Pelham School Board Meeting Agenda

April 16, 2025 - 6:30PM

Hal Lynde Conference Room - Town Hall

6 Village Green

AGENDA

I. PUBLIC SESSION

A. Opening

1. Call to Order
2. Pledge of Allegiance
3. Public Input/Comment - The Board encourages public participation. Our approach is based on Policy BEDH which includes these guidelines:
    a) Please stay within the allotted three minutes per person;
    b) Please give your name, address, and the group, if any, that is represented;
    c) We welcome comments on our school operations and programs. In public session, however, the Board will not hear personal complaints of school personnel nor complaints against any person connected with the school system;
    d) We appreciate that speakers will conduct themselves in a civil manner.
4. Opening Remarks: Superintendent and Student Representative

B. Presentations

1. 2025 Pelham Champions for Children Award Recognition - Troy Bressette

C. Main Issues

1. Citizen Petition Warrant Article 3
    a) Explanation: Superintendent McGee will review the citizen petition warrant article, the results, the context, and the related state law. The Board will have an opportunity to discuss the warrant.
    b) Materials:
        (1) Memo

2. General Assurances for FY25 Federal Funds

a) Explanation: Assistant Superintendent Sarah Marandos has included the general assurances required to be provided by the district in order to be eligible to receive federal funds in FY25.
b) Materials:
    (1) Memo
    (2) General Assurances, Requirements and Definitions for Participation in Federal Programs document for signature.

4. Legislative Update Senate Bill 297 regarding Risk Pools
    a) Explanation: Superintendent McGee will update the Board about this bill. The bill has passed the Senate and will next be considered in the House. The outcome may impact health insurance for Pelham employees.
    b) Materials
        (1) SB297-FN as amended by the Senate
        (2) HealthTrust Statement - Why SB297 Precludes HealthTrust from Offering Coverage
        (3) Secretary of State Message on SB297

5. Policy Review
    a) Explanation: The Policy Committee is presenting the following policy changes for consideration.
    b) Materials:
        (1) First Reading - none
        (2) Second Reading
            (a) ACAC - Title IX Prohibition of Sex Discrimination and Sex-Based Harassment Policy and Grievance Procedure (2024 current version)
            (b) ACAC - 2020 version
            (c) GBAM - Accommodation of Pregnancy and Related Medical Conditions: Personnel
            (d) IHBCA - Accommodation of Pregnancy and Related Medical Conditions: Students

D. Board Member Reports

E. Consent Agenda

1. Adoption of Minutes
    a) 2025.03.19 Draft School Board Minutes (updated)
    b) 2025.04.02 Draft School Board Minutes
    c) 2025.04.02a Draft Non Public Minutes
    d) 2025.04.02b Draft Non Public Minutes
2. Vendor and Payroll Manifests

a) 571 $667,681.04
b) PAY571P $13,094.36
c) AP041625 $1,201,153.03

3. Correspondence and Information
4. Enrollment Report
5. Staffing Updates
   a) Leaves
   b) Resignations
      (1) Adam Barriere PHS Assistant Principal
   c) Retirements
   d) Nominations
      (1) Megan Beal PES Teacher

F. Future Agenda Planning

G. Future Meetings

1. May 7, 2025 Town Hall Hal Lynde Conference Room 6:30PM
2. May 21, 2025 Town Hall Hal Lynde Conference Room 6:30PM

H. Non Public Session 91-A:3 (II)

1. Personnel Matter (c)
2. Emergency Matter / Legal Matter (i)(l)
3. Student Matter (c)

Rules for a non public session 91-A:3 (II)*

II. Only the following matters shall be considered or acted upon in nonpublic session:

(a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted.

(b) The hiring of any person as a public employee.

(c) Matters which, if discussed in public, would likely adversely affect the reputation of any person, other than a member of the public body itself, unless such person requests an open meeting. This exemption shall extend to any application for assistance or tax abatement or waiver of a fee, fine, or other levy, if based on inability to pay or poverty of the applicant.

(d) Consideration of the acquisition, sale, or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community.

(e) Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed by or against the public body or any subdivision thereof, or by or against any member thereof because of his or her membership in such public body, until the claim or litigation has been fully adjudicated or otherwise settled. Any application filed for tax abatement, pursuant to

(f) [Repealed.]
(g) Consideration of security-related issues bearing on the immediate safety of security personnel or inmates at the county or state correctional facilities by county correctional superintendents or the commissioner of the department of corrections, or their designees.
(h) Consideration of applications by the business finance authority under RSA 162-A:7-10 and 162-A:13, where consideration of an application in public session would cause harm to the applicant or would inhibit full discussion of the application.
(i) Consideration of matters relating to the preparation for and the carrying out of emergency functions, including training to carry out such functions, developed by local or state safety officials that are directly intended to thwart a deliberate act that is intended to result in widespread or severe damage to property or widespread injury or loss of life.
(j) Consideration of confidential, commercial, or financial information that is exempt from public disclosure under RSA 91-A:5, IV in an adjudicative proceeding pursuant to RSA 541 or RSA 541-A.
(k) Consideration by a school board of entering into a student or pupil tuition contract authorized by RSA 194 or RSA 195-A, which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general public or the school district that is considering a contract, including any meeting between the school boards, or committees thereof, involved in the negotiations. A contract negotiated by a school board shall be made public prior to its consideration for approval by a school district, together with minutes of all meetings held in nonpublic session, any proposals or records related to the contract, and any proposal or records involving a school district that did not become a party to the contract, shall be made public. Approval of a contract by a school district shall occur only at a meeting open to the public at which, or after which, the public has had an opportunity to participate.
(l) Consideration of legal advice provided by legal counsel, either in writing or orally, to one or more members of the public body, even where legal counsel is not present.
(m) Consideration of whether to disclose minutes of a nonpublic session due to a change in circumstances under paragraph III. However, any vote on whether to disclose minutes shall take place in public session.

*Updated on 01/27/2023

Eric "Chip" McGee, Ed.D.
Superintendent

Deb Mahoney
Business Administrator

Pelham School District
Inspiring success one mind at a time.

Sarah Marandos, Ed.D.
Assistant Superintendent

Toni Barkdoll
Director of Human Resources

Keith Lord
Director of Technology

59A Marsh Road
Pelham, NH 03076

T:(603)-635-1145
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Kimberly Noyes
Director of Student Services

To: Pelham School Board
From: Chip McGee
Re: Citizen Petition Warrant Article
Date: 4.16.25
Cc: Sarah Marandos
Deb Mahonney
Dawn Mead, Principal Pelham High School

Given that the citizen petition warrant article 3 passed in March 2025, the Board requested it be discussed. This memo provides context for the discussion.

Article Language
The article, which must be printed on the ballot as written by the petitioner, read as follows:

> *Shall the Town vote to remove the position of the 2nd Assistant Principal at Pelham High School (a non-union position recently established in the school year 2023-24) with a proposed salary of $107,000 in order to help reduce the school budget and focus on teacher retention?*

The article passed with 1,659 "Yes" votes and 643 "No" votes.

Context of the Petitioner
Pelham citizen Deb Kruzel presented the petition article at the February 5th Deliberative Session. In her presentation, she shared that she understood the position to have been created in 2023-24. She noted that Pelham enrollment had declined, and she also shared that she had read in the press that the number of administrators in public schools nationally had increased recently. She explained that her intent was to address the ratios of administrators to students and not to target any one person. She asked the funds to be used instead to both help reduce the budget and improve teacher retention.

Corrections and Clarifications

Ms. Kruzel was correct regarding enrollment. Since 2019-20, enrollment has declined from 1,822 to 1,613. She is supportive of the district goal to improve teacher retention, which is a part of our goal to make Pelham the best place to work. However, she was incorrect about three items.

1. The position dates to 2013, not 2023. It was originally a School to Career Coordinator position from 2013. In 2018 the Board approved its change to a Dean of Students position. Since then, we have changed the position title twice given challenges regarding certification requirements. In 2021, we renamed it Director of Guidance and in 2022 we renamed it Assistant Principal.
2. Our administrative level is typical, not high. Pelham has 512 students this year with one principal and two assistant principals. Other schools smaller than us staffed with three general education administrators include Kearsarge HS (481 students), Sanborn HS (448 students), Campbell HS Litchfield (340 students).
3. In addition, the impact of the petition warrant was different than her intent. Having a citizen propose cutting a specific person's job is not helpful to the district working on being a great place to work. While the process allows for it, it is damaging to the work we're doing to achieve our performance goals.

Legal Context

The school district's attorney clarified for the Board that this petition warrant article was advisory only and not a binding decision. This is because "the governing body," which is the school board, is in charge of operations including staffing decisions through its policies. "The deliberative body," which is made up of the citizens of town who come to the deliberative session and those who vote, is in charge of the budget. Articles that address operations are advisory only. Further, the Department of Revenue Administration affirmed that the petition is non-budgetary and did not reduce the operating budget.

Conclusion

While the intent to support teacher retention was admirable, the impact has been damaging. The petition is advisory and non-budgetary. As superintendent, I cannot recommend jeopardizing student supervision, safety, discipline, college and career counseling, and teacher supervision and evaluation, by eliminating this position.

Eric "Chip" McGee, Ed.D.
Superintendent

Sarah Marandos, Ed.D.
Assistant Superintendent

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Kimberly Noyes
Director of Student Services

To: Chip McGee, Superintendent
From: Sarah Marandos, Assistant Superintendent
Re: General Assurances for Federal Funds for FY26
Date: April 16, 2025

The NHDOE has developed the "General Assurances, Requirements and Definitions for Participation in Federal Programs." In New Hampshire both School Districts and School Administrative Units (SAUs) are considered Local Education Agencies (LEAs). Compliance with general assurances will be subject to review by NHDOE during on-site federal compliance monitoring. The document is divided into the following sections:

A. General Assurances
B. Explanation of Grants Management Requirements
    1. Financial Management Systems
    2. Written Policies and Procedures
    3. Internal Controls
    4. Allowable Costs
    5. Audits
    6. Reports to be Submitted
    7. Debarment, Suspension, and Other Responsibility Matters
    8. Drug-Free Workplace
    9. Gun Possession
    10. Lobbying
    11. Subrecipient Monitoring
    12. More Restrictive Conditions
    13. Obligations by Subrecipients
    14. Personnel Costs-Time Distribution
    15. Protected Prayer in Public Elementary and Secondary Schools
    16. Purchasing/Procurement
    17. Retention and Access to Records
    18. The Stevens Amendment
    19. Transfer of DIsciplinary Records
    20. Compliance with FERPA and PPRA

C. Definitions

Suggested Action: I am asking to review the general assurances at the April 16 Board meeting and answer any questions to enable both you and our School Board Chairperson to provide the required signatures. This document will then be formally submitted to the NHDOE.

Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

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

March 5, 2024

TO: Superintendents

FROM: Lindsey Labonville, Administrator
Bureau of Federal Compliance

SUBJECT: General Assurances FY 2025

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

The submission of general assurances is required in part by:

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

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

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

I am requesting that you and the local School Board complete the certifications at the end of the enclosed general assurance document; initial each page in the spaces provided and upload the document in its entirety to the district's homepage on GMS. The Bureau of Federal Compliance office will notify the appropriate NHED program approving federal funds to LEA's when it has received each assurance. The various federal programs are not to request additional copies from you, but to accept the Bureau of Federal Compliance list as the basis for determining compliance with these requirements as one item in their approval of proposals for funding. Other program specific assurances will still be requested from the LEA's by individual NHED programs.

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

On the Certification page, please include the name and number of the SAU office and the name of the School District which will be applying for funds, both certifying parties are asked to execute the document, and return the document by uploading it to the district GMS homepage no later than **June 1, 2024**.

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

New Hampshire Department of Education

FY2025

GENERAL ASSURANCES, REQUIREMENTS AND DEFINITIONS FOR PARTICIPATION IN FEDERAL PROGRAMS

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

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

While there have been no significant changes notable in the last year, this FY2025 general assurances document contains a few minor differences from the FY2024 general assurances document. You are encouraged to do a side-by-side comparison of the two documents so that you thoroughly understand the requirements and deadlines to which you are agreeing.

Following your review and acceptance of these General Assurances, Requirements and Definitions for Participation in Federal Programs please sign the certification statement on the appropriate page and then initial each of the remaining pages where indicated.

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

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

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

General Assurances, Requirements and Definitions for Participation in Federal Programs

A. General Assurances

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

1) The subrecipient has the legal authority to apply for the federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay non-federal share of project costs, as applicable) to ensure proper planning, management, and completion of the project described in all applications submitted.

2) The subrecipient will give the awarding agency, the NHED, the Comptroller General of the United States and, if appropriate, other State Agencies, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3) The subrecipient will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. The subrecipient will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
   (a) Per 2 CFR 200.330 the non-Federal entity is required to submit reports at least annually on the status of real property in which the Federal Government retains an interest.

4) The subrecipient will comply with the requirements of the assistance awarding agency (2 CFR 200.1 Definitions '*Federal Awarding Agency*') with regard to the drafting, review and approval of construction plans and specifications.

5) The subrecipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6) The subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

7) The subrecipient will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

8) The subrecipient will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
   (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
   (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
   (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

(d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
(e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
(f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
(g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
(h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
(i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
(j) The requirements of any other nondiscrimination statute(s) which may apply to the application.

9) The subrecipient will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

10) The subrecipient will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds. The subrecipient further assures that no federally appropriated funds have been paid or will be paid by or on behalf of the subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

11) The subrecipient will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported in whole or in part with federal funds.

12) The subrecipient will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported in whole or in part with federal funds.

13) The subrecipient will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

14) The subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing all program(s).

15) The subrecipient will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR 200.501, Subpart F, "Audit Requirements," as applicable.

16) The recipient will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

17) The control of funds provided to a subrecipient that is a Local Education Agency under each program, and title to property acquired with those funds, will be in a public agency, and a public agency will administer those funds and property.

18) Personnel funded from federal grants and their subcontractors will adhere to the prohibition from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal grants funded by the US Department of Education).

19) The subrecipient assures that it will adhere to the Pro-Children Act of 2001, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P.L. 107-110, section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P.L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P.L. 107-110, section 4303[e][1]).

20) The subrecipient will comply with the Stevens Amendment.

21) The subrecipient will comply with the Buy America Preference for Infrastructure Projects as required by 2 CFR Part 184.

22) The subrecipient will submit such reports to the NHED and to U.S. governmental agencies as may reasonably be required to enable the NHED and U.S. governmental agencies to perform their duties. The subrecipient will maintain such fiscal and programmatic records, including those required under 20 U.S.C. 1234f, and will provide access to those records, as necessary, for those Departments/agencies to perform their duties.

23) The subrecipient will assure that expenditures reported are proper and in accordance with the terms and conditions of any project/grant funding, the official who is authorized to legally bind the agency/organization agrees to the following certification for all fiscal reports and/or vouchers requesting payment [2CFR 200.415(a)].

> *"By signing this General Assurances, Requirements and Definitions for Participation in Federal Programs document, I certify to the best of my knowledge and belief that the reports submitted are true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the Project Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."*

24) If an LEA, the subrecipient will provide reasonable opportunities for systematic consultation with and participation of teachers, parents, and other interested agencies, organizations, and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.

25) If an LEA, the subrecipient shall assure that any application, evaluation, periodic program plan, or

report relating to each program will be made readily available to parents and other members of the general public upon request.

26) If an LEA, the subrecipient has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program, significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects. Such procedures shall ensure compliance with applicable federal laws and requirements.

27) The subrecipient will comply with the requirements of the Gun-Free Schools Act of 1994.

28) The subrecipient will submit a fully executed and accurate Single-Audit Certification (required) and the Federal Expenditures Worksheet (if applicable) to the NHED no later than December 31, 2024. The worksheet will be provided to each subrecipient by the NHED via email and is posted on the NHED website.

29) The subrecipient shall comply with the restrictions of New Hampshire RSA 15:5.

30) The subrecipient will comply with the requirements in 2 CFR Part 180, Government-wide Debarment and Suspension (Non-procurement).

31) The subrecipient certifies that it will maintain a drug-free workplace and will comply with the requirements of the Drug-Free Workplace Act of 1988 and 34 CFR 84.200.

32) The subrecipient will adhere to the requirements of Title 20 USC 7197 relative to the Transfer of Disciplinary Records.

33) The subrecipient will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

34) The subrecipient will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

35) The subrecipient will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

36) The subrecipient will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

37) The subrecipient will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

38) The subrecipient will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

39) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award (2 CFR 200.322).

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

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

B. Explanation of Grants Management Requirements

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

1. Financial Management Systems

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

Specifically, the financial management system must be able to:

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

2. Written Policies and Procedures

The subrecipient must have written policies and procedures for:

Policy/Procedure Name	In Accordance With	Policy	Procedure
Drug-Free Workplace Policy	34 CFR 84.200 and the Drug-Free Workplace Act of 1988		N/A
Procurement Policy & Procedure	2 CFR 200.317-327		
Conflict of Interest/Standard of Conduct Policy	2 CFR 318(c)(1)		N/A
Inventory Management Policy & Procedure	2 CFR 200.313(d)		
District Travel Policy	2 CFR 200.475(b)		N/A
Subrecipient Monitoring Policy & Procedure (if applicable)	2 CFR 200.332(d)		
Time and Effort Policy & Procedure	2 CFR 200.430		
Records Retention Policy & Procedure	2 CFR 200.334		
Prohibiting the Aiding and Abetting of Sexual Abuse Policy	ESEA Section 8546		N/A
Allowable Cost Determination Policy	2 CFR 200.302(b)(7)		N/A
Gun Free School Act	Gun Free School Act of 1994		N/A
Cash Management	2 CFR 200.302(b)(6) and 200.305		
Nonsmoking Policy for Children's Services	ESEA Section 8573		N/A

3. Internal Controls

The subrecipient must:

a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the non-federal entity is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with the guidance outlined in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
b) Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
c) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
d) Take reasonable measures to safeguard and protect personally identifiable information and other information the federal awarding agency or pass-through entity designates as sensitive or the subrecipient considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
e) Maintain all accounts, records, and other supporting documentation pertaining to all costs incurred and revenues or other applicable credits acquired under each approved project in accordance with 2 CFR 200.334.

4. Allowable Costs

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

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

5. Audits

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

a) In the event that the subrecipient expends $750,000 or more in federal awards in its fiscal year, the subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F. In determining the federal awards expended in its fiscal year, the subrecipient shall consider all sources of federal awards, including federal resources received from the NHED. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200, Subpart F.
b) In connection with the audit requirements, the subrecipient shall also fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508.
c) If the subrecipient expends less than $750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F, is not required. In the event that the subrecipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from subrecipient resources obtained from non-federal entities).

The subrecipient assures it will implement the following audit responsibilities;

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

6. Reports to be Submitted

Audits/Management Decisions

Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F shall be

submitted, by or on behalf of the recipient directly to the following:

a) The Federal Audit Clearinghouse (FAC) in 2 CFR 200, Subpart F requires the auditee to electronically submit the data collection form described in 200.512(b) and the reporting package described in 200.512(c) to FAC at: https://harvester.census.gov/facides/(S(mqamohbpfj0hmyh1r45p1po1))/account/login.aspx

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

a) **New Hampshire Department of Education**
Bureau of Federal Compliance
25 Hall Street
Concord, NH 03301 Or via email to: federalcompliance@doe.nh.gov

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

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

Single Audit Certifications and Federal Expenditures Worksheet

A fully executed and accurate Single-Audit Certification (required) and Federal Expenditures Worksheet (if applicable) shall be submitted to the NHED no later than **December 31, 2024**. A copy of the forms will be provided to each subrecipient by the NHED via email.

7. Debarment, Suspension, and Other Responsibility Matters

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

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

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

The subrecipient certifies that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal Department or agency.
b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement; theft, forgery, bribery, falsification, or destruction of records; making false statements; or receiving stolen property.

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in this certification.

d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance (34 CFR 84.610) is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b) Establishing, as required by 34 CFR 84.215, an ongoing drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace.
- The recipient's policy of maintaining a drug-free workplace.
- Any available drug counseling, rehabilitation, and employee assistance programs.
- The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c) Requiring that each employee engaged in the performance of the project is given a copy of this statement.

d) Notifying the employee in the statement that, as a condition of employment under the project, the employee will:

- Abide by the terms of the statement.
- Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

e) Notifying the agency in writing within 5 calendar days after receiving notice of an employee's conviction of a violation of a criminal drug statute in the workplace, as required by 34 CFR 84.205(c)(2), from an employee or otherwise receiving actual notice of employee's conviction. Employers of convicted employees must provide notice, including position title to:

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

(Notice shall include the identification number[s] of each affected grant).

f) Taking one of the following actions, as stated in 34 CFR 84.225(b), within 30 calendar days of receiving the required notice with respect to any employee who is convicted of a violation of a criminal drug statute in the workplace.

- Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended.
- Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

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

9. General Education Provisions Act (GEPA) Requirements - Section 427 (Federal Requirement) Equity for Students, Teachers, and Other Program Beneficiaries

The purpose of Section 427 of GEPA is to ensure equal access to education and to promote educational excellence by ensuring equal opportunities to participate for all eligible students, teachers, and other program beneficiaries in proposed projects, and to promote the ability of such students, teachers, and beneficiaries to meet high standards. Further, when designing their projects, grant applicants must address the special needs and equity concerns that might affect the ability of students, teachers, and other program beneficiaries to participate fully in the proposed project.

Program staff within the NHED must ensure that information required by Section 427 of GEPA is included in each application that the Department funds. *(There may be a few cases, such as research grants, in which Section 427 may not be applicable because the projects do not have individual project beneficiaries. Contact the Government Printing Office staff should you believe a situation of this kind exists).*

The statute highlights **six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, and age**. Based on local circumstances, the applicant can determine whether these or other barriers may prevent participants from access and participation in the federally assisted project, and how the applicant would overcome these barriers.

These descriptions may be provided in a single narrative or, if appropriate, may be described in connection with other related topics in the application. Subrecipients should be asked to state in the table of contents where this requirement is met.

