

# A Checklist To Ensure Meetings Are Compliant With The Right-to-Know Law During The State Of Emergency

As Chair of the Litchfield School Board, I find that due to the State of Emergency declared by the Governor as a result of the COVID-19 pandemic and in accordance with the Governor's Emergency Order #12 pursuant to Executive Order 2020-04, this public body is authorized to meet electronically.

Please note that there is no physical location to observe and listen contemporaneously to this meeting, which was authorized pursuant to the Governor's Emergency Order. However, in accordance with the Emergency Order, I am confirming that we are:

*a) Providing public access to the meeting by telephone, with additional access possibilities by video or other electronic means:*

We are utilizing Google Meet for this electronic meeting.<sup>1</sup> All members of the Litchfield School Board have the ability to communicate contemporaneously during this meeting through this platform, and the public has access to contemporaneously listen and, if necessary, participate in this meeting through dialing the following **phone # 1-877-309-2073, password 958-652-973**, or by clicking on the following website address: [Litchfield Community TV](#).

*b) Providing public notice of the necessary information for accessing the meeting:*

We previously gave notice to the public of the necessary information for accessing the meeting, including how to access the meeting telephonically. Instructions have also been provided on the website of the Litchfield School Board at: [School Board Agendas](#).

*c) Providing a mechanism for the public to alert the public body during the meeting if there are problems with access:*

If anybody has a problem, please email Christina Harrison at [charrison@litchfieldsd.org](mailto:charrison@litchfieldsd.org) or Michele E. Flynn at [meflynn@litchfieldsd.org](mailto:meflynn@litchfieldsd.org).

*d) Adjourning the meeting if the public is unable to access the meeting:*

In the event the public is unable to access the meeting, the meeting will be adjourned and rescheduled.

Please note that **all votes** that are taken during this meeting shall be done by **roll call vote**.

Let's start the meeting by taking a roll call attendance. When each member states their presence, please also state whether there is anyone in the room with you during this meeting, which is required under the Right-to-Know law.

<sup>1</sup> Many public bodies are utilizing video teleconferencing technology, such as Zoom, to ensure the electronic meeting comply with the Right-to-Know law and any applicable due process requirements. In certain circumstances, a regular business meeting of a public body may be conducted utilizing audio-only technology. If you have any questions about the appropriateness of the technology utilized to conduct your meeting, please consult your agency counsel or the Attorney General's Office.



# LITCHFIELD SCHOOL DISTRICT

School Administrative Unit #27

Office of the Superintendent

One Highlander Court

Litchfield, NH 03052

Phone: (603) 578-3570 - Fax: (603) 578-1267

Equal Opportunity Employer

Michael Jette, Ph.D.  
Superintendent  
mjette@litchfieldsd.org

Cory Izbicki  
Business Administrator  
cizbicki@litchfieldsd.org

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To: Litchfield School Board  
From: Hollie Falzone, Human Resources Director  
Date: July 7, 2020  
Subject: Teacher Resignations

Below is the number of teachers that resigned from the district at the end of each school year.

- 2013-2014 School Year: 10 Teachers
- 2014-2015 School Year: 7 Teachers
- 2015-2016 School Year: 11 Teachers
- 2016-2017 School Year: 7 Teachers
- 2017-2018 School Year: 6 Teachers
- 2018-2019 School Year: 13 Teachers
- 2019-2020 School Year: 10 Teachers

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**SPECIAL SERVICES  
MEMORANDUM**

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**TO:** LITCHFIELD SCHOOL BOARD  
**FROM:** DEVIN BANDURSKI, DIRECTOR OF SPECIAL SERVICES  
**SUBJECT:** INCREASE OF ELL TEACHING POSITION  
**DATE:** JULY 10, 2020  
**CC:** SUPERINTENDENT JETTE

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Attached you will find the 2020-2021 anticipated student need chart for our ELL population. The number of students requiring ELL services has increased over the years, however, it is the level of need that requires varying amounts of supports. Having an ELL teacher that isn't full time is not conducive to supporting the level of need of our students in varying schools and consulting with staff. I'm requesting that we increase the ELL Teaching position from .75 to 1.0. Listed below will be the fiscal impact for the 2020-2021 school year should she take benefits.

<b>Teacher</b>	<b>Additional Salary Cost</b>	<b>Additional Cost of Benefits (if taken)</b>	<b>Total</b>
Virginia Hennighausen	\$ 13,911.50	\$ 13,155.00	\$ 27,066.50

**ELL Student Need  
2020-2021**

<b>Student Name</b>	<b>Grade</b>	<b>Level of Need</b>	<b>Individual or Group</b>	<b>Current Service Provision</b>	<b>Is the Current Service Provision Adequate?</b>	<b>If not, what is needed?</b>
Student 1	GMS	Entering	Individual	4 times a week 30 mins	?	May need to be adjusted once progress monitored
Student 2	GMS	Emerging	Individual	4 times a week 30 mins	?	May need to be adjusted once progress monitored
Student 3	GMS	Developing	Individual	3 times 30 mins	?	May need to be adjusted once progress monitored
Student 4	GMS	Entering	Individual	5 times a week 30 minutes	?	May need to be adjusted once progress monitored
Student 5	GMS	Developing	Individual push-in	3 times a week 30 mins	Yes	
Student 6	LMS	Emerging	?	1 hr per day	Yes	
Student 7	LMS	Emerging	?	1 hr per day	Yes	
Student 8	LMS	Bridging	Individual	30 mins a week	yes	
Student 9	LMS	Bridging	Monitor status	n/a	Yes	
Student 10	LMS	Developing	Individual	3 times a week 30 mins	?	May need to be adjusted once progress monitored
Student 11	GMS					New to GMS will be screened in September



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Equal Opportunity Employer

Michael Jette, Ph.D.

- *Superintendent of Schools*

Cory Izbicki

- *Business Services*

Mary Widman

- *Curriculum, Instruction & Assessment*

Hollie Falzone

- *Human Resources*

July 13, 2020

**To: The Members of the Litchfield School Board  
Superintendent Mike Jette**

**From: Cory Izbicki, Business Administrator**

**Subject: FY21 One Time State Funding**

On Monday July 13, 2020 we had a meeting with Attorney Diane Gorrow from Soule, Leslie, Kidder regarding the one time funding that is to be received from the State of New Hampshire during the 2020-2021 School Year. The amount of the funding was estimated to be \$666,738 which is subject to change. I have reached out to Matthew Welch with the NH DOE to determine if this amount remains the same or has been adjusted. Expenditure of these funds will require some additional work on the part of the School District and the School Board, without which, the District will have to return to the taxpayers to offset the calendar year 2021 tax rate:

- One Time State funding was not appropriated in the FY21 budget that was approved in March 2020, per RSA 197:3a, in order to expend the funds, we will have to do the following:
  - Write a warrant article revisiting Warrant Article #5 (draft will be provided at or before Wednesday night's meeting) from the 2020 election, revisiting the establishment of the Capital Improvement expendable trust fund, authorizing the transfer of funds received from the State to that expendable trust.
  - Consult with the Budget Committee at their August 27th meeting, notifying them of the intent to hold a public hearing and special meeting to appropriate these funds. Attorney Gorrow is researching the need for Budget Committee recommendations in this scenario.
  - Per the RSA, the governing body (School Board) has the authority to "call a special meeting of the legislative body in order to consider a reduction, rescission, or increase of appropriations made at an annual meeting."
    - Warrant Article #5 would apply, as it was voter approved.
  - Per the RSA, this consideration can be done in a single session (much like a traditional Town Meeting) and is not subject to the Use of Official Ballot provisions of RSA 40:13.
  - According to Attorney Gorrow, this full process would take about 3 weeks, as the posting process will have to be completed and a public hearing will need to be held two weeks prior to the special meeting. A tentative schedule of dates has been provided.

Respectfully Submitted,  
Cory Izbicki  
Business Administrator

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## LITCHFIELD SCHOOL BOARD

Litchfield, New Hampshire 03052

**B. Bourque, Chair**  
**C. Harrison, Vice Chair**  
*School Board Edition*

**Draft Minutes for June 17, 2020**

**Location: Town Hall & Remote Locations**

### **In attendance:**

B Bourque, Chair (Litchfield Town Hall)  
 C Harrison, Vice Chair (Remote from Home)  
 E MacDonald, Board Member (Remote from Home)  
 R Meyers, Board Member (Remote from Home)  
 T Hershberger, Board Member (Remote from Home)  
 Dr. Michael Jette, Superintendent (Litchfield Town Hall)  
 Cory Izbicki, Business Administrator (Remote from Home)  
 Mary Widman, Director of Curriculum, Instruction & Assessment  
 Michele E. Flynn, Administrative Assistant (Remote from Home)

*In an effort to help slow down or stop the spread of the Novel Coronavirus (COVID-19), the School Board has implemented social distancing. We are following Governor Sununu's [Emergency Order #12](#) related to public meetings. Therefore, the town hall will be closed to the public and only 3 people will be in the physical presence. The meeting will be broadcast live on Litchfield TV, and a phone number will be provided for the public to call and listen to the meeting. Public comments, including concerns about accessing the meeting, must be sent via email to Christina Harrison, School Board Vice-Chair, at [charrison@litchfieldsd.org](mailto:charrison@litchfieldsd.org), and Michele E. Flynn, Administrative Assistant, at [meflynn@litchfieldsd.org](mailto:meflynn@litchfieldsd.org).*

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**PUBLIC CALL IN NUMBER: 1-866-899-4679**

**ACCESS CODE: 964-963-469**

**I. NON-PUBLIC SESSION: RSA 91-A:3II (a-c)**

**4:00 p.m.**

*[Minutes of Non-Public Session are written under separate cover.]*

***The School Board entered into non-public session at 4:15 p.m. under RSA 91-A:3II (a) The dismissal, promotion or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him, 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 affect adversely the reputation of any person, other than a member of the body or agency itself, unless such person requests an open meeting.***

**II. PUBLIC SESSION**

**A. Call to Order - Board Chair's Statement**

Mr. Bourque called the meeting to order at 5:20 p.m.

Mr. Bourque took attendance by roll call: Mr. Bourque, present; Mrs. Harrison, present; Mrs. MacDonald, present; Mr. Meyers, present; Mrs. Hershberger, present.

**B. Pledge of Allegiance**

**C. Review & Revision of Agenda**

**D. Summary of Non-Public Actions from June 3, 2020:**

*The draft minutes require approval from the School Board. Mr. Meyers made a motion to approve the non-public minutes of May 20, 2020. Mrs. MacDonald seconded. The motion carried by roll call vote: Mr. Bourque, yes; Mrs. Harrison, yes; Mr. Meyers, yes; Mrs. MacDonald, yes.*

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*Mrs. Harrison made a motion to accept the nomination of Rebecca Smith as a Grade 3 Teacher at GMS for a salary of \$46,369 for the 2020-2021 year. Mrs. MacDonald seconded. The motion carried by roll call vote: Mr. Bourque, yes; Mrs. Harrison, yes; Mr. Meyers, yes; Mrs. MacDonald, yes; Mrs. Hershberger, yes.*

*Mrs. MacDonald made a motion to accept the nomination of Jonathan Bennett as a CHS Special Education Teacher for a salary of \$51,594 for the 2020-2021 year. Mr. Meyers seconded. The motion carried by roll call vote: Mr. Bourque, yes; Mrs. Harrison, yes; Mr. Meyers, yes; Mrs. MacDonald, yes; Mrs. Hershberger, yes.*

#### **E. Presentations and Recognitions**

##### **● Retirement Acknowledgements**

The School Board acknowledged the following retirees from the Litchfield School District:

Scott Thompson, Mary Cummings, Jill DesLauriers, Jocelyn Robinson, Paula Cullen Kent, Dennis Perreault, Kim Nolan. He explained typically they will have a Retirement Tea, but with the COVID-19 closure that was not possible. Their years of service in Litchfield are being honored at this meeting. Principals and Dr. Jette provided background information regarding the level of service and dedication they have given to our district.

#### **F. Correspondence**

Mrs. Harrison reported that correspondence was received from Jill Osmore, 34 Page Road, with regard to the gardens at GMS that have been cared for by her family for the last five years. She indicated that her family has also performed clean up of the gardens in the fall. She claimed that the district grounds crew does not maintain the gardens at all and expects her family to do it. She indicated that she was writing to inform the district that her family will no longer be able to carry out the task since her last child has left GMS. She commented that maintaining the garden beds are the responsibility of the grounds crew.

Mrs. MacDonald commented that she planted the butterfly garden several years ago and the grounds crew asked her to perform the upkeep of it. She indicated that she passed to the task to Mrs. Osmore to maintain the butterfly garden only and does not understand why all the garden beds were done. She noted that the grounds crew always maintained the grounds and garden beds with the exception of the butterfly garden.

Mr. Izbicki indicated he has no knowledge of what Mrs. Osmore is claiming, but will look into it. He commented maintenance of the grounds, including the garden beds, is the job of the grounds staff.

Mr. Bourque commented if someone has a passion for doing the garden beds they are welcome to do it, but there is no expectation from the district or the Board. Mrs. Harrison agreed with Mrs. Osmore that it is the district's responsibility.

#### **G. Comments:**

##### **● Superintendent's Comments**

Dr. Jette updated the Board on various topics and provide responses to Board inquiries:

##### **o CHS Parking Refunds**

Dr. Jette reported he met with Mr. Izbicki and Mr. Lonergan and spoke with Ms. Ayer about the process that is in place for parking fees. He indicated that it was determined that refunds are subject to the date the person signed up for the permit. He noted that Ms. Ayer will be issuing the refunds and the credits to students for next year.

##### **o GMS Enrollment**

Dr. Jette indicated that registrations for Kindergarten are now at 65; registrations for Grade 1 are at 80 and enrollment for Grade 2 is at 92, which is 1 less student than reported on June 3.

##### **o 2020 Graduation Report**

Dr. Jette commented that he and Mrs. Flynn were reviewing the graduation report and discussing the lower number of graduates that are entering college. He indicated that COVID-19 is a factor, as well as the higher number of students entering the military. He reported there were 104 graduates at CHS and the ceremony was very successful, thanks to the community effort.

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Dr. Jette indicated that the ceremony was streamed live and graduates were responsible and respectful, and upheld the requirements for the guidelines for graduation. He noted it was a great night.

- **School Board Comments**

- **Message of Unity Discussion and Resources Disclosure**

Dr. Jette disclosed that there was a discussion with Board members regarding the message of unity that went out into the community, which resulted in a quorum of the Board. He indicated there was a resource list that was linked to the message, which caused some concern in the community. He explained that the district was simply pointing to these resources for people to learn more about it. He noted the Board did discuss that sharing resources is important to do as a district.

Mr. Meyers commented that a former student posted something locally that was not addressed with regard to a graduate that posted about his experience.

Dr. Jette indicated Mr. Perez has reached out to that graduate to address the issue. He commented that he will meet with the administration to put measures in place so that everyone feels accepted when entering our buildings.

Mr. Bourque mentioned that prior to the meeting he heard from Steve Webber, Select Board Chair, regarding the opening of the playground at GMS. Mr. Bourque believes it is time to reopen the playground. He indicated there are different options to sanitize the equipment daily or people can enter at their own risk. He commented children need to be outdoors, playing and moving.

Mrs. MacDonald expressed support for opening the playground as an ‘enter at your own risk’ venue.

Mr. Bourque suggested opening the fields to the public as well with signs up to enter at your own risk.

Mr. Izbicki indicated that he was in support of the signage of risk on the property. He commented the town provided examples of what other towns are using on their grounds.

***Mrs. Harrison made a motion to reopen the GMS playground, fields at all schools and district grounds to the community for use at their own risk, effective June 22, 2020. Mr. Bourque seconded. The motion carried by roll call vote: Mr. Bourque, yes; Mrs. Harrison, yes; Mr. Meyers, yes; Mrs. MacDonald, yes; Mrs. Hershberger, yes.***

#### **H. Community Forum**

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Mary Cummings, GMS Guidance Counselor, thanked the Board for the retirement acknowledgements and the gifts to retirees. She expressed that she was honored to be a teacher in the district.

### **III. GENERAL BUSINESS**

#### **A. Public Minutes:**

- **June 3, 2020**



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*Mrs. MacDonald made a motion to approve the public minutes of June 3, 2020. Mrs. Harrison seconded. The motion carried by roll call vote: Mr. Bourque, yes; Mrs. Harrison, yes; Mr. Meyers, yes; Mrs. MacDonald, yes; Mrs. Hershberger, yes.*

#### **B. Budget Transfers**

*Mrs. Hershberger made a motion to approve the budget transfers from March through June 2020. Mr. Meyers seconded. The motion carried by roll call vote: Mr. Bourque, yes; Mrs. Harrison, yes; Mr. Meyers, yes; Mrs. MacDonald, yes; Mrs. Hershberger, yes.*

### **IV. REPORTS**

#### **A. Curriculum Report**

Ms. Widman provided the curriculum report to the Board. She reported that she ran two sessions of professional development around remote instruction and teachers made time to incorporate the training into their lessons. 55 staff members participated in the training. Professional development opportunities also included PowerSchool training, High School ELA and Social Studies; Instructional training: using formative assessments and writing performances; competency based grading; Technology training: Kami and Discovery Education; webinars on Demonstrated Success and NEASC. 215 members participated in these time specific sessions. She reported over 100 independent proposals were submitted, which included getting Google certified, attending virtual AP training, creating hyperdocs for units that could be used in house or remotely, and exploring more around SEL and trauma informed instruction. She indicated as we transition back to next year we will follow up and debrief, but the feedback from staff is for more technology training.

Mrs. Hershberger asked if Ms. Widman could share what the teachers learned from these sessions.

Ms. Widman indicated that she and Mr. Pelletier ran concurrent sessions, which would be very long to report on.

Mr. Pelletier commented that there were recurring concerns about the consistency of devices students are using and a lot of time was spent on providing tech support in navigation by teachers for students.

Dr. Jette commented figuring out what the end of the school year would look like was an anxious situation, but we wanted to be sure to provide meaningful professional development for our teachers. He indicated that it is not known what next year will look like; however, teachers were happy with the professional development that Ms. Widman developed.

#### ● **Extended Learning Opportunities Report**

Dr. Jette indicated that Julie Green, CHS Librarian, would provide a report on Extended Learning Opportunities.

Ms. Green provided a short presentation for the Board:

Extended Learning Opportunities help students acquire knowledge, skills and experience outside the traditional classroom.

- Developing a Knowledge Base:
  - Ms. Green attended 5 NH ELON meetings in Concord and 1 Virtual meeting
  - Gained an understanding of the NH laws and procedures for ELO's
  - Met with the administration to discuss, problem solve and seek ways to move ELO forward
  - Students presented their ELO stories at the meetings
  - A website will be developed for students and staff where everything regarding ELOs will be found in one place
- ELOs 2019-2020:
  - Robotics competition was cancelled due to COVID-19
  - 1 student chose to go for ½ credit
  - 10 students were hoping to have the hours, but chose to wait until next year
- Community Connections: (for ELOs for CHS)
  - Continental Hair School will provide the potential for students interested to gain an understanding of Cosmetology
  - Silvertex will provide the potential for mentoring and visits

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- Hurdles to Overcome and Solutions:
  - Student Understanding of ELO
    - Website and promotion of program in Guidance
  - Sophomore & Senior Projects
    - ELO programs are very similar
    - Students available time is limited
  - Local Businesses
    - Not many in Litchfield, but every business spoken with is excited about the potential
- Next Steps:
  - Work with NH DOE and NH ELON to develop a clear process
  - Bring together student and staff to allow students to take control of their learning
  - Promote the various opportunities to students
  - Find opportunities based on student interests.

