

FINANCE AND OPERATIONS COMMITTEE

MONDAY, JULY 20, 2026

4:00 PM

NHS NORTH BOARD ROOM

Meetings are broadcast live on Channel 22 via Comcast or

LIVE Stream link to watch/listen Nashua ETV is: <http://tinyurl.com/NashuaETVStream>

AGENDA

COMMITTEE MEMBERS: R. Lamphier, J. Lewis, S. Salvi, and K. Prinn (Alt.)

CALL TO ORDER

ROLL CALL

DISCUSSION AND RECOMMENDATION:

1. Athletics
 - a) Uniform Agreements
2. Curriculum
 - a) Literacy Curriculum
 - b) HS Digital Platform
3. District Office
 - a) Story-Telling Program (Mosaic)
4. Special Education
 - a) Staffing Management of Alt. Program
 - b) Staffing Management of Self-Contained Program
 - c) Psychologist Services
 - d) Speech Services
 - e) Occupational Therapy Services
 - f) Physical Therapy Services
 - g) Special Education-Staffing Contract
5. Credit Card Quarterly Review
6. FY26 June Transfer Reports
7. FY26 Initial Year-End Forecast (hand carried)

NONPUBLIC SESSION, IF NEEDED:

- RSA 91 A:3 II (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 an open meeting in which case the request shall be granted.
- RSA 91 A:3 II (b) The hiring of any person as a public employee.
- RSA 91 A:3 II (c) Matters which, if discussed in public, likely would affect adversely the reputation of any person, other than a member of the BOE, unless such person requests an open meeting.
- RSA 91 A:3 II (e) Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed against the body or agency or any subdivision thereof, or against any member thereof, because of his membership in such body or agency, until the claim or litigation has been fully adjudicated or otherwise settled....
- RSA 91 A:3 III Minutes of the meetings in nonpublic session shall be kept and the record of all actions shall be promptly made available for public inspection, except as provided in this section. Minutes and decisions reached in nonpublic session shall be publicly disclosed within 72 hours of the meeting, *unless, by recorded vote of 2/3 of the members present taken in public session, it is determined that divulgence of the information likely would affect adversely the reputation of any person other than a member of the public body itself, or render the proposed action ineffective, or pertain to terrorism....*

ADJOURNMENT

NONMEETING FOR NEGOTIATIONS, IF NEEDED

NONMEETING WITH COUNSEL, IF NEEDED



NASHUA ATHLETICS



Nashua North
Brian Tesini - Coordinator
Karen Burnett - Assistant
603-966-2950

Lisa Gingras
Director of Athletics & Wellness
gingrasL@nashua.edu

Nashua South
Nate Mazerolle - Coordinator
TBD - Assistant
603-966-1490

TO: Finance & Operations Committee of the Board of Education

FROM: Lisa Gingras, Director of Athletics

DATE: July 14, 2026

SUBJECT: Recommendation to Approve Agreements for Uniforms

The Nashua School District has been under contract for purchasing team uniforms since 2011. We are seeking approval for a five-year agreement with BSN Sports and Under Armour for their discount and rewards programs. For the past fifteen years, we have discovered that using a single vendor to provide a single name brand team uniform has not only simplified the purchasing process but has also outfitted each of our teams in equivalent quality uniforms. Uniforms for all programs in all five secondary schools are replaced on a rotating cycle.

We are requesting approval for two agreements: one with BSN Sports and the other with Under Armour. The Athletic Department been working with both companies and for several years for equipment, supplies, apparel, and some uniforms. The rewards offered within each agreement will provide additional uniforms, apparel, and equipment for teams.

The Under Armour uniform line is priced fairly and is known for its quality and durability. The Under Armour product is available in all five of our secondary school colors.

In addition to receiving discounts and rebates directly from Under Armour for team uniforms, BSN Sports also offers a rebate/credit system for other products purchased through their company. This will be an added benefit to the Nashua Athletic Department as we are already spending a significant amount of our equipment and supplies budget with them.

Recommendation to approve the five-year rewards agreements with BSN Sports and Under Armour.

Fairgrounds Middle School
Samantha Gardner - Coordinator
603-966-3990

McCarthy Middle School
John Lysik - Coordinator
603-966-3900

Pennichuck Middle School
Michaela McMenamin - Coordinator
603-966-4140



BSN SPORTS / UNDER ARMOUR REWARD PROGRAM
FOR
NASHUA SCHOOL DISTRICT

BSN SPORTS is pleased to offer **NASHUA SCHOOL DISTRICT** the **BSN SPORTS / UNDER ARMOUR REWARDS PROGRAM** for the purchase and supply of athletic apparel and equipment.

BSN SPORTS Product Pricing: Customer shall be able to purchase products at the following discounts:

- | | |
|---------------------------------------|---------------------------|
| • Under Armour Team Apparel/ Uniforms | 40% off Retail Price |
| • Under Armour Team Footwear | 35% off Retail Price |
| • BSN SPORTS Products | MIN.15% off Catalog Price |

BSN SPORTS Products are identified in our catalog with a black star icon next to the product code.

BSN Sports Signing Bonus: School shall receive a one-time **\$25,000** signing bonus BSN SPORTS product at retail value.

BSN SPORTS SIGNING BONUS ELIGIBLE PRODUCT OPTIONS:

- Under Armour in stock apparel, at retail value
- BSN Sports in stock apparel, at retail value
- BSN Sports equipment, at retail value.
- BSN Sports Victory Fundamentals and Outerwear, at retail value.
- BSN Sports Campus branding product, at retail value.

UNDER ARMOUR YEAR 1 MARKETING PACKAGE (Supplemental Agreement):

UNDER ARMOUR shall provide a **\$7,000** marketing product allotment to be redeemed in year (1) of partnership.

UNDER ARMOUR YEAR 1 SIGNING BONUS (Supplemental Agreement):

UNDER ARMOUR will provide a one-time product allotment of **\$3,000** to be redeemed on UA inline product at MSRP in year (1) of partnership agreement.

YEAR 1-5 (Supplemental Agreement): **UNDER ARMOUR** will provide the below product allotments to be redeemed on UA inline product at MSRP. Promo allotment will be distributed on 7/1 of each following year:

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK&FIELD
STRENGTH&
FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES&BLEACHERS
COACHING
AQUATICS



YEAR 1- \$10,000
 YEAR 2- \$10,000
 YEAR 3- \$10,000
 YEAR 4- \$10,000
 YEAR 5- \$10,000

UNDER ARMOUR REBATE (Supplemental Agreement): In years 2-5 Under Armour shall provide school with **10%** of free coaches product valued at Under Armour's then – current retail pricing based on schools total purchases of UA Product through BSN Sports.

- Minimum annual Under Armour spend of \$50,000 is required to maintain 10% rebate. If minimum spend requirement is not met, the rebate percentage will drop down to **0%** the following year.

Total Rebate Products Purchased	Product Rebate
\$50,001 - \$80,000	10%
\$80,001 - \$125,000	12%
\$125,001+	15%

UNDER ARMOUR INCENTIVES (Supplemental Agreement): **UNDER ARMOUR** shall provide a bonus allotment of \$65 for each verified varsity rostered player and coach on State Championship team competing in Under Armour uniforms.

BSN SPORTS Product Rebate: Subject to the terms below, Customer will receive a Product Rebate selected from a list of products, inclusive of applicable freight charges, provided by BSN SPORTS subject to availability at the time of order. Product Rebates may not be used to reduce outstanding balances. Product Rebates are available after the requirements below are met.

Product Rebates must be redeemed in the final two months of the Agreement Year (as defined below). Unused Product Rebate amounts, as of 5PM CST on the last day of each Agreement Year, are forfeited by the Customer. As a result, Product Rebate amounts cannot be carried from one Agreement Year to the next. Rebates only apply to orders placed under the terms and conditions of this BSN Rewards Program (including pricing).

Annual Spending Level \$100,000+	Annual Rebate Amount: 6% of annual spend in Under Armour, or BSN SPORTS equipment at catalog price.
\$75,000 - \$99,999	Annual Rebate Amount: 5% of annual spend in Under Armour, or BSN SPORTS equipment at catalog price.
\$50,000 - \$74,999	Annual Rebate Amount: 4% of annual spend in Under Armour, or BSN SPORTS equipment at catalog price.

FOOTBALL
 BASKETBALL
 VOLLEYBALL
 SOCCER
 BASEBALL
 LACROSSE
 TENNIS
 SOFTBALL
 UNIFORMS
 TRACK&FIELD
 STRENGTH&
 FITNESS
 WRESTLING
 SPORTS MED
 SPEED
 AGILITY
 SCOREBOARDS
 BENCHES&BLEACHERS
 COACHING
 AQUATICS



\$25,000-\$49,999

Annual Rebate Amount:

3% of annual spend in Under Armour, or BSN SPORTS equipment at catalog price.

Maximum annual Product Rebate will be the amount above, inclusive of any manufacturer incentives. Orders with discounts greater than stated above will be excluded.

Sales through the following channels will not be included in Spending Level Totals for purposes of calculating the Product Rebates: products sold to the Cheerleading coach, through Fan Cloth, BSN SPORTS Sideline Stores. Fan Cloth is a fundraising partner of BSN SPORTS, and this BSN Rewards Program does not prevent the Customer from using Fan Cloth.

Any decoration or customization to rebate product is paid for by the Customer.

My Team Shop: BSN SPORTS' online player pay site is required to be used by all varsity programs. Other programs including club sports, intramurals and other organizations will be encouraged to participate. My Team Shop products will be priced at 20-25% off Catalog/Retail Price. My Team Shop sales will be included in the Spending Level Totals.

Shipping: Customer will pay freight charges on all orders.

Terms and Conditions: All purchases will be made through BSN SPORTS. Only products purchased through BSN SPORTS will be eligible for the Product Rebate.

All of Customer's accounts payable owing to BSN SPORTS must be paid within the payment terms provided by BSN SPORTS to receive Product Rebate.

Term: The initial term of this BSN Rewards Program shall be for five (5) years (the "Initial Term") commencing on the date this BSN Rewards Program is signed by an authorized officer of both parties and ending on the fifth (5th) anniversary of such date. At the expiration of the Initial Term, this BSN Rewards Program will automatically renew for successive one (1) year periods (each a "Renewal Term" and collectively with the Initial Term the "Term") unless a party provides the other party with written notice of its intent not to renew this BSN Rewards Program at least ninety (90) days prior to the expiration of the then current Term. Each 12-month period during the Initial Term or any Renewal Term shall be defined as an Agreement Year.

Acknowledged and Agreed to:

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK&FIELD
STRENGTH&
FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES&BLEACHERS
COACHING
AQUATICS



NASHUA SCHOOL DISTRICT

BSN SPORTS

Athletic Director
or
Authorized
Representative

Date

Regional Sales Director

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK & FIELD
STRENGTH &
FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES & BLEACHERS
COACHING
AQUATICS



AGREEMENT COVER PAGE

NASHUA SCHOOL DISTRICT

CUSTOMER KEY INFO

Customer: **NASHUA SCHOOL
DISTRICT**

Total Athletes: **3,100**

Street Address: **8 TITAN WAY**

Football (Y/N): **Y**

City, State Zip: **NASHUA, NH 03063**

Primary Contact Name: **LISA GINGRAS**

Women's Sports:

Primary Contact Title: **ATHLETIC DIRECTOR**

Men's Sports:

Primary Contact Email: gingrasL@nashua.edu

Mascot: **TITAN (NORTH) / PANTHER
(SOUTH)**

School Colors: **NAVY (NORTH) PURPLE (SOUTH)**

TEAM DEALER KEY INFO

Dealer: **BSN**

Partnership Start Date: **7/1/2026**

End Date: **6/30/2031**

Length of Partnership: **5 YEARS**

Inline Apparel Discount: **40%**

Inline Footwear Discount: **40%**

Uniform Discount: **40%**

Inline Accessory Discount: **40%**

UA HIGHLIGHT ATHLETIC AGREEMENT



ATHLETIC PARTNERSHIP AGREEMENT (“Agreement”) AMONG:

UNDER ARMOUR, NASHUA SCHOOL DISTRICT, AND BSN

NASHUA SCHOOL DISTRICT Obligations to UNDER ARMOUR and its Authorized Servicing Team Dealer (“BSN”)

- The term of this Agreement commences on 7/1/2026 and ends on 6/30/31 (“Term”) for a term of 5 Years.
- During the Term, NASHUA SCHOOL DISTRICT shall make best efforts to purchase **UNDER ARMOUR** products for all athletic teams, coaches, and staff (collectively, “Teams”) from the Team Dealer set forth below.
- All Teams shall make best efforts to wear and use head-to-toe Under Armour products, including without limitation footwear, socks, uniforms, and headwear, commencing with the fourth year that Customer provides UNDER ARMOUR products to the Teams. Customer shall use best efforts to exclusively use **UNDER ARMOUR** headwear for Teams. In the event Teams require products that UNDER ARMOUR does not produce, Customer will secure such products from brands other than Nike, Adidas, Reebok, Russell, New Balance, and Puma.
- NASHUA SCHOOL DISTRICT shall place orders with Team Dealers for **custom and stock uniforms** by:
 - (i) **February 1 for Fall Sports**
 - (ii) **May 31 for Winter Sports**
 - (iii) **November 15 for Spring Sports**
- All NASHUA SCHOOL DISTRICT activities will be given access to **UNDER ARMOUR** products when applicable, via webstore.