NHED program staff members are responsible for screening each application to ensure that the requirements of this section are met before making an award. If an application has been selected for funding and program staff determine that the requirements of this section are not met, program staff will contact the subrecipient to find out why this information is missing. If an oversight occurred, the program staff may give the applicant another opportunity to satisfy this requirement but must receive the missing information before making the award, 34 CFR 75.231. Documentation must be in the project file indicating that this review was completed before the award is made.

All applicants for new awards must satisfy this provision to receive funding. Those seeking *continuation* awards do not need to submit information beyond the descriptions included in their original applications.

10. Gun Possession (Local Education Agencies (LEAs) only)

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

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

> RSA 193:13, III. Any pupil who brings or possesses a firearm as defined in section 921 of Title 18 of the United States Code in a safe school zone as defined in RSA 193-D:1 without written authorization from the Superintendent or designee shall be expelled from school by the local school board for a period of not less than 12 months.

The LEA assures that it has adopted a policy, which allows the Superintendent or Chief Administrating officer to modify the expulsion requirement on a case by case basis. RSA 193:13, IV.

The LEA assures that it shall report to the NHED in July of each year, a description of the circumstances surrounding any expulsions imposed under RSA 193:13, III and IV including, but not limited to:

a) The name of the school concerned;
b) The grade of the student disciplined;
c) The type of firearm involved;
d) Whether or not the expulsion was modified, and
e) If the student was identified as Educationally Disabled.

The LEA assures that it has in effect a policy requiring referral to the criminal justice or juvenile delinquency system of any student who brings a firearm or weapon to school.

Ed 317.03 Standard for Expulsion by Local School Board.

a) A school board which expels a pupil under RSA 193:13, II or III, shall state in writing its reasons, including the act leading to expulsion, and shall provide a procedure for review as allowed under RSA 193:13, II.
b) School boards shall make certain that the pupil has received notice of the requirements of RSA 193-D and RSA 193:13 through announced, posted, or printed school rules.
c) If a student is subject to expulsion and a firearm is involved, the Superintendent shall contact local law enforcement officials whenever there is any doubt concerning:
    1) Whether a firearm is legally licensed under RSA 159; or
    2) Whether the firearm is lawfully possessed, as opposed to unlawfully possessed, under the legal definitions of RSA 159.
d) If a pupil brings or possesses a firearm in a safe school zone without written authorization from the Superintendent, the following shall apply:
    1) The Superintendent shall suspend the pupil for a period not to exceed 10 days, pending a hearing by the local board; and
    2) The school board shall hold a hearing within 10 days to determine whether the student was in violation of RSA 193:13, III and therefore is subject to expulsion.

11. Lobbying

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

a) No federally appropriated funds have been paid or will be paid by or on behalf of the subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal grant or

cooperative agreement.

b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal grants or cooperative agreements, the subrecipient shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c) The subrecipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, contracts under grants, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

New Hampshire RSA 15:5 - **Prohibited Activities.**

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

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

12. Subrecipient Monitoring

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

13. More Restrictive Conditions

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

14. Obligations by Subrecipients

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

15. Personnel Costs – Time Distribution

Charges to federal projects for personnel costs, whether treated as direct or indirect costs, are allowable to the extent that they satisfy the specific requirements of 2 CFR 200.430 and will be based on payrolls

documented in accordance with generally accepted practices of the subrecipient and approved by a responsible official(s) of the subrecipient.

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

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

a) Reflect an after-the-fact distribution of the actual activity of each employee
b) Account for the total activity for which each employee is compensated
c) Prepared at least monthly and must coincide with one or more pay period
d) Signed and dated by the employee

16. Protected Prayer in Public Elementary and Secondary Schools

As required in Section 9524 of the Elementary and Secondary Education Act (ESEA) of 1965, as amended by the No Child Left Behind Act of 2001, LEAs must certify annually that they have no policy that prevents or otherwise denies participation in constitutionally protected prayer in public elementary and secondary schools.

17. Purchasing/Procurement

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

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

18. Retention and Access to Records

Requirements related to retention and access to project/grant records, are determined by federal rules and regulations. Federal regulation 2 CFR 200.334, addresses the retention requirements for records that applies to all financial and programmatic records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal or Project award. If any litigation, claim, or audit is started before the expiration date of the retention period, the records must be maintained until all ligation, claims, or audit findings involving the records have been resolved and final action taken.

Access to records of the subrecipient and the expiration of the right of access is found at 2 CFR 200.337 (a) and (c), which states:

a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives [including but not limited to the NHED] must have the right of access to any documents, papers, or other records of non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

d) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

19. The Stevens Amendment

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

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

20. Transfer of Disciplinary Records

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

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

a) **Disciplinary Records** - In accordance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232g), not later than 2 years after the date of enactment of this part, each State receiving Federal funds under this Act shall provide an assurance to the Secretary that the State has a procedure in place to facilitate the transfer of disciplinary records, with respect to a suspension or expulsion, by local educational agencies to any private or public elementary school or secondary school for any student who is enrolled or seeks, intends, or is instructed to enroll, on a full- or part-time basis, in the school.

b) **193-D:8 Transfer Records; Notice** – All elementary and secondary educational institutions, including academies, private schools, and public schools, shall upon request of the parent, pupil, or former pupil, furnish a complete school record for the pupil transferring into a new school system. Such record shall include, but not be limited to, records relating to any incidents involving suspension or expulsion, or delinquent or criminal acts, or any incident reports in which the pupil was charged with any act of theft, destruction, or violence in a safe school zone.

C. Definitions (2 CFR 200.1)

1) **Audit finding** - A*udit finding* means deficiencies which the auditor is required by 2 CFR 200.516 (a) to report in the schedule of findings and questioned costs.

2) **Management decision** -*Management decision* means the Federal awarding agency's or pass-through entity's written determination, provided to the auditee, of the adequacy of the auditee's proposed corrective actions to address the findings, based on its evaluation of the audit findings and proposed corrective actions.

3) **Pass-through entity** - *Pass-through entity (PTE)* means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

4) **Period of performance** - *Period of performance* means the total estimate time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the Period of Performance in the Federal award per 2 CFR 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period.

5) **Subaward** - *Subaward* means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

6) **Subrecipient** - *Subrecipient* mean an entity, usually buy not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual hat is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

CERTIFICATION

Instructions: The Superintendent, or other Qualifying Administrator, if the School District or School Administrative Unit (SAU) does not have a Superintendent, (*See* RSA 194-C:5, II) **must** consult with the School Board for the School District/SAU by informing said School Board about the District's/SAU's participation in Federal Programs and the terms and conditions of the General Assurances, Requirements and Definitions for Participation in Federal Programs. The Superintendent and the Chair of the School Board **must** sign this certification page (and initial the remaining pages) as described below and return it to the NHED. **No payment for project/grant awards will be made by the NHED without a fully executed copy of this General Assurances, Requirements and Definitions for Participation in Federal Programs on file.** For further information, contact the NHED Bureau of Federal Compliance at federalcompliance@doe.nh.gov

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Superintendent or other Qualifying Administrator Certification:

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

Accordingly, I, the undersigned official legally authorized to bind the named School District/SAU hereby apply for participation in federally funded education programs on behalf of the School District/SAU named below. I certify, to the best of my knowledge, that the below School District/SAU will adhere to and comply with these General Assurances, Requirements and Definitions for Participation in Federal Programs (pages 1 through 17 inclusive). I further certify, as is evidenced by the Minutes of the School Board Meeting held on 4-16-2025, that I have informed the members of the School Board of the federal funds the District/SAU will be receiving and of these General Assurances, Requirements and Definitions for the Participation in Federal Programs for the District's/SAU's participation in said programs.

SAU Number: _____ District or SAU Name: _____

District UEI: _____ SAM.gov Expiration Date: _____

Eric "Chip" McGee		
Typed Name of Superintendent	Signature	Date

Initials of Superintendent: _____
Initials of School Board Chair: _____

School Board Certification:

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

Darlene Greenwood		
Typed Name of School Board Chair (on behalf of the School Board)	Signature	Date

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

SB 297-FN - AS AMENDED BY THE SENATE

03/20/2025 0951s

2025 SESSION

25-1168
08/05

SENATE BILL ***297-FN***

AN ACT relative to pooled risk management programs.

SPONSORS: Sen. Carson, Dist 14

COMMITTEE: Finance

ANALYSIS

This bill:

I. Enables the secretary of state to require abatement of insufficient assets or to seek receivership, if necessary, of a pooled risk management program.

II. Requires assessment of each participating member of the pooled risk management program on a pro rata basis to satisfy the amount of the deficiency.

III. Requires the governing board of the pooled risk management program to use a standard of care, diligence, prudence, and skill in the management of the program.

IV. Provides for the assessment of a pooled risk management program's participating members, if required, after an actuarial calculation.

V. Provides for contingency reserve standards depending on the pooled risk management programs line of coverage and requiring a contingency reserve replenishment if a program's contingency reserves fall below the minimum level.

VI. Requires pooled risk management programs to make certain public disclosures to prospective and actual member political subdivisions.

Explanation: Matter added to current law appears in ***bold italics.***
Matter removed from current law appears [~~in brackets and struckthrough.~~]
Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

STATE OF NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Twenty Five

AN ACT relative to pooled risk management programs.

Be it Enacted by the Senate and House of Representatives in General Court convened:

1 New Paragraphs; Pooled Risk Management; Definitions. Amend RSA 5-B:2 by inserting the following new paragraphs after paragraph IV:

V. "Administration", as used in RSA 5-B:5, I(c), means reasonable expenses for risk management, including processing, evaluation and settlement services incurred in the payment of claims and other related losses and for auditor, actuarial, and accounting services for administration of the pooled risk program. The reasonability of an expense for administration under this chapter may be determined in an examination or administrative hearing commenced by the secretary of state pursuant to RSA 5-B:4-a.

VI. "Reserves" means claims reserves (case reserves and incurred but not reported (IBNR)reserves), contribution deficiency reserves, and contingency reserves. "Contingency reserves" means the amount of surplus to be retained by the pooled risk management program for the upcoming plan year as may be reasonably established and subsequently required to cover expected and unforeseen or extraordinary claim and administrative losses and liabilities.

VII. "Excess insurance" means reinsurance.

VIII. "Assessments" means a provision that, if the assets of the pooled risk management program are at any time actuarially determined to be insufficient to discharge its claim and administrative losses and liabilities and other legal obligations of the plan, the program shall, within 30 days of such a determination, collect additional contributions from its participating members for the amount needed to make up the deficiency.

2 New Section; Insolvency or Financial Impairment. Amend RSA 5-B by inserting after section 4-a the following new section:

5-B:4-b Insolvency or Financial Impairment.

I. If at the end of any fiscal month, the contingency reserve of a pooled risk management program for health coverage is at or below 8 percent of annual paid claims or of a pooled risk management program for workers compensation and other property and casualty lines is at or below 20 percent of annual contributions as determined by the prior year's audited fiscal year financial statements, the pooled risk management program shall notify its members in writing within 30 days that a potential assessment may be necessary pursuant to RSA 5-B:4-b, II if the pooled risk management program's contingency reserve continues to decrease and shall submit a written proposed course of action to the secretary of state with respect to alleviating the contingency reserve

deficiency. Any such notification to a pooled risk management program's members under this section shall include an estimate of the amount of that potential assessment.

II. If, at the end of any fiscal month, the contingency reserve of a pooled risk management program for health coverage is at or below 4 percent of annual paid claims or if a pooled risk management program for workers compensation and other property casualty lines is at or below 10 percent of annual contributions, the pooled risk management program shall notify the secretary of state of the contingency reserve deficiency within 5 business days. The secretary of state shall notify the program's governing board of the deficiency and shall have the power to issue to the governing board an order requiring abatement of the deficiency.

III. If the governing board fails to comply with the order within 30 days after the date of the notice, the secretary of state may apply to and seek from the superior court an order requiring the pooled risk management program to abate the deficiency or receivership of the program, as the circumstances may require, and authorizing the secretary of state or any officer designated by the secretary of state to oversee the required abatement or receivership. The pooled risk management program shall reimburse the secretary of state for the cost incurred for such oversight.

IV. If a pooled risk management program is determined to be insolvent, financially impaired, or otherwise unable to discharge its claim and administrative losses and liabilities and other legal obligations of the plan, each participating member of the program shall be assessed on a pro rata basis calculated by the amount of its annual contribution to satisfy the amount of the deficiency.

3 Standards of Organization and Operation. Amend RSA 5-B:5 to read as follows:

5-B:5 Standards of Organization and Operation.

I. Each pooled risk management program shall meet the following standards of organization and operation. Each program shall:

(a) Exist as a legal entity organized under New Hampshire law.

(b) Be ***member-owned, but*** governed by a board the majority of which is composed of elected or appointed public officials, officers, or employees. Board members shall not receive compensation but may be reimbursed for mileage and other reasonable expenses. Board members shall comply with the provisions of RSA 15-A. ***Board members shall have a fiduciary responsibility to the member political subdivisions, which includes the duties of good faith and loyalty, avoiding conflicts of interest, and managing the pooled risk management program solely for the benefit of the political subdivisions. Board members shall use a standard of care, diligence, prudence, and skill in the management of the pooled risk management program.***

(c) Return all earnings and surplus in excess of any amounts required for administration, claims, reserves, and purchase of excess insurance to the participating political subdivisions.

(d) Provide for an annual audit of financial transactions by an independent certified public accountant. The audit shall be filed with the department and distributed to participants of each pooled risk management program.

(e) Be governed by written bylaws which shall detail the terms of eligibility for participation by political subdivisions, the governance of the program and other matters necessary to the program's operation. Bylaws and any subsequent amendments shall be filed with the department.

(f) Provide for an annual actuarial evaluation of the pooled risk management program. The evaluation shall [~~assess the adequacy of~~] ***calculate*** contributions ***and assessments*** required to fund any such program and ***shall calculate*** the reserves necessary to be maintained to meet expenses of all incurred and incurred but not reported claims and other projected needs of the plan. The annual actuarial evaluation shall be performed by a member of the American Academy of Actuaries qualified in the coverage area being evaluated, shall be filed with the department, and shall be distributed to participants of each pooled risk management program.

(g)***(1) To ensure funds are available should an assessment become necessary, political subdivision members of a pooled risk management program providing health line of coverage shall establish a risk management program health care stabilization fund of at least 4 percent of their annual contributions, to be held and managed by the member in a designated, distinct capital reserve fund under RSA 34 et seq. and RSA 35 et seq. as applicable to each political subdivision. The fund's purpose shall be for payment of any assessments of the member by the pooled risk management program and obligations of the member related to health care or health benefits. Any excess earnings and surplus returned by the program to the member may also be deposited into the fund.***

(2) If a pooled risk management program's contingency reserve is above 4 percent of annual payments as of the effective date of this chapter, each participating member shall build its fund at a rate of at least 1 percent of the member's annual contributions per year up to 4 percent, beginning no later than its next setting of fiscal year budgets.

(3) If a pooled risk management program's contingency reserve is below 4 percent of annual payments as of the effective date of this chapter, each participating member shall in the first year build its fund at a rate of at least 1 percent of the member's annual contributions plus the amount of a pro rata share of the contingency reserve's shortfall. The pro rata share provided to the pooled risk management program member shall be calculated by the risk pool and approved by the secretary of state, beginning no later than the member's next setting of fiscal year budgets. After the first year, each of those members shall build its fund at a rate of at least 1 percent of the member's annual contributions per year up to 4 percent.

(4) Once a member has built up its fund to hold at least 4 percent of the member's annual contributions, if the fund is below the 4 percent threshold at the end of a fiscal year, the member shall rebuild the fund at a rate of at least 1 percent of its annual contributions per year up to 4 percent, beginning no later than its next setting of fiscal year budgets.

(5) The risk management program health care stabilization funds may be invested, and any earnings on fund monies shall be added to the fund. A participating political subdivision member may close its fund if that member's participation in a pooled risk management program's health line of coverage ends, and the member does not begin participating in another pooled risk management program's health line of coverage.

(h) Provide notice to all participants of and conduct 2 public hearings for the purpose of advising of potential rate increases, the reasons for projected rate increases, and to solicit comments from members regarding the return of surplus, at least 10 days prior to rate setting for each calendar year.

(i)(1) For workers' compensation and other property and casualty lines of coverage, pooled risk management programs shall maintain a contingency reserve with a minimum of 30 percent of member contributions for the then current fiscal year and a maximum of 40 percent of member contributions for the then current fiscal year.

(2) For a health line of coverage, pooled risk management programs shall maintain a contingency reserve with a minimum of 12 percent of member contributions for the then current fiscal year and a maximum of 16 percent of member contributions for the then current fiscal year.

(3) At the end of each fiscal year, if a pooled risk management program's contingency reserves fall below the minimum level as set forth in this section, the program shall add to the next calculation of annual member contributions a "contingency reserve replenishment" equal to that shortfall. This contingency reserve replenishment shall only be collected from members who participated in the fiscal year for which the replenishment is calculated and such replenishment may be made after a member has discontinued membership in the program.

(4) By July 1, 2027, and for every 4 years thereafter, the secretary of state or their designee shall hold a hearing with all pooled risk management programs and any affected party to receive input and data regarding the contingency reserve rate ranges outlined in subparagraphs (i)(1) and (i)(2) above. A report of the findings of the hearing, which shall include all written testimony and reports submitted during the hearing, and include any recommendations made by the secretary of state or their designee, shall be delivered to the governor, senate president, speaker of the house, and the chair of any committee with jurisdiction over pooled risk management programs by October 1, 2027.

(5) The board of directors of a pooled risk management program may, after vote of the board of directors and written notification to the governing bodies of its members, submit a written request to the secretary of state for a one-year increase to the maximums stated in RSA 5-B:5, I(i)(1) of an additional 5 percent for workers' compensation and other property casualty coverage and RSA 5-B:5, I(i)(2) of an additional 2 percent for health coverage. Any written request pursuant to this section with respect to any increase of the maximum percentage shall include a resolution of the board of directors, copies of the written notifications made by the pooled risk management program to its members governing bodies, a report by a certified auditor of the current financial position of the program, a detailed analysis explaining the purpose of the temporary increase, and an actuarial analysis conducted by an actuary with qualifications as detailed in RSA 5-B:5, I(f) of the impact to the contribution and finances of the program. The secretary of state shall approve or deny the request within 30 days of receipt of any such request.

II. If a pooled risk management program fails to provide for an annual audit or an annual actuarial evaluation, the department shall perform or cause to be performed the required audit or evaluation and shall be reimbursed the cost by the program.

4 New Paragraph; Declaration of Status; Tax Exemption; Liability and Disclaimer Requirement. Amend RSA 5-B:6 by inserting after paragraph III the following new paragraph:

IV. Any such program operating under this chapter shall publicly and conspicuously disclose by including a written disclaimer in any and all member agreements, contracts, bylaws, and contribution quotes and renewals between the program and its prospective and actual member political subdivisions that, at a minimum, notifies the political subdivision of the following:

(a) The pooled risk management program does not function like an insurance company and is not an insurer.

(b) The pooled risk management program, to the extent it is self-insured, does not provide guaranteed cost or fixed cost coverages.

(c) The pooled risk management program may collect from participating members assessments or replenishments whenever required in the event the program's assets are insufficient to discharge its claim and administrative losses and liabilities and other legal obligations of the plan, in the event of insolvency, or in the event contingency reserves fall below the required minimum under this chapter.

5 Effective Date.

I. RSA 5-B:5, I(i) as amended by section 3 of this act shall take effect July 1, 2026.

II. The remainder of this act shall take effect upon its passage.

LBA
25-1168
4/8/25

SB 297-FN- FISCAL NOTE
AS AMENDED BY THE SENATE (AMENDMENT #2025-0951s)

AN ACT relative to pooled risk management programs.

FISCAL IMPACT: This bill does not provide funding, nor does it authorize new positions.

Estimated State Impact				
	FY 2025	**FY 2026**	**FY 2027**	**FY 2028**
Revenue	$0	$0	$0	$0
Revenue Fund(s)	None			
Expenditures*	$0	Decrease $250,000+	Decrease $250,000+	Decrease $250,000+
Funding Source(s)	General Fund			
Appropriations*	$0	$0	$0	$0
Funding Source(s)	None			

***Expenditure = Cost of bill** ***Appropriation = Authorized funding to cover cost of bill**

Estimated Political Subdivision Impact				
	FY 2025	**FY 2026**	**FY 2027**	**FY 2028**
County Revenue	$0	$0	$0	$0
County Expenditures	$0	Indeterminable Increase	Indeterminable Increase	Indeterminable Increase
Local Revenue	$0	$0	$0	$0
Local Expenditures	$0	Indeterminable Increase	Indeterminable Increase	Indeterminable Increase

METHODOLOGY:

This bill introduces measures to ensure the financial stability of pooled risk management programs. It allows the Secretary of State to address insufficient assets and even take control of a program if necessary. Members providing health coverage must create a stabilization fund, totaling at least 4% of annual contributions over four years, to cover program assessments and healthcare obligations. The bill outlines how a risk pool can seek a temporary increase in its reserve limit and requires greater transparency through public disclosures for program members.

The Department of State indicates that this bill will save $250,000+ in general funds each year and securities funds that go unspent will lapse back to the General Fund. The anticipated savings are from the reduced need to hire external legal and actuarial experts that help the state

bring legal action against pooled risk management programs that are not acting as a fiduciary to their participating members.

The New Hampshire Municipal Association (NHMA) states that this bill would require municipalities participating in pooled health plans to set aside extra funds in reserve accounts to cover potential financial shortfalls. If the health pool's reserves drop too low or if it becomes insolvent, municipalities would face additional financial obligations through special assessments. They would also need to rebuild reserve accounts over time if used. Municipalities must agree in writing to take responsibility for these potential financial risks, including any losses from the prior year if they leave the pool. This could lead to increased costs and challenges for municipalities, especially since raising extra funds may require special town meetings.

The New Hampshire Association on Counties (NHAC) states that this bill could lead to an indeterminable increase in expenditures for counties involved in pooled risk management programs. The potential increase stems from the need to gather additional contributions from members if an annual audit, actuarial determination, or Secretary of State investigation reveals insufficient assets. Additionally, there could be administrative costs that would be taken on by pool members also increasing expenditures.

