be included in the report.
2. Notify the parties in writing of the determination whether sex discrimination occurred under Title IX including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal, if applicable;
 3. Not impose discipline on a respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in prohibited sex discrimination.
 4. If there is a determination that sex discrimination occurred, the Title IX Coordinator will, as appropriate:
 - a. Coordinate the provision and implementation of remedies to a complainant and other individuals the District identifies as having had equal access to the District's education program or activity limited or denied by sex discrimination, such as reviewing the complainant's grades, records, evaluations, etc. to correct any injustice that may have occurred as a result of the harassment;
 - b. Coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions; and
 - c. Take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the District's education program or activity such as supervising the respondent closely, checking in with the complainant, separating the complainant and respondent with the respondent being the one transferred.
 5. Comply with the grievance procedures before the imposition of any disciplinary sanctions against a respondent; and
 6. Not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the determination whether sex discrimination occurred. The District may, however, address false statements by initiating a disciplinary process under its code of conduct as long as there is evidence independent of the determination whether sex discrimination occurred.

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

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

XI. WRITTEN DETERMINATION OF RESPONSIBILITY

The decision maker's written determination must include:

1. An identification of the allegations potentially constituting sexual harassment;
2. A description of the procedural steps taken by the District from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
3. Findings of fact supporting the determination;

4. Conclusions regarding the application of the District's code of conduct to the facts;
5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District imposes on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and
6. The District's procedures and permissible bases for the complainant and respondent to appeal.

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

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

XII. DISMISSAL OF FORMAL A COMPLAINT

The District may dismiss a complaint of sex discrimination if:

1. The District is unable to identify the respondent after taking reasonable steps to do so;
2. The respondent is **not no longer** participating in the District's education program or activity and is not employed by the District;
3. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the District determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
4. The District determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint, the District will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the District will promptly notify the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the District will also notify the respondent of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing.

The District will notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of a complaint within five (5) school days after the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the District will also notify the respondent that the dismissal may be appealed.

Dismissals may be appealed on the following bases:

1. Procedural irregularity that would change the outcome;
2. New evidence that would change the outcome and that was not reasonably available when the dismissal was made; and
3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

Appeals of dismissal of the complaint will be heard by the Superintendent within ten (10) school days after receipt of the appeal.

If the dismissal is appealed, the District will:

1. Notify the parties of any appeal, including notifying them of the allegations, if notice was not previously provided to the respondent;
2. Implement appeal procedures equally for the parties;
3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint;
4. Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations;
5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and
6. Notify the parties of the result of the appeal and the rationale for the result.

When a complaint is dismissed, the District will, at a minimum:

1. Offer supportive measures to the complainant as appropriate;
2. If the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and
3. Take other prompt and effective steps, as appropriate, through the Title IX Coordinator to ensure that sex discrimination does not continue or recur within the District's education program or activity.

A. Mandatory Dismissal

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

B. Permissive Dismissal

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

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

XIII. APPEALS OF DETERMINATION OF SEX DISCRIMINATION

The District will provide the parties an appeal process that at a minimum is the same as it offers in all other comparable proceedings, if any, including proceedings relating to other discrimination complaints.

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

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

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

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

XIIIIV. REPRISAL/RETALIATION

No person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under ~~Title IX~~this part. ~~Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation.~~

~~Charging an individual with a code of conduct, policy or rule violation for making a materially false statement in bad faith in a Title IX grievance proceeding is not retaliation provided, however, that a determination regarding responsibility alone is not sufficient to conclude that any party made a materially false statement in bad faith.~~

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

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

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

XIV. ALLEGED CONDUCT NOT PROHIBITED UNDER TITLE IX

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

XV. CONFIDENTIALITY

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

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

Consistent with the District's policies, the Safe Schools Act, and State of New Hampshire laws, upon receipt of any complaint that contains evidence of violence or criminal activity, the Principal, the Superintendent of Schools, or School Board shall refer the complaint to law enforcement officials and appropriate child protection authorities for investigation. If the alleged perpetrator is a person holding a license or credential from the New Hampshire Department of Education (NH DOE), the Superintendent shall report the matter to the NH DOE.

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

XVII. DISCIPLINE

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

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

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

1. Office for Civil Rights, U.S. Department of Education, 5 Post Office3 Square, 8th Floor, Boston, MA 02019-3921; Telephone number (617) 289-0111; Fax number (617) 289-0150; E-mail OCR.Boston@ed.gov.
2. New Hampshire Commission for Human Rights, 2 Industrial Park Drive, Concord, NH 03301; Telephone number (603) 271-2767; E-mail humanrights@nh.gov.
3. U.S. Equal Employment Opportunity Commission, JFK Building, 15 New Sudbury St., Room 475, Boston MA 02203, phone (800) 669-4000, e-mail info@eeoc.gov.

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

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

XIX. RECORD KEEPING

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

Legal Reference:

Title IX

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

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

Adopted: January 12, 1985
Adopted: June 13, 2000
Revised: June 8, 2021, August 22, 2023

AUBURN SCHOOL DISTRICT
TITLE IX SEXUAL HARASSMENT AND SEXUAL VIOLENCE-STUDENTS

SEXUAL DISCRIMINATION, HARASSMENT AND VIOLENCE

I. PURPOSE

The purpose of this policy is to maintain a learning environment that is free from sexual discrimination, harassment and violence, or other improper or inappropriate behavior that may constitute harassment as defined below. The District does not discriminate on the basis of sex and prohibits sex discrimination in employment or in any education program or activity that it operates as required by Title IX.

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

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

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

The grievance procedures provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in its education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX or the Title IX regulations.

II. TITLE IX COORDINATOR

The District's Title IX Coordinator is: Assistant Superintendent, 90 Farmer Rd., Hooksett, NH 03106, ksarfde@sau15.net; (603) 622-371 x 4012.

The Title IX Coordinator is responsible for coordinating the District's efforts to comply with Title IX, including offering and coordinating the effective implementation of supportive measures; and effective implementation of remedies; treating the complainant and respondent equitably; notifying the complainant or, if the complainant is unknown, the individual who reported the conduct of the grievance procedures; notifying the respondent of all the grievance procedures; initiating the grievance procedures; and implementing remedies.

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

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

III. SEXUAL DISCRIMINATION, HARASSMENT/SEXUAL VIOLENCE DEFINED

A. Sex discrimination is discrimination based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

Sex-based harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, that is:

1. **Quid pro quo harassment.** An employee, agent, or other person authorized by the District to provide an aid, benefit, or service under the District's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;

2. **Hostile environment harassment.** Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the District's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

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

3. **Specific offenses.**

a. **Sexual assault** meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;

b. **Dating violence** meaning violence committed by a person:

(A) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) Where the existence of such a relationship shall be determined based on a consideration of the following factors:

(1) The length of the relationship;

(2) The type of relationship; and

(3) The frequency of interaction between the persons involved in the relationship;

c. **Domestic violence** meaning felony or misdemeanor crimes committed by a person who:

(A) Is a current or former spouse or intimate partner of the victim under

the family or domestic violence laws of the jurisdiction of the District, or a person similarly situated to a spouse of the victim;
(B) Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
(C) Shares a child in common with the victim; or
(D) Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction; or

d. **Stalking** meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
(A) Fear for the person's safety or the safety of others; or
(B) Suffer substantial emotional distress.

B. Sexual Harassment/Discrimination State Law

Some forms of sex discrimination/harassment do not meet the definition in Title IX but are prohibited under State law.

State law defines sex discrimination/harassment as:

Unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal or physical conduct of a sexual nature constitutes sexual harassment when:

- (a) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or educational benefits;
- (b) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions or educational benefits affecting such individual; or
- (c) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or a student's academic performance or creating an intimidating, hostile, or offensive working environment.

Conduct violating State law but not Title IX will be investigated under other Policies such as Policy AC.