UNDER ARMOUR and BSN Obligations to NASHUA SCHOOL DISTRICT

- **UNDER ARMOUR** shall provide NASHUA SCHOOL DISTRICT with an in-line product rebate valued at **UNDER ARMOUR’s** then-current retail pricing as follows below. (Licensee products (including but not limited to team uniforms, headwear, eyewear, etc.) cannot be purchased with the in-line promotional product rebate. Only 7-digit numeric catalog item numbers are eligible for in-line promo). All qualifying rebated Under Armour purchases will accrue on a biannual basis and rebated allotments must be redeemed by the following 6-month period. The allotments will not roll over from one period to the next. All rebate orders will include a 6% shipping charge.
 - **UNDER ARMOUR** will provide NASHUA SCHOOL DISTRICT with a one-time signing bonus allotment of **\$3,000** in year 1 of the agreement.
 - In years 1-5, **UNDER ARMOUR** will provide NASHUA SCHOOL DISTRICT with a **\$10,000** product allotment on 7/1/xx.
 - **UNDER ARMOUR** will provide NASHUA SCHOOL DISTRICT with a **10%** product allotment rebate based on School's total Under Armour purchases of uniforms, apparel, footwear, and accessories that exceed **\$50,000**.
 - In years 2-5, rebate percentages and allotments will be determined based upon School's prior year Under Armour Spend totals as follows:

Total Rebate Products Purchased	Product Rebate
\$50,001 - \$80,000	10%
\$80,001 - \$125,000	12%
\$125,001+	15%

- **UNDER ARMOUR** shall provide a **\$7,000** marketing package.
- **UNDER ARMOUR** shall provide a bonus allotment of **\$65** for each verified varsity rostered player and coach on State Championship team competing in Under Armour uniforms.
- Team Dealers shall maintain appropriate levels of UNDER ARMOUR inventory to satisfy Customer's requirement on a timely basis & provide sales data as requested. All such inventory shall be of high quality. In the event Team Dealer provides any UNDER ARMOUR products that School reasonably deems unacceptable in quality, Team Dealer will promptly replace those products with products of appropriate quality, without further expense to NASHUA SCHOOL DISTRICT.
- Team Dealer shall set-up/manage either traditional player pack/fanwear order forms or webstore for any & all affiliated Customer activities' accounts. (Including but not limited to activities, organizations and clubs' parents, students, alumni, faculty, staff, etc.)
- **UNDER ARMOUR** reserves the right to review this Agreement with Team Dealer on an annual basis and in the event **UNDER ARMOUR** determines, in its sole but reasonable discretion, that the then-current circumstances are materially different from the information supplied by Customer on its prospect form (e.g., actual annual purchases of **UNDER ARMOUR** products are significantly lower than originally anticipated, etc.), **UNDER ARMOUR** may either (1) modify the terms of this Agreement via an amendment signed by the parties; or (2) terminate this Agreement by providing Customer and Team Dealer with thirty (30) days prior written notice.
- **Termination.** **UNDER ARMOUR** or Customer may terminate this Agreement in the event of a material breach of any term or condition of this agreement by any other party and failure by the breaching party to cure the breach within ten (10) days following receipt of notice from the non-breaching party. In addition, Under Armour may change a Team Dealer upon thirty (30) days written notice to Team Dealer(s) and Customer. Further, Under Armour shall have the right to terminate this agreement if: (a) the Team is required to wear and/or use athletic products that are not supplied by **UNDER ARMOUR**; or (b) Team members or Customer staff commit any act or are involved in any occurrence which in the sole but reasonable discretion of Under Armour reflects unfavorably upon Under Armour or its products.
- **Right of First Negotiation; Matching Right.** During the Term, Customer shall meet exclusively with **UNDER ARMOUR** to negotiate in good faith the terms of a renewal of this Agreement, and shall not engage in meetings or negotiations with any third party regarding Product supply, sponsorship, endorsement, or promotion with respect to Products. Notwithstanding the foregoing, the parties shall not be obligated to enter into a renewal of this Agreement if they cannot mutually agree upon the terms of such renewal, subject to **UNDER ARMOUR’s** matching rights set forth herein. Further, for a period of one hundred eighty (180) days after the

UA HIGHLIGHT ATHLETIC AGREEMENT



expiration of the Term (“Matching Period”), **UNDER ARMOUR** shall have the right to match any third party offer Customer receives with respect to Products of such third party that Customer intends to accept (“Third Party Offer”). If Customer receives a Third Party Offer during the Matching Period, then Customer shall submit to **UNDER ARMOUR** the material terms contained in the Third Party Offer (“Third Party Terms”), in an unredacted writing from such third party on its letterhead and signed by such third party. **UNDER ARMOUR** shall have thirty (30) days from the date it receives the Third Party Terms to notify Customer whether **UNDER ARMOUR** will renew this Agreement on terms at least equal to the material, measurable, and matchable Third Party Terms. If **UNDER ARMOUR** notifies Customer that it will renew the Agreement on such Third Party Terms, then Customer and **UNDER ARMOUR** shall renew this Agreement on such Third Party Terms. Customer shall inform all third parties of its requirements under this provision, and this provision will survive the expiration or termination of this Agreement during the Matching Period.

Miscellaneous. Maryland law shall govern this agreement, without regard to principles of conflicts of laws thereunder. The parties agree that the terms of this agreement are confidential and except as required by applicable law, the parties shall not disclose in any way or to any third party any terms of this agreement. School shall not assign its rights or obligations under this agreement without prior written consent of Under Armour. The relationship among Under Armour, Team Dealers, and School shall be that of independent contractors. This agreement may be executed in two (2) counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same agreement. The signatures of the parties may be delivered by facsimile or imaged document, in PDF, TIFF, or JPEG format, and if delivered by facsimile or imaged document, said executed documents may be considered originals for all purposes.

IN WITNESS WHEREOF, each party acknowledges that a duly authorized representative of such party has executed this agreement as of the date set forth below, and acknowledges that such party has read, understands and agrees to the terms and conditions of this agreement.

NASHUA SCHOOL DISTRICT

UNDER ARMOUR, INC

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

By signing below, Team Dealer agrees that Customer will purchase Under Armour products from the Team Dealer at its discounts of:

- **40% off of UNDER ARMOUR** retail price for apparel (does not include decoration costs).
- **40% off of UNDER ARMOUR** retail price for accessories (does not include decoration costs).
- **40% off of UNDER ARMOUR** retail price for Uniforms & Uniform Decoration.
- **40% off of UNDER ARMOUR** retail price on all team footwear.

BSN

Signature

Printed Name

Title

Date

Mario Andrade, Ed. D.
Superintendent

Krystal De Gray, MBA
Chief Operating Officer



141 Ledge Street, Nashua, New Hampshire 03060
T: (603) 966-1000 www.nashua.edu

James O'Rourke, M.Ed.
Assistant Superintendent

Jennifer Scarpati, P.h.D.
Assistant Superintendent

To: Krystal De Gray, COO
From: Jenn Scarpati & Jim O'Rourke, Assistant Superintendents
RE: Curriculum Purchases & Grant Updates
Date: July 7, 2026

As we prepare for curriculum purchases and professional development for the 2026-2027 school year, we would like to share plans for the use of Title II and Title IV grant funds. Please see detailed information below for your informational purposes:

Title II Activities:

1. Contract with Math Empowered to train new teachers and provide ongoing teacher support as needed - not to exceed \$60,000
2. Contract with Keys to Literacy for literacy coaching and support at Ledge Street Elementary, Dr Crisp Elementary, and Amherst Street Elementary schools - not to exceed \$126,000
3. Contract with Releasing Writers (Think SRSD) for two days of teacher professional development and coaching support for school leaders on the new writing system K-5 - not to exceed \$39,000
4. Contract with Carolyn Eastman (EdConnect, LLC) for curriculum development support for high school curriculum revisions - not to exceed \$25,500.

Title IVa Activity:

1. Contract with Yourway Learning to provide teacher licenses for their platform to access tools for lesson design and differentiation, as well as ongoing leadership coaching on the iterative change process - not to exceed \$96,900

Curriculum Budget:

1. Purchase of SIPPS literacy curriculum (curriculum materials, student books and professional development) from Collaborative Classroom for use as a tier-three intensive reading intervention - \$43,200

Recommendation to approve the purchase of SIPPS Literacy Curriculum from Collaborative Classroom at a cost not to exceed \$43,200.00.

2. Contract with Newsela for Formative digital platform (an all-in-one instructional tool that teachers use to build interactive lessons, check student understanding instantly, and provide real-time feedback) for Nashua High North and South - not to exceed \$32,442.65.

Recommendation to approve the 2026-27 contract with Newsela for Formative Digital Platform for the high schools at a cost not to exceed \$32,442.56.

To: Nashua Board of Education
From: Dr. Mario Andrade, Superintendent of Schools
Date: July 20, 2026
Subject: Recommendation to Partner with Leaders Atlas – Mosaic Storytelling Program

Background

One of the priorities identified within the District's Strategic Communication Plan is to improve proactive communication by sharing consistent, meaningful stories that highlight the work occurring in every school. While our district has many outstanding accomplishments each day, capturing and communicating those stories consistently across nineteen schools and nearly 90 administrators remains challenging.

The Mosaic Storytelling Program provides a structured and efficient process that enables school leaders to document and share examples of student learning, staff innovation, and strategic initiatives with minimal additional workload. The platform creates a centralized repository of stories that can be repurposed for BOE updates, school/district newsletters, social media, community engagement, and strategic planning updates.

Alignment with the District Strategic Communication Plan

- Expanding transparent and proactive communication with families and the community.
- Celebrating student achievement, staff excellence, and innovative instructional practices.
- Strengthening stakeholder confidence through authentic storytelling from every school.
- Providing consistent messaging aligned with the District's Strategic Plan and Portrait of a Learner.
- Demonstrating progress toward district goals using real examples from classrooms rather than solely relying on quantitative measures.

Most importantly, the program shifts district communications from reporting isolated events to telling the ongoing story of the Nashua School District—showcasing how our educators and students are living our mission of providing personalized educational opportunities and cultivating the skills and perspectives necessary for meaningful contributions to our community.

Project Overview

- Equip approximately 90 building administrators with a simple storytelling process requiring approximately 10–15 minutes per story.
- Highlight examples of the District's Strategic Plan in action across all schools.
- Increase the volume and quality of positive district communications while reducing demands on the staff to manually seek out stories.
- Build a searchable archive documenting progress toward strategic goals.
- Provide leadership with Board-ready reports, recognition materials, and communication resources throughout the school year.

Scope of Work

The proposed one-year engagement (July 1, 2026 – June 30, 2027) includes:

- Development of a customized Nashua District Story Showcase branded for the District.
- Four facilitated storytelling workshops, beginning with the August Administrator Retreat.
- Continuous story collection throughout the school year.
- Periodic refresh of prompts to align with evolving district priorities.
- Monthly planning meetings with the Superintendent's Office and Communications Department.
- Ongoing technical support.
- Following each storytelling cycle, delivery of:
 - Updated searchable Story Showcase
 - Thematic reports aligned to Strategic Plan priorities
 - Leadership presentation materials
 - Ready-to-publish social media graphics and captions
 - Communication resources for Board meetings and district publications.

Financial Impact

The annual implementation cost is \$20,000, with a discounted rate of \$18,000 if paid in full upon execution of the agreement. The fee includes all workshops, continuous platform hosting, reporting, technical support, and communication deliverables for the duration of the program.

Recommendation to approve the Superintendent to enter into a one-year agreement with Leaders Atlas to implement the Mosaic Storytelling Program for the 2026–2027 school year at a cost not to exceed \$18,000.00.



STATEMENT OF WORK

Mosaic Storytelling Program

Program Duration	July 1, 2026-June 30, 2027
Client Organization	Nashua School District
Client Representative	Mario Andrade, Superintendent
Program Manager	Abe Sorock, CEO, LeadersAtlas

I. Introduction

Purpose

This Statement of Work (SOW) details the scope, deliverables, and timeline for a **Mosaic Storytelling Program** between LeadersAtlas and Nashua School District ("Client").