AGENCIES CONTACTED:

Department of State, New Hampshire Association of Counties, and New Hampshire Municipal Association

Why SB297 Precludes HealthTrust from Offering Coverage

SB297 fundamentally changes risk pool management in New Hampshire. If passed, SB297 will prevent HealthTrust from providing the high-quality, affordable, medical and related coverages that New Hampshire's cities, towns and school districts have come to rely on since 1985.

HealthTrust Model Today

HealthTrust provides its participating Member Groups with fully-insured coverage through a pooled risk management program. HealthTrust operates like an insurance company and is subject to many of the same risks as an insurance company. Like an insurance company, HealthTrust determines the benefit plans, coverages, and rules for operating those coverages, and sets rates calculated to cover projected claims. For times when things don't go as expected, HealthTrust maintains a contingency reserve. Because the coverage relationship is fully insured, participating Member Groups are protected at all times against the risks inherent in providing medical coverage.

SB297 does not allow HealthTrust's Model to Exist

There are various forms and models of risk pooling. For 40 years, HealthTrust's model has been for the organization to be a self-insured entity (meaning HealthTrust bears the risk of losses) and for our Member Groups to be fully insured against those losses. Groups are responsible to pay premiums, but bear no further responsibility for losses even if the costs of claims exceed expectations.

HealthTrust's coverage model would be explicitly prohibited if SB297 becomes law. SB297 fundamentally changes the pooled risk management program operated by HealthTrust by:

1. Removing HealthTrust's authority to provide fully-insured health coverages through a self-insured risk pool,
2. Requiring HealthTrust to shift the risk of losses from HealthTrust to the Member Groups (municipalities, school districts and counties), and
3. Removing HealthTrust's ability to prudently manage benefit plans, coverages, and the rules for operating those coverages.

Rather than strengthening HealthTrust, SB297 requires HealthTrust to end its current risk pool model in which HealthTrust is the insurer and change into a new model where HealthTrust is the administrator. In short, SB297 harms the very entities and people risk pools are intended to help – municipalities, school districts, counties and their respective employees.

HealthTrust's Model has Value

NH RSA 5-B was enacted in 1987 because the commercial market did not meet the needs of the public sector. We operate in a free market, competing with other risk pools and with the commercial market. Even with these choices, the vast majority of New Hampshire's political subdivisions still choose HealthTrust for their coverage. We remain the only organization (including commercial carriers and other risk pools) that **never** declines to quote an eligible Group. Our mission is to serve all who need us, and the need is as strong, or stronger, than it was in 1987.

Can HealthTrust Change Models?

As testified to and discussed in previous materials, HealthTrust does not operate under the model required by SB297. While there are a number of other concerns with the SB297 model, three main questions must be answered:

1. **Does the SB297 model provide value to the public sector?** No. It increases costs for political subdivisions and lowers the coverage value for public sector employees. Public sector entities need protection from risk and SB297 removes that protection. Further, the low and narrow band of required reserves along with strict assessment and one-year replenishment requirements will create significant volatility for Groups; for example, large rate increases one year, followed by returns of surplus the following year. Compared to HealthTrust's current model, Groups would go from being protected from both risk and volatility to now being exposed to both. If SB297 passes into law, many Groups will be better served by going to the commercial market (at a higher cost and with less services) to obtain the protection they need from risk of losses and rate volatility.

2. **Is the SB297 model financially viable?** No. It removes the financial stability that comes with fully insured coverage through a self-insured risk pool. Under SB297, solvency depends on replenishments and assessments being able to be paid by the towns, cities, schools, counties, and other public sector entities we serve, whenever needed. This is a flawed assumption and a fundamental flaw in SB297. By nature, insurance is protection against potential future risk. In most years, those risks will likely be as predicted. However, if events occur such that losses are *significantly* worse than expected, only fully-insured coverage would protect Groups. In those years, it is unlikely that political subdivisions and their taxpayers will be able to bear the burden of steep rate increases and required replenishments and assessments without extraordinary sacrifices.

3. **Will the SB297 model allow for prudent management?** No. The SB297 model creates conflicting rights and responsibilities for participating Groups that cannot be reconciled. In the SB297 model each Group is an owner, is ultimately responsible for the risk of losses, and is owed an individual fiduciary duty by the organization. As such, conflicts will arise from the competing interests of individual Groups. For example, if the board did not retire a costly and ineffective benefit, it could face allegations of not fulfilling its fiduciary duty to provide cost-effective coverage to one subset of Groups. However, if it retired the benefit, it could face allegations of interfering in the collective bargaining agreements of another subset of Groups. Political subdivisions cannot operate independently when making decisions while at the same time operating collectively when sharing the cost of those decisions. These concerns are not hypothetical; HealthTrust faces misguided claims from our regulator with respect to these very concerns today. If SB297 passes, these claims will be even more difficult to defend.

In total, when reviewing the challenges and ramifications of the model required by SB297, HealthTrust has identified that such a change is untenable.

Can the Stated Objectives be Accomplished?

If the motivating goal behind SB297 is to improve the financial stability of risk pools, there are many ways to accomplish that. HealthTrust welcomes reasonable regulation and standards that can help ensure future stability.

There are many available models in use throughout the country and in New Hampshire that can be adapted to apply to New Hampshire risk pools. Chief among them is the Risk Based Capital (RBC) model developed by the National Association of Insurance Commissioners (NAIC) and in use by the New Hampshire Insurance Department to ensure financial stability of insurers providing fully-insured medical coverage like HealthTrust does.

The RBC model's entire focus is to ensure that appropriate levels of reserves are retained in order to ensure the solvency and viability of an insurer. It is a tried-and-true, proven methodology supported by a full set of well-developed systems and standards. Rather than a fixed percentage of reserves, the system adapts to changes in the wider ecosystem, which is critical in a period of volatility.

HealthTrust's current model would remain viable and would be strengthened by the application of such reasonable standards.

Conclusion

Risk pooling is an important and essential option for New Hampshire's public sector. HealthTrust has had the privilege of serving the vast majority of the towns, cities, schools, counties, and other eligible organizations during those years. Our operating model as a self-insured entity while individual Member Groups are fully-insured has met the unique needs of the public sector. This includes keeping rates low for taxpayers, protecting the political subdivisions from risk, and providing coverages to all eligible Groups, **never** declining to quote even those who are unable to obtain coverage elsewhere.

HealthTrust exists to serve New Hampshire's public sector. As we have said from the beginning, we welcome the opportunity to work collaboratively with the legislature, Members, Covered Individuals, unions and all other stakeholders to craft a law that protects sustainable access to health coverage through RSA 5-B pooled risk management programs.

Sincerely,

Scott DeRoche

Scott DeRoche
Executive Director

NEW HAMPSHIRE SECRETARY OF STATE
David M. Scanlan

March 19, 2025

RE: A note from Secretary of State David M. Scanlan:

Dear Senator,

Enclosed in this packet is a letter from the Secretary of State to New Hampshire's political subdivisions regarding SB 297, which pertains to the regulation of pooled risk management programs. In addition to the letter, we have included a fact sheet that refutes claims made by HealthTrust about the legislation and how it will impact political subdivisions.

We encourage you to review this information at your earliest convenience. If you have any questions, please reach out to our office.

Sincerely,

David M. Scanlan
Secretary of State

107 North Main St., Concord, NH 03301
(603) 271-3242 | elections@sos.nh.gov

NEW HAMPSHIRE SECRETARY OF STATE
David M. Scanlan

March 19, 2025

RE: An Important Message on Legislation SB 297

Dear Municipality, School District, and Governmental Entity,

As Secretary of State, the Legislature has delegated me as the exclusive authority with jurisdiction to regulate pooled risk management programs in the Granite State. The self-insurance programs, detailed in NH RSA 5-B, are owned by you, the political subdivisions. For this reason, I feel compelled to raise some concerns about inaccurate statements made by certain pools and groups about the nature of risk pools and recent legislation put forth by my office to fill crucial gaps in the regulation of these programs. These gaps have caused at least two of these pools to experience financial impairment and border on insolvency. My only concern is protecting the interests of the political subdivisions, their taxpayers, and active and retired employees.

SB 297, which was drafted after extensive consultation with certified actuarial experts, was introduced by Senate President Sharon Carson and worked on by Senator Gray, Finance Chair, and Deputy Democratic Leader Senator Rosenwald. This legislation would bolster transparency for member political subdivisions; set clear, uniform standards across all pooled risk management programs in New Hampshire; ensure stability in the pooled risk management arena as expenses relative to insurance are the second-largest cost driver for political subdivisions in the state; and protect the financial and insurance interests of political subdivisions, their employees, dependents, and retired employees from financial insolvency resulting from decisions made by risk pools that have not been in the best interest of members.

SB 297 is also supported by two of the four pools: SchoolCare and PRIMEX. We have attached a detailed analysis of the legislation and the minimal impact it will have on you.

Under RSA 5-B, pooled risk program members have always been liable for the ultimate financial gains or losses of the risk pool. This is the very nature of risk pool programs, and SB 297 does not change this. However, it does establish necessary guardrails to prevent the insolvency of these programs. Financial insolvency, which two risk pools are in danger of, would place a substantial burden on you as a member.

Our relationship with pooled risk management programs should be collaborative and in the best interests of participating members while also protecting the taxpaying public and their active and retired employees. Unfortunately, some programs have been adversarial to being regulated. These specific pools employ stalling tactics and resist regulation to the detriment of members like you. We have communicated our concerns repeatedly to no avail over the years, making this legislation necessary. The success of pooled risk management programs is in everyone's

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best interest. This is why we are still striving for a collaborative relationship through this carefully thought-out legislation.

We urge you as the leaders of your political subdivisions to read this legislation carefully and reach out to our office with any questions or concerns. The well-being and stability of political subdivisions like you are of great importance to me and my office.

Sincerely,

David M. Scanlan
Secretary of State

March 19, 2025

HealthTrust published a press release and accompanying fact sheet on March 13, 2025 regarding SB297. In response to this, other press releases including by NHIT, and testimony offered during the Senate Committee hearing on SB297, this package discusses:

- Explanation of Risk pooling
- How the ability to assess helps pools and their members
- The purpose of SB297
- The differences between the regulation of risk pools versus insurance companies
- The expected financial impact of SB297 on members

Detailed support for any of the information presented in this package can be presented upon request.

Risk Pooling

In New Hampshire, RSA 5-B allows two or more political subdivisions to form a pooled risk management program. To illustrate how risk pooling works, consider the following example:

- A pool has two members, City A and City B, and provides health coverage.
- The coverage is administered by a third party such as Anthem, Harvard Pilgrim, or Cigna.
- Each of the two members make contributions of $5M per year to the pool for the upcoming coverage year.
- At the start of the year, the contingency reserve is $600,000.
- City A's claim costs during the coverage year were at the level expected by the contribution calculation but City B's claim costs come in at $1M higher than expected by the contribution calculation.

In this scenario, the entire $600,000 contingency reserve would be depleted and there would be a shortfall of $400,000. The administrator is only contracted to administer the coverage, not to bear the cost of claims should the pool be unable to pay. Therefore, the two members of the pool will be forced to pay for the $400,000 shortfall in one of two ways:

1. The pool can assess the two members for at least the amount of the shortfall to keep the pool operating. The assessment amount would usually be shared pro-rata with contributions, meaning that each city would have to contribute at least $200,000 to make up the $400,000 deficit.
2. If it is unwilling or unable to assess the members, the pool will have to liquidate. Both HealthTrust and NHIT have claimed that in this scenario, the remaining $400,000 deficit would simply disappear or that the administrator would volunteer to pay for the deficit. This is clearly false. The deficit is for healthcare services already provided, and **the amounts owed to healthcare providers for those services would not simply disappear along with the pool**. Additionally, the administrator would not pay for deficits that they are not contractually obliged to pay for. In reality, **the deficit would fall back on the members directly, meaning that each member would have to pay the amounts owed to the healthcare providers** for their own employees.

HealthTrust's factsheet and previous press releases state that SB297 "*shifts the ultimate liability to each Member Group*". As explained above, **the ultimate liability has always remained with each member group in the event of insolvency of a risk pool**. For this reason, risk pools are considered self-insurance performed as a group. This is confirmed by the following statement made by HealthTrust on December 14, 2016 to the IRS in order to retain its tax exempt status "*Health Trust is a voluntary nonprofit corporation formed under New Hampshire law to provide group health and other employee benefit programs on a self-insured basis to its members.*" **It is precisely because the ultimate liability has always remained with each member group in the event of insolvency that SB297 is being introduced to protect members by preventing insolvencies**.

While the ultimate liability has always remained with each member group if a pool runs out of money, participation in a risk pool does pool (i.e., spread) risk between the members as long as the pool does not run out of money. Using the above example, the ways in which this risk pooling works include:

- Any assessment would be spread pro-rata with contributions even though all of the adverse claims experience was related to City B.
- Any replenishment of the contingency reserves, such as the "capital risk charge" that HealthTrust adds to the member contributions, is generally pro-rata with contributions. This means that both cities replenish the contingency reserves even though only City B was responsible for depleting it.
- Had the pool experienced extremely favorable claim costs and returned surplus to members, that surplus would be returned pro-rata with contributions even if all the favorable experience was related to only one member.

A large pool with many members results in a much greater spread of risk between the members than a pool with two members if the pool does not run out of money. However, in the event the large pool does run out of money, the members are not shielded from any remaining unpaid liabilities, just like they would not be shielded for a pool with two members, and the ultimate liability always remains with each member in the event of insolvency.

Assessments

In their factsheet regarding SB297 and in previously released statements, HealthTrust has repeatedly stated that "*the current arrangement is that HealthTrust is responsible for losses*". However, this does not address **what happens if the pool runs out of the money needed to fulfil that responsibility to pay for losses**. HealthTrust has also stated that should they run out of money, the "current arrangement" is that they would refuse to assess members, thereby choosing instead to liquidate the pool. NHIT has also stated that they have a similar philosophy should they run out of money. The consequences for members of liquidating the pool rather than assessing include:

1. Unpaid liabilities would be the members' responsibility.
    - As explained in the previous section, any remaining unpaid liabilities upon the liquidation of a pool would have to be paid by the members.
2. Coverage for any unexpired coverage periods would cease.
    - For example, if a member has a contract with a pool to provide coverage from 7/1/2025 to 6/30/2026, and the pool becomes insolvent on 9/30/2025, there would be no coverage for the remaining period from 10/1/2025 to 6/30/2026.
3. New coverage will have to be secured.
    - Coverage terms may have already been agreed with unions and must be honored.
    - The liquidation of the pool would reduce the amount of negotiating leverage that each member has, which may result in higher rates.

These consequences of liquidation are worsened by the relatively fixed budgets of subdivisions such as school districts, which make it even harder to unexpectedly have to pay for remaining unpaid liabilities and for potentially more expensive coverage from other sources. In order to prevent these consequences, SB297 would give the pools explicit authority to self-assess members if they can provide actuarial justification. Many states have such laws explicitly allowing assessments by public risk pools, while no states prohibit public risk pools from assessing members. Additionally, section I-B 7 of the Association of Governmental Risk Pools' (AGRiP) standards for the governance of risk pools states that risk pools should have written policies in place for how assessments are to be performed even if the pool has not experienced and does not plan an assessment. Therefore, the explicit permission granted by SB297 for pools to self-asses simply codifies practices that AGRiP's governance standards already recommend.

To provide further protection for members against the consequences of liquidation, if pools choose not to self-assess, then the Secretary of State would have the authority under SB297, at his or her discretion, to require pools to charge an assessment if contingency reserves fall below 4% of annual payments (equivalent to about two weeks of cash reserves). HealthTrust's own actuarial analysis shows that once they are back above the 12% contingency reserve range minimum, the likelihood of their contingency reserves falling below this 4% threshold is **less than** 5% each year.

Even though the likelihood of paying an assessment will be less than 5% each year, the creation of assessment funds was added to SB297 in response to concerns about the ability of members with relatively fixed budgets to pay for such assessments in the unlikely event that they are needed.

Finally, AGRiP addresses the benefits of risk pool assessments in their PR Tool Kit Q&A:

> *Q: I understand that pool members are at risk of facing assessments if the pool doesn't have enough money to pay the claims. Why would I want my town or school to take on this assessment risk?*
>
> *A: Pools adopt funding philosophies that reflect the laws and regulations under which they operate as well as the needs and preferences of their members. This sometimes includes the legal ability to use assessments should funds be inadequate.* ***Pools seldom assess their members, but having this ability ensures that the pool will never become insolvent, and that all claims will fairly and equitably be satisfied – no matter what****...In fact, there is more incidence of insolvency in the commercial insurance industry than among pools [due to the ability of pools to assess].*

Purpose of SB297

There are currently no safeguards in place in New Hampshire in terms of minimum contingency reserve requirements for risk pools. SB297 addresses this issue by allowing pools to self-assess and, if necessary, enabling the Secretary of State to impose assessments when reserves fall below 4% of annual payments. These measures aim to prevent insolvencies.

The purpose of the contingency reserve range in SB297 is to 1) encourage pools to charge actuarially recommended contributions and 2) require pools to replenish reserves within a reasonable timeframe.

Encouraging Pools to Charge Actuarially Recommended Contributions

The reserve range contained in SB297 will encourage pools to charge actuarially recommended contributions and to perform actuarial calculations of the impact of coverage and exposure changes. This is because failure to do this will likely result in the contingency reserve falling below the minimum, triggering an automatic contingency reserve replenishment charge during the second year after the shortfall occurs.

HealthTrust's meeting minutes show at least eight different instances in recent years where they intentionally charged less than the actuarially recommended contributions to compete for market share, including instances of intentionally not having their actuary price the impact of coverage changes or exposure changes. For example, in their meeting on September 22, 2020 their actuaries recommended increasing contributions to account for people returning to pre-pandemic levels of medical service utilization as the pandemic ended. HealthTrust ignored this recommendation and suffered significant losses as people did indeed return to pre-pandemic levels of medical service utilization. Another example is that a 2019 study showed the price for higher deductible plans to be too low compared to that of lower deductible plans. HealthTrust ignored this study and did not adjust the rates, causing financial losses for the pool as an increasing number of members migrating to the underpriced higher deductible plans. The impact on HealthTrust's members of these repeated decisions to charge below the actuarially recommended contribution levels include:

- Members are now facing an expected average rate increase of around 40% over 3 years starting in FY2025, **which is more than double the industrywide expected rate increase**, to make up for the prior intentional underfunding.
- The repeated intentional undercharging contributed to the precarious financial position they have been in for the last two years. In early 2023, HealthTrust self-reported to the regulator that they were in significant financial trouble and would end the year with only around 20 days of cash remaining. Since then, they have failed to rebuild their financial position and are on track to end 2025 with only about 15 days of cash remaining.[1]
- HealthTrust is now cutting the health coverage it provides, including for Wegovy and other weight loss drugs, retiree medical, the Smart Shopper program, and limiting deductible funding by employers. If HealthTrust charged the contribution levels required to fund these coverages (and reflected the impact of deductible funding in contributions), and accepted any loss of market share that resulted from charging those required contribution levels, then those coverages would not have to be cut. Reducing their extremely high level of administrative expenses would also reduce the need to cut coverages.

NHIT has been relying on an underwriter to calculate contributions and has not been basing those contributions on actuarial analysis. When they have had an actuary evaluate the need to record a "premium deficiency reserve" on their financial statements, the actuary has consistently found their contributions to be materially less than needed. The net result of the years of such insufficient contributions is that NHIT had no contingency reserves remaining as of December 31, 2024 and their **liabilities were greater than their assets**. NHIT claimed in their most recent letter to senators that their current financial position is due to the COVID-19 pandemic. However, the failure to base contributions on actuarial analysis pre-dated the pandemic and the dangerously low contingency reserve level of about 4% they have had in the two full post-pandemic years is at the same level as prior to the pandemic in 2017 and 2018 as shown on page 7. Additionally, the recent drop to below zero contingency reserves cannot be attributed to the pandemic.

Replenishing Reserves Within a Reasonable Timeframe

In their August 10, 2023 meeting, HealthTrust's actuary "*strongly recommended*" rebuilding their contingency reserves over **two years**. However, HealthTrust ignored this strong recommendation and chose a **three-year** rebuild period instead, which they subsequently reset at their meeting on September 19, 2024, to push the total rebuild period to **four years**. Should they continue their policy of limiting the capital risk charge to not more than about 5%, the rebuild period will be extended even further to at least **five years**, as their net income since the September 19, 2024 meeting has been significantly lower than expected. The choice to not implement the two-year rebuilding period that was strongly recommended by their actuary has contributed to their current precarious financial position.

In 2023, NHIT performed actuarial analyses of the amount of contingency reserve needed. The analysis showed a contingency reserve of at least 13% is needed to keep the likelihood of insolvency below 5%, and a contingency reserve of at least 18.6% is needed to keep the likelihood of insolvency below 1%. However, NHIT's actual contingency reserve has remained below 5% and has been falling for the last three years. It is now below zero. Therefore, they have not taken any effective steps in the last two to three years to replenish contingency reserves to the amount recommended by their actuarial analysis.

SB297 will require risk pools to add a replenishment charge to attempt to build contingency reserves back up to 12% of contributions should they fall below that threshold at the end of a fiscal year. The collection period for this charge ends two fiscal years after a pool falls below the threshold, which is similar to the two-year replenishment period that was strongly recommended by HealthTrust's actuaries.

Regulation of Risk Pools vs Insurance Companies

HealthTrust's press release on March 13, 2025 claims that the provisions of SB297 "*are not based on commonly accepted, actuarially sound standards (such as those used by the NH Department of Insurance)*". However, the actuarial standards used by the NH Department of Insurance are for the regulation of commercial insurers; the department has not developed standards for the regulation of public risk pools. **AGRiP states that:**

"***Any approach to regulation must understand that pools are fundamentally different from commercial insurers in purpose, core values and operations***." and that "*Pools [should] strive to ensure that regulators understand basic differences between pools and insurers – **so each is regulated appropriately***."