Mr. Meyers asked if it will affect a student's GPA and if it will count for credit.

Dr. Jette commented that when looking back, this got very confused because everything was thrown in. He indicated we would like to try to make this more definitive and design something that is more effective and streamlined for students.

Ms. Green indicated the key point is to provide a presentation to incoming freshmen to showcase the different opportunities. She commented there was so much confusion with all the different things, even in our meetings with the Commissioner. She noted students were counting their sophomore and senior projects as ELOs. Ms. Green commented up until now ELOs have been graded as pass or fail. She explained to count for credit teachers have to be involved and assign a number value for a grade.

Ms. Widman noted the teacher has to be certified in that area to assess the student for that competency. She reported she will be meeting with Heather Murray on Friday to discuss some of the policies around that area.

Mr. Lonergan commented that Mrs. Callinan is addressing some of those opportunities, such as work studies and co-ops. He asked Ms. Widman to reach out to her.

Ms. Green indicated that students are limited for time because they are quite busy. She commented that they will look at different ways to provide those opportunities for students. She noted local businesses have been excited to offer that opportunity, but the challenge is to have the students who are interested. She indicated she will work with the Rotary and Lions Club to help make connections toward different businesses.

Mrs. Hershberger suggested reaching out to Nathalie Hirte and Sue Jozitis as resources in the community since they have some connections. She thanked Ms. Green for her research into these opportunities.

- **Curriculum Resources Request**

Ms. Widman presented a curriculum resource request for AP Chemistry II. The resource requested is a workbook for the students that has been recommended by the College Board. The cost is \$28 per student and she asked Mrs. Ray to get a quote for 15 workbooks.

***Mrs. Harrison made a motion to approve the request to purchase AP Chemistry workbooks for AP Chemistry II. Mrs. MacDonald seconded. The motion carried by roll call vote: Mr. Bourque, yes; Mrs. Harrison, yes; Mr. Meyers, yes; Mrs. MacDonald, yes; Mrs. Hershberger, yes.***

**B. Business Administrators Report**

With reference to budget transfers, Mr. Izbicki pointed out that money was transferred from another account to purchase a carpet machine at the end of April because the existing one was not functioning. He indicated that the amount should be removed from the end of year purchases that will be presented this evening.

- **June 17, 2020**

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Mr. Izbicki presented the June 17, 2020 financial report to the Board. He provided a list of encumbrances for items that were budgeted for FY21:

- \$3,225 Cafeteria Painting at CHS
- \$6,050 Discovery Education renewal
- \$2,414 FACS textbooks
- \$3,271 Performance Plus renewal.

He reported that a deep deficit is expected in Food Services due to the decrease in revenues from the COVID-19 shutdown.

Mr. Bourque asked for the amount of the loss and if the deficit will be offset.

Mr. Izbicki indicated that the net loss in Food Services is \$125,000.

Mr. Bourque asked for the amount of loss before COVID-19.

Mr. Izbicki indicated it was in the \$38,000 range. He reported he reached out to Peter Curro, Londonderry Business Administrator, Goffstown Food Services, and Deb Mahoney, Pelham Business Administrator regarding losses in food services in those districts and they agreed that Litchfield is not unique in that respect. He noted the Goffstown School Board voted to subsidize food services in their district. He mentioned that revenues are down statewide and there are many variables to consider. He commented there is a possibility this situation will carry into the following year.

Mrs. Harrison asked about food service staff salaries.

Mr. Izbicki indicated all staff members except four stayed on and worked in the district in one form or another. He indicated he will be meeting with the Food Services Director to discuss ways to limit the impact.

Mr. Izbicki reported that:

- \$734,500 of the year end fund balance will be returned to the town to offset taxes and stabilize the tax rate
- \$219,000 will be used to fund warrant articles for capital reserve funds and expendable trust funds
- \$189,642 of the funds will be encumbered per a list provided for year end spending
- \$186,645 of the funds will be encumbered to use toward the LMS canopy project.

- **End of Year Encumbrances/Purchases**

Mr. Izbicki provided a list of year end encumbrances and items to purchase ahead for FY21 to the Board. These items include some equipment purchases for facilities; exterior door locks for all three schools; LMS locker room floor replacement; LMS canopy project; cafeteria painting and walk in shelving replacement (food service); CHS dugout roof replacements; CHS north end walkway repair; GMS swingset (old one is not safe); textbooks for FACS and AP Chemistry; Software renewals; additional fifth third grade class furniture and expansion of chromebooks; replica jerseys for graduating spring athletes; golf team polos/hats; cross country uniforms; coaches' gear; mobile bleachers; individual championship banners for CHS. Warrant articles passed for rekey/recore LMS doors and for barricade system for GMS are also included.

Mrs. Harrison commented that there is nothing listed for touchless items for the opening of schools.

Mr. Izbicki indicated that the cost for touchless items (soap dispensers, paper towel dispensers and touchless faucets) is approximately \$140,000 and require much maintenance and many battery changes. He indicated that to install touchless toilets, the bathrooms at GMS would have to be retrofitted.

The Board agreed that they were not in support of purchasing touchless toilets and urinals as the cost would be too great.

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Mr. Bourque commented we have saved enough money to purchase those items now, but suggested to wait to see what guidance comes from the reopening task force.

Mr. Izbicki commented that we will have a better idea of what we can use to pay for those items through the guidance provided by the State task force.

Mrs. Hershberger commented that guidance will not be coming until July and it will take some time to get those items implemented. She asked about portable hand washing stations that she suggested at the previous meeting.

Mr. Izbicki indicated that they can freeze in the winter and there is no place to drain them. He noted they provide a lot of challenges.

Dr. Jette commented we are assuming students are coming from the playground right into the cafe and that may not be the case. He indicated there is much to consider and there is a training component for the students.

When referring to the year end spending list, Mr. Meyers commented that the Board cut \$6,000 for the individual championship banners in the FY21 budget and \$10,000 has been placed in the year end spending list. He indicated he is not comfortable with that. Mrs. Harrison and Mrs. Hershberger agreed.

***Mr. Meyers made a motion to remove \$10,000 for individual championship banners from the FY20 year end spending list. Mrs. Hershberger seconded. The motion carried by roll call vote: Mr. Bourque, yes; Mrs. Harrison, yes; Mr. Meyers, yes; Mrs. MacDonald, yes; Mrs. Hershberger, yes.***

Mr. Izbicki reviewed the amount that will be used from FY20 fund balance to pay for year end purchases, projects and FY21 budget items, minus \$10,000 for the championship banners and \$2,850 for the auto scrubber already purchased: \$363,437.

Mrs. Harrison asked about the chromebook expansion at GMS. She commented that it was her understanding the goal was that chromebooks would go to grades 1 and 2 since students in grades 3 and 4 have chromebooks.

Dr. Jette indicated the chromebook expansion will cost \$17,800. He explained that the model will be a 2:1 model for the third grade and the third grade cart can be used for grades 1 and 2.

Mrs. Harrison asked about the year end fund balance projection and if we are confident that what is listed to spend ahead for next year is enough.

Mr. Izbicki indicated that the FY20 end of year projection is \$1.33M, but there are still two weeks left in the month. He noted that \$734,500 will be returned to stabilize the tax rate because we are not sure how long the coronavirus situation will last.

***Mr. Meyers made a motion to approve the use of FY20 year end funds from the general fund balance in the amount of \$363,437 for FY20 year end spending. Mrs. MacDonald seconded. The motion carried by roll call vote: Mr. Bourque, yes; Mrs. Harrison, yes; Mr. Meyers, yes; Mrs. MacDonald, yes; Mrs. Hershberger, yes.***

- LMS Canopy Pricing Set
- RFP LMS Canopy / Security Project

Mr. Izbicki provided a copy of the Request for Proposals for the LMS canopy and security project, as well as a pricing set provided by Dave Ely of Windy Hill Associates. He indicated there have not been any bids submitted

at

this time, but he expects to receive a bid from the original contractor that provided the estimate of \$317,000 for the project. He noted there was an inquiry from a contractor in Gilford. Mr. Izbicki indicated that he is working with Dave Ely who will field questions throughout the process and will work with us through the project as well.

- Energy Contract

*Our mission is to provide rigorous and varied educational opportunities that challenge and engage all students to attain their highest level of intellectual, social, physical, and emotional growth. (2007)*

Mr. Izbicki provided a copy of the Energy contract to the Board. He reported that the district will be working with

Dick Henry of DDH Energy Consulting and Dave Ely (Windy Hill Associates) on the district energy assessment and funding options, which will be performed over the summer months.

### **C. Dining Report June 2020**

The end of year Food Services dining report was provided to the Board.

- **Food Services Expansion**

Mr. Izbicki commented as part of the school shut down due to the pandemic, all meals from food services were prepared and provided out of the high school. During that time, Mr. Izbicki indicated Ms. Crowley was also serving breakfast meals. He provided a proposal from Ms. Crowley to expand breakfast for GMS and LMS, which will be a hot and cold grab and go option. He indicated it is an opportunity to generate more revenue at no additional cost in salaries.

Mrs. MacDonald was concerned that children will be rushing to get breakfast and get to class in the middle school because they do not open until 7:30 a.m.

Mr. Bourque asked where the children will eat their breakfast.

Mr. Izbicki indicated that they will most likely be eating in class; however, there needs to be further discussion on that. He believes that when school reopens we will see many meals being eaten in classrooms.

Mr. Bourque commented that when you consider the time it will take for a first grader to open their milk and eat their breakfast, it will be challenging to determine how to implement it.

Mr. Izbicki indicated this is just the initial proposal as more discussion is needed.

Mrs. Hershberger asked if there are any up front costs to start. Mr. Izbicki indicated there are no up front costs as we just add it to our application and begin serving.

- **Food Service Revenue Comparisons**
- **Food Service Expenditure Comparisons**

Mr. Izbicki provided additional revenue and expenditure comparisons for Food Services for the Board to review with the end of year dining report.

### **D. Committee Reports**

Mr. Bourque reported the Town Capital Improvement Planning Committee met on June 15. The Fire Department and Police Department presented their capital improvement projects. The Fire Department has listed two new fire truck purchases: one in 2021 for \$662,000 and one in 2022 for \$623,000, both of which will be lease purchases. The Police Department has listed an addition to the new fire station for a new police station consisting of 10,400 sf and a cost of approximately \$6M. The Conservation Commission has listed additional land purchases and requested \$2M in additional funds.

Mrs. Harrison asked if they discussed if the town would purchase GMS to use for a community center.

Mr. Bourque reported they discussed using the police station for a community center and that the Cable Committee has interest in that part of the town hall, which will be discussed at their next meeting.

## **V. OLD BUSINESS**

### **A. Coronavirus Review and Update**

- **Fall School Reopening Plans Update**
  - **Draft Reopening Taskforce**

***Our mission is to provide rigorous and varied educational opportunities that challenge and engage all students to attain their highest level of intellectual, social, physical, and emotional growth. (2007)***

Dr. Jette reported that the Reopening Task Force oversight group met on Monday and discussed membership for subgroups. It is anticipated that students, parents and staff will receive invites at the end of the week along with a schedule for meetings.

- **Reopening Plan School Staff**

Dr. Jette indicated that the district will use the plan the Town is using for reopening offices at the Town Hall, which will be modified for the school district. He noted the office will open after the July 4 holiday.

Dr. Jette commented this plan is similar to practices we have been using during the pandemic, but would now require for masks to be worn in lobbies, common areas and hallways.

Mrs. Harrison asked if employees will be required to wear masks all the time.

Dr. Jette indicated masks will be worn when entering the building and can be taken off when staff is in their own office, but will be worn when meeting with other staff members or visitors. He explained when a visitor comes to the school building, the receptionist will wear a mask when greeting the person and have them wait in the secure vestibule. He mentioned that installing shields in some open areas was discussed.

Mrs. Hershberger asked if employees will still be required to complete a questionnaire when entering the building and at the end of their shifts.

Dr. Jette commented that we ask our staff who are in the building daily to complete the questionnaire at the end of the shift as well as prior to the shift in the event an employee spikes a fever during their shift.

Mrs. Harrison suggested using a form with a QR code that people can scan with their phones.

Dr. Jette indicated that some people were concerned about entering their information digitally and asked that a hard copy be available.

***Mr. Bourque made a motion to approve the school offices and SAU operations reopening plan during the COVID-19 pandemic. Mr. Meyers seconded. The motion carried by roll call vote: Mr. Bourque, yes; Mrs. Harrison, yes; Mr. Meyers, yes; Mrs. MacDonald, yes; Mrs. Hershberger, yes.***

## **VI. NEW BUSINESS**

### **A. Policies:**

- **Annual Re-Approval:**

- **DFA, Investments**

The district Investments policy is required to be approved by the School Board annually.

***Mrs. Harrison made a motion to approve Policy DFA, Investments. Mr. Bourque seconded. The motion carried by roll call vote: Mr. Bourque, yes; Mrs. Harrison, yes; Mr. Meyers, yes; Mrs. MacDonald, yes; Mrs. Hershberger, yes.***

- **Re-Approval:**

In an attempt to update the District Policy Manual, policies are being reviewed and vetted for presentation to the School Board at future meetings. A schedule has been developed to review and track the progress of each Section. Policies will be scheduled on a monthly basis for reapproval, revision and review/approval by the School Board..

- **AA, School District Legal Status**
- **ABA, Community Involvement in Decision Making**
- **ABAA, Volunteer Involvement**
- **ABB, Staff Involvement in Decision Making**
- **ABC, Student Involvement in Decision Making**
- **ACE, Non-Discrimination of Handicapped Persons**
- **AD, Educational Philosophy**
- **AE, Accountability**

***Our mission is to provide rigorous and varied educational opportunities that challenge and engage all students to attain their highest level of intellectual, social, physical, and emotional growth. (2007)***

The policies listed above were thoroughly reviewed with policy updates through the NHSBA. These policies have not changed and require re-approval of the Board. The policy design template has been upgraded. Dr. Jette asked the Board to re-approve the policies presented from Section A of the district policy manual.

***Mr. Bourque made a motion to approve policies AA, ABA, ABAA, ABB, ABC, ACE, AD and AE. Mrs. Harrison seconded. The motion carried by roll call vote: Mr. Bourque, yes; Mrs. Harrison, yes; Mr. Meyers, yes; Mrs. MacDonald, yes; Mrs. Hershberger, yes.***

- **Review:**

Dr. Jette indicated that three policies from Section A of the district policy manual were rewritten due to changes in the laws. These policies would be required to go through the official approval process. He asked Mrs. Flynn to explain to the Board the reasons for the policy rewrites.

- **AC/AC-R, Non-Discrimination and Policy Notes**

Mrs. Flynn explained Policy AC was revised to reflect the passage of SB263 in 2019, which identifies education as a civil right protected under RSA 354-A and clarifies the list of classes protected against discrimination under the state law. She noted the policy now explains the specific right of claimants or the state Attorney General's office to bring discrimination complaints to the NH Human Rights Commission and Superior Court, and requires each district to adopt a policy for developing a coordinated plan to address these incidents. She indicated the law also requires districts to name the Human Rights Coordinator, Title IX Coordinator and 504 Coordinator as well as develop an Anti-Discrimination Plan.

***Mrs. Harrison made a motion to approve policy AC/AC-R, Non-Discrimination, for a 1st Reading. Mrs. MacDonald seconded. The motion carried by roll call vote: Mr. Bourque, yes; Mrs. Harrison, yes; Mr. Meyers, yes; Mrs. MacDonald, yes; Mrs. Hershberger, yes.***

- **ADB/GBEC, Drug Free Workplace & Drug Free Schools and Policy Notes**

Mrs. Flynn explained that the Drug Free Workplace policy has now been combined with the Drug Free Schools policy and updated to more accurately reflect the requirements of the Federal law that includes the provision that organizations covered by the act establish a drug free awareness program, and to clarify the obligations of the Superintendent under the NH Drug Free Schools Zone law.

***Mrs. Hershberger made a motion to approve policy ADB/GBEC, Drug Free Workplace & Drug Free Schools, for a 1st Reading. Mrs. Harrison seconded. The motion carried by roll call vote: Mr. Bourque, yes; Mrs. Harrison, yes; Mr. Meyers, yes; Mrs. MacDonald, yes; Mrs. Hershberger, yes.***

- **ADC, Prohibition of the Use & Possession of Tobacco Products In/On School Facilities & Grounds and Policy Notes**

Mrs. Flynn explained that the Prohibition of the Use and Possession of Tobacco Products policy has been updated in response to HB 511, which expands definitions of prohibited electronic devices whether for tobacco or cannabis (vaping, etc.).

***Mrs. Hershberger made a motion to approve policy ADC, Prohibition of the Use & Possession of Tobacco Products In/On Facilities & Grounds, for a 1st Reading. Mrs. MacDonald seconded. The motion carried by roll call vote: Mr. Bourque, yes; Mrs. Harrison, yes; Mr. Meyers, yes; Mrs. MacDonald, yes; Mrs. Hershberger, yes.***

**VII. MANIFEST**

Dr. Jette indicated that the manifest will be available at CHS for School Board members to review and sign.

**VIII. PUBLIC INPUT**

A. Community Forum  
There was no public input.

**IX. NON-PUBLIC SESSION: RSA 91-A:3II (a-c)**

*[Minutes of Non-Public Session are written under separate cover.]*

*Our mission is to provide rigorous and varied educational opportunities that challenge and engage all students to attain their highest level of intellectual, social, physical, and emotional growth. (2007)*

*Upon a motion made by Mr. Bourque, the Board entered into non-public session at 8:36 p.m. under RSA 91-A:3II (a) The dismissal, promotion or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him, 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 affect adversely the reputation of any person, other than a member of the body or agency itself, unless such person requests an open meeting. Mrs. Hershberger seconded. The motion carried by roll call vote: Mr. Bourque, yes; Mrs. Harrison, yes; Mrs. MacDonald, yes; Mr. Meyers, yes; Mrs. Hershberger, yes.*

**X. RETURN TO PUBLIC SESSION**

*Due to the emergency rules in place, The board will not conduct additional meeting items following the non-public session. Once the vote to come out of non-public session is approved, the board will immediately adjourn the meeting.*

*Upon a motion made by Mr. Bourque, the Board returned to public session at 9:04 p.m. Mrs. Harrison seconded. The motion carried by roll call vote: Mr. Bourque, yes; Mrs. Harrison, yes; Mrs. MacDonald, yes; Mr. Meyers, yes; Mrs. Hershberger, yes.*

**XI. ADJOURN**

*Mr. Bourque made a motion to adjourn the meeting at 9:05 p.m. Mrs. MacDonald seconded. The motion carried by roll call vote: Mr. Bourque, yes; Mrs. Harrison, yes; Mrs. MacDonald, yes; Mr. Meyers, yes; Mrs. Hershberger, yes.*

Respectfully submitted,

Michele E. Flynn  
Administrative Assistant to the School Board





# LITCHFIELD SCHOOL DISTRICT

School Administrative Unit #27

One Highlander Court

Litchfield, NH 03052

Phone: (603) 578-3570 & Fax: (603) 578-1267

Equal Opportunity Employer

Michael Jette, Ph.D.

