

**BOARD OF EDUCATION
MONDAY, AUGUST 24, 2026**

6:00 PM

NASHUA NORTH BOARDROOM

Meetings are broadcast live on Channel 22 via Comcast or

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

AGENDA

ROLL CALL

OPENING STATEMENT

PLEDGE OF ALLEGIANCE

RECOGNITION/PRESENTATION(S): Administrative Recommendation

CONSENT AGENDA

- | | |
|--|-----------------|
| • Finance & Operations Committee Meeting Minutes | July 20, 2026 |
| • Human Resources Committee Meeting Minutes | July 20, 2026 |
| • Board of Education Meeting Minutes | July 20, 2026 |
| • Special BOE Meeting Minutes | August 3, 2026 |
| • Finance & Operations Committee Meeting Minutes | August 17, 2026 |
| ○ FY27 July Finance Report | |
| • Policy Committee Meeting Minutes | August 18, 2026 |
| • Communications | |
| ○ Email Correspondence List (sent via email) | |

ITEMS REMOVED FROM CONSENT AGENDA

COMMUNICATIONS OUTSIDE THE CONSENT AGENDA

PUBLIC QUESTION/COMMENT PERIOD LIMITED TO ITEMS ON THIS AGENDA [15-minute time limit]

SUPERINTENDENT'S COMMENTS

BOARD RESPONSE TO SUPERINTENDENT'S COMMENTS

STUDENT MEMBERS OF THE BOARD COMMENTS

COMMITTEE ON BUDGET

COMMITTEE ON FINANCE AND OPERATIONS – August 17, 2026

- Recommendation to approve the purchase of 330 digital licenses for HMH's English 3D program, along with teacher digital license and two teacher guides for use in the high school ELL classes during the 2026-27 and 2027-2028 school years in an amount not to exceed \$33,000.00.
- Recommendation to approve the updated contract with Clark Associates for the 2027 school year at a cost not to exceed \$1,061,483.00. Funding to be charged to account 91.1.022160 53614.
- Recommendation to approve the contract addendum with ESS for staffing one additional full-time MHT for the 2026-2027 school year at a cost not to exceed \$98,000.00. Funding to be charged to the Operating Budget under Contracted Services.
- Recommendation to approve the contract with Rockingham for staffing of 1.6 SLP positions for the 2026-2027 school year at a cost not to exceed \$211,680.00. Funding to be charged to the Operating Budget under Contracted Services.
- Recommendation to approve the contract with SSG for staffing of 1.0 SLP position and 1.0 ASL Interpreter position for the 2026-2027 school year at a cost not to exceed \$236,880.00. Funding to be charged to the Operating Budget under Contracted Services.

- Recommendation to approve the contract with SLP for Mama-to-be for staffing of part-time SLP leave-coverage for the 2026-2027 school year at a cost not to exceed \$46,900.00. Funding to be charged to the Operating Budget under Contracted Services.
- Recommendation to approve the contract with Carroll Center for Orientation and Mobility services for the 2026-2027 school year at a cost not to exceed \$135,990.00. Funding to be charged to the IDEA Grant for IEP students and the Operating Budget (Contracted Services) for students under 504 plan.
- Recommendation to approve the FY27 July Transfer Reports

COMMITTEE ON POLICY – August 18, 2026

Public Hearing (held earlier this evening)

- ECAF *Use of Cameras on School Buses (Surveillance and Other Audio or Video Recording by the District)*
- EEAA *Video and Audio Surveillance on School Property*

First Reading

- BGAA Policy Development, Adoption and Review (*Nashua*)
- JFABD Admission of Homeless Children and Unaccompanied Youth
- AC-R1 Transgender and Non-Conforming Staff (*renamed*)
- ACA Discrimination and Harassment: Policy and Grievance Procedure (*new*)
- AC-R2 Sexual Discrimination Appendix (*renamed*)
- EHB Data Records Retention
- DAF Administration of Federal Grant Funds

Second Reading

- Recommendation to approve Policy ECA District Security
- Recommendation to approve Policy ECA-R District Security Procedures
- Recommendation to approve Policy KF Community Use of School Facilities

COMMITTEE ON CURRICULUM AND EVALUATION

COMMITTEE ON HUMAN RESOURCES

UNFINISHED BUSINESS

NEW BUSINESS

- Recommendation to approve the August 24, 2026 Personnel Recommendations
- Board signature on 2026 MS-26C – Nashua Local School Proposed Budget (*no motion required*)
- Board signature on 2026 MS-22 – Nashua Local School – Report of Appropriations as voted (*no motion required*)
- Recommendation to approve the purchase of Ellevation Essential from Curriculum Associates at a cost not to exceed \$81,948.75, with \$52,514 from operating budget and \$18,928.63 from Title III.
- Recommendation to approve the contract with Next Steps BHS for staffing one full-time certified Special Education Teacher for the 2026-2027 school year at a cost not to exceed \$168,750.00. Funding to be charge to the Operating budget under Contracted Services.
- Recommendation to approve the Memorandum of Understanding “Eligibility of Special Education Differential” between the Nashua Board of Education and the Nashua Teachers’ Union, Unit A.
- Recommendation to approve the grant award from Crotched Mountain Foundation for the 2026-2029 CMF Kids Anchor Partnership Award in the amount of \$91,600.00 for FY2027.
- Recommendation to approve the Memorandum of Understanding for an Emergency Shelter facility if needed.

LIAISON REPORTS

PUBLIC COMMENTS [15-minute time limit]

BOARD MEMBERS’ COMMENTS

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 Board....*

NEXT MEETING(S):

BOE Meeting, Monday, September 14, 2026 @ 6:00 pm

ADJOURNMENT;

NONMEETING FOR NEGOTIATIONS, IF NEEDED;

NONMEETING WITH COUNSEL, IF NEEDED

MEMORANDUM

TO: Finance & Operations Committee

FROM: ELL Department

DATE: August 24, 2026

SUBJ: Request for MNH English 3D Digital Licenses

The ELL Department is recommending the purchase 330 digital licenses for HMH's *English 3D* program, along with teacher digital licenses and two teacher guides in the amount of \$33,000. These licenses will be used in English language learner classes at both Nashua High School North and Nashua High School South. All student and teacher licenses will be valid for two years.

The Nashua School District's ELL program has used HMH's *English 3D* curriculum since 2023 (BOE approved). Renewing the digital licenses will allow students to continue accessing the curriculum and instructional resources currently in use and will provide consistency and continuity in their educational experience.

Beginning in the 2027–2028 school year, the ELL Department will initiate a comprehensive curriculum evaluation process. ELL administrators and teachers will review curricula from multiple publishers and evaluate their effectiveness in meeting the needs of Nashua's English language learners. Based on this evaluation, the department will determine whether to continue using *English 3D* or recommend a different curriculum for future adoption. This two-year license will give continuity of instruction while we review future curriculum.

Recommendation to approve the purchase of 330 digital licenses for HMH's English 3D program, along with teacher digital license and two teacher guides for use in the high school ELL classes during the 2026-27 and 2027-2028 school years in an amount not to exceed \$33,000.00.

MEMORANDUM

To: Nashua Board of Education

From: Special Education Department

Date: August 17, 2026

RE: Special Education Contracts, Addendums and Renewals for FY 27

Program Staffing (MA, FV, AF, KD):

- **Effective School Solutions (ESS) - ADDENDUM.** This contract addendum builds upon the existing partnership with ESS to add one Mental Health Technician (MHT) to serve at Birch Hill Elementary at a cost not to exceed \$98,000.00 above the original contract for the 2026-27 school year. The partnership with ESS and the staffing of this MHT position serves a unique need in augmenting the District's elementary Project Achievement programs with a high level of mental health supports and trauma-informed practice. Funding to be charged to the Operating Budget under Contracted Services.

Recommendation to approve the contract addendum with ESS for staffing one additional full-time MHT for the 2026-2027 school year at a cost not to exceed \$98,000.00. Funding to be charged to the Operating Budget under Contracted Services.

Related Services Staffing and Services:

- **Rockingham Contracting and Therapy Services, LLC - RENEWAL.** Staffing for 1.6 full-time Speech and Language Pathologists at \$105/hr, for a cost not to exceed \$211,680.00 for the 2026-27 school year. Funding to be charged to the Operating Budget under Contracted Services.

Recommendation to approve the contract with Rockingham for staffing of 1.6 SLP positions for the 2026-2027 school year at a cost not to exceed \$211,680.00. Funding to be charged to the Operating Budget under Contracted Services.

- **Stepping Stones Group (SSG) - RENEWAL.** Staffing for 1.0 full-time Speech and Language Pathologist at \$94/hr and 1.0 full-time ASL Interpreter at \$94/hr, for a total cost not to exceed \$236,880.00 for the 2026-27 school year. Funding to be charged to the Operating Budget under Contracted Services.

Recommendation to approve the contract with SSG for staffing of 1.0 SLP position and 1.0 ASL Interpreter position for the 2026-2027 school year at a cost not to exceed \$236,880.00. Funding to be charged to the Operating Budget under Contracted Services.

- **SLP for Mama-to-be, LLC - RENEWAL.** Staffing for part-time Speech Language Pathologist (SLP) services for the purpose of covering planned leaves of Nashua SLP providers during the 26-27 school year, at a cost of \$134/hour, not to exceed \$46,900.00 for the school year. Funding to be charged to the Operating Budget under Contracted Services.

Recommendation to approve the contract with SLP for Mama-to-be for staffing of part-time SLP leave-coverage for the 2026-2027 school year at a cost not to exceed \$46,900.00. Funding to be charged to the Operating Budget under Contracted Services.

- **Carroll Center - RENEWAL.** Orientation & Mobility services for a cost not to exceed \$135,990.00 for the 2026-27 school year. Funding to be charged to IDEA Grant (IEP students) and Operating Budget (504 students) under Contracted Services.

Recommendation to approve the contract with Carroll Center for Orientation and Mobility services for the 2026-2027 school year at a cost not to exceed \$135,990.00. Funding to be charged to the IDEA Grant for IEP students and the Operating Budget (Contracted Services) for students under 504 plan.

Grant-Funded Contracts (School Board FYI Only):

- Audiology services from **Hear to Learn, LLC** to be funded from the IDEA Grant. Estimated cost: \$20,000.
- Alternative Augmentative Communication (AAC) services from **Boothby Therapy Services** to be funded from the IDEA Grant. Estimated cost: \$40,000.
- Individual Nursing contracts for FY27 are in process with the following providers, to be funded from the IDEA Grant:
 - **Expert Hiring** - One full-time RN.
 - **Heaven Sent** - Two full-time RNs.
 - **Interim Healthcare** - One full-time LPN.
 - **Silver Touch** - One full-time RN.
 - **Team Select Health Care** - One full-time LPN
- Individual special education instruction and services for Nashua students attending public charter schools, to be funded from the IDEA Grant:
 - **Academy of Science and Design** - multiple students. Estimated cost: \$10,000.
 - **Arts Academy of New Hampshire** - multiple students. Estimated cost: \$9,500.
 - **Gate City Charter School** - multiple students. Estimated cost: \$30,000.
 - **Micro-society Charter School** - multiple students. Estimated cost: \$105,000.

MEMORANDUM

TO: F&O Committee/BOE

FROM: Krystal De Gray, COO

DATE: 8/17/26

SUBJ: Clark Associates Correction

During the July 20, 2026 Board of Education meeting, the contract and addendum with Clark Associates for Occupational Therapy Services was approved with the following motion:

Recommendation to approve the contract with Clark Associates 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.

It has come to our attention that only the weekly services were included and the following annual services were omitted 1) the extended school year services (\$22,950), 2) cost of evaluations (\$36,000), and 3) IEP updates (\$26,010). Attached please find the update contract and addendum that includes services for both school year and the extended school year for 2026-27.

Recommendation to approve the updated contract with Clark Associates for the 2027 school year at a cost not to exceed \$1,061,483.00. Funding to be charged to account 91.1.022160 53614.

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 \$1,061,483.00 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 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 \$1,061,483.00 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 \$1,061,483.00. The sum of \$1,061,483.00 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 \$1,061,483.00 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 (\$1,061,483.00) 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.

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

TRANSFER REPORT

NASHUA SCHOOL DISTRICT

July 2026



NASHUA
SCHOOL DISTRICT
Gateway to Opportunity

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

Department: Nashua High School-North

Date of Request: 7/27/2026

To: **FINANCIAL REPORTING**

Entry # 12

Please process a budgetary transfer as follows:

FROM:

Accounting Unit	Account	Activity	Account Category	Amount
91.1.041160	61135			\$8,500.00

TO:

Accounting Unit	Account	Activity	Account Category	Amount
91.1.041410	53628			\$2,500.00
91.1.041410	55628			\$1,200.00
91.1.041410	55690			\$4,800.00

REASONS: To add lines for budgeted departments. Thank you.


Department Signature

7-27-26
Date

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

Department: District Office

Date of Request: 7/14/2026

To: **FINANCIAL REPORTING**

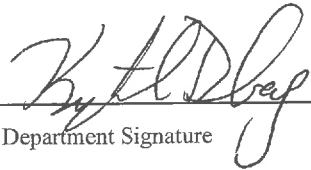
Entry # 3
FY27

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

FROM:	Accounting Unit	Account	Activity	Account Category	Amount
	91.1.091160	61135			\$ 1,890.00
	91.1.131160	61135			\$ 1,155.00
	91.1.201160	61135			\$ 420.00
	91.1.991160	52800			\$ 1,940.00

TO:	Accounting Unit	Account	Activity	Account Category	Amount
	91.1.101160	61135			\$ 1,260.00
	91.1.111160	61135			\$ 1,445.00
	91.1.121160	61135			\$ 2,280.00
	91.1.171160	61135			\$ 420.00

REASONS: To move money for FY 2027 School Allocation Updates for programs


Department Signature

7-14-26
Date

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

Department: District Office Date of Request: 7/16/2026

To: **FINANCIAL REPORTING**

Entry # 5

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

FROM:	Accounting Unit	Account	Activity	Account Category	Amount
	91.1.131160	71221			\$ 11,190.00

TO:	Accounting Unit	Account	Activity	Account Category	Amount
	91.1.992225	71221			\$ 11,190.00

REASONS: To move money from Charloette Ave to cover IT for Computer Equipment


Department Signature Date

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

Department: Franklin Street - BRENTWOOD ACADEMY Date of Request: 7/16/2026

To: **FINANCIAL REPORTING**

Entry # 7

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

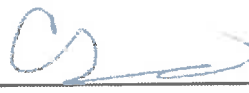
FROM:

Accounting Unit	Account	Activity	Account Category	Amount
91.1.081160	61299			\$1,515.00

TO:

Accounting Unit	Account	Activity	Account Category	Amount
91.1.081160	71800			\$1,515.00

REASONS: To purchase a new teacher desk for incoming English teacher. This will match all other existing teacher desks.


Department Signature

7/16/26
Date

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

Department: Technology

Date of Request: _____

7/20/2026

To: FINANCIAL REPORTING

Entry # 9

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

	Accounting Unit	Account	Activity	Account Category	Amount
FROM:	91.1.992225	53628		Contract Services	\$9,800.00

	Accounting Unit	Account	Activity	Account Category	Amount
TO:	91.1.992225	51650		Additional Hours	\$9,800.00

REASONS: Redesign staff side of the Nashua School District Website.



Department Signature

7/20/2026

Date

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

Department: District Office

Date of Request: 7/22/2026

To: **FINANCIAL REPORTING**

Entry #

11

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

	Accounting Unit	Account	Activity	Account Category	Amount
FROM:	91.1.262190	51650			\$15,000.00

	Accounting Unit	Account	Activity	Account Category	Amount
TO:	91.1.262190	55607			\$2,500.00
	91.1.262190	55600			\$7,500.00
	91.1.262190	55421			\$5,000.00

REASONS: Move funds from additional hours

Kristin Wardner

7/22/2026

Department Signature

Date

USE OF CAMERAS ON SCHOOL BUSES SURVEILLANCE AND OTHER AUDIO OR VIDEO RECORDING BY THE DISTRICT

~~In order to promote school bus safety for students attending the public, private and parochial schools in the Nashua School District the Board of Education empowers the Superintendent of Schools to utilize security cameras on those bus routes under the jurisdiction of the District. Security cameras may be utilized on those routes where the behavior of riders is such that the regular methods of discipline have failed to insure a safe bus ride to and from school. All media will be used in a manner that is consistent with protecting the confidentiality of persons pictured. Students may be suspended from riding the bus in accordance with RSA 189:9-a.~~

A. GENERAL POLICY, SCOPE & DEFINITIONS

The Board authorizes the use of video and/or audio recording, and technological surveillance by District personnel on school property only as provided in this policy, or as otherwise required by law. As used in this policy:

"District personnel" means and includes all employees, volunteers, coaches, and any contracted personnel or companies operating on school property.

"Open to the general public" means an event that is generally open to parents, guardians, family, and members of the community, including events for which attendance may require registration, ticketing, or invitation for admission due to space, security, or other concerns.

"Required assessment" means any standardized assessment that is required by state or federal statute or regulation, such as the "ACCESS" English language proficiency assessment.

"School property" means all real property and all physical plant and equipment used for school purposes, including school buses or other vehicles used to transport students on behalf of the District. School property shall also include non-district-owned property when that property is used for school-sponsored educational or co/extracurricular programs or activities.