Two actuarial consulting firms and five accredited actuaries were engaged to consult on the provisions of the bill. The provisions of the bill also draw extensively on actuarial analyses performed by HealthTrust and NHIT as shown by, but not limited to, the references to those analyses made throughout this document.[2] Other than their incorrect reference to the NH Department of Insurance which has not created standards for regulating RSA 5-B risk pools, HealthTrust has not explained what "*commonly accepted, actuarially sound standards*" SB297 allegedly fails to adhere to. As explained in the previous section, both HealthTrust and NHIT have consistently chosen not to charge actuarially recommended contributions and contingency reserve replenishments, which has driven the need for SB297.

Financial Impact of SB297 on Risk Pool Members

SB297 includes provisions for the creation of healthcare stabilization funds that are held and managed separately by each member of a pooled risk management program. The funds can be used to pay for assessments and other costs related to healthcare or health benefits. As stated above, once a pool is back in the contingency reserve range, the likelihood of an assessment is less than 5% per year. Surplus distributions can be put into the funds and there is no limit to the maximum amount that can be held in the funds.

These funds can cushion members against the impact of large rate increases, and can help pay for better coverage. For example, if HealthTrust members had kept the surplus distributions they received after 2020 and 2021 (equaling a total of $57M) in health care stabilization funds, then those amounts could then have been used to help offset the impact of the 15.3% average rate increase in 2025. Similarly, if NHIT members had kept the $6.8M in total distributions they received after 2019, 2020, and 2021 in health care stabilization funds, those amounts would then be available to help pay for any contingency reserves replenishments later required by the pool. Surplus distribution amounts held in assessment funds could also have been used by HealthTrust's members to help support HealthTrust charging the higher contribution amounts needed to keep providing the benefits that have been cut as listed on page 4.

The health care stabilization funds increase the amount of control political subdivisions have of their own money. The funds act as additional contingency reserves for the pools that can be drawn upon in the unlikely event that assessments are needed but are controlled and held by the members rather than by the pools. This is significantly better for the members since members keep the health care stabilization funds if they leave the pool. Currently, members cannot take any of the pool's contingency reserve when they leave, even though they contributed for years to those contingency reserves. Therefore, having a portion of the pool's contingency reserves held by members in healthcare stabilization funds is significantly fairer on members who leave.

For HealthTrust, the table on page shows that even with the creation of the health care stabilization funds which members must build at a rate of at least 1% of contributions per year until 4% is reached, members are still expected to pay lower contributions because of SB297. This is because the maximum contingency reserve level in SB297 is lower than the new target contingency reserve level that HealthTrust's board selected at their October 8, 2024 meeting. If the contingency reserve range maximum is 16% then the expected net impact is to reduce

contributions by 1.1% per year from FY2027 to FY2030; if HealthTrust applies for and is granted a higher maximum of 18% then the expected net impact is to reduce contributions by 0.6% per year. These projections assume claims experience over the next several is close to the level projected by HealthTrust. Given that HealthTrust is expected to only have around 15 days of cash remaining at the end of the year, if claims experience is significantly worse than the projected level, then the assessment provisions of SB297 will help to prevent insolvency and protect members from the consequences discussed on page 2.

Sincerely,

Hua Li, ASA, FCAS, MAAA
Complete Actuarial Solutions Company (CASCO)

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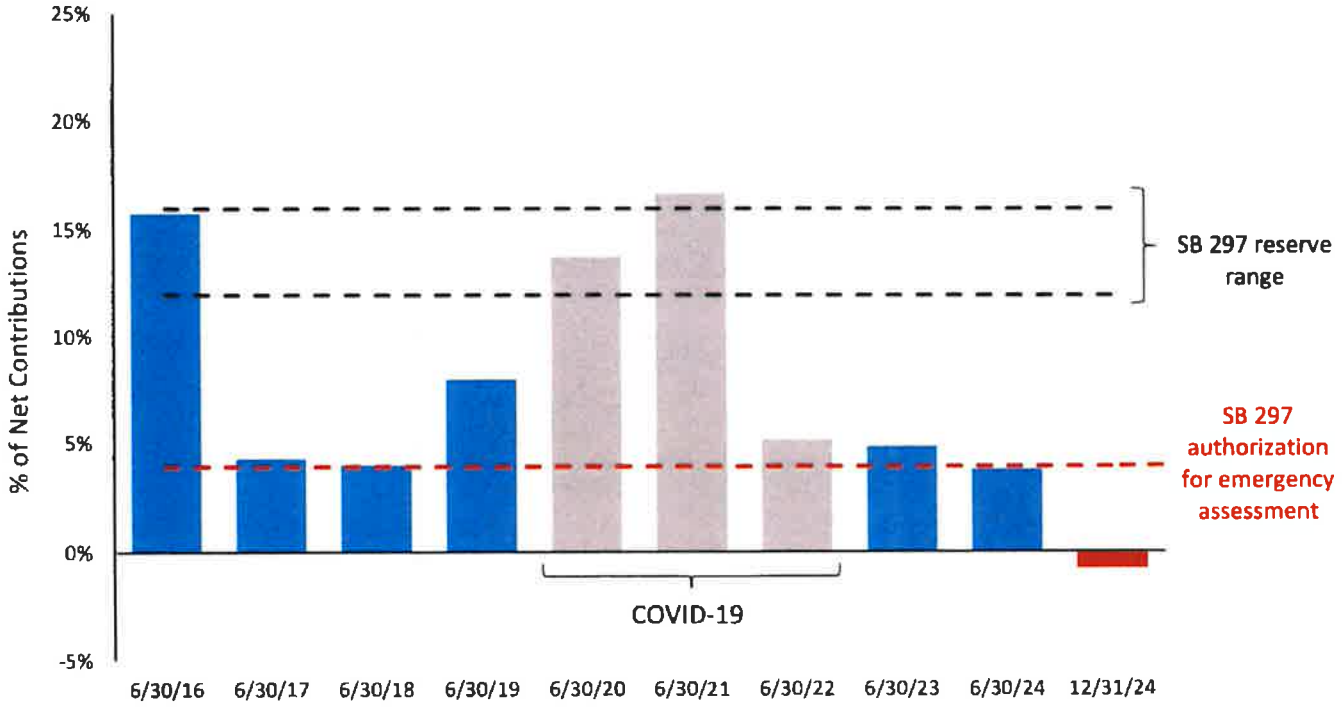
1. For each of the last two years, HealthTrust's average monthly claim costs during the last four months of the year were 9%-14% higher than for the first eight months of the year. If a 9% difference is assumed for FY2025, then they would end the year with approximately $21.2M in contingency reserves, which would correspond to around 15 days of operating cash.

2. Amongst the actuarial analyses presented by all the risk pools, the one calculation that was clearly not relevant when determining the provisions for SB297 was the calculation by Milliman that HealthTrust needs $95M in contingency reserves to have no more than a 5% likelihood of insolvency over 5 years. The primary reason why this calculation is **cannot be compared to the contingency reserve range specified by SB297** is that the calculation does not take into account the impact of the key provisions of the bill such as the mandatory contingency reserve replenishment charge that is added when contingency reserves fall below 12%, the ability for pools to self-assess when actuarially justified, and the authority for the regulator to require assessments if contingency reserves fall below 4% of annual payments. Those provisions significantly reduce the likelihood of insolvency over a 5-year period meaning that if such provisions were considered in the calculation then the indicated amount of needed contingency reserve would be much lower. Additionally, the calculation assumes that HealthTrust cannot raise rates by more than 5% above the long-term average trend. This assumption was clearly disproved when HealthTrust raised rates by an average of 15.3% last year, which is much more than 5% above the long-term average trend. Without this assumption, the indicated amount of contingency reserve needed would again be much lower.

NHIT Contingency Reserve
(Health Coverage)



Note: Years highlighted in gray were impacted by COVID-19. Health programs saw reduced utilization early during the pandemic, which contributed to lower claim costs, followed by a recovery in utilization toward the end of the pandemic, contributing to higher claim costs.

Projected Impact of SB297 on Funding for HealthTrust Members

	Projected impact of SB297 [1]				Average annual net impact
	FY2027	FY2028	FY2029	FY2030	FY2027-FY2023
Assuming contingency reserve range of 12% to 16%					
Projected impact on contributions to HealthTrust	No impact	2.9% lower [2]	5.3% lower [3]	No impact	
Expected contributions to health care stabilization fund [4]	1%	1%	1%	1%	
Net impact on funding	**1% higher**	**1.9% lower**	**4.3% lower**	**1% higher**	**1.1% lower**
Assuming contingency reserve range of 12% to 18%					
Projected impact on contributions to HealthTrust	No impact	0.9% lower [2]	5.3% lower [3]	No impact	
Expected contributions to health care stabilization fund [4]	1%	1%	1%	1%	
Net impact on funding	**1% higher**	**0.1% higher**	**4.3% lower**	**1% higher**	**0.6% lower**

1. FY2027 is the first year shown because it is the first year where contributions to the Expected contributions to health care stabilization fund are required. Contingency reserves at 6/30/2025 are assumed to be $21.2M as explained in the footnote on the previous page. Net income in FY2026 is assumed to equal the 5.3% capital risk charge less the $4M per year depletion in contingency reserves that HealthTrust expect to realize as a result of adding reinsurance without letting their actuaries reflect the reinsurance cost in the contributions. Net income in FY2027 and FY2028 (before surplus returns) is assumed to equal the 5.3% capital risk charge.

2. HealthTrust already charges a 5.3% annual replenishment charge referred to as the "Capital Risk Charge". The projected contingency reserve at the end of FY2026 is 8.3% and the projected replenishment charge required in FY2028 due to the proposed 12% minimum is 3.7% (=12%-8.3%). Since this amount is less than the 5.3% annual replenishment charge that HealthTrust has already planned, the proposed minimum contingency reserve is projected to have no impact on their contributions during FY2028. At the end of FY2028 the projected contingency reserve would be 18.9% of contributions. If the maximum contingency reserve is 16% then that would result in a 2.9% surplus return; if the maximum contingency reserve is 18% then that would result in a 0.9% surplus return.

3. HealthTrust's new contingency reserve target that was selected by their board on October 8, 2024 is about 25% of contributions. Their projected contingency reserve at the end of FY2026 is 8.3% of contributions, meaning that the capital risk charge of 5.3% is expected to be charged through at least FY2029 . In comparison, the maximum contingency reserve under SB297 is lower 16% or 18%, and the contingency reserve is projected to reach 18.9% by the end of FY2028, so the 5.3% capital risk charge would no longer be needed in FY2029.

4. For illustrative purposes, this assumed surplus returns are not into the Expected contributions to health care stabilization funds. If surplus returns are not into the Expected contributions to health care stabilization funds then the amounts in this row would be lower. Once the Expected contributions to health care stabilization fund in built up above 4%, further contributions are not required but can still be made.

SB297 (as Amended by 2025-0894s) Fact Sheet

Comments from the Secretary of State in Red (SB297_Fact_Sheet.pdf)

Member Group Impacts:

1. You are ultimately responsible for losses.
    a. **Effective upon passage:**
    b. You **must** agree in writing that you (as a Member Group) are ultimately responsible for any potential losses incurred while participating in an NH RSA 5-B risk pool, such as HealthTrust.
    Member Groups have always borne the ultimate responsibility for losses in the event of the insolvency of a risk pool. This very fact is why SB297 is being introduced to prevent insolvencies. This is explained in the attached letter dated March 19, 2025.
    c. You **must** acknowledge that HealthTrust coverage is not insurance, does not function like an insurance company, and is not an insurer.
    This is acknowledging a true statement as explained in the attached letter.
    d. HealthTrust **must** collect funds from Members (through assessments or replenishments) in the event of losses that cause HealthTrust reserves to fall below the minimum reserve requirements or insolvency.
    This is true regarding replenishments. HealthTrust already collects a 5.3% replenishment (called the "capital risk charge"). Because of this, the last page of the attached letter shows that SB297 is expected to result in lower overall contributions for HealthTrust members from FY2027 to FY2030, if claims experience is close to the amount expected by HealthTrust. For assessments, this collection is at the discretion of the Secretary of State.
    e. If you terminate coverage, you remain responsible for losses that occurred during the prior year.
    Currently, HealthTrust members have an incentive to exit the pool after the pool has adverse claims experience since they would then not have to pay for the replenishment for that adverse experience (such as the 5.3% capital risk charge than HealthTrust already charges). The new provision described in 3.a.iii targets fairness by ensuring that Member Groups who pay assessments or replenishments are only those who participated in the fiscal years for which assessments or replenishments are based on. It also reduces the incentive for members to leave in order to avoid paying replenishments.

f. This policy change stands in stark contrast to the current arrangement. Today, HealthTrust (a non-profit New Hampshire corporation) would be the responsible entity. This shifts the ultimate liability to each Member Group.
This is untrue as explained in the attached letter.

2. You will need to create a reserve.
   a. **Effective upon the next setting of fiscal year budgets following passage.**
   b. In order to participate in an RSA 5-B health risk pool, you **must** create a non-lapsing reserve account held by you as a Member Group.
   The amendment enhances local control of their own money by including a "health care stabilization fund" in response to concerns that Member Groups are not prepared for unpredictable expenditures such as assessments, as described by the NHMA in the copy of SB297 published by HealthTrust. The likelihood of an assessment is less than 5% per year once pools are back within the contingency reserve range. ***These funds increase the amount of control political subdivisions have of their own money, can cushion members against the impact of large rate increases, and can help pay for better coverage*** *as explained in the attached letter.*
   c. This reserve will be utilized to fund assessments for which you may be responsible.
   See comment above regarding the uses of the funds.
   d. You **must** fund an amount equivalent to at least 1% of your health coverage contributions each year, until the reserve account is funded to a total of 4% of contributions.
   This begins in FY2027 to allow time to adjust budgets. The last page of the attached letter shows that SB297 is expected to result in lower overall contributions for HealthTrust members even after factoring in the building of health care stabilization funds, if claims experience is close to the amount expected by HealthTrust.
   e. If you utilize these reserves, you **must** rebuild the fund at a rate of at least 1% the following year, until the 4% funding has been achieved.
   f. You may **not** participate in a RSA 5-B risk pool for health coverage without having this reserve account in place.
   g. In the years where there are returns of surplus from HealthTrust, they may be deposited into this reserve account.
3. You **must** pay replenishments and/or assessments when needed. You, as the Member Groups, would utilize the funds created in Section 2 above to pay these costs.

a. **Replenishments:**
    i. **Effective as of closure of HealthTrust Fiscal Year 2026 (for renewals starting January 1, 2027 and July 1, 2027)**
    ii. If HealthTrust reserves fall below 12% of member group contributions in a fiscal year, HealthTrust **must** include a contingency reserve replenishment amount in the next rating cycle (i.e., FY2028 in the first year) that mandates a recovery to at least that 12% level.
    HealthTrust is currently including a "Capital Adequacy Charge" of 5.3% of contributions, which serves the same purpose as the proposed contingency reserve replenishment.
    iii. This replenishment amount will be due from Groups who participated in the fiscal year for which the replenishment is calculated, even if they have terminated membership.
    Please see point 1.e above for the explanation of why this is necessary.

b. Assessments:
    i. **Effective upon passage.**
    ii. If HealthTrust reserves fall below 8% of annual paid claims, HealthTrust **must** notify you of a potential required assessment if reserves fall below 4% of annual paid claims.
    iii. If HealthTrust reserves fall below 4% of annual paid claims, you **must** pay an assessment **within 30 days** to satisfy the amount of the deficiency.
    This is inaccurate. This assessment would be at the discretion of the Secretary of State.
    iv. Evaluation occurs at the end of each fiscal month.
    v. Calculated on a pro-rata basis based on contribution amounts.

HealthTrust Reserves:

1. HealthTrust contingency reserves (Capital Adequacy Reserves) **must** be between 12% and 16% of Member Group contributions for the current fiscal year.
    a. The upper limit may be temporarily increased to 18% if we apply for, and are granted, an exception.
    This is inaccurate. Risk pools can apply for this exception each year, meaning the 16% limit can be increased to 18% repeatedly if a risk pool can provide adequate justification each year for renewing the exception.

b. The bill states that the contingency reserve rate ranges will be reviewed by July 1, 2027 and every 4 years thereafter. No actuarially sound standards have been identified as the basis for this review such as those used by the New Hampshire Insurance Department.

The 4-year review entails holding a hearing with all pooled risk management programs and any affected party to "receive input and data regarding the contingency reserve rate ranges." The purpose of this review is for ***the risk pools*** *and their actuaries to provide the information to support any proposals they have regarding the ranges. Regarding the New Hampshire Insurance Department, the attached letter explains that they have standards for the regulation of commercial insurers but have not created any standards for the regulation of public risk pools.* ***AGRiP states that: "Any approach to regulation must understand that pools are fundamentally different from commercial insurers in purpose, core values and operations."***

c. As written, the upper limit is less than the minimum reserve level ($95 million, which is 20% of contributions for the current fiscal year) that our actuaries have determined is necessary in order to have only a 5% chance of reserves being depleted within 5 years.

This calculation of $95M in needed contingency reserves ***cannot be compared to, and is not relevant to, the upper limit of the range specified by SB297****. This is because the calculation does not take into account the impact of the key provisions of the bill such as the mandatory contingency reserve replenishment charge that is added when contingency reserves fall below 12%, the ability for pools to self-assess when actuarially justified, and the authority for the regulator to require assessments if contingency reserves fall below 4% of annual payments. Those provisions significantly reduce the likelihood of insolvency over a 5-year period meaning that if such provisions were considered in the calculation then the indicated amount of needed contingency reserve would be much lower. Other reasons why the $95M calculation is not relevant or reasonable are discussed in the attached letter. Finally, the attached letter explains how the healthcare stabilization fund of at least 4% is an additional contingency reserve that is held by the members. When this is added to the 16% (or 18%) maximum amount held by the pool, that equates to a total of* ***20% (or 22%)*** *in total contingency reserves. This exceeds the $95M amount (which equals 19.5% of FY2024 contributions) even if that amount was relevant or reasonable.*

d. As of the end of FY2024, HealthTrust is at a contingency reserve level equivalent to 7% of contributions and is in the midst of a Board-approved, actuarially-modeled plan to rebuild reserves over a period of three rating cycles. This would halt that rebuild effort at the 16% allowable limit and thereby prevent HealthTrust from accumulating the level of reserves that has been actuarially determined appropriate.
See previous point and the attached letter for why the $95M is has not been actuarially determined to be appropriate for the upper limit used in SB297.

e. **If HealthTrust becomes financially impaired, Groups will be responsible to replenish HealthTrust reserves through prescribed replenishments and/or assessments detailed above.**

Upon releasing this fact sheet, HealthTrust summarized the impacts by saying the following:

In short, these regulatory changes by the State of New Hampshire will negatively impact your city, town, county, or school district by:

- Shifting the ultimate financial liability for losses to you, the Member Groups of HealthTrust;

  As discussed above and in the attached letter, it is precisely because the ultimate liability has always remained with each Member Group in the event of insolvency that SB297 is being introduced to protect members by preventing insolvencies.

- Requiring Member Groups to establish reserve accounts used to pay for assessments and replenishments, and;

- Requiring Member Groups to accept changes for a new process and structure that are not based on commonly accepted, actuarially sound standards (such as those used by the NH Department of Insurance).

  See previous points and the attached letter explaining that the NH Department of Insurance has not created any standards for the regulation of public risk pools. Two actuarial consulting firms and five accredited actuaries were engaged to consult on the provisions of the bill. The provisions of the bill also draw extensively on actuarial analyses performed by HealthTrust and NHIT as shown by, but not limited to, the references to those analyses made throughout the attached letter. Other than their incorrect reference to the NH Department of Insurance which has not created standards for regulating RSA 5-B risk pools, HealthTrust has not explained what "commonly accepted, actuarially sound standards" SB297 allegedly fails to adhere

to. As explained in the attached letter, both HealthTrust and NHIT have consistently chosen not to charge actuarially recommended contributions and contingency reserve replenishments, which has driven the need for SB297.

2024 Version

PELHAM SCHOOL DISTRICT POLICY
ACAC – TITLE IX PROHIBITION OF SEX DISCRIMINATION AND SEX-BASED HARASSMENT: POLICY AND GRIEVANCE PROCEUDRE

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

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

I. TITLE IX "NONDISCRIMINATION POLICY"

The Pelham School District does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX and its regulations, including in admissions/enrollment, or in employment.

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

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

A. Introduction and General Purpose

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

Title IX and various other state and federal statutes prohibit discrimination on the basis of sex. Title IX obligates all recipients to comply with Title IX and the Department's Title IX regulations, with some limited exceptions set out in the statute and regulations. When "Title IX" is referenced in this policy, the term refers to Title IX and the regulations. Accordingly, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any academic, co-curricular, extra-curricular, research, occupational training, or other education program or activity operated by the District. Sex-based harassment is a form of sex discrimination and is likewise prohibited.

If the District has knowledge of conduct that reasonably may constitute sex discrimination in its education program or activity, it must respond promptly and effectively. Conduct that occurs under the District's education program or activity includes conduct that is subject to the

District's disciplinary authority. As part of the general prohibition on sex discrimination, the District has an obligation to address sex-based harassment, including such conduct that creates a hostile environment under its education program or activity.

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

The District's Title IX Notice of Nondiscrimination may be found in Board policy AC and on the District's website at *https://www.pelhamsd.org/Policies.aspx. A*dditional information regarding District nondiscrimination policies, statements, and procedures can also be found in Policy AC. By locating all nondiscrimination resources in one place, the District intends to clearly communicate the protections and resources to which individuals are legally entitled.

C. **Application of This Policy**

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

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

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

D. **Definitions**

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

"Complainant" is an individual who is alleged to be the victim of conduct that could constitute sex discrimination, whether or not that person files a report or Complaint. This person must be a District student or employee, or a person who was participating or attempting

to participate in District education programs or activities at the time of the alleged sex discrimination. A parent, legal guardian or other person legally authorized to act on behalf of a complainant may also be a complainant. See Section III.B for persons eligible to make a Complaint.

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

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

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

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

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

"Determination of Responsibility" is the formal finding by the decisionmaker on each allegation of sex discrimination or sex-based harassment contained in a Complaint that the respondent did or did not engage in conduct constituting sex discrimination or sex-based harassment under Title IX.