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

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature that satisfies one or more of the following:

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

C. Examples of Sexual Discrimination/Harassment

Sexual harassment may include, but is not limited to:

- 1. Verbal harassment and/or abuse of a sexual nature;
- 2. Subtle pressure for sexual activity;

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

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

IV. REPORTING PROCEDURES

This Policy shall apply to all students, employees, volunteers, and third parties including those who contract with the District to provide services to the District's students or employees, upon District property or during any school program or activity. All District employees except confidential employees who receive information or become aware of conduct that may reasonably be sex discrimination must immediately notify the Title IX Coordinator. If the report is about conduct by the Title IX Coordinator, the report shall be made to the Superintendent. The reporting requirements do not apply to an employee who has been personally subjected to conduct that reasonably may constitute sex discrimination under Title IX.

A "confidential employee" is a District employee whose communications are privileged or confidential under State or Federal law, and who receives information that reasonably may be sex discrimination while functioning within the scope of the employee's privileged or confidential duties. However, a confidential employee must specifically advise the individual reporting sex discrimination:

- a. The employee's status as a confidential employee under Title IX, including the circumstances in which the employee is not required to notify the Title IX Coordinator about conduct that reasonably may constitute sex discrimination;
- b. How to contact the District's Title IX Coordinator and how to make a complaint of sex discrimination; and
- c. The Title IX Coordinator may be able to offer and coordinate supportive measures, as well as initiate an investigation under the Grievance Procedures.

An employee required to report conduct that may reasonably be sex discrimination who fails to report the conduct will be subject to discipline up to and including suspension or termination.

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

1. In each building, the Principal is the person responsible for receiving oral or written reports of sexual harassment. Upon receipt of a report, the Principal must notify the Title IX Coordinator immediately without screening or investigating the report. If the report was given verbally, the Principal shall reduce it to written form within twenty four (24) hours and forward it to the Title IX Coordinator. Failure to forward any sexual harassment report or complaint as provided herein will result in disciplinary action. If the

complaint involves the building Principal or designee the complaint shall be filed directly with the Title IX Coordinator;

2. The designated person to receive any report or complaint of sexual harassment and sexual violence is the Title IX Coordinator. If the complaint involves the Title IX Coordinator, the complaint shall be filed directly with the Superintendent.
3. Any person may also report sexual harassment in person, by mail, telephone or e-mail to the Title IX Coordinator at any time including non-business hours;
4. Submission of a complaint or report of sexual harassment will not affect the student's standing in school, grades, assignments, or right to attend school and receive and education. The use of formal reporting forms provided by the District is voluntary. Certain students, especially younger children, may not be able to submit a written complaint. In such cases, the District will make available alternate methods of filing complaints.

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

The following individuals have a right to make a complaint of sex discrimination, including complaints of sex-based harassment, requesting that the District investigate and make a determination about alleged discrimination under Title IX:

1. A "complainant," which includes:
 - a. a student or employee of the District who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX;
 - b. a person other than a student or employee of the District who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX at a time when that individual was participating or attempting to participate in the District's education program or activity;
2. A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or
3. The District's Title IX Coordinator.

If the complainant or respondent is a student with a disability, the Title IX Coordinator shall consult with one or more members of the student's IEP or Section 504 team to determine how to comply with the IDEA and Section 504 throughout the grievance procedures.

A person is entitled to make a complaint of sex-based harassment only if the individual is alleged to have been subjected to the sex-based harassment, if the individual has a legal right to act on behalf of such person, or if the Title IX Coordinator initiates a complaint consistent with the requirements in Section VI.

With respect to complaints of sex discrimination other than sex-based harassment, in addition to the individuals listed above, the following individuals have a right to make a complaint:

1. Any student or employee the District; or
2. Any person other than a student or employee who was participating or attempting to participate in the District's education program or activity at the time of the alleged sex discrimination.

The District may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances, and the consolidation does not violate FERPA. Consolidation does not violate FERPA when the District obtains prior written consent from the parents to disclose their child's

education records.

VI. TITLE IX COORDINATOR INITIATING A COMPLAINT

1. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence of an informal resolution process, the Title IX Coordinator may determine whether to initiate a complaint of sex discrimination by making a fact-specific determination considering at a minimum the following factors:
 - a. The complainant's request not to proceed with initiation of a complaint;
 - b. The complainant's reasonable safety concerns regarding initiation of a complaint;
 - c. The risk that additional acts of sex discrimination would occur if a complaint is not initiated;
 - d. The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from school or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
 - e. The age and relationship of the parties, including whether the respondent is an employee of the District;
 - f. The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
 - g. The availability of evidence to assist a decision maker in determining whether sex discrimination occurred; and
 - h. Whether the District could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.
2. If, after considering these and other relevant factors, the Title IX Coordinator determines that the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or that the conduct as alleged prevents the District from ensuring equal access on the basis of sex to its education program or activity, the Title IX Coordinator may initiate a complaint.
3. If the Title IX Coordinator determines to initiate a complaint, the Title IX Coordinator shall notify the complainant prior to doing so and appropriately address reasonable concerns about the complainant's safety or the safety of others, including by providing supportive measures.
4. Regardless of whether a complaint is initiated, the Title IX Coordinator shall take other appropriate prompt and effective steps, in addition to steps necessary to effectuate the remedies provided to an individual complainant, if any, to ensure that sex discrimination does not continue or recur within the District's education program or activity.

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

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

administrative leave during the pendency of the grievance process. The District may remove a respondent from its education programs or activities on an emergency basis based upon an individualized safety and risk analysis that determines that the respondent poses an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment. The District shall provide the respondent with notice and an opportunity to challenge the decision immediately upon removal. When the complainant and/or respondent are minor students, notices shall be provided to the student's parent or legal guardian. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint. These provisions do not modify rights under the IDEA, Section 504, or the ADA. The District's response shall not restrict rights protected by the United States Constitution including the First, Fifth, and Fourteenth Amendments.

VI. SUPPORTIVE MEASURES

Supportive measures are individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to the complainant or respondent to:

1. Restore or preserve that party's access to the District's education program or activity, including measures that are designed to protect the safety of the parties or the District's educational environment; or
2. Provide support during the District's grievance procedures.

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

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

VII. FORMAL COMPLAINTS

A formal complaint is a document filed by a person who is alleged to be the victim of conduct that could constitute sexual harassment (the complainant) or signed by the Title IX Coordinator and requesting that the District investigate the allegation of sexual harassment. The formal complaint may be filed with the Title IX Coordinator in person, by mail, or e-mail and must contain the complainant's physical or digital signature or otherwise indicate that the complainant is the person filing the formal complaint.

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

The complainant's wishes with respect to investigating a complaint should be respected unless the Title IX Coordinator determines that the Title IX Coordinator's signing a formal complaint over

the complainant's wishes is not clearly unreasonable in light of the known circumstances. The Title IX Coordinator may in his/her discretion consolidate formal complaints where the allegations arise out of the same facts. In response to a formal complaint, the District will follow the grievance procedures in this policy.

VIII. GRIEVANCE ~~PROCEDURES~~ PROCEDURE FOR FORMAL COMPLAINTS

A. Notice of Allegations

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

1. The District's Title IX grievance procedures;
2. Sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s);
3. Retaliation is prohibited; and
4. The parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence. If the District provides a description of the evidence, the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party.

If, in the course of an investigation, the District decides to investigate additional allegations of sex discrimination by the respondent toward the complainant that are not included in the notice provided or that are included in a complaint that is consolidated, the District will notify the parties of the additional allegations.

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

B. Grievance Procedure Requirements

The District requires that any Title IX Coordinator, investigator, or decisionmaker must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The District will use a single-investigator model in which the investigator and decisionmaker will be the same person. The investigator may be the Title IX Coordinator or a District employee or independent third party investigator **as determined by the Superintendent.**

The District presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures.