- *Superintendent of Schools*

Cory Izbicki

- *Business Services*

Mary Widman

- *Curriculum, Instruction & Assessment*

Hollie Falzone

- *Human Resources*

July 9, 2020

**To: The Members of the Litchfield School Board  
Superintendent Mike Jette**

**From: Cory Izbicki, Business Administrator**

**Subject: Year End BA Report and Operational Update**

The purpose of this monthly report is to update the School Board regarding day to day and ongoing operations that would be of particular note.

**FY20 Encumbrance Listing:**

- Please see included listing of year end encumbrances and encumbrance activity. Please note that the sheet is broken down into two sections: Board Approved and Encumbered through purchase order. The total amount has been reconciled to the general ledger and the financial statements included with this report.

**LMS Canopy:**

- Construction proposals are due to the SAU and the Architect by Friday July 10 at 3pm. The original deadline was extended due to a delay in completion of the construction documents and specifications. Additional information will be available at the July 15 meeting.

**Energy Efficiency Project:**

- Mike, Dave Ross, and myself have to date met with Dick Henry and David Ely on two occasions. Intention is to continue to meet with them on a biweekly basis to discuss progress on the energy efficiency project.
- Eversource bills for an extended period of time were provided to Dick Henry for analysis. A mechanical engineer will now start reviewing the buildings to begin to determine what will need to be done in order to bring the ventilation and hvac up to current code (State code, which was adopted from the National Code).
- We will be acquiring equipment to further analyze electrical usage at all three buildings, Dave Ross will help to identify areas of concern and high usage in order to determine where problem areas are in order to make the correct adjustments or repairs.

**FY20 Unaudited Financials Statements:**

- Unaudited Financial Statements for June 30, 2020 have been provided for review. I will be using this information to begin drafting the NH-DOE 25 and MS-25 that is due by September 1, 2020.
- An updated tax rate estimate for the fall has been included based on the actual final revenues and expenditures for FY20. The amount available to return to offset taxes is \$597,399.
  - With the amount returned it is anticipated that there will be a \$0.13 (0.85%) increase in the local education tax rate. On homes valued 200K to 450k the impact per \$1k in value will range from \$26.08 to \$58.68.
- Plodzick and Sanderson will be in for audit field work the last week of July.

Respectfully Submitted,  
Cory Izbicki  
Business Administrator

General Fund Balance Sheet - June 30, 2020 (UNAUDITED)					
<b>Assets:</b>					
Cash					1,625,558
Receivables:					
Accounts					13,864
Intergovernmental					385,192
Interfund receivables					17,802
Prepaid Item					-
Total Assets					<b>2,042,416</b>
<b>Liabilities:</b>					
Accounts Payable					55,520
Accrued Salaries and Benefits					649,654
Deferred Revenue					11,121
Interfund payable					154,160
Total Liabilities					<b>870,454</b>
<b>Fund Balances:</b>					
Restricted					-
Committed Fund Balance					-
Warrant Article 3 - Class Size Reduction ETF			99,000		
Warrant Article 4 - Special Education CRF			50,000		
Warrant Article 5 - Capital Improvement ETF			70,000		
Total Committed Fund Balance				219,000	
Assigned Fund Balance - Encumbrances (listing)			168,917		
Assigned Fund Balance - Encumbrances (Canopy)			186,645		
				355,562	
Unassigned Fund Balance				597,399	
Total Fund Balance				<b>1,171,961</b>	
<b>Total Liabilities and Fund Balance</b>					<b>2,042,416</b>
<b>Revenues, Expenditures and Change in Fund Balance - June 30, 2020 (UNAUDITED)</b>					
<b>Revenues:</b>					
School District Assessment					14,034,770
Other Local					61,544
State					7,715,941
Federal					22,378
Transfer from other funds					
				Total Revenues	<b>21,834,632</b>
<b>Expenditures:</b>					
Current:					
Instruction					12,321,763
Support Services:					
Student					1,754,111
Instructional staff					697,376
General Admin					141,336
Executive Admin					555,048
School Admin					1,295,041
Business					344,263
Operations and Maintenance					1,998,320
Student Transportation					932,047
Other					779,096
Facilities acquisition and construction					36,252
Noninstructional services (Food Service)					
Noninstructional services (Transfer to Food Service)					154,160
Transfer to other funds					100,000
				Total Expenditures	<b>21,108,814</b>
Excess of Revenues					725,819
Fund Balance, beginning (7/1/2019)					446,143
Fund Balance, ending (6/30/2020)					<b>1,171,961</b>

Food Service Fund Balance Sheet - June 30, 2020 (UNAUDITED)					
<b>Assets:</b>					
Cash					(161,707)
Receivables:					
Accounts					
Intergovernmental					2,782
Interfund receivables					
Prepaid Item					194,510
Total Assets					<b>35,585</b>
<b>Liabilities:</b>					
Accounts Payable					
Accrued Salaries and Benefits					
Deferred Revenue					35,585
Interfund payable					
Total Liabilities					<b>35,585</b>
<b>Fund Balances:</b>					
					-
Unassigned Fund Balance					-
Total Fund Balance					-
<b>Total Liabilities and Fund Balance</b>					<b>35,585</b>
<b>Revenues, Expenditures and Change in Fund Balance - June 30, 2020 (UNAUDITED)</b>					
<b>Revenues:</b>					
Other Local					69,828
State					5,646
Federal					224,134
Transfer from other funds					154,160
			Total Revenues		<b>453,767</b>
<b>Expenditures:</b>					
<b>Current:</b>					
Instruction					-
Support Services:					
Student					-
Instructional staff					-
General Admin					-
Executive Admin					-
School Admin					-
Business					-
Operations and Maintenance					-
Student Transportation					-
Other					-
Facilities acquisition and construction					-
Noninstructional services (Food Service)					453,767
Noninstructional services (Transfer to Food Service)					-
Transfer to other funds					-
			Total Expenditures		<b>453,767</b>
Excess of Revenues					-
Fund Balance, beginning (7/1/2019)					-
Fund Balance, ending (6/30/2020)					-

Grants Fund Balance Sheet - June 30, 2020 (UNAUDITED)					
<b>Assets:</b>					
Cash					(20,854)
Receivables:					
Accounts					
Intergovernmental					92,484
Interfund receivables					
Prepaid Item					-
Total Assets					<b>71,630</b>
<b>Liabilities:</b>					
Accounts Payable					
Accrued Salaries and Benefits					
Deferred Revenue					11,740
Interfund payable					59,890
Total Liabilities					<b>71,630</b>
<b>Fund Balances:</b>					
Restricted					-
Total Fund Balance					-
<b>Total Liabilities and Fund Balance</b>					<b>71,630</b>
<b>Revenues, Expenditures and Change in Fund Balance - June 30, 2020 (UNAUDITED)</b>					
<b>Revenues:</b>					
Other Local					63,173
State					44,183
Federal					506,279
Transfer from other funds					
			Total Revenues		<b>613,635</b>
<b>Expenditures:</b>					
Current:					
Instruction					260,345
Support Services:					
Student					205,023.35
Instructional staff					43,660
General Admin					-
Executive Admin					-
School Admin					-
Business					-
Operations and Maintenance					
Student Transportation					937
Other					46,889
Facilities acquisition and construction					56,781
Noninstructional services (Food Service)					-
Noninstructional services (Transfer to Food Service)					-
Transfer to other funds					-
			Total Expenditures		<b>613,635</b>
Excess of Revenues					-
Fund Balance, beginning (7/1/2019)					-
Fund Balance, ending (6/30/2020)					-

Estimated Tax Impact:	2020 WA	\$ 0.41	per thousand	
Revised estimate:		\$ 0.13	per thousand	
<b>Tax Impact Estimates:</b>				
<b>Assessed Value:</b>		<b>2020</b>	<b>2019</b>	
200k		\$ 3,095.43	\$ 3,069.35	<b>\$ 26.08</b>
250k		\$ 3,869.28	\$ 3,836.68	<b>\$ 32.60</b>
300k		\$ 4,643.14	\$ 4,604.02	<b>\$ 39.12</b>
350k		\$ 5,417.00	\$ 5,371.36	<b>\$ 45.64</b>
400k		\$ 6,190.85	\$ 6,138.70	<b>\$ 52.16</b>
450k		\$ 6,964.71	\$ 6,906.03	<b>\$ 58.68</b>

<b>Year End Spending (FY20 Encumbrances):</b>									
<b>Board Approved</b>									
<b>Department</b>	<b>Location</b>	<b>Project / Purchase</b>	<b>Vendor ID#</b>	<b>Vendor</b>	<b>PO</b>	<b>Account</b>	<b>Encumbered Amount</b>	<b>Payment</b>	<b>Balance</b>
Facilities	CHS	Autoscrubber	1804	Hillyard	20203256	10-31-2610-00-734	7,000.00	0.00	7,000.00
Facilities	CHS	Exterior Door Locks	3819	One Source	20203257	10-31-2620-00-430	4,150.00	0.00	4,150.00
Grounds	CHS	Dugout Roofs (4)	2222	JM on the Level	20203258	10-31-2630-00-430	24,775.00	0.00	24,775.00
Curriculum	CHS	Textbooks - AP Chem	1464	BMO	20203247	10-31-2213-00-641	2,182.75	0.00	2,182.75
Athletics	CHS	Replica Jerseys - Graduating Spring Athletes	4283	Metro Team	20203260	10-31-1420-00-610	1,000.00	0.00	1,000.00
Athletics	CHS	Golf Team - Polos and Hats	1262	BSN	20203261	10-31-1420-00-610	1,000.00	996.00	4.00
Athletics	CHS	Cross Country Uniforms	1262	BSN	20203262	10-31-1420-00-610	6,000.00	4,259.00	1,741.00
Athletics	CHS	Coaches Gear	1262	BSN	20203263	10-31-1420-00-610	5,000.00	4,972.50	27.50
Athletics	CHS	Mobile Bleachers	1262	BSN	20203264	10-31-2630-00-738	11,000.00	10,741.50	258.50
Grounds	CHS	North End Walkway	2222	JM on the Level	20203265	10-31-2630-00-430	18,000.00	0.00	18,000.00
Curriculum	DW	Software Renewal - Ed Puzzle	1464	BMO	20203246	10-00-2213-00-650	5,000.00	3,420.50	1,579.50
Facilities	GMS	Exterior Door Locks	3819	One Source	20203267	10-11-2620-00-430	4,040.00	0.00	4,040.00
Grounds	GMS	GMS Swingset	3747	Miracle Recreation	20203268	10-11-2640-00-734	7,500.00	0.00	7,500.00
Instruction	GMS	FY 21 Fifth Third Grade Classroom	2826	WB Mason	20203269	10-11-1100-00-738	7,363.00	0.00	7,363.00
Technology	GMS	2:1 Expansion of chromebooks for third grade	1330	CDW-G	20203270	10-11-2840-00-738	17,800.00	0.00	17,800.00
Facilities	LMS	Autoscrubber	1804	Hillyard	20203271	10-21-2610-00-734	7,000.00	0.00	7,000.00
Facilities	LMS	Exterior Door Locks	3819	One Source	20203272	10-21-2620-00-430	3,564.00	0.00	3,564.00
Facilities	LMS	Locker Room Floor	1464	BMO	20203273	10-21-2620-00-430	40,000.00	0.00	40,000.00
Facilities / Food Service	LMS	Walk in Shelving Replacement	1464	BMO	20203274	10-21-2620-00-734	4,000.00	0.00	4,000.00
Facilities	LMS	LMS Canopy Project	1464	BMO	20203275	10-21-2620-00-430	186,645.00	0.00	186,645.00
<b>Total Board Approved Encumbrances</b>							<b>363,019.75</b>	<b>24,389.50</b>	<b>338,630.25</b>
<b>Encumbered through Purchase Order:</b>									
Curriculum		Course Reimbursement	1372	Sandra Doucette	20203203	10-00-2213-00-271	149.00	0.00	149.00
Curriculum		Course Reimbursement	2704	Heather Morissette	20203284	10-00-2213-00-271	19.50	0.00	19.50
Curriculum		Course Reimbursement	2704	Heather Morissette	20203285	10-00-2213-00-271	19.50	0.00	19.50
Facilities		Supplies (Purell)	1443	Central Paper	20202627	10-31-2610-00-610	513.00	0.00	513.00
Facilities		Supplies (Purell)	1443	Central Paper	20202734	10-21-2610-00-610	1,043.00	0.00	1,043.00
Facilities		Supplies (Purell)	1443	Central Paper	20202862	10-21-2610-00-610	1,613.73	492.92	1,120.81
Facilities		Supplies (Purell)	1443	Central Paper	20202878	10-11-2610-00-610	1,547.00	424.00	1,123.00
Facilities		Maintenance / Repairs (CHS Gym Heat)	1850	Industrial Controls	20202505	10-31-2620-00-430	2,950.00	0.00	2,950.00
Facilities		Maintenance / Repairs (GMS Locker Painting)	2925	James Wilkinson	20202672	10-11-2620-00-430	5,245.00	0.00	5,245.00
Facilities		Maintenance / Repairs (Oil Tank Inspection)	1081	American Tank Management	20203175	10-11-2640-00-433	500.00	0.00	500.00
Facilities		Maintenance / Repairs (Oil Tank Inspection)	1081	American Tank Management	20203176	10-11-2640-00-433	500.00	0.00	500.00
Facilities		Maintenance / Repairs (Fire Alarm Ins)	2535	ASAP Fire Protection	20203177	10-xx-2640-00-433	3,749.00	0.00	3,749.00
<b>Total Encumbered Purchase Orders</b>							<b>17,848.73</b>	<b>916.92</b>	<b>16,931.81</b>
							<b>380,868.48</b>	<b>25,306.42</b>	<b>355,562.06</b>
<b>* Note: Amount agrees to General Fund Trial Balance</b>									

\*

Year to Year Expenditure Comparison - By Account Name

ACCOUNT TITLE	ACCOUNT	2019	2020	Amount	%
SALARIES Total		9,414,681.20	9,590,641.64	175,960.44	1.87%
ADMINISTRATION SALARY Total		733,000.00	760,950.00	27,950.00	3.81%
TUTOR SALARIES Total		154,776.21	166,005.03	11,228.82	7.25%
PARA/MONITOR SALARIES Total		1,125,180.88	1,142,161.59	16,980.71	1.51%
SELF-FUNDED PRGM SALARIES Total		3,913.55	(120.74)	(4,034.29)	-103.09%
SPED SUMMER PRGM SALARIES Total		60,574.48	59,590.30	(984.18)	-1.62%
SUBSTITUTE SALARIES Total		161,002.46	97,786.97	(63,215.49)	-39.26%
LONG TERM SUB SALARIES Total		89,701.11	81,520.27	(8,180.84)	-9.12%
OVERTIME Total		11,440.25	16,815.18	5,374.93	46.98%
HEALTH INSURANCE Total		2,288,721.99	2,080,077.77	(208,644.22)	-9.12%
DENTAL INSURANCE Total		144,862.30	139,026.90	(5,835.40)	-4.03%
LIFE INSURANCE Total		15,072.03	14,610.68	(461.35)	-3.06%
DISABILITY INSURANCE Total		26,535.04	25,559.21	(975.83)	-3.68%
SOCIAL SECURITY Total		854,825.15	873,857.45	19,032.30	2.23%
NON-TEACHER RETIREMENT Total		168,366.61	164,744.34	(3,622.27)	-2.15%
TEACHER RETIREMENT Total		1,420,822.19	1,505,427.91	84,605.72	5.95%
ER RETIREMENT CONTRIB Total		5,000.00	-	(5,000.00)	-100.00%
WORKERS COMPENSATION Total		43,072.80	42,069.29	(1,003.51)	-2.33%
COURSE REIMB./NON-UNION Total		3,815.00	-	(3,815.00)	-100.00%
COURSE REIMB./UNION Total		34,810.91	47,293.98	12,483.07	35.86%
CONF/WORKSHOP REIMBURSE Total		19,894.58	28,828.31	8,933.73	44.91%
NEW HIRE EXPENSES Total		1,037.00	1,118.37	81.37	7.85%
IN-DIST PROF DEVELOPMENT Total		21,736.28	2,281.72	(19,454.56)	-89.50%
CONTRACTED SERVICES Total		18,150.00	14,133.98	(4,016.02)	-22.13%
TESTING PROTOCOLS Total		11,579.87	5,512.30	(6,067.57)	-52.40%
PROFESSIONAL SERVICES Total		303,956.40	291,140.45	(12,815.95)	-4.22%
AUDIT SERVICES Total		15,000.00	14,425.00	(575.00)	-3.83%
TUTOR SERVICES Total		3,780.00	3,780.00	-	0.00%
LEGAL SERVICES Total		3,169.00	992.50	(2,176.50)	-68.68%
ATHLETIC TRAINER SERVICES Total		27,745.00	28,464.00	719.00	2.59%
GAME OFFICIALS Total		33,062.50	20,043.00	(13,019.50)	-39.38%
UTILITIES-WATER Total		37,962.96	33,986.72	(3,976.24)	-10.47%
UTILITIES-SEWER Total		10,985.00	-	(10,985.00)	-100.00%
UTILITIES-DISPOSAL Total		22,138.97	21,577.01	(561.96)	-2.54%
SNOW PLOWING Total		42,253.50	43,931.00	1,677.50	3.97%
REPAIRS & MAINTENANCE Total		330,169.22	343,931.62	13,762.40	4.17%
PAINTING Total		13,111.89	7,541.81	(5,570.08)	-42.48%
BOILER REPAIR & MAINT Total		10,086.85	10,589.15	502.30	4.98%
CONTRACTOR REPAIR & MAINT Total		112,051.55	111,078.51	(973.04)	-0.87%
AIR QUALITY Total		-	-	-	#DIV/0!
RENTAL/LEASE INSTR EQUIP Total		49,438.64	39,920.52	(9,518.12)	-19.25%
LEASE PAYMENT - MODULAR Total		36,252.00	36,252.00	-	0.00%
EQUIP RENTAL Total		5,462.19	1,956.25	(3,505.94)	-64.19%
SOFTWARE LEASE Total		86,960.19	76,923.48	(10,036.71)	-11.54%
SITE DEVELOPMENT Total		-	-	-	#DIV/0!
INSPECTIONS Total		6,993.95	18,856.00	11,862.05	169.60%
TRANSPORTATION Total		1,146,016.17	932,047.36	(213,968.81)	-18.67%
INSURANCE PROP/LIABILITY Total		52,386.00	43,542.50	(8,843.50)	-16.88%
TELEPHONE Total		36,305.17	32,465.48	(3,839.69)	-10.58%
DATA COMMUNICATIONS Total		70,085.78	29,105.12	(40,980.66)	-58.47%
POSTAGE/GENERAL EXPENSES Total		11,586.37	14,231.32	2,644.95	22.83%
AIR QUALITY Total		-	-	-	#DIV/0!
ADVERTISING Total		1,813.60	419.85	(1,393.75)	-76.85%
PRINTING & BINDING Total		5,465.54	8,165.97	2,700.43	49.41%
TUITION Total		64,226.14	50,189.97	(14,036.17)	-21.85%
HANDICAPPED TUITION Total		362,797.22	375,061.36	12,264.14	3.38%
TRAVEL Total		22,642.52	12,780.14	(9,862.38)	-43.56%
EXTENDED YEAR PROGRAM Total		50.00	-	(50.00)	-100.00%
SUPPLIES Total		387,185.75	338,129.17	(49,056.58)	-12.67%
SUMMER SCHOOL SUPPLIES Total		-	-	-	#DIV/0!
REPORT CARDS/RECORDS Total		1,715.10	2,069.63	354.53	20.67%
FIELD DAY Total		185.45	-	(185.45)	-100.00%