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

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

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

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

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

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

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

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

- ***NOTE:*** *Even when conduct might meet the criteria of one or more of the definitions, it would not be sex-based harassment under Title IX if (1) the conduct occurred outside the United States or (2) the District did not have disciplinary authority over the conduct. However, the District would nonetheless have an obligation to address a sex-based hostile environment under its education program or activity. Additionally, if the conduct occurred outside of the United States in the context of a District sponsored activity, such conduct would be subject to the applicable Code of Conduct, handbook, or activity rules/agreement.*

1. "Quid pro quo" - A School District employee, agent, or other person authorized by the District to provide an aid, benefit, or service under the District's education program or activity conditioning an aid, benefit, or service of an education program or activity on an individual's participation or refusal to participate in sexual conduct irrespective of whether the conduct is welcomed by the student or other employee;

2. Specific Offenses - Sexual assault, dating violence, domestic violence, or stalking as defined in state or federal law. Under Title IX, these specific defenses are defined as follows:

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

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

i. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

ii. 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 frequency of interaction between the persons involved in the relationship;

3. The type of relationship; and

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

i. Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of New Hampshire or a person similarly situated to a spouse of the victim;

ii. Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;

iii. Shares a child in common with the victim; or

iv. 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:

i. Fear for the person's safety or the safety of others; or

ii. Suffer substantial emotional distress.

OR

3. Hostile Environment - Unwelcome sex-based conduct that, based on the totality of the circumstances (including, but not limited to, the ages and disability statuses of the harasser and victim and the number of individuals involved and their authority), is

- subjectively **AND** objectively offensive, **AND**
- is so severe **OR** pervasive
- that it limits or denies a person's ability to participate in or benefit from the District's education program or activity;

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

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.

Behaviors that constitute sex-based harassment may include, but are not limited to:

NOTE: *Incidents of the conduct below would still need to satisfy the criteria in one or more of paragraphs 1-3 of this definition. Behavior that does not meet the Title IX definition of sex-based harassment or sex discrimination may still violate other District policies.gender*

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

Sex-based harassment may be directed against a particular person or persons, or a group, whether of the opposite sex or the same sex.

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

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

"Supportive Measures" are free, non-disciplinary, non-punitive, individualized services and shall be offered at no cost to the complainant, and may be offered - also at no cost - to the respondent, as appropriate as described in Sections II.I.1.b and II.I.1.c, below, including, e.g.,

during the Grievance Procedure (Section III) and the informal resolution process (Section II.J). These measures may include, but are not limited to, the following:

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

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

E. **Title IX Coordinator**

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

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

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

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

F. **Implementation**

The Superintendent shall have overall responsibility for implementing this Policy and shall annually appoint a District Title IX Coordinator as that position is described in Section II.E, above. The name and contact information for the Title IX Coordinator is set forth in

Board Policy AC-R, which policy shall be updated and disseminated annually with the Title IX Coordinator's name as required under Board policy AC. The Title IX notice of nondiscrimination is located at *[https://www.pelhamsd.org/SectionA-FoundationsandBasicCommitments.aspx]*.

G. **Making a Report of Sex Discrimination Including Sex-Based Harassment**

NOTE: *A report alone does not begin the District's Title IX Grievance Procedure. That Procedure is only begun upon the making of a Complaint as described in Section III.A, below.*

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

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

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

H. **Staff Obligations to Report**

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

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

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

2. Pregnancy and Related Conditions. For information regarding protections available to pregnant students, see policy IHBCA. When a student, or a person who has a legal right to act on behalf of the student, informs any employee of the student's pregnancy or related conditions, unless the employee reasonably believes that the Title IX Coordinator has been notified, the employee must promptly provide the student or other person with the Title IX Coordinator's contact information and inform the student or other person that the Title IX Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to the District's education program or activity.

3. Confidential Employees. Any person employed by the District in a position for which communications to that person in the performance of their duties would be eligible for an evidentiary privilege (e.g., physicians, psychologists) is not required to report to the Title IX Coordinator information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies. However, upon receiving information of conduct that reasonably may constitute sex discrimination, a confidential employee must specifically advise the reporter:

   a. The employee's status as confidential for purposes of this part, including the circumstances in which the employee is not required to notify the Title IX Coordinator about conduct that reasonably may constitute sex discrimination;

   b. How to contact the District's Title IX Coordinator and how to make a Complaint of sex discrimination; and

   c. That the Title IX Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the Grievance Procedures.

I. **District Response to Information, Report, or Complaint of Sex Discrimination and Sex-Based Harassment**

The District must respond promptly and effectively when it receives a report, a Complaint, or otherwise has knowledge, of conduct that reasonably may constitute sex discrimination in its education program or activity. The District shall take the actions and apply the other measures as described in this policy and 34 CFR 106.44, and, if a Complaint is made, the District's Grievance Procedure (Section III, below) and 34 CFR 106.45.

1. Title IX Coordinator Duties Upon Receiving Any Report, Complaint, or Other Information of Sex Discrimination. Upon receiving any report, Complaint, or other information of conduct that reasonably may constitute sex discrimination/sex-based harassment, the Title IX Coordinator shall assess the information received for a determination as to whether the alleged conduct could constitute sex discrimination under Title IX. With all such reports or Complaints of sex discrimination, the District shall:

   a. Treat the complainant and respondent equitably;

   b. Offer and coordinate appropriate free and confidential supportive measures as described in 34 CFR 106.44(g) and generally in the Definitions Section II.D of this policy:

   i. to the complainant; and

ii. to the respondent in the event that either a Complaint has been made initiating the Grievance Procedure, or an informal resolution has been offered to the respondent.

c. Coordination of supportive measures shall include the opportunity for the complainant, and if applicable, the respondent, to seek review and modification of such measures under 34 CFR 106.44(g)(4);

d. If a Complaint is made, notify the respondent of the District's Grievance Procedure, and the informal resolution process if available and appropriate (see Section II.J);

e. In response to a Complaint, initiate the Grievance Procedure or the informal resolution process if available and appropriate (see Section II.J).

2. Title IX Coordinator's Duties When No Complaint Is Made or Is Withdrawn. If the Title IX Coordinator has received a report of sex discrimination but no Complaint is made or – having been made – any or all of the allegations are withdrawn, and there is no informal resolution process underway, then the Title IX Coordinator shall determine whether to initiate a Title IX Coordinator Complaint of sex discrimination. In making that determination, the Title IX Coordinator shall consider, at a minimum, the following factors, as enumerated in 34 CFR 106.44(f)(1)(v)(A):

a. The complainant's request not to proceed with initiation of a Complaint;

b. The complainant's reasonable safety concerns regarding initiation of a Complaint;

c. The risk that additional acts of sex discrimination would occur if a Complaint is not initiated;

d. The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;

e. The age and relationship of the parties, including whether the respondent is an employee of the District;

f. The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;

g. The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and

h. Whether the District could end the alleged sex discrimination and prevent its recurrence without initiating its Grievance Procedure under § 106.45.

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

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

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

J. **Informal Resolution**

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

1. When offering informal resolution, the District must Provide notice to the parties disclosing:

   a. The allegations;

   b. The requirements of the informal resolution process;

   c. That at any time prior to agreeing to an informal final resolution, any party has the right to withdraw from the informal resolution process and resume or initiate the Grievance Procedure;

   d. That the parties' agreement to a resolution at the conclusion of the informal resolution process would preclude the parties from initiating or resuming grievance procedures arising from the same allegations;

   e. The potential terms that may be requested or offered in an informal resolution agreement, including notice that an informal resolution agreement is binding only on the parties; and

   f. What information the District will maintain and whether and how the District could disclose such information for use if the Grievance Procedure is initiated or resumed.

2. Participation in the informal resolution process requires the voluntary written consent of both the complainant and the respondent.

3. The facilitator for the informal resolution process must not be the same person as the investigator or the decisionmaker in the District's grievance procedures, and may not have a conflict of interest or bias relative to either the complainant or respondent, and must have received the training described in Section II.T.2. Any person designated by the District to facilitate an informal resolution process must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Any person facilitating informal resolution must receive training under § 106.8(d)(3).

4. Potential terms that may be included in an informal resolution agreement include but are not limited to:

a. Restrictions on contact; and

b. Restrictions on the respondent's participation in one or more of the District's programs or activities or attendance at specific events, including restrictions the District could have imposed as remedies or disciplinary sanctions had the District determined at the conclusion of the District's grievance procedures that sex discrimination occurred.

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

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

K. **Permitted Emergency Removals Upon Complaint of Sex Discrimination.**
In consultation with the Title IX Coordinator, District administrators may remove a respondent from the District's education program or activity on an emergency basis at any time after receiving a report of sex discrimination – including sex-based harassment, provided that the District undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of a complainant or any students, employees, or other persons arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision must not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504, or the Americans with Disabilities Act.

L. **Administrative Leave.** Nothing in this policy precludes the Superintendent, with or without consulting the Title IX Coordinator, from placing an employee on administrative leave pursuant to RSA 189:31.

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

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

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

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

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

R. **Confidentiality and Privacy**

1. Exceptions to Non-Disclosure - The District must not disclose personally identifiable information obtained in the course of complying with Title IX, except in the following circumstances:

   a. To the extent such disclosures are not otherwise in conflict with Title IX, when required by State or local law or when permitted under FERPA.

   b. As required by Federal law, Federal regulations, or the terms and conditions of a Federal award, including a grant award or other funding agreement; or

   c. To carry out the purposes of Title IX, including action taken to address conduct that reasonably may constitute sex discrimination under Title IX in the District's education program or activity;

   d. When the information is disclosed to a parent, guardian, or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue;

   e. When the District has obtained prior written consent from a person with the legal right to consent to the disclosure;

2. Privacy During Grievance Process - The District will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. Examples of such steps might include statements of non-disclosure, identifying water-marks, redaction with separate witness codes, etc. However, such steps may not restrict the ability of the parties to: obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures.

B. **Conflict of Interest**

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

C. **Training Requirements**

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

1. All employees must be trained on:

   a. The District's grievance procedures.

   b. All applicable notification and information requirements pertaining to pregnant students or students with pregnancy related conditions, as detailed in policy IHBCA, and

   c. The scope of conduct that constitutes sex discrimination under Title IX, including sex-based harassment; and

   d. The District's obligation to address sex discrimination in its education programs and activities;

2. In addition to the foregoing, any investigator, decisionmaker, facilitator of informal resolutions (if any are offered), and any person otherwise responsible for implementing the District's Grievance Procedures or who has the authority to modify or terminate supportive measures, must each receive the corresponding level of advanced training required by Title IX.

3. The Title IX Coordinator and any persons to whom Title IX Coordinator duties are delegated must receive the level of advanced training required by Title IX, and any other training necessary to coordinate the District's compliance with Title IX.

4. The District must make all materials it uses for required Title IX training available upon request for inspection by members of the public. Such materials must be retained as required under Section II.U, below.

5. Other than the Title IX Coordinator, who must be a District employee, the District may engage outside parties who have received qualifying training elsewhere for a role under Title IX.

D. **Records and Record Keeping**

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

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

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

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

A. Form of and Making a Complaint

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

B. Persons Eligible to Make a Complaint

1. Complaints of Sex-Based Harassment. A person is entitled to make a Complaint of sex-based harassment (a sub-category of sex discrimination) only if they:

   a. Themselves are alleged to have been subjected to the sex-based harassment,

   b. Have a legal right to act on behalf of the person(s) alleged to have been subjected to the sex-based harassment (i.e., parent, guardian or other authorized legal representative).

   c. Additionally, as described under Section II.I.2, above, the Title IX Coordinator is permitted or required to make a Complaint of sex-based harassment.

2. Complaints of Sex Discrimination Other Than Sex-Based Harassment. A person is entitled to make a Complaint of sex discrimination in the programs or activities of the District other than a Complaint of sex-based harassment if they are:

   a. A student or employee of the District;

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

c. A parent, guardian, or other authorized legal of a person authorized to make a Complaint; or

d. The Title IX Coordinator if permitted or required to make a Complaint under Section II.I.2, above.

C. **Complaints Concerning District Policy or Practice**

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

For a Complaint alleging that an individual engaged in sex discrimination based on actions the individual took in accordance with the District's policy or practice, the District must treat the individual as a respondent and comply with the requirements in this Grievance Procedure that apply to respondents. This is because such Complaints may involve factual questions regarding whether the individual was, in fact, following the District's policy or practice, what actions the individual took, and whether the individual could be subject to disciplinary sanctions depending on these facts. To the extent an individual was following the District's policy or practice, the District has flexibility to determine whether the original Complaint must be amended to be a Complaint against the District itself or whether this determination can be made based on the original Complaint against the individual.

D. **Timeframes**

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

1. Evaluation of the Complaint (i.e., the decision whether to dismiss or investigate a Complaint): 3 days

2. Notices and Investigation: 15 days

3. Evidence organization, summarization by investigator: 5 days

4. Evidence review and responses by parties: 5 days

5. Decisionmaker evidence evaluation and determination: 10 days

6. Appeal of dismissal: 10 days to file;

7. 15 days to conduct the appeal of dismissal;

8. Appeal of determination (merits): same as Level II and Level III of the grievance process under Policy ACA or as stated in Board policy JICD if the sanction recommended is a long-term suspension or expulsion.

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

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

Whether or not the information alleging sex discrimination first came to the attention of the District by way of a Complaint, once the Grievance Procedure is initiated with the filing of a Complaint, the District will continue to perform and adhere to the provisions described in Section II of this policy, including, without limitation, those described in Section II.I. In addition, the District will adhere to the following provisions.

1. Title IX Coordinator, Investigator, and Decisionmaker Functions. The District requires that the Title IX Coordinator, the person assigned to investigate a Complaint, and any decision maker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The Title IX Coordinator may also serve as the investigator and as a decisionmaker. See also Section II.S, above relative to impermissible conflicts of interest.

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

2. Additional Notice After a Complaint is Made. Once a Complaint is made, and the Grievance Procedure initiated, the District, through the Title IX Coordinator will further notify the parties of the following:
   a. If, in the course of an investigation, the District decides to investigate additional allegations of sex discrimination by the respondent toward the complainant that were not included in the notice provided or that are included in a Complaint that is consolidated, the District will notify the parties of the additional allegations.
   b. That the parties are entitled to an equal opportunity to access either an accurate description of the relevant and not otherwise impermissible evidence, or the evidence itself. If the District provides a description of the evidence, the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party.
   c. That retaliation is prohibited; and

d. Sufficient information to the extent available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s);

3. Complaint Consolidation. The District may consolidate Complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances. When more than one complainant or more than one respondent is involved, references below to a party, complainant, or respondent include the plural, as applicable.

4. Investigation of Complaints. The District will provide for adequate, reliable, and impartial investigation of Complaints. The burden is on the District —not the parties — to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred.

5. Consideration of and Access to Evidence. The District presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of the Grievance Procedure.

a. The District will objectively evaluate all evidence that is relevant and not otherwise impermissible including both inculpatory and exculpatory evidence.

b. Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

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

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

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

i. The District will provide an equal opportunity to access either the relevant and not otherwise impermissible evidence, or an accurate description of this evidence. If the District provides a description of the evidence: the District will provide the parties with an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party;

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

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

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

a. Evidence that is protected under a privilege recognized by Federal or State law, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;

b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the District obtains that party's or witness's voluntary, written consent for use in its Grievance Procedure; and

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

7. Duty of Staff, Volunteers, and Third Party Representatives to Participate. Any employee or any other person authorized by the District to provide aid, benefit, or service under the District's education program or activity, including volunteers and representatives of third parties, must, upon request by the Title IX Coordinator, an investigator, or a decisionmaker, participate as a witness in, or otherwise assist with, an investigation or proceeding under this Policy, including the Grievance Procedure. This requirement would not apply to an employee, etc. who is/was personally subjected to the alleged discriminatory conduct as long as no other person within the District's program or activity (including any student) is/was adversely affected by that conduct.

8. Questioning Parties and Witnesses. The grievance decisionmaker, who may also be the investigator, will question parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination. Where the investigator has interviewed a party or witness and the investigator is also serving as the grievance decision maker, credibility evaluation is inherent in the process of conducting the interview. In situations where credibility determinations are required from a grievance decision maker who did not interview a party or witness, the Title IX Coordinator will facilitate an opportunity for the decision maker to conduct an interview as part of the grievance decision maker's process of engaging with the evidence resulting from the investigation.

9. Determination Whether Sex Discrimination Occurred. Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the grievance decision maker will:

a. Use the preponderance of the evidence standard of proof to determine whether sex discrimination occurred.

i. If the decisionmaker is not persuaded by the evidence that sex discrimination occurred, whatever the quantity of the evidence is, the decisionmaker will not determine that sex discrimination occurred.

ii. The standard of proof requires the decisionmaker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness.

b. Notify the parties in writing of the determination whether sex discrimination occurred under Title IX, including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal as provided in Section III.E.13, below.

c. Identify recommended discipline for the respondent for sex discrimination prohibited by Title IX under the District's code of conduct.

d. Promptly transmit the grievance record and the determination to the Title IX Coordinator if the Title IX Coordinator did not serve as the decision maker

10. Dismissal of a Complaint.

a. The Title IX Coordinator or decisionmaker may dismiss a Complaint of sex discrimination if:

i. The respondent is unable to be identified even after the District has taken reasonable steps to do so;

ii. The respondent is not participating in the District's education program or activity and is not employed by the District;

iii. The complainant voluntarily withdraws any or all of the allegations in the Complaint, the Title IX Coordinator declines to initiate a Complaint, and the District determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the Complaint, if any, would not constitute sex discrimination under Title IX even if proven; or

iv. The Title IX Coordinator or the decisionmaker determines the conduct alleged in the Complaint, even if proven, would not constitute sex discrimination under Title IX.

b. Before dismissing the Complaint, the District through the Title IX Coordinator will make reasonable efforts to clarify the allegations with the complainant.

c. Upon dismissal, the Title IX Coordinator will promptly notify the complainant of the basis for the dismissal, and that the complainant may appeal the dismissal, and the grounds upon which the dismissal may be appealed. If the dismissal occurs after the respondent has been notified of the allegations, then the respondent will also be notified of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing.

d. When a Complaint is dismissed, the District will, at a minimum:

i. Offer supportive measures to the complainant as appropriate;

ii. If the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and

iii. Take other prompt and effective steps, as appropriate, through the Title IX Coordinator to ensure that sex discrimination does not occur, continue, or recur within the District's education program or activity.

e. Dismissal on these grounds does not prevent the application of any other District policy that applies to the alleged conduct or referral of the alleged conduct to appropriate administrators.

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

12. Remedies and Sanctions for Sex Discrimination Other than Sex-Based Harassment. If the Decisionmaker makes a determination that sex discrimination occurred, the Title IX Coordinator will, as appropriate:

a. Coordinate the provision and implementation of remedies (as described in Section II.M, above) to a complainant and other people the District identifies as having had equality in access to the District's education program or activity limited or denied by sex discrimination;

b. Coordinate the imposition of any disciplinary sanctions on a respondent, including:

i. Notification of the complainant of any such disciplinary sanctions; and

ii. Taking other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the District's education program or activity.

iii. Compliance with the Grievance Procedure before the imposition of any disciplinary sanctions against a respondent; and

iv. Not disciplining a party, witness, or others participating in the Grievance Procedure for making a false statement or for engaging in consensual sexual conduct based solely on the determination that sex discrimination occurred.

If the respondent is a student, disciplinary sanctions and/or interventions may be found in the District's *student handbook*. See also Board policy JIC.

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

The Title IX Coordinator will provide the appropriate administrator with the findings and

determinations arising from the grievance procedures for purposes of implementing disciplinary sanctions upon a respondent for violating the prohibition on sex discrimination.

13. Appeals.

a. *Appeal of Determination Whether Sex Discrimination Occurred (Merits Appeals)* – An appeal as to whether sex discrimination occurred, i.e. a "merits appeal" (as opposed to an appeal of a dismissal, discussed below), must be filed as provided in Section III.D.8, above, and in accordance with the procedures specified in policy ACA. All persons serving as decision maker in appeals arising from the Title IX grievance process are subject to applicable training requirements located in Section II.T. Appropriate supportive measures managed by the Title IX Coordinator will continue during all appeals.

i. Student Respondents Generally. For student respondents generally, a determination of whether sex discrimination occurred will be appealable by either the complainant or the respondent, or both, using the procedures for Level II and Level III grievances under policy ACA. If the determination that sex discrimination occurred is affirmed, reversed, or modified on appeal, the appeal decision will be promptly reported to the Title IX Coordinator to modify the District's response actions as and if appropriate.

ii. Student Respondents Facing Long Term Suspension or Expulsion. Whether or not a student respondent who has been determined by the Grievance Procedure to have violated the prohibition against sex discrimination avails themselves of the Level II or Level III appeals under Board policy ACA, if the student respondent found to have violated the prohibition against sex discrimination is facing a long term suspension or expulsion for that violation, they will also be entitled to a hearing before the School Board pursuant to RSA 193:13 and the procedures found in Rule 317.04 (Ed 317.04) of the New Hampshire Department of Education administrative rules. As to such hearing:

1. The predicate issue of whether the student-appellant violated the prohibition on sex discrimination may be raised before the Board as an issue in the appeal or hearing on a disciplinary sanction under Board policy JICD.

2. In addition to such evidence as may be introduced as provided under Ed The evidentiary record of Title IX grievance and the testimony of any witness, including the Title IX Coordinator and any investigator or decisionmaker in the matter, may be taken into evidence and argument to support the determination that the student-appellant violated the prohibition on sex discrimination, and for any other relevant purpose in the appeal or hearing.

3. The Board may adjust, vacate, or deny a disciplinary sanction directed toward a respondent under the *[Student Code of Conduct, student handbook ....or other comprehensive list of conduct and discipline standards]* without disturbing the determination that sex discrimination occurred in the District's program or activity. Such a decision by the Board may also be grounds for the Title IX Coordinator to adjust remedies provided to the Complainant.