Scope

This document covers the design, facilitation, and delivery of a storytelling engagement including multiple collection cycles, facilitated workshops, ongoing Showcase hosting, and periodic reporting aligned with Client's strategic priorities and organizational calendar.

II. Project Overview

Program Objective

The Mosaic Program is designed to:

- Equip Nashua's ~90 building administrators with a fast, professional storytelling workflow that takes 10-15 minutes per story
- Surface and share positive stories that illuminate strategic priorities in action across the District
- Reduce content production burden on the District's communications team while preserving brand consistency at both district and school levels
- Build a searchable, evidence-based record of progress against the strategic plan
- Provide leadership with board-ready reports and recognition materials throughout the school year

Program Scope

This engagement includes:

- **One Mosaic workstream** for the District, including a custom interviewer, branded Showcase, and cycle-by-cycle reporting
- **Up to four (4) facilitated storytelling workshops** over the program term, including the August administrator retreat kickoff
- **Continuous Showcase hosting and async story collection** throughout the program term, so administrators can contribute stories at any time between workshops
- **Question refresh each cycle** to keep collections aligned with evolving District priorities and events
- **Recurring deliverables after each cycle:** updated Showcase, thematic report, leadership presentation deck, and social recognition posts with draft captions and ready-to-post graphics
- **Monthly check-in calls** with the Superintendent's office and District communications lead
- **Ongoing technical support** during all collection periods
- **Complete data export** at program conclusion or upon request

Additional workstreams (e.g., school-specific collections, event-tied retrospectives, strategic initiative spotlights) and additional workshops can be added at any time during the program term as add-ons (see Section VII).

III. Program Calendar

The following calendar anchors the workshop cadence to the District's academic year. Specific dates will be confirmed collaboratively.

Date	Activity
July 2026	Diagnostic, Mosaic Design, input material collection
August 2026	Workshop 1: Administrator retreat kickoff (TBC)
Oct-Dec	Workshop 2: Fall cycle
Jan-Mar	Workshop 3: Spring cycle
Apr-Jun	Workshop 4: Year-end retrospective
June 2027	End-of-year report delivered; program next steps conversation

IV. Deliverables

After each collection cycle, LeadersAtlas will provide:

- Updated **Showcase** page with new stories (searchable, tagged, branded to the District)

- Thematic **Report** with analysis and recommendations tied to strategic priorities
- Social **Recognition Posts** with draft captions and ready-to-post graphics, formatted for the District's preferred scheduling workflow
- **Customized deliverables** as agreed-upon for specific use cases (i.e., board meeting preparations, newsletter inclusions, etc.)

Continuous deliverables throughout the program:

- Always-on Showcase hosting with async collection enabled
- Monthly check-in calls with the District communications lead and Superintendent's office
- Technical support during all collection periods

V. Responsibilities

LeadersAtlas Will Provide

- Custom story plan design for the Nashua District Story Showcase, with question refresh each cycle as priorities evolve
- Facilitation of all four scheduled storytelling workshops
- Continuous Showcase hosting throughout program duration
- All recurring and special project deliverables as outlined
- Technical support during collection periods
- Check-in calls to review progress and plan ahead (at least one per month)
- Complete data export at program conclusion upon request

Client Will Provide

- Distribution of collection invitations to administrators and other participants
- Review and feedback on deliverables within 2 weeks of receipt
- IT/domain whitelisting as needed for email deliverability
- Participation in monthly check-in calls
- Specifications for deliverables to ensure usability with the District's social and communications workflows

VI. Data Ownership & Confidentiality

All stories and content collected during this engagement remain the intellectual property of Client. LeadersAtlas will:

1. Treat all collected stories and participant information with appropriate care
2. Not use Client's stories to train AI models
3. Host stories as Private Group (accessible only via Client's unique link)
4. Use anonymized data for internal analysis and process improvement only
5. Not share Client's stories externally without explicit permission
6. Provide complete export of all stories upon request
7. Delete all Client data upon written request, except as required for legal compliance

VII. Pricing and Payment Terms

Total Implementation Fee: \$20,000

Implementation fee covers:

- Up to 4 facilitated workshops (one per quarter)
- Continuous Showcase hosting throughout the program term
- Async story collection throughout the program term
- One configured workstream (Nashua District Story Showcase) including custom interviewer, branded showcase, and reporting
- Cycle-by-cycle reports and social recognition posts
- Monthly check-in calls and ongoing technical support
- Question refresh between cycles to keep collections aligned with evolving District priorities

Payment Terms

Choose the payment terms you would like to apply to this engagement below. All invoices are due within 30 days of receipt and may be paid via ACH or Credit Card.

Option	Description	Fee Schedule
Annual	100% of payment due upon signature <i>Discounted at 10% for up-front payment</i>	\$18,000 upon signature
Semi-Annual	50% on signature, 50% at 6-months	\$10,000 billed in Jul, Jan
Quarterly	25% billed each quarter	\$5,000 billed in Jul, Jan, Apr
Monthly	Monthly recurring subscription fee	\$1,667/month

Add-Ons

As requested, the Client may add on additional services at the pricing below:

- **Additional Workshops, \$1,000/session:** additional virtual facilitation for an existing Mosaic setup, useful for episodic events, building-level sessions, or topic-specific collections
- **Additional Interviewers (Workstreams), \$2,000/workstream:** additional Mosaic setups (custom interviewer, branded showcase, and reporting) available at any time during the program for a flat fee, ideal for school closures, strategic initiatives, special events, or audience-specific collections
- **In-Person Facilitation, \$1,500/session plus cost of travel:** at-cost of travel including economy airfare, suggested hotel accommodations, and meal allowances for up to two (2) LeadersAtlas representatives

Note on Add-Ons:

1. Add-on fees will be invoiced at time of agreement and due net 30.
2. Any changes to Mosaic add-on pricing will be communicated with at least 30 days notice.

3. Add-ons are subject to availability. Please provide at least 2 weeks notice for additional service requests.

VIII. Term & Modifications

Program Term

This agreement covers the period from July 1, 2026 through June 30, 2027.

Renewal

Approximately 30 days before the end of the program term, LeadersAtlas and Client will meet to review program outcomes and discuss renewal. Renewal terms and pricing will be provided in a separate proposal.

Early Termination

- Either party may terminate with 60 days written notice
- Upon termination, Client will receive all collected stories & deliverables to-date
- Refunds for unused portions will be prorated based on completed activities

IX. Acceptance and Signatures

By signing below, both parties agree to the terms outlined in this Statement of Work.

Client Representative

Agreed-to By

Payment Information

Chosen Billing Cadence:

Billing Address:

LeadersAtlas Representative

MEMORANDUM

To: Nashua Board of Education

From: Special Education Department

Date: July 20, 2026

RE: Special Education Contracts and Renewals for FY27

New Contracts:

Program Staffing:

NSD put out two Requests for Proposals (RFPs) this spring for staffing and management of certain special education programs for students with significant behavioral support needs. Bidders were asked to provide cost breakdown by position to ensure a fair comparison between proposals. The contract awardees are as follows:

- **Constellations** - Awarded RFP contract for “Staffing and Management of Alternative Program with ABA Nashua School District - SAU 42”. This program is located at McCarthy Middle School, and serves around 15 Nashua students at a time, providing a higher level of behavioral support and adult supervision for students than is typically provided in an In-District Intensive Needs self-contained classroom. This contract provides two Special Education Teachers, one BCBA, and 12 RBTs at a cost not to exceed \$1,150,436 for the 2026-27 school year. Funding to be charged to the Operating Budget under Out-of-District Tuition. Two other bids were submitted for this RFP:
 - Applied ABC submitted a proposal for which the same staffing pattern would cost \$1,286,005.
 - NextStep submitted a proposal for which the same staffing pattern would cost \$1,293,607.

Recommendation to award Constellations the Staffing and Management of Alternative Program with ABA for the 2026-27 school year at a cost not to exceed \$1,150,436. Funding to be charged to the Operating Budget under Out-of-District Tuition.

- **Constellations** - Awarded RFP contract for “Staffing and Management of In District Self Contained ABA Program Nashua School District - SAU 42”. There are seven program classrooms staffed through this contract: four located at Broad Street Elementary School and three located at Sunset Heights Elementary Schools. In total, this contract serves around 70 Nashua students, providing a higher level of behavioral support and adult supervision for students than is typically provided in an In-District Intensive Needs self-contained classroom. This contract provides seven Special Education Teachers, two BCBAs, and 21 RBTs at a cost not to exceed \$2,399,698 for the 2026-27 school year. Funding to be charged to the Operating Budget under Contracted Services. Two other bids were submitted for this RFP:

- Applied ABC submitted a proposal for which the same staffing pattern would cost \$2,773,070.
- NextStep submitted a proposal for which the same staffing pattern would cost \$2,667,035.

Recommendation to award Constellations the Self-Contained ABA Program for the 2026-27 school year at a cost not to exceed \$2,399,698. Funding to be charged to the Operating Budget under Contracted Services.

Related Services: School Psychologists

NSD has been successful this year in filling several longstanding vacancies for School Psychologist positions through hiring. The following contracts fill remaining vacancies and meet other unique needs to ensure that NSD is fully-staffed with School Psychologists for FY27:

- **White Birch** - for 1.0 full-time School Psychologist at a cost not to exceed \$162,000 for the 2026-27 school year. Funding to be charged to the Operating Budget under Contracted Services.

Recommendation to approve the contract with White Birch for staffing one full-time psychologist for the 2026-2027 school year at a cost not to exceed \$162,000.00. Funding to be charged to the Operating Budget under Contracted Services.

- **White Birch** - for 1.0 Association of Psychology Postdoctoral and Internship Centers (APPIC) Fellow and Doctorate Level School Psychologist (Supervision) at a cost not to exceed \$124,032 for the 2026-27 school year. Funding to be charged to the Operating Budget under Contracted Services. Contract cost breaks down as follows:
 - APPIC Fellow is \$106,272 for the year (1296 hours).
 - Supervision by a Doctoral Level School Psychologist is \$17,760 for the year (148 hours).

Recommendation to approve the contract with White Birch for staffing one full-time APPIC Fellow and one Doctorate-Level School psychologist for the 2026-2027 school year at a cost not to exceed \$124,032.00. Funding to be charged to the Operating Budget under Contracted Services.

- **Leap Learning** - This is a three-year contract for 1.0 full-time Bilingual School Psychologist at a cost not to exceed \$168,750 per school year (1,350 hours). Funding to be charged to the Operating Budget under Contracted Services.

Recommendation to approve the three-year contract with Leap Learning for staffing one full-time Bilingual psychologist for the 2026-2027 school year at a cost not to exceed \$168,750.00. Funding to be charged to the Operating Budget under Contracted Services.

Related Services: Speech

- **Champion Speech Therapy** - Speech services for students in the Alternative Program at McCarthy Middle School during Extended School Year (ESY), summer 2026 (7/14/26 - 8/6/26) for a cost not to exceed \$14,033.25. Funding to be charged to the Operating Budget under Out-of-District Tuition.

Recommendation to approve the contract with Champion Speech Therapy for speech services at McCarthy Middle School during the 2026 ESY at a cost not to exceed \$14,033.25. Funding to be charged to the Operating Budget under Out-of-District Tuition.

Related Services: Occupational Therapy and Physical Therapy

*ABC Physical Therapy: ABC Physical Therapy provides Physical Therapy services to support special education students according to each student's Individual Education Plan. Like Clark and Associates, we seek to contract with this vendor because they offer excellent services, reasonable rates, and have long-standing working knowledge of our students, their needs, and their progress.

Recommendation to approve the contract with ABC Physical Therapy for the 2026-27 school year at a cost not to exceed \$270,000.00. Funding to be charged to account 91.1.022160 53614.

*Clark and Associates: Clark Associates provide Occupational Therapy services to support special education students according to each student's Individual Education Plan. We seek to contract with this vendor because they offer excellent services, reasonable rates, and have long-standing working knowledge of our students, their needs, and their progress.

Recommendation to approve the contract with Clark Associate for the 2026-27 school year at a cost not to exceed \$976,522.50. Funding to be charged to account 91.1.022160 53614.

Grant-Funded Contracts; School Board FYI Only:

- Applied ABC - Staffing and management of Alternative Program with ABA during Extended School Year (ESY), summer 2026 (7/14/26 - 8/6/26) for a cost not to exceed Classroom instruction & support not to exceed \$54,220. Funding to be charged to the Operating Budget under Out-of-District Tuition.
- Individual Nursing contracts for FY27.