The District has established the following timeframes for the major stages of the grievance procedures:

1. Evaluating whether to investigate or dismiss complaint – three (3) school days

2. Investigation – ten (10) school days
3. Determination – five (5) school days after investigation is completed
4. Appeal of dismissal – five (5) school days after dismissal
5. Hearing on dismissal appeal – ten (10) school days

The Superintendent may grant a reasonable extension of the timeframes on a case-by-case basis at the request of either party, the Title IX Coordinator, or investigator, for good cause with notice to the parties that includes the reason for the delay. Good cause may include the availability of parties or witnesses, holidays or vacations, concurrent law enforcement or other agency activity, or the need to accommodate disabilities.

The District will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties cannot engage in any retaliation, including retaliation against witnesses.

The District will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory and exculpatory evidence. Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

"Relevant Evidence" is evidence related to the allegations of sex discrimination under investigation. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be accessed or considered, except by the District to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:

1. Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
2. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the District obtains that party's or witness's voluntary, written consent for use in its grievance procedures; and
3. Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

1. Both the complainant and respondent shall have an equal opportunity to submit and review evidence throughout the investigation;
2. The District will use trained Title IX personnel to objectively evaluate all relevant evidence without prejudgment of the facts at issue and free from conflicts of interest or

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

IX. INVESTIGATION

The Title IX Coordinator (or the Superintendent, if the Title IX Coordinator is the subject of the complaint), upon receipt of a formal complaint alleging sexual harassment shall immediately evaluate the complaint and determine whether an investigation is required. authorize an investigation.—This investigation may be conducted by District officials or by a third party designated by the District **as determined by the Superintendent.**

The investigating party shall provide a written report of the status of the investigation within ten (10) working days to the Title IX Coordinator. If the Title IX Coordinator is the subject of the complaint, the report shall be submitted to the Superintendent.

The District will provide for adequate, reliable, and impartial investigation of complaints.

The burden is on the District—not on the parties—to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred.

The District will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible.

The District will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance.

The District will provide each party with an equal opportunity to access the evidence that is relevant to the allegations of sex discrimination and not otherwise impermissible, in the following manner:

1. The District will provide an equal opportunity to access either the relevant and not otherwise impermissible evidence, or an accurate description of this evidence. If the District provides a description of the evidence, the District will provide the parties with an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party;
2. The District will provide a reasonable opportunity to respond to the evidence or the accurate description of the evidence; and
3. The District will take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. Disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

Questioning the Parties and Witnesses

The District will provide a process that enables the decisionmaker to question parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination.

In the single-investigator model, credibility will be determined during the investigation process.

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

The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator. Students who are interviewed may have a parent present during the interview.

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

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

Prior to the conclusion of the investigation, the investigator shall provide both parties an equal opportunity to respond to the evidence or accurate description of ~~inspect and review any evidence obtained as part of the investigation that is directly related to the allegations in the~~

formal complaint including evidence that the investigator does not intend to rely upon. Each party shall have an opportunity to respond to the evidence.

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

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

X. DETERMINING RESPONSIBILITY WHETHER SEX DISCRIMINATION OCCURRED

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the District will:

1. Use the preponderance of the evidence standard to determine whether sex discrimination occurred. The standard of proof requires the decisionmaker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness. If the decisionmaker is not persuaded by a preponderance the evidence that sex discrimination occurred, whatever the quantity of the evidence is, the decisionmaker will not determine that sex discrimination occurred. The decisionmaker's conclusion and rationale will be included in the report.
2. Notify the parties in writing of the determination whether sex discrimination occurred under Title IX including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal, if applicable;
3. Not impose discipline on a respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in prohibited sex discrimination.
4. If there is a determination that sex discrimination occurred, the Title IX Coordinator will, as appropriate:
 - a. Coordinate the provision and implementation of remedies to a complainant and other individuals the District identifies as having had equal access to the District's education program or activity limited or denied by sex discrimination, such as reviewing the complainant's grades, records, evaluations, etc. to correct any injustice that may have occurred as a result of the harassment;
 - b. Coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions; and
 - c. Take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the District's education program or activity such as supervising the respondent closely, checking in with the complainant, separating the complainant and respondent with the respondent being the one transferred.
5. Comply with the grievance procedures before the imposition of any disciplinary sanctions against a respondent; and
6. Not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the determination whether sex discrimination occurred. The District may,

however, address false statements by initiating a disciplinary process under its code of conduct as long as there is evidence independent of the determination whether sex discrimination occurred.

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

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

XI. WRITTEN DETERMINATION OF RESPONSIBILITY

The decision-maker's written determination must include:

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

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

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

XI. DISMISSAL OF A FORMAL COMPLAINT

The District may dismiss a complaint of sex discrimination if:

1. The District is unable to identify the respondent after taking reasonable steps to do so;
2. The respondent is **not no longer** participating in the District's education program or activity and is not employed by the District;
3. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the District determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or

4. The District determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint, the District will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the District will promptly notify the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the District will also notify the respondent of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing.

The District will notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of a complaint within five (5) school days after the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the District will also notify the respondent that the dismissal may be appealed.

Dismissals may be appealed on the following bases:

1. Procedural irregularity that would change the outcome;
2. New evidence that would change the outcome and that was not reasonably available when the dismissal was made; and
3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

Appeals of dismissal of the complaint will be heard by the Superintendent within ten (10) school days after receipt of the appeal.

If the dismissal is appealed, the District will:

1. Notify the parties of any appeal, including notifying them of the allegations, if notice was not previously provided to the respondent;
2. Implement appeal procedures equally for the parties;
3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint;
4. Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations;
5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and
6. Notify the parties of the result of the appeal and the rationale for the result.

When a complaint is dismissed, the District will, at a minimum:

1. Offer supportive measures to the complainant as appropriate;
2. If the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and
3. Take other prompt and effective steps, as appropriate, through the Title IX Coordinator to ensure that sex discrimination does not continue or recur within the District's education program or activity.

A. Mandatory Dismissal

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

B. Permissive Dismissal

The District may dismiss the formal complaint, or any allegations, if at any time during the investigation a complainant notifies the Title IX Coordinator in writing that the complainant would

like to withdraw the formal complaint, or any allegations therein; or the respondent is no longer enrolled or employed by the District; or specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

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

XII. APPEAL OF DETERMINATION OF SEX DISCRIMINATIONS

The District will provide the parties an appeal process that at a minimum is the same as it offers in all other comparable proceedings, if any, including proceedings relating to other discrimination complaints.

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

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

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

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

XIII. REPRISAL/RETALIATION

No person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under Title IX this part. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation.

Charging an individual with a code of conduct, policy or rule violation for making a materially false statement in bad faith in a Title IX grievance proceeding is not retaliation provided, however, that a determination regarding responsibility alone is not sufficient to conclude that any party made a materially false statement in bad faith.

The District will keep confidential the identity of any individual who has made a report or filed a

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

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

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

XV. CONFIDENTIALITY

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

XV. ALLEGED CONDUCT NOT PROHIBITED UNDER TITLE IX

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

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

~~Consistent with the District's policies, the Safe Schools Act, and State of New Hampshire laws, upon receipt of any complaint that contains evidence of violence or criminal activity, the Principal, the Superintendent of Schools, or School Board shall refer the complaint to law enforcement officials and appropriate child protection authorities for investigation. If the alleged perpetrator is a person holding a license or credential from the New Hampshire Department of Education (NH DOE), the Superintendent shall report the matter to the NH DOE.~~

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

XVII. DISCIPLINE

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

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

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

1. Office for Civil Rights, U.S. Department of Education, 5 Post Office Square, 8th Floor, Boston, MA 02019-3921; Telephone number (617) 289-0111; Fax number (617) 289-0150; E-mail OCR.Boston@ed.gov.

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

2.3. U.S. Equal Employment Opportunity Commission, JFK Building, 15 New Sudbury St., Room 475, Boston MA 02203, phone (800) 669-4000, e-mail info@eeoc.gov.