"Surveillance" means using cameras or other technology to observe, monitor or record areas, or the actions or communications of one or more people. "Surveillance" shall not include technology used to locate equipment when there is reason to believe the equipment is about to be or has been stolen or damaged.

B. PARENTAL CONSENT REQUIRED & PERMITTED EXCEPTIONS

1. Audio and Video Recordings (Other than Surveillance).

- a. Consent required. Except as provided in Section B.1.b below and consistent with the New Hampshire Parental Bill of Rights, this policy prohibits all video and/or audio recording in classrooms or on other school property by District personnel without the prior written consent of the parent/guardian of any student before that student's video image or voice is to be recorded.

Video or audio recordings that require parental consent include, but are not limited to:

- i. Class/course instructional activities, including, without limitation, world language classes;
- ii. Extracurricular/co-curricular activities unless open to the general public;
- iii. Drama, band, chorus, instrumental, practices unless open to the general public; or
- iv. Club and other co/extracurricular activities unless open to the general public.

NOTE: audio or video recording that may be included as part of a student's IEP (individualized education program) or accommodation plan, **is only permitted** if the student's parent or guardian has consented to the IEP/accommodation program.

b. Exceptions - When Prior Consent is not Required. Parent/guardian consent is not required when a recording by District personnel is:

- i. part of a court proceeding or investigation by child protective services - video and/or audio;
- ii. part of a safety demonstration - video and/or audio;
- iii. intended to maintain order and discipline in a common area or on student transportation vehicles - **video only** other than on school buses, *see* Section C.1 and C.2, below;
- iv. made as a component of the administration of a required assessment - video and/or audio as required for the assessment; OR
- v. made during a District or school-sponsored event that is open to the general public - video and/or audio.

2. **Form of Consent.** Consent required under this policy may be obtained either as part of the start of year/enrollment documentation, or for specific classes, events or activities.

C. SURVEILLANCE

1. Video Surveillance Without Audio.

Video surveillance is authorized on District property, including, without limitation, school buses and other district provided transportation, to ensure the health, welfare, and safety of all students, staff, and visitors to District property and to safeguard District buildings, grounds, and equipment.

The Superintendent or his/her designee will approve appropriate locations for surveillance cameras. Placement of cameras will be based on the presumption and belief that students, staff and visitors have no reasonable expectation of privacy in areas or at events that occur in plain view. However, such devices are not to be placed in bathrooms, or dressing or locker rooms.

2. Audio Surveillance with or without Audio.

Although video surveillance is permitted under state law, under RSA 570-A:2, II(k), surveillance with audio recording without the consent of all parties (or their parent/guardian) is only specifically permitted on school buses (subject to further

conditions as provided in Sections D.2 and E.3, below).

D. ACCESS, USE & RETENTION of RECORDINGS

Subject to specific provisions in Paragraph C.1, relating to access, use and retention of recordings constituting student education records, and C.2 relating to bus surveillance recordings that include audio, and subject to the terms of any other applicable Board policies, laws or regulations, or recording provisions included in written agreements or MOUs with local law enforcement, recordings may only be used, disclosed, retained or destroyed as provided in Board policies EH and EHB, and corresponding administrative regulations EHB-R.

1. Recordings as Student Education Records.

Any recording, with or without audio, that is used or is intended to be used in connection with one or more specific students will likely constitute a student record under FERPA, and may only be accessed and viewed as permitted under FERPA (see Board policy JRA). Examples of recordings that will constitute student records, include, but are not limited to, (i) surveillance recordings that capture suspected violations of student conduct rules, Board policies, or state or federal laws, or (ii) recordings that are created as part of a student's IEP/accommodation plan.

2. Recordings from School Buses that Include Audio.

Recordings which include audio that are made on school buses by District personnel (including, without limitation, owners or operators of school buses) must also comply with the limitations of RSA 570-A:2, II (k)(2). Accordingly, no such recording may be retained for "longer than 10 school days unless the school district [first] determines that the recording is relevant to a disciplinary proceeding, or a court orders that it be retained for a longer period of time. An audio recording shall only be reviewed if there has been a report of an incident or a complaint relative to conduct on the school bus, and only that portion of the audio recording which is relevant to the incident or complaint shall be reviewed." RSA 570-A:2, II (k)(2).

E. NOTIFICATION REQUIREMENTS

1. The Superintendent will ensure that parents and students are notified of the consent requirements/exceptions through the Student-Parent Handbook and/or the school websites.
2. Signs will be posted on school property to notify students, staff, and visitors that surveillance recording devices may be in use. (More specific notice is required for audio recordings on school buses as provided in Paragraph E.3, below).
3. The Superintendent or his/her designee shall ensure that there is a sign prominently displayed on the school buses informing the occupants of the school buses that such audio recordings may be occurring. Notification that audio recordings may be made on school buses will also be included in the Student-Parent Handbook and/or the school websites.

ADDITIONAL ADMINISTRATIVE REQUIREMENTS

In addition to procedures relating to access, use and retention of recordings, and location of surveillance cameras on school property, the Superintendent/designee is authorized to establish and distribute such other regulations, procedures and consent forms as the Superintendent/designee deems necessary or appropriate in order to implement this policy.

The Superintendent is also directed to ensure that District personnel are aware of the prohibitions and limitations included in this policy through training and/or information provided at the beginning of each school year and upon the beginning of employment/service.

Legal References:

RSA 189-B:4 Parental Rights

RSA 570-A:2 Capture of Audio Recordings on School Buses Allowed

34 CFR. Part 99, Family Educational Rights and Privacy Act Regulations

***Legal References Disclaimer:** These references are not intended to be considered part of this policy, nor should they be taken as a comprehensive statement of the legal basis for the Board to enact this policy, nor as a complete recitation of related legal authority. Instead, they are provided as additional resources for those interested in the subject matter of the policy.*

Board Approved: 12/15/2003 (replaces 5421); 05/08/2017; 06/26/2017

*Reference EEAA-R***VIDEO AND AUDIO RECORDING IN SCHOOL CLASSROOMS**

The Board recognizes that video and/or audio recordings can serve many valuable purposes that align with our schools' educational mission and program. The Board approves the use of video and/or audio recordings for educational purposes, such as recording student performances for co-curricular or instructional purposes; creating classroom instruction materials; and providing tools for teacher instruction and development, consistent with the District's evaluation system.

The Administration must receive written consent of the teacher and the parent or legal guardian of each affected student prior to recording in any way a school classroom for the purpose of teacher evaluations and approval of the Board of Education after a public hearing.

Nothing in this policy shall preclude the use of audio or video recordings for use with or by a child with a disability, or by such child's teacher or service provider when the child's special education program or accommodation plan includes audio or video recording as part of the child's special education, related services, assistive technology service, or methodology, so long as such audio or video recordings are made, used, and maintained in accordance with the Family Education Rights and Privacy Act, 20 U.S.C. section 1232g, and applicable state law.

Nothing in this section shall preclude the use of audio or video recordings for student instructional purposes.

Nothing in this section shall preclude the use of audio or video recordings for use in the instruction of teacher interns or student teachers after written notification to the parent or legal guardian of each affected student as to the purpose of, and privacy policy for, the recordings.

Recordings outside of classrooms are not hereby prohibited.

Nothing in this policy shall preclude a parent/guardian from opting their child out from audio videotaping in a classroom.

Legal References:

RSA 189:65, Definitions

RSA 189:68, IV, Student Data Privacy

RSA 570-A:2

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

34 C.F.R. 99, Family Educational Rights and Privacy Act Regulations

Board Approved: 05/10/2010

R/Board Approved: 08/16/2010

R/Board Approved: 01/25/2016

R/Board Approved: 09/26/2016

POLICY DEVELOPMENT, ADOPTION, AND REVIEW

The development and adoption of policies that govern the School District is one of the School Board's most important functions. Board policies establish the goals, direction and structure of the district under the authority of applicable statutes and regulations. In addition to policies required by state and federal laws and regulations, the Board adopts policies to provide direction to the Superintendent and other administrators in the management of the district, to guide the education program, and to provide clear expectations for school staff, students and parents.

Board policies are intended to provide the framework for district operations and the educational system. In general, the operational details as to how policies will be implemented are contained in administrative procedures developed by the administration. However, the Board may adopt administrative procedures concerning its own operations, or when an issue is of sufficient legal importance to warrant a Board-level procedure.

- A. Policy Committee Responsibilities and Meetings. The Board's Policy Committee with the advice and counsel of the Superintendent, is responsible for recommending policies and policy actions to the full Board for its consideration, including adopting new policies, revising existing policies and deleting obsolete policies.
- B. Policy Committee Meetings and Agendas. The Superintendent or his/her designee, in consultation with the Policy Committee Chair shall prepare all agendas for the meetings of the Policy Committee.
- C. Review of Existing Manual. The Policy Committee shall establish a schedule for reviewing existing Board policies, and forming recommendations regarding the same for the Board.
- D. Procedures for Policy Development and Review
 - 1. Individual Board members, Board standing or special committees, the Superintendent or other interested persons may submit policy suggestions, concerns, and/or drafts to the Policy Committee, in care of the Superintendent.
 - 2. The Superintendent or designee is responsible for notifying the Board and the Policy Committee of all policy updates and revisions provided by the New Hampshire School Boards Association. The Policy Committee will review such updates and make recommendations deemed appropriate under this policy.
 - 3. The Policy Committee, with the assistance of the Superintendent, will review and research policy suggestions and prepare draft policies, as appropriate. The Policy Committee may delegate research and initial drafting to other Board standing committees, to District staff or others at the discretion of the Policy Committee and the Superintendent (e.g., a policy concerning computer use may first be delegated to the Technology Committee.) If a policy is referred to a committee, staff, professional or other person for initial review/drafting, the policy shall be reviewed by the Policy Committee before submission to the full Board.
 - 4. The Superintendent, should seek counsel of the School Board's attorney or the New Hampshire School Boards Association when there may be a question of legality or proper legal procedure in the substance of any proposed or current board policy.

5. The Policy Committee may also seek input from other affected persons and/or groups as appropriate.
 6. The Policy Committee will provide report to the full board monthly. The reports will include the Policy Committee's recommendations for new policies (including full text of policies/revisions to be considered for action by the Board), as well as recommendations for repeal of existing policies. Policy Committee reports should also include any information requested by the full board, and any other information deemed appropriate by the Policy Committee,
- E. Board Actions Required to Approve, Revise or Repeal Policies. Any final action regarding the approval of a new policy, or revision or repeal of an existing policy, requires a majority vote of a quorum of the board at a public meeting.
1. Policy Committee reports shall be placed on the agenda of a regular Board meeting and will be made part of the agenda package for that meeting.
 2. All new policies, and/or revisions to existing board policies are subject to a "first reading" by the full board to occur at a regular board meeting. (There is no requirement that proposed policies/revisions be read aloud at the meeting, although either a majority of the Board or the Chair may determine that actual reading is appropriate).
 3. The Board will allow opportunity for public comment on policy proposals per Board policy BEDH.
 4. Any changes agreed upon or requested by the board during the first reading shall be made by the Policy Committee prior to the second reading.
 5. At the next Board meeting (or a later meeting if so agreed by the Board), the policy shall be placed on the agenda for a second reading, and action. Amendments may be made and acted upon at that meeting, or may be referred for further revision, etc.
 6. Prior to final approval by the Board, each policy will be titled, dated, and coded consistent with the classification system used by the New Hampshire School Boards Association.
 7. Board action regarding the adoption, revision or repeal of policies will be included in the minutes of the meeting at which the official action is taken.
 8. Approved policies become effective immediately unless the motion to approve the policy, or the policy itself, includes a specific implementation date.
- F. Minor Revisions by Policy Committee. The Board authorizes the Policy Committee to make non-substantive corrections and minor changes to existing policies provided that the Policy Committee shall document such modifications and report the same at the next meeting of the School Board. For the purposes of this policy, "non-substantive changes" shall include: grammatical, typographical or other changes; or correcting misidentified or modified job titles (e.g., "school counselor" in place of "guidance counselor"). Upon review of such report from the Policy Committee, the Board may take such action as the Board deems appropriate, including accepting the report without objection or other formal action.
- G. Suspension of Policy Process
1. The Board may adopt, amend, or repeal written policies at any meeting by a majority vote of Board members in attendance, provided that public notice of the proposed action was given at

least three (3) days prior to the meeting and that each Board member was notified of the proposed action. For purposes of notification, a meeting agenda delivered to each Board member is deemed sufficient if it identifies the policy to be acted upon.

2. On matters of unusual or unexpected urgency, the Board may waive the second meeting limitation and take immediate action to adopt a new policy or revise an existing policy.

H. Policy Dissemination, Records and Manual Updates

1. All Board policies, and any written administrative rules and regulations implementing such policies, constitute governmental records and are subject to the provisions of RSA 91-A.
2. All current Board policies shall be readily available, including on the School District's website, with separate, clearly identified links on each school's independent website. Information about the location of the policies shall be included in all parent/student and employee handbooks.
3. The Superintendent will ensure that information about new Board policies and any Board policy revisions, repeals, or other changes is included in a timely manner on the District's website, is otherwise made publicly available, and is specifically communicated to affected groups (i.e., school staff, students, parents).
4. The Superintendent shall ensure that copies of all policies deleted from the Board policy manual as well as copies of former versions of revised policies are retained as permanent records of the School Board.
5. An up-to-date policy manual shall be maintained on the District's website with hard copy in the Superintendent's office.

Legal Reference:

***Legal References Disclaimer:** These references are not intended to be considered part of this policy, nor should they be taken as a comprehensive statement of the legal basis for the Board to enact this policy, nor as a complete recitation of related legal authority. Instead, they are provided as additional resources for those interested in the subject matter of the policy.*

Board Approved: 09/25/2023; 09/08/2025

ADMISSION OF HOMELESS CHILDREN AND UNACCOMPANIED YOUTH

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

A. Homeless Students

Under the federal McKinney-Vento Homeless Assistance Act (“McKinney-Vento”), and guidance provided by the New Hampshire Department of Education (“NHDOE”), the term “homeless children and youths” means “individuals who lack a fixed, regular and adequate nighttime residence.” Under both section 752(2) of McKinney-Vento and the NHDOE guidance*, the term includes children and youth who are:

1. sharing the housing of other persons due to loss of housing, economic hardship or a similar reason;
2. living in motels, hotels, trailer parks or camping grounds due to lack of alternative adequate accommodations;
3. living in emergency or transitional shelters;
4. abandoned in hospitals;
5. have a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings;
6. living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
7. are migratory children who qualify as homeless because they are living in circumstances described above.

Additionally, as used in this policy, the terms “unaccompanied youth,” “school of origin,” “enrollment,” and “attendance area school” shall have the same meanings as set forth in the McKinney-Vento Homeless Assistance Act (“McKinney-Vento”) and guidance provided by the New Hampshire Department of Education (“NHDOE”). For purposes of this policy and its accompanying regulation, “homeless students” shall refer to and include “homeless children and youth” and “unaccompanied youth.”

Each homeless student shall have access to and shall be provided education services for which the student is eligible comparable to services provided to other students in the school, including career and technical education programs, gifted education programs, and school nutrition programs. Transportation services for homeless students shall be provided in accordance with applicable law and as generally described below.

B. Enrollment and School Stability

Enrollment of a homeless student shall be immediate even if the homeless student lacks records routinely required prior to enrollment or has missed application or enrollment deadlines (academic, immunization, etc.). The District shall make arrangements to obtain any necessary records and to have the student receive any necessary immunizations. When feasible, the District shall seek immunization through no- or low-cost health care providers. If an expense is incurred, the District shall seek reimbursement through Medicaid if possible.

If a homeless student becomes permanently housed during the school year, the student shall no longer be considered homeless and may only continue enrollment in the District for the remainder of that school year.

C. Homeless Liaison

The Superintendent shall appoint a staff member to serve as the local liaison for homeless students and their families/guardians (the “Homeless Liaison” or the “District Homeless Liaison”). The District shall provide training and other technical assistance to Homeless Liaison and other appropriate District staff regarding the District’s obligations to homeless students. Duties of the District Homeless Liaison shall be as provided in state and federal law, as well as local policies and procedures. The duties shall include, among others: procedures for identification, enrollment, transportation, dispute resolution for homeless students, as well as direct assistance shall be made in accordance with the accompanying regulation and applicable law.

Among other things, the District Homeless Liaison shall:

- a. assist in requesting the student’s records;
- b. mediate and assist with disputes concerning school enrollment and homelessness determinations;
- c. assist in making transportation arrangements;
- d. ensure that homeless students receive the educational services for which they are eligible or entitled;
- e. coordinate with other Districts, entities, institutions and agencies to help assure that homeless children and youths are identified by school personnel;
- f. ensure that unaccompanied youth and/or parents of homeless students are informed of the educational and related opportunities available to homeless students;
- g. work to assure that parents/guardians of such students are provided with opportunities to participate in the education of their children (excepting instances when court or other protective orders indicate otherwise);
- h. ensure that unaccompanied youth and/or parents of homeless students are informed of all transportation services including transportation to the school of origin;
- i. assure that notice is publicly disseminated of the educational rights of homeless children and youths;
- j. coordinate with other Districts and with local social services agencies and other agencies or programs providing services to homeless students as needed;
- k. assist any unaccompanied youth with enrollment, credit accrual, and career and college readiness decisions;
- l. work with the Superintendent or designee to monitor regulations and guidance related to this policy that may be issued by applicable state and federal agencies (e.g., DCYF, NHDOE, and the U.S. Department of Education).