***Awaiting final contracts**



PO Box 1004 Portsmouth, NH 03802 www.whitebirchedu.com

School Psychology Services (In Addition to the 2025-2027 2-Year School Psychology Contract)

Be it known that this AGREEMENT is entered into July 2, 2026, between White Birch Educational Services, LLC (hereafter referred to as the "Employer") and Nashua School District for services during the 2026-2027 school year (exact days of service are to following the district's school calendar).

SERVICES: The employer agrees to provide certified school psychology services to Nashua School District. Services may include psychological evaluations, report interpretation, report writing, participation in referral/progress/evaluation/IEP meetings, student psychological counseling and intervention, collaboration with team members including parents, teachers, and students. Students served may include both identified and unidentified students determined to have a need for such services. This is to include other services deemed necessary and appropriate for the role of a school psychologist such as crisis interventions, professional development, and consultation. If, for any reason, the employee terminates the contract, they are asked to provide 30-day notice.

PAYMENT: Payment for the 2026-2027 school year will be at a rate of \$120.00 per hour for certified school psychology services for 37.5 hours per week, about 1350 hours for the school year. Anticipated hours will be performed in person five days per week. The total charge to the district is estimated to be \$162,000. Additional hours may be requested during the summer months. During the school year, additional hours may be added if requested by the district and availability of the provider.

INVOICE: Invoices will be submitted bi-weekly to Nashua School District and payment is due within thirty days of receipt.

MATERIALS: Nashua School District agrees to provide the school psychologist with materials required to provide school psychology services (tests, protocols, scoring materials, etc). Employee will return all materials at the end of employment. If the district requires White Birch to provide the scoring database, there will be a one-time charge in the amount of \$800 per school psychologist per contract year.

INSURANCE: The employer will maintain liability and worker's compensation insurance for all employees.

CERTIFICATION: The Employer will submit proof of certification to Nashua School District as requested.

CONFIDENTIALITY: The Employer and employee shall maintain all confidential information of student's records and will abide by both the Nashua School District policies and FERPA.

DIRECT ENGAGEMENT FEE: The school district will not retain the service of the service provider within twenty-four months after the last day of work is performed under this agreement in the capacity of an employee, independent contractor or by other means.

TERMINATION CLAUSE: This contract may be terminated by either party with 60 days' written notice. Unless the employee exhibits repeated willful or wanton failure or refusal to perform his or her duties in accordance with this agreement, any termination of this contract with less than 60 days' notice by Nashua School District will incur the following penalties: 0-29 days' notice (\$34,104), 30-44 days' notice (\$25,578), 45-59 days' notice (\$17,052).

In WITNESS WHEREOF, White Birch Educational Services and Nashua School District have hereunto set his/her hand for this written agreement to be executed.

By _____ Date _____
Krystal De Gray, Chief Operating Officer
Nashua School District

By  7/2/2026
Laureen M. Dorow, Owner/CEO
White Birch Educational Services, LLC



WHITE BIRCH
Educational Services

PO Box 1004 Portsmouth, NH 03802 www.whitebirchedu.com

School Psychology Services: Association of Psychology Postdoctoral and Internship Centers (APPIC) Fellow and Doctorate Level School Psychologist (Supervision)

Be it known that this AGREEMENT is entered into July 2, 2026, between White Birch Educational Services, LLC (hereafter referred to as the "Employer") and Nashua School District for services estimated to start late August/early September 2026, through June 2027. Exact dates to be determined by the school district's calendar.

SERVICES: The employer agrees to provide doctoral intern/fellow school psychology services and doctorate level certified school psychology supervision to Nashua School District. Services include psychological evaluations, report interpretation, report writing, participation in referral/progress/evaluation/IEP meetings, student psychological counseling and intervention, collaboration with team members including parents, teachers, and students. Students served may include both identified and unidentified students determined to have a need for such services. This is to include other services deemed necessary and appropriate for the role of a school psychologist such as crisis interventions, professional development, and consultation. Services also include supervision of the doctoral intern (fellow), which includes reviewing reports and collaboration. Some supervision and training will be off school grounds at the White Birch Educational Services office. **The intern is required by APPIC to have a robust experience with a mix of evaluations, counseling, consultations, trainings, and involvement with intervention teams.**

PAYMENT: Payment for the 2026-2027 school year will be at a rate of \$120 per hour for doctorate level certified school psychology supervision for 4 hours per week (combination of in-person and remote hours) and \$82.00 per hour for doctoral intern/fellow school psychology services for 36 hours per week (one remote day per week for supervision, report writing, and didactic training). Total charge to the district for about 148 hours for doctorate level school psychology supervision is estimated to be \$17,760. Total charged to the district for about 1296 hours for the APPIC Fellow is estimated to be \$106,272. Total additional hours may be added for school psychology services if requested by the district and availability of the provider.

INVOICE: Invoices will be submitted bi-weekly to Nashua School District and payment is due within thirty days of receipt.

MATERIALS: Nashua School District agrees to provide each school psychologist with materials required to provide school psychology services (tests, protocols, scoring materials, etc). Employees will return all materials at the end of employment. If the district requires White Birch to provide the scoring database, there will be a one-time charge in the amount of \$800.

INSURANCE: The employer will maintain liability and worker's compensation insurance for all employees.

CERTIFICATION: The Employer will submit proof of certification to Nashua School District as requested.

CONFIDENTIALITY: The Employer and employee shall maintain all confidential information of student records and will abide by both Nashua School District policies and FERPA.

DIRECT ENGAGEMENT FEE: The school district will not retain the service of the service provider within twenty-four months after the last day the service provider works under this agreement in the capacity of an employee, independent contractor or by other means.

TERMINATION CLAUSE: Due to the nature of required hours necessary to complete an APPIC internship, this contract cannot be terminated unless the service provider or district exhibits repeated willful or wanton failure or refusal to perform his/her/its duties in accordance with this agreement.

In WITNESS WHEREOF, White Birch Educational Services and Nashua School District have hereunto set his/her hand for this written agreement to be executed.

By _____ Date _____
Krystal De Gray, Chief Operating Officer
Nashua School District

By  7/2/2026
Laureen M. Dorow, Owner/CEO
White Birch Educational Services, LLC

LEAP LEARNING, LLC

33 Lynx Way Manchester, NH 03109 | (787) 345-1430 | (787) 462-6215

SERVICE AGREEMENT

THIS AGREEMENT represents an extent of the continued partnership established on the 2023-2024 school year, by Leap Learning, LLC and between Nashua School District, a public education institution organized and existing under the laws of the state of New Hampshire, with its principal place of education located at Nashua, NH, and Leap Learning, LLC, residing at Manchester, NH.

WHEREAS, the School desires to engage the services of the Service Provider to provide psychology services to the students at the School; AND WHEREAS, the Service Provider desires to provide such services; NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Responsibilities of the Service Provider:** The Service Provider agrees to undertake the following responsibilities:
 - A. Conduct psychological evaluations, including cognitive, social-emotional, and functional assessments of students.
 - B. Participate in meetings related to student learning needs, such as IEP meetings, student study teams, and 504 plan meetings.
 - C. Collaborate with teachers, administrators, and parents to support student learning and behavioral needs.
 - D. Adhere to all local, state, and federal laws, as well as ethical guidelines in the practice of school psychology.
 - E. Maintain strict confidentiality of student information, unless disclosure is required by law or necessary for the safety of the student or others.
 - F. Engage in continuous professional development in the field of school psychology.
 - G. Perform any other duties that are reasonably associated with the role of a School Psychologist.

2. Commencement: This Agreement will extend the partnership, originally established on September 26, 2023, from the 2026–2027 school year through the 2029–2030 school year.

3. Governing Law: This Agreement will be governed by the laws of the state of New Hampshire.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

4. Dispute Resolution: Any disputes arising from or related to this Agreement shall first be attempted to be resolved through friendly consultation. If the dispute cannot be resolved through consultation, the parties agree to attempt resolution through mediation before a neutral third party. If mediation does not resolve the dispute, the parties may seek legal remedies.

5. Modification: Any modifications or amendments to this Agreement must be in writing and signed by both parties.

6. Non-Discrimination: The Service Provider shall provide services under this Agreement without discrimination on the basis of race, color, religion, national origin, sex, disability, age, or any other characteristic protected by law.

7. Reporting Requirements: The Service Provider agrees to timely and accurately complete any necessary reporting requirements related to student progress, assessments, or other professional duties as mandated by the School or state and federal law.

8. Professional Standards: The Service Provider shall comply with the professional standards and ethical guidelines established by the American Psychological Association (APA) and the National Association of School Psychologists (NASP), as applicable.

9. Confirmation of Qualifications: The Service Provider warrants that they hold the necessary qualifications, licenses, and certifications to practice as a School Psychologist in the state of New Hampshire and agrees to provide proof of the same to the School upon request.

10. Remote Day: It is hereby agreed between the parties that the Service Provider shall have the option to work remotely from a location of their choosing for one (1) day per week.

- A. This remote work day shall be determined in advance in coordination with the Client to ensure that it does not disrupt the delivery of the services. The Service Provider shall ensure that the performance and quality of work remain at the same high standard as if the work was performed at the Client's location.
- B. The Service Provider shall be reachable and responsive during the Client's regular business hours on the remote work day and shall have at their disposal all necessary means of communication and equipment to perform the services as required under this Agreement. The Service Provider is responsible for all costs and expenses related to this remote work arrangement unless otherwise agreed in writing by the parties. The provisions of this clause do not alter the scope, nature or quality of the services to be provided under this Agreement.

11. Unsafe Road Conditions: The Company reserves the right to cancel therapy services in the event of unsafe road conditions between the Service Provider's office and the District.

12. Availability of Materials and Technology Access: The District agrees to make available technology required for the efficient delivery of services, including, but not limited to, access to the District's Wi-Fi and other district provided technology resources, as required by the Service Provider.

13. Compensation and Payment: The service fee for the Services to be rendered by the Service Provider under this Agreement, the Client agrees to compensate the Service Provider on an hourly basis at a rate of one hundred and twenty five dollars (\$125.00) per hour ("Hourly Rate"). This rate is based on an expected workload of seven and a half (7.5) hours per day for five days per week (5) during the "Service Period".

A. Additional Hours - In the event that the Service Provider is required to work additional hours beyond the aforementioned seven and a half (7.5) hours per school day, this will be subject to the prior written consent of the Client, which shall not be unreasonably withheld. The additional hours shall be compensated at the Hourly Rate unless otherwise agreed upon by both parties in writing.

B. Invoicing and Payment - The Company will submit a weekly bill for the services with invoices detailing the Services rendered, including a record of the hours worked. Payments are due upon receipt.

C. Late Payment - The District shall pay all costs of collection, including reasonable attorney's fees.

14. Certification: The Company shall maintain and submit proof of current state licensure for each Service Provider providing services under this Agreement.

15. Insurance: The Company shall maintain and submit proof of liability insurance in the amount of \$1,000,000 per incident and up to \$3,000,000 per year. The Company shall maintain workers compensation insurance as required by law. The Company shall name District, their Board, officers, agents and employees as named insured's in any and all insurance policies required by the terms of this Agreement. The Company shall not cancel the insurance without 30 days prior written notice to the District.

16. Continuing Professional Education: The Company shall ensure its principals attend conferences or seminars periodically to maintain licensure. The Company and Service Providers, as the case may be, will be responsible for payment for attendance at educational functions unless required to attend a specific educational function by the District.

17. Federal Government Authorization: In accordance with Federal Accounting Requirements, Leap Learning, LLC swears that it has not been suspended or barred from doing business with the federal government.

18. Miscellaneous: The Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of New Hampshire. Any dispute or enforcement action regarding this Agreement shall be maintained only in the federal or state courts sitting within the State of New Hampshire. This Agreement constitutes the entire Agreement between the parties and all previous discussions, understandings and agreements related thereto are merged herein. This Agreement may not be amended except in writing signed by both parties hereto.

19. Criminal Background: All service providers performing services under this Agreement shall have a current criminal history records check paid for by the Company prior to performing services under this Agreement. The District may require the Company to remove any employee when it determines it is in the best interest of the District.

20. Independent Contractor: The Company is for all purposes arriving under the Agreement an Independent Contractor. All personnel provided by the Company pursuant to the Agreement shall for all purposes, be considered employee of the Company. The Company shall assume sole and exclusive responsibility for the payment of wages and all applicable employment taxes and insurance.

21. Confidentiality: The Company and the Service Provider shall maintain the privacy and confidentiality of student records and shall comply with FERPA and all District policies, procedures and rules. The Service Provider acknowledges that in the course of this Agreement they may have access to confidential information. The Service Provider agrees that they will not disclose or use such information for any purpose other than to carry out their obligations under this Agreement.