Year to Year Expenditure Comparison - By Account Name

UTILITIES-ELECTRIC Total	247,338.01	216,850.10	(30,487.91)	-12.33%
UTIL-BOTTLED GAS Total	86,626.16	77,711.68	(8,914.48)	-10.29%
FUEL OIL Total	132,758.10	105,096.80	(27,661.30)	-20.84%
FUEL Total	4,554.20	3,668.77	(885.43)	-19.44%
FOOD Total	499.80	2,894.45	2,394.65	479.12%
PUBLICATIONS Total	166.40	433.40	267.00	160.46%
TEXTBOOK REPLACEMENT Total	30,946.16	29,439.14	(1,507.02)	-4.87%
TEXTBOOKS - NEW Total	25,537.05	4,625.14	(20,911.91)	-81.89%
PERIODICALS - PRINT Total	5,545.76	3,598.23	(1,947.53)	-35.12%
INFORMATION ACCESS FEES Total	19,612.05	18,433.69	(1,178.36)	-6.01%
TAPES/CD/DVD/AUDIO VISUAL Total	1,535.95	313.83	(1,222.12)	-79.57%
SOFTWARE Total	105,508.95	100,130.42	(5,378.53)	-5.10%
PROPERTY Total	-	-	-	#DIV/0!
BUILDING IMPROVEMENT Total	5,625.00	-	(5,625.00)	-100.00%
FURNITURE-ADDITIONAL Total	1,551.74	4,005.50	2,453.76	158.13%
EQUIPMENT-ADDITIONAL Total	92,766.05	172,724.50	79,958.45	86.19%
FURNITURE-REPLACEMENT Total	49,524.41	35,845.86	(13,678.55)	-27.62%
EQUIPMENT-REPLACEMENT Total	217,043.76	142,844.97	(74,198.79)	-34.19%
DUES AND FEES Total	53,583.28	50,046.54	(3,536.74)	-6.60%
DUES, SUBSCRIPTIONS Total	1,007.00	1,012.00	5.00	0.50%
INTEREST EXPENSE Total	-	-	-	#DIV/0!
MISCELLANEOUS Total	45,906.03	31,113.42	(14,792.61)	-32.22%
PRINCIPAL REDEMPTION Total	-	-	-	#DIV/0!
CAPITAL RESERVE EXPENSE Total	50,000.00	100,000.00	50,000.00	100.00%
CAPITAL PROJECT TRANSFER Total	366,983.61	-	(366,983.61)	-100.00%
<b>Grand Total</b>	<b>21,690,231.98</b>	<b>20,904,277.81</b>	<b>(785,954.17)</b>	<b>-3.62%</b>





## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: AC and AC-R**

**APPROVAL:**

### **AC: NON-DISCRIMINATION, EQUAL OPPORTUNITY EMPLOYMENT & DISTRICT ANTI-DISCRIMINATION PLAN**

#### **A. Prohibition Against Discrimination of Students in Educational Programs and Activities.**

Under New Hampshire law and Board policy, no person shall be excluded from, denied the benefits of, or subjected to discrimination in the District's public schools because of their age, sex, gender identity, sexual orientation, race, color, marital status, familial status, disability, religion or national origin. Discrimination, including harassment, against any student in the District's education programs, on the basis of any of the above classes, or a student's creed, is prohibited. Finally, there shall be no denial to any person of the benefits of educational programs or activities, on the basis of any of the above classes, or economic status.

Harassment of students other than on the basis of any of the classes or categories listed above is prohibited under Board policy JICK Pupil Safety and Violence Prevention.

#### **B. Equal Opportunity of Employment and Prohibition Against Discrimination in Employment.**

The School District is an Equal Opportunity Employer. The District ensures equal employment opportunities without regard to age, color, creed, disability, gender identity, marital status, national origin, pregnancy, race, religion, sex, or sexual orientation. The District will employ individuals who meet the physical and mental requirements, and who have the education, training, and experience established as necessary for the performance of the job as specified in the pertinent job description(s). Discrimination against and harassment of school employees because of age, sex, race, creed, religion, color, marital status, familial status, physical or mental disability, genetic information, national origin, ancestry, sexual orientation, or gender identity are prohibited. Additionally, the District will not discriminate against any employee who is a victim of domestic violence, harassment, sexual assault, or stalking.

#### **C. Policy Application.**

This Policy is applicable to all persons employed or served by the District. It applies to all sites and activities the District supervises, controls, or where it has jurisdiction under the law, including where it (a) occurs on, or is delivered to, school property or a school-sponsored activity or event on or off school property; or (b) occurs off of school property or outside of a school-sponsored activity or event, if the conduct interferes with a student's educational opportunities or substantially disrupts the orderly operations of the school or school-sponsored activity or event, as set forth in Board policy JICK, Pupil Safety and Violence Prevention. Examples of sites and activities include all District buildings and grounds, school buses and other vehicles, field trips, and athletic competitions.

#### **D. District Anti-Discrimination Plan.**

No later than October 15, 2020, the Superintendent shall develop and provide to the Board for approval, a coordinated written District Anti-Discrimination Plan (the "Plan") to include guidelines, protocols and procedures intended to prevent, assess the presence of, intervene in, and respond to incidents of discrimination.



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: AC and AC-R**

**APPROVAL:**

Among other things, the Plan should include provisions, and recommendations with respect to resources, policies, complaint procedures, student education programs, Plan dissemination and training appropriate to carrying out the Plan objectives stated in the preceding paragraph.

In developing the Plan, the Superintendent is encouraged to seek input from appropriate groups of the school and local community and coordinate with the District's Human Rights [Non-Discrimination] Officer and Title IX and 504 Coordinators.

No less than once every two years, the Superintendent shall update the District Anti-Discrimination Plan, and present the same to the Board for review. Such Plan updates should be submitted to the Board in time for appropriate budget consideration.

**E. Human Rights [or Non-Discrimination], Title IX, 504 and other Coordinators or Officers.**

The Superintendent shall assure that District and or building personnel are assigned to the positions listed below. Each year, the Superintendent shall prepare and disseminate as an Appendix AC-R to this Policy an updated list of the person or persons acting in those positions, along with their District contact information, including telephone number, email, postal and physical addresses.

The Appendix will also include current contact for relevant state and federal agencies including:

U.S. Department of Education, Office of Civil Rights  
U.S. Department of Agriculture, Office of Civil Rights  
N.H. Human Rights Commission  
N.H. Department of Justice, Civil Rights Unit  
N.H. Department of Education, Commissioner of Education

**F. Complaint and Reporting Procedures.**

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

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



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: AC and AC-R**

**APPROVAL:**

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

**G. Alternative Complaint Procedures and Legal Remedies.**

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

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

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

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

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

**H. Retaliation Prohibited.**

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

**I. Administrative Procedures and Regulations.**

The Superintendent shall develop such other procedures and regulations as are necessary and appropriate to implement this Policy.

**J. Notice of Compliance.**

The Superintendent will provide notice of compliance with federal and state civil rights laws to all applicants for employment, employees, students, parents, and other interested persons, as appropriate.

**Legal References:**

*RSA 186:11, XXXIII, Discrimination*

*RSA 193:38, Discrimination in Public Schools*

*RSA 193-F, Student Safety and Violence Protection Act*

*RSA 275:71, Prohibited Conduct by Employer*

*RSA 354-A, State Commission for Human Rights*

*The Age Discrimination in Employment Act of 1967, 29 U.S.C. 621, et seq.*



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: AC and AC-R**

**APPROVAL:**

*The Rehabilitation Act of 1973, 29 U.S.C. 705 and 794  
Title II of The Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq.  
Title IV of the Civil Rights Act of 1964, 42 U.S.C. §2000c  
Title VII of The Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq  
Title IX of the Education Amendments of 1972, 20 U.S.C 1681, et seq  
NH Dept of Ed. Rule 303.01 (i), School Board Substantive Duties*

*Appendix: AC-R*

Approval:

Reviewed: June 17, 2020, 1<sup>st</sup> Reading

Revised: June 17, 2020

Approval: September 22, 2004



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: AC and AC-R**

**APPROVAL:**

**AC-R: ANNUAL NOTICE OF CONTACT INFORMATION FOR HUMAN RIGHTS OFFICER,  
TITLE IX COORDINATOR, 504 COORDINATOR AND CIVIL RIGHTS AGENCIES**

Pursuant to Board policy AC, Non-Discrimination, Equal Opportunity Employment, and District Anti-Discrimination Plan, the District administration is directed to update and publish a list of current personnel and contact information for various positions and outside agencies relating to the District's anti-discrimination policies.

**DISTRICT PERSONNEL:**

**Human Rights [or Non-Discrimination] Officer:** Superintendent of Schools

Name: Dr. Michael Jette

Address: 1 Highlander Court, Litchfield, NH 03052

Telephone: 603-578-3570 x3333

Email Address: [mjette@litchfieldsd.org](mailto:mjette@litchfieldsd.org)

**Title IX Coordinator:** Director of Human Resources

Name: Hollie Falzone

Address: 1 Highlander Court, Litchfield, NH 03052

Telephone: 603-578-3570 x 3331

Email Address: [hfalzone@litchfieldsd.org](mailto:hfalzone@litchfieldsd.org)

**504 Coordinator:** Director of Special Services

Name: Devin Bandurski

Address: 1 Highlander Court, Litchfield, NH 03052

Telephone: 603-578-3570 x3350

Email Address: [dbandurski@litchfieldsd.org](mailto:dbandurski@litchfieldsd.org)

**OUTSIDE AGENCIES:**

Office for Civil Rights, U.S. Department of Education;

5 Post Office Square, 8th Floor,

Boston, MA 02109-3921;

Telephone - 617-289-0111;

Email - [OCR.Boston@ed.gov](mailto:OCR.Boston@ed.gov)

Office of Civil Rights, U.S. Dept of Agriculture;

1400 Independence Avenue, SW,

Washington, D.C., 20250-9410;

Telephone - 866-632-9992;

Email – [program.intake@usda.gov](mailto:program.intake@usda.gov)

N.H. Commission for Human Rights, 2 Industrial Park Drive, Concord 0330, Telephone - 603-271-2767;

Email – [humanrights@nh.gov](mailto:humanrights@nh.gov)



## LITCHFIELD SCHOOL DISTRICT

***POLICY CODE: AC and AC-R***

***APPROVAL:***

N.H. Department of Justice, Civil Rights Unit;  
33 Capitol Street,  
Concord, NH 03301;  
Telephone – 603-271-1181

N.H. Department of Education, Commissioner of Education;  
101 Pleasant Street,  
Concord, NH 03301,  
Telephone – 603-271-3494;  
Email - [info@doe.nh.gov](mailto:info@doe.nh.gov)



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: ADB**

**APPROVAL:**

### **DRUG FREE WORKPLACE & DRUG FREE SCHOOLS**

#### **A. Drug-Free Workplace**

1. All District workplaces are drug- and alcohol-free. All employees and contracted personnel are prohibited from:
  - a. Unlawfully manufacturing, dispensing, distributing, possessing, using, or being under the influence of any controlled substance or drug while on or in the workplace, including employees possessing a "medical marijuana" card.
  - b. Distributing, consuming, using, possessing, or being under the influence of alcohol while on or in the workplace.
2. For purposes of this policy, a "controlled substance or drug" means and includes any controlled substance or drug defined in the Controlled Substances Act, 21 U.S.C. § 812(c), or New Hampshire Controlled Drug Act RSA 318-B.
3. For purposes of this policy, "workplace" shall mean the site for the performance of work, and will include at a minimum any District building or grounds owned or operated by the District, any school-owned vehicle, and any other school-approved vehicle used to transport students to and from school or school activities. It shall also include off-school property during any school-sponsored or school-approved activity, event or function such as a field trip or athletic event where students are under the jurisdiction, care or control of the District.
4. As a condition of employment, each employee and all contracted personnel will:
  - a. Abide by the terms of this policy respecting a drug- and alcohol-free workplace, including any administrative rules, regulations or procedures implementing this policy; and
  - b. Notify his or her supervisor of his or her conviction under any criminal drug statute, for a violation occurring on District premises or while performing work for the District, no later than five (5) days after such conviction.
5. In order to make employees aware of dangers of drug and alcohol abuse, the District will endeavor to:
  - a. Provide each employee with a copy of the District drug- and alcohol-free workplace policy;
  - b. Post notice of the District drug- and alcohol-free workplace policy in a place where other information for employees is posted;
  - c. Establish a drug-free awareness program to educate employees about the dangers of drug abuse and drug use in the work place, the specifics of this policy, including, the consequences for violating the policy, and any information about available drug and alcohol counseling, rehabilitation, reentry, or other employee-assistance programs.



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: ADB**

**APPROVAL:**

### **B. District Action Upon Violation of Policy**

An employee who violates this policy may be subject to disciplinary action; up to and including termination of employment. Alternatively, the Board may require an employee to successfully complete an appropriate drug- or alcohol-abuse, employee-assistance rehabilitation program.

The Board will take disciplinary action with respect to an employee convicted of a drug offense in the workplace, within thirty (30) days of receiving notice of a conviction. Should District employees or contracted personnel be engaged in the performance of work under a federal contract or grant, or under a state contract or grant, the Superintendent will notify the appropriate state or federal agency from which the District receives contract or grant moneys of an employee/contracted personnel's conviction, within ten (10) days after receiving notice of the conviction.

The processes for disciplinary action shall be those provided generally to other misconduct for the employee/contractor personnel as may be found in applicable collective bargaining agreements, individual contracts, School Board policies, contractor agreements, and or governing law. Disciplinary action should be applied consistently and fairly with respect to employees of the District and/or contractor personnel as the case may be.

### **C. Drug-Free School Zone**

Pursuant to New Hampshire's "Drug-Free School Zone" law (RSA Chapter 193-B), it is unlawful for any person to manufacture, sell prescribe administer, dispense, or possess with intent to sell, dispense or compound any controlled drug or its analog, within a "drug-free school zone". The Superintendent is directed to assure that the District is and remains in compliance with the requirements of RSA 193-B, I, and N.H. Ed. Part 316 with respect to establishment, mapping and signage of the drug-free zone around each school of the District.

### **D. Implementation and Review**

1. The Superintendent is directed to promulgate administrative procedures and rules necessary and appropriate to implement the provisions of this policy.
2. In order to maintain a drug-free workplace, the Superintendent will perform a biennial review of the implementation of this policy. The review shall be designed to (i) determine and assure compliance with the notification requirements of section A.5.a, b and d; (ii) determine the effectiveness of programs established under paragraph A.5.c above; (iii) ensure that disciplinary sanctions are consistently and fairly enforced; and (iv) and identify any changes required, if any.

### **Legal References:**

- *41 U.S.C. §101, et. Seq. - Drug-free workplace requirements for Federal contractors, and Federal grant recipients*
- *RSA Chapter 193-B Drug Free School Zones*
- *N.H. Admin. Code, Ed. Part 316*

Approval:  
Reviewed: June 17, 2020, 1<sup>st</sup> Reading

Approval: March 2, 2016  
Approval: July 29, 1992





## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: ADC**

**APPROVAL:**

### **PROHIBITIONS REGARDING USE & POSSESSION OF TOBACCO PRODUCTS, E-CIGARETTES & E-LIQUIDS, IN AND ON SCHOOL FACILITIES/GROUNDS**

State law prohibits the use of any tobacco product, E-cigarette, or liquid nicotine in any facility or upon any grounds maintained by the District. Students and minors are further prohibited from possessing such items in or upon any facility, school vehicle, or grounds owned or maintained by the District.

#### **A. Definitions.**

These definitions shall also include any amendments to the referenced statutes as the same may be amended or replaced from time to time.

"Tobacco product(s)" means any product containing tobacco including, but not limited to, cigarettes, smoking tobacco, cigars, chewing tobacco, snuff, pipe tobacco, smokeless tobacco, and smokeless cigarettes, as well as any other product or item included in RSA 126-K:2, XI.

"Device" means any product composed of a mouthpiece, a heating element, a battery, and electronic circuits designed or used to deliver any aerosolized or vaporized substance including, but not limited to, nicotine or cannabis. Device may include, but is not limited to, hookah, e-cigarette, e-cigar, e-pipe, vape pen, e-hookah, as well as any other object or item defined in RSA 126-K:2, II-a.

"E-cigarette" means any electronic smoking device composed of a mouthpiece, a heating element, a battery, and electronic circuits that may or may not contain nicotine or e-liquid. This term shall include such devices whether they are manufactured as e-cigarettes, e-cigars, or e-pipes, or under any other product name as well as any other product or item included in RSA 126-K:2, II-b.

"E-liquid" means any liquid, oil, or wax product containing, but not limited to, nicotine or cannabis intended for use in devices used for inhalation as well as any other substance included or defined in RSA 126-K:2, II-c.

"Liquid nicotine" means any liquid product composed either in whole or in part of pure nicotine and propylene glycol and manufactured for use with e-cigarettes, as well as any other product or item included in RSA 126-K:2, III-a.

"Facility" is any place which is supported by public funds and which is used for the instruction of students enrolled in preschool programs and in all grades maintained by the District. This definition shall include all administrative buildings and offices and areas within facilities supportive of instruction and subject to educational administration, including, but not limited to, lounge areas, passageways, rest rooms, laboratories, classrooms, study areas, cafeterias, gymnasiums, maintenance rooms, and storage areas.

#### **B. Students**

No student shall purchase, attempt to purchase, possess or use any tobacco product, device, E-cigarette, E-liquid, or liquid nicotine in any facility, in any school vehicle or anywhere on school grounds maintained by the District.



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: ADC**

**APPROVAL:**

Enforcement of the prohibition against students shall initially rest with building principals, or their designees, who may also report any violation to law enforcement, for possible juvenile, criminal or other proceedings as provided under state law. Additional consequences may be administered pursuant to printed student conduct rules.

### **C. Employees**

No employee shall use any tobacco product, device, E-cigarette, E-liquid, or liquid nicotine, in any facility, in any school vehicle or anywhere on school grounds maintained by the District.

Initial responsibility for enforcement of this prohibition shall rest with building principals, or their designees. Any employee(s) who violate(s) this policy is subject to disciplinary action which may include warning, suspension or dismissal. Violations may also be referred to appropriate law enforcement and/or other appropriate agencies for criminal or other proceedings as provided under state law.