D. Enrollment Determinations for Homeless Students

Enrollment determinations shall be based upon the best interests of the homeless student, with the presumption that keeping the homeless student in the school of origin is in the homeless student’s best interests, except when doing so is contrary to the request of the parent/guardian, or if applicable, unaccompanied youth.

E. Transportation of Homeless Students

Under McKinney-Vento, homeless students are entitled to transportation to their school of origin or the school where they are to be enrolled. If the homeless student is located outside of District boundaries but a determination has been made that the student shall remain in the school of origin within the District, or, if a homeless student is located within this District, but a determination had been made that the student shall remain in the school of origin outside of the District, then the two Districts shall agree on a method to apportion cost and responsibility for the student’s transportation or share the cost and responsibility equally.

F. Dispute Resolution

For any decision in the enrollment process of a homeless student, including any determination whether a living situation meets the definition of homeless, if the decision is in conflict with the wishes of the homeless student's parent/guardian, or, if applicable, the unaccompanied youth, the District shall provide a written explanation, in a manner and form understandable to the student's parent, guardian or unaccompanied youth. District personnel receiving enrollment requests or information pertaining to homeless students should immediately refer those requests to the District Homeless Liaison and Superintendent's office.

In the event of a dispute, the District shall immediately enroll the student in the school in which the parent/guardian or unaccompanied youth seeks to enroll, which enrollment shall continue pending resolution of the dispute. Additionally, while enrollment disputes are pending, students have the right to participate fully in school and receive all services for which they would be eligible, as the definition of enrollment includes "attending classes and participating fully in school activities."

1. Notification of Appeal Process

If the District seeks to place a homeless child in a school other than the school of origin or the school requested by the parent, or the District has determined that the living situation does not qualify as homeless ("eligibility decision"), the District shall inform the parent or the unaccompanied youth of the right to appeal. The District shall provide the parent or unaccompanied youth with written notice including:

- a. A succinct explanation of the child's placement/eligibility decision and contact information for the District Homeless Liaison, as well as the NHDOE State Coordinator for Education of Homeless Children and Youth;
- b. Notification of the parent's right to appeal(s);
- c. Notification of the right to enroll in the school of choice pending resolution of the dispute;
- d. A description of the dispute resolution process including a petition/appeal form that can be returned to the school to initiate the process and timelines; and
- e. A summary of the McKinney-Vento Act.

While the Superintendent or Homeless Liaison may prepare and make available forms for the process, use of such forms is not required to initiate the appeal process.

2. Appeal to the District Homeless Liaison – Level I

- a. If the parent or unaccompanied youth disagrees with the District's placement decision, he/she/they may appeal by filing a written request for dispute resolution/appeal ("appeal") with the school, the District Homeless Liaison, or Superintendent. The request for dispute resolution should be submitted within fifteen business days of receiving notification of the District's placement.
- b. If the appeal/request for dispute resolution is submitted to the school or Superintendent, it will be immediately forwarded to the Homeless Liaison.
- c. The District Homeless Liaison must log the complaint including a brief description of the situation and reason for the dispute and the date and time of the appeal was filed. Upon receipt, the District Homeless Liaison will forward a copy of the appeal document to the Superintendent.

- d. Within five business days of the receiving the appeal, the Homeless Liaison must provide the parent or unaccompanied youth with a written decision and notification of the parent's right to further appeal, with a copy to the Superintendent. At this time, the Homeless Liaison will also provide to the parent or unaccompanied youth an "appeals package" consisting of a copy of the written decision, a copy of the original appeal document, and copies of any additional materials provided to the Homeless Liaison by the parent or unaccompanied youth.

3. Appeal to the Superintendent – Level II

The parent or unaccompanied youth may appeal the Level I decision to the Superintendent or the Superintendent's designee, using the appeals package provided at Level I.

- a. The Superintendent/designee will arrange for a personal conference to be held with the parent or unaccompanied youth within five business days of receiving the Level I appeals package. (Upon the request of the parent or unaccompanied youth, this conference may be held telephonically).
- b. Within five business days of the conference with the parent or unaccompanied youth, the Superintendent/designee will provide that individual with a written decision with supporting evidence and notification of their right to appeal to NHDOE.
- c. The Superintendent/designee shall provide a copy of the Superintendent's decision to the District's Homeless Liaison, as well as the NHDOE State Coordinator for Education of Homeless Children and Youth.
- d. In accordance with the state dispute resolution process, the State Commissioner of Education or his/her designee shall make a determination within 14 days of notice of the residency dispute and such a determination shall be final. A written explanation shall be provided to all parties and shall be kept on file by the commissioner. Any person aggrieved by the decision of the State Commissioner of Education may appeal to a court of competent jurisdiction.

G. Records

The District shall maintain copies of all written decisions, appeals and notifications concerning eligibility or enrollment requests made under this policy for the same period as it does for Title I records.

The Homeless Liaison shall meet with building administrators and the Superintendent at least once each academic year to review training for dispute procedures.

This policy shall be reviewed every three (3) years.

Legal References:

RSA 193:12, Legal Residency Required
NH Code of Admin., Sect. Ed 306.04(b)(14), Homeless Students
20 U.S.C. §1232g, Family Educational Rights and Privacy Act (FERPA)
20 U.S.C. 1701-1758, Equal Educational Opportunities Act of 1974 – "EEOA"
20 U.S.C. 6313(c)(3), Reservation of Title I funding for homeless children and youths
42 USC 11431 & 11432, McKinney-Vento Homeless Education Act

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enact this policy, nor as a complete recitation of related legal authority. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

Board Approved: 07/19/2004; 04/09/2007 [Replaces Policy 3212]; 02/17/2020; 01/30/2023;
04/29/2024; 07/22/2024; 09/08/2025

TRANSGENDER AND GENDER NONCONFORMING STAFF

The Nashua School District (District) is committed to providing a safe and supportive environment for all employees that is free from discrimination, harassment, bullying and intimidation, as well as to assist in the educational and social integration of transgender and gender nonconforming students in our schools. The District is further committed to ensuring that every employee shall have equal access to the District's programs and activities. Additionally, District policy requires that all schools and all personnel promote acceptance and respect among students and staff.

This policy is intended to be interpreted in light of applicable federal and state laws and regulations, as well as Board of Education policies, procedures and school rules. This policy is not intended to anticipate every possible situation that may occur, since the needs of particular employees and families differ depending on the employee's age and other factors. In addition, the programs, facilities and resources of each school differ. Administrators and school staff are expected to consider the needs of employees on a case-by-case basis, and to utilize this policy and other available resources as appropriate.

The term "transgender" is an umbrella term for an individual whose gender identity or expression is different from that traditionally associated with their assigned sex at birth. An employee will be considered transgender if, at their work location, they consistently assert a gender identity or expression different from that traditionally associated with assigned sex at birth. This includes employees who identify as transgender, or who are gender nonconforming. This involves more than a casual declaration of gender identity or expression, but it does not necessarily require a medical diagnosis.

Employees are encouraged to discuss with building administrators any issues that may arise in relation to their transgender and non-conforming status including but not limited to: privacy; official records; names/pronouns; restrooms; locker rooms; other gender-segregated facilities or activities; dress code; and safety and support for transgender and transitioning employees.

Discrimination/Harassment

It is the responsibility of each school and the District to ensure that transgender and gender nonconforming employees have a safe environment. This includes ensuring that any incident of discrimination, harassment, or violence is given immediate attention, including investigating the incident, taking appropriate corrective action, and providing students and staff with appropriate resources. Complaints alleging discrimination or harassment based on a person's actual or perceived transgender status or gender nonconformity are to be handled in the same manner as other discrimination or harassment complaints.

Legal References:

NH RSA 354-A:2, XIV-c

Americans with Disabilities Act (28 CFR § 35.07), as amended

Section 504 of the Vocational Rehabilitation Act (29 USC § 794), as amended; 34 CFR § 104.7

Title IX of the Education Amendments of 1972 (20 USC § 1681 et seq.)

Title IV of the Civil Rights Act of 1964 (42 U.S.C. 2000c et seq.)

NH Code Admin. R. Ed. 303.01(i) and (j)

Board Approved: 11/20/2019

*Reference***DISCRIMINATION AND HARASSMENT GRIEVANCE PROCEDURE****A. Purpose**

As described in Board policy AC and other policies referenced there, the District is committed to maintaining a workplace and educational environment that is free from discrimination, harassment, and retaliation* in admission or access to, or treatment or employment in, its programs, services, activities, and facilities.

***NOTE:** Definitions for these terms can be found in policy AC.

This policy provides a grievance process for any complaints of illegal discrimination, harassment, or retaliation that are not addressed by other Board policies. For example, while race-based or ethnicity-based harassment or discrimination could be addressed through the grievance process in this policy, sex discrimination or sex-based harassment must be addressed under policy ACAC.

See policy AC for policies for those types of discrimination, harassment, or retaliation for which grievance and complaint procedures are set forth in a separate policy.

The District does not assume responsibility or liability for actions that are unrelated to the District's programs or activities. However, the District may investigate any behavior that occurs on or off District property to the extent that such an investigation is necessary for the District to meet its legal obligations to address discrimination, harassment, and retaliation that negatively impact the education or work environment in the District. The District can address such behavior only when and to the extent that the District has the legal authority to do so.

B. Reports and Complaints of Discrimination or Harassment

Under this policy, a **report** is nothing more than providing information to the District regarding conduct or statements that might constitute discrimination, harassment, or retaliation ("Discriminatory Conduct") as described below. A **grievance** or **complaint** (referred to in this policy as a "**Complaint**") is a verbal or written report or complaint of Discriminatory Conduct that objectively can be understood as a request for the District to investigate and make a determination about alleged Discriminatory Conduct. A Complaint is required to initiate the formal Grievance Process as described below.

C. Reports – Informal Process

Contact information for the District's Civil Rights Compliance Coordinator, Title IX Coordinator, and 504/ADA Coordinator can be found in AC-R2.

Upon receiving a report, the Civil Rights Compliance Coordinator may determine that the incident has been appropriately addressed or may recommend additional action.

1. Reports of prohibited or illegal Discriminatory Conduct should be made to the District Civil Rights Compliance Coordinator under this policy unless:
 - a. The report is about the Civil Rights Compliance Coordinator, Title IX Coordinator, or 504/ADA Coordinator, in which case the report may be made directly to the Superintendent or Superintendent's designee, who shall then appoint an alternate to act in place of the disqualified officer.
 - b. The report concerns potential **sex discrimination, sex-based harassment, or retaliation**, in which case the report should be made to the **District Title IX Coordinator** under policy ACAC.
 - c. The report concerns potential discrimination, harassment, or retaliation related to a real or perceived **disability**, in which case the report should be made to the

District's 504/ADA Coordinator under this policy.

- d. The report concerns **harassment that does not involve a protected class** (included in AC), in which case the report shall be made to the **Building Principal** under policy JICK.
2. Any person who believes they have been subjected to prohibited or illegal Discriminatory Conduct may report the alleged acts to the District Civil Rights Compliance Coordinator in accordance with this policy.

If a student is more comfortable reporting to a person other than the Civil Rights Compliance Coordinator (e.g., guidance counselor, teacher, Principal), the student may tell any school district employee or volunteer. The employee or volunteer shall then make a report as discussed above and below in this Section C.

3. Any person who witnesses or receives a report of behavior they believe to be Discriminatory Conduct should report the alleged acts immediately to the District Civil Rights Compliance Coordinator.

If a student is more comfortable reporting to a person other than the Civil Rights Compliance Coordinator (e.g., guidance counselor, teacher, Principal), the student may tell any school district employee or volunteer. The employee or volunteer shall then make a report per the following paragraph.

District employees and volunteers are required to report any bullying, harassment or other discriminatory conduct as soon as possible, but not later than the end of the school day, or, if occurring after the end of the school day, then no later than the end of the next business day. The employee/volunteer reporting requirement does not apply if (i) the employee or volunteer is the subject of the bullying, harassment or other discriminatory conduct, and (ii) no student witnessed or was otherwise impacted by the conduct.

D. **Definitions**

For the purposes of this policy and only this policy, terms are defined as follows.

"Complaint" means a document filed by a complainant, alleging discrimination or harassment against a respondent or the District, and requesting that the District investigate the allegation of harassment or discrimination. ("Complaint" is to be distinguished from a "Report" as defined below.)

- Complaints involving sex discrimination, sexual harassment (whether under Title IX or other), or retaliation must be referred to the Title IX Coordinator. See policy for the Title IX Grievance Procedure.
- Complaints involving discrimination, harassment, or retaliation relative to a real or perceived disability must be referred to the 504/ADA Coordinator. Such complaints will be addressed in accordance with this policy and "Civil Rights Compliance Coordinator" below shall refer to the 504/ADA Coordinator.
- Complaints of harassment that do not involve protected classes as identified in policy AC should be processed under policy JICK, the District's anti-bullying policy and procedures.

All other Complaints will be managed by the Civil Rights Compliance Coordinator.

"Complainant" is the person making a complaint. The Complainant may or may not be the Victim. If the Complainant is under 18 years of age, the Complainant's parent(s) or legal guardian(s) shall also receive any communication regarding the Complaint or Grievance Process to which the Complainant is entitled.

"Discriminatory Conduct" refers to discrimination, harassment, or retaliation.

“Grievance Process” is the formal investigation and determination of whether prohibited or illegal discrimination, harassment, or retaliation occurred, and may include appeals.

“Civil Rights Compliance Coordinator” is the person assigned to that role in the District; contact information for this person can be found in policy AC-R2. If the Civil Rights Compliance Coordinator designates another person to act as the Civil Rights Compliance Coordinator, “Civil Rights Compliance Coordinator” shall refer to that designee. Similarly, if the Civil Rights Compliance Coordinator directs a Complaint to the 504/ADA Coordinator, “Civil Rights Compliance Coordinator” as used in this policy refers to the 504/ADA Coordinator. If the report or Complaint of alleged discrimination, harassment, or retaliation involves the Civil Rights Compliance Coordinator, “Civil Rights Compliance Coordinator” shall refer to a person assigned by the Superintendent or the Superintendent’s designee to handle the report or Complaint.

“Report” is information provided to the District regarding conduct or statements that might constitute discrimination, harassment, or retaliation. A report does NOT prompt the Grievance Process; only a Complaint initiates the formal Grievance Process.

“Respondent” is the person who allegedly engaged in the prohibited or illegal discrimination, harassment, or retaliation. If a District policy, procedure, rule, custom, or practice is the subject of a report or Complaint and not a specific person, the District is considered the Respondent. If a Respondent is under 18 years of age, the Respondent’s parent(s) or legal guardian(s) shall also receive any communication regarding the Complaint or Grievance Process to which the Respondent is entitled.

“Victim” is the person who was allegedly subjected to the prohibited or illegal discrimination, harassment, or retaliation. The Victim may or may not be the Complainant. If a Victim is under 18 years of age, the Victim’s parent(s) or legal guardian(s) shall also receive any communication regarding the Complaint or Grievance Process to which the Victim is entitled.

“Witness” is a person who may have information regarding the alleged discrimination, harassment, or retaliation.

E. Complaints and Initiation of the Formal Grievance Process

A person begins the formal grievance process by making a Complaint with the Civil Rights Compliance Coordinator. If the Complaint is against the Civil Rights Compliance Coordinator, the Title IX Coordinator, or the 504/ADA Coordinator, or if some other conflict of interest exists, the Complaint may be made to the Superintendent or Superintendent’s designee, who shall then appoint an alternate to act in place of the disqualified officer. For Complaints against the Civil Rights Compliance Coordinator, the appointed alternate shall be deemed the “Civil Rights Compliance Coordinator” for purposes of all the duties and powers of the Civil Rights Compliance Coordinator as described below.

The District’s Complaint form can be obtained from the Civil Rights Compliance Coordinator. Written Complaints are strongly encouraged, as a written record provides certainty regarding the nature of the Complaint. If an oral Complaint is made, the Civil Rights Compliance Coordinator will offer to assist in the preparation of a written Complaint or, if assistance is refused, to create a recording of the oral Complaint. If both assistance and recording are refused by the Complainant, the District will investigate the expressed oral Complaint but, again, notes that an undocumented or unrecorded Complaint may result in uncertainty regarding the nature of the Complaint.

The submission of a Complaint initiates Level 1 of the Grievance Process as described below. Upon receiving the Complaint, the Civil Rights Compliance Coordinator will review the Complaint to determine whether it concerns allegations more appropriately addressed under a different procedure in accordance with policy AC.

Complaints should be made as soon as possible. Complainants are advised that complaints to the Office for Civil Rights of the United States Department of Education (“OCR”) must be made within 180 days of the last act of alleged discrimination, harassment, or retaliation giving rise to the complaint or from the date the Complainant could reasonably have become aware of such occurrence.

If the person making the Complaint (the “Complainant”) or the person alleged to have committed the discriminatory conduct (the “Respondent”) is under 18 years of age, the Civil Rights Compliance Coordinator shall notify their parent(s)/guardian(s) of the Complaint.