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

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

XIX. AGE-APPROPRIATE SEXUAL HARASSMENT POLICY

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

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

XX. RECORD KEEPING

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

Legal Reference:

Title IX

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

NH Code of Administrative Rules, Section 306.04(a)(8), Student Harassment

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

Adopted: January 12, 1985

Adopted: November 14, 2000

Revised: June 8, 2021, August 22, 2023

**AUBURN SCHOOL DISTRICT
STUDENT DISCIPLINE AND DUE PROCESS**

It is essential for schools to maintain a safe and orderly environment which supports student learning and achievement. All students are expected to conduct themselves with respect for others and in accordance with School Board policies, school rules, and applicable state and federal laws. Disciplinary action may be taken against students who violate policies, rules, or laws, and/or whose conduct directly interferes with the operations, learning environment or general welfare of the school.

Disciplinary consequences will range from a verbal warning for minor misconduct up to and including expulsion for the most serious offenses. The Auburn School District will follow the procedures set forth by state and federal law, specifically RSA 193:13 and Ed 317, in the discipline of students. The Auburn School Board reviews appeals of student disciplinary decisions when the right to appeal is explicitly conferred by policy or by law.

Behavior that also violates the law may be referred to law enforcement authorities.

Temporary Removal from Classroom

Students may be temporarily removed from the classroom, lunchroom, or recess at the discretion of the classroom teacher. A student may be temporarily removed if the student refuses to follow the teacher's directions, fails to follow school policies or rules, disrupts the classroom environment, or otherwise engages in conduct that violates the Student Code of Conduct. During such removals, students will be sent to the Principal's office or designated area. **Removals are not appealable.**

Teacher Detention

Students may be assigned a detention at the discretion of the classroom teacher. A student may receive a detention if the student refuses to follow the teacher's directions, fails to follow school policies or rules, disrupts the classroom environment, or otherwise engages in conduct which violates the Student Code of Conduct.

During such detentions, students will be required to remain at school during non-school hours; elementary students may serve a detention during their recess period(s). Parents will be notified at least twenty-four (24) hours prior to the detention. The length of the detention is left to the discretion of the classroom teacher and will generally not exceed one (1) hour. **Detentions are not appealable.**

Administrative Detention

Students may be assigned a detention at the discretion of the Principal or designee. A student may receive a detention if the student refuses to follow the administrator's directions, fails to follow school policies or rules, disrupts the school environment, or otherwise engages in conduct which violates the Student Code of Conduct. During such detentions, students will be required to remain at school during non-school hours. Parents will be notified at least twenty-four (24) hours prior to the detention. The length of the detention is left to the discretion of the administration and will generally not exceed one (1) hour. **Detentions are not appealable.**

In-School Suspension

Students may be assigned in-school suspension at the discretion of the Principal or designee. During such in-school suspensions, the student will attend school but will be removed from one or more classes and placed in a restricted and supervised room within the building. The student will be expected to remain in good behavior and work quietly on school work while serving the in-school suspension. Parents will be notified 24 hours prior to the in-school suspension. The length of in-school suspension is left to the discretion of the administration and will generally not exceed 10 days. **In-school suspensions are not appealable.**

Short-Term Out-of-School Suspension

The Principal or representative designated in writing by the Superintendent is authorized to suspend a student for a specific period of time, not to exceed ten (10) consecutive school days. A suspension may be imposed for:

- Behavior that is detrimental to the health, safety, or welfare of **pupils students** or school personnel; or
- Repeated and willful disregard of the reasonable rules of the school that is not remediated through imposition of the Districts graduated sanctions.

During such suspensions, unless otherwise stipulated in writing, a suspended student is not permitted to attend school classes or activities, school sponsored events, or be on school property for the duration of the suspension.

A student being considered for a short-term suspension (ten school days or fewer) is entitled to the following due process **(Ed317.04(f)(1))**:

- 1. The Principal or designee provides an oral or written notice of the charge and an explanation of the evidence against the student which may be provided at or before the meeting.**
2. The student will meet with the Principal or **Assistant-Principal designee** to discuss the charges and the evidence against the student.
3. The Principal **Assistant-Principal or designee** will inform the student **at the outset of the meeting of the meeting's purpose including** of the possibility of a short-term suspension.
4. The student will be given an opportunity to present his or her side of the story at this meeting.
5. The student and at least one of the student's parents/guardians will receive a written statement explaining any disciplinary action taken against the student.

Depending on the severity of the student's conduct, the Principal or designee may also refer or recommend the student to the Superintendent or to the School Board for further disciplinary consequences. Parents will be notified prior to the short-term out of school suspension.

Long-Term Out-of-School Suspension

The School Board, or the Superintendent, as the School Board's designee, may extend a student's suspension for up to an additional ten (10) consecutive school days. A long-term out- of-school suspension may be imposed for:

- An act of theft, destruction, or violence as defined in RSA 193-D;
- Bullying pursuant to school district policy, JICK when the student has not responded to targeted interventions and poses an ongoing threat to the safety or welfare of another student; or
- Possession of a weapon as defined in Auburn School District Policy JICI.

During such suspensions, unless otherwise stipulated in writing, a suspended student is not permitted to attend school classes or activities, school sponsored events, or be on school property for the duration of the suspension.

A student being considered for a long-term suspension is entitled to the following due process
(Ed317.04(f)(1)):

1. Upon recommendation of a long-term suspension and prior to any hearing, there shall be a written communication to the student and at least one of the student's parents or guardians, at least five calendar days prior to the hearing, delivered in person or by mail to the student's last known address, which states the charges and an explanation of the evidence against the student.
2. A hearing that meets the requirements of Ed 317.04(f)(3)(g) will be held.
 - a. The school officials shall present evidence in support of the charges and the student (or the student's parent/guardian) shall have an opportunity to present any defense or reply.
 - b. During the hearing, the student, parent/guardian shall have the right to examine any witnesses presented by school officials.
 - c. The hearing shall be either public or private and the choice shall be that of the student or the parent/guardian, provided, the nature of the evidence does not violate the privacy of other students or if the Superintendent or School Board determines that substantial harm to the **pupil student** could result from a decision to hold the hearing in public. In these circumstances, the Board reserves the right and obligation to insist upon a private hearing.
 - d. The student may, together with a parent/guardian, waive the right to a hearing and admit to the charges.
3. The student is entitled to a written decision which includes the legal and factual basis for the decision rendered at the hearing.
4. The written decision shall include notice to the student that the decision may be appealed. For a long term suspension issued by Superintendent, the decision must be appealed in writing to the Auburn School Board within ten days after the issuance of the decision. The School Board will hold a hearing on the appeal but has the discretion to hear evidence or to rely upon the hearing conducted by the Superintendent.
5. For a long term suspension issued by the School Board, the decision must be appealed to the New Hampshire State Board of Education within 20 days after receipt of the decision.
6. The long-term suspension shall remain in effect while an appeal is pending unless the School Board stays the suspension.

Depending on the severity of the student's conduct, the Superintendent may also refer or recommend the student to the School Board, and/or local law enforcement authorities for further disciplinary consequences.

Expulsion

The School Board may expel a student, which permanently denies a student's attendance at school. An expulsion may be imposed for an act that poses an ongoing threat to the safety of students or school personnel and that constitutes:

- A repeated act that previously resulted in a long term suspension;
- Any act of physical or sexual assault that would be a felony if committed by an adult;
- Any act of violence that constitutes a "violent crime" pursuant to RSA 651:5, XIII; or
- Criminal threatening that constitutes a class B felony pursuant to RSA 631:4, II(a).