### **D. All other persons**

No visitor, contractor, vendor or other member of the public, shall use any tobacco product, device, E-cigarette, E-liquid, or liquid nicotine in any facility, in any school vehicle, or anywhere on school grounds maintained by the District.

The building principal(s), and where appropriate, other site supervisor (athletic director, vehicle driver, etc.), or their designee(s), shall have the initial responsibility to enforce this section, by requesting that any person who is violating this policy to immediately cease the use of tobacco products, E-cigarette or liquid nicotine. After this request is made, if any person refuses to refrain from using such products in violation of this policy, the principal, site supervisor, or designee may call contact the appropriate law enforcement agency(ies) for possible criminal or other proceedings as provided under state law.

### **E. Implementation and Notice - Administrative Rules and Procedures.**

The Superintendent shall establish administrative rules and procedures to implement this policy, which rules and procedures may be building level and/or district-wide. Rules and procedures relating to student violations and resulting disciplinary consequences should be developed in consultation with building principal(s).

The Superintendent, working with the building principal(s), shall provide annual notice to employees, students and parents of the pertinent provisions of this policy (e.g., student or staff handbook) along with applicable administrative regulations and procedures, which may include prescribed consequences for violations of this policy. Such notice should include information that violation of this Policy could lead to criminal or other such proceedings.

Signs shall be placed by the District in all buildings, facilities and school vehicles stating that the use of tobacco products is prohibited.



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: ADC**

**APPROVAL:**

**Legal References:**

*RSA 155:64 – 77, Indoor Smoking Act*

*RSA 126-K:2, Definitions*

*RSA 126–K:6, Possession and Use of Tobacco Products by Minors*

*RSA 126-K:7, Use of Tobacco Products on Public Educational Grounds Prohibited*

Approval:

Reviewed: June 17, 2020, 1<sup>st</sup> Reading

Revised: June 17, 2020

Approval: March 2, 2016

Approval: November 10, 2004

Approval: January 21, 1998



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: BCB**

**APPROVAL:**

### **BOARD MEMBER CONFLICT OF INTEREST**

A Board member shall not have any direct personal and pecuniary interest in a contract with the District, nor shall he or she furnish directly any labor, equipment, supplies or services to the District.

In the event a Board member is employed by a corporation or business or has a secondary interest in a corporation or business which furnishes goods or services to the District, the Board member shall declare his interest and refrain from debating, discussing or voting upon the question of contracting with the company.

It is not the intent of this policy to prevent the District from contracting with corporations or businesses because a Board member is an employee of the firm. The policy is designed to prevent placing a Board member in a position where his interest in the public schools and his interest in his place of employment (or other indirect interest) might conflict and to avoid appearances of conflict of interest even though such conflict may not exist.

#### **Nepotism**

The Board will not employ any teacher or other employee if such teacher or other employee is the father, mother, brother, sister, wife, husband, son, daughter, son-in-law, daughter-in-law, sister-in-law or brother-in-law of the Superintendent or any member of the Board. If a conflict exists, the Board member shall declare his/her interest and refrain from debating, discussing or voting on a nomination or other issue.

This shall not apply to any person within such relationship or relationships who has been regularly employed by the Board prior to the inception of the relationship, the adopting of this policy or a Board member's election.

#### **Procurements with Federal Funds**

*The District complies with the requirements of State law and the Uniform Guidance for conflicts of interest and mandatory disclosures for all procurements with federal funds.*

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

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

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



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: BCB**

**APPROVAL:**

*The Superintendent shall timely disclose in writing to NHDOE or other applicable pass-through-entity, all violations of federal criminal law involving fraud, bribery, or gratuities potentially effecting any federal award. The Superintendent shall fully address any such violations promptly and notify the Board with such information as is appropriate under the circumstances (e.g., taking into account applicable disciplinary processes).*

**Statutory-Regulatory References:**

*2 CFR 200.318(c)(1)*

*Marsh v. Hanover, 113 NH 667 (1973) and*

*Atherton v. Concord, 109 NH 164 (1968)*

*RSA 671:18 (School District Elections: Qualifications)*

*See Also: DAF: DAF-5, Administration of Federal Funds, Conflicts of Interest*

Approval: 2nd Reading June 23, 2004

**ADMINISTRATION OF FEDERAL FUNDS**

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

- DAF-1 ALLOWABILITY (pg 2)**
- DAF-2 CASH MANAGEMENT AND FUND CONTROL (pg 6)**
- DAF-3 PROCUREMENT (pg 7)**
- DAF-4 PROCUREMENT – ADDITIONAL PROVISIONS PERTINENT TO FOOD SERVICE PROGRAM (pg 13)**
- DAF-5 CONFLICT OF INTEREST AND MANDATORY DISCLOSURES (pg 15)**
- DAF-6 INVENTORY MANAGEMENT - EQUIPMENT AND SUPPLIES  
PURCHASED WITH FEDERAL FUNDS (pg 15)**
- DAF-7 TRAVEL REIMBURSEMENT – FEDERAL FUNDS (pg 16)**
- DAF-8 ACCOUNTABILITY AND CERTIFICATIONS (pg 17)**
- DAF-9 TIME AND EFFORT REPORTING / OVERSIGHT (pg 17)**
- DAF-10 GRANT BUDGET RECONCILIATION (pg 18)**
- DAF-11 SUB-RECIPIENT MONITORING AND MANAGEMENT (pg 18)**

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

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

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

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

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

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

- identification of all federal funds received and expended and their program source;
- accurate, current, and complete disclosure of financial data in accordance with federal requirements;
- records sufficient to track the receipt and use of funds;
- effective control and accountability over assets to assure they are used only for authorized purposes and
- comparison of expenditures against budget.

**Sub-Policies**

**DAF-1 ALLOWABILITY**

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

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

- a. Be “necessary” and “reasonable” for proper and efficient performance and administration of the Federal award and be allocable thereto under these principles.
- b. To determine whether a cost is “reasonable”, consideration shall be given to:
  - i. whether a cost is a type generally recognized as ordinary and necessary for the operation of the District or the proper and efficient performance of the Federal award;
  - ii. the restraints or requirements imposed by such factors as sound business practices, arm’s length bargaining, Federal, State, local, tribal and other laws and regulations;
  - iii. market prices for comparable goods or services for the geographic area;
  - iv. whether the individuals concerned acted with prudence in the circumstances considering their responsibilities; and
  - v. whether the cost represents any significant deviation from the established practices or Board policy which may increase the expense. While Federal regulations do not provide specific descriptions of what satisfied the “necessary” element beyond its inclusion in the reasonableness analysis above, whether a cost is necessary is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the District can demonstrate that the cost addresses an existing need and can prove it.
- c. When determining whether a cost is “necessary”, consideration may be given to whether:
  - i. the cost is needed for the proper and efficient performance of the grant program;
  - ii. the cost is identified in the approved budget or application;

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POLICY CODE: DAF

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- iii. *there is an educational benefit associated with the cost;*
- iv. *the cost aligns with identified needs based on results and findings from a needs assessment; and/or*
- v. *the cost addresses program goals and objectives and is based on program data.*
- d. *A cost is allocable to the Federal award if the goods or services involved are chargeable or assignable to the Federal award in accordance with the relative benefit received.*
- e. *Conform to any limitations or exclusions set forth as cost principles in Part 200 or in the terms and conditions of the Federal award.*
- f. *Be consistent with policies and procedures that apply uniformly to both Federally financed and other activities of the District.*
- g. *Be afforded consistent treatment. A cost cannot be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been assigned as an indirect cost under another award.*
- h. *Be determined in accordance with generally accepted accounting principles.*
- i. *Be representative of actual cost, net of all applicable credits or offsets.*

*The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items allocable to the Federal award. Typical examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to/or received by the State relate to the Federal award, they shall be credited to the Federal award, either as a cost reduction or a cash refund, as appropriate.*

- j. *Be not included as a match or cost-share, unless the specific Federal program authorizes Federal costs to be treated as such.*
  - k. *Be adequately documented:*
    - i. *in the case of personal services, the Superintendent shall implement a system for District personnel to account for time and efforts expended on grant funded programs to assure that only permissible personnel expenses are allocated;*
    - ii. *in the case of other costs, all receipts and other invoice materials shall be retained, along with any documentation identifying the need and purpose for such expenditure if not otherwise clear.*
- B. Selected Items of Cost:** *The District shall follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E when charging these specific expenditures to a Federal grant. When applicable, District staff shall check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, State, District and program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and District personnel shall follow those rules as well.*



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

**D. Determining Whether A Cost is Direct or Indirect**

a. *“Direct costs” are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.*

*These costs may include: salaries and fringe benefits of employees working directly on a grant-funded project; purchased services contracted for performance under the grant; travel of employees working directly on a grant-funded project; materials, supplies, and equipment purchased for use on a specific grant; and infrastructure costs directly attributable to the program (such as long distance telephone calls specific to the program, etc.).*

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

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

*Federal education programs with supplement not supplant provisions must use a restricted indirect cost rate. In a restricted rate, indirect costs are limited to general management costs. General management costs do not include divisional administration that is limited to one (1) component of the District, the governing body of the District, compensation of the Superintendent, compensation of the chief executive officer of any component of the District, and operation of the immediate offices of these officers.*

*The salaries of administrative and clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all the following conditions are met:*

- i. Administrative or clerical services are integral to a project or activity.*
- ii. Individuals involved can be specifically identified with the project or activity.*
- iii. Such costs are explicitly included in the budget or have the prior written approval of the Federal awarding agency.*
- iv. The costs are not also recovered as indirect costs.*

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

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

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

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

*When the obligation is for:*

- a. Acquisition of property – on the date which the District makes a binding written commitment to acquire the property.*
  - b. Personal services by an employee of the District – when the services are performed.*
  - c. Personal services by a contractor who is not an employee of the District – on the date which the District makes a binding written commitment to obtain the services.*
  - d. Public utility services – when the District received the services.*
  - e. Travel – when the travel is taken.*
  - f. Rental of property – when the District uses the property.*
  - g. A pre-agreement cost that was properly approved by the Secretary under the cost principles in 2 C.F.R. Part 200, Subpart E – Cost Principles – on the first day of the project period.*
- F. Period of Performance:** *All obligations must occur on or between the beginning and ending dates of the grant project. This period of time is known as the period of performance. The period of performance is dictated by statute and will be indicated in the Grant Award Notification (“GAN”). As a general rule, State-administered Federal funds are available for obligation within the year that Congress appropriates the funds for. However, given the unique nature of educational institutions, for many Federal education grants, the period of performance is twenty-seven (27) months. This maximum period includes a fifteen (15) month period of initial availability, plus a twelve (12) month period of carry over. For direct grants, the period of performance is generally identified in the GAN.*

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

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

**DAF-2 CASH MANAGEMENT AND FUND CONTROL**

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

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

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

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

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

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

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

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

**DAF-3 PROCUREMENT**

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

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

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

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

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

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

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

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

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

- a. unreasonable requirements on firms in order for them to qualify to do business;*
- b. unnecessary experience and excessive bonding requirements;*
- c. noncompetitive contracts to consultants that are on retainer contracts;*
- d. organizational conflicts of interest;*
- e. specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement; and/or*
- f. any arbitrary action in the procurement process.*

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

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

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

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

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

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

**a. Micro-purchases**

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

**b. Small Purchases (Simplified Acquisition)**

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

**c. Sealed Bids**

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

- i. a complete, adequate, and realistic specification or purchase description is available;*
- ii. two (2) or more responsible bidders are willing and able to compete effectively for the business; and*
- iii. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.*

*When sealed bids are used, the following requirements apply:*

- i. Bids shall be solicited in accordance with the provisions of State law and **DJE**. Bids shall be solicited from an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.*
- ii. The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.*
- iii. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.*
- iv. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.*
- v. The Board reserves the right to reject any and all bids for sound documented reason.*
- vi. Bid protests shall be handled pursuant to the process set forth in **DAF-3.I**.*

**D. Competitive Proposals**

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

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

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

**E. Noncompetitive Proposals**

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

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

**F. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms:**

*The District must take necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:*

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;*
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;*
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;*
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;*

- e. *Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and*
- f. *Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.*

**G. Contract/Price Analysis:**

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

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

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

**H. Time and Materials Contracts:**

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

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

**I. Suspension and Disbarment:**

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

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



*Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensure. A person so excluded is suspended. (See 2 CFR Part 180 Subpart G).*

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

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

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

**J. Additional Requirements for Procurement Contracts Using Federal Funds:**

- a. *For any contract using Federal funds under which the contract amount exceeds the upper limit for Simplified Acquisition/Small Purchases (see DAF-3.C.2), the contract must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties. (See 2 CFR 200, Appendix II(A)).*
- b. *For any contract using Federal funds under which the contract amount exceeds \$10,000, it must address the District's authority to terminate the contract for cause and for convenience, including the manner by which termination will be effected and the basis for settlement. (See 2 CFR 200, Appendix II(B)).*
- c. *For any contract using Federal funds under which the contract amount exceeds \$150,000, the contract must include clauses addressing the Clean Air Act and the Federal Water Pollution Control Act. (See 2 CFR 200, Appendix II(G)).*
- d. *For any contract using Federal funds under which the contract exceeds \$100,000, the contract must include an anti-lobbying clause, and require bidders to submit Anti-Lobbying Certification as required under 2 CFR 200, Appendix II (J).*
- e. *For each contract using Federal funds and for which there is no price competition, and for each Federal fund contract in which a cost analysis is performed, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of the contractor's past performance, and industry profit rates in the surrounding geographical area for similar work. (See 2 CFR 200.323(b)).*

**K. Bid Protest:**

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

*A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request For Proposals (RFPs) or the individual bid specifications package, for resolution. Bid protests shall be filed in writing with the Superintendent within seventy-two (72) hours of the opening of the bids in protest.*

*Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts. Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.*

**L. Maintenance of Procurement Records:**

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

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

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

**A. Mandatory Contract Clauses:**

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

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

- d. *The contractor's determination of its allowable costs must be made in compliance with the applicable departmental and program regulations and Office of Management and Budget cost circulars;*
  - e. *The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the state agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;*
  - f. *The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and*
  - g. *The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the state agency, or the department.*
- B. *Contracts with Food Service Management Companies:*** *Procedures for selecting and contracting with a food service management company shall comply with guidance provided by the NHDOE, including standard forms, procedures and timelines for solicitation, selection and approval of proposals and contracts.*

**C. *“Buy American” Requirement:***

*Under the “Buy American” provision of the National School Lunch Act (the “NSLA”), school food authorities (SFAs) are required to purchase, to the maximum extent practicable, domestic commodity or product. As an SFA, the District is required to comply with the “Buy American” procurement standards set forth in 7 CFR Part 210.21(d) when purchasing commercial food products served in the school meals programs. This requirement applies whether the District is purchasing the products directly or when the products are purchased by third parties on the District’s behalf (e.g., food service management companies, group purchasing cooperatives, shared purchasing, etc.).*

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

- a. *Exceptions: The two main exceptions to the Buy American requirements are:*
  - i. *The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or*
  - ii. *Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.*
- b. *Steps to Comply with Buy American Requirements: In order to help assure that the District remains in compliance with the Buy American requirement, the Food Service Director, shall*

- i. *Include a Buy American clause in all procurement documents (product specifications, bid solicitations, requests for proposals, purchase orders, etc.);*
- ii. *Monitor contractor performance;*
- iii. *Require suppliers to certify the origin of the product;*
- iv. *Examine product packaging for identification of the country of origin; and*
- v. *Require suppliers to provide specific information about the percentage of U.S. content in food products at all times.*

**DAF-5 CONFLICT OF INTEREST AND MANDATORY DISCLOSURES**

*The District complies with the requirements of State law and the Uniform Guidance for conflicts of interest and mandatory disclosures for all procurements with federal funds.*

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

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

*Covered individuals will not solicit or accept any gratuities, favors, or items from a contractor or a party to a subcontractor for a federal grant or award. Violations of this rule are subject to disciplinary action. The Superintendent shall timely disclose in writing to NHDOE or other applicable pass-through-entity, all violations of federal criminal law involving fraud, bribery, or gratuities potentially affecting any federal award. The Superintendent shall fully address any such violations promptly and notify the Board with such information as is appropriate under the circumstances (e.g., applicable disciplinary action).*

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

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

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

- B. Records:** *The Superintendent shall maintain records that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.*
- C. Inventory:** *No less than once every two years, the Superintendent shall cause a physical inventory of all equipment and pilferable items must be taken and the results reconciled with the property records at least once every two years. Except as otherwise provided in this policy, inventories shall be conducted consistent with **Board Policy DID.***
- D. Control, Maintenance and Disposition:** *The Superintendent shall develop administrative procedures relative to property procured in whole or in part with Federal funds to:*
- a. prevent loss, damage, or theft of the property; Any loss, damage, or theft must be investigated;*
  - b. to maintain the property and keep it in good condition; and*
  - c. to ensure the highest possible return through proper sales procedures, in those instances where the District is authorized to sell the property.*

**DAF-7 TRAVEL REIMBURSEMENT – FEDERAL FUNDS**

*The Board shall reimburse administrative, professional and support employees, and school officials, for travel costs incurred in the course of performing services related to official business as a federal grant recipient.*

*For purposes of this policy, “travel costs” shall mean the expenses for transportation, lodging, subsistence, and related items incurred by employees and school officials who are in travel status on official business as a federal grant recipient.*

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

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

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

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

*All travel costs must be presented with an itemized, verified statement prior to reimbursement. In addition, for any costs that are charged directly to the federal award, the Superintendent and/or Business Administrator shall maintain sufficient records to justify that:*

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

**DAF-8 ACCOUNTABILITY AND CERTIFICATIONS**

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

**DAF-9 TIME-EFFORT REPORTING / OVERSIGHT**

*The Superintendent will establish sufficient oversight of the operations of federally supported activities to assure compliance with applicable federal requirements and to ensure that program objectives established by the awarding agency are being achieved. The District will submit all reports as required by federal or state authorities.*

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

- A. Compensation:** *Compensation for employment services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the Federal award, including but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits, which are addressed in 2 CFR 200.431 Compensation – fringe benefits. Costs of compensation are allowable to the extent that they satisfy the specific requirements of these regulations, and that the total compensation for individual employees:*
  - a. is reasonable for the services rendered, conforms to the District’s established written policy, and is consistently applied to both Federal and non-Federal activities; and*
  - b. follows an appointment made in accordance with the District’s written policies and meets the requirements of Federal statute, where applicable.*
  
- B. Time and Effort Reports:** *Time and effort reports shall:*
  - a. be supported by a system of internal controls which provide reasonable assurance that the charges are accurate, allowable, and properly allocated;*
  - b. be incorporated into the official records of the District;*
  - c. reasonably reflect the total activity for which the employee is compensated by the District, not exceeding 100% of the compensated activities;*
  - d. encompass both Federally assisted and other activities compensated by the District on an integrated basis;*

- e. *comply with the District's established accounting policies and practices;*
- f. *support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) Federal award, a Federal award and non-Federal award, an indirect cost activity and a direct cost activity, two (2) or more indirect activities which are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity.*