In determining whether the alleged actions constitute prohibited or illegal Discriminatory Conduct, the District will consider the surrounding circumstances, the nature of the behavior, the relationships between the parties involved, past incidents, the context in which the alleged incidents occurred, and all other relevant information. If, after investigation, school officials determine that it is more likely than not (the preponderance of the evidence standard) that Discriminatory Conduct or other prohibited behavior has occurred, the District will take prompt and effective corrective action in accordance with law and Board policy.

Level I – Investigation and Initial Determination:

The Civil Rights Compliance Coordinator will initiate an impartial investigation within five days of receiving the Complaint. The Civil Rights Compliance Coordinator may appoint another qualified person (e.g. Building Principal, etc.) to undertake the investigation. The Civil Rights Compliance Coordinator or the appointed designee shall be known as the Investigator. The Investigator shall coordinate with the Superintendent with respect to assignment of persons or resources to fulfill the District’s obligations, both general and case specific, relative to this policy (e.g., supplemental investigators, specialists); this may involve the retention of third-party personnel or additional expenditure of resources.

The Investigator shall conduct a prompt, impartial, adequate, reliable, and thorough investigation, including the opportunity for the Complainant and other parties involved to identify witnesses and provide information and other evidence. The Investigator will evaluate all relevant information and documentation relating to the Complaint.

Within 30 working days of receiving the Complaint, the Investigator will complete a written report that summarizes the investigation and makes determinations as to whether the facts indicate a violation of this policy based on the appropriate legal standard. If someone other than the Civil Rights Compliance Coordinator served as Investigator, the Civil Rights Compliance Coordinator will receive the report and either adopt the report as submitted or modify and complete the report upon further investigation and/or review of applicable policy and law. If the determination is that prohibited or illegal Discriminatory Conduct occurred, the Civil Rights Compliance Coordinator will recommend corrective action to the Superintendent to address the discrimination, harassment, or retaliation; prevent recurrence; and remedy its effects.

The Complainant(s), the victim(s) (if someone other than the victim(s) filed the Complaint), and the Respondent(s) will be notified of the determination in writing, within five working days of the completion of the investigatory report.

An extension of the investigation and any other deadlines/periods identified in this Section may be warranted if extenuating circumstances exist as determined by the Investigator. The Complainant(s), the victim(s) (if someone other than the victim(s) filed the Complaint), and the Respondent(s) will be notified when deadlines are extended.

Level II – Appeal:

Within five working days after receiving the Level I decision, the Complainant(s), the victim(s) (if someone other than the victim(s) filed the Complaint), or any Respondent may appeal the Investigator's decision to the Superintendent by notifying the Superintendent in writing. The Superintendent shall impartially review the matter or may designate another qualified person to conduct a prompt and impartial review.

Within ten working days, the Superintendent or designee will complete a written decision on the appeal, stating whether a violation of District policy is found and, if so, stating what corrective actions will be implemented, or, the Superintendent/designee may determine to remand the matter to the Investigator for further investigation or consideration. If someone other than the Superintendent conducts the appeal, the Superintendent will review and sign the report before it is given to the person appealing. A copy of the appeal and decision will be given to the Level I Investigator. The Complainant(s), the victim(s) (if someone other than the victim(s) filed the Complaint), and any Respondent will be notified in writing, within five working days of the Superintendent's decision, regarding whether the Superintendent or designee upheld, overturned, or modified the Level I decision.

Level III – Appeal:

Within five working days after receiving the Level II decision, the Complainant(s), the victim(s) (if someone other than the victim(s) filed the Complaint), or any Respondent may appeal the Superintendent's decision by notifying the Superintendent and ~~School Board Chair~~Board of Education President in writing.

Level III appeals may only be based upon one or more of the following grounds, which must be stated specifically in the party's written appeal:

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

Appeals for any other reason not included in the written appeal will not be heard.

Appeals that pertain only to disciplinary sanctions may be made pursuant to the District's ordinary review process for discipline, or, to the extent applicable, any statutory or other processes provided under collective bargaining agreements or individual contracts.

Upon receiving a written appeal, the ~~School Board Chair~~Board of Education President will promptly confer with the ~~School Board's~~Board of Education's attorney for guidance as to whether assigning the appeal to an outside hearing officer is in the best interests of the District. This conference may occur with the Board in the context of a consultation with counsel under 91-A:2, II (b).

The Level III appeal, and the written decision will be conducted consistent with the procedures established under Ed 204.01, and such other procedures as may be agreed upon by the parties. Without impairing or limiting those provisions, the Complainant(s), the victim(s) (if someone other than the victim(s) filed the Complaint), and each Respondent will be allowed to address or otherwise submit information to the Board/hearing officer, and the Board/hearing officer may call for the presence of other persons the Board/hearing officer deems necessary. Within 30 calendar days of the conclusion of the hearing, the Board/hearing officer will issue a written decision to the interested parties (subject to such confidentiality as is consistent with applicable law). The decision will include all information required under Ed 204.01 (c)-(e).

An aggrieved party has the right to appeal the final decision of the local ~~School Board~~Board of Education to the State Board within thirty (30) calendar days of receipt of the written decision of the local ~~School Board of Education~~Board in accordance with RSA 541-A and State of Ed. 204.01(g). Absent such an appeal, the Level III decision is final.

F. Confidentiality

Information contained in reports or Complaints, or the records relating to a formal grievance process, including, e.g., the identities of the Complainant(s), victim(s), Respondent(s), or witness(es), will only be disclosed as reasonably necessary in connection with the investigation or as required by law or policy. The District will make reports to appropriate authorities as necessary or as required by law.

G. District Actions in Absence of Formal Complaint

Even if the person who is the subject of the alleged discriminatory conduct does not file a Complaint under this policy, if the District otherwise learns about possible discrimination, harassment, or retaliation, including violence, the Civil Rights Compliance Coordinator will conduct a prompt, impartial, adequate, reliable, and thorough investigation to determine whether conduct in violation of law, District policy, or District Code of Conduct occurred, and will consult with the Building Principal and/or Superintendent regarding recommended supportive measures, remedies, and/or disciplinary consequences as deemed necessary or appropriate.

H. Interim and/or Supportive Measures

When a report or Complaint is made or the District otherwise learns of potential discrimination, harassment, or retaliation, the District will take immediate action to protect the alleged victim(s), including implementing interim and/or supportive measures. Such measures may be provided on a temporary, long-term, or permanent basis and include, but are not limited to, altering a class seating arrangement, providing additional supervision, or suspending an employee pending an investigation. The District will also take immediate steps to prevent retaliation against the alleged victim(s) and/or Complainant(s), any person associated with the alleged victim(s) and/or Complainant(s), or any witness(es) or participant(s) in the investigation. These steps may include, but are not limited to, notifying students, employees and others that they are protected from retaliation, ensuring that they know how to make reports or Complaints, and initiating follow-up contact with the alleged victim(s) and/or Complainant(s) to determine if any additional acts of discrimination, harassment, or retaliation have occurred.

I. Consequences and Remedies

If the District determines that prohibited or illegal Discriminatory Conduct has occurred, the District will take prompt, effective and appropriate action to address the behavior, prevent its recurrence, and remedy its effects.

Employees who violate this policy will be disciplined, up to and including employment termination. Students who violate this policy will be disciplined in accordance with applicable policies, Codes of Conduct, or school/classroom rules and regulations. Patrons, contractors, visitors, or others who violate this policy may be prohibited from District property or otherwise restricted while on District property. The Superintendent, Civil Rights Compliance Coordinator, Building Principal, or designees will contact law enforcement or seek a court order to enforce this policy when necessary or when actions may constitute criminal behavior.

J. Training

The District will provide training to employees on identifying and reporting acts that may constitute

discrimination, harassment, or retaliation. The District will instruct employees to make all reports to proper personnel, specifically the Building Principal. The Building Principal will refer reports of illegal discrimination, harassment, or retaliation to the proper personnel, as found in policies AC and AC-R2. The District will inform employees of the consequences of violating this policy and the remedies the District may use to rectify policy violations. All employees will have access to the District's current policies, required notices, and complaint forms. The District will provide training to any person responsible for investigating potential discrimination, harassment, or retaliation.

The District will provide information to parents/guardians and students regarding this policy and will provide age-appropriate instruction to students.

Legal References:

RSA 141-C:20-d, Exclusion During Outbreak of Disease
RSA 189:1-b, Freedom of Assembly, Freedom of Religion
RSA 193-F, Pupil Safety and Violence Prevention
RSA 193:38, Discrimination in Public Schools
RSA 200:39, Exclusion from School
RSA 275:78-83, Policies Relating to Nursing Mothers (Scroll down to sections 275:78-83)
RSA 354-A:1, (Human Rights) Title and Purposes of Chapter
RSA 354-A:27, Opportunity for Public Education without Discrimination a Civil Right
RSA 354-A:6, Opportunity for Employment without Discrimination a Civil Right
N.H. Code Admin. Rules Ed 1100, Standards for the Education of Students with Disabilities
N.H. Code Admin. Rules Ed 1107.02(b) Evaluation Requirements for Children with Specific Learning Disabilities
N.H. Code Admin. Rules Ed 303.01 (j), Substantive Duties of School Boards; Sexual Harassment Policy
N.H. Code Admin. Rules Ed 306.04(b)(23), Meeting the Special Physical Health Needs of Students
N.H. Code Admin. Rules Ed 306.04(b)(7), Student Harassment
28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services
34 C.F.R. §§ 110.25, Designation of responsible employee, notice, and grievance procedures
34 CFR 104, Nondiscrimination on the Basis of Handicap
34 CFR 104.7(b), Adoption of Grievance Procedures
34 CFR 106.30, Definitions
34 CFR 106.44, Recipient's response to sexual harassment
34 CFR 106.45, Grievance process for formal complaints of sexual harassment
34 CFR 106.71, Retaliation
34 CFR 108, Equal Access to Public School Facilities for the Boy Scouts of America and Other Designated Youth Groups
34 CFR 300.307-309, Additional Procedures for Identifying Children with Specific Learning Disabilities
7 CFR Part 15, Subpart A, Nondiscrimination
89 FR 29182, Pregnant Workers Fairness Act ("PWFA")
89 FR 31320 (28 CFR 35), Nondiscrimination on the Basis of Disability; Accessibility of Web Information and Services of State and Local Government Entities
20 U.S.C §1681, et seq, Title IX of the Education Amendments of 1972
20 U.S.C. §§1400 et seq, Individuals with Disabilities Education Law
20 U.S.C. §§1701-1758, Equal Educational Opportunities Act of 1974 – "EEOA"
20 U.S.C. §1232g, Family Educational Rights and Privacy Act (FERPA)
20 U.S.C. §1400-1417, Individuals with Disabilities Education Act (IDEA)
20 U.S.C. §401(3)(B), Child with a Disability, Child Aged 3 through 9
20 U.S.C. §4071, Equal Access Act (student religious groups)
20 U.S.C. §7905, Equal access to public school facilities ("Boy Scouts of America Equal Access Act")

29 U.S.C. 621, *et seq.*, *The Age Discrimination in Employment Act of 1967*
29 U.S.C. 705, *The Rehabilitation Act of 1973 - Definitions*
29 U.S.C. 794, *Rehabilitation Act of 1973 (Section 504)*
36 U.S.C. Subtitle II Part B, *Organizations*
42 U.S.C. §2000bb - §2000bb-4, *Religious Freedom Restoration*
42 U.S.C. 12101, *et seq.*, *Title II of The Americans with Disabilities Act of 1990*
42 U.S.C. 1751 *et seq.*, *National School Lunch Act*
42 U.S.C. 2000c, *Title IV of the Civil Rights Act of 1964*
42 U.S.C. 2000d *et seq.*, *Title VI of the Civil Rights Act of 1964*
42 U.S.C. 2000e *et seq.*, *Title VII of the Civil Rights Act of 1964*
42 U.S.C. 2000gg, *Pregnant Worker Fairness Act ("PWFA")*
42 U.S.C. 218d, *Pump for Nursing Mothers Act ("PUMP Act")*
42 USC 1751 – 66, *National School Lunch Act*
P.L. 110-233, *Genetic Information Nondiscrimination Act of 2008*

Legal References Disclaimer: *These references are not intended to be considered part of this policy, nor should they be taken as a comprehensive statement of the legal basis for the Board to enact this policy, nor as a complete recitation of related legal authority. Instead, they are provided as additional resources for those interested in the subject matter of the policy.*

Board Approved:

**SEXUAL DISCRIMINATION, SEXUAL HARASSMENT, AND SEXUAL VIOLENCE –
STUDENTS – APPENDIX**

Civil Rights Compliance Coordinator:
Nashua School District – Central Office
141 Ledge Street
Nashua, NH 03060
(603) 966-1000

Title IX Coordinators:

Principal
Amherst Street Elementary School
71 Amherst Street
Nashua, NH 03060
(603) 966-1700

Principal
Bicentennial Elementary School
296 East Dunstable Road
Nashua, NH 03062
(603) 966-1760

Principal
Birch Hill Elementary School
17 Birch Hill Drive
Nashua, NH 03063
(603) 966-1820

Principal
Broad Street Elementary School
390 Broad Street
Nashua, NH 03063
(603) 966-1880

Principal
Charlotte Avenue Elementary School
48 Charlotte Avenue
Nashua, NH 03064
(603) 966-1940

Principal
Dr. Norman Crisp Elementary School
50 Arlington Street
Nashua, NH 03060
(603) 966-2100

Principal
Main Dunstable Elementary School
20 Whitford Road
Nashua, NH 03062
(603) 966-2320

Principal
Mount Pleasant Elementary School
10 Manchester Street
Nashua, NH 03060
(603) 966-2400

Principal
New Searles Elementary School
39 Shady Lane
Nashua, NH 03062
(603) 966-3620

Principal
Sunset Heights Elementary School
15 Osgood Road
Nashua, NH 03060
(603) 966-3680

Principal
Brian S. McCarthy Middle School
41 DiAntonio Drive
Nashua, NH 03062
(603) 966-3900

Principal
Fairgrounds Middle School
27 Cleveland Street
Nashua, NH 03060
(603) 966-3990

Principal
Fairgrounds Elementary School
37 Blanchard Street
Nashua, NH 03060
(603) 966-2220

Principal
Pennichuck Middle School
207 Manchester Street
Nashua, NH 03064
(603) 966-4140

Principal
Ledge Street Elementary School
139 Ledge Street
Nashua, NH 03060
(603) 966-2280

Principal
Nashua High School North
8 Titan Way
Nashua, NH 03063
(603) 966-2500

Principal
Nashua High School South
36 Riverside Street
Nashua, NH 03062
(603) 966-1100

Principal
Franklin Street Preschool/Brentwood Academy
55 Franklin Street
Nashua, NH 03063
(603) 966-2990

Legal References:

***Legal References Disclaimer:** These references are not intended to be considered part of this policy, nor should they be taken as a comprehensive statement of the legal basis for the Board to enact this policy, nor as a complete recitation of related legal authority. Instead, they are provided as additional resources for those interested in the subject matter of the policy.*

Board Approved: 03/09/2015, 08/31/2015, 10/17/2016, 01/08/2018, 09/24/2018, 10/17/2019,
10/25/2021, 12/16/2024

DATA RECORDS RETENTION

The Superintendent shall develop and maintain (a) a schedule for the minimum retention of various district records ("Record Retention Schedule") as required under RSA 189:29-a, and (2) procedures for records retention and/or destruction. The procedures should ensure that all pertinent records are stored safely and are stored for such durations as are required by state or federal law. The Superintendent shall develop procedures necessary to protect individual rights and preserve confidential information.

This policy applies to all district records, irrespective of the specific medium of the record, i.e., paper, electronic, digital, cloud, etc.

- A. **Record Retention Schedule.** Records of the District shall be retained no less than the time prescribed in District's Record Retention Schedule EHB-R. The Superintendent shall update the Record Retention Schedule from time-to-time in accordance with legislative or regulatory changes, directives of the Board, as recommended by the New Hampshire School Boards Association, or upon advice of counsel. The Superintendent shall inform the Board of any revisions to EHB-R no later than the second School Board meeting after the changes were made.
- B. **Special Holding or Destruction Provisions.** Notwithstanding the District's Record Retention Schedule, (a) special destruction rules may apply to student special education records, and, (b) for other records, the normal retention periods may be suspended when the records are implicated by either a litigation hold or a request for records under the New Hampshire Right to Know law, RSA 91-A.
 1. **Special Education Records.**
 - a) Upon a student's graduation from high school, his or her parent(s)/guardian(s) may request in writing that the District destroy the student's special education records, including any final individualized education program.
 - b) The parent(s)/guardian(s) may, at any time prior to the student's twenty-sixth birthday, request, in writing, that the records be retained until the student's thirtieth birthday.
 - c) Absent any request by a student's parents to destroy the records prior to the twenty-sixth birthday, or to retain such records until the student's thirtieth birthday, the District shall destroy a student's records and final individualized education program within a reasonable time after the student's twenty-sixth birthday, provided that all such records be destroyed by the student's thirtieth birthday.
 - d) A permanent record of a student's name, address, and phone number, his or her grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation. 34 CFR 300.624.
 - e) The District shall provide parents/guardians, or where applicable, the adult student, with a written notice of the District's document destruction policies upon the student's graduation with a regular high school diploma or at the transfer of rights, whichever occurs first.
 - f) The District shall provide public notice of its document destruction policy at least annually.
 2. **Litigation Hold.** On receipt of notice from legal counsel representing the District in that a litigation hold is required, the routine destruction of governmental records, including paper and electronic or digital records, which are or may be subject to the litigation hold shall cease. The destruction of records subject to a litigation hold shall not resume until the District has received a written directive from legal counsel authorizing resumption of the routine destruction of those records in accordance with the retention requirements of this policy and the associated procedures.