During an expulsion, unless otherwise stipulated in writing, a student is not permitted to attend school classes or activities, school sponsored events, or ~~occasions~~ **be on** school property **for the duration of the expulsion.**

A student who is being considered for expulsion is entitled to the following due process **(Ed317.04(f)(3)):**

1. Upon recommendation of an expulsion and prior to any hearing, there shall be a written notice to the student and at least one of the student's parents or guardians, delivered in person or by mail to the student's last known address, which states the date, time, and place for a hearing before the School Board. The notice shall be delivered to the student and at least one of the student's parents/guardians at least five calendar days prior to the hearing.
2. The School Board shall conduct the hearing in accordance with **(Ed317.04(f)(3)(g))New Hampshire Administrative Rule Ed 317.04(f)(3)(g).**
 - a. The school officials shall present evidence in support of the charges and the student (or the student's parent/guardian) shall have an opportunity to present any defense or reply.
 - b. During the hearing, the student, or the parent/guardian shall have the right to examine any witnesses presented by school officials.
 - c. The hearing shall be either public or private and the choice shall be that of the student or the parent/guardian, provided the nature of the evidence does not violate the privacy of other students or if the Superintendent or Board determines that substantial harm to the ~~pupil~~ **student** could result from a decision to hold the hearing in public. In these circumstances, the Board reserves the right and obligation to insist upon a private hearing.
 - d. The student may, together with a parent/guardian, waive the right to a hearing and admit to the charges.
3. Before expelling a student, ~~under this section~~ the School Board shall consider each of the following factors:
 - a. The student's age;
 - b. The student's disciplinary history;
 - c. Whether the student has a disability; and
 - d. The seriousness of the violation or behavior committed by the student;
 - e. Whether the school district has implemented positive behavioral interventions;
 - f. Whether a lesser intervention would properly address the violation or behavior committed by the student.

4. The School Board shall issue a written decision stating whether the student is expelled and, if so, the length of the expulsion. If the decision is to expel, the decision must include the legal and factual basis for the decision including the specific statutory reference prohibiting the act for which the student is expelled.
5. The expulsion shall run until the School Board reviews it and restores the student's permission to attend school. The written decision shall state any action that the student may take to be restored by the School Board. The decision shall also state that the student has the right to appeal the decision to the New Hampshire State Board of Education at any time while the expulsion remains in effect.

Any expulsion shall be subject to review by the School Board, if requested, prior to the start of each school year. A student seeking restoration of permission to attend school shall file a written request with the Superintendent prior to the start of each school year which details the basis for the request.

Possession of a Firearm

Pursuant to RSA 193:13, IV, any student who brings or possesses a firearm (as defined in 18 U.S.C. § 921) 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 Auburn School Board for a period of not less than 12 months.

Pursuant to RSA 193:13, VI, a student who is expelled from school in another state under the provisions of the Gun Free School Zones Act of 1994 shall not be eligible to enroll in the Auburn School District during such expulsion. If the out of state expulsion is for an indefinite period of time, the student may petition the School Board for enrollment upon establishing residency.

As provided in RSA 193:13, VII, ~~both of the above expulsions~~ **any expulsion** may be modified by the Superintendent upon review of the specific case in accordance with other applicable law. The expelled student must submit a written application to the Superintendent requesting modification of the expulsion, and the student will be required to submit sufficient evidence in the form of letters, work history, or other documents that it is in the school's best interest and the student's best interest to allow a modification.

Superintendent Authority

The School Board authorizes the Superintendent to reinstate a suspended or expelled ~~pupil~~ **student** on a case by case basis.

Educational Assignments

The student's school will make all educational assignments available to the suspended student during the student's suspension.

The school district will provide alternative educational services to a student whenever the student is suspended in excess of twenty (20) cumulative days within any school year. Such alternative educational services will be determined by the school Principal or Assistant Principal and shall be designed to enable the student to advance from grade to grade.

No student shall be penalized academically solely by virtue of missing class due to suspension.

The School Board, in its discretion, may authorize educational services to be provided to an expelled student in an alternative setting on a case by case basis.

Behavior Intervention Plans

The student's school will develop an intervention plan for any student who has been suspended more than ten (10) cumulative school days in any school year. The intervention plan will be designed to proactively address the student's problematic behaviors.

Students with Disabilities

Discipline of students with identified or suspected disabilities will be in accordance with the Individuals with Disabilities Education Act of 2004, New Hampshire State Law on Special Education (RSA 186-C), New Hampshire Standards for the Education of Children with Disabilities (Ed 1100), and Section 504 of the Rehabilitation Act of 1973.

Student Code of Conduct (Handbook)

The School Board authorizes the Superintendent to establish a Student Code of Conduct (Handbook) which will contain a system of supports and consequences designed to correct student misconduct and promote behavior within acceptable norms. The Student Code of Conduct will include a graduated set of age appropriate responses to misconduct and will set forth standards for ~~due diligence and process~~ **short-term suspensions up to five (5) school days, short-term suspensions up to ten (10) school days, long-term suspensions up to an additional ten (10) school days, and expulsion.** Such standards will make reference to the nature and degree of disruption caused to the school environment, the threat to the health and safety of ~~pupils~~ **students** and school personnel, and the isolated or repeated nature of incidents forming the basis of disciplinary action.

Notice

This policy and school rules which inform the student body of the content of RSA 193:13 shall be included in the student handbook and made available on the District's website to students, parents, and guardians **at the beginning of each school year.** The Principal or designated building administrator shall also inform the student body concerning this policy and school rules which address the content of RSA 193:13 through appropriate means, which may include posting and/or announcements.

~~The Principal shall make certain that the pupil has received notice of the requirements of RSA 193:13 and RSA 193-D:1 through announced, posted, or printed school rules at the beginning of each school year. The statutory text of RSA 193:13 and RSA 193-D:1 shall be printed in the school handbook to be distributed to each student at the beginning of the school year; and shall be announced, posted, and printed at other appropriate locations.~~ Nothing herein shall prevent a school principal from printing, posting and/or announcing other rules applicable to the school.

<http://www.gencourt.state.nh.us/rsa/html/nhtoc.htm>

Legal References:

18 U.S.C. § 921, Definition of Firearm RSA 189:15, Regulations
RSA 193:13, Suspension & Expulsion of Pupils
RSA 651:5, XIII, Annulment of Criminal Records - Violent Crimes RSA 631:4, II(a), Criminal Threatening
RSA Chapter 193-D, Safe School Zones
RSA Chapter 193-F, Pupil Safety and Violence Prevention
NH Code of Administrative Rules, Section Ed 306.04(a), Policy Development NH Code of Administrative Rules, Section Ed 306.04(f), Student Discipline
NH Code of Administrative Rules, Section Ed 317, Standards and Procedures for Suspension and Expulsion of Pupils Including Procedures Assuring Due Process

Adopted: June 12, 2001

Adopted: November 18, 2002

Revised: November 9, 2010
Revised: April 10, 2018
Revised: January 14, 2020
Revised: May 10, 2022

**AUBURN SCHOOL DISTRICT
ADMINISTRATION OF FEDERAL GRANT FUNDS**

See also: ADB, EFAA, EHB, JICI & JRA

This Policy includes "sub-policies" relating to specific provisions of the Uniform Administrative Requirements for Federal Awards issued by the U.S. Office of Budget and Management. Those requirements, which are commonly known as Uniform Grant Guidance ("UGG"), are found in Title 2 of the Code of Federal Regulations ("CFR") part 200.

The sub-policies include:

DAF-1 ALLOWABILITY

DAF-2 CASH MANAGEMENT AND FUND CONTROL

DAF-3 PROCUREMENT

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

DAF-5 CONFLICT OF INTEREST AND MANDATORY DISCLOSURES

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

DAF-7 TRAVEL REIMBURSEMENT – FEDERAL FUNDS

DAF-8 ACCOUNTABILITY AND CERTIFICATIONS

DAF-9 TIME AND EFFORT REPORTING / OVERSIGHT

DAF-10 GRANT BUDGET RECONCILIATION

DAF-11 SUB-RECIPIENT MONITORING AND MANAGEMENT

DAF-12 REPORTING ON REAL PROPERTY

DAF-13 WHISTLEBLOWER: NOTIFICATION, RIGHTS & REMEDIES

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, or his/her designee, 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 law and regulation and shall be based on best practices.