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

**DAF-10 GRANT BUDGET RECONCILIATION**

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

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

**DAF-11 SUB-RECIPIENT MONITORING AND MANAGEMENT**

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

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

**A. Sub-award Contents and Communication.**

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

- a. *Every sub-award will be clearly identified and include the following Federal award identification:*
  - i. *Subrecipient name*
  - ii. *Subrecipient's unique ID number (DUNS)*
  - iii. *Federal Award ID Number (FAIN)*

- iv. *Federal award date*
  - v. *Period of performance start and end date*
  - vi. *Amount of federal funds obligated*
  - vii. *Amount of federal funds obligated to the subrecipient*
  - viii. *Total amount of the Federal award*
  - ix. *Total approved cost sharing or match required where applicable*
  - x. *Project description responsive to FFATA*
  - xi. *Name of Federal awarding agency, pass through entity and contact information*
  - xii. *CFDA number and name*
  - xiii. *Identification of the award is R&D*
  - xiv. *Indirect cost rate for the Federal award*
- b. *Requirements imposed by the District including statutes, regulations, and the terms and conditions of the Federal award.*
  - c. *Any additional requirements the District deems necessary for financial or performance reporting of subrecipients as necessary.*
  - d. *An approved indirect cost rate negotiated between subrecipient and the Federal government or between the pass-through entity and subrecipient.*
  - e. *Requirements that the District and its auditors have access to the subrecipient records and financial statements.*
  - f. *Terms and conditions for closeout of the sub-award.*

**B. Subrecipient Monitoring Procedures.**

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

*Subrecipient monitoring procedures include:*

- a. *At the time of proposal, assess the potential of the subrecipient for programmatic, financial, and administrative suitability.*
- b. *Evaluate each subrecipient's risk of noncompliance prior to executing a sub-award. In doing so, the District will assess the subrecipient's:*
  - i. *Prior experience with the same or similar sub-awards.*
  - ii. *Results of previous audits and single audit (if applicable).*
  - iii. *New personnel or new or substantially changed systems.*
  - iv. *The extent and results of Federal awarding agency monitoring.*
- c. *Confirm the statement of work and review any non-standard terms and conditions of the sub-award during the negotiation process.*
- d. *Monitor financial and programmatic progress and ability of the subrecipient to meet objectives of the sub-award. To facilitate this review, subrecipients are required to submit sufficient invoice detail and a progress report. The District project managers will encourage subrecipients to submit regular invoices.*



- e. *Invoices and progress reports will be date stamped upon receipt if received in hard copy. A record of the date of receipt will be maintained for those invoices sent electronically.*
- f. *In conducting regular oversight and monitoring, the District project managers will:*
  - i. *Verify invoices that include progress reports.*
  - ii. *Review progress reports to ensure project is progressing appropriately and on schedule.*
  - iii. *Compare invoice to agreement budget to ensure eligibility of costs and that costs do not exceed budget.*
  - iv. *Review invoice to ensure supporting documentation is included and invoices costs are within the scope of work for the projects being invoiced.*
  - v. *Obtain report, certification and supporting documentation of local (non-federal)/in-kind match work from the subrecipient.*
  - vi. *Review subrecipient match tasks for eligibility.*
  - vii. *Initial the progress report and invoice confirming review and approval prior to payment.*
  - viii. *Raise any concerns to the Business Administrator.*
- g. *The Business Administrator, upon recommendation from the project's manager, will approve the invoice payment and will initial invoices confirming review and approval prior to payment.*
- h. *Payments will be withheld from subrecipients for the following reasons:*
  - i. *Insufficient detail to support the costs billed;*
  - ii. *Unallowable costs;*
  - iii. *Ineligible costs; and/or*
  - iv. *Incomplete work or work not completed in accordance with required specifications.*
- i. *Verify every subrecipient is audited in accordance with 2 CFR §200 Subpart F – Audit Requirements.*

**C. Subrecipient Project Files.**

*Subrecipient project files will contain, at a minimum, the following:*

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

**D. Audit Requirements.**

*All subrecipients are required to annually submit their audit and Single Audit report to the District for review to ensure the subrecipient has complied with good accounting practices and federal regulations.*

*If a deficiency is identified, the District will:*

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

**E. Methodology for Resolving Findings.**

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

*The District will only consider taking enforcement action against non-compliant subrecipients in accordance with 2 CFR 200.338 when noncompliance cannot be remedied. Enforcement may include taking any of the following actions as appropriate:*

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

**Legal References:**

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

**Related Policies:**

*DI, Financial Management & Reporting  
DID, Capital Assets  
DJ, Purchasing  
DJB, Purchasing Procedures  
DJC, Petty Cash  
DJE, Bidding Requirements  
DJF, Local Purchasing  
DK, Payment Procedures  
DKC, Expense Reimbursements  
DKCA/R, District Travel Reimbursements*

*See Also: EFAA, Meal Charging; EHB/R, Data & Record Retention*

Approval:

Reviewed:

Revised:



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: DI**

**APPROVAL:**

### **FINANCIAL MANAGEMENT & REPORTING**

The Litchfield School District's financial management system shall be in conformance with the New Hampshire Financial Accounting Handbook published by the State Department of Education. An adequate system of encumbrance accounting shall be maintained.

A system shall be implemented to allow for the financial management of all District operations including the integration of human resource data that has a financial impact on the District's operations. The District shall develop a chart of accounts and reporting structure that shall be in conformance with the New Hampshire Financial Accounting Handbook published by the State Department of Education.

#### **Requirements**

The following requirements must be satisfied by the financial management system:

**Administrative Control:** The financial records shall guide the making or deferring of purchases, the expanding or curtailing of programs, the hiring or replacement of staff positions, and the controlling of expenses. Current data shall be available and in such form that periodic summaries can be readily made from the data.

*All purchases for property and services made using federal funds are conducted in accordance with all applicable Federal and State laws and regulations, the Uniform Grant Guidance, and the District's written policies and procedures. See Board Policy DAF: DAF-2.*

**Budget Preparation:** The financial records shall serve as a guide to budget estimates of subsequent years, hold expenditures to the amounts appropriated, and the monitoring of revenues to the budget. Accounts shall be kept for each item for which separate budget or revenue estimates must be made. An adequate chart of accounts shall be used.

**Accounting for Stewardship:** The financial records of the District shall show that those in charge have handled the funds within the framework of the law and in accordance with Board policy.

The Litchfield School District's financial records shall provide the following information:

For each budgetary account: the appropriation, appropriation transfers, expenditures, encumbrances, and unencumbered balance.

For each purchase order: the name of vendor, description of the item involved, the amounts and any call for bids, and an abstract of the bids received, (if bids are required). Purchase orders covering procurement or credit card purchases that do not itemize purchases must have copies of each charge slip as documentary back-up.

For each purchase: the purchase order information above, plus the record of receipt and condition of goods (if applicable), or the authorization to pay the invoice, and the record of payment.



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE:**

**APPROVAL:**

For each revenue account: the budget estimate, the estimates as revised periodically, the receipts to date, and the balance anticipated.

**Reporting**

The Litchfield School Board shall receive monthly financial management reports and statements showing the financial condition of the School District. These reports shall contain estimates to project cost for the full year, including actual and encumbered expenses. The School Board may ask for a statement or report at any time. Due to fiscal year closing procedures, monthly reports are not required for July and August.

*Reporting of federal funds and grants shall be made in compliance with 2 CFR 200. See Policy DAF.*

**Responsibility**

The Business Administrator has the primary responsibility for the management and oversight of the financial management system. The Director of Human Resources shall be responsible for the personnel components of that system.

**Regulatory Reference:**

*NH Code of Administrative Rules, Section Ed. 302:02(e)(j), Substantive Duties of the Superintendent  
2 CFR 200*

*See Also: Policy DAF, Administration of Federal Funds: DAF-2, Cash Management & Fund Control*

Approval:

Reviewed:

Revised: July 15, 2020

Approval: 2nd Reading, July 29, 2009



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: DJ / DJB**

**APPROVAL:**

### **PURCHASING (DJ)**

The Litchfield School District purchases supplies, equipment, and services necessary to support its educational programs. The District's purchasing goal is to provide the highest quality products and services at the best value and service.

The acquisition of supplies, equipment, and services will be centralized in the business office, which functions under the supervision of the Superintendent, and through whose office all purchasing transactions are conducted.

The Superintendent is responsible for the quality and quantity of purchases made. All purchases shall fall within the framework of budgetary limitations and shall be consistent with the approved educational goals and programs of the District.

The Business Administrator shall be solely responsible for the final approval of all non-educational purchases. The Superintendent or designee shall approve educational purchases beyond budget limitations.

The Business Administrator shall be responsible for all phases of purchasing in accordance with this policy; for requisitions, current order purchasing, writing of specifications for bids and requests for quotations, deliveries, storage, and other tasks related to the purchases, acceptance and distribution of supplies. It is the responsibility of the Business Administrator to make purchase decisions that, in totality, are in the best interest of the District.

*All purchases for property and services made using federal funds are conducted in accordance with all applicable Federal and State laws and regulations, the Uniform Grant Guidance, and the District's written policies and procedures. See Board Policy DAF.*

**Statutory Reference/Administrative Rule:**

*RSA 194-C:4 II(a), Superintendent Services*

*NH Code of Administrative Rules, Section 303.01(b), Substantive Duties of School Boards*

*2 CFR 200.318 - 200,326*

*See Also: Purchasing Procedures (DJB)*

*Administration of Federal Funds (DAF)*

Approval:

Reviewed:

Revised: July 15, 2020

Approval: 2nd Reading, September 9, 2009



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: DJ / DJB**

**APPROVAL:**

### **PURCHASING PROCEDURES (DJB)**

Fiscal management can only be achieved through proper and consistent purchasing procedures for the procurement of supplies, equipment, and services for the Litchfield School District. These purchasing procedures are to ensure not only the proper encumbrance for forecast purposes, but to ensure management of funds is in compliance with District policy, generally accepted accounting principles, and the rules of the New Hampshire Department of Education. This procedure shall:

- Provide for the consistent accountability of all District funds.
- *Provide for the consistent accountability of all Federal Funds and Grants received by the District.*

Require that purchases be supported by purchase orders, contracts, or itemized procurement card (p-card) receipts. Payment shall be made only upon receipt of an original invoice or monthly p-card statement, and acknowledgement by the school or person receiving the goods or service of the completion of the order. When authorized by the Superintendent or Business Administrator to complete a cash purchase, school personnel shall submit the original itemized receipt for reimbursement.

Require school personnel to maintain a clear audit trail from receipt of funds to disbursement of funds.

Purchase requisitions must be entered in the District's financial software containing the budget unit organization and object codes to be charged, and bear the electronic approval of the Principal and/or Director. Orders that must be put to bid or have solicited price quotations must have a copy of the bid or quotation provided. The SAU Business Office shall verify that District policy and correct accounting codes are followed prior to the issuance of a purchase order. It shall be the responsibility of the Principal or Director to request a budget transfer of funds to cover any order that may take an account over-budget.

Expenditures that are less than the amount allocated to a particular function/object line shall be authorized in the following manner:

- \$0 to \$2,500                      Building Principal or Director
- 2,500 & above                      Business Administrator

Purchases and projects involving expenditures in excess of the following dollar amounts shall be expected to comply with these practices:

- \$0 to \$10,000                      Best interest of the District
- \$10,001 to \$20,000              Request at least three (3) written quotes (if available)
- \$20,001 & above                  Request at least three (3) written quotes in response to District developed Requests for Quotations or bid documents.

Exceptions to Bidding or Written Quotation Requirements:

- Purchases made through collaborative purchasing groups.
- Purchases of utilities, where competitive sources are not available.



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**APPROVAL:**

- Purchases involving the acquisition of personal or professional services.
- Purchases of proprietary maintenance contracts, where alternate “authorized” sources are not available.
- Renewal of current vendor service contracts where quality and timely performance is a critical requirement and where the Business Administrator determines renewal is in the best interest of the District.
- Purchases involving minor repairs.
- Purchases involving major repairs where bidding or formal request for quotation (RFQ) requirements are waived by the Business Administrator due to the urgency of the repair.
- Purchases involving a documented sole source of supply (e.g. textbooks) or Board approved sole source vendors.
- Any other purchases deemed to be within the best interest of the District and approved by the Board.

No exception shall be made nor procedure followed that is contrary to New Hampshire or Federal law. *All purchases for property and services made using federal funds must be conducted in accordance with all applicable Federal, State and local laws and regulations, the Uniform Guidance, and the District’s written policies and procedures. See Policy DAF: DAF-3.*

*Procurement of all supplies, materials equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, District policies, and procedures. See Policy DAF: DAF-3.*

Construction projects with a cost in excess of \$25,000 must be approved by the School Board. All bids and Requests for Proposals shall be issued from the SAU Business Office unless otherwise stated by the Superintendent.

Purchase orders or District procurement cards are to be used in every possible instance. Blanket purchase orders may be issued to vendors where repeated purchases of incidental items take place. All blanket purchase orders must be approved by the Business Administrator. The requirement for purchase orders may be waived by the Business Administrator.

Employees provided with a District procurement card for business purchases must follow the procedures established for p-card purchases.

In the event that a function and object line would become over expended, the expenditure must be approved by the Superintendent or designee. Every effort shall be made to find savings in other areas of the budget to offset such expenditure.

The Superintendent, with the advice of the Business Administrator, may institute a partial or full freeze on expenditures at any time to protect the District against a potential deficit.



## LITCHFIELD SCHOOL DISTRICT

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**APPROVAL:**

All purchasing, whenever possible and in the best interest of the District, shall be done cooperatively through collaborative purchasing groups (e.g. State of New Hampshire bids and U.S. Communities) or with other districts and/or municipalities to take advantage of lower prices for bulk purchasing, and to reduce the administrative costs involved in bidding.

Any individual who places an order without complying with the purchase order or p-card procedures shall be responsible for the payment of or return of the items received.

Administrative procedures relating to purchasing shall be recommended by the Business Administrator and approved by the Superintendent of Schools.

In the event of an emergency, the Superintendent or Business Administrator may approve a purchase outside the regular procedure. The Board shall be notified immediately of such purchases over \$10,000.

*Statutory Reference:*

*2 CFR 200.317 - .326*

*See Also:*

*DAF: DAF-3, Administration of Federal Funds*

*Policy DJE, Bidding Requirements*

*Policy DAF, Administration of Federal Funds: DAF-3, Procurement*





## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: DJE**

**APPROVAL:**

### **BIDDING REQUIREMENTS**

#### ***District Funds***

All contracts for, and purchases of supplies, materials, equipment, and contractual services in excess of \$20,000, shall be based, when feasible, on at least three competitive bids or quotations in response to district developed requirements, unless the purchase falls under the authorized exceptions (see Policy DJB). All purchases of \$20,000 or less may be made in the open market. Such purchases shall be completed after careful pricing, quality, and other factors are determined to be in the best interest of the District.

When bidding procedures are used, bids shall be advertised appropriately on the District website, unless the Business Administrator determines that a pre-qualified vendor list is in the best interest of the District, and such list is approved by the Board. Vendors shall be invited to have their names placed on mailing lists to receive notices of invitations to bid. When specifications are prepared, they will be made available to all merchants and firms who have indicated an interest in bidding or have been pre-qualified. The District reserves the right to use online electronic bid processes to meet its bidding requirements. The Business Administrator is authorized to determine when online bids will be used. Online processes shall not be used for construction bids unless specifically approved by the School Board.

All bids must be submitted in sealed envelopes, addressed to the SAU, and plainly marked with the name of the bid and the time of the bid opening. Bids shall be opened at the time specified and all bidders and other persons shall be invited to be present. These requirements are waived when an online electronic bid process is used.

All bidders must meet all qualifications established by the District and must certify that they do not have business or personal relationships with members of the Litchfield School Board or Administration. If a business or personal relationship exists, bidders must disclose such relationship as part of the bid.

The Board reserves the right to reject any or all bids and to accept that bid which they deem to be in the best interest of the District. The Board reserves the right to waive any formalities in, or reject, any or all bids or any part of any bid. Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered. The Board also reserves the right to negotiate with a bidder when all bids exceed the budgeted appropriation.

The bidder to whom the award is made shall be required to enter into a written contract with the District.

Upon successful award of a bid, a contract shall be required between the successful bidder and the Litchfield School District in a form acceptable to the District.

#### ***Federal Funds and Grants***

*The District avoids situations that unnecessarily restrict competition and avoids acquisition of unnecessary or duplicative items. Individuals or organizations that develop or draft specifications,*



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#### **APPROVAL:**

*requirements, statements of work, and/or invitations for bids, requests for proposals, or invitations to negotiate, are excluded from competing for such purchases.*

*Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis shall be made to lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.*

*Contracts are awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. No contract is awarded to a contractor who is suspended or debarred from eligibility for participation in federal assistance programs or activities.*

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

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

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

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

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

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

- a. Micro-purchases**

*Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$10,000.*



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*To the extent practicable, the District shall distribute micro-purchase equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if the Superintendent considers the price to be reasonable. The District maintains evidence of this reasonableness in the records of all purchases made by this method.*

**b. Small Purchases (Simplified Acquisition)**

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

**c. Sealed Bids**

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

- i. a complete, adequate, and realistic specification or purchase description is available;*
- ii. two (2) or more responsible bidders are willing and able to compete effectively for the business; and*
- iii. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.*

*When sealed bids are used, bids shall be solicited in accordance with the provisions of State law and **DJE**.*

**Competitive Proposals, Non-Competitive Proposals, and Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms: See Policy DAF: DAF-3 D, E, F.**

**D. Contract/Price Analysis:**

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

**For further information on the Methods of Contract/Price Analysis, Time & Material Contracts, and Suspension & Disbarment, see Policy DAF: DAF-3 G, H I.**

**E. Additional Requirements for Procurement Contracts Using Federal Funds:**

- a. For any contract using Federal funds under which the contract amount exceeds the upper limit for Simplified Acquisition/Small Purchases (see DAF-3.C.2), the contract must*



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*address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties. (See 2 CFR 200, Appendix II(A)).*

- b. For any contract using Federal funds under which the contract amount exceeds \$10,000, it must address the District's authority to terminate the contract for cause and for convenience, including the manner by which termination will be effected and the basis for settlement. (See 2 CFR 200, Appendix II(B)).*
- c. For any contract using Federal funds under which the contract amount exceeds \$150,000, the contract must include clauses addressing the Clean Air Act and the Federal Water Pollution Control Act. (See 2 CFR 200, Appendix II(G)).*
- d. For any contract using Federal funds under which the contract exceeds \$100,000, the contract must include an anti-lobbying clause, and require bidders to submit Anti-Lobbying Certification as required under 2 CFR 200, Appendix II (J).*
- e. For each contract using Federal funds and for which there is no price competition, and for each Federal fund contract in which a cost analysis is performed, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of the contractor's past performance, and industry profit rates in the surrounding geographical area for similar work. (See 2 CFR 200.323(b)).*

**For Bid Protest procedures, see Policy DAF: DAF-3 K.**

**F. Maintenance of Procurement Records:**

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

**Legal References:**

*2 CFR 200.318 - 200.326*

*RSA 194-C:4 II (a), Superintendent Services*

*NH Code of Administrative Rules, Section Ed. 303.01 (b), Substantive Duties of School Boards*

**See Also:**        *DAF, Administration of Federal Funds*  
                      *DJ/DJB, Purchasing Procedures*

**Approval:**

**Reviewed:**

**Revised:**        July 15, 2020

**Approval:**       2nd Reading, October 7, 2009



**LITCHFIELD SCHOOL DISTRICT**

***POLICY CODE: DJE***  
***APPROVAL:***



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: DKCA / DKCA-R**

**APPROVAL:**

### **DKCA DISTRICT TRAVEL REIMBURSEMENTS**

Upon written request to the Superintendent, permission may be granted to staff members to travel at District expense on school business. Travel associated with specific line items in the approved budget requires only the appropriate administrator's approval.