4. If the Board finds that the respondent did not personally violate the prohibition on sex discrimination, the remedies ordered by the decisionmaker that are specifically dependent upon the determination that the respondent violated the District's

prohibition on sex discrimination will be vacated or modified accordingly by the Title IX Coordinator.

ii. Employee Respondents. For employee respondents, a determination that sex discrimination occurred will be appealable by either the complainant or the respondent, or both, using the procedures for Level II and Level III grievances under Policy ACA. If the determination that sex discrimination occurred is affirmed, reversed, or modified on appeal, the grievance returns to the Title IX Coordinator to modify the District's response actions as and if appropriate. However, when a final determination is made that an employee violated the prohibition on sex discrimination under Title IX, the concluded grievance record and determination will be sent to the Superintendent or a designee for purposes of determining disciplinary action specifically directed at that employee.

b. Appeal of Dismissal of a Complaint

i. If a Complaint is dismissed, the Title IX Coordinator will notify the complainant that the dismissal may be appealed and provide opportunity for an appeal. As noted in Section III.D.6, above, an appeal must be filed within ten (10) days of the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, the Title IX Coordinator will also notify the respondent that the dismissal may be appealed. Dismissals may be appealed only on the following bases:

1. The Title IX Coordinator, investigator, or decision maker 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.

2. New evidence that would change the outcome and that was not reasonably available when the dismissal was made; and

3. Procedural irregularity that would change the outcome;

ii. If the dismissal is appealed, the District will:

1. Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent;

2. Implement appeal procedures equally for the parties;

3. Ensure that the decision maker for the appeal did not take part in an investigation of the allegations or dismissal of the Complaint;

4. Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations;

5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging the outcome; and

6. Notify the parties of the result of the appeal and the rationale for the result.

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

District Policy History:
Adopted: 9/2/2020
Revised: September 11, 2024

NH Statutes	**Description**
RSA 193:38	Discrimination in Public Schools

NH Dept of Ed Regulation	**Description**
NH Dept of Ed Rules Ed 303.01 (j)	Substantive Duties of School Boards; Sexual Harassment Policy
NH Dept of Ed. Rule 303.01 (i)	School Board Substantive Duties

Federal Regulations	**Description**
34 CFR 106.30	Definitions
34 CFR 106.44	Recipient's response to sexual harassment
34 CFR 106.45	Grievance process for formal complaints of sexual harassment
34 CFR 106.71	Retaliation
34 CFR 106.8	Designation of responsible employee and adoption of grievance procedures.
34 CFR. Part 99	Family Educational Rights and Privacy Act Regulations

Federal Statutes	**Description**

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

2020 Version

PELHAM SCHOOL DISTRICT POLICY
ACAC – TITLE IX SEXUAL HARASSMENT POLICY AND GRIEVANCE PROCESS

Category: Priority
Related Policies: AC, AC-R, GBEAB, JICK & JLF

The definition of "Sexual Harassment" is found in Section II.B of this Policy. Instructions for making a report or complaint of sexual harassment are found in Section II.J.1. The "Title IX Grievance Process" is Section III, and the procedure for filing a formal complaint to initiate the grievance process is found in Section III.A

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

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

II. TITLE IX SEXUAL HARASSMENT POLICY

A. Application of This Policy

While all forms of sex-based discrimination are prohibited in the district, the purpose of this policy is to address, and only to address, *sexual harassment as defined in Title IX and Sec. II.B,* below, that occurs within the educational programs and activities of the district, and to provide a grievance process for investigating and reaching a final determination of responsibility for a formal complaint of sexual harassment. The "Title IX Grievance Process" is set out in Sec. III below. While the District must respond to all "reports" it receives of sexual harassment, the Title IX Grievance Process is initiated only with the filing of a formal complaint.

The purpose of this Policy, however, is to address, and only to address, sexual harassment as defined in Title IX that occurs within the educational programs and activities of the district. For harassing conduct which does not meet the definition of sexual harassment under Title IX and this Policy, the District's response will be governed under other applicable laws and policies per Board policy AC, and policies referenced therein.

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

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

The Superintendent shall have overall responsibility for implementing this Policy, and shall annually appoint a District Title IX Coordinator as that position is described in Section II.C, below. The name and

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contact information for the Title IX Coordinator is set forth in Board Policy AC-R, which policy shall be updated and disseminated annually with the Title IX Coordinator's name as set forth in Board policy AC.

B. Definitions

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

"Actual knowledge" occurs when the District's Title IX Coordinator or **ANY** employee of one of the District's schools (other than a "respondent" or alleged harasser) receives a notice, report or information or becomes aware of sexual harassment or allegations of sexual harassment.

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

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

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

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

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

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

"Sexual harassment" prohibited under Title IX and by this policy *is conduct on the basis of sex* (including, without limitation, gender, sexual orientation, and/or gender identity), occurring in a school system education program or activity that satisfies one or more of the following:

1. A school district employee conditioning an aid, benefit, or service of an education program or activity on an individual's participation or refusal to participate in sexual conduct irrespective of whether the conduct is welcomed by the student or other employee;

2. Unwelcome sex-based/related conduct determined by a reasonable person to be so severe, pervasive, **AND** objectively offensive that it effectively denies a person equal access to the education program or activity (this standard requires consideration of all the facts and

circumstances, including, but not limited to, the ages and disability statuses of the harasser and victim and the number of individuals involved and their authority; **OR**

3. Sexual assault, dating violence, domestic violence, or stalking as defined in state or federal law.

Behaviors that constitute sexual harassment may include, but are not limited to:

i. Sexually suggestive remarks or jokes;

ii. Verbal harassment or abuse;

iii. Displaying or distributing sexually suggestive pictures, in whatever form (e.g., drawings, photographs, videos, irrespective of format);

iv. Sexually suggestive gesturing, including touching oneself in a sexually suggestive manner in front of others;

v. Harassing or sexually suggestive or offensive messages that are written or electronic;

vi. Subtle or direct propositions for sexual favors or activities;

vii. Touching of a sexual nature or groping; and

viii. Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct.

***Note**: incidents of the above conduct would still need to satisfy one or more of the criteria in paragraphs 1-3 of this definition.*

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

The context of behavior can make a difference between conduct falling within the technical definition of Sexual Harassment Under Title IX, and conduct of a sexual nature that is offensive or hostile in itself, but which does not arise to the level within that definition. **District policies prohibit both, but for purposes of its Title IX obligations the District must address reports or complaints of conduct which may constitute sexual harassment as defined above, under this specific, limited scope Policy and Title IX Grievance Process.** Except as used in other laws (e.g., Title VII) or policies (e.g., Board policy JICK) pertaining to harassment, including of a sexual nature, other than Title IX sexual harassment, all references to "sexual harassment" in this policy mean sexual harassment that meets the above definition.

Conduct that satisfies this definition is not sexual harassment for purposes of this policy if the conduct occurred (1) outside the United States or (2) under circumstances in which the school

system did not have substantial control over both the harasser/respondent and the context in which the harassment occurred.

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

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

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

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

C. Title IX Coordinator

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

1. meeting with a complainant, and informing the parent/guardian once the Title IX Coordinator becomes aware of allegations of conduct that could constitute sexual harassment as defined in this Policy;
2. identification and implementation of supportive measures;
3. signing or receiving formal complaints of sexual harassment;
4. engaging with the parents/guardians of parties to any formal complaint of sexual harassment;

5. coordinating with District and school-level personnel to facilitate and assure implementation of investigations, and remedies, and helping to assure that the District otherwise meets its obligations associated with reports and complaints of sexual harassment;

6. coordinating with the Superintendent with respect to assignment of persons to fulfill the District's obligations, both general and case specific, relative to this Policy (e.g., investigator, decision makers, etc.; this may involve the retention of third party personnel.);

7. coordinating with District and school-level personnel to assure appropriate training and professional development of employees and others in accordance with Sec. II.D of this Policy; and

8. helping to assure that appropriate systems are identified and maintained to centralize sexual harassment records and data.

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

D. Training

All District employees shall receive regular training relative to mandatory reporting obligations, and any other responsibilities they may have relative to this Policy.

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

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

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

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

E. Confidentiality

The District will respect the confidentiality of the complainant and the respondent as much as possible, however, some information may need to be disclosed to appropriate individuals or authorities. All

disclosures shall be consistent with the District's legal obligations and the necessity to investigate allegations of harassment and take disciplinary action. Examples of required disclosure include:

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

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

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

1. Any individual who has made a report or complaint of sex discrimination;
2. Any individual who has made a report or filed a formal complaint of sexual harassment;
3. Any complainant;
4. Any individual who has been reported to be the perpetrator of sex discrimination[1];
5. Any respondent; and
6. Any witness.

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

F. Retaliation Prohibited

Retaliation against any person who makes a report or complaint, or against any person who assists, participates, or refuses to participate[2] in any investigation of an act alleged in this Policy is prohibited. Actions taken in response to **materially** false statements made in bad faith, or to submitting **materially**

[1] 34 CFR 106.71 (a).
[2] 34 CFR 106.71 (a).

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false information in bad faith, as part of a report or during the Title IX Grievance Process do not constitute retaliation. A finding of responsibility alone is insufficient to conclude that a person made a materially false statement in bad faith. Complaints of retaliation with respect to reports or formal complaints of sexual harassment shall be filed under the District's general grievance process.

G. Conflict of Interest

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

H. Dissemination and Notice

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

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

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

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

I. Records and Record Keeping

1. For each report or formal complaint of sexual harassment, the District, through the Title IX Coordinator, must create, and maintain for seven (7) years, record of:
    a. Any actions, including any supportive measures,
    b. The basis for the District's conclusion that its response was not deliberately indifferent; and
    c. Documentation which:

- If supportive measures were provided to the complainant, a description of the supportive measures taken designed to restore or preserve equal access to the District's education program or activity; or
- If no supportive measures were provided to a complainant, explains the reasons why such a response was not clearly unreasonable in light of the known circumstances.

2. In addition, the District shall maintain the following records for a minimum of seven (7) years:

   a. Records for each formal complaint of sexual harassment, including:

      - Any determination regarding responsibility, including dismissals;
      - Any disciplinary sanctions imposed on the respondent;
      - Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;
      - Any appeal and the result therefrom;
      - Any informal resolution process and the result therefrom;

   b. All materials used to train Title IX Coordinators, investigators, and decision-makers.

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

1. Report of Sexual Harassment

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

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

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

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

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

2. District Response to Report of Sexual Harassment

The district will promptly respond when there is actual knowledge of sexual harassment, even if a formal complaint has not been filed. The district shall treat complainants and respondents equitably by providing supportive measures to the complainant[3] and by following the Title IX Grievance Process prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

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

i. discuss the availability of and offer supportive measures;

ii. consider the complainant's wishes with respect to supportive measures;

iii. inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and

iv. explain to the complainant the process for filing a formal complaint.

3. Formal Complaints

Pursuant to federal regulations, and this Policy, a formal complaint that contains an allegation of sexual harassment and a request that the District investigate the allegations is required before the District may conduct a formal investigation of sexual harassment or take any action (other than supportive measures) against a person accused of sexual harassment. **Once a formal complaint of sexual harassment is received by the Title IX Coordinator, s/he shall commence the Title IX Grievance Process set out in Sec. III below. The process for filing a formal complaint is set forth in Sec. III.A.**

4. Limitation on Disciplinary Action

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

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[3]The Title IX Coordinator may offer supportive measures to a complainant, even if the information from the complainant does not/does not appear to meet the full definition of sexual harassment under this Policy. Districts should consult with counsel before it "imposes" any supportive measures against a respondent.

5. Emergency Removal and Administrative Leave

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

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

III. TITLE IX GRIEVANCE PROCESS

The Title IX Grievance Process is used only upon the filing of a formal complaint of sexual harassment as described in Sec. III.A, below. The provisions of Section I of the Policy are incorporated as part of the Title IX Grievance Process. Upon receipt of a formal complaint of sexual harassment, the Title IX Coordinator will coordinate the District's efforts to comply with its responsibilities related to the Title IX Grievance Process.

A. Process for Filing a Formal Complaint of Sexual Harassment

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

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

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

At a minimum, a formal complaint must:

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

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

B. <u>Initial Steps and Notice of Formal Complaint</u>

1. The Title IX Coordinator will provide notice to the complainant and the complainant's parent/guardian (if the complainant is a non-eligible student under FERPA), and to the respondent (if known) and the respondent's parent/guardian (if the respondent is a non-eligible student under FERPA), as well as to any other known parties, of the following:
    a. this Title IX Grievance Process, including any informal resolution process;
    b. the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview; "sufficient details" shall include to the extent known identities of persons involved, the conduct allegedly constituting sexual harassment, and the date and location of the incident;
    c. a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
    d. that each party may have an advisor of their choice, who may be, but is not required to be, an attorney;

e. that each party is entitled to inspect and review evidence; and

f. a reference to any provision in the District's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

2. The Title IX Coordinator will contact the complainant to discuss and offer supportive measures.

3. The Title IX Coordinator may contact the respondent to discuss, and or impose, non-disciplinary supportive measures.

4. The Title IX Coordinator will examine the allegations in the formal complaint, to determine whether even if assumed true, the allegations are sufficient to sustain a finding of sexual harassment under this Policy. If the Title IX Coordinator was not involved with preparing the formal complaint, the Title IX Coordinator will contact the complainant to discuss the complaint and whether amendment is appropriate, in which case the process of Sec. III.C.4 will apply.

5. If the formal complaint fails to satisfy the definition of sexual harassment in this Policy, the complaint shall be dismissed as provided in Sec. III.G, below.

6. If the complaint is not dismissed, then the Title IX Coordinator will consult with the Superintendent as to whether the Title IX Coordinator should act as the investigator or whether a different District or other employee shall act in that capacity. At the same time, the Title IX Coordinator and the Superintendent shall appoint the person who shall make the initial determination of responsibility. In all cases, the investigator and the initial decision maker must be properly trained and otherwise qualified (see Sec. II.D "Training", and Section II.G "Conflict of Interest").

7. If the report alleges sexual harassment by the Superintendent, the Title IX Coordinator will inform the School Board Chair and the Human Resources Director the latter of whom shall have authority to seek guidance from the District's general counsel, but shall not delay the District's response to the report as outlined in this Policy.

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

1. Copies and Notices. Except as specifically stated elsewhere in this Policy, for any document, information or material required to be delivered to a party or to a person assigned with responsibility under the Title IX Grievance Process, the manner of transmittal may be by electronic mail, regular mail or such other manner reasonably calculated to assure prompt delivery with evidence thereof (such as a commercial carrier or other receipted delivery). Hand delivery will only be permitted if made to the District official charged with the specific function under this Policy (e.g., Title IX Coordinator, Superintendent, investigator, decision maker(s), etc.). Any document required to be delivered to a minor or other non-eligible student, must also be delivered to the minor's parent/guardian. Copies should also be sent to a party's advisor if the information for the advisor has been previously communicated to the sending party. (Under

federal regulations, copies of the investigative evidence, as well as the investigative report, must be forwarded to a party's advisor. See Sections III.E.3, and III.E.4).

2. Risk Analysis and Emergency Removal. At any point during the Title IX Grievance Process, the Title IX Coordinator may arrange for an individualized safety and risk analysis as described in Sec. II.J.5, following which a student may be removed.

3. Administrative Leave. At any point during the Title IX Grievance Process, the Superintendent, and at his/her own discretion, and with or without consulting the Title IX Coordinator, may place an employee on administrative leave pursuant to RSA 189:31.

4. Additional Allegations. If, in the course of an investigation, the District decides to investigate allegations about the complainant or respondent that were not included in the previous notice, the District shall simultaneously provide notice of the additional allegations to the parties whose identities are known.

5. No Interference with Legal Privileges. At no point in process will the Title IX Coordinator the investigator, any decision maker, or any other person participating on behalf of the District, require, allow, rely upon, or otherwise use questions or evidence that constitutes, or seeks disclosure of, information protected under a legally recognized privilege (e.g., doctor/patient, attorney/client, clergy, etc.), unless the person holding such privilege (parent/guardian for minor student) has waived the privilege in writing to use the information with respect to the Title IX Grievance Process.

6. Consolidation of Complaints. The District may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal complaints are against more than one respondent; or by more than one complainant against one or more respondents; or by one party against the other party. When the District has consolidated formal complaints so that the grievance process involves more than one complainant or more than one respondent, references to the singular "party", "complainant", or "respondent" include the plural, as applicable.

7. Remedies: Range of Disciplinary Sanctions and Remedial Actions Upon Final Determination of Responsibility.

    a. "Disciplinary sanctions" are consequences imposed on a respondent when s/he is found responsible for sexual harassment under this Policy. Remedial actions are actions intended to restore or preserve a complainant's equal access to the educational programs and activities of the District.

    b. "Disciplinary sanctions" against an employee respondent may include any available sanction available for the discipline of employees, up to and including dismissal or non-renewal for any other violation of Board policy, NH Code of Conduct for Educational Professionals, applicable individual or collective bargaining contract, or state or federal laws or regulations.

c. "Disciplinary sanctions" against a student may include any available discipline or sanction, up to and including expulsion, under the policies, rules and procedures that establish the district's comprehensive student code of conduct.

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

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

D. Timeframe of Grievance Process

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

1. Summary of Grievance Process Timeline.

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

2. Delays and Extensions of Time. At any stage of the grievance process, the District (through the Superintendent, or if the Superintendent is the respondent, the Title IX Coordinator or designee)

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

E. Investigation

The Title IX Coordinator will coordinate the investigation. The investigator shall be as appointed pursuant to Sec. III.B.5.

1. The Title IX Coordinator may conduct the investigation, or, in consultation with the Superintendent, designate another qualified person to investigate. The investigation and investigator must:

   a. Include objective evaluation of all relevant evidence, including inculpatory and exculpatory evidence. (Evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such evidence about the complainant's prior sexual behavior is offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the evidence concerns specific incidents of the complainant's prior sexual behavior with respect to the respondent and is offered to prove consent.)

   b. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not on either of the parties;

   c. Provide an equal opportunity for the parties to present witnesses, and other inculpatory and exculpatory evidence;

   d. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

   e. Provide the parties with the same opportunities to have others present during any interview or other part of the investigation, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice. The investigator may restrict any others from participating, as long as the restrictions apply equally to both parties;

   f. Provide, to a party (e.g., respondent or complainant – and parent/guardian as appropriate) whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate within the timeframes established in Sec. III.D, below.

   g. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint;

2. Prior to completion of the investigative report, the District, through the Title IX Coordinator, must send to each party and party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report;

3. The investigator must prepare a written investigative report that fairly summarizes relevant evidence, including, without limitation, witness credibility, discrepancies, inculpatory and exculpatory information, and relevant District policies, rules and regulations, and the manner in which the same were made known to the pertinent school populations or specific parties. The investigative report shall include a description of the procedural steps taken, starting with the receipt of the formal complaint, and continuing through the preparation of the investigative report, including any notifications to the parties, interview with parties and witnesses, site visit, and methods used to gather evidence.

4. The investigator shall provide the investigative report in hard copy or electronic format to the Title IX Coordinator, to each party and each party's advisor, if any. Each party will have 10 days from receipt to provide the Title IX Coordinator a written response to the investigative report.

5. It serves all parties when investigations proceed diligently and conclude within a reasonable time, which may vary case by case. In most cases, it is expected that the investigator will conclude the initial investigation, and provide the parties the evidence and other information required under Sec. III.E.2. Not more frequently than every other week, any party may request the Title IX Coordinator to obtain and provide the parties with a basic status report on the investigator's progress toward completion. In most cases, the investigator should conclude the investigation within 10-20 days after receiving a Formal Complaint.

F. Determination of Responsibility and Initial Decision Maker

The determination of responsibility of the respondent shall be made by the initial decision maker as appointed pursuant to Section III.B.5.

1. Prior to making a determination of responsibility, the initial decision maker will afford each party 10 days to submit written, relevant questions to the initial decision maker that the party wants asked of any party or witness.

2. The initial decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the question and evidence concern specific incidents of the complainants prior sexual behavior with respect to the respondent and are offered to prove consent.

3. The initial decision maker will provide the questions to the party/witness, with copies to each party, and provide no less than 10 days for written responses, likewise to be provided to each party.

4. The initial decision maker will provide 5 days each for supplementary, limited follow-up questions and 5 days for answers, and may provide for additional rounds of follow-up questions, as long as the provision is extended to both parties equally.

5. The initial decision maker may not make any credibility determinations based on the person's status as a complainant, respondent or witness.

6. The respondent must be deemed to be not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

7. The initial decision maker may impose disciplinary sanctions and remedies as described in Section III.C7, above.

8. The standard to be used for formal complaints in determining whether a violation has occurred and/or that the respondent is responsible is the preponderance of the evidence standard, which is only met when the party with the burden convinces the fact finder (the initial decision maker) that there is a greater than 50% chance that the claim is true (i.e., more likely than not).

9. The initial decision-maker must issue a written determination/decision within 10 days after the close of the period for responses to the last round of follow-up questions. The written "Initial Determination of Responsibility" must include:

    a. Identification of the allegations potentially constituting sexual harassment;

    b. A description of the procedural steps taken from the receipt of the formal complaint through the Initial Determination of Responsibility, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;

    c. Findings of fact supporting the determination;

    d. Conclusions regarding the application of the District's applicable codes of conduct, policies, administrative regulations or rules to the facts;

    e. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility (i.e., whether or not the respondent is responsible for sexual harassment), and any disciplinary sanctions or remedies; and

    f. The District's procedures and permissible bases for the complainant and respondent to appeal (as set forth in Section III.H, below).

10. The decision maker shall provide the Initial Determination of Responsibility to the Title IX Coordinator, the Superintendent and the parties simultaneously.

G. Dismissal of a Formal Complaint

1. The District must dismiss a formal complaint with regard to Title IX sexual harassment if the alleged conduct:

a. Would not constitute sexual harassment, even if proved;

b. Did not occur in the District's education program or activity; or

c. Did not occur against a person in the United States.

2. The District may dismiss a formal complaint with regard to Title IX sexual harassment if at any time during the investigation or determination of responsibility stage(s):

   a. A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

   b. The respondent is no longer enrolled or employed by the District; or

   c. Specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

3. Prior to dismissal of a complaint, the person responsible at that stage shall consult with the Superintendent.

4. Upon dismissal of a formal complaint, the District must promptly send written notice of the dismissal and the reason(s) therefore simultaneously to the parties.