3. **Right-to-Know Request Hold.** On receipt of a Right-to-Know law request to inspect or copy governmental records, the Superintendent shall cease any destruction of governmental records which are or may be the subject of the request. The records shall be retained regardless of whether they are subject to disclosure under RSA Chapter 91-A, the Right-to-Know law. If a request for inspection is denied on the grounds that the information is exempt under this chapter, the requested material shall be preserved for no less than ninety (90) days and until any lawsuit pursuant to RSA 91-A:7-8 has been finally resolved, all appeal periods have expired, and a written directive from legal counsel representing the District authorizing destruction of the records has been received.

C. **Disposal of Sensitive Information & Media Sanitization.** District records which include “Sensitive Information” shall be destroyed as provided in this paragraph. All electronic devices with storage capacity shall be deemed to contain sensitive information. For purposes of this section, “Sensitive Information” shall mean and include:

- Records containing student or employee personally identifiable information (PII) as defined in RSA 189:65, VII and VII-a;
 - Criminal History Records Information (see Board policy GBCD);
 - Drug test records;
 - Child labor permits;
 - Cobra notices;
 - Accident reports;
 - Special education student records;
 - Records pertaining to civil rights investigations;
 - Bonds and continuation certificates;
 - Accident reports;
 - Banking records;
 - Business correspondence including confidential information such as account numbers, banking or digital transaction information;
 - Tax forms, unemployment records, etc. with confidential data; and
 - Any other information that would be exempt from disclosure under RSA 91-A:5 or deemed sensitive information by the Board, the Superintendent, Building Principal or their designees.
1. **Physical media** (i.e., “hard copies”, print-outs, etc.) including sensitive information shall be destroyed by one of the following:
 - shredding using District issued cross-cut shredders;
 - placed in locked shredding bins approved by the Superintendent to come on-site and shred, witnessed by District personnel throughout the entire process; or
 - incineration using District incinerators or if conducted by non-authorized personnel offsite, witnessed by the Superintendent or Superintendent’s designee.
 2. **Electronic media.** *All electronic media should be assumed to contain sensitive information.* When no longer usable, hard drives, diskettes, tape cartridges, CDs, ribbons, hard copies, and other similar items used to process, store and/or transmit district records with sensitive data shall be disposed of as follows:
 - Overwriting (at least three times)
 - Degaussing (removal of magnetism)
 - Physical destruction (i.e., dismantling by methods of crushing, disassembling, etc., ensuring that the platter or other storage device has have been physically destroyed so that no data can be extracted).
 - Computers and other digital or electronic devices or systems that have been used to process, store, or transmit sensitive information shall not be released from the

District's direct control until the equipment has been sanitized and all stored sensitive information has been destroyed using one of the above methods.

- D. Destruction of District Records with No Sensitive Information.** All records which do not include sensitive information should be destroyed as soon as practicable upon the expiration of the applicable retention period and in a manner deemed most efficient and practical.

Legal References:

RSA 91-A, Right to Know Law

RSA 189:29-a, Records Retention and Disposition

NH Code of Administrative Rules, Section Ed 306.04(a) (4), Records Retention

NH Code of Administrative Rules, Section ED 306.04(h) Records Retention NH Code of Administrative Rules, Section Ed. 1119.01, Confidentiality Requirements

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

Legal References Disclaimer: *These references are not intended to be considered part of this policy, nor should they be taken as a comprehensive statement of the legal basis for the Board to enact this policy, nor as a complete recitation of related legal authority. Instead, they are provided as additional resources for those interested in the subject matter of the policy.*

Board Approved: 05/29/2012, 07/24/2023

ADMINISTRATION OF FEDERAL GRANT FUNDS

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

DAF-1	ALLOWABILITY	2
DAF-2	CASH MANAGEMENT AND FUND CONTROL	6
DAF-3	PROCUREMENT	8
DAF-4	PROCUREMENT – ADDITIONAL PROVISIONS PERTINENT TO FOOD SERVICE PROGRAM.....	15
DAF-5	CONFLICT OF INTEREST AND MANDATORY DISCLOSURES	16
DAF-6	INVENTORY MANAGEMENT - EQUIPMENT AND SUPPLIES PURCHASED WITH FEDERAL FUNDS	17
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NOTICE: Notwithstanding any other policy of the Nashua School District (“the District”), all funds awarded directly or indirectly through any Federal grant or subsidy programs shall be administered in accordance with this Policy, and any administrative procedures adopted implementing this Policy.

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

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

The Board directs the Superintendent or designee to develop, monitor, and enforce effective administrative procedures and other internal controls over federal awards as necessary in order to provide reasonable assurances that the District is managing the awards in compliance with all requirements for

federal grants and awards. Systems and controls must meet all requirements of federal and/or state law and regulation and shall be based on best practices.

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

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

1. identification of all federal funds received and expended and their program source;
2. accurate, current, and complete disclosure of financial data in accordance with federal requirements;
3. records sufficient to track the receipt and use of funds;
4. effective control and accountability over assets to assure they are used only for authorized purposes, ensuring that Federal funds are used to supplement, not supplant, funds from non-federal sources per the procedures outline in the Nashua School District's ESEA Program Assurances. Please note the following:
 - a. Supplementing refers to the use of federal funds to enhance or add to existing non-federal funds for a specific program or activity. The primary goal is to provide additional resources to expand the scope of improve the quality of a program beyond what would be possible with non-federal funds alone.
 - b. Supplanting occurs when federal funds replace or substitute non-federal funds that would have otherwise been used for the same purpose. The primary concern is that federal dollars should not be used to offset or replace existing funding sources, but rather supplement and enhance educational services.
5. comparison of expenditures against budget.

DAF-1 ALLOWABILITY

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

- A. Cost Principles:** Except whether otherwise authorized by statute, costs shall meet the following general criteria in order to be allowable under Federal awards:
1. Be “necessary” and “reasonable” for proper and efficient performance and administration of the Federal award and be allocable thereto under these principles.
 - a. To determine whether a cost is “reasonable”, consideration shall be given to:
 - i. whether a cost is a type generally recognized as ordinary and necessary for the operation of the District or the proper and efficient performance of the Federal award;

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

6. Be representative of actual cost, net of all applicable credits or offsets.

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

7. Be not included as a match or cost-share, unless the specific Federal program authorizes Federal costs to be treated as such.
8. Be adequately documented:
 - a. in the case of personal services, the Superintendent shall implement a system for District personnel to account for time and efforts expended on grant funded programs to assure that only permissible personnel expenses are allocated;
 - b. in the case of other costs, all receipts and other invoice materials shall be retained, along with any documentation identifying the need and purpose for such expenditure if not otherwise clear.

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

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

D. Determining Whether A Cost is Direct or Indirect

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

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

2. “Indirect costs” are those that have been incurred for a common or joint purpose benefitting more than one (1) cost objective, and not readily assignable to the cost objectives specifically

benefitted, without effort disproportionate to the results achieved. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs.

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

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

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

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

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

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

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

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

When the obligation is for:

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

4. Public utility services – when the District received the services.
5. Travel – when the travel is taken.
6. Rental of property – when the District uses the property.
7. A pre-agreement cost that was properly approved by the Secretary under the cost principles in 2 CFR Part 200, Subpart E – Cost Principles – on the first day of the project period.

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

Pre-award costs are those incurred prior to the effective date of the Federal award or subaward directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the *initial* Federal awarding agency or of the NHDOE or other pass-through entity.

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

DAF-2 CASH MANAGEMENT AND FUND CONTROL

The District working with the City of Nashua complies with applicable methods and procedures for payment that minimizes the time elapsing between the transfer of funds and disbursement by the School District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the School District receives payment on a reimbursement basis (2 C.F.R. §200.305). However, if the School District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency consistent with 2 C.F.R. §200.305(b)(9).

The District receives grant funds in two ways. The District preferred method is to request reimbursement after program expenses have been incurred through the use of invoices or draw downs, however; some grant programs provide the funds up-front via a check or electronic funds transfer. Most funding agencies, federal and non-federal, specify the particular method required for

requesting grant funds. In order to avoid funding delays (or potential penalties or funding withdrawal), the District will follow the grantor's preferred method of requesting funds while attempting to minimize the time between fund receipt and the disbursement of grant funds for program-related expenditures.

Regardless of the method of grant fund receipt, all program expenditures that will be paid for with grant funds must be allowable and meet any applicable cost restrictions. Grant fund receipts will be deposited and coded to the correct account promptly and will be reported accurately to the grantor.

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

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

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

Reimbursements

The District will initially charge federal grant expenditures to non-federal funds. The Grant Manager, or his/her designee, will periodically request reimbursement for actual expenditures incurred under the federal grants. All reimbursement requests are based on actual disbursements, not on obligations. The grant manager or his/her designee Reimbursement requests will be submitted in accordance with the grant award notification and grant terms and conditions (i.e. frequency, format and backup documentation).

Advances

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

Consistent with state and federal requirements, the District will maintain source documentations supporting federal expenditures (invoices, timesheets, etc.) and will make sure documentation available for review upon request.

Grant managers and Finance Managers are responsible for supporting the finance department's efforts to ensure compliance with grant fund receipt requirements. Grant managers are responsible for ensuring that grant funds received are expended in accordance with all grantor regulations. Any funds received directly by the Grant Manager should be forwarded to the Finance Department for deposit.

Grant Managers and Finance Managers are expected to have a full understanding of grant requirements and regulations pertaining to cash management. The Finance Department or Finance Managers will retain all documentation related to requested draw downs, reimbursements and any scheduled pay-based requests.

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

- A. The timing and amount of the advance payment requested will be as close as is administratively feasible to the actual disbursement for direct program or project costs and the proportionate share of any allowable indirect costs.
- B. The District shall make timely payment to contractors in accordance with contract provisions.
- C. To the extent available, the District shall disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.
- D. The District shall account for the receipt, obligation and expenditure of funds.
- E. Advance payments shall be deposited and maintained in insured accounts whenever possible.
- F. Advance payments will be maintained in interest bearing accounts unless the following apply:
 1. The District receives less than \$120,000 in Federal awards per year.
 2. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
 3. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
 4. A foreign government or banking system prohibits or precludes interest bearing accounts.
- G. Pursuant to Federal law and regulations, the District may retain interest earned in an amount up to \$500 per year for administrative costs. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (“PMS”) through an electronic medium using either Automated Clearing House (“ACH”) network or a Fedwire Funds Service payment. Remittances shall include pertinent information of the payee and nature of payment in the memo area (often referred to as “addenda records” by Financial Institutions) as that will assist in the timely posting of interest earned on Federal funds.

DAF-3 PROCUREMENT

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

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

The Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (2 CFR 200.317-327) for the administration and management of Federal grants and Federally-funded programs. The District shall maintain a contract administration

system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall also conform to the provisions of the District's documented general purchase Policy DJ and DJB.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Micro-purchases

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed ~~\$40~~15,000. To the extent practicable, the District shall distribute micro-purchase equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if the Superintendent considers the price to be reasonable. The District maintains evidence of this reasonableness in the records of all purchases made by this method.

2. Small Purchases (Simplified Acquisition)

Small purchase procedures provide for relatively simple and informal procurement methods for securing services, supplies, and other property which is acquired above the *aggregate dollar* micro-purchase threshold and not exceeding the competitive bid threshold of ~~\$250~~350,000. Small purchase procedures require that price or rate quotations shall be obtained from an adequate number of qualified sources.

3. Sealed Bids

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to \$250,000 and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed \$~~250~~350,000.

- a. In order for sealed bidding to be feasible, the following conditions shall be present:
 - i. a complete, adequate, and realistic specification or purchase description is available;
 - ii. two (2) or more responsible bidders are willing and able to compete effectively for the business; and
 - iii. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- b. When sealed bids are used, the following requirements apply:
 - i. Bids shall be solicited in accordance with the provisions of State law and DJB. Bids shall be solicited from an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.
 - ii. The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.
 - iii. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.
 - iv. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.
 - v. The Board reserves the right to reject any and all bids for sound documented reason.
 - vi. Bid protests shall be handled pursuant to the process set forth in DAF-3.I.

4. Competitive Proposals

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

If this method is used, the following requirements apply:

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

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

5. Noncompetitive Proposals

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

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

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

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
- E. **Contract/Price Analysis:** The District shall perform a cost or price analysis in connection with every procurement action in excess of \$~~250~~350,000 (i.e., the Simplified Acquisition/Small Purchase limit), including contract modifications. (See 2 CFR 200.324). A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

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

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

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

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

- G. **Suspension and Debarment:** The District will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making

a purchasing decision, the District shall consider such factors as (1) contractor integrity; (2) compliance with public policy; (3) record of past performance; and (4) financial and technical resources.

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

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

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

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

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

H. Additional Requirements for Procurement Contracts Using Federal Funds:

1. Clause for Remedies Arising from Breach: For any contract using Federal funds under which the contract amount exceeds the upper limit for Simplified Acquisition/Small Purchases (see DAF-3.C.2), the contract must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties. (See 2 CFR 200, Appendix II(A)).
2. Termination clause: For any contract using Federal funds under which the contract amount exceeds \$10,000, it must address the District's authority to terminate the contract for cause and for convenience, including the manner by which termination will be affected and the basis for settlement. (See 2 CFR 200, Appendix II (B)).
3. Anti-pollution clause: For any contract using Federal funds under which the contract amount exceeds \$150,000, the contract must include clauses addressing the Clean Air Act and the Federal Water Pollution Control Act. (See 2 CFR 200, Appendix II (G)).

4. Anti-lobbying clause: For any contract using Federal funds under which the contract exceeds \$100,000, the contract must include an anti-lobbying clause, and require bidders to submit Anti-Lobbying Certification as required under 2 CFR 200, Appendix II (I).
5. Negotiation of profit: For each contract using Federal funds and for which there is no price competition, and for each Federal fund contract in which a cost analysis is performed, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of the contractor's past performance, and industry profit rates in the surrounding geographical area for similar work. (See 2 CFR 200.324(b)).
6. "Domestic Preference" Requirement: The District must provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, to the greatest extent practicable. This requirement applies whether the District is purchasing the products directly or when the products are purchased by third parties on the District's behalf (e.g. subcontractor, food service management companies, etc.). It also generally applies to all purchases, even those below the micro-purchase threshold, unless otherwise stipulated by the Federal awarding agency. See also additional "Buy American" provisions in DAF-4.C regarding food service procurement.
7. Huawei Ban: The District may not use Federal funds to procure, obtain, or enter into or renew a contract to procure or obtain equipment, services, or systems which substantially use telecommunications equipment or services produced by Huawei Technologies Company or ZTE Corporation, or any of their subsidiaries.
- I. Bid Protest: The District maintains the following protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency.

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

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

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

- J. Maintenance of Procurement Records: The District shall maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price

analysis), and records regarding debarment/suspension queries or actions. Such records shall be retained consistent with District Policy EHB, Data Records Retention and District Administrative Procedures EHB-R, Local Records Retention Schedule.

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

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

- A. Mandatory Contract Clauses:** The following provisions shall be included in all cost reimbursable contracts for food services purchases, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:
1. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
 2. The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
 3. The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
 4. The contractor's determination of its allowable costs must be made in compliance with the applicable departmental and program regulations and Office of Management and Budget cost circulars;
 5. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the state agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
 6. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

7. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the state agency, or the department.

- B. Contracts with Food Service Management Companies:** Procedures for selecting and contracting with a food service management company shall comply with guidance provided by the NHDOE, including standard forms, procedures and timelines for solicitation, selection and approval of proposals and contracts.
- C. “Buy American” Requirement:** NOTE - See DAF-3. H.6 regarding “domestic preference” requirements for procurements other than for food service.

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

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

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

DAF-5 CONFLICT OF INTEREST AND MANDATORY DISCLOSURES

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

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

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

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

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

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

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

- A. **“Equipment” and “Pilferable Items” Defined:** For purposes of this policy, “equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of \$5,000, or the capitalization level established by the District for financial statement purposes. “Pilferable items” are those items, *regardless of cost*, which may be easily lost or stolen, such as cell phones, tablets, graphing calculators, software, projectors, cameras and other video equipment, computer equipment and televisions.
- B. **Records:** The Superintendent or designee shall maintain records that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project

costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.

- C. **Control, Maintenance and Disposition:** The Superintendent shall develop administrative procedures relative to property procured in whole or in part with Federal funds to:
1. prevent loss, damage, or theft of the property; any loss, damage, or theft must be investigated;
 2. to maintain the property and keep it in good condition; and
 3. to ensure the highest possible return through proper sales procedures, in those instances where the District is authorized to sell the property.

DAF-7 TRAVEL REIMBURSEMENT – FEDERAL FUNDS

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

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

School officials and district employees shall comply with applicable Board policies, DKC and DKC-R, Expense Reimbursements and administrative regulations established for reimbursement of travel and other expenses.