Any employee wishing to be reimbursed for expenses incurred under this section must complete a travel expense voucher and submit it, along with all receipts, to the SAU Business Office within fifteen (15) days upon returning from the trip.

Reimbursement to LEA members utilizing LEA budgetary professional development monies shall follow procedures outlined in the Collective Bargaining Agreement and District LEA procedures.

*Travel reimbursement shall be subject to the same restrictions, procedures and controls as set forth in Board Policy DAF-7 regarding travel relating to federal grant funds.*



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: DKCA / DKCA-R**

**APPROVAL:**

### **DKCA-R DISTRICT TRAVEL REIMBURSEMENT PROCEDURES**

#### **Definitions**

**In-District Location**: any location within the Town of Litchfield to which employees travel to conduct business on behalf of the School District.

**Temporary Place of Business**: a location outside the Town of Litchfield to which employees travel to conduct business on behalf of the School District.

#### **Factors Considered in Approval Process**

In reviewing a request, the Superintendent or Administrator shall consider at least the following factors:

- Value to the District and to the individual.
- Available funds.
- Individual's membership in the association or group sponsoring the event, if applicable.
- Whether the person making the request is on the event program. Direct participation shall be considered an added reason for approval.

#### **Conferences, Seminars, Workshops**

For activities approved in the District's operating budget or upon written request to the Superintendent, permission may be granted to non-LEA staff members to attend work-related conferences, seminars, or workshops at District expense. Maximum reimbursement for these activities shall be limited to:

- Full cost of registration.
- Meals not to exceed \$50.00 per day for three meals. Amount must be pro-rated for any meals included in the registration fee.
- Travel expenses.

#### **Private Transportation**

Travel reimbursement for use of private transportation shall be at the rate established by the Internal Revenue Service and shall be subject to the following conditions:

#### **Non-Reimbursable Expenses**

- Commuting Expenses. No person shall be reimbursed for the cost of traveling between their home and any in-district location.

#### **Reimbursable Expenses**

- Limitations. All mileage expense reimbursement shall be limited to the direct travel distance between two locations.
- Temporary Place of Business. Employees may be reimbursed for mileage expenses incurred traveling between an in-district location and a temporary place of business to perform school district business. Employees may be reimbursed for mileage expenses incurred traveling between their home and a temporary place of business to perform school district business.
- In-District Locations. Employees may be reimbursed for mileage expenses incurred traveling between two in-district locations to perform school district business. The Superintendent or



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**POLICY CODE: DKCA / DKCA-R**

**APPROVAL:**

designee shall maintain and disseminate a chart showing the mileage between the various schools and school-related facilities.

### **Expense Guidelines**

#### **Transportation**

Method of transportation selected must be the most advantageous to the District, when cost and other factors are considered. Travel must be by the most expeditious means of transportation practicable and commensurate with the nature and purpose of the employee's duties. Employees choosing methods of transportation that are not the most advantageous to the District, as determined by the Superintendent or designee, or by the Litchfield School Board when the employee is the Superintendent or a member of the Board, shall be personally responsible for the additional expense over the most advantageous method.

#### **Air**

Employees are encouraged to procure economy and/or discounted fare. Higher priced options shall be approved in advance by the Superintendent or Business Administrator, or designees. Employees shall make reservations far enough in advance to receive a discounted fare whenever possible.

Reimbursement shall be for the cost of airfare from departure point to point of business destination and original point of return only. If personal stops are made en route to a business destination, the employee shall be reimbursed only for the original discounted round-trip coach fare from original departure point directly to the business destination and point of return.

#### **Ground**

Use of other modes of transportation may be approved by the Superintendent or designee, or by the Litchfield School Board when the employee involved is the Superintendent or a member of the Board, based on circumstances of travel that render air transportation uneconomical or impractical. When applicable, rate for reimbursement for ground transportation or an employee's personal vehicle shall be based on the current IRS guidelines.

#### **Lodging**

Reimbursement for lodging shall not be provided when the conference site is within fifty (50) miles (one way) driving distance from the closer of the Town of Litchfield or the employee's home unless previously approved by the Superintendent or designee, or by the Litchfield School Board when the employee involved is the Superintendent or a member of the Board.

Lodging accommodations for approved conferences shall be based on single occupancy rates. The Litchfield School District shall not reimburse employees for lodging expenses incurred for additional guests in the same room who are not District employees on official District business. If there are no vacancies in the hotel where the conference is being held, the employee shall attempt to secure comparable rates at the nearest hotel.

Lodging shall be provided for the night prior to a conference, through the last day of the conference.





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### **Business Meals**

The IRS has stringent regulations regarding business meals, one of which is that the meal must directly precede or follow substantial and bona fide business discussion. The Litchfield School District must be able to properly document the meal to satisfy these requirements. Therefore, the following information shall be provided when requesting reimbursement for a business meal:

- Cost (including tax and tip)
- Date
- Name and location of restaurant
- Names, titles, and business relationship to all persons attending
- Business purpose
- The itemized listing of purchases

### **Alcohol**

No alcoholic beverages shall be purchased with Litchfield School District funds.

### **Personal Travel**

When personal travel is co-mingled with the District, business travel employees shall be required to separate business expenses from personal expenses when submitting their Travel Reimbursement expense form.

Please remember that employee travel is always subject to public disclosure and therefore additional accounting and scrutiny is required by the employee and the District to separate District business travel from any personal travel.

### **Reimbursement**

Any employee wishing to be reimbursed for travel expenses incurred under this section must complete a travel voucher containing a compilation of expenses incurred. The Superintendent or designee shall establish procedures for reimbursement in order to insure efficient practices. Requests for mileage reimbursement shall be submitted, when possible, prior to the conclusion of the fiscal year.

*Travel reimbursement shall be subject to the same restrictions, procedures and controls as set forth in Board Policy DAF-7 regarding travel relating to federal grant funds*

Employees issued a District procurement card shall use the p-card for all expenses (where accepted), except for those not allowed under the p-card procedure (e.g. personal meals).

### **Legal Reference:**

*2 CFR 200.474(b)*

*See Also: DAF: DAF-7, Administration of Federal Funds*

Approval:

Reviewed:



**LITCHFIELD SCHOOL DISTRICT**

***POLICY CODE: DKCA / DKCA-R***

***APPROVAL:***

Revised:

Approval: January 4, 2012



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: DN**

**APPROVAL:**

### **SCHOOL EQUIPMENT & SUPPLIES DISPOSAL**

The Litchfield School Board delegates to the Superintendent and/or his/her designee(s) the proper disposal of equipment or supplies valued at or below \$1,000.00.

No equipment or supplies with a salable value over \$1,000.00 shall be disposed of until permission has been received by the Litchfield School Board. The Board shall determine the value of such items in order to determine disposition by sale, donation, auction, transfer or appropriate waste disposal.

Sale of real estate will be by the vote of the electorate of the school district at an annual or special district meeting, and the revenue derived therefore will be returned to the general fund to defray costs of current expenses.

#### **School Equipment and Supplies Disposal Procedures**

The Litchfield School Board authorizes the Superintendent and/or designee(s) to properly dispose of obsolete items valued at or under \$1,000.00 according to the following priority actions:

##### **By sale, if applicable.**

- When practicable, the Superintendent and/or designee(s) shall donate such items to charitable organizations and schools.
- By giving such items to local citizens.
- By removal to the town solid waste facility or other appropriate disposal sites.

A record of disposition of materials shall be kept in the SAU Office, and shall include the following information:

- The type of equipment or supplies for disposal;
- The type of disposal – sale, auction, donation, transfer or disposal;
- The date of disposition;
- Assigned value of the material(s);
- Sale amount, if applicable;
- The party or parties involved.

Disposition of items valued over \$1,000.00 will be determined by the Litchfield School Board.

#### ***Disposal of Equipment and Supplies acquired with Federal Funds***

*Equipment and supplies acquired with federal funds will be used, managed, and disposed of in accordance with applicable state and federal requirements. See Policy DAF: DAF-6.*

#### ***Equipment and Pilferable Items***

***Equipment*** means tangible personal property, including information technology systems, having a useful life of more than one year and a per-unit purchase cost which equals or exceeds the lesser of \$5,000, or the capitalization level established by the District for financial statement purposes.



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**Pilferable Items** are those items, regardless of cost, which may be easily lost or stolen, such as cell phones, tablets, graphing calculators, software, projectors, cameras and other video equipment, computer equipment and televisions.

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

**Inventory:** No less than once every two years, a physical inventory of all equipment and pilferable items must be taken and reconciled with the property records by the Superintendent or designee. Inventories shall be conducted consistent with Policy DID.

**Control, Maintenance and Disposition:**

- All property will be properly maintained and be kept in good condition.
- Any theft of property shall be investigated by the Superintendent and may include involvement of law enforcement personnel. Consequences for the theft of property shall be determined by the Superintendent and may include termination of employment (if an employee is involved) or suspension / expulsion from school (if a student is involved).
- Property that is lost or damaged shall be reported to the Superintendent and the District's insurance provider for repair/replacement.
- If authorized to sell any property, the Superintendent will ensure the highest possible return.

**Legal Reference:**

2 CFR 200.313(d)

See Also: Policy DAF: DAF-6, Administration of Federal Funds  
Policy DID/DID-R, Capital Assets

Approval:

Reviewed:

Revised: July 15, 2020

Approval: 2nd Reading, February 22, 2006



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: GBAA (Employees)**

**APPROVAL:**

### **SEXUAL HARASSMENT, DISCRIMINATION AND VIOLENCE & TITLE IX POLICY & PROCEDURES**

#### **I. GENERAL STATEMENT OF POLICY**

It is the policy of the Litchfield School District to maintain a working and learning environment that is free from sexual harassment and violence. The Litchfield School District shall not tolerate any form of sexual harassment, discrimination or violence.

*For the purpose of this policy, the following definitions apply:*

*"Employee" shall include, but not be limited to all school district staff, teachers, non-certified personnel, administrators, volunteers, coaches and/or other such personnel whose employment or position is directed by the school district.*

*"Third parties" include, but are not limited to parents, school visitors, service contractors or others engaged in district business, such as employees of businesses or organizations participating in cooperative work programs with the district and others not directly subject to district control.*

*The Litchfield School District will act to promptly investigate and equitably resolve all complaints, either formal or informal, oral or written, of sexual harassment, discrimination or violence, and to discipline any employee who is judged to have committed these offenses.*

#### **II. SEXUAL HARASSMENT, DISCRIMINATION AND VIOLENCE**

Sexual harassment shall include, but is not limited to, unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct or communication of a sexual nature when:

- Unwelcome conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or obtaining benefits (*quid pro quo*); or
- Unwelcome conduct or communication *that a reasonable person would determine is so severe, pervasive and objectively offensive that* has the purpose or effect of substantially interfering with an individual's employment, or creates an intimidating, hostile or offensive employment environment; or
- *Sexual assault (as define in the Clery Act), dating violence, domestic violence, or staling as defined in the Violence Against Women Act (VAWA).*

Sexual harassment is not limited to requests for sexual favors in return for job benefits. Sexual harassment may include, but is not limited to:

- verbal harassment and/or abuse of a sexual nature;
- leering at an individual's body;
- jokes of a sexual nature;
- the display anywhere on school facilities of sexually suggestive, sexually demeaning or pornographic objects, pictures, writing, posters, or cartoons;
- graphic verbal comments about an individual's body, clothing, or sexual activity;
- subtle pressure for sexual activity;



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: GBAA (Employees)**

**APPROVAL:**

- inappropriate patting or pinching;
- intentional brushing against an individual's body;
- demanding sexual favors accompanied by implied or overt threats concerning an individual's employment;
- demanding sexual favors accompanied by implied or overt promises of preferential treatment with regard to an individual's employment status;
- any sexually motivated unwelcome touching; or
- sexual violence, which is a physical act of aggression that includes a sexual act or sexual purpose.

Sexual harassment includes claims of discrimination based on gender identity or failure to conform to stereotypical notions of masculinity or femininity.

Hostile environment harassment occurs when unwelcome comments or conduct based on sex is so severe, persistent or pervasive that it interferes with an employee's performance or opportunities or creates an intimidating, hostile, or offensive environment. A victim can be anyone affected by the conduct, not just the individual to whom the offensive conduct is directed.

### **III. COMPLAINTS**

Any person who believes he or she has been the victim of sexual harassment, discrimination or violence, by an employee of the Litchfield School District or any third person with knowledge or belief of conduct that may violate this policy should report the alleged acts immediately to an appropriate School District official as designated by this policy. *it is preferred that reports be made to the Title IX Coordinator:*

*Director of Human Resources, (Title IX Coordinator)*

*1 Highlander Court, Litchfield, NH 03052; 603-578-3570; [hfalzone@litchfieldsd.org](mailto:hfalzone@litchfieldsd.org)*

*However, reports may also be made to one or more of the following individuals:*

- Superintendent of Schools, (Human Rights Officer),  
1 Highlander Court, Litchfield, NH 03052; 603-578-3570; [mjette@litchfieldsd.org](mailto:mjette@litchfieldsd.org)
- any District Administrator;
- any school building principal or assistant principal.

*Such reports may be made at any time, including during non-business hours, by using the telephone number, electronic mail address, or by mail to the office address, listed for the Title IX Coordinator.*

If the complaint involves the Superintendent, the complaint shall be filed directly with the School Board. Submission of a complaint or report of sexual harassment, discrimination or violence will not affect the complainant's work assignments or employment.

### **Mandatory Response**

*Upon actual knowledge (notice to any district employee) of a complaint of sexual harassment, the District must respond promptly to the sexual harassment in a manner that is not deliberately indifferent or not clearly unreasonable in light of the known circumstances.*



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: GBAA (Employees)**

**APPROVAL:**

*The Title IX Coordinator's response must include:*

- *Offering supportive measures to the complainant (alleged victim);*
- *Promptly contacting the complainant to discuss the availability of supportive measures;*
- *Consider the complainant's wishes with respect to supportive measures;*
- *Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and*
- *Explain to the complainant the process for filing a formal complaint.*

*A complainant's wishes as to whether the district conducts an investigation are respected unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the wishes of the complainant is "not clearly unreasonable in light of the known circumstances."*

*The District must treat complainants and respondents equitably by offering supportive measures to both.*

*The district must also follow the grievance process before it imposes any disciplinary sanctions or other non-supportive measures against the respondent. The district may still place an employee on administrative leave during the pendency of the grievance process.*

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

### **Formal Complaint**

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

*If the allegations in a formal complaint do not fall under the definition of sexual harassment or did not occur as part of the district's education program or activity, the district must dismiss the allegations for purposes of Title IX but may still address the alleged conduct under the district's own code of conduct.*

### **Supportive Measures**

*Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed which are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment.*



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: GBAA (Employees)**

**APPROVAL:**

*Supportive measures may include counseling, extensions of deadlines or other course- related adjustments, modifications of work or class schedules, shadowing, mutual restrictions on contact between complainant and respondent, changes in work or school locations, leaves of absence, increased security and monitoring of certain areas of the school, and other similar measures.*

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

#### **IV. GRIEVANCE PROCEDURES: PROCESS INTEGRITY PROTECTIONS**

*The Litchfield School District shall follow this grievance process when a complaint of sexual harassment has been received by the Title IX Coordinator:*

- *Both parties (complainant and respondent) will receive written notices of all allegations*
  - *Both parties can elect to select an advisor of their choice*
- *Trained personnel shall objectively evaluate all relevant evidence without prejudgment of the facts at issue and free from conflicts of interest or bias for or against either party*
- *It is the responsibility of the Title IX Coordinator to make sure Title IX personnel are trained. All training materials will be posted on the district web-site.*
- *The district will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.*
- *The district will provide prompt timeframes for conclusion of the grievance process, including appeals and informal resolutions, with allowance for short-term, good cause delays or extensions to time frames. **(Please see Timeframes - Appendix A)***
- *An employee found to violate this policy may face disciplinary sanctions from a warning up to termination. Possible remedies for a complainant would vary on a case by case basis.*
- *The School District will clearly define an appeals process*
- *The district will use the preponderance of evidence standard for all formal complaints of sexual harassment.*

#### **V. INVESTIGATION & RECOMMENDATION**

*The Title IX Coordinator, upon receipt of a report or complaint alleging sexual harassment or sexual violence, shall immediately authorize an investigation. This investigation may be conducted by District officials or by a third party designated by the District.*

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

*The Investigator shall provide a written report of the status of the investigation within ten working days to the Superintendent of Schools. If the Superintendent is the subject of the complaint, the report shall be submitted to the School Board.*





## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: GBAA (Employees)**

**APPROVAL:**

Whether a particular action or incident constitutes sexual harassment, discrimination, or violence requires a determination based on all the facts and surrounding circumstances. The investigator should consider the surrounding circumstances; the nature of the sexual advances; the relationship between the parties; the context and locations in which the alleged incidents occurred; whether the victim viewed the environment as hostile; whether it was reasonable to view the environment as hostile; the degree to which the conduct affected one or more employees' working environment; the type, frequency, and duration of the conduct; the number of individuals involved; age and sex of the alleged harasser and the subject of the harassment; and other incidents.

The District may take immediate steps, at its discretion, to protect the complainant, students, and employees pending completion of the investigation.

Upon completion of the investigation, the Investigator shall file a report with the Superintendent no later than twenty (20) working days following receipt of the complaint. If additional time is needed to complete the investigation or take appropriate action, the Superintendent shall provide all parties with a written status report within twenty (20) days following receipt of the complaint. The results of the investigation shall be reported in writing to the complainant and accused consistent with the requirements of FERPA and other privacy laws.

### **VI. ACTION IF COMPLAINT IS SUBSTANTIATED**

Upon determination that the complaint is valid, the District shall take such disciplinary action as it deems necessary and appropriate to end the harassment, and prevent its recurrence. Disciplinary measures include, but are not limited to, termination, verbal and written warnings/reprimands in the employee's file, requirement of a verbal and/or written apology to the victim and mandatory education and training on sexual harassment, discrimination, and violence. Any discipline will be in accordance with all laws and collective bargaining agreements, if applicable.

The administration should review the victim's records, evaluations, etc., with a view to correcting any injustice(s) that might have occurred as a result of the harassment. The School District may need to consider rehiring a terminated employee or offering a promotion or raise that might have been denied.

Since it is not unusual for harassment to begin again after several weeks have lapsed, the harasser should be supervised closely. The victim should be encouraged to report any renewed problems to the Superintendent or his/her designee. If possible, the harasser and the victim should be separated, with the harasser being the one to be transferred. Care should be taken not to punish the victim.