The Superintendent, or his/her designee, 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, or his/her designee, 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:
 - i. 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;
 - ii. 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;
 - iii. market prices for comparable goods or services for the geographic area;
 - iv. whether the individuals concerned acted with prudence in the circumstances considering their responsibilities; and
 - v. 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.
 - b. When determining whether a cost is "necessary", consideration may be given to whether:

- i. the cost is needed for the proper and efficient performance of the grant program;
 - ii. the cost is identified in the approved budget or application;
 - iii. there is an educational benefit associated with the cost;
 - iv. the cost aligns with identified needs based on results and findings from a needs assessment; and/or
 - v. the cost addresses program goals and objectives and is based on program data.
 - c. 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.
2. Conform to any limitations or exclusions set forth as cost principles in Part 200 or in the terms and conditions of the Federal award.
3. Be consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the District.
4. 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.
5. Be determined in accordance with generally accepted accounting principles.
6. 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.

7. Be not included as a match or cost-share, unless the specific Federal program authorizes Federal costs to be treated as such.
8. 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 benefitted, 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.
- d. 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 sub awards made, and similar transactions during a given period that require payment by the **non-Federal entity recipient or sub-recipient** 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.

Pre-award costs are those incurred prior to the effective date of the Federal award or subaward directly pursuant to the negotiation and in anticipation of the Federal award where such costs are allowable only to the extent that they would have been allowable if incurred

after the date of the Federal award and only with the written approval of the initial Federal awarding agency or of the NHDOE or other pass-through entity.

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 or his/her designee 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 Policies DJF and DJG.

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 which is acquired above the *aggregate* dollar micro-purchase threshold and not exceeding 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. 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.I.

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/or

- d. after solicitation of a number of sources, competition is determined to be inadequate.

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.

The District must take necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms, including, without limitation, Veteran-Owned Small Businesses (VOSBs) or Service-Disabled Veteran-Owned Small Businesses (SDVOSBs) are solicited when possible ("target businesses"). Affirmative steps must include:

1. Placing qualified **small and minority target** businesses and ~~women's business enterprises~~ on solicitation lists;
2. Assuring that **small and minority target** 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 target** businesses, and ~~women's business enterprises~~;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by **small and minority target** 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.

- D. 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.

- E. 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 efficiency. 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.

- F. Suspension and Debarment:** 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 non-procurement 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/screen shot, or a copy of the or certification from the vendor. It should be attached to the payment backup and retained for future audit review.

G. Additional Requirements for Procurement Contracts Using Federal Funds:

1. **Clause for Remedies Arising from Breach:** 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. **Termination clause:** 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. **Anti-pollution clause:** 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. **Anti-lobbying clause:** 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. **Negotiation of profit:** 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.
- H. 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.

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 Policy EHB.**

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.

C. "Buy American" Requirement:

Under the "Buy American" provision of the National School Lunch Act (the "NSLA"), school food authorities (SFAs) are required to purchase, to the maximum extent practicable, *domestic commodity or product*. As an SFA, the District is required to comply with the "Buy American" procurement standards set forth in 7 CFR Part 210.21(d) when purchasing commercial food products served in the school meals programs. 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., food service management companies, group purchasing cooperatives, shared purchasing, etc.).

Under the NSLA, "*domestic commodity or product*" is defined as an agricultural commodity or product that is produced or processed in the United States using "*substantial*" agricultural commodities that are produced in the United States. For purposes of the act, "*substantial*" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowable under this provision as territories of the United States.

1. Exceptions: The two main exceptions to the Buy American requirements are:
 - a) The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
 - b) Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.
2. Steps to Comply with Buy American Requirements: In order to help assure that the District remains in compliance with the Buy American requirement, the Superintendent and/or his/her designee, shall
 - a) Include a Buy American clause in all procurement documents (product specifications, bid solicitations, requests for proposals, purchase orders, etc.);
 - b) Monitor contractor performance;
 - c) Require suppliers to certify the origin of the product;
 - d) Examine product packaging for identification of the country of origin; and
 - e) Require suppliers to provide specific information about the percentage of U.S. content in food products annually.

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.

!

Each employee, board member, or agent of the school system 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 and/or his/her designee who, in turn, shall disclose in writing any such potential conflict of interest to NHDOE or other applicable pass-through entity. **No employee, board member or other District officer, or agent may participate 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 the 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 subcontracts. This prohibition, however, shall not apply to gratuities of de minimis 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.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient or sub-recipient.

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 of Schools who, in turn, shall disclose in writing any such potential conflict of interest to 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 to the Federal awarding agency whenever the Superintendent has credible evidence of the commission of a 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 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).

A conflict of interest would arise when the covered individual, any member of his/her immediate family, his/her partner, or an organization, which employs or is about to employ any of those parties has a financial or other interest in or received a tangible personal benefit from a firm considered for a contract. A covered individual who is required to disclose a conflict shall not participate in the selection, award, or administration of a contract supported by a federal grant or award.

Covered individuals will not solicit or accept any gratuities, favors, or items from a contractor or a party to a subcontractor for a federal grant or award. Violations of this rule are subject to disciplinary action.

~~The Superintendent shall timely disclose in writing to NHDOE or other applicable pass-through entity, all violations of federal criminal law involving fraud, bribery, or gratuities potentially effecting any federal award. 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 and/or his/her designee 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 and/or his/her designee 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 and/or his/her designee.

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 and/or his/her designee 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 and/or his/her designee who can attest that the expenditure is allowable and approved under the federal program. The Superintendent and/or his/her designee 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: ~~Time and effort reports shall:~~

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).**

The District will also follow any time and effort requirements imposed by NHDOE or other pass-through entity as appropriate to the extent that they are more restrictive than the Federal requirements. The Superintendent and/or his/her designee is responsible for the collection and retention of employee time and effort reports. Individually reported data will be made available only to authorized auditors or as required by law.

- C. Audit Requirements: The District is required to have a single or program-specific audit conducted for any fiscal year in which the District expends \$1,000,000 or more in federal awards. A single audit must be conducted in accordance with 2 CFR 200.514, and must cover the entire operations of the entity, or a series of audits that includes all departments, agencies and other organizational units that expended or otherwise administered Federal awards during the audit period. A program-specific audit must be conducted in accordance with 2 CFR 200.501(c).**

For any year that the District expends less than \$1,000,000 during the District's fiscal year in Federal awards, the District is exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503, but records must be available for review or audit by appropriate officials of the Federal agency, the New Hampshire Department of Education or other pass-through entity, and the Government Accountability Office (GAO).

DAF-10 GRANT BUDGET RECONCILIATION

- A. 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.

- B. Grant Closeout Requirements:** At the end of the period of performance or when the Federal awarding agency determines the District has completed all applicable administrative actions and all required work under the grant, the agency will close out the Federal award. If

the award passed-through the State, the District will have 90 days from the end of the period of performance to submit to the State all financial, performance, and other reports as required by the terms and conditions of the award.

Failure to submit all required reports within the required timeframe will necessarily result in the Federal awarding agency reporting the District's material failure to comply with the terms of the grant to the Office of Management and Budget (OMB), and may pursue other enforcement actions.

The District must maintain all financial records and other documents pertinent to the grant for a period of three years from the date of submission of the final expenditure report, barring other circumstances detailed in 2 CFR 200.344.

DAF-11 SUB-RECIPIENT 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 "subrecipient", as those terms are defined in 2 CFR §200.23 and §200.93, respectively. See also guidance at 2 CFR §200.330 "Subrecipient and contractor determinations". Generally, "subrecipients" 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. **Subrecipients are subject to this policy.**

Under the UGG, the District is considered a "pass-through entity" in relation to its subrecipients, and as such requires that subrecipients comply with applicable terms and conditions (flow-down provisions). All subrecipients 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 subrecipient 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) Subrecipient name
 - b) Subrecipient'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 subrecipient
 - 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 subrecipients as necessary.
 4. An approved indirect cost rate negotiated between subrecipient and the Federal government or between the pass-through entity and subrecipient.
 5. Requirements that the District and its auditors have access to the subrecipient records and financial statements.
 6. Terms and conditions for closeout of the sub-award.

B. Subrecipient Monitoring Procedures.

The Superintendent is responsible for having all the District project managers monitor subrecipients. The District will monitor the activities of the subrecipient 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.