22. Indemnification: The Service Provider agrees to indemnify, defend, and hold harmless the School, its employees, agents, and officers from any and all liabilities, claims, demands, actions, suits, losses, obligations, judgments, proceedings, damages, expenses and costs (including attorney's fees), based upon, arising out of or related to any negligence or misconduct of the Service Provider.

23. Non-Physical Interaction Policy: The Client acknowledges and agrees that the Service Provider will not engage in any form of physical interventions with students that involve touching, grabbing, or holding under any circumstances in the course of providing the services pursuant to this Agreement.

A. This prohibition extends to all forms of physical contact, regardless of whether they occur in the context of an emergency, disciplinary situation, therapeutic interaction, instructional setting, or any other situation. Any perceived need for such interventions must be immediately addressed by the Client or the appropriate authority within the Client's organization.

- B. The Client acknowledges that this clause serves the purpose of safeguarding the wellbeing and safety of the students and agrees to respect and uphold it fully. This provision shall survive the termination or expiration of this Agreement.

24. Termination Clause: Either Party may terminate this Agreement at any time by providing thirty (30) days written notice to the other Party.

- A. Notwithstanding the above, the Client shall have the right to terminate this Agreement immediately, upon written notice to the Service Provider, if the Service Provider breaches any term of this Agreement and fails to cure such breach within fifteen (15) days of receipt of written notice thereof from the Client.
- B. Similarly, the Service Provider shall have the right to terminate this Agreement immediately, upon written notice to the Client, if the Client breaches any term of this Agreement and fails to cure such breach within fifteen (15) days of receipt of written notice thereof from the Service Provider.
- C. In the event of termination, the Service Provider shall be entitled to compensation for services satisfactorily completed prior to the effective date of termination. Unpaid compensation and reimbursement of authorized expenses will be due and payable within thirty (30) days of termination.
- D. The rights and obligations contained in Clauses 21 (Confidentiality), 22 (Indemnification), 23 (Non-Physical Interaction Policy), and any other provision that by its nature should survive, shall survive the termination or expiry of this Agreement.

23. Assignment: The Company shall not assign the agreement with or without the prior written consent of the Client.

IN WITNESS WHEREOF, Company and Client have executed this Agreement as of the day and year first above written.

By: _____



Yolimar Burgos, PsyD (COMPANY)
Leap Learning, LLC

By: _____

COO, (CLIENT)

Nashua School District

Contract for Services Nashua School District

This Contract for Services is between Amy McCartney, PT, ABC Physical Therapy, LLC, 47 Peabody Drive, Brentwood, NH 03833 (the "Contractor") and the Nashua School District, 141 Ledge St., Nashua, NH 03060 (the "District") for services to be provided.

The contract is governed by the following documents, in order of priority:

1. This contract for services.
 2. Purchase Order No.:
 3. 2026-27 Addendum A, Independent Contractor Agreement for ABC Physical Therapy Services
- Any discrepancy or contradiction in the above documents shall be determined by their order of priority.

Objective of Services:

To provide Physical Therapy Services for the 2026-2027 School year.

Description of Services:

The contractor will provide individual (typical) Physical Therapy Services to Special Education students who require such service as part of their Individual Educational Plan. Physical therapy uses specially designed exercises and equipment to help students improve their physical abilities, regain abilities, or circumvent physical disabilities as well as develop and maintain movement and body functions. Special education students who receive physical therapy services may have congenital, developmental, skeletal or acquired concerns related to their physical abilities due to illness or injury.

Service Venue:

District Wide

Compensation and Payment

The District agrees to pay Contractor up to the sum of \$270,000.00 for the above-described services. The District will make payment to the Contractor at its next regular payment date for completed services upon receipt of an approved invoice with required documentation. An IRS Form W-9 must be on file with the District.

Contract Period:

July 1, 2026 thru June 30, 2027

Rights:

Subject to the terms of this Agreement, all reports, studies and other work product utilizing or containing information or data from the District shall be the sole and exclusive property of the District. The Contractor agrees to keep confidential all such District information and data.

Termination:

This Agreement may be terminated upon thirty (30) days written notice by either party to this Agreement. Such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortious conduct. Upon termination, Contractor will present the District with a final invoice reflecting: a) any unbilled consulting fees due through the most recently completed project phase; and b) costs incurred

since the completion of the most recently completed phase. The District agrees to pay this final invoice within 30 days of receipt.

Termination for Cause:

This agreement may be terminated by the District on seven (7) calendar days' written notice to the Contractor in the event of a failure by the Contractor to adhere to all the terms and conditions of the contract or failure to satisfactorily, in the sole opinion of the District, provide contracted services in a timely and professional manner. The Contractor shall be given an opportunity for consultation with the District prior to the effective date of the termination.

Subcontracting:

No assignment, transfer, delegation or subcontracting will be allowed under this contract for services without the expressed prior written consent of the District.

Independent Contractor Status:

The parties agree that the Contractor shall have the status of and shall perform all work under this contract as an independent contractor, maintaining control over all its subcontractors and employees. The only contractual relationship created by this contract is between the District and Contractor, and nothing in this contract shall create any contractual relationship between the District and Contractor's subcontractors or employees. The parties also agree that the Contractor is not a District employee and will receive no benefits as such.

Governing Law:

This Agreement is to be governed and construed under the laws of the State of New Hampshire, and any action to enforce this contract must be brought forward in a State of New Hampshire court of competent jurisdiction.

Entire Agreement:

This Contract for Services is the entire agreement between the parties regarding the services, and the agreement may not be modified except by a written agreement signed by both parties.

The foregoing is agreed to by the undersigned authorized representatives of the parties:

For

Date

For Nashua School District

Date

Addendum A

Independent Agreement for ABC Physical Therapy Services

Section 1

Amy McCartney, PT ABC Physical Therapy Services, including its subcontractors and employees ("Independent Contractor"), and the Nashua School District ("Purchaser") agree that ABC Physical Therapy Services ("P.T") for the 2026-2027 school year shall be provided to students of said District by Independent Contractor and that Purchaser shall pay for said services pursuant to the terms of this Agreement.

The Independent Contractor guarantees that students receiving its services pursuant to this Agreement shall be provided all of the rights and protections afforded under the IDEA, ADA and in accordance with all other relevant federal, state and local statutes and administrative rules and regulations.

The Independent Contractor will make available to the Purchaser and cooperate in the review and audit of all records relating to this Agreement and in accordance with 34 CR 74.20:34 CFR 74.24 (c) and 34 CFR 74.166. This also includes contracts and agreements between Independent Contractor and any individuals, companies or other entities providing services or materials that relate to this Agreement.

Section II

1. FEES. The sum of \$270,000.00 is the maximum authorized funding level for physical therapy services for the 2026-2027 school year. Services shall be billed by Independent Contractor and shall bill services as follows: \$90.00/hr. (\$45.00 per half hour unit) for direct service, indirect services, consultation, instruction, documentation, and meetings as required; \$300.00 per evaluation. A mileage fee for out-of- district travel may be charged at the IRS mileage rate in effect at the time the mileage is incurred. No fees will be charged for-in-district travel time or mileage. The Independent Contractor will provide necessary consultation to para-educators during student therapy units.

The total projected cost for physical therapy services submitted by Amy McCartney, PT ABC Physical Therapy Services for the 2026-2027 school year is \$270,000.00. The sum of \$270,000.00 is the current maximum authorized funding level by the Nashua School district for physical therapy services for the 2026-2027 school year.

The Independent Contractor shall provide physical therapy services, including direct services, indirect services, consultation, instruction, documentations, meetings, evaluations, and extended school year using properly qualified and certified personnel from July 1, 2026, through June 30, 2027.

Should the Independent Contractor conclude during the term of this Agreement that the physical therapy services will consume the budgeted amount and extend beyond the allocated sum of \$270,000.00 the Independent Contractor shall notify Purchaser's Director of Special Education, in writing at least 90 days prior to the anticipated exhaustion of those budgeted funds. The provision of services beyond the allocated sum by the Purchaser must be approved in writing by the Director of Special Education. Furthermore, the Independent Contractor shall generate quarterly school year expenditure reports for the benefit of the Purchaser.

The Purchaser specifically reserves the right to contract with other agencies or individuals for P.T. services during the 2026-2027 school year should the authorized funding level (\$270,000.00) be exceeded during the 2026-2027 school year (including services provided during the Summer of 2026).

The Independent Contractor shall not deliver services to students who are not identified as educationally disabled or students with educational disabilities who do not have services in their Individual Education Plan, unless specifically approved by the Director of Special Education.

2. SPACE, EQUIPMENT & SUPPLIES shall be provided by the Purchaser after consultation with Independent Contractor. Contractor shall not purchase supplies and equipment without prior authorization by Purchaser (Director of Special Education).
3. The Independent Contractor will maintain a list of district supplies and equipment to be reviewed by the Purchaser on a regular basis at no administrative cost to the district. The Purchaser (Special Education Department) will maintain a list of its physical therapy supplies and equipment. Independent Contractor shall, on a regular basis, review the said supply and equipment list. Independent Contractor shall provide to Purchaser (Director of Special Education), at no cost to Purchaser, an accounting of all supplies and equipment related to the provision of physical therapy services (including an update of location of said supplies and equipment) during November 2026 and May 2027.
4. Independent Contractor, including any and all of its independent contractors or subcontractors, will provide written records, documentation, and supervision as requested by the Purchaser and in accordance with A.P.T.A. professional standards.
5. Independent Contractor (and its personnel and subcontractors) shall obtain and maintain all necessary professional certifications and licenses. The Independent Contractor, each employee or subcontractor of the Independent Contractor shall provide to the Purchaser certificate(s) of professional liability insurance naming the City of Nashua as an additional insured. Said certificate(s) shall be in the amount(s) required by the Purchaser and delivered to Purchaser within two weeks of the signing of this contract.
6. Independent Contractor and all its personnel shall maintain current occupational therapy clinical notes in accordance with A.P.T.A. professional standards that record the nature and procedures used in the provision of all physical therapy units and will provide consultation, as needed, to para-educators for the purpose of Medicaid Billing. Clinical notes shall be made available to Purchaser upon request by Purchaser.
7. SCHEDULING of physical therapy services, subject to the approval of Purchaser's Director of Special Education, will be based on the availability of therapist(s) and every effort will be made to accommodate student/teacher schedules and new students with physical therapy needs. All individual occupational therapist's schedules will be provided to Purchaser (Director of Special Education) no later than September 30, 2026. Any deviation from these schedules, including absences, or changes in personnel, must be reported immediately to Purchaser's Special Education Office.
8. BILLING shall be submitted on a bi-weekly basis. Payments to the Independent Contractor for services provided and properly invoiced shall be made by the Purchaser within thirty (30) days of receipt of each itemized invoice.

At the end of the school year, all outstanding invoices must be submitted within fifteen (15) days of the last date of service to ensure payment is processed within the applicable contract fiscal year. The final invoice for the school year must be clearly marked **"FINAL INVOICE"**.

9. CONTRACT PERIOD for this Agreement is from July 1, 2026, through June 30, 2027. Any physical therapy services to be delivered during the summer of 2026 pursuant to an extension of this Agreement shall be negotiated during March 2027.
10. Any personnel related concerns shall be addressed directly with the Amy McCartney, PT ABC Physical Therapy Services by Purchaser's Director of Special Education.
11. The Independent Contractor agrees to indemnify, defend and hold harmless the Purchaser from and against any and all damage, loss, injury, cost or expense (including attorney's fees related to defending claims and to enforcing this indemnity provision) suffered or incurred by the Purchaser as a consequence of services provided by the Independent Contractor, which are not due to the negligence or intentional acts of the Purchaser, its agents or employees.
12. The Purchaser agrees to indemnify, defend and hold harmless the Independent Contractor from and against any and all damage, loss, injury, cost or expense (including attorney's fees related to defending claims and to enforcing this indemnity provision) suffered or incurred by the Independent Contractor as a consequence of utilizing the facilities and equipment of the Purchaser, which are not due to the negligence or intentional acts of the Independent Contractor, its agents or employees.
13. Unresolved personnel related concerns and/or the failure by either party to abide by the terms of this contract shall be grounds for termination of this Agreement. Written notice shall be provided of any default under this Agreement at least 30 days prior to termination of this Agreement by either party. However, either party will be given an opportunity to cure a default within 10 days of receipt of written default, unless the default involves a failure to deliver P.T. services in a manner which subjects purchasers to violations of state and/or federal laws.
14. Should Amy McCartney, PT ABC Physical Therapy Services be unable to acquire the necessary number of staff to service children as required by those children's I.E.P.s, the Nashua School District will take all necessary steps to deliver the services and units required by the children's I.E.P.s by contracting with providers other than Clark Associates.