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

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

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

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

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

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

DAF-8 ACCOUNTABILITY AND CERTIFICATIONS

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

DAF-9 TIME-EFFORT REPORTING / OVERSIGHT

Federal Time and Effort Reporting Requirements: The Uniform Grant Guidance in §200.430(i) requires that all salaries charged to a federal grant must be based on records that accurately reflect the work performed and that these records be incorporated into the subrecipient's official records. To meet this requirement, the Nashua School District must have an established agency-wide process for reviewing the semi-annual certifications, additional work performed and/or PARs to determine that the charges are accurate, allowable, and properly allocated.

Time and effort records for employees will be housed by the District and not submitted to the state. Records may be kept either in paper form or electronically. Time and effort records become subject to review during audits, monitoring, or other situations that require the subrecipient to provide evidence that time funded by the federal grant was spent working towards the grant's objectives. This guidance document follows [2 CFR Part 225, 2 CFR Part 200.430(i)].

What is time and effort reporting: The salaries and wages of any employee charged to a federal grant must be supported by time and effort documentation that accurately reflects the work that employee performed. This applies regardless of the source of the federal funds – under which federal program the funds derive or whether the funds are allocated on a formula or discretionary basis. The subrecipient must have supporting documentation that the amount claimed for reimbursement against the grant reflects the amount of time the employee spent working on the grant's objectives.

Please note that the requirement to keep time and effort documentation does not apply to contractors who are not school district employees. In a situation in which the subrecipient contracts with an individual, the contract is the time and effort documentation and should outline the time and work that will be performed.

Time and Effort Process:

To meet the Time and Effort requirements, the Grant Coordinator and/or designee will issue the appropriate certification form to each employee prior to the completion of the work performed in which they have been or are to be paid. The Grant Coordinator and/or designee will follow up with the employee to ensure that they have completed the form accurately, sign/certify the accuracy, and then submit the form to the business Administrator within 30 days.

Semi-Annual Certification: An individual who has a position that is dedicated to one purpose. Example: IDEA Part B Special Education teacher works with students with disabilities. In this instance, 100 percent of the teacher's time is eligible for IDEA and charged to the IDEA grant. For this purpose, the federal government requires Semi-Annual Certification that 100 percent of the employee's work is towards that one project or objective. A Semi-Annual Certification must be completed at least every 6 months, and the certification is signed after-the-fact by the employee and the supervisor with first-hand knowledge of work performed.

Additional Work or Stipend: An individual whose time is spent over and above their normal work day. Example: A teacher attends an after-school Building Leadership Meeting which is funded by ESSER. In

this case, only the additional hours that the teacher works beyond the normal school day can be charged to the ESSER grant. The part of the teacher's day spent teaching high school courses would be paid out of the school's salary budget. In this instance, the teacher must report these hours on an Additional Work or Stipend Report.

Personnel Activity Report (PAR): An individual whose regular work day is split between grants and/or the operating budget must keep a Personnel Activity Report (PAR) to document the portion of time working on grant related work versus other duties. Example: Title III pays the ELL outreach worker to work 60% of their hours and ESSER pays 40% of their hours. In this case, the PAR should list each grant and the percentage of their salaries that are charged to each grant. The PAR must be completed monthly, and signed after-the-fact by the employee and the supervisor with first-hand knowledge of the work performed.

Exiting Employees:

1. When an employee is preparing to exit the department of their current position in the department, the employee must submit a final signed and date PAR or semi-annual certification, in paper or electronically, to their supervisor the day they exit.
2. If an employee exists the department and did not complete a final PAR or semi-annual certification, the supervisor with first-hand knowledge of the employee's work may sign for that former employee.

The supervisor must maintain a final summary PAR for the existing employee for three years. This may be in paper format or electronically. The documents will be located in the Business Office Grant file cabinets, or it may be scanned and filed as a PDF within the financial drive.

DAF-10 GRANT BUDGET RECONCILIATION AND GRANT CLOSEOUT

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

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

- B. **Grant Closeout Requirements:** At the end of the period of performance or when the Federal awarding agency determines the District has completed all applicable administrative actions and all required work under the grant, the agency will close out the Federal award. If the award passed-through the State, the District will have 90 days from the end of the period of performance to submit to the State all financial, performance, and other reports as required by the terms and conditions of the award.

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

The District must maintain all financial records and other documents pertinent to the grant for a period of five (5) years from the date of submission of the final expenditure report, barring other circumstances detailed in 2 CFR 200.344.

DAF-11 SUB-RECIPIENT MONITORING AND MANAGEMENT

When entering agreements involving the expenditure or disbursements of Federal grant funds, the District shall determine whether the recipient of such Federal funds from the District is a “contractor” or “subrecipient”, as those terms are defined in 2 CFR §200.01. See also guidance at 2 CFR §200.330 “Subrecipient and contractor determinations”. Generally, “subrecipients” are instrumental in implementing the applicable work program whereas a “contractor” provides goods and services for the District’s own use. Contractors will be subject to the District’s procurement and purchasing policies (e.g., *DAF-3* relative to Federal grant funds, *DJE* relative to bidding requirements for non-Federal money projects, etc.). Subrecipients are subject to this Policy.

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

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

1. Every sub-award will be clearly identified and include the following Federal award identification:

- a. Subrecipient name
- b. Subrecipient’s unique ID number (DUNS)
- c. Federal Award ID Number (FAIN)
- d. Federal award date
- e. Period of performance start and end date
- f. Amount of Federal funds obligated
- g. Amount of Federal funds obligated to the subrecipient
- h. Total amount of the Federal award
- i. Total approved cost sharing or match required where applicable
- j. Project description responsive to FFATA
- k. Name of Federal awarding agency, pass through entity and contact information

- l. CFDA number and name
 - m. Identification of the award is R&D
 - n. Indirect cost rate for the Federal award
2. Requirements imposed by the District including statutes, regulations, and the terms and conditions of the Federal award.
3. Any additional requirements the District deems necessary for financial or performance reporting of subrecipients as necessary
4. An approved indirect cost rate negotiated between subrecipient and the Federal government or between the pass-through entity and subrecipient.
5. Requirements that the District and its auditors have access to the subrecipient records and financial statements.
6. Terms and conditions for closeout of the sub-award.

B. Subrecipient Monitoring Procedures. The Superintendent is responsible for having all the District project managers monitor subrecipients. The District will monitor the activities of the subrecipient to ensure the sub-award is used for authorized purposes. The frequency of monitoring review will be specified in the sub-award and conducted concurrently with all invoice submission. (See also subrecipient audit requirements in Paragraph D below of this Section DAF-11).

Subrecipient monitoring procedures include:

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

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5. Invoices and progress reports will be date stamped upon receipt if received in hard copy. A record of the date of receipt will be maintained for those invoices sent electronically.
 6. In conducting regular oversight and monitoring, the District project managers will:
 - a. Verify invoices that include progress reports
 - b. Raise any concerns to the *Superintendent/Chief Operating Officer*.
 - c. Initial the progress report and invoice confirming review and approval prior to payment
 - d. Review subrecipient match tasks for eligibility.
 - e. Obtain report, certification and supporting documentation of local (non-Federal)/in-kind match work from the subrecipient.
 - f. Review invoice to ensure supporting documentation is included and invoices costs are within the scope of work for the projects being invoiced.
 - g. Compare invoice to agreement budget to ensure eligibility of costs and that costs do not exceed budget.
 - h. Review progress reports to ensure project is progressing appropriately and on schedule.
 7. The *Superintendent/Chief Operating Officer*, upon recommendation from the project's manager, will approve the invoice payment and will initial invoices confirming review and approval prior to payment.
 8. Payments will be withheld from subrecipients for the following reasons:
 - a. Insufficient detail to support the costs billed;
 - b. Incomplete work or work not completed in accordance with required specifications.
 - c. Ineligible costs; and/or
 - d. Unallowable costs;
 9. Verify every subrecipient is audited in accordance with 2 CFR §200 Subpart F – Audit Requirements.
- C. Subrecipient Project Files.** Subrecipient project files will contain, at a minimum, the following:
- a. Project proposal;
 - b. Project scope;
 - c. Progress reports;

d. Interim and final products; and

e. Copies of other applicable project documents as required, such as copies of contracts or MOUs.

B. Subrecipient Audit Requirements. The Superintendent/Chief Operating Officer shall confirm whether the subrecipient meets the Single Audit threshold (see DAF-10, Section C, above). If yes, ensure that they have complied with the audit requirement, obtain and review the audit report, and follow-up on any findings. If no, implement alternative monitoring with agreed-upon procedures.

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

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

a. Temporarily withhold cash payments pending correction of the deficiency;

b. Disallow all or part of the cost of the activity or action not in compliance;

c. Wholly or partly suspend or terminate the sub-award;

d. Initiate suspension or debarment proceedings;

e. Withhold further Federal awards for the project or program; and/or

f. Take other remedies that may be legally available.

DAF-12 REPORTING ON REAL PROPERTY

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

DAF-13 WHISTLEBLOWER PROTECTIONS: NOTIFICATION, RIGHTS & REMEDIES

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

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

Methods of notification may include:

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

Individuals may report suspected violations through the following methods:

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

Legal References:

42 USC 1751 – 66 National School Lunch Act
2 CFR Part 180
2 CFR Part 200.0 - 200.99; 200.305; 200.313(d); 200.317-.326; 200.403-.406;
200.413(a)-(c); 200.430; 200.431; 200.458; 200.474(b)
200 Appendix II
7 CFR Part 210
210.16; 210.19; 210.21; 215.14a; 220.16; 225

Legal References Disclaimer: *These references are not intended to be considered part of this policy, nor should they be taken as a comprehensive statement of the legal basis for the Board to enact this policy, nor as a complete recitation of related legal authority. Instead, they are provided as additional resources for those interested in the subject matter of the policy.*

Board Approved: 03/28/2022, 08/26/2024

*ECAF, ECA-R***DISTRICT SECURITY**

The Superintendent, or their designee, shall develop and maintain District Security Procedures which will ensure the safety and security of all students, staff and visitors to District property and to safeguard District buildings, grounds, and equipment. District Security shall be reviewed annually and any changes should be made to either *Policy ECA-R District Security Procedures* or *Policy ECAF - Use of Cameras on School Buses* and submitted to the BOE for review.

The District Security Procedures will establish protocol for staff/visitor/contractor identification, building occupancy accountability, access control both during and after the school day, ~~portable classroom access~~, school dismissal procedures, key control, alarm codes, access control system programming and video surveillance.

School principals shall be responsible for implementing the District Security Procedures for their buildings. Non-instructional buildings shall each have a staff member designated as the building safety coordinator. ~~Procedures for use of cameras on school buses will use established protocol for the utilization of security surveillance as well as the recording, storage and saving of media. The District Transportation Director shall be responsible for implementing the Use of Cameras on School Buses procedure with the transportation provider.~~

Both the initial version and updates to *Policy ECA-R District Security Procedures* and ~~*Policy ECAF - Use of Cameras on School Buses*~~ will be reviewed and approved by the Board of Education.

Legal References:

Legal References Disclaimer: These references are not intended to be considered part of this policy, nor should they be taken as a comprehensive statement of the legal basis for the Board to enact this policy, nor as a complete recitation of related legal authority. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

Board Approved: 04/12/2010, 05/08/2017

DISTRICT SECURITY PROCEDURES

Introduction

The procedures set forth below are not designed to restrict or limit access to Nashua Public Schools for individuals who have legitimate reasons for being in the schools. Rather, these procedures have been established to properly identify all visitors to District buildings and control access so that only visitors with legitimate business are allowed to enter Nashua Public Schools. An effective access control policy will enhance the overall security of District campuses and prepare each building to respond to an emergency event.

Employee Identification

All employees will be issued photo identification/proximity reader cards by the District at the time of initial employment or transfer to a new position, including continuing and long-term substitutes. IDs will be provided through the Central Office Human Resources Office for all District staff. In a limited number of instances, the Superintendent or designee may authorize the Human Resources Office to issue an identification card to a contractor providing services to the District on a regular basis. Contractors who are issued a district ID must be fingerprinted and go through a criminal background check. ID's will not be issued to a contractor until the district has received a clear background check.

Official photo identification must be worn above the waist at all times by employees so that the ID is easily recognizable to other employees, visitors and students. Additionally, employees with keys to classroom doors shall wear those keys on lanyards at all times to provide immediate access to the keys in the event of a lockdown. Alternatives to lanyards may be approved by a school administrator.

Should an employee forget to bring his or her ID card and keys to school, the main office will issue a lanyard with a proximity reader/non-photo identification card and keys which can lock any classroom door. The employee will be asked to render his/her driver's license or other form of security (i.e., car keys) to the school secretary at the time the lanyard is provided. The identification will be returned to the employee when the lanyard is returned at the end of the day. Each school shall be responsible for safe security and return of photo IDs or other forms of security.

Upon receipt of a personnel action form terminating a staff member from the employ of the Nashua School District, the Assistant Director of Plant Operations for Safety/Security HR-Office will remove the employee from the access control system. The principal shall also retrieve the ID card and keys from the employee at the time of separation from the District and return them to the Assistant Director of Plant Operations for Safety/Security.

Each employee must immediately report the loss of an employee identification card to the principal or principal's designee. The school office must then make arrangements with the Human Resources Office for the employee to obtain a new identification card.

An employee will be provided with one free replacement card ~~once every three years~~. Thereafter, the employee will be charged \$10 for each additional replacement of his or her identification card ~~within the three year period~~. The District may periodically re-issue identification cards to all employees.

Employee identification will be accepted for access at every school, although employees other than Plant Operations maintenance personnel must sign in on the visitor logs in schools to which they are not routinely assigned. Plant Operations maintenance personnel are required to radio the head custodian of their presence when they arrive at a school.

There will be a zero-tolerance policy for employees releasing their issued employee identification cards to other unauthorized staff members, students or members of the public. Staff members found in violation of this policy will be subject to disciplinary action, up to and including dismissal.

Substitute Identification

At the beginning of his/her shift, a substitute will report to the main school office where he/she will be issued a lanyard with a proximity reader/non-photo identification card and keys to lock classroom doors. The lanyard shall be worn at all times. The substitute will be asked to render his/her driver's license or other form of security (i.e., car keys) to the school secretary at the time the lanyard is provided. The identification will be returned to the substitute when the lanyard is returned.

Visitors to the School

All visitors must be vetted prior to being granted admittance into the school. Examples of vetting include confirming a parent/guardian's identity for dismissal purposes, verifying that a staff member is expecting the individual for a scheduled meeting, or ensuring that a contractor is authorized and scheduled to perform work on the property. Vetting should occur while the visitor remains outside the main entrance, utilizing the door intercom system. Once vetting is complete, the visitor may be allowed into the school vestibule. Visitors are required to remain in the vestibule to conduct their business unless they have a scheduled meeting. Visitors with confirmed appointments may be admitted into the main office.

If the visitor will require access beyond the vestibule aAll visitors are required to sign in at the school's main office or security office.

All schools will have a visitor log located in the main office or security office for visitors to sign before proceeding further into the school. The visitor log shall consist of the date of the visit, the visitor's full name, the time in and the time out, who he/she is visiting, and the purpose of the visit.

Each visitor will be required to display an official school visitor pass on the outside of his/her clothing above the waist at all times until he/she signs out to leave the building. ~~BOE members may use their school identification badge.~~ The pass will be a disposable sticker, and must include the visitor's name as well as the school and date of the visit.

It is the responsibility of each visitor to sign out of the building each day and, if applicable, return his/her pass to the school office.

Visitors or individuals who cause a disruption on campus or who are found to be trespassing on campus may be asked to leave the campus. Nashua Police may be called for any individual not complying with the school's request to leave the campus.

It is the responsibility of the school to ensure that visitors other than district staff members, designated volunteers, and approved contractors receive a staff escort to their destination and a staff escort back to the main office or security office once their visit has finished.

All visitor login sheets and other documents pertaining to visitor entry should be kept on file with the school for the duration of the school year. These documents shall be kept on file for a minimum of 30 days beyond the end of the school year.

Visitors to Other District Facilities

All visitors must be vetted prior to being granted admittance into the school. Examples of vetting include confirming a parent/guardian's identity for dismissal purposes, verifying that a staff member is expecting the individual for a scheduled meeting, or ensuring that a contractor is authorized and scheduled to

perform work on the property. Vetting should occur while the visitor remains outside the main entrance, utilizing the door intercom system. Once vetting is complete, the visitor may be allowed into the school vestibule. Visitors are required to remain in the vestibule to conduct their business unless they have a scheduled meeting. Visitors with confirmed appointments may be admitted into the main office.

Vendor/Contractor Identification

Any vendor or contractor requiring access beyond the main office, kitchen or loading areas shall be required to sign in as a visitor and receive a temporary visitor's pass. Vendors shall present appropriate identification, such as an employee's identification badge or driver's license.

When delivering supplies or working inside a District building, the principal may require the vendor to be accompanied by authorized school personnel.

Occupancy Accountability

Each school must develop a procedure to access lists of all students present in the building at the point an emergency incident occurs at the school. These lists must be readily accessible and transferable during an emergency event. Each school should designate a primary and alternate staff member responsible for this task during any incident that requires occupancy information.

Any lists of adults present in the building (visitor or staff log) shall be readily accessible and transferable during an emergency event, with a primary and alternative staff member responsible for this task during any incident that requires occupancy information.