The dismissal of a formal complaint under Title IX does not preclude the District from continuing any investigation or taking action under other District policies, code of conduct or administrative rules/regulations. In some cases, the District may have an obligation to continue an investigation and proceed under a different policy or mandated process.

H. Appeals Process

1. Either party may appeal the Initial Determination of Responsibility or the dismissal of a formal complaint or any allegation in a formal complaint by notifying the Superintendent in writing ("written appeal"), with a copy to the Title IX Coordinator. If there are multiple determinations of responsibility, the written appeal shall specify which ones are included in the appeal. The written appeal must be received by the Superintendent within 10 days of the Initial Determination of Responsibility or written notice of dismissal being communicated to the parties.

2. An appeal under this Policy may only be based upon one or more of the following bases, which must be stated specifically in the party's written appeal:

   i. Procedural irregularity that affected the outcome of the matter;

   ii. 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

   iii. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

Category: Priority
Related Policies: AC, AC-R, GBEAB, JICK & JLF

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

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

3. Within 3 days of receipt of the written appeal, the Superintendent shall appoint a decision maker for appeal ("appeals decision maker"),[4] who must have adequate training as provided in Section II.D, be free from conflict of interest as provided in Section II.G, and may not be the same person as the initial decision maker, the person who ordered dismissal, the investigator(s), or the Title IX Coordinator. Upon the appointment of the appeals decision maker, the Superintendent shall provide a Notice of Appeal to each party and to the Title IX Coordinator, with a copy of the written appeal. The Notice of Appeal must include information about all deadlines and timeframes in the appeal stage.

4. Each party shall have 10 days from the date the Notice of Appeal is delivered to the parties to submit to the appeals decision maker a written statement, with copies to the Superintendent, Title IX Coordinator, and other party a statement ("appeal statement") in support of, or challenging, the determination of responsibility or dismissal.

5. Each party shall provide copies of the appeal statement to the other party, the Superintendent, and the Title IX Coordinator at the same time the appeal statement is given to the appeals decision maker. If the basis of the appeal is newly available evidence affecting the outcome, the party shall submit such evidence or a summary of such evidence along with the party's appeal statement.

6. The appeals decision maker may refer an appealed issue back to a prior point in the grievance process, with written notice to the parties, the Superintendent and the Title IX Coordinator.

7. The appeals decision maker shall provide a written appeals decision after considering the record and the parties' appeal statements. The appeals decision maker will only overturn the Initial Determination of Responsibility upon a conclusion that it was clearly erroneous (i.e., either made on unreasonable grounds, or without any proper consideration of the circumstances). If the basis or one of the bases for the appeal was new evidence, the appeals decision maker may either make a determination of responsibility regarding that evidence, or refer it back to the appropriate stage of the Title IX Grievance Process. The written appeals decision will describe the result(s) of the appeal and the rationale, with copies provided to the parties, Superintendent and Title IX Coordinator, no more than 10 days after receiving the last of the parties' written statements per Section III.H.5.

[4]Although the school board is not precluded from serving as a decision maker with respect to appeals, before it may do so, each member of the board must meet both the training and conflict of interest requirements described in Sections II.D and II.G. Such training may be provided on an as-needed basis, but because of necessary timelines, the framework will need to be in place long before a case is appealed.

Category: Priority
Related Policies: AC, AC-R, GBEAB, JICK & JLF

I. **Finality of Determination of Responsibility.** The determination regarding responsibility becomes final either on the date that the recipient, through the Superintendent, provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal of the Initial Determination of Responsibility would no longer be considered timely. The final determination shall be identified as the Title IX Decision.

Once the Title IX Decision is final, the District may implement remedies and disciplinary sanctions. The Title IX Coordinator is responsible for effective implementation of any non-disciplinary remedies, with the assistance of building and District administrative personnel, while disciplinary sanctions will be imposed by persons charged with such responsibilities under other Board policies, regulations or administrative procedures. The District may also proceed against the respondent or complainant pursuant to the District's applicable code of conduct or other Board policies, collective bargaining agreement, individual contract or administrative rules/regulations/procedures. The issue of responsibility for the conduct at issue shall not be subject to further review or appeal within the District.

J. **Informal Resolution.**

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

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

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

PELHAM SCHOOL DISTRICT POLICY
ACAC – TITLE IX SEXUAL HARASSMENT POLICY AND GRIEVANCE PROCESS

Category: Priority
Related Policies: AC, AC-R, GBEAB, JICK & JLF

District Policy History:
Adopted: 9/2/2020

Legal References:
Title IX of the Education Amendments of 1972, 20 U.S.C 1681, et seq20 U.S.C. §1232g, Family Educational Rights and Privacy Act
34 CFR. Part 99, Family Educational Rights and Privacy Act Regulations
34 CFR 106.8, Designation of responsible employee and adoption of grievance procedures.
34 CFR 106.30, Definitions
34 CFR 106.44, Recipient's response to sexual harassment
34 CFR 106.4, Grievance process for formal complaints of sexual harassment
34 CFR 106.71, Retaliation
RSA 193:38, Discrimination in Public Schools
NH Dept of Ed. Rules Ed 303.01 (i), School Board Substantive Duties
Ed 303.01(j), Substantive Duties of School Boards; Sexual Harassment Policy

PELHAM SCHOOL DISTRICT POLICY
GBAM – ACCOMMODATION OF PREGNANCY AND RELATED MEDICAL CONDITIONS: PERSONNEL

Recommended

A. **Policy Purpose**

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

B. **Definitions**

1. Pregnancy. Under the PWFA, "pregnancy" and "childbirth" refer to the pregnancy or childbirth of the specific employee in question and include, but are not limited to, current pregnancy; past pregnancy; potential or intended pregnancy (which can include infertility, fertility treatment, and the use of contraception); labor; and childbirth (including vaginal and cesarean delivery).

2. Related Medical Conditions. "Related medical conditions" are medical conditions relating to the pregnancy or childbirth of the specific employee in question. This includes prenatal/antenatal, and postpartum medical conditions, as well as lactation and related conditions. See Policy ACN for lactation accommodations.
3. Reasonable Accommodations. A "reasonable accommodation" for purposes of this policy and the PWFA is an accommodation that "seems reasonable on its face, i.e., ordinarily or in the run of cases, is "feasible," or "plausible." Reasonable accommodations with respect to pregnancy or related conditions may include such items as:
    a. frequent breaks to attend to health needs associated with pregnancy or related conditions, including eating, drinking, using the restroom, or expressing breast milk in an appropriate lactation space (as described in Policy ACN);
    b. schedule changes or intermittent absences to attend medical appointments;
    c. changes in physical space or supplies (for example, access to a larger desk or a footrest);
    d. leave;
    e. avoiding exposure to certain chemicals;
    f. telework;
    g. access to reserved parking;
    h. elevator access; or
    i. other changes to policies, practices, or procedures.

C. **Interactive Process and Reasonable Accommodation**

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

to make a reasonable accommodation.

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

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

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

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

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

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

District Policy History:
Adopted: September 11, 2024

Legal References

Federal Regulations	**Description**
89 FR 29182	Pregnant Workers Fairness Act ("PWFA")

Federal Statutes	**Description**
42 U.S.C. 2000gg	Pregnant Worker Fairness Act ("PWFA")

PELHAM SCHOOL DISTRICT POLICY
IHBCA – ACCOMMODATION OF PREGNANCY AND RELATED MEDICAL CONDITIONS: STUDENTS

Category: Recommended

Maternal or paternal status shall not affect the rights and privileges of students to receive a public education.

Pregnant students shall be permitted to continue in school in all instances when continued attendance has the sanction of the expectant mother's physician. The school administration may require a physician's statement of activity limitations.

~~A. **Policy Purpose.**~~

~~This policy is intended to enable students who are pregnant or who have related medical conditions receive the accommodations to which they are entitled under Title IX of the Education Amendments of 1972 (Title IX) and state law NH RSA 193:38.~~

~~The District does not treat students differently concerning current, potential, or past parental, family, or marital status on the basis of sex. The District does not discriminate against any student based on the student's current, potential, or past pregnancy or related conditions.~~

~~-~~

~~**B. Definitions.**~~

~~-~~

1. ~~Pregnancy. "Pregnancy" refers to the pregnancy of the specific student in question and include, but are not limited to, current pregnancy; past pregnancy; termination of pregnancy; potential or intended pregnancy (which can include infertility, fertility treatment, and the use of contraception); labor; and childbirth (including vaginal and cesarean delivery).~~

   ~~-~~

2. ~~Related Medical Conditions. "Related medical conditions" are medical conditions relating to pregnancy. This includes prenatal/antenatal, and postpartum medical conditions, recovery from pregnancy as defined above, as well as lactation and related conditions. See Policy ACN for lactation accommodations.~~

   ~~-~~

~~C. **District and Employee Responsibilities Upon Notification of Student Pregnancy or Related Condition.**~~

~~When a student, or a person who has a legal right to act on behalf of the student, informs any District employee of the student's pregnancy or related medical conditions, the employee shall promptly provide that person with the Title IX Coordinator's contact information and inform that person that the Title IX Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to the District's educational programs and activities.~~

~~Pursuant to Board policy ACAC and Title IX, any staff member who learns that a student is pregnant or is informed of such by the pregnant student will immediately inform the Title IX~~

Category: Recommended

~~Coordinator.~~

~~Consistent with RSA 186:11, IX-e, no employee of the District, including the Title IX Coordinator, may withhold from a parent/guardian information regarding a student's pregnancy unless such employee reasonably believes, and a reasonably prudent person would believe, that such disclosure would result in abuse, abandonment, or neglect. If information indicating abuse, abandonment or neglect exists, the employee is mandated to report such information as described in policy JLF and RSA 169-C:29 and 30.~~

~~D. **Specific Actions to Prevent Discrimination and Ensure Equal Access.**~~

~~When the student, or a person who has a legal right to act on behalf of the student, informs the Title IX Coordinator of the pregnancy or related condition, the Title IX Coordinator shall act to prevent sex discrimination and ensure equal access to the District's educational programs and activities. The Title IX Coordinator must inform the person of the District's obligations and provide adequate notice of nondiscrimination.~~

~~Based on the student's individualized needs and in consultation with the student, the District will make reasonable modifications to policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access to the District's educational programs and activities. The Title IX Coordinator will help the student access these rights.~~

~~The student may accept or decline each reasonable modification offered by the District. If the student accepts an offered reasonable modification, the District must implement it.~~

~~Examples of reasonable modifications may include, but are not limited to, the following:~~

1. ~~breaks to attend to health needs associated with pregnancy or related conditions, including eating, drinking, or using the restroom;~~
2. ~~intermittent absences to attend medical appointments;~~
3. ~~access to extended learning opportunities, such as online or homebound education;~~
4. ~~changes in schedule or course sequence; extensions of time for coursework and rescheduling of tests and examinations;~~
5. ~~allowing a student to sit or stand, or carry or keep water nearby;~~
6. ~~counseling;~~
7. ~~changes in physical space or supplies (for example, access to a larger desk or a footrest);~~
   ~~elevator access;~~
8. ~~other changes to policies, practices, or procedures; or~~
9. ~~breaks during class to express breast milk or breastfeed in an appropriate lactation space (i.e., a space other than a bathroom, that is clean, shielded from view, free~~

~~from intrusion from others, and which may be used by a student for expressing breast milk or breastfeeding as needed). See Policy ACN regarding lactation.~~

~~E. **Voluntary Leaves of Absence.**~~

~~The student may voluntarily take a leave of absence from school for, at minimum, the period of time deemed medically necessary by the student's licensed healthcare provider. If the student qualifies for a longer period of leave under another District leave policy, the student is permitted to take voluntary leave under that policy instead, if the student so chooses. Upon return to school, the student will be reinstated to the academic status and, as practicable, the extracurricular status that the student held when the voluntary leave began.~~

~~F. **Supporting Documentation.**~~

~~The District will treat pregnancy or related conditions in the same manner and under the same policies as any other temporary medical conditions. The District may not require supporting documentation for activities that are generally available to students without documentation.~~

~~The District will only require supporting documentation when it is necessary and reasonable for determining reasonable modifications to make or whether to take additional specific actions. Supporting documentation is not necessary and reasonable when the student's need is obvious, such as when a student who is pregnant needs a bigger desk, water nearby, or restroom breaks, or when a postpartum student has lactation needs.~~

~~The District may not require a student who is pregnant or has related conditions to provide certification that the student is physically able to participate in class, programs, or extracurricular activity unless such certification is required of all students participating in the class, program, or extracurricular activity.~~

~~G. **Complaints or Reports.**~~

~~Complaints or reports regarding violations of this policy should be made according to the procedures found in policy ACAC.~~

District Policy History:

Adopted: August 09, 2006

PELHAM SCHOOL DISTRICT POLICY
IHBCA – ACCOMMODATION OF PREGNANCY AND RELATED MEDICAL CONDITIONS: STUDENTS

Category: Recommended

Revised: September 11, 2024

NH Statutes	**Description**
RSA 186:11, XXXIII	Discrimination
RSA 193:38	Discrimination in Public Schools

~~**Federal Statutes**~~	~~**Description**~~
~~20 U.S.C 1681, et seq~~	~~Title IX of the Education Amendments of 1972~~

Pelham School Board Meeting
Pelham Elementary School
March 19, 2025
6:30 p.m.

School Board Members:	Darlene Greenwood; Rebecca Cummings; Garrett Abare; and Krista Garcia
Assistant Superintendent:	Sarah Marandos
Business Administrator:	Deb Mahoney
Absent:	Greg Smith; Chip McGee; Alexia Nou; and Mya Belanger
Also in Attendance:	Danielle Pilato, School District Clerk

I. Public Session:

A. Call to Order:

Assistant Superintendent Sarah Marandos called the meeting to order at 6:30 p.m,

B. Oath of Office:

Ms. Pilato swore Krista Garcia in as a School Board member.

Dr. Marandos asked everyone to stand for the Pledge of Allegiance.

C. Public Input @ 6:33 p.m.

No one came forward.

Public Input closed at 6:34 p.m.

D. Opening Remarks:

a. **Assistant Superintendent:**

Dr. Marandos commented that the PHS cheerleaders secured first place in Division II, and PMS hosted a successful band competition over the weekend. She noted that the winter sports awards were going on. The PHS sports awards occurred last week, and PMS occurs this week.

Dr. Marandos read the following statement:
"As you may be aware from some of our public communications, we have had a recent network security incident that affected our school system. We understand that the situation has caused concern, and we want to assure you that we are taking all necessary steps to restore full functionality and, most importantly, to ensure the continuity of teaching and learning for our students. While some systems may be temporarily limited, we are committed to minimizing the disruption to your child's education.

Upon learning of this network security incident, we immediately took action to secure our network, including voluntarily disconnecting the internet. We are working closely with an external cybersecurity specialist to assist in our investigation. Our investigation is still in its initial stages, and we cannot offer a definitive timeline or many details at this point, as it is a time-intensive process.

We appreciate your patience and understanding during this time. All our safety systems have continued to operate and remain fully functional. The safety of our students and staff is our number one priority. We will continue to provide updates as they become available."

II. Presentations:

A. None

III. Main Issues:

A. Reoganization:

Dr. Marandos commented that the Board would need to nominate a Chair and Vice-Chair; Dr. Marandos opened the reorganization to motion or discussion.

Ms. Cummings made a motion to make Darlene Greenwood the Chair of the Pelham School Board. Mr. Abare seconded the motion. The motion passed (4-0-0).

Dr. Marandos handed the meeting over to Chair Darlene Greenwood.

Ms. Greenwood made a motion to make Rebecca Cummings the Vice-Chair of the Pelham School Board. Mr. Abare seconded the motion. The motion passed (4-0-0).

B. Approve the April Meetings

The Board also approved the April 2 and April 16 meeting dates, both set for 6:30 p.m. at the PES Library.

C. Ethics Policy BCA

The Ethics Policy Statement was reviewed. Board members acknowledged their commitment to attending meetings, making informed decisions, working collaboratively, maintaining confidentiality, and upholding Board policies. Members signed the Ethics Policy Statement.

D. Committee Assignments

Discussion of the Committee Assignments was deferred until the next meeting to ensure all Board members, including Mr. Smith, could participate. However, designated signers for manifests were selected. Ms. Greenwood, Mr. Abare, and Ms. Garcia were appointed as the three authorized signers. Ms. Cummings agreed to be the alternate signer.

E. Election Results

The election results were reviewed.

a. School Board
   i. Greg Smith was elected to the School Board with 917 votes, while Krista Garcia received 997 votes.

b. Various articles were voted on, with mixed results:
   i. **Article 1 (Operating Budget):** Passed with **13,174 Yes** votes and **938 No** votes.
   ii. **Article 2 (Petition Warrant Article):** Did not pass, receiving **873 Yes** votes and **13,139 No** votes.
   iii. **Article 3 (Petition Warrant Article):** Passed with **16,159 Yes** votes and **643 No** votes.
   iv. **Article 4 (Petition Warrant Article):** Did not pass, receiving **1,028 Yes** votes and **12,167 No** votes.

Ms. Mahoney said that the MS-22 Approved Budget will be reviewed and signed at the next Board meeting.

F. Election Results

The Board reviewed the **FY25 Audit Engagement Letter** from Plodzik & Sanderson, confirming the audit will take place the week of **July 14**. The consensus of the Board was to proceed with the audit. No motion was required.

G. Policy Review:

a. None

IV. Other:

A. None

V. Board Member Reports:

Ms. Greenwood welcomed new Board member Krista Garcia. Ms. Greenwood suggested that the new members utilize resources from the New Hampshire School Board Association for training.

The Board discussed participation in an upcoming history project judging event.

VI. Consent Agenda:

A. Adoption of Minutes

a. None

B. Vendor and Payroll Manifests:

a. None

C. Correspondence & Information:

a. None

D. Enrollment Report:

a. None

E. Staffing Updates:

a. **Leaves:**

i. None

b. **Resignations:**

i.	Angela Portalla	PES	Special Education Teacher
ii.	Amie Libby	PES	Preschool Teacher
iii.	Sara Eno	PMS	Special Education Teacher
iv.	Rebecca Morrin	PHS	English Teacher

c. **Retirements:**

i. None

d. **Nominations:**

i.	Michael Soucy	PHS	Athletic Director

Dr. Marandos mentioned she was delighted to nominate Michael Soucy as Athletic Director for the high school. She noted that he has experience from Merrimack and Nashua. He also grew up in Pelham.

Mr. Abare moved to accept the nomination of Michael Soucy as Athletic Director. Ms. Cummings seconded the motion, which passed (4-0-0).

Mr. Abare moved to accept the resignations as presented. Ms. Cummings seconded the motion, which passed (4-0-0).

IX. Future Agenda Planning:

Future agenda items for the April 2nd meeting were discussed, including student engagement in School Board meetings, updates on the AB schedule, and a discussion on cell phone pouches.

X. Future Meetings:

A. 04/02/2025 – 6:30 p.m. School Board Meeting @ PES Library

B. 04/16/2025 – 6:30 p.m. School Board Meeting @ PES Library

XI. Non-Public Session:

(i) Consideration of matters relating to the preparation for and the carrying out of emergency functions, including training to carry out such functions, developed by local or state safety officials that are directly intended to thwart a deliberate act that is intended to result in widespread or severe damage to property or widespread injury or loss of life.

Mr. Abare moved to enter non-public under RSA 91-A:3, II (i) - Emergency Function at 6:54 p.m. Ms. Cummings seconded the motion, which passed (4-0-0).

a. D. Greenwood - Aye
b. R. Cummings - Aye
c. G. Abare - Aye
d. K. Garcia - Aye

XII. Reconvene:

7:14 p.m.

XIII. Adjournment:

Mr. Abare moved to adjourn the School Board Meeting at 7:15 p.m. Ms. Cummings seconded the motion, which passed (4-0-0).

Respectfully Submitted,
Matthew Sullivan
School Board Recording Secretary

Pelham School Board Meeting
Pelham Elementary School
April 2, 2025
6:30 p.m.

School Board Members:	Darlene Greenwood, Chair; Rebecca Cummings, Vice-Chair; Garrett Abare; Krista Garcia; and Greg Smith
Superintendent:	Chip McGee
Assistant Superintendent:	Sarah Marandos
Business Administrator:	Deb Mahoney
Absent:	None
Also in Attendance:	Keith Lord, Director of IT

I. Public Session:

A. Call to Order:

6:30 p.m. - Chair Darlene Greenwood called the meeting to order, followed by the Pledge of Allegiance.

II. Public Input @ 6:31 p.m.

The Board encourages public participation. Our approach is based on Policy BEDH, which includes these guidelines:

a. Public comments are limited to 3 minutes per person.
b. Please give your name, address, and the group, if any, that is represented.
c. We welcome comments on our school operations and programs in public sessions; however, the Board will not hear personal complaints from school personnel or complaints against any person connected with the school system.
d. We appreciate that speakers will conduct themselves in a civil manner.

1. Christina Tetrault, 11 Magnolia Drive

Ms. Tetreault read the following:

"My name is Christina Tetreault, and I live at 11 Magnolia Drive. I am here today to express my strong opposition to the implementation of Yondr bags at the high school next year for several key reasons.

High school is a critical time for students to develop personal responsibility and self-regulation. By forcing them to lock away their phones, the District removes an opportunity for them to learn essential real-world skills. In college, the workplace, and everyday life, they will not have someone managing their phone use for them. Rather than fostering independence, this policy undermines students' ability to regulate their behavior.

Thus far, I have not found another high school in New Hampshire that has implemented Yondr bags. Nearby Districts such as Salem, Hudson, Pinkerton Academy, Timberlane, Windham, and Hollis-Brookline—two of which are considered among the best in the state—do not use this system. If Yondr bags were truly beneficial, why haven't any of these Districts adopted them?

The District has not provided any empirical evidence proving the effectiveness of Yondr bags at the middle school. Furthermore, there is no credible research showing that these expensive bags improve student success. Any supporting claims are purely anecdotal, and even broader research on cell phone bans presents conflicting conclusions. Implementing such a costly system without concrete evidence is not a responsible use of taxpayer money.