Subrecipient monitoring procedures include:

1. At the time of proposal, assess the potential of the subrecipient for programmatic, financial, and administrative suitability.
2. Evaluate each subrecipient's risk of noncompliance prior to executing a sub-award. In doing so, the District will assess the subrecipient'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 subrecipient to meet objectives of the sub-award. To facilitate this review, subrecipients are required to submit sufficient invoice detail and a progress report. The District project managers will encourage subrecipients 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) Review progress reports to ensure project is progressing appropriately and on schedule.
 - c) Compare invoice to agreement budget to ensure eligibility of costs and that costs do not exceed budget.
 - d) Review invoice to ensure supporting documentation is included and invoices costs are within the scope of work for the projects being invoiced.
 - e) Obtain report, certification and supporting documentation of local (non-federal)/in-kind match work from the subrecipient.
 - f) Review subrecipient match tasks for eligibility.
 - g) Initial the progress report and invoice confirming review and approval prior to payment.
 - h) Raise any concerns to the Superintendent and/or his/her designee.
7. The Superintendent and/or his/her designee, 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 subrecipients 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 subrecipient is audited in accordance with 2 CFR §200 Subpart F – Audit Requirements.

C. Subrecipient Project Files. Subrecipient project files will contain, at a minimum, the following:

- a) Project proposal
- b) Project scope
- c) Progress reports
- d) Interim and final products
- e) Copies of other applicable project documents as required, such as copies of contracts or MOUs

D. Audit Requirements.

All subrecipients are required to annually submit their audit and Single Audit report to the District for review to ensure the subrecipient has complied with good accounting practices and federal regulations. **A Single Audit is required when a subrecipient expends \$1,000,000 or more in Federal awards during the fiscal year. All subrecipients are required to annually submit their audit and Single Audit report to the District for review to ensure the subrecipient 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 subrecipients 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 subrecipients in accordance with 2 CFR 200.338 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.
- 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.**

Legal References:

42 USC 1751 – 66 National School Lunch Act, 2 C.F.R. Part 180
2 C.F.R. Part 200, 200.0 - 200.99; 200.305; 200.313(d); 200.317-.326; 200.403-.406; 200.413(a)-(c); 200.430; 200.431; 200.458; 200.474(b), 200 Appendix II, 7 CFR Part 210, 210.16; 210.19; 210.21; 215.14a; 220.16

<u>Federal Regulations</u>	<u>Description</u>
<u>2 CFR 200.317-200.326</u>	<u>2 CFR Part 200.317-200.326</u>
<u>2 CFR 200.344</u>	<u>Retention Requirements for Records</u>
<u>2 CFR 200.501</u>	<u>Audit Requirements</u>
<u>2 CFR 200.503</u>	<u>Relation to Other Audit Requirements</u>
<u>2 CFR Part 180</u>	<u>2 CFR Part 180</u>
<u>2 CFR Part 200</u>	<u>2 CFR Part 200</u>
<u>2 CFR Part 200 Appendix II</u>	<u>2 CFR Part 200 Appendix II</u>
<u>2 CFR Part 200.0-200.99</u>	<u>2 CFR Part 200.0-200.99</u>
<u>2 CFR Part 200.305</u>	<u>2 CFR Part 200.305</u>
<u>2 CFR Part 200.313(d)</u>	<u>2 CFR Part 200.313(d)</u>
<u>2 CFR Part 200.403-200.406</u>	<u>2 CFR Part 200.403-200.406</u>
<u>2 CFR Part 200.413(a)-(c)</u>	<u>2 CFR Part 200.413(a)-(c)</u>
<u>2 CFR Part 200.430</u>	<u>2 CFR Part 200.430</u>
<u>2 CFR Part 200.431</u>	<u>2 CFR Part 200.431</u>
<u>2 CFR Part 200.458</u>	<u>2 CFR Part 200.458</u>
<u>2 CFR Part 200.474(b)</u>	<u>2 CFR Part 200.474(b)</u>
<u>7 CFR 210</u>	<u>7 CFR Part 210 National School Lunch Program</u>
<u>7 CFR Part 210.16</u>	<u>7 CFR Part 210.16</u>
<u>7 CFR Part 210.19</u>	<u>7 CFR Part 210.19</u>
<u>7 CFR Part 210.21</u>	<u>7 CFR Part 210.21</u>
<u>7 CFR Part 215.14a</u>	<u>7 CFR Part 215.14a</u>
<u>7 CFR Part 220.16</u>	<u>7 CFR Part 220.16</u>
<u>Federal Statutes</u>	<u>Description</u>
<u>41 U.S.C. 4712</u>	<u>Enhancement of contractor protection from reprisal for disclosure of certain information</u>
<u>42 USC 1751 – 66</u>	<u>National School Lunch Act</u>

Adopted: March 9, 2020
Revised: February 14, 2023

**AUBURN SCHOOL DISTRICT
FUND BALANCE**

1. In accordance with the governmental accounting standard, GASB Statement No. 54, the School Board recognizes the following five categories of fund balance for financial reporting purposes:
 - a. Nonspendable Fund Balance – non-cash assets such as inventories or prepaid items.
 - b. Restricted Fund Balance – funds legally restricted for specific purposes, such as grant, food service and expendable trust funds.
 - c. Committed Fund Balance – amounts that can only be used for specific purposes pursuant to a formal vote of the School Board.
 - d. Assigned Fund Balance – amounts intended by the Board for specific purposes. The Board can choose to delegate this authority to the Superintendent or Business Administrator, depending on the situation. Items that would fall under this type of fund balance could be encumbrances.
 - e. Unassigned Fund Balance – residual spendable fund balance after subtracting all of the above amounts.
2. Committed Fund Balance. The School Board, ~~as the government's highest level of decision-making authority,~~ may commit fund balance by a formal vote ~~prior to the government's fiscal year end for~~ **by June 30 of** that fiscal year. Future modification or rescission of committed funds must likewise be accomplished by a formal vote of the School Board prior to fiscal year-end.
3. Assigned Fund Balance. The School Board expressly delegates to the Superintendent, through the Business Administrator, the authority under this policy to assign funds for particular purposes.
4. Spending Prioritizations:
 - a. When an expenditure is incurred that would qualify for payment with either restricted or unrestricted funds, it will be paid from restricted funds.
 - b. When an expenditure is incurred that qualifies for payment from either of the three unrestricted fund balance categories, it will be applied in the following order:
 - 1) Committed,
 - 2) Assigned, and
 - 3) Unassigned.
5. Deficit Fund Balance. At year end if any of the special revenue funds (i.e. food service, vocational education funds, etc.) has a deficit unassigned fund balance then the Superintendent is authorized to transfer funds from the general fund to cover the deficit, providing the general fund has money to do so.
6. The School Board will turn back any unassigned general fund balance at year-end to offset the next fiscal year's tax rate for the Town.

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

Adopted: October 11, 2011
Revised: June 11, 2013
Reviewed: June 9, 2015
Reviewed: June 14, 2016

**AUBURN SCHOOL DISTRICT
CHEMICAL SAFETY AND CHEMICAL HYGIENE PLAN**

-NEW, REQUIRED POLICY-

- A. **Purpose.** The Board's objective is to help ensure a healthy, clean, and safe learning and work environment for students, employees, and others present on school property. The policy accomplishes this in two ways. First, it establishes standards regarding the use and handling of toxic chemicals for cleaning and pest control. Second, it directs the creation of a chemical hygiene and safety plan (the "Plan") for managing hazardous substances on District property and responding to any emergencies resulting from hazardous substances. This Plan shall include all points where hazardous substances might be used and or stored on District property, including, but not limited to, materials used in connection with: chemistry and other science labs, art rooms, shop classes, food services, facilities and groundskeeping, or custodial services.

"Hazardous substances" as used in this Policy shall mean and include any material specifically designated as hazardous by state or federal law, or any other substance or mixture of substances which may be explosive, ignitable, corrosive, reactive, or toxic.

- B. **Plan Preparation and Contents.** The Board directs the Superintendent of Schools to prepare a Chemical Hygiene Plan that complies with all local, state, and federal laws and regulations which pertain to the proper management of hazardous materials. When necessary, the District shall contact the U.S. Environmental Protection Agency (EPA) and/or the New Hampshire Department of Environmental Services (NHDES) to obtain relevant information regarding hazardous substances.