Funding for these other providers will reduce the available annual funding set forth in Section II, 1.

Independent Contractor
Clark Associates

Purchaser
Nashua School District

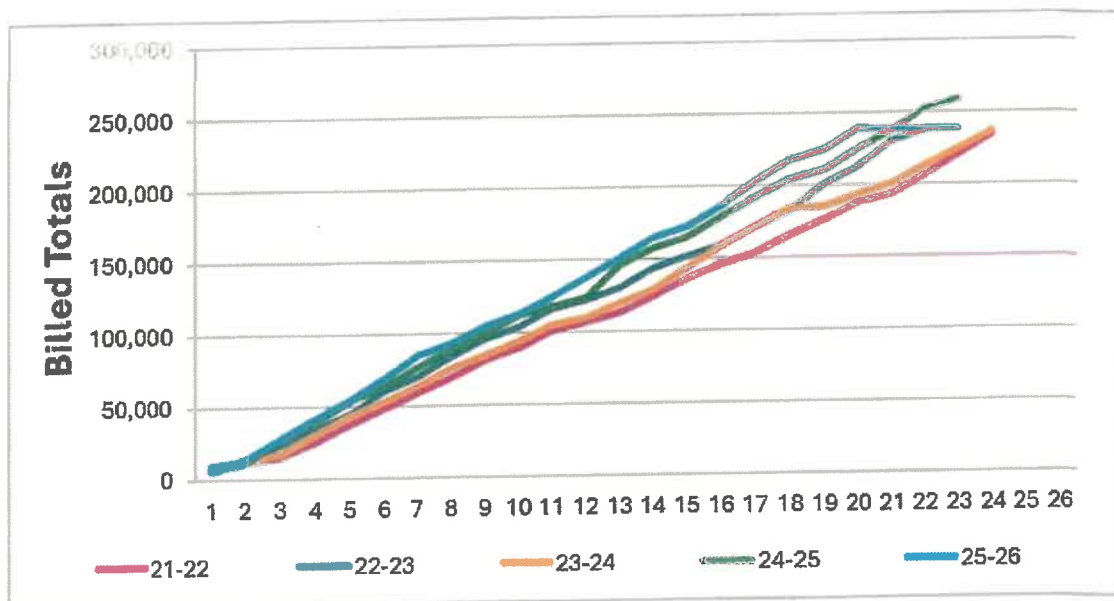
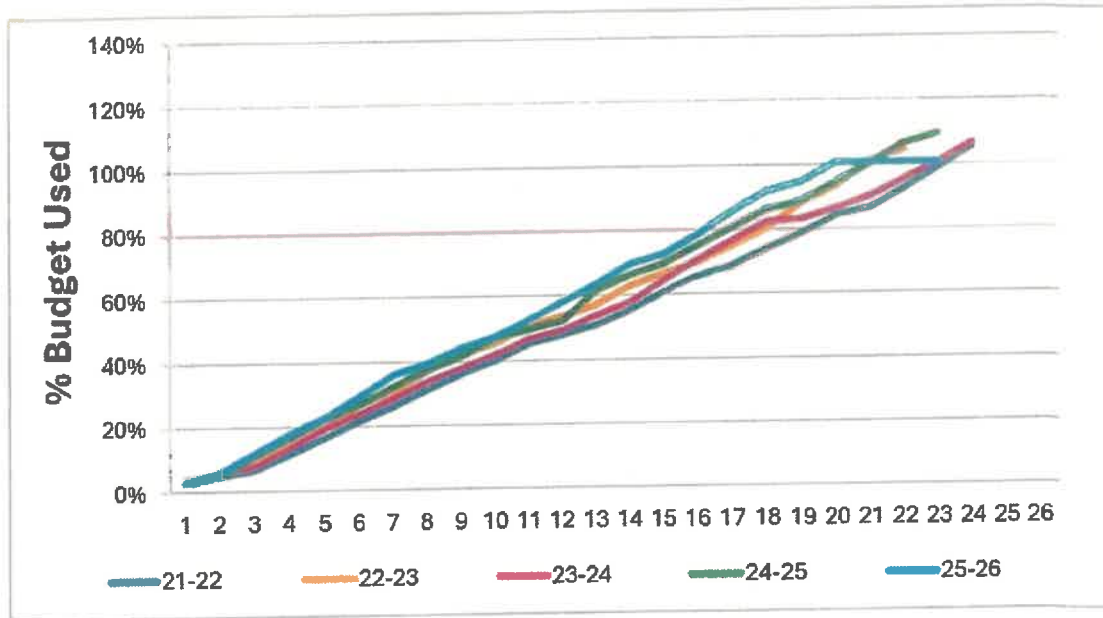
Date

Date

Budget History

	20-21	21-22	22-23	23-24	24-25	25-26
Requested	\$221,500	\$225,000	\$230,000	\$242,500	\$237,500	\$241,000
Approved	\$223,000	\$213,925	\$227,083	\$237,000	\$237,000	\$241,000
Actuals	\$289,000	\$234,735	\$237,643	\$237,271	\$259,085	\$265,000*
Difference	-\$66,000	-\$20,810	-\$10,560	-\$271	-22,000	-24000

* Estimated



**Nashua School District Physical Therapy
Budget for 26-27 School Year**

Service Count Estimates		Yearly Estimates
Therapy		\$260,000
Non-Therapy		\$10,000
Total		\$270,000
Rates		
	Per Unit	\$47.00

This estimate does not account for any new students that arrive through Early Support Services, or that move into the district for the remainder of this year or the year after. It also does not take into consideration any pending changes in units, discharges, deaths, or children who move away.

Student Population - The student population estimates are based on historical data over the past few years.

Evaluations – Evaluations estimates are based on 20 re-evaluations and 8-10 new evaluations.

The budget estimate is based on a 36-week school year. The per-unit rate includes all the administrative and therapeutic duties included on the next two pages.

ABC Physical Therapy has been providing contract physical therapy services to the Nashua School District (NSD) since 2007. Amy McCartney, PT, has worked with the Nashua schools SPED population since 2002. Our therapists are an integral part of the school district and have developed a trusting relationship with the children, staff, and families. Many children have had the same therapist for several years and benefit from the continuum of care they are provided from year to year. ABCPT will not provide any services outside of the Nashua School District.

ABC Physical Therapy will employ the continued use of Zoom during the entire school year to assist with communications, meetings, and sessions where appropriate. Some remote sessions may be conducted off of school property from a private HIPAA and FERPA-compliant location.

Communication from NSD regarding changes to any policy, course requirements, education, or delivery requirements will be delivered to ABC Physical Therapy in a timely manner and be applicable to ABC Physical Therapy's staff as contractors. ABC Physical Therapy should be notified of any NSD-required education or training when teachers and staff are notified.

Therapist Duties and Responsibilities:

- Education of PT role in the school setting to staff and families
- Evaluation of special education students referred for physical therapy services and ongoing evaluations of existing students
- Develop and present individualized education plans in conjunction with other team members
- Attend team meetings and IEP reviews with families
- Provide direct and consultative services to students identified and in need of physical therapy services, including high-profile/priority situations.
- Train NSD staff and paraprofessionals in carryover of PT programs for students
- Maintain daily notes/data collection and progress notes on students' progress
- Coordinate with outside service providers and physicians as needed
- Co-treat with other therapy disciplines (OT, ST, Vision, Psych)
- Maintain state licensure and attend continuing education courses in accordance with the State of New Hampshire Board of Licensure requirements
- Conduct 3-year re-evaluations and discharge summaries
- Order, distribute, and store child-specific equipment

ABC Physical Therapy • Amy McCartney, PT
47 Peabody Drive - Brentwood, NH 03833

- Oversee care of equipment in OT/PT therapy and storage rooms
- Complete all necessary billing forms for Medicaid reimbursement
- Attend training on evolving Nashua policies and procedures (i.e., Easy IEP, XLogs, safety)
- Implement telehealth services due to any State declared pandemic or associated events, including maintaining Google Classrooms, regular communication with families and classroom teams via video conferencing, phone, and email
- Transition consultations to receiving therapists for incoming and outgoing students as they change schools and/or programs

Non-Therapy Duties – Tasks and duties not applicable to providing therapy, including but not limited to:

- Room setup and take-down as needed, including PT Room Upkeep
- Schedule setup and therapy conflict resolution
- Equipment procurement, coordination of maintenance, and inventory
- NSD required training and educational sessions
- Outpatient Correspondences
- Ad-Hoc tasks and special projects

Administrative Duties:

- Coordinate PT services district-wide
- Interview, evaluate and hire therapists
- Assign therapists to schools, programs, and students
- Provide PT services for home-based and private placement students that Nashua is responsible for
- Handle personnel issues
- Provide in-service education to school staff
- Conduct meetings and in-services with PTs to update them on current trends, IEP formats, paperwork formats, procedures, etc.
- Provide district-wide PT billing bi-monthly
- Provide data for catastrophic aid quarterly
- Provide budget updates as needed
- Maintain district-wide PT roster including student's DOB, school, units, evaluation/IEP dates
- District-wide coordination of OT/PT equipment, including tracking, coordination of maintenance, storing, ordering, and distribution of equipment
- Attend Special Ed department meetings as necessary
- Field staff (both PT and Educational) questions/concerns
- Maintain proper liability, workers' compensation, and auto liability insurance for all PT staff
- Maintain up-to-date knowledge of state and local practice regulations and align with practicing in NSD.

Contract for Services Nashua School District

This Contract for Services is between Clark Associates, 5 Happy Lane, Londonderry, NH 03053 (the "Contractor") and Nashua School District, 141 Ledge St., Nashua, NH 03060 (the "District") for services to be provided.

The contract is governed by the following documents, in order of priority:

1. This contract for services.
 2. Purchase Order No.:
 3. 2026-27 Addendum A, Independent Agreement for Occupational Therapy
- Any discrepancy or contradiction in the above documents shall be determined by their order of priority.

Objective of Services:

To provide Occupational Therapy Services for the 2026-2027 School Year

Description of Services:

The Contractor will provide Occupational Therapy Services to Special Education identified students across the district under the student's Individual Education Plan. These services will include direct services, indirect services, consultation, instruction, documentations, meetings, evaluations, and extended school year using properly qualified and certified personnel.

Service Venue:

District Wide, on-site at School Facilities. Contract therapists may, at times, need to Zoom from a location outside of the school buildings (e.g., their car, home office, etc.) in order to attend meetings that occur outside of their scheduled hours in the District.

Compensation and Payment

The District agrees to pay Contractor up to the sum not to exceed \$976,522.50 for the above-described services.

The District will make payment to the Contractor at its next regular payment date for completed services upon receipt of an approved invoice with required documentation. An IRS Form W-9 must be on file with the District.

Contract Period:

July 1, 2026 thru June 30, 2027

Rights:

Subject to the terms of this Agreement, all reports, studies and other work product utilizing or containing information or data from the District shall be the sole and exclusive property of the District. The Contractor agrees to keep confidential all such District information and data.

Termination:

This Agreement may be terminated upon thirty (30) days written notice by either party to this Agreement. Such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortious conduct. Upon termination, Contractor will present the District with a final invoice reflecting: a) any unbilled consulting fees due through the most recently completed project phase; and b) costs incurred

since the completion of the most recently completed phase. The District agrees to pay this final invoice within 30 days of receipt.

Termination for Cause:

This agreement may be terminated by the District on seven (7) calendar days' written notice to the Contractor in the event of a failure by the Contractor to adhere to all the terms and conditions of the contract or failure to satisfactorily, in the sole opinion of the District, provide contracted services in a timely and professional manner. The Contractor shall be given an opportunity for consultation with the District prior to the effective date of the termination.

Subcontracting:

No assignment, transfer, delegation or subcontracting will be allowed under this contract for services without the expressed prior written consent of the District.

Independent Contractor Status:

The parties agree that the Contractor shall have the status of and shall perform all work under this contract as an independent contractor, maintaining control over all its subcontractors and employees. The only contractual relationship created by this contract is between the District and Contractor, and nothing in this contract shall create any contractual relationship between the District and Contractor's subcontractors or employees. The parties also agree that the Contractor is not a District employee and will receive no benefits as such.

Governing Law:

This Agreement is to be governed and construed under the laws of the State of New Hampshire, and any action to enforce this contract must be brought forward in a State of New Hampshire court of competent jurisdiction.

Entire Agreement:

This Contract for Services is the entire agreement between the parties regarding the services, and the agreement may not be modified except by a written agreement signed by both parties.

The foregoing is agreed to by the undersigned authorized representatives of the parties:

For

Date

For Nashua School District

Date

Addendum A

Independent Agreement for Occupational Therapy Services

Section 1

Clark Associates, including its subcontractors and employees ("Independent Contractor"), and the Nashua School District ("Purchaser") agree that occupational therapy services ("O.T.") for the 2026-2027 school year shall be provided to students of said District by Independent Contractor and that Purchaser shall pay for said services pursuant to the terms of this Agreement.