Access Control During the School Day – Classroom and Building Doors

All classroom doors must be shut and locked when classrooms are unoccupied. Custodial and mechanical closets must also be locked at all times unless Plant Operations staff is present.

Doors may be unlocked for morning entry points for arriving students and dismissal passage at the end of the school day. All entrances must be locked during the school day from the start of classes until dismissal.

Building administrators have the discretion to temporarily unlock doors during the school day for special school events that may require usage of these doors by parents and other visitors to the events.

~~All school doors opened for arriving students, student dismissals, visitors for special events and other occasions during the school day shall be monitored by school staff.~~ If a building administrator elects to open one or more doors for arriving students or special events during the school day, they are responsible for ensuring that a staff member is assigned to each open door to monitor activity and prevent unauthorized entry into the building.

~~All schools, where applicable, will develop a system utilizing theatre style roping systems to funnel visitors into the main office for screening upon building entry.~~

All visitors to elementary and middle school building main entrances and kitchen/loading dock doors will be screened by main office personnel viewing CCTV monitors and requesting visitors to state their names and business prior to entering the building. Visitors to NHS North and NHS South will have their initial screening, identification verification and pass issuance completed through the security station office.

School personnel have the authority to deny a visitor access to the building, and to request further identification before he or she is permitted to enter the building. In all cases where access is denied, an administrator shall be notified immediately of the circumstances of the denial. Personnel should not step outside of the building to conduct additional screening. If there is any indication that the visitor may be

agitated, dangerous or unstable, the School Resource Officer or Nashua Police Department should be immediately notified.

Unauthorized opening of perimeter doors exposes buildings to undue risk and defeats the purpose of the security system developed by the District. Because of the seriousness of this violation, security personnel and school administrators must make all reasonable attempts to identify and take appropriate disciplinary action against offenders.

Portable Classrooms

~~All portable classroom doors must remain locked while classes are in session.~~

~~A student who is approved by a staff member to travel to and from the main building during class time will be provided with a temporary proximity card to gain access to the main building~~

~~The access control system will be programmed to unlock designated doors at the main building to enable students to move freely between the school building and portable classrooms during class transition times.~~

~~The school principal is responsible for ensuring that during class changes at least one staff member is assigned to be outside between the main building and portables monitoring the safe transition of students from one building to the other and assuring no unauthorized individuals attempt to enter the building.~~

School Dismissals

All schools must establish a dismissal process that allows for an orderly school dismissal, monitored by school personnel at each perimeter door utilized for the dismissal.

Schools shall follow the procedures for early dismissal of students as outlined in procedure JH-R, *Student Attendance Procedures*.

Any other special circumstances for dismissal, whether temporary or permanent, and requiring an older sibling, relative or neighbor to accompany a student must be authorized in writing and signed by the student's parent or guardian.

After School Activities and Security Procedures

Following the dismissal of students, all school doors not designated as after school entrances should be secured by the school personnel at those doors. Within 30 minutes after dismissal school maintenance staff will insure that these school doors are secured and locked.

If schools do require access for after school activities, unique procedures for each school must be developed to allow for specific doors to remain open for those activities.

Each after school/weekend activity will have a designated advisor who is responsible for ensuring the supervision of participants.

Access Control Program Administration

All access control technology and equipment will be purchased and maintained through the Plant Operations Department. Requests for repairs to access control technology and equipment must, therefore, be made through the Department's work order process.

Any serious violations of access control policies and/or procedures may, in fact, be illegal and constitute trespassing or a violation of other criminal statutes. In circumstances where a criminal violation may exist, a report must be made immediately to the Nashua Police Department.

In consultation with the Director of Plant Operations, the Superintendent shall designate the Assistant Director of Safety and Security to provide district-level oversight of school security procedures and

access control program administration. This individual may periodically conduct internal reviews or audits at the District or school level to assure compliance with policies and procedures.

Keys

All new Nashua School District keys must be stamped with an identification number in order to be correctly tracked and inventoried.

All schools will be responsible for maintaining a key log provided by the Plant Operations Department. The key log will note each numbered key issued, who the key was issued to, what areas the key will unlock, and when the key was returned.

The school principal is responsible for ensuring that all keys are appropriately issued to new employees and documented through the key log, and for ensuring that all keys are appropriately returned and signed back in when an employee leaves the employ of the School District or transfers to another building.

An employee must immediately report a lost or missing key to the school principal or designee.

Inside master keys and outside master keys shall only be issued to administrative and maintenance staff. Outside master keys may only be issued to those staff members who have a pin code to arm/disarm the security alarm system.

There will be a zero-tolerance policy for employees releasing their issued key(s) to other unauthorized staff members, students or members of the public. Staff members found in violation of this policy will be subjected to disciplinary actions, up to and including dismissal.

Alarm Codes

All requests to issue new alarm system pin codes or remove existing codes from the alarm system shall be approved by the Plant Operations Department. Staff members who do not hold an outside master key or have after-hours access privileges assigned to their access control employee identification card will not be issued an alarm system pin code.

It is the duty of the principal to immediately notify the Plant Operations Department of any staff member holding an alarm system pin code who leaves the employ of the District or transfers to another building.

Alarm system pin codes will only be issued to administrative staff, maintenance staff, and select high school athletic staff.

There will be a zero-tolerance policy for employees releasing their issued pin code to other staff members, students or members of the public. Staff members found in violation of this policy will be subjected to disciplinary actions, up to and including dismissal.

Video Surveillance

Cameras may be placed in all areas other than areas where people have an expectation of privacy such as change rooms, locker rooms and bathrooms. Areas chosen for surveillance shall be where surveillance is a necessary and viable deterrent.

- Only authorized personnel shall have access to the surveillance monitor controls. Only an administrator, authorized staff members, or police officers shall have access to the video monitors while they are in operation.
- Only those authorized by the Superintendent/designee, Principal/designee, Assistant Director of Safety and Security, ~~or Director of Transportation~~ shall have access to the recordings.
- Video monitoring of buildings or areas will be retained for at least three weeks and then will be erased.

- Copies of recordings of incidents subject to investigations, court cases or due process hearings must be saved and retained until resolved.
- Video surveillance may be used for inquiries and proceedings related to law enforcement, student and employee hearings.
- A copy of a video recording can be released to appropriate authorities.

Requests by the public or media for viewing a video recording must be made in writing to the Superintendent or his/her designee and, if the request is granted, such viewing must occur in the presence of the District's designated custodian of the recording. Under no circumstances will the District's video recording be duplicated and/or removed from District premises unless in accordance with a court order, subpoena and/or in conjunction with an investigation conducted in cooperation with law enforcement agencies.

Legal References:

***Legal References Disclaimer:** These references are not intended to be considered part of this policy, nor should they be taken as a comprehensive statement of the legal basis for the Board to enact this policy, nor as a complete recitation of related legal authority. Instead, they are provided as additional resources for those interested in the subject matter of the policy.*

Board Approved: 09/09/2013, 05/30/2017, 03/11/2019, 10/16/2019, 04/30/2020

COMMUNITY USE OF SCHOOL FACILITIES

Nashua public schools and athletic fields are community facilities, and should be accessible for community use within available time and resources.

The term “school facilities,” as referenced in this policy, includes school buildings, grounds, and school athletic fields.

Stellos Stadium is a school facility that is managed separately in cooperation with the Nashua Department of Parks and Recreation. Stellos Stadium can only be used by youth organizations (Nashua City Ordinance 0-02-94). Stellos Stadium is not available for rentals.

Groups requesting use of Nashua school facilities must complete and submit an online facility request at least thirty (30) calendar days prior to the date of the event and no more than one (1) year in advance.

The Director of Athletics, or Director of Plant Operations, may limit the use of specific athletic fields to school-related groups in order to maintain the playing condition of the fields. The Richard Belanger Gymnasium at Nashua High School South and the primary gymnasium at Nashua High School North are not routinely available to outside groups.

When conflicting requests for use of a school facility arise, requests shall be granted in the following order: school-related groups; Nashua Parks & Recreation groups; non-profit youth-related groups; other non-profit organizations; and for-profit organizations. Proof is required to demonstrate non-profit status.

Although every attempt will be made to honor facility requests, events scheduled more than three (3) months in advance may be subject to change due to the scheduling of school events.

Rental Fee and Charges

Rental fees and charges for use of school facilities shall be administered based on a fee schedule contained in the policy and subject to change from time to time. There may be a seasonal usage fee for the use of certain district athletic equipment (i.e., wrestling mats, cheerleading mats). A deposit of 50% of anticipated costs is required with signed contract or the reservation will be canceled.

All political candidates shall pay rental fees in advance.

Exempt Groups

Public access youth leagues, shall be exempt from rental fees. Custodial overtime charges will only be applied to events when staff are not scheduled to be on duty.

Exempt Youth Leagues

- PAL Football and Cheerleading
- Elks Crusaders Football and Cheerleading
- Cal Ripkin Baseball
- Little League Baseball
- Ray Oban Baseball (Nashua Parks and Recreation)
- Babe Ruth Baseball and Girls Softball (Nashua Parks and Recreation)
- Nashua Blast Youth Boys and Girls Lacrosse
- Nashua Youth Boys and Girls Soccer League

- Boys and Girls Club of Greater Nashua, NH
- PAL Cross Country
- PAL Boys and Girls Wrestling
- Cougars Football and Cheer
- K-9 Cheer
- Other teams as determined by the Superintendent

Other Exempt Groups

Nashua School District-based organizations and teams, City Departments, School District PTOs, and Boy Scouts/Girl Scouts, are not subject to reservation fees, rental fees, or overtime charges. The Superintendent of Schools or his/her designee may from time to time exempt other organizations from reservation or rental fees.

~~Regional and State level Destination Imagination events are not subject to reservation or rental fees. Overtime charges shall be waived every third year for a regional meet or State meet.~~

Overtime/Staffing Charges

With the exception of school-related and exempt groups, any organization requiring custodial coverage in a school building over and above the normal staffing complement shall be charged a minimum rate of \$40 per hour per custodian (3-hour minimum). Custodial charges begin 30 minutes prior to the scheduled event and conclude when the rental space has been restored for usage for the following school day. The use of a kitchen requires the presence of a Nashua School District cook or food service assistant at all times, at a contractual overtime rate (in excess of normal 7-hr work day, after 3:00 pm M-F; and/or on weekends) which will be invoiced separately.

The use of an athletic field requires the presence of a School District staff person as approved by the Director of Plant Operations or Director of Athletics at a minimum rate of ~~\$30~~40 per hour (3-hour minimum). This individual shall have the right to cancel an event on the athletic field directly before or during the event when, in the exclusive judgment of that individual, weather conditions on the playing field warrant the cancellation of the event.

Events with over 250 attendees ~~may will~~ be subject to additional staffing requirements, i.e., additional custodians, crowd management, police or fire detail and Nashua City permitting. ~~This will be at the discretion of the District.~~

Other Charges and Fees

Requests for use of special equipment or specific set ups must be made at the time the request form is submitted, and may result in additional charges.

Should a scheduled event result in damage to District-owned equipment or property, including athletic fields, the sponsoring organization will be liable for the full cost of repairs.

Only the School District may line athletic fields. The requesting organization will be charged for the cost of lining the field on a time and material basis.

Sound and Lighting

Organizations requiring the use of school sound and/or lighting systems must coordinate with the building principal or designee in advance of the event. If it is determined that a Nashua School District employee is required to operate the sound and lighting equipment, the organization shall be responsible for all applicable fees as outlined in the Fees and Charges Schedule contained in this policy.

Organizations that have qualified sound and lighting personnel may request permission to operate the equipment themselves. Such personnel must meet with designated Nashua School District staff prior to the event to review the equipment, demonstrate proficiency, and receive authorization for its use. Final approval for independent operation of sound and lighting equipment shall be at the discretion of the District.

Organizations are responsible for any damage to sound or lighting equipment resulting from misuse by their approved operators.

City of Nashua Permits

Permitting applications can be found on the Nashua City website for police, fire, food safety, and insurance.

Insurance

Prior to the use of a school facility by a sponsoring organization, a certificate of insurance must be issued naming the City of Nashua as an additional insured, with limits as required by the City of Nashua.

Cancellations

Any sponsoring organization desiring to cancel a reserved date must provide at least 72 hours' notice in advance of the specified time and date of the event, or the rental fees will be forfeited. The sponsoring organization shall be additionally responsible for any extra custodial costs incurred as a result of inadequate notice of cancellation.

In the event of a cancellation of school building activities due to emergencies or inclement weather, the District will notify the sponsoring organization. The event may either be rescheduled by the sponsoring organization, or reservation and rental fees will be returned. Public information regarding the cancellation or rescheduling of any event is the responsibility of the sponsoring organization.

Additional Requirements

The use of alcoholic beverages, smoking, vaping, and tobacco products are forbidden in and on school premises at all times. Nashua schools are posted as Drug Free School Zones.

All sponsoring organizations are responsible for complying with applicable national and State regulations, local ordinances, and requirements of the Nashua Police and Fire Departments, as well as obtaining any required permits.

All sponsoring organizations are expected to supervise and conduct an event in a responsible manner that respects persons and property, and leaves a school facility in the same condition it found it, normal wear and tear excepted.

The Board of Education of the Nashua School District, through the Superintendent of Schools reserves the right to limit or revoke the reservation of a sponsoring organization, or reject the request for use of school facilities.

Food and drink are permitted only in designated areas (i.e., cafeterias, high school career centers).

Approval may be denied due to lack of appropriate space or if a previous activity by the applicant resulted in a violation of any aspect of any School Board policy or guidelines.

Legal References:

***Legal References Disclaimer:** These references are not intended to be considered part of this policy, nor should they be taken as a comprehensive statement of the legal basis for the Board to enact this policy, nor as a complete recitation of related legal authority. Instead, they are provided as additional resources for those interested in the subject matter of the policy.*

Board Approved: 11/24/1997, 04/14/2003, 02/20/2008, 01/09/2012, 05/09/2016, 07/26/2021,
05/12/2025

**Nashua School District
Facilities Rental Fees and Charges for Non-Profit Groups
Effective July 1, ~~2025~~2026**

All rental fees are charged on a daily basis. The reservation fee is charged per event.

The Richard Belanger Gymnasium at Nashua High School South and the primary gymnasium at Nashua High School North are not routinely available to outside groups.

Rentals: As is and returned to the original condition.

	Non-Profit	For-Profit
High School Auditorium	\$350	\$775
High School Cafeteria	\$175	\$400
High School Kitchen	\$125	\$250
North Star Café	\$175	\$350
High School Gym – Large Wood Floor	\$325	\$700
High School Gym – Rubber Floor	\$325	\$700
High School Gym – Small Rubber Floor	\$75	\$175
High School Lecture Hall/Board Room	\$150	\$300
High School Media or Career Center	\$150	\$300
High School Parking Lot - South	\$250	\$600
Middle School Gym	\$125	\$250
Middle School Cafeteria	\$150	\$300
Middle School Kitchen	\$100	\$225
Middle School Media Center	\$125	\$250
Elementary School Gym	\$100	\$200
Elementary School Cafeteria	\$125	\$250
Elementary School Kitchen	\$100	\$200
Elementary School Media Center	\$100	\$200
Classrooms (all schools)	\$40	\$80
Conference Rooms	\$40	\$80
Playing Field (excluding Stellos Stadium)	\$250	\$550
<u>Additional Costs:</u>		
<u>Mats (seasonal usage)</u>	<u>\$500</u>	<u>\$750</u>
<u>Sound and Lighting</u>	<u>\$35/hr</u>	<u>\$35/hr</u>
<u>Crowd Management/Control</u>	<u>\$40/hr</u>	<u>\$40/hr</u>



2026
MS-26C

Nashua Local School

Form Due Date: 20 Days after the Annual Meeting

This form was posted with the warrant on: _____

Under penalties of perjury, I declare that I have examined the information contained in this form and to the best of my belief it is true, correct and complete.