Additionally, the Plan shall address at least the following:

1. Identification and inventory of hazardous materials - describing a process by which hazardous substances will be identified and inventoried, and may include a classification system for grouping hazardous materials for purposes of acquisition, storage, use, disposal, record-keeping, and emergency response. Including special provisions for specific substances, and as pertinent:

- a. Criteria for acquisition
- b. Storage
- c. Use
- d. Disposal
- e. Incident prevention
- f. Special provisions relative to accidental release or other emergency;

2. General provisions outlining response to Hazardous Substance Emergencies, with such items as responsible personnel, required resources, decision making ladders, message-specific templates, parental notification, media plans, etc.; these provisions shall be incorporated into the District Crisis Prevention and Response Plan.
3. Provisions to minimize the use of toxic chemicals for cleaning or pest control and procedures for staff to obtain approval from school administration in order to bring cleaning products or pesticides onto District property;
4. Protocols and procedures relative to implementation of the Plan, including staff responsibilities by individual position and/or generalized;
5. Provisions related to staff training should include the following details: the scope of training (individualized and general), the responsible party for ensuring training is conducted and kept up-to-date, the frequency of training, and the process for establishing training syllabi, including who is involved. Additionally, employees undergoing such training will be encouraged to identify and implement safer alternatives to hazardous substances whenever possible and to minimize the generation of such substances;
6. Provisions proposing consequences and/or remedies for employees who fail to adhere to the Plan or established procedures;
7. Provisions relating to student training and proposed sanctions/remedies/interventions to be included in student handbook;
8. Protocols for reporting general (non-emergency) concerns regarding hazardous substances on District property.

See NH Ed 320, specifically Ed 320.02(b)(8), for additional guidance on chemical hygiene Plan content.

- C. **Prohibition of Introduction of Cleaning Products or Pesticides by School Staff.** No employee or designated volunteer may bring any cleaning products or pesticides onto District property without prior approval of the school administration, or as specifically provided in the Plan.
- D. **Biennial Review and Update.** The Superintendent and/or designee shall ensure that the Plan and all procedures and protocols adopted pursuant to this policy are reviewed no less than every two (2) years and updated as necessary. The Copies of the updated Plan and procedures should be provided to the Board no later than the start of each school year. Recommendations requiring Board policy changes should be brought to the Board's Policy Committee as soon as reasonably practicable.

Legal Reference:

N.H. Code Admin. Rules Ed 320, School Facility Approval Process

AUBURN SCHOOL DISTRICT
USE AND LOCATION OF AUTOMATED EXTERNAL DEFIBRILLATOR(S)

The Auburn School District has purchased an Automatic External Defibrillator(s) (AED) for use in emergency situations warranting its use. The use/administration/maintenance of the AED is subject to the following conditions:

1. Location of the AED(s)

~~The Superintendent, working with the Principal and school nurse, shall select and approve the location(s) for the AED(s).~~ **The building Principal and School Nurse shall select and approve the locations for the AEDs. At least one AED shall be readily accessible in a well-marked and safe place for use in responding to cardiac emergencies, and shall not be located in an office or be stored in a location that is not easily and quickly accessible.**

2. Authorized Employees/Training of Users

AEDs will only be administered by those employees designated by the Principal, in consultation with the school nurse. Employees will only be authorized after they have successfully received completed appropriate training in cardiopulmonary resuscitation and AED use. **Such training may be provided by the school nurse or from another source acceptable to the school nurse and principal.**

3. Maintenance

AEDs will be maintained by the School Nurse or his/her designee. Maintenance shall be done according to the AED manufacturer's specifications. The school nurse will maintain a record of all maintenance which has been performed on the AED(s).

4. Registration of AED(s)

In accordance with RSA 153-A:33, the school nurse or his/her designee shall register the AED(s) with the New Hampshire Department of Safety. See sample registration forms in Appendix GBGBA-R or at www.state.nh.us/safety/ems/aed_public_registry_packet.pdf.

5. Incident Reporting: The school nurse or designee shall report all instances of AED use with the New Hampshire Department of Safety. See sample incident report forms in Appendix KFD-R or at www.state.nh.us/safety/ems/aed_public_registry_packet.pdf.

6. Liability Limited

The Auburn School District, and persons administering the AED(s), shall have the limitations of liability as specified in RSA 153:A-31, as well as other sources of law.

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

Legal Reference:

Further information: RSA 153-A:28-33 State of NH, Bureau of Emergency Medical Services, 603-271-4568

Legal Reference:

RSA 153-A:28-33, Further information: State of NH, Bureau of Emergency Medical Services, 271-4568

Adopted: June 13, 2006

Revised: November 10, 2008

AUBURN SCHOOL DISTRICT
HEALTH EDUCATION AND EXEMPTION FROM INSTRUCTION

Consistent with Department of Education requirements, health and physical education including the human reproductive system and human sexual health, will be included in the instructional program.

Instruction must be appropriate to grade level, course of study, and development of students. The Superintendent will require that faculty members who present this instruction receive continuing in-service training, which includes appropriate teaching strategies and techniques.

Parents/guardians will have the right to inspect and review health and physical instruction materials that will be made reasonably accessible to parents/guardians and others to the extent practicable.

Parents/guardians shall be notified by e-mail, other written means, website/social media postings or phone call, not less than two (2) weeks in advance of use of the curriculum course material to be used for instruction of ~~health and physical education~~ **human sexuality, human sexual education, sexual orientation, gender, gender identity, or gender oppression, and** that the material is available for inspection at the school. The notice will identify and provide contact information for the member of staff or faculty whom a parent or guardian should contact to arrange an opportunity to inspect the curriculum course material.

Opt-Out Procedure and Form

Parents/guardians, or students over eighteen years of age, who do not want their child to participate in a particular unit of health or physical education instruction for religious reasons or religious objections, are allowed to have their child opt-out of such instruction.

Parents/guardians who wish to have their child opt-out of such instruction are required to complete the district opt-out form and state the particular unit of the curriculum in which the student is not to participate. Any student who is exempted by request of the parent/guardian under this policy may be given an alternative assignment sufficient to meet state requirements for health education. The alternative assignment will be provided by the health or physical education teacher in conjunction with the Principal.

Parents/guardians who do not want their child to participate in a particular unit of health or physical education must complete a Health or Physical Education Opt-Out Form. Opt-Out Forms are available from either the health education teacher or the Principal.

Opt-out requests must be submitted annually and are valid only for the school year in which they are submitted.

Adopted: June 9, 2009
Revised: January 9, 2018

Legal References:

NH Admin Rules, Sec. Ed 306.40, Health Education Program, NH Admin Rules, Sec. Ed 306.41, Physical Education Program, RSA 186:11, IX-b, Notice to Parents/Guardian Required, RSA 186:11, IX-b, Health and Sex Education, US Constitution 1232h, (c) (1) (C), Protection of Pupil Rights

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

DATE: January 2, 2025

GRADE	SECTION	TOTAL 2024-2025	TOTAL 2023-2024	TOTAL 2022-2023	TOTAL 2021-2022
Pre-School	1	8	9		
Pre-K	1	7	11		
K	4	78	59	62	70
1	4	68	67	83	61
2	4	71	76	63	63
3	4	83	60	63	84
4	3	69	56	86	76
5	3	65	75	74	77
6	4	88	61	78	71
7	4	74	72	73	75
8	4	80	61	75	54
TOTAL	34	691	607	657	631

*23/24 Pre-school/Pre-K numbers from June 2024

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

DATE: January 2, 2025

School	Grade 9	Grade 10	Grade 11	Grade 12	TOTAL
Pinkerton Academy	73	70	53	64	260
Memorial High School	0	1	1	0	2
Private	4	3	8	10	25
TOTALS by Grade	77	74	62	74	287
Special Education Placements	1	0	2	2	5
GRAND TOTAL					292