The Independent Contractor guarantees that students receiving its services pursuant to this Agreement shall be provided all of the rights and protections afforded under the IDEA, ADA and in accordance with all other relevant federal, state and local statutes and administrative rules and regulations.

The Independent Contractor will make available to the Purchaser and cooperate in the review and audit of all records relating to this Agreement and in accordance with 34 CR 74.20:34 CFR 74.24 (c) and 34 CFR 74.166. This also includes contracts and agreements between Independent Contractor and any individuals, companies or other entities providing services or materials that relate to this Agreement.

Section II

1. FEES. The sum of \$976,522.50 is the maximum authorized funding level for occupational therapy services for the 2026-2027 school year. Independent Contractor shall bill services as follows: \$76.50/hr. (\$38.25 per half hour unit) for direct service, indirect services, consultation, instruction, documentation, and meetings as required; \$300.00 per evaluation. A mileage fee for out-of-district travel may be charged at the IRS mileage rate in effect at the time the mileage is incurred. No fees will be charged for-in-district travel time or mileage. The Independent Contractor will provide necessary consultation to para-educators during student therapy units.

The total projected cost for occupational therapy services submitted by Clark Associates for the 2026-2027 school year is \$976,522.50. The sum of \$976,522.50 is the current maximum authorized funding level by the Nashua School district for occupational therapy services for the 2026-2027 school year.

The Independent Contractor shall provide occupational therapy services, including direct services, indirect services, consultation, instruction, documentations, meetings, evaluations, and extended school year using properly qualified and certified personnel from July 1, 2026, through June 30, 2027.

Should the Independent Contractor conclude during the term of this Agreement that the occupational therapy services will consume the budgeted amount and extend beyond the allocated sum of \$976,522.50 the contractor shall notify Purchaser's Director of Special Education, in writing at least 90 days prior to the anticipated exhaustion of those budgeted funds. The provision of services beyond the allocated sum by the Purchaser must be approved in writing by the Director of Special Education. Furthermore, the Independent Contractor shall generate quarterly school year expenditure reports for the benefit of the Purchaser.

The Purchaser specifically reserves the right to contract with other agencies or individuals for O.T. services during the 2026-2027 school year should the authorized funding level (\$976,522.50) be exceeded during the 2026-2027 school year (including services provided during the Summer of 2026).

The Independent Contractor shall not deliver services to students who are not identified as educationally disabled or students with educational disabilities who do not have services in their Individual Education Plan, unless specifically approved by the Director of Special Education.

The Director of Special education will authorize screening referrals for non-identified students.

2. SPACE, EQUIPMENT & SUPPLIES shall be provided by the Purchaser after consultation with Independent Contractor. Independent Contractor shall not purchase supplies and equipment without prior authorization by Purchaser (Director of Special Education). The Independent Contractor will maintain a list of district supplies and equipment to be reviewed by the Purchaser on a regular basis at no administrative cost to the district. The Purchaser (Special Education Department) will maintain a list of its occupational therapy supplies and equipment. Independent Contractor shall, on a regular basis, review the said supply and equipment list. Independent Contractor shall provide to Purchaser (Director of Special Education), at no cost to Purchaser, an accounting of all supplies and equipment related to the provision of occupational therapy services (including the location of said supplies and equipment) during October 2026.
3. Independent Contractor, including any and all of its independent contractors or subcontractors, will provide written records, documentation, and supervision as requested by the Purchaser and in accordance with A.O.T.A. professional standards.
4. Independent Contractor (and its personnel and subcontractors) shall obtain and maintain all necessary professional certifications and licenses. The Independent Contractor, each employee or subcontractor of the Independent Contractor shall provide to the Purchaser certificate(s) of professional liability insurance naming the City of Nashua as an additional insured. Said certificate(s) shall be in the amount(s) required by the Purchaser and delivered to Purchaser within two weeks of the signing of this contract.
5. Independent Contractor and all its personnel shall maintain current occupational therapy clinical notes in accordance with A.O.T.A. professional standards that record the nature and procedures used in the provision of all occupational therapy units and will provide consultation, as needed, to para-educators for the purpose of Medicaid Billing. Clinical notes shall be made available to Purchaser upon request by Purchaser.
6. SCHEDULING of occupational therapy services, subject to the approval of Purchaser's Director of Special Education, will be based on the availability of therapist(s) and every effort will be made to accommodate student/teacher schedules and new students with occupational therapy needs. All individual occupational therapist's schedules will be provided to Purchaser (Director of Special Education) no later than September 30, 2026. Any deviation from these schedules, including absences, or changes in personnel, must be reported immediately to Purchaser's Special Education Office.
7. BILLING shall be submitted on a bi-weekly basis. Payments to the Independent Contractor for services provided and properly invoiced shall be made by the Purchaser within thirty (30) days of receipt of each itemized invoice.

At the end of the school year, all outstanding invoices must be submitted within fifteen (15) days of the last date of service to ensure payment is processed within the applicable contract fiscal year. The final invoice for the school year must be clearly marked **"FINAL INVOICE"**.

8. CONTRACT PERIOD for this Agreement is from July 1, 2026, through June 30, 2027. Any occupational therapy services to be delivered during the summer of 2026 pursuant to an extension of this Agreement shall be negotiated during March 2026.

9. Any personnel related concerns shall be addressed directly with the Independent Contractor (Deb Clark) by Purchaser's Director of Special Education. The Purchaser has the right to refuse the services of an individual subcontractor or employee under this contract, should the Purchaser deem the subcontractor to be unsuitable, for any reason, to provide occupational therapy services. The Purchaser agrees to consult with the Independent Contractor (Deb Clark) prior to making such a determination.
10. This contract may be terminated immediately by either party for failure of the other party to abide by the terms of the contract. However, either party will first be given an opportunity to cure a default within ten (10) days of receipt of written notice of default, unless the default involves a failure to deliver occupational therapy services in a manner which subjects the Purchaser to violations of state and federal laws.
11. The Independent Contractor agrees to indemnify, defend and hold harmless the Purchaser from and against any and all damage, loss, injury, cost or expense (including attorney's fees related to defending claims and to enforcing this indemnity provision) suffered or incurred by the Purchaser as a consequence of services provided by the Independent Contractor, which are not due to the negligence or intentional acts of the Purchaser, its agents or employees.
12. The Purchaser agrees to indemnify, defend and hold harmless the Independent Contractor from and against any and all damage, loss, injury, cost or expense (including attorney's fees related to defending claims and to enforcing this indemnity provision) suffered or incurred by the Independent Contractor as a consequence of utilizing the facilities and equipment of the Purchaser, which are not due to the negligence or intentional acts of the Independent Contractor, its agents or employees.
13. Should Clark Associates be unable to acquire the necessary number of staff to service children as required by those children's I.E.P.s, the Nashua School District will take all necessary steps to deliver the services and units required by the children's I.E.P.s by contracting with providers other than Clark Associates.

Funding for these other providers will reduce the available annual funding set forth in Section II, 1.

Independent Contractor
Clark Associates

Purchaser
Nashua School District

Date

Date

**CLARK ASSOCIATES
5 Happy Lane
Londonderry, NH 03053**

Proposal

OCCUPATIONAL THERAPY
Estimated costs for the 2026-27 school year

The proposed hourly rate for service is \$76.50

Cost per evaluation is \$300.00

The following is an estimated budget based on current caseload numbers and projections:

120 evaluations at \$300=\$36,000.00

170 updates at 4 units each=\$26,010.00

Weekly: 690 units x \$38.25=\$26,392.50 x 37(wks)=\$976,522.50

Extended year program: 150 units/wk x \$38.25/unit = \$5,737.50 x 4 weeks = \$22,950.00

$36,000.00 + 26,010.00 + 976,522.50 + 22,950.00 = \$1,061,482.25$

**Clark Associates
5 Happy Lane
Londonderry, NH 03053**

**Occupational Therapy Quarterly Expense Report
2025-26 school year**

First Quarter: July –September, 2025

July.....	\$20,288.00
August.....	\$43919.00
September.....	\$91846.00
Subtotal:	\$ 156,053.00

Second Quarter: October-December 2025

October.....	\$ 100,540.00
November.....	\$ 116,474.00
December.....	\$ 53,279.00
Subtotal:	\$270,293.00

Third Quarter: January-February 2026

January.....	\$ 95,475.00
February.....	\$ 78,245.00
March.....	\$113,004.00
Subtotal:	\$ 286,724.00

Fourth Quarter: April-June 2026

April	\$110,632.00
May.....	\$101,929.00
June.....	

Total Year to Date: \$925,631.00

The OT purchase order is for \$939,215.00 which we will exceed in the coming billing cycle which will be for the first 2 weeks of June.



INDEPENDENT CONTRACTOR SERVICE AGREEMENT 2026 EXTENDED SCHOOL YEAR SERVICES

This Agreement (“Agreement”) is entered into as of the 17th day of June, 2026, between Champion Speech Therapy and Contracting Services, LLC a limited liability company, hereinafter referred to as “the VENDOR”, and Nashua School District, hereinafter referred to as “the BOARD”.

The Board and the Vendor agree to the terms and conditions set forth below, hereinafter referred to as “the Agreement.” The Vendor and the Board, the parties hereto, intending to be legally bound hereby, do promise and agree as follows:

1. SCOPE OF SERVICES

The Vendor will provide the Board with speech and language therapy services rendered by a qualified, state licensed and certified speech-language pathologist or certified speech-language assistant, as specified by the Board, hereinafter referred to as “the Vendor’s contract personnel”. The Vendor will conduct comprehensive pre-employment screening to provide service providers and will facilitate an interview between the Board and the service providers. However, it is ultimately the responsibility of the Board to approve certifications and licensure. The professional services provided by the Vendor’s contract personnel, the contents of any evaluation and/or written report of examination and/or treatment, together with diagnosis, shall be afforded the greatest degree of professional attention and confidentiality.

The Vendor or the Vendor’s contract **Speech-Language Pathologists** will provide extended school year (ESY) services, either in person or via telepractice service delivery, that shall include, but are not limited to:

- Formal speech and language evaluation services, informal evaluation measures, screenings, and informal observations
- Develop and implement evidence-based direct speech and language therapy services based on each student’s Individualized Education Programs (IEPs) and Section 504 Plans
- Evaluation report writing
- IEP development and writing
- Progress note development and writing
- Attend referral meetings, evaluation planning and evaluation result meetings, team meetings, and meetings required by the Board to explain the need for services, share evaluation results, and participate in the development of IEPs
- Student file review

- Plan, prepare, and schedule services, evaluations, and consultations
- Material development and organization
- Maintenance of appropriate records
- Consultation and/or collaboration with staff, teachers, and families
- Staff and family education and/or interview
- SLPA supervision
- Management of required documentation, attendance, and billing
- Comply with all federal, state, and Nashua School District special education laws, policies, and regulations

The Vendor's contract **Speech-Language Assistants** will provide extended school year services that shall include, but are not limited to:

- Implement documented care plans or protocols (e.g. Individualized Education Programs (IEPs) and Section 504 Plans) developed and directed by a supervising speech language pathologist
- Provide direct therapy services addressing treatment goals developed by a supervising speech language pathologist
- Develop and implement speech and language therapy activities and materials
- Plan and prepare speech and language services
- Provide staff and family consultation and collaboration to facilitate carryover of skills
- Administer progress monitoring tools and screenings
- Attend meetings
- Write progress reports
- Management of required documentation, attendance, and billing
- Comply with all federal, state, and Nashua School District special education laws, policies, and regulations

The Vendor will prepare a treatment and services verification timesheet, which will be submitted to the Board each week.

2. TERM OF AGREEMENT

This Agreement will commence on the effective date and will continue until the end of the Applied ABC and Birch Academy 2026 extended school year program (08/20/2026).

3. EXPENSES

The Vendor and the Vendor's contract personnel shall be responsible for all expenses incurred while performing services under this Agreement. This includes license and certification fees, and other taxes; and meals. The Vendor understands that neither the Vendor nor the Vendor's

contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the Board.

4. INSURANCE

The Vendor and the Vendor's contract personnel shall obtain and maintain the following coverage throughout the performance of his/her obligations under this agreement: General Malpractice Liability Insurance within the state of NH with a minimum limit of \$100,000 per occurrence and \$300,000 in the aggregate for losses incurred as a result of professional malpractice.

5. INDEPENDENT CONTRACTOR

Both parties agree that the terms of the Agreement do not constitute a formation of a partnership, joint venture, employer-employee, or other relationship and no form of agency exists between the parties. The Vendor and the Vendor's contract personnel shall have no authority to bind or otherwise obligate the Board in any manner beyond the terms of this agreement.