### **VII. ACTION IF THE COMPLAINT IS UNSUBSTANTIATED**

Communication or conduct which does not rise to the level of sexual harassment, discrimination, or violence, as defined by the policy, but is nonetheless inappropriate or is in violation of other Board policies or school rules, will be addressed on a case-by-case basis by the Superintendent or Principal, who may still impose discipline or order the offending employee to engage in some remedial action.



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: GBAA (Employees)**

**APPROVAL:**

### **VIII. APPEAL OF INVESTIGATOR'S FINDINGS**

*Within 10 days of receipt of the written decision of responsibility, the complainant and respondent may appeal to the School Board, via of the Chair, on the following grounds:*

- *procedural irregularity that affected the outcome of the matter,*
- *newly discovered evidence that could affect the outcome of the matter,*
- *and/or that Title IX personnel had a conflict of interest or bias, that affected the outcome of the matter.*

### **IX. REPRISAL/RETALIATION**

The Litchfield School District shall discipline any individual who retaliates or encourages others to retaliate against any person who reports alleged sexual harassment, discrimination or violence, or who retaliates against any person who testifies, assists, or participates in an investigation, proceeding or hearing relating to a sexual harassment, discrimination or violence complaint. If the complaint was not made in good faith, a reprimand or some other disciplinary action may be in order.

### **X. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES**

The procedures in this policy do not deny the right of any individual to pursue other avenues of recourse that may include filing charges with the Commissioner of Education, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

The individual may choose to file the alleged violation or complaint with:

The New Hampshire Commission of Human Rights, 2 Chenell Road, Concord, NH 03301, phone 603-271-2767

The Equal Educational Opportunity Office (Title IX), New Hampshire Department of Education, 101 Pleasant Street, Concord, NH 03301-3860, phone 603-271-3494

Director, Office of Civil Rights, U.S. Department of Health & Human Services, Region 1, JFK Federal Building, Room 1875, Boston, MA 02203-2100, phone 617-565-2370.

### **XI SEXUAL HARASSMENT, DISCRIMINATION OR VIOLENCE AS SEXUAL ABUSE**

Consistent with Litchfield School District policies, the Safe Schools Act, and State of NH laws, upon receipt of any complaint that contains evidence of violence or criminal activity, the Principal, the Superintendent of Schools, or School Board shall refer the complaint to law enforcement officials and appropriate child protection authorities for investigation.

Nothing in this policy prohibits the Litchfield School District from taking immediate action to protect victims of alleged sexual abuse.

### **XII. POSTING/PUBLICATION**

Copies of this policy shall be given to all employees, students, and parents annually by publishing in the applicable handbook. Each Litchfield School District employee and School Board member shall receive and sign for a copy of the District's policy.



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: GBAA (Employees)**

**APPROVAL:**

**Legal Reference:**

20 U.S.C. § 1681 & 34 C.F.R. Part 106 (1972), Title IX  
NH Code of Administrative Rules, Section Ed. 303.01(j), Substantive Duties of School Boards;  
Sexual Harassment Policy  
NH Code of Administrative Rules, Section 306.04(a)(9), Sexual Harassment  
RSA 354-A:7, Unlawful Discriminatory Practices  
Civil Rights Act of 1964  
Title IX, Educational Amendments of 1972

Approval:

Reviewed:

Revised: July 15, 2020

Amended: November 1, 2017

### **APPENDIX A: REQUIRED TIME FRAMES**

#### **Grievance Process and Formal Investigation**

- *The grievance process and formal investigation shall begin when both parties (claimant and respondent) are notified of the allegations of the complaint.*
- *Parties will have 10 days to respond to the notice.*
  
- *These processes may take up to 20 days, with additional time for reasonable delay requests, which will be addressed on a case by case basis. During this time, the Title IX Coordinator and Investigator will gather evidence, conduct interviews of complainant and respondent, and any witnesses to the alleged allegations.*
  
- *Evidence will be provided to both parties and their advisors for review.*
- *Parties will have 10 days to respond.*
  
- *A final report will be provided to parties for review and written response at least 10 days prior to making a determination of responsibility.*



LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: GBAA (Employees)**

**APPROVAL:**

**SEXUAL HARASSMENT, DISCRIMINATION, AND VIOLENCE REPORT FORM**

***General Statement of Policy Prohibiting Sexual Harassment***

The School District maintains a firm policy prohibiting all forms of discrimination based on sex. Sexual harassment and sexual violence against students or employees is sexual discrimination. All persons are to be treated with respect and dignity. Sexual violence, sexual advances or other forms of personal harassment by any person, male or female, which create an intimidating, hostile or offensive environment will not be tolerated under any circumstances.

Complainant: \_\_\_\_\_

Home Address: \_\_\_\_\_

Work Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of person(s) you believe sexually harassed or was sexually violent toward you:

\_\_\_\_\_

List any witnesses that were present:

\_\_\_\_\_

Where did the incident(s) occur?

\_\_\_\_\_

Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (i.e., threats, requests, demands, etc.); what, if any, physical contact was involved; what did you do to avoid the situation, etc. (Attach additional pages if necessary.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This complaint is filed based on my honest belief that \_\_\_\_\_ has sexually harassed or was sexually violent to me. I hereby certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge and belief.

Complainant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: JBAA (Students)**

**APPROVAL:**

### **SEXUAL HARASSMENT, DISCRIMINATION AND VIOLENCE & TITLE IX POLICY & PROCEDURES**

#### **I. GENERAL STATEMENT OF POLICY**

It is the policy of the Litchfield School District to maintain a working and learning environment that is free from sexual harassment and violence. The Litchfield School District shall not tolerate any form of sexual harassment, discrimination or violence.

*For the purpose of this policy, the following definitions apply:*

*"Student" shall include, but not be limited to all school district students in grades PK - 12, including students that are home schooled, students that attend on a tuition basis, special education students, students with a 504 plan, and any other student including on the district's enrollment roster.*

*"Third parties" include, but are not limited to parents, school visitors, service contractors or others engaged in district business, such as employees of businesses or organizations participating in cooperative work programs with the district and others not directly subject to district control.*

*The Litchfield School District will act to promptly investigate and equitably resolve all complaints, either formal or informal, oral or written, of sexual harassment, discrimination or violence, and to discipline any employee who is judged to have committed these offenses.*

#### **II. SEXUAL HARASSMENT, DISCRIMINATION AND VIOLENCE DEFINED**

Sexual harassment shall include, but is not limited to, unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct or communication of a sexual nature when:

- Unwelcome conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining an education, or obtaining benefits (*quid pro quo*); or
- Unwelcome conduct or communication *that a reasonable person would determine is so severe, pervasive and objectively offensive that has the purpose or effect of substantially interfering with an individual's education, or creates an intimidating, hostile or offensive environment;* or
- *Sexual assault (as define in the Clery Act), dating violence, domestic violence, or staling as defined in the Violence Against Women Act (VAWA).*

Sexual harassment is not limited to requests for sexual favors in return for job benefits. Sexual harassment may include, but is not limited to:

- verbal harassment and/or abuse of a sexual nature;
- leering at an individual's body;
- jokes of a sexual nature;
- the display anywhere on school facilities of sexually suggestive, sexually demeaning or pornographic objects, pictures, writing, posters, or cartoons;
- graphic verbal comments about an individual's body, clothing, or sexual activity;
- subtle pressure for sexual activity;



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: JBAA (Students)**

**APPROVAL:**

- inappropriate patting or pinching;
- intentional brushing against an individual's body;
- demanding sexual favors accompanied by implied or overt threats concerning an individual's education;
- demanding sexual favors accompanied by implied or overt promises of preferential treatment with regard to an individual's education status;
- any sexually motivated unwelcome touching; or
- sexual violence, which is a physical act of aggression that includes a sexual act or sexual purpose.

Sexual harassment includes claims of discrimination based on gender identity or failure to conform to stereotypical notions of masculinity or femininity.

Hostile environment harassment occurs when unwelcome comments or conduct based on sex is so severe, persistent or pervasive that it interferes with an employee's performance or opportunities or creates an intimidating, hostile, or offensive environment. A victim can be anyone affected by the conduct, not just the individual to whom the offensive conduct is directed.

### **III. COMPLAINTS**

Any person who believes he or she has been the victim of sexual harassment, discrimination or violence, by an employee of the Litchfield School District or any third person with knowledge or belief of conduct that may violate this policy should report the alleged acts immediately to an appropriate School District official as designated by this policy. *It is preferred that reports be made to the Title IX Coordinator:*

*Director of Human Resources, (Title IX Coordinator)*

*1 Highlander Court, Litchfield, NH 03052; 603-578-3570; [hfalzone@litchfieldsd.org](mailto:hfalzone@litchfieldsd.org)*

*However, reports may also be made to one or more of the following individuals:*

- Superintendent of Schools, (Human Rights Officer),  
1 Highlander Court, Litchfield, NH 03052; 603-578-3570; [mjette@litchfieldsd.org](mailto:mjette@litchfieldsd.org)
- any District Administrator;
- any school building principal or assistant principal.

*Such reports may be made at any time, including during non-business hours, by using the telephone number, electronic mail address, or by mail to the office address, listed for the Title IX Coordinator.*

If the complaint involves the Superintendent, the complaint shall be filed directly with the School Board. Submission of a complaint or report of sexual harassment, discrimination or violence will not affect the complainant's education status.

### **Mandatory Response**

*Upon actual knowledge (notice to any student) of a complaint of sexual harassment, the District must respond promptly to the sexual harassment in a manner that is not deliberately indifferent or not clearly unreasonable in light of the known circumstances.*



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: JBAA (Students)**

**APPROVAL:**

*The Title IX Coordinator's response must include:*

- *Offering supportive measures to the complainant (alleged victim);*
- *Promptly contacting the complainant to discuss the availability of supportive measures;*
- *Consider the complainant's wishes with respect to supportive measures;*
- *Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and*
- *Explain to the complainant the process for filing a formal complaint.*

*A complainant's wishes as to whether the district conducts an investigation are respected unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the wishes of the complainant is "not clearly unreasonable in light of the known circumstances."*

*The District must treat complainants and respondents equitably by offering supportive measures to both.*

*The district must also follow the grievance process before it imposes any disciplinary sanctions or other non-supportive measures against the respondent. The district may still place an employee on administrative leave during the pendency of the grievance process.*

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

### **Formal Complaint**

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

*If the allegations in a formal complaint do not fall under the definition of sexual harassment or did not occur as part of the district's education program or activity, the district must dismiss the allegations for purposes of Title IX but may still address the alleged conduct under the district's own code of conduct.*

### **Supportive Measures**

*Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed which are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment.*





## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: JBAA (Students)**

**APPROVAL:**

*Supportive measures may include counseling, extensions of deadlines or other course- related adjustments, modifications of work or class schedules, shadowing, mutual restrictions on contact between complainant and respondent, changes in work or school locations, leaves of absence, increased security and monitoring of certain areas of the school, and other similar measures.*

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

#### **IV. GRIEVANCE PROCEDURES: PROCESS INTEGRITY PROTECTIONS**

*The Litchfield School District shall follow this grievance process when a complaint of sexual harassment has been received by the Title IX Coordinator:*

- *Both parties (complainant and respondent) will receive written notices of all allegations*
  - *Both parties can elect to select an advisor of their choice*
- *Trained personnel shall objectively evaluate all relevant evidence without prejudgment of the facts at issue and free from conflicts of interest or bias for or against either party*
- *It is the responsibility of the Title IX Coordinator to make sure Title IX personnel are trained. All training materials will be posted on the district web-site.*
- *The district will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.*
- *The district will provide prompt timeframes for conclusion of the grievance process, including appeals and informal resolutions, with allowance for short-term, good cause delays or extensions to time frames. (Please see Timeframes - Appendix A)*
- *A student found to violate this policy may face disciplinary sanctions from a warning up to expulsion. Possible remedies for a complainant would vary on a case by case basis.*
- *The School District will clearly define an appeals process*
- *The district will use the preponderance of evidence standard for all formal complaints of sexual harassment.*

#### **V. INVESTIGATION AND RECOMMENDATION**

*The Title IX Coordinator, upon receipt of a report or complaint alleging sexual harassment or sexual violence, shall immediately authorize an investigation. This investigation may be conducted by District officials or by a third party designated by the District.*

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

*The Investigator shall provide a written report of the status of the investigation within ten working days to the Superintendent of Schools. If the Superintendent is the subject of the complaint, the report shall be submitted to the School Board.*





## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: JBAA (Students)**

**APPROVAL:**

Whether a particular action or incident constitutes sexual harassment, discrimination, or violence requires a determination based on all the facts and surrounding circumstances. The investigator should consider the surrounding circumstances; the nature of the sexual advances; the relationship between the parties; the context and locations in which the alleged incidents occurred; whether the victim viewed the environment as hostile; whether it was reasonable to view the environment as hostile; the degree to which the conduct affected one or more employees' working environment; the type, frequency, and duration of the conduct; the number of individuals involved; age and sex of the alleged harasser and the subject of the harassment; and other incidents.

The District may take immediate steps, at its discretion, to protect the complainant, students, and employees pending completion of the investigation.

Upon completion of the investigation, the Investigator shall file a report with the Superintendent no later than twenty (20) working days following receipt of the complaint. If additional time is needed to complete the investigation or take appropriate action, the Superintendent shall provide all parties with a written status report within twenty (20) days following receipt of the complaint. The results of the investigation shall be reported in writing to the complainant and accused consistent with the requirements of FERPA and other privacy laws.

### **VI. ACTION IF COMPLAINT IS SUBSTANTIATED**

Upon determination that the complaint is valid, the District shall take such disciplinary action as it deems necessary and appropriate to end the harassment, and prevent its recurrence. Disciplinary measures include, but are not limited to, termination, verbal and written warnings/reprimands in the employee's file, requirement of a verbal and/or written apology to the victim and mandatory education and training on sexual harassment, discrimination, and violence. Any discipline will be in accordance with all laws and collective bargaining agreements, if applicable.

The administration should review the victim's records, evaluations, etc., with a view to correcting any injustice(s) that might have occurred as a result of the harassment.

Since it is not unusual for harassment to begin again after several weeks have lapsed, the harasser should be supervised closely. The victim should be encouraged to report any renewed problems to the Superintendent or his/her designee. If possible, the harasser and the victim should be separated, with the harasser being the one to be transferred. Care should be taken not to punish the victim.

### **VII. ACTION IF THE COMPLAINT IS UNSUBSTANTIATED**

Communication or conduct which does not rise to the level of sexual harassment, discrimination, or violence, as defined by the policy, but is nonetheless inappropriate or is in violation of other Board policies or school rules, will be addressed on a case-by-case basis by the Superintendent or Principal, who may still impose discipline or order the offending student to engage in some remedial action.



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: JBAA (Students)**

**APPROVAL:**

### **VIII. APPEAL OF INVESTIGATOR'S FINDINGS**

*Within 10 days of receipt of the written decision of responsibility, the complainant and respondent may appeal to the School Board, via of the Chair, on the following grounds:*

- *procedural irregularity that affected the outcome of the matter,*
- *newly discovered evidence that could affect the outcome of the matter,*
- *and/or that Title IX personnel had a conflict of interest or bias, that affected the outcome of the matter.*

### **IX. REPRISAL/RETALIATION**

The Litchfield School District shall discipline any individual who retaliates or encourages others to retaliate against any person who reports alleged sexual harassment, discrimination or violence, or who retaliates against any person who testifies, assists, or participates in an investigation, proceeding or hearing relating to a sexual harassment, discrimination or violence complaint. If the complaint was not made in good faith, a reprimand or some other disciplinary action may be in order.

### **X. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES**

The procedures in this policy do not deny the right of any individual to pursue other avenues of recourse that may include filing charges with the Commissioner of Education, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

The individual may choose to file the alleged violation or complaint with:

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Consistent with Litchfield School District policies, the Safe Schools Act, and State of NH laws, upon receipt of any complaint that contains evidence of violence or criminal activity, the Principal, the Superintendent of Schools, or School Board shall refer the complaint to law enforcement officials and appropriate child protection authorities for investigation.

Nothing in this policy prohibits the Litchfield School District from taking immediate action to protect victims of alleged sexual abuse.

### **XII. POSTING/PUBLICATION**

Copies of this policy shall be given to all employees, students, and parents annually by publishing in the applicable handbook. Each Litchfield School District employee and School Board member shall receive and sign for a copy of the District's policy. This Policy shall be annually by publishing in the applicable Handbook.



## LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: JBAA (Students)**

**APPROVAL:**

**Legal Reference:**

*20 U.S.C. § 1681 & 34 C.F.R. Part 106 (1972), Title IX  
NH Code of Administrative Rules, Section Ed. 303.01(j), Substantive Duties of School Boards;  
Sexual Harassment Policy  
NH Code of Administrative Rules, Section 306.04(a)(8), Student Harassment  
NH Code of Administrative Rules, Section 306.04(a)(9), Sexual Harassment  
Civil Rights Act of 1964  
Title IX, Educational Amendments of 1972*

Approval:

Reviewed:

Revised: July 15, 2020

Amended: November 1, 2017

### **APPENDIX A: REQUIRED TIME FRAMES**

***Grievance Process and Formal Investigation***

- *The grievance process and formal investigation shall begin when both parties (claimant and respondent) are notified of the allegations of the complaint.*
- *Parties will have 10 days to respond to the notice.*
  
- *These processes may take up to 20 days, with additional time for reasonable delay requests, which will be addressed on a case by case basis. During this time, the Title IX Coordinator and Investigator will gather evidence, conduct interviews of complainant and respondent, and any witnesses to the alleged allegations.*
  
- *Evidence will be provided to both parties and their advisors for review.*
- *Parties will have 10 days to respond.*
  
- *A final report will be provided to parties for review and written response at least 10 days prior to making a determination of responsibility.*



LITCHFIELD SCHOOL DISTRICT

**POLICY CODE: JBAA (Students)**

**APPROVAL:**

**SEXUAL HARASSMENT, DISCRIMINATION, AND VIOLENCE REPORT FORM**

***General Statement of Policy Prohibiting Sexual Harassment, Discrimination, and Violence***

The School District maintains a firm policy prohibiting all forms of discrimination based on sex. Sexual harassment and sexual violence against students or employees is sex discrimination. All persons are to be treated with respect and dignity. Sexual violence, sexual advances or other forms of personal harassment by any person, male or female, which create an intimidating, hostile or offensive environment will not be tolerated under any circumstances.

Complainant: \_\_\_\_\_

Home Address: \_\_\_\_\_

Work Address \_\_\_\_\_

Home Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_

Date of Alleged Incident(s) \_\_\_\_\_

Name of person(s) you believe sexually harassed or was sexually violent toward you.

\_\_\_\_\_

List any witnesses that were present.

\_\_\_\_\_

Where did the incident(s) occur?

\_\_\_\_\_

Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (i.e., threats, requests, demands, etc.); what, if any, physical contact was involved; what did you do to avoid the situation, etc. (Attach additional pages if necessary.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This complaint is filed based on my honest belief that \_\_\_\_\_ has sexually harassed or was sexually violent to me. I hereby certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge and belief.

(Complainant Signature) \_\_\_\_\_ Date: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_