[illegible]

This form must be signed, scanned, and uploaded to the Municipal Tax Rate Setting Portal:
<https://www.proptax.org/>

For assistance please contact:

NH DRA Municipal and Property Division
(603) 230-5090

<https://www.revenue.nh.gov/about-dra/municipal-and-property-division/municipal-bureau>



Appropriations

Account	Purpose	Article	Appropriations for period ending 6/30/2026	Proposed Appropriations for period ending 6/30/2027
Instruction				
1100-1199	Regular Programs	R-26-028	\$73,588,504	\$74,502,301
1200-1299	Special Programs	R-26-028	\$40,483,627	\$49,020,846
1300-1399	Vocational Programs	R-26-028	\$6,170,283	\$7,025,838
1400-1499	Other Programs	R-26-028	\$1,792,923	\$2,543,109
1500-1599	Non-Public Programs		\$0	\$0
1600-1699	Adult/Continuing Education Programs	R-26-028	\$200,276	\$263,570
1700-1799	Community/Junior College Education Programs		\$0	\$0
1800-1899	Community Service Programs		\$0	\$0
Instruction Subtotal			\$122,235,613	\$133,355,664
Support Services				
2000-2199	Student Support Services	R-26-028	\$18,448,373	\$21,289,772
2200-2299	Instructional Staff Services	R-26-028	\$8,680,822	\$9,684,994
Support Services Subtotal			\$27,129,195	\$30,974,766
General Administration				
2310 (840)	School Board Contingency		\$0	\$0
2310-2319	Other School Board	R-26-028	\$87,487	\$92,287
General Administration Subtotal			\$87,487	\$92,287
Executive Administration				
2320 (310)	SAU Management Services		\$0	\$0
2320-2399	All Other Administration	R-26-028	\$5,084,896	\$5,951,322
2400-2499	School Administration Service	R-26-028	\$9,583,662	\$9,500,526
2500-2599	Business	R-26-028	\$1,928,920	\$2,002,763
2600-2699	Plant Operations and Maintenance	R-26-028	\$21,208,004	\$23,443,910
2700-2799	Student Transportation	R-26-028	\$10,588,083	\$11,833,443
2800-2999	Support Service, Central and Other	R-26-028	\$886,779	\$1,155,249
Executive Administration Subtotal			\$49,280,344	\$53,887,213
Non-Instructional Services				
3100	Food Service Operations	R-26-028	\$0	\$5,704,000
3200	Enterprise Operations		\$0	\$0
Non-Instructional Services Subtotal			\$0	\$5,704,000



Appropriations

Account	Purpose	Article	Appropriations for period ending 6/30/2026	Proposed Appropriations for period ending 6/30/2027
Facilities Acquisition and Construction				
4100	Site Acquisition		\$0	\$0
4200	Site Improvement		\$0	\$0
4300	Architectural/Engineering		\$0	\$0
4400	Educational Specification Development		\$0	\$0
4500	Building Acquisition/Construction		\$0	\$0
4600	Building Improvement Services	R-26-028	\$300,000	\$500,000
4900	Other Facilities Acquisition and Construction		\$0	\$0
Facilities Acquisition and Construction Subtotal			\$300,000	\$500,000
Other Outlays				
5110	Debt Service - Principal	R-26-028	\$6,422,100	\$6,546,750
5120	Debt Service - Interest	R-26-028	\$7,234,728	\$6,349,661
Other Outlays Subtotal			\$13,656,828	\$12,896,411
Fund Transfers				
5220-5221	To Food Service		\$0	\$0
5222-5229	To Other Special Revenue	R-26-028	\$17,978,439	\$7,366,720
5230-5239	To Capital Projects		\$0	\$0
5254	To Agency Funds		\$0	\$0
5310	To Charter Schools		\$0	\$0
5390	To Other Agencies		\$0	\$0
9990	Supplemental Appropriation		\$0	\$0
9992	Deficit Appropriation		\$0	\$0
Fund Transfers Subtotal			\$17,978,439	\$7,366,720
Total Appropriations			\$230,667,906	\$244,777,061



Revenues

Account	Source	Article	Estimated Revenues for period ending 6/30/2026	Estimated Revenues for period ending 6/30/2027
Local Sources				
1300-1349	Tuition	R-26-028	\$32,000	\$32,000
1400-1449	Transportation Fees	R-26-028	\$55,000	\$55,000
1500-1599	Earnings on Investments		\$0	\$0
1600-1699	Food Service Sales	R-26-028	\$0	\$0
1700-1799	Student Activities		\$0	\$0
1800-1899	Community Service Activities		\$0	\$0
1900-1999	Other Local Sources	R-26-028	\$24,000	\$24,000
Local Sources Subtotal			\$111,000	\$111,000
State Sources				
3210	School Building Aid	R-26-028	\$126,341	\$126,341
3215	Kindergarten Building Aid		\$0	\$0
3220	Kindergarten Aid		\$0	\$0
3230	Special Education Aid	R-26-028	\$1,186,680	\$1,000,000
3240-3249	Vocational Aid	R-26-028	\$222,000	\$252,000
3250	Adult Education		\$0	\$0
3260	Child Nutrition		\$0	\$0
3270	Driver Education		\$0	\$0
3290-3299	Other State Sources	R-26-028	\$72,005	\$50,000
State Sources Subtotal			\$1,607,026	\$1,428,341
Federal Sources				
4100-4539	Federal Program Grants		\$0	\$0
4540	Vocational Education		\$0	\$0
4550	Adult Education		\$0	\$0
4560	Child Nutrition		\$0	\$0
4570	Disabilities Programs		\$0	\$0
4580	Medicaid Distribution	R-26-028	\$500,000	\$500,000
4590-4999	Other Federal Sources (non-4810)		\$0	\$0
4810	Federal Forest Reserve		\$0	\$0
Federal Sources Subtotal			\$500,000	\$500,000
Other Financing Sources				
5110-5139	Sale of Bonds or Notes		\$0	\$0
5140	Reimbursement Anticipation Notes		\$0	\$0
5221	Transfer from Food Service Special Revenue Fund		\$0	\$0
5222	Transfer from Other Special Revenue Funds	R-26-028	\$19,206,426	\$19,099,350
5230	Transfer from Capital Project Funds		\$0	\$0
5251	Transfer from Capital Reserve Funds		\$0	\$0
5252	Transfer from Expendable Trust Funds		\$0	\$0
5253	Transfer from Non-Expendable Trust Funds		\$0	\$0
5300-5399	Other Financing Sources		\$0	\$0
9997	Supplemental Appropriation (Contra)		\$0	\$0
9998	Amount Voted from Fund Balance		\$0	\$0
9999	Fund Balance to Reduce Taxes		\$0	\$0
Other Financing Sources Subtotal			\$19,206,426	\$19,099,350
Total Estimated Revenues and Credits			\$21,424,452	\$21,138,691



Budget Summary

Item	Budget Summary for period ending 6/30/2027
Total Appropriations	\$244,777,061
Less Amount of Estimated Revenues & Credits	\$21,138,691
Less Amount of State Education Tax/Grant	\$65,567,936
Estimated Amount of Taxes to be Raised	\$158,070,434



Report of Appropriations as Voted

Nashua Local School

(RSA 21-J:34 and RSA 198:4-a)

For the period beginning July 1, 2026 and ending June 30, 2027

Form Due Date: **20 Days after the Annual Meeting**

SCHOOL BOARD CERTIFICATION

This is to certify that the information contained in this form, appropriations actually voted by the school district meeting, was taken from official records and is complete to the best of our knowledge and belief. Under penalties of perjury, I declare that I have examined the information contained in this form and to the best of my belief it is true, correct and complete.

Name	Position	Signature
	Superintendent	
	School District Clerk	
	School Board Member	
	School Board Member	
	School Board Member	
	School Board Member	
	School Board Member	
	School Board Member	
	School Board Member	
	School Board Member	
	School Board Member	
	School Board Member	
	School Board Member	
	School Board Member	
	School Board Member	

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NH DRA Municipal and Property Division
(603) 230-5090

<https://www.revenue.nh.gov/about-dra/municipal-and-property-division/municipal-bureau>



Appropriations

Account	Purpose	Article	Appropriations As Voted	Elementary	Middle/Jr.	High
Instruction						
1100-1199	Regular Programs	R-26-028	\$74,502,301	\$36,069,066	\$16,517,127	\$21,916,108
1200-1299	Special Programs	R-26-028	\$49,020,846	\$27,600,136	\$10,033,992	\$11,386,718
1300-1399	Vocational Programs	R-26-028	\$7,025,838	\$0	\$1,026,654	\$5,999,184
1400-1499	Other Programs	R-26-028	\$2,543,109	\$882,704	\$517,764	\$1,142,641
1500-1599	Non-Public Programs		\$0	\$0	\$0	\$0
1600-1699	Adult/Continuing Education Programs	R-26-028	\$263,570	\$0	\$0	\$0
1700-1799	Community/Junior College Education Programs		\$0	\$0	\$0	\$0
1800-1899	Community Service Programs		\$0	\$0	\$0	\$0
Instruction Subtotal			\$133,355,664	\$64,551,906	\$28,095,537	\$40,444,651
Support Services						
2000-2199	Student Support Services	R-26-028	\$21,289,772	\$8,085,381	\$4,503,752	\$8,700,639
2200-2299	Instructional Staff Services	R-26-028	\$9,684,994	\$4,490,816	\$1,737,676	\$3,456,502
Support Services Subtotal			\$30,974,766	\$12,576,197	\$6,241,428	\$12,157,141
General Administration						
2310 (840)	School Board Contingency		\$0	\$0	\$0	\$0
2310-2319	Other School Board	R-26-028	\$92,287	\$37,331	\$18,452	\$36,504
General Administration Subtotal			\$92,287	\$37,331	\$18,452	\$36,504
Executive Administration						
2320 (310)	SAU Management Services		\$0	\$0	\$0	\$0
2320-2399	All Other Administration	R-26-028	\$5,951,322	\$2,407,356	\$1,189,950	\$2,354,016
2400-2499	School Administration Service	R-26-028	\$9,500,526	\$5,504,785	\$1,599,687	\$2,396,054
2500-2599	Business	R-26-028	\$2,002,763	\$810,133	\$400,447	\$792,183
2600-2699	Plant Operations and Maintenance	R-26-028	\$23,443,910	\$9,203,941	\$4,923,849	\$9,316,120
2700-2799	Student Transportation	R-26-028	\$11,833,443	\$4,786,719	\$2,366,065	\$4,680,659
2800-2999	Support Service, Central and Other	R-26-028	\$1,155,249	\$467,307	\$230,989	\$456,953
Executive Administration Subtotal			\$53,887,213	\$23,180,241	\$10,710,987	\$19,995,985
Non-Instructional Services						
3100	Food Service Operations	R-26-028	\$5,704,000	\$46,923	\$23,194	\$5,633,883
3200	Enterprise Operations		\$0	\$0	\$0	\$0
Non-Instructional Services Subtotal			\$5,704,000	\$46,923	\$23,194	\$5,633,883



Appropriations

Account	Purpose	Article	Appropriations As Voted	Elementary	Middle/Jr.	High
Facilities Acquisition and Construction						
4100	Site Acquisition		\$0	\$0	\$0	\$0
4200	Site Improvement		\$0	\$0	\$0	\$0
4300	Architectural/Engineering		\$0	\$0	\$0	\$0
4400	Educational Specification Development		\$0	\$0	\$0	\$0
4500	Building Acquisition/Construction		\$0	\$0	\$0	\$0
4600	Building Improvement Services	R-26-028	\$500,000	\$202,254	\$99,974	\$197,772
4900	Other Facilities Acquisition and Construction		\$0	\$0	\$0	\$0
Facilities Acquisition and Construction Subtotal			\$500,000	\$202,254	\$99,974	\$197,772
Other Outlays						
5110	Debt Service - Principal	R-26-028	\$6,546,750	\$0	\$0	\$0
5120	Debt Service - Interest	R-26-028	\$6,349,661	\$0	\$0	\$0
Other Outlays Subtotal			\$12,896,411	\$0	\$0	\$0
Fund Transfers						
5220-5221	To Food Service		\$0	\$0	\$0	\$0
5222-5229	To Other Special Revenue	R-26-028	\$7,366,720	\$0	\$0	\$0
5230-5239	To Capital Projects		\$0	\$0	\$0	\$0
5251	To Capital Reserve Fund		\$0	\$0	\$0	\$0
5252	To Expendable Trusts/Fiduciary Funds		\$0	\$0	\$0	\$0
5253	To Non-Expendable Trust Funds		\$0	\$0	\$0	\$0
5254	To Agency Funds		\$0	\$0	\$0	\$0
5310	To Charter Schools		\$0	\$0	\$0	\$0
5390	To Other Agencies		\$0	\$0	\$0	\$0
9990	Supplemental Appropriation		\$0	\$0	\$0	\$0
9992	Deficit Appropriation		\$0	\$0	\$0	\$0
Fund Transfers Subtotal			\$7,366,720	\$0	\$0	\$0
Total Voted Appropriations			\$244,777,061	\$100,594,852	\$45,189,572	\$78,465,936

Mario Andrade, Ed. D.
Superintendent

Krystal De Gray, MBA
Chief Operating Officer



James O'Rourke, M.Ed., CAGS
Assistant Superintendent

Jennifer Scarpati, P.h.D.
Assistant Superintendent

To: Krystal De Gray, COO
From: Jenn Scarpati & Jim O'Rourke, Assistant Superintendents; Robert Cioppa, ELL Director
RE: Curriculum Purchase
Date: August 24, 2026

To continue our support of our ELL students, we would like to purchase Ellevation Essentials from Curriculum Associates, LLC. This platform supports teachers with use of language proficiency data, differentiation, and lesson planning for our English learners. This one-year license would be funded as follows:

- \$52,514 from operating budget (curriculum subscriptions)
- \$18,928.63 from Title III

Recommendation to approve the purchase of Ellevation Essential from Curriculum Associates at a cost not to exceed \$81,948.75, with \$52,514 from operating budget and \$18,928.63 from Title III.

Mario Andrade, Ed. D.
Superintendent



NASHUA
SCHOOL DISTRICT
Gateway to Opportunity

James O'Rourke, M. Ed., CAGS
Assistant Superintendent

Krystal De Gray, MBA
Chief Operating Officer

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

Jennifer Scarpati, Ph. D.
Assistant Superintendent

MEMORANDUM

To: Finance and Operations Committee and Nashua Board of Education

From: Dr. Francisco Vicente

Date: August 24 20, 2026

RE: Special Education Teaching Contracts, Addendums and Renewals for FY 27

Special Education Teacher:

- **NEXT STEP BHS** - This contract allows the district to add one certified Special Education Teacher to serve at Broad Street Elementary at a cost of \$125/hour not to exceed \$168,750.00 for the 2026-27 school year. This Teacher will serve in the Broad Street Intensive Needs Program for Students with Disabilities. Funding to be charged to the Operating Budget under Contracted Services.

Recommendation to approve the contract with Next Steps BHS for staffing one full-time certified Special Education Teacher 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.



**Nashua Teachers' Union, AFT Local 1044, AFL-CIO
Unit A – Teachers**

and

Nashua Board of Education

MEMORANDUM OF UNDERSTANDING
Eligibility of Special Education Differential

This Memorandum of Understanding ("MOU") is entered into by and between the Nashua Teachers' Union, AFT Local 1044, AFL-CIO, Unit A – Teachers (hereinafter "Union"), and the Nashua Board of Education (hereinafter "Board").

WHEREAS, the parties have met and consulted regarding recent changes to Article 4:10 of the 2025–2029 collective bargaining agreement between the Nashua Teachers' Union, AFT Local 1044, AFL-CIO, Unit A – Teachers, and the Nashua Board of Education, which establishes a differential payment for all special education teachers;

WHEREAS, the new contract provides that all special educators shall receive a \$1,500 stipend in their first paycheck of the pupil year;

WHEREAS, the contract does not define the types of special educators entitled to the \$1,500 stipend.

NOW, THEREFORE, the parties agree as follows:

For Unit A – Teachers

1. Teachers eligible for the \$1,500 special education differential for the 2025-2026 contract year only will be special educators, case managers, teachers of the deaf, behavioral specialists, Board-Certified Behavior Analysts (BCBAs), and preschool special educators.
2. In subsequent contract years, unless the parties negotiate otherwise, teachers eligible for the \$1,500 special education differential will be special educators, case managers, teachers of the deaf, and preschool special educators.
3. This MOU shall become effective upon ratification by the Nashua Board of Education.
4. This MOU shall not constitute a precedent or establish a past practice for any future negotiations or agreements.

**For the Nashua Teachers' Union, AFT Local 1044, AFL-CIO
Unit A – Teachers**

Gary Hoffman, NTU President

Date: _____

For the Nashua Board of Education

_____ **Date:** _____
Jennifer Bishop, Board of Education President

DRAFT



July 21, 2026

Jennifer Scarpati, Assistant Superintendent Elementary Education
SAU # 42 – Nashua School District
141 Ledge Street
Nashua, NH 03061

Dear Jennifer,

Congratulations! On behalf of the Crotched Mountain Foundation Board of Directors, I am pleased to inform you that the Nashua School District has been selected to receive a 2026–2029 CMF Kids Anchor Partnership Award in the amount of \$91,600.

At CMF Kids, we believe every student deserves the opportunity to learn, participate, and succeed in an inclusive educational environment. Through this partnership, we are investing in school districts that are committed to expanding opportunities for students with disabilities, strengthening inclusive practices, building sustainable capacity, and improving educational outcomes. We are honored to partner with your district as you advance this important work.

As outlined in your proposal, this award will support a one-year professional development program of supporting students with intensive needs and creating cultures of inclusion; building upon the work completed from 2023 – 2026 with Dr. Alison Roy. We are excited to invest in your vision and look forward to seeing the positive impact this initiative will have on students, educators, families, and your broader school community.

Enclosed you will find the CMF Kids Terms of Partnership (2026–2029). Please review, sign, and return the agreement within ten (10) business days. Once the signed agreement has been received, CMF Kids will process the first award payment according to the approved funding schedule.

Award Schedule

School Year	Award Amount
FY2027 (2026–2027)	\$91,600
FY2028 (2027–2028)	N/A
FY2029 (2028–2029)	N/A



We look forward to working alongside your district over the next three years and celebrating the meaningful outcomes this partnership will make possible for children and youth with disabilities. Should you have any questions, please reach out to Melissa H. White, Executive Director of CMF Kids, at melissa.white@crotchedmountain.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Ned Olney".

Ned Olney
President and CEO
Crotched Mountain Foundation

Cc: Mario Andrade, Superintendent - andradem@nashua.edu