6. COMPENSATION

The Board agrees to pay the Vendor the sum of \$107.00 per hour for each hour that the Vendor or the Vendor's contract speech-language pathologists provide the above services (1). The Board agrees to pay the Vendor the sum of \$77.00 per hour for each hour that the Vendor's contract speech-language assistants provide the above services (1). The Board will provide payment to the Vendor within 30 days of receipt of a submitted invoice.

The Vendor or any of the Vendor's contract personnel shall not be considered an employee for any purpose and is not entitled to any benefits that are or may be provided to employees of the Board. No payroll or employment taxes of any kind shall be withheld or paid by the Board with respect to payment of fees to the Vendor. The Vendor or any of the Vendor's contract personnel shall be solely responsible for reporting and paying any such taxes. The Board shall not provide the Vendor or any of the Vendor's contract personnel with any coverage or participation in the Vendor's or Vendor's contract personnel accident and health insurance, life insurance, disability income insurance, age continuation plans, or other fringe benefits provided to regular employees. One speech-language assistant maintains a daily travel requirement of approximately 50 miles total (or 80 minutes of drive time) and shall receive compensation equivalent to one additional billable hour per week to account for such travel.

To comply with current Board requirements, this agreement includes a not-to-exceed total based on the anticipated student caseload at the time of signing. Extended school year services provided under this contract shall not exceed the following without prior written approval:

- **Speech-Language Pathologist (SLP):** 77 hours (11 hours/week over 7 weeks, 7/6-8/20) Not-to-Exceed Total: \$8,239
- **Speech-Language Assistant (SLPA) 1:** 45.5 hours (5.5 hours/week over 7 weeks, and 7 travel-compensation hours 7/6/26–8/20/26) Not-to-Exceed Total: \$3,503.5
- **Speech-Language Assistant (SLPA) 2:** 29.75 hours (4.25 hours/week over 7 weeks, 7/6-8/20) Not-to-Exceed Total: \$2,290.75

Combined Contract Not-to-Exceed Amount: \$14, 033.25

This contract is limited solely to the services expressly identified herein and shall not exceed a total amount of **\$14,033.25**. All invoicing and payments shall be for services rendered.

Any increase to the contract amount requires the School District's prior written approval. If additional staffing services are needed, the service provider must notify the School District in writing. No amendment to, or increase in, the contract amount shall be valid or enforceable unless it has received the School District's prior written approval.

7. ON-SITE RESPONSIBILITY

The Board is responsible for providing all orientation, support, supervision, facilities, training, direction, and means for the Vendor's contract personnel to complete the assignment. The Board will provide testing materials and record forms for students to be evaluated. This includes paper and online protocols and evaluation measures. If the Board is unable to provide these materials, the Vendor will bill the Board for necessary materials to perform these duties.

8. COSTS AND FEES

In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover its costs and attorney's fees incurred in enforcing this Agreement and as a result of such breach.

9. LIMITATION OF LIABILITY

Neither party shall be liable to the other whatsoever for any special, consequential, indirect, exemplary or punitive damages, including any damages on account of lost profits, lost data, or lost opportunity, whether or not placed on notice of any such alleged damages and regardless of the form of action in which such damages may be sought. The fees and billings due under this Agreement are not considered to be special damages or lost profits and shall not be limited by these provisions.

10. EMPLOYMENT OF CONSULTANTS

The Board agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any of the Vendor's contract personnel for a period of two years after the latest date of introduction, referral, placement, or end of the contract assignment. If the Board or its affiliate enters into such a relationship or refers the Vendor's contract personnel to a third party for employment, the Board agrees to pay an amount equal to 50 percent (50%) of the Vendor's contract personnel's first year's annual salary, as agreed upon at time of signing. Payment is due to the Vendor upon the start date.

11. TERMINATION OF CONTRACTED ASSIGNMENT WITHOUT CAUSE

The Board may cancel an assignment with thirty (30) days written notice. The Board is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event the Board is unable to provide thirty (30) days' notice of termination, the Board will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours.

12. INDEMNIFICATION

The Board shall indemnify and hold harmless the Vendor or the Vendor's contract personnel from any loss or liability arising from performing services under this Agreement.

13. SEVERABILITY

If any provision of this Agreement is to any extent invalid under applicable law, that provision shall be enforced to the extent permissible, and the remaining provisions of this Agreement shall continue in full force and effect.

14. MODIFICATION AGREEMENT

This Agreement may not be modified, amended, suspended, or waived except by a written agreement of the Parties who are authorized to execute the agreement.

15. CONFIDENTIALITY

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. The Vendor and the Vendor's contract personnel will abide by all state and federal laws in preserving the confidentiality of student data. Any information that the partner learns during the course of providing services to students will be confidentially maintained, will not be shared with anyone outside of the organization, will not be provided to third parties for any reason (including disaggregated data) and will not be disclosed or used in any way other than for the legitimate educational purpose for which it was obtained.

The Vendor's contract personnel will not at any time or in any manner divulge or communicate any information which would violate State or Federal laws concerning privacy.

16. GENERAL

This agreement shall be governed by the State of New Hampshire, and governing regulatory rules, all which are incorporated herein.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and do each represent that their respective signatory whose signature appears below is fully authorized to execute this Agreement.

BY: Cassandra Puglisi

DATE: 06/17/2026

Cassandra Puglisi, As authorized agent for Champion Speech
Therapy and Contracting Services, LLC

BY: Kytl Drey COO

DATE: 7-14-2026

Director of Student Services or Authorized Representative

Nashua School District

MEMORANDUM

To: Finance and Operations Committee and Nashua Board of Education

From: Dr. Francisco Vicente

Date: July 20, 2026

RE: FY 2027 Contract Staffing Approval

The Special Education Department is requesting approval to contract with staffing agencies to address critical special education teacher vacancies for the 2026–2027 school year.

As of July 16, 2026, the Nashua School District has 14.5 special education teacher vacancies, including intensive needs teacher positions at Broad Street Elementary School, Bicentennial Elementary School, and McCarthy Middle School. While the district continues its active recruitment and hiring efforts, these vacancies present a significant challenge as the start of the school year approaches.

Through the District's Request for Proposals (RFP) process, a contract has been awarded to Constellations to provide highly qualified special education professionals to help fill these vacancies. We would like to provide Constellations with the opportunity to meet the district's staffing needs first.

However, if vacancies remain as of August 1, 2026, the Special Education Department is requesting authorization for Chief Operating Officer Krystal DeGray to engage additional staffing agencies, as needed, to ensure that qualified personnel are in place for the start of the school year. The administration will provide the Board of Education with updates regarding any additional contracts executed to address these vacancies.

Funding for any contracted staffing services will be provided through the Special Education Contracted Services budget and will not require additional appropriations.

Recommendation

The administration recommends that the Board of Education authorize the Chief Operating Officer to contract with additional qualified staffing agencies, if necessary, after August 1, 2026, to fill remaining special education teacher vacancies for the 2026–2027 school year, with updates on any resulting contracts provided to the Board of Education.

Credit Card Report

2026	Account Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Total
52809	CITY FUNDING													\$ -
53607	Program Improvement Services			\$ -	\$ -	\$ -	\$ -							\$ -
53628	Contracted Services			\$ -	\$ -	\$ -	\$ -							\$ -
54243	HVAC Maintenance						\$ 4,899.92							\$ 4,899.92
54280	Building & Grounds Maint.			\$ -	\$ -	\$ 1,600.30	\$ -							\$ 1,600.30
54487	Repairs, Misc. Equipment	\$ 142.10	\$ 122.92	\$ -	\$ -	\$ 400.00	\$ 402.51							\$ 1,067.53
54600	Vehicle Repairs and Maint.	\$ 4,996.10		\$ -	\$ -	\$ -	\$ -							\$ 4,996.10
54821	Equipment Rental			\$ -	\$ -	\$ -	\$ 275.80							\$ 275.80
55200	Dues & Memberships		\$ 299.00	\$ 685.00	\$ 115.00	\$ 478.00	\$ 100.00							\$ 1,677.00
55300	Travel		\$ 5,689.86	\$ 22,187.85	\$ 1,660.72	\$ -	\$ 7,137.10							\$ 36,675.53
55400	Conferences and Seminars	\$ 12,068.43	\$ 4,670.54	\$ 1,390.50	\$ 2,305.97	\$ 1,292.75	\$ 2,794.99							\$ 24,523.18
55500	Advertising	\$ 132.00	\$ 4,123.26	\$ 207.00	\$ 148.00	\$ 148.00	\$ 148.00							\$ 4,906.26
55600	Printing			\$ -	\$ -	\$ -	\$ -							\$ -
55607	Postage & Delivery			\$ -	\$ 18.13	\$ -	\$ -							\$ 18.13
55650	Enrichment Programs						\$ 305.95							\$ 305.95
55690	Regular Transportation			\$ -	\$ -	\$ -	\$ -							\$ -
55699	Other Misc. Services			\$ -	\$ 58.85	\$ -	\$ -							\$ 58.85
61100	Office Supplies			\$ 246.00	\$ -	\$ -	\$ -							\$ 246.00
61107	Clothing & Uniforms			\$ -	\$ -	\$ -	\$ -							\$ -
61135	Educational Supplies			\$ 3,946.87	\$ 30.00	\$ 602.23	\$ -							\$ 4,579.10
61249	Testing Materials			\$ -	\$ -	\$ -	\$ -							\$ -
61299	Misc. Supplies			\$ 276.52	\$ 332.13	\$ 85.81	\$ -							\$ 694.46
61407	Electrical Supplies	\$ 810.16		\$ 121.84	\$ 32.29	\$ 1,593.09	\$ 330.67							\$ 2,888.05
61414	Plumbing Supplies	\$ 1,799.77	\$ 497.58	\$ 3,647.83	\$ 1,831.31	\$ 140.52	\$ -							\$ 7,917.01
61421	Supplies, HVAC	\$ 3,292.80	\$ 840.34	\$ 420.57	\$ -	\$ -	\$ -							\$ 4,553.71
61428	Cleaning & Janitorial Supplies		\$ 257.52	\$ -	\$ -	\$ 105.99	\$ -							\$ 363.51
61599	Grounds Maint. Supplies			\$ -	\$ -	\$ -	\$ -							\$ -
61814	Media			\$ -	\$ -	\$ -	\$ -							\$ -
61830	Subscriptions			\$ -	\$ -	\$ -	\$ 240.00							\$ 240.00
61875	Books			\$ -	\$ -	\$ -	\$ -							\$ -
68345	Relocation			\$ -	\$ -	\$ -	\$ -							\$ -
71000	Equipment			\$ -	\$ -	\$ -	\$ -							\$ -
71221	Computer Equipment			\$ -	\$ -	\$ -	\$ -							\$ -
71602	Security Equipment			\$ -	\$ -	\$ -	\$ -							\$ -
71228	Technology Software			\$ 103.74	\$ -	\$ 6,340.93	\$ -							\$ 6,444.67
71800	Furniture			\$ -	\$ -	\$ -	\$ -							\$ -
71999	Misc. Equipment			\$ -	\$ -	\$ -	\$ -							\$ -
81200	Building and Improvements			\$ -	\$ -	\$ -	\$ -							\$ -
	Monthly Totals	\$ 23,241.36	\$ 16,501.02	\$ 33,233.72	\$ 6,532.40	\$ 12,787.62	\$ 16,634.94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 108,931.06
	Quarterly Totals			\$ 72,976.10			\$ 35,954.96			\$ -			\$ -	\$ 108,931.06

TRANSFER REPORT

NASHUA SCHOOL DISTRICT

June 2026



NASHUA
SCHOOL DISTRICT
Gateway to Opportunity

City of Nashua, New Hampshire
NON-PAYROLL BUDGET TRANSFER
(WITHIN THE DEPARTMENT)

Department: District Office

Date of Request: 6/29/2026

To: **FINANCIAL REPORTING**

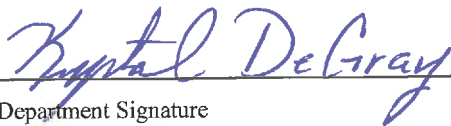
Entry # 278

Per the explanation below, please process a budgetary transfer as follows:

	Accounting Unit	Account	Activity	Account Category	Amount
FROM:	91.1.999999	51100			\$ 950,000.00

	Accounting Unit	Account	Activity	Account Category	Amount
TO:	91.1.991160	53452			\$ 300,000.00
	91.1.992700	55691			\$ 650,000.00

REASONS: To move money to increase Staffing Services, and Special Education Transportation

 6-29-26
Department Signature Date