Instead of investing in Yondr bags, the District should focus on addressing the real problems at the high school, such as:

- *Low proficiency scores.*
- *High teacher turnover due to a hostile work environment.*
- *Student vaping, even in classrooms—something that happened in my daughter's advisory last year.*
- *Frequent fights resulting in physical injuries and property damage, including broken cafeteria tables and holes in the boys' locker room.*
- *Bathroom vandalism, which the administration has handled by locking the bathrooms and punishing the majority of students for the actions of a few.*

Rather than wasting taxpayer dollars on something that is not needed and won't improve the education students receive, the administration should prioritize improving education quality, hiring and retaining qualified staff, and ensuring a safe learning environment. I urge the School Board to not approve the purchase of Yondr bags and instead ensure that the administration focuses on meaningful solutions that will truly benefit our students for once."

2. Debbie Kruzel, 11 Magnolia Drive

Ms. Kruzel read the following:

"Thank you for taking the time to speak; I'm Debbie Kruzel on Beacon Hill Road.

At the March 5th meeting, I asked why the school payroll vouchers hadn't been posted in the meeting notes since September. I never really got a satisfactory answer, and I'm still curious about the reason. When this is resolved, will the public have access to the reports from October to March?

Also, at the March 5th meeting, there was a discussion about pouches possibly being purchased at the HS for next year despite the fact that they weren't in the proposed budget. Since middle school started with the pouches, we've had a report on the progress, but I don't recall having an update on the effectiveness of the new cell phone policy at the HS. Would you be able to request an update from the HS as to the number of offenses for each month, September-March? At that same meeting, I had a conversation with the teacher, Ms. Day, who presented on block scheduling, and she said the "new cell phone policy has been working very well," and she hasn't had any problems. So, before voting on a purchase of pouches, I believe it's important to gather data first, in addition to the potential presentation by the Student Government.

At the last meeting, I understood you were going to be signing the engagement letter with Plodzik & Sanderson, P.A., for doing this year's school audit. I'm curious if there were any other bids received to do the job prior to selecting this firm. (I believe that should be the normal operating procedure, correct?)

I am encouraged by all the discussion regarding improving math proficiencies in the last 3 months. I know that the budget included a curriculum purchase for the middle school, which would lock us in for 6 years, I believe... Was it Reveal Math, maybe? I plead to you to carefully critique whether this is a high-level math curriculum that will increase our scores or not. Over the last 5-10 years, the buildings have been the focus of our budgets; now, we owe it to our children, parents, and teachers to increase student scores dramatically. What is the track record of the newly proposed curriculum? Are we only getting it because it goes with Reveal Math at the elementary school? Does Windham, who scores 67% efficiency in math, use Reveal? What other schools are using Reveal Math and have had major successes with it? Thank you for considering these important factors before diving into a 6-year commitment!

At the last meeting, you said you'd postpone the discussion about WA #3 in the school elections. I just wanted to remind you because I didn't see it on the agenda."

3. Doug Vincent, 167 Arlene Drive

Doug Vincent, who lives at 167 Arlene Dr., extended his congratulations to the new members and expressed gratitude to returning members for their continued service. He acknowledged the significant responsibility they bear toward students and the community and emphasized his appreciation for their commitment.

Before addressing his main point, Mr. Vincent provided a brief personal background. He and his wife have had three children progress through the Pelham school system under the 4x4 high school scheduling model. Their eldest son, a 2012 graduate, is now in his eighth year as a Science Teacher, having taught for six years in Pelham and the past two years in Bedford. Their eldest daughter has built a successful six-year career at Sun Life Financial, a multinational insurance company. Their youngest, a 2024 graduate, excels in her freshman year at Marist University and aspires to become a teacher, following in her older brother's footsteps. Mr. Vincent noted that two of his children had been taught by current School Board members, acknowledging their role in his children's success and expressing his gratitude.

Mr. Vincent then shared an observation about parenting, describing it as a humbling experience. He compared it to teaching, noting that both roles are demanding, ever-changing, and unique to each child. He acknowledged the complexity of educators' challenges, particularly regarding student proficiency.

Mr. Vincent's main point focused on analyzing the root causes of concerns about student proficiency. He urged the Board to consider whether the issue lies in supply and delivery, which could be addressed with curriculum changes, a new high school schedule, or if it is fundamentally a demand problem. He suggested that Pelham has faced a persistent demand issue and emphasized the need for broader community discussions involving parents and students beyond the one-third of students deemed proficient. He encouraged unconventional approaches to foster deeper, meaningful conversations to drive lasting solutions.

Before concluding, Mr. Vincent expressed his hope that the Board's efforts would strengthen the community fabric and counteract the divisive national trends. He advocated for fostering a culture where community stewardship outweighs celebrity worship and where civic engagement, as demonstrated by the Board members, prevails over consumerism. He ended by thanking the Board for their time and service.

Public Input closed at 6:42 p.m.

III. <u>Non-Public Session:</u>

A. (b) The hiring of any person as a public employee.

Mr. Abare moved to enter non-public under RSA 91-A:3, II (b) - Hiring of any person at 6:43 p.m. Ms. Cummings seconded the motion, which passed (5-0-0).

a. D. Greenwood - Aye
b. R. Cummings - Aye
c. G. Abare - Aye
d. K. Garcia - Aye
e. G. Smith - Aye

III. <u>Public Session Reconvened @ 7:17 p.m.:</u>

A. <u>Opening Remarks:</u>

a. **Superintendent:**

Dr. McGee commented that he is looking forward to April 16, as the juniors will be taking their SATs on that day. He considered the SAT scores a significant indicator. He added that April is the beginning of the final run-up to the Grade 8 trip to Washington, D.C. This is the first year the District will fly to Washington, D.C.

Dr. McGee acknowledged that he was out for two weeks, which was a tough time for the District. He thanked Dr. Marandos for running the District, Ms. Mahoney for running business operations and payroll without technology, and Mr. Lord for managing the network disruption.

Chair Greenwood thanked Dr. Marandos, Ms. Mahoney, and the rest of the SAU staff for handling the difficult situation.

Mr. Smith raised a question regarding student representatives, specifically whether they were expected to attend or had been unable to join. Ms. Greenwood clarified that this year's Student Representative role was shared among a couple of students, and Dr. McGee added that the students are selected through a Student Government vote.

The Board expressed that while there is no formal requirement for the Representatives to be seniors, they are generally selected from upper-level students. Ms. Greenwood noted that the participation of Student Representatives has historically varied in terms of dedication.

The Board agreed to add the Student Representative discussion to the future agenda planning, acknowledging its importance from multiple perspectives, including optics and student voice. The group emphasized the value of Student Representatives attending meetings, recognizing it as a significant opportunity to participate in school decision-making processes.

III. Presentations:

A. None

IV. Main Issues:

A. Network Disruption Update:

Keith Lord, Director of Technology, provided a comprehensive update on the network disruption. He confirmed that the District experienced a major outage due to a necessary disconnection from the internet, which affected numerous services across all buildings for approximately one and a half to two weeks. Some interruptions extended to the phone systems; however, emergency services were not impacted, as they are not dependent on the internet. Since the disruption, full internet access and network services have been restored across the District.

The only remaining limitation is that staff operate on Chromebooks instead of their standard Windows laptops, which are still being reprocessed. Due to the size of the District, this transition will take additional time. Nonetheless, staff devices are operating at approximately **90%** functionality.

Mr. Smith asked if the District had a stockpile of readily available Chromebooks. Mr. Lord clarified that although there was no dedicated Chromebook stockpile, the team could quickly redeploy devices from kindergarten and first-grade classrooms, supplemented by a small reserve of spare units.

Dr. Marandos, representing the Instructional Team, thanked the resilience and flexibility of the teaching staff and administration. Despite the disruption, effective teaching and learning continued. She extended appreciation to all the educators who managed through the challenging circumstances.

Dr. Marandos also confirmed that external communications with families were maintained throughout the event. With systems restored, PowerSchool is now fully operational for students and parents. Accordingly, Trimester 2 report cards for elementary and middle schools will be distributed in the coming days, and the high school Quarter 3 report cards will follow shortly, as Quarter 4 begins on Friday.

B. FY 2026 Budget Approval:

Dr. McGee reviewed upcoming meeting dates and noted a proposed change to the August schedule, shifting the session from August 2 to the first week of the month. Board members discussed holding a full-day Saturday budget session and weighing the family time commitment involved. The proposal was met with mixed reactions, and Mr. Abare suggested receiving input from the new members before finalizing the decision.

The discussion continued with concerns over scheduling Board meetings on Saturdays. Some members expressed reservations about the feasibility of conducting budget reviews in a single Saturday session, citing the volume of material and the need for adequate time to absorb financial details. Other members acknowledged the challenge of reviewing a **500-page** budget in one session, advocating for a two-meeting approach. The Board considered the timing of budget development, recognizing that September presents a particularly demanding timeframe with multiple financial deadlines.

Board members shared differing opinions on the best format for budget discussions. While some preferred consolidating sessions for efficiency, others required more time between meetings to review materials thoroughly. Ultimately, the consensus leaned toward dividing the budget review into two sessions.

The discussion shifted to the upcoming **August 6 Board Retreat**, which was confirmed at the high school library with dinner included. The Board also addressed the possibility of relocating future meetings to the Hal Lynde Conference Center. Mr. Abare noted that Town Hall was available on Wednesday nights except for a monthly forestry meeting. Given these considerations, the Board agreed to move meetings to the Hal Lynde Conference Center immediately.

Mr. Abare moved to adopt the schedule as presented with the change to the location. Mr. Smith seconded the motion, which passed (5-0-0).

C. Committee Assignments:

The Board then proceeded to assign Committee responsibilities. New and continuing assignments were as follows:

Board/Commission/Committee	Board Representative and Alternate
Budget Committee	G. Abare / G. Smith (alt)
Capital Improvement Plan (CIP) Committee	R. Cummings
New Hampshire School Boards Association (NHSBA) Delegate	N/A
Performance Compensation Model (PCM) Committee	R. Cummings
Pelham School-Age Childcare Committee (PSACC)	D. Greenwood
Professional Development Committee	K. Garcia
Wellness Committee	K. Garcia / D. Greenwood (alt)
Sick Bank and Catastrophic Illness Committee	K. Garcia
Joint Loss Management Committee (Quarterly Meetings)	G. Smith / G. Abare (alt)
Negotiations	D. Greenwood /G. Smith (alt)
Policy Committee	D. Greenwood /K. Garcia (alt)
Master Plan	N/A

D. FY 2026 Budget Approval:

Ms. Mahoney distributed forms for review and mentioned the MS-22, a Department of Revenue report that indicates what was voted. The report, which was handed out, shows the totals by function and is broken down by elementary, middle, and high school.

Ms. Mahoney commented that three copies needed to be signed by the Board members.

Due to technical issues within the District, the Department of Revenue granted an extension. The necessary signatures were collected, and Dr. McGee thanked the voters for their support.

E. 2025 – 2026 Teacher and Professional Staff Nominations:

The Board reviewed Teacher and Professional Staff nominations for the 2025-26 school year. Dr. McGee presented the list, reaffirming the District's commitment to a robust teacher evaluation system involving goal setting, observations, self-reflection, and supervisor feedback.

The Board recognized the importance of retention efforts and ensuring staff receive adequate support.

Mr. Abare moved to accept the nominations as presented. Ms. Garcia seconded the motion, which passed (5-0-0).

F. PHS Proposed Change to Program of Study:

Dr. Marandos presented a proposed change to the high school program of study. The administration sought approval for an amendment regarding early release and late arrival privileges. Due to COVID-19, these privileges were previously extended to both juniors and seniors; however, the proposal aimed to revert the policy to a senior-only

privilege.

Eligibility criteria, including academic performance and disciplinary standing, were reviewed. The Board discussed the procedural aspects of the privilege, ensuring students met specific requirements.

Mr. Abare moved to accept the proposed change to the high school's program of study. Ms. Cummings seconded the motion, which passed (5-0-0).

G. PHS Athletics Boys' Ice Hockey Proposal:

The meeting shifted to proposing a boys' hockey team co-op agreement. Dr. McGee commented that previously, the District partnered with Nashua South, but that arrangement ended when Nashua South merged with Nashua North. Five students expressed interest in continuing hockey, leading the Athletic Director to secure an agreement with Timberlane Regional High School.

Dr. McGee discussed the financial impact and assured the Board that the transition fell within the approved budget. The Board deliberated on the logistics of the co-op arrangement, including coaching responsibilities and student oversight.

Ms. Cummings asked about the possibility of introducing girls' hockey to Pelham. Dr. McGee noted that there was no known interest at present. However, interest in the sport across the state was acknowledged, primarily in larger schools.

Regarding administrative presence at games and practices, Dr. McGee confirmed that an administrator or Athletic Director ensures coverage for all events. While trainers are typically available, there was some uncertainty about practice attendance. No action was required.

H. Last Day of School:

The discussion then shifted to the last day of school. It was confirmed that based on instructional hours, the school year would conclude on **Friday, June 13**. A half-day schedule was also confirmed for the final day. Dr. McGee noted that if the last day was determined by days, it would have ended on **Monday, June 16**.

I. Policy Review:

The Board reviewed the policies listed below.

a. **First Reading:**
   i. None

b. **Second Reading:**
   i. None

V. Other:

A. None

VI. Board Member Reports:

A. None

VII. Consent Agenda:

A. Adoption of Minutes

a. March 5, 2025 School Board Minutes

Mr. Abare moved to accept the March 5, 2025, School Board Meeting Minutes. Ms. Cummings seconded the motion, which passed (3-0-2). (Ms. Garcia and Mr. Smith abstained)

B. Vendor and Payroll Manifests:

a.	569	$609,423.18
b.	570	$671,578.03
c.	569M	$2,281.28
d.	AP040225	$454,717.04
e.	BFPMS	$19,455.00
f.	PAY569P	$11,530.70
g.	PAY570P	$305,437.35

Mr. Abare moved to accept the Vendor and Payroll Manifests as presented. Ms. Cummings seconded the motion, which passed (5-0-0).

C. Correspondence & Information:

a. None

D. Enrollment Report:

a. Dr. McGee presented the Enrollment Report, outlining monthly grade enrollment data. He noted that four students had increased preschool enrollment, reflecting the natural progression of children qualifying for the program. The District experienced a net gain of six students for the month.

E. Staffing Updates:

a. **Leaves:**

i. None

b. **Resignations:**

i. None

c. **Retirements:**

i.	Wendy Henderson	PES	Teacher – Grade 1
ii.	Kathrene Byrne	PHS	Teacher – Business
iii.	Jeffrey Tobin	PHS	Teacher – STEAM

d. **Nominations:**

i. None

Dr. McGee took a moment to recognize the teachers who submitted for retirement. He noted that Wendy Henderson is a First-Grade Teacher with 16 years of service, and before PES, she worked at Saint Patrick's School. Dr. McGee then mentioned Jeff Tobin, a STEAM teacher at PHS with 20 years of service. Mr. Tobin is known for being able to find students who love to tinker in the PHS lab. Finally, Dr. McGee recognized Kathrene Byrne, a Business Teacher at PHS, is retiring after an impressive 45-year career. She started working for the District in 1984.

Mr. Abare moved to accept the retirements as presented. Ms. Cummings seconded the motion, which passed (5-0-0).

Ms. Greenwood mentioned that Ms. Henderson, Ms. Byrne, and Mr. Tobin are amazing people and teachers. She noted that her children are in the field they are in because of Ms. Byrne's guidance. Ms. Cummings commented that Ms. Henderson was her mentor and taught her everything she needed to know about hatching chicks.

Mr. Abare added that it is excellent to see people have great careers and retire from the Pelham School District. Ms. Garcia thanked Ms. Byrne for teaching her how to type.

VIII. Future Agenda Planning:

The meeting then moved on to future agenda planning. Topics included Student Representatives, with the Student Government scheduled to attend the next meeting to provide input on the Yondr pouches.

Ms. Garcia requested teacher feedback regarding the Yondr pouches. She also requested data regarding the infractions under the new policy, with data comparisons between this year and the previous year for both PHS and PMS. Dr. McGee stressed that he could not promise the information would be ready for the next meeting. The Board acknowledged that it would be difficult to collect all the data before the next meeting.

The Board acknowledged the importance of teacher input but recognized the logistical challenges of requiring their presence at meetings. The members stressed that they would like teacher input regarding the Yondr pouches and how the new policy is going.

Mr. Smith suggested that if teachers have preferences regarding the pouches but cannot make the meeting, they should communicate them via email.

Mr. Smith expressed the need for an elected Student Representative who would actively engage in discussions and advocate for their peers. Mr. Abare was concerned that a Student Representative might support policies favoring unrestricted cell phone use due to peer pressure.

The consensus was that this is an ongoing discussion that does not require immediate resolution. The matter will be reviewed and appropriately scheduled for future deliberation.

Response to Ms. Kruzel

Regarding payroll vouchers, Ms. Mahoney addressed Ms. Kruzel's concerns regarding the absence of payroll voucher postings. Ms. Mahoney clarified that cybersecurity training indicated that publishing manifests containing check numbers, names, and amounts is inappropriate. As a result, the practice was immediately discontinued. A new report format was intended to be developed, but due to budgeting priorities and a subsequent cyber incident, access to the necessary systems has been delayed. She noted that efforts are ongoing to create a report that maintains essential information while ensuring compliance with security guidelines.

Ms. Mahoney also discussed the procurement policy concerning auditing services. She noted that while the policy does not mandate competitive bidding for services, the Board can solicit bids if dissatisfied with current service providers. Given the cost implications of transitioning audit firms, the Board previously opted to switch audit teams within the same firm rather than change firms entirely. This decision was made to maintain continuity while ensuring a fresh perspective on financial oversight.

The conversation shifted to Warrant Article 3, which was an Advisory Warrant Article. Ms. Garcia emphasized the importance of considering voter input, while others expressed reservations about implementing an Advisory Warrant Article due to its potential impact on staff and District operations. It was agreed that the topic would be included in a future agenda for further examination.

IX. Future Meetings:

A. 04/16/2025 – 6:30 p.m. School Board Meeting @ Hal Lynde Conference Room

B. 05/07/2025 – 6:30 p.m. School Board Meeting @ Hal Lynde Conference Room

Before entering the non-public session, Ms. Garcia addressed the community, encouraging parents, students, teachers, and residents to attend in-person meetings.

X. Non-Public Session:

(i) Consideration of matters relating to the preparation for and the carrying out of emergency functions, including training to carry out such functions, developed by local or state safety officials, that are directly intended to thwart

a deliberate act that is intended to result in widespread or severe damage to property or widespread injury or loss of life.

Mr. Abare moved to enter non-public under RSA 91-A:3, II (i)—Emergency Function at 8:17 p.m. Ms. Cummings seconded the motion, which passed (5-0-0).

a. D. Greenwood - Aye
b. R. Cummings - Aye
c. G. Abare - Aye
d. K. Garcia - Aye
e. G. Smith - Aye

XI. Reconvene:
8:58 p.m.

XII. Adjournment:
Ms. Greenwood moved to adjourn the School Board Meeting at 9:00 p.m. Mr. Abare seconded the motion, which passed (5-0-0).

a. D. Greenwood - Aye
b. R. Cummings - Aye
c. G. Abare - Aye
d. K. Garcia - Aye
e. G. Smith - Aye

Respectfully Submitted,
Matthew Sullivan
School Board Recording Secretary

Pelham School Board Meeting
Town Hall Conference Room
April 2, 2025
Non-Public Session

School Board Members: Darlene Greenwood, Chair; Rebecca Cummings, Vice-Chair; Garrett Abare; Krista Garcia; and Greg Smith

Superintendent: Chip McGee

Also in Attendance: Assistant Superintendent Sarah Marandos

Absent: None

Enter Non-Public Session:

Mr. Abare moved to enter non-public under RSA 91-A:3, II (b) - Hiring of any person at 6:43 p.m. Ms. Cummings seconded the motion, which passed (5-0-0).

a. D. Greenwood - Aye
b. R. Cummings - Aye
c. G. Abare - Aye
d. K. Garcia - Aye
e. G. Smith - Aye

Non-Public Session:

The Board discussed professional staff evaluations.

Adjourn Non-Public Session:

Mr. Abare moved to adjourn the non-public session at 7:15 p.m. Ms. Cummings seconded the motion. The motion passed (5-0-0).

Roll Call:

a. T. Bressette - Aye
b. D. Wilkerson - Aye
c. G. Abare - Aye
d. R. Cummings - Aye
e. D. Greenwood - Aye

Respectfully Submitted,
Matthew Sullivan
School Board Recording Secretary

Pelham School Board Meeting
Town Hall Conference Room
April 2, 2025
Non-Public Session

School Board Members: Darlene Greenwood, Chair; Rebecca Cummings, Vice-Chair; Garrett Abare; Krista Garcia; and Greg Smith

Superintendent: Chip McGee

Also in Attendance: Assistant Superintendent Sarah Marandos and Director of Technology Keith Lord

Absent: None

Enter Non-Public Session:

Mr. Abare moved to enter non-public under RSA 91-A:3, II (i) - Emergency Function at 8:17 p.m. Ms. Cummings seconded the motion, which passed (5-0-0).

a. D. Greenwood - Aye
b. R. Cummings - Aye
c. G. Abare - Aye
d. K. Garcia - Aye
e. G. Smith - Aye

Non-Public Session:

The Board discussed Emergency Planning and a Memorandum of Understanding (MOU).

Adjourn Non-Public Session:

Mr. Abare moved to adjourn the non-public session at 8:58 p.m. Ms. Cummings seconded the motion. The motion passed (5-0-0).

Roll Call:

a. T. Bressette - Aye
b. D. Wilkerson - Aye
c. G. Abare - Aye
d. R. Cummings - Aye
e. D. Greenwood - Aye

Respectfully Submitted,
Matthew Sullivan
School Board Recording Secretary

PELHAM SCHOOL DISTRICT, SAU28

Professional Nomination

Academic Year: 2025-2026

School Board Meeting 04/16/2025

NAME	POSITION LOCATION	SALARY GRADE/STEP	POSITION ASSIGNMENT
Megan Beal	PES	$54,211 R4(MA), Step 8	Teacher