

BOARD OF EDUCATION
MONDAY, SEPTEMBER 14, 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):

CONSENT AGENDA

- Board of Education (Public Hearing) Meeting Minutes August 24, 2026
- Board of Education Meeting Minutes August 24, 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

COMMITTEE ON POLICY

Second Reading

- Recommendation to approve Policy ECAF - Use of Cameras on School Buses (Surveillance and Other Audio or Video Recording by the District)
- Recommendation to rescind Policy EEAA - Video and Audio Surveillance on School Property
- Recommendation to approve Policy BGAA - Policy Development, Adoption and Review (Nashua)
- Recommendation to approve Policy JFABD - Admission of Homeless Children and Unaccompanied Youth
- Recommendation to approve Policy AC-R1 - Transgender and Non-Conforming Staff (renamed)
- Recommendation to approve Policy ACA - Discrimination and Harassment: Policy and Grievance Procedure (new)
- Recommendation to approve Policy AC-R2 - Sexual Discrimination Appendix (renamed)
- Recommendation to approve Policy EHB - Data Records Retention
- Recommendation to approve Policy DAF - Administration of Federal Grant Funds

First Reading

N/A

COMMITTEE ON CURRICULUM AND EVALUATION

COMMITTEE ON HUMAN RESOURCES

- Recommendation to approve the September 14, 2026 Personnel Recommendations as presented earlier this evening.

UNFINISHED BUSINESS

NEW BUSINESS

- Recommendation to approve the Memorandum of Understanding between Harbor Homes, Inc., and the Nashua School District for 2026-27 school year.
- Recommendation to approve the Memorandum of Understanding between the NASAS and the BOE to update language in the current contract regarding the Special Educator Coordinator(s) work year.
- Recommendation to accept the \$5000 donation to the Ledge Street School Food Service Program dated September 3, 2026.

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 28, 2026 @ 6:00 pm

ADJOURNMENT;

NONMEETING FOR NEGOTIATIONS, IF NEEDED;

NONMEETING WITH COUNSEL, IF NEEDED

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

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: 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
DAF-7	TRAVEL REIMBURSEMENT – FEDERAL FUNDS	18
DAF-8	ACCOUNTABILITY AND CERTIFICATIONS.....	19
DAF-9	TIME AND EFFORT REPORTING / OVERSIGHT.....	19
DAF-10	GRANT BUDGET RECONCILIATION	20
<u>DAF-11</u>	<u>SUB-RECIPIENT MONITORING & MANAGEMENT</u>	<u>22</u>
<u>DAF-12</u>	<u>REPORTING ON REAL PROPERTY</u>	<u>25</u>
<u>DAF-13</u>	<u>WHISTLEBLOWER: NOTIFICATION, RIGHTS & REMEDIES</u>	<u>25</u>

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;

-
- 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 ~~\$4015~~,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 ~~\$250350~~,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.

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

Memorandum of Agreement (MOA)

Between

Harbor Homes, Inc.

And

Nashua School District

This AGREEMENT is made and entered into as of September 1st, 2026 and between Nashua School District with a principal contact address of 141 Ledge St, Nashua, NH 03060 hereinafter referred to as "School District" and Harbor Homes, Inc. with a principal address of 77 Northeastern Boulevard Nashua, NH 03062, hereinafter referred to as "Harbor Care", and collectively the "Parties" for the purpose of providing on-site health care services.

WITNESS ETH

WHEREAS, Harbor Care is currently operating a Federally Qualified Health Center (FQHC) in New Hampshire;

WHEREAS, The Nashua, New Hampshire School District seeks certain virtual and in-person health services for employees and students;

WHEREAS, Harbor Care shall employ certain professionals to deliver behavioral health, primary care, oral health, and/or other school-based health services;

WHEREAS, Harbor Care shall designate the following locations at FQHC Sites of Services: *[insert school address]*;

WHEREAS, Harbor Care shall furnish a sliding fee scale for services and provide such services regardless of a person's ability to pay;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. School District's Obligations.

- a. School District will accommodate Harbor Care staff with private space for one-on-one, family and/or group services. When private space is not available, School District will assist Harbor Care to facilitate the use of virtual health services or remote site use, which may include Harbor Care's mobile health vehicle.
- b. School District staff will make referrals to Harbor Care for services to be provided to School District employees, students, or immediate family members.
- c. School District will communicate any concerns or needs directly to the Harbor Care Manager of School-based Services within a reasonable amount of time that such information becomes available.
- d. School District recognizes the knowledge of certain contractual, proprietary, or strategic information is of a confidential nature, including the terms set forth in this Agreement and agrees to maintain the confidentiality of any such confidential or proprietary information, including any proprietary information regarding Harbor Care business and operations and other information or data reasonably identified by Harbor Care as confidential, and to not utilize or disclose such information except as necessary to carry out the performance of this Agreement, as required under the Right to Know law, or with express written permission of Harbor Care.
- e. School District agrees to comply with the requirements of HIPAA and New Hampshire Law with regard to the maintenance of the confidentiality of client records and personal identifying information. A Business Associate Agreement will be executed and become part of this agreement.
- f. School District staff will work collaboratively with Harbor Care staff in professional and courteous manner.

2. Harbor Care's Obligations.

- a. Harbor Care agrees to accept referral of certain employees, students, and family members of students requiring health care services from School District.

- b. Harbor Care will collaborate with the School District to ensure a Patient Intake Packet, Sliding Fee Discount Program (SFDP), and/or Patient Consent forms are completed by Parent/Guardian. Please note that in some instances, Harbor Care may not be able to proceed with provision of services until these forms are completed.
 - c. Harbor Care will provide health care services in accordance with its own policies and procedures and in a manner consistent with prevailing standards of care and pursuant to the same standards as furnished to other patients of Harbor Care.
 - d. Harbor Care agrees to establish and maintain records regarding the provision of health care services to referred patients in accordance with all applicable laws, regulations, and Harbor Care policy, which records shall remain the property of Harbor Care.
 - e. Harbor Care agrees to be solely responsible for the billing and collecting of all payment for the furnished health care services to all referred patients, in accordance with its own credit and collection policies.
 - f. It is understood that Harbor Care will provide a discount for individuals and families without insurance, or other forms of public health insurance to individuals and families with incomes above 100% of the current Federal Poverty Guidelines (FPG) and at or below 200% of the FPG receive an equal or greater discount for these services than if the health center's SFDS were applied to the referral provider's fee schedule; and individuals and families at or below 100% of the FPG receive a full discount or a nominal charge for these services.
 - g. Harbor Care agrees to provide assurances that during the term of this agreement, staff employed or contracted by Harbor Care who provide health care services to referred patients pursuant to this Agreement will be duly licensed, certified, and/or registered as verified through a credentialing process to provide health care services hereunder in accordance with all relevant federal, state and local laws and regulations, including, but not limited to, non-discrimination laws, and are competent and fit to perform the referred service(s), as assessed through a privileging process.
 - h. Harbor Care agrees that during the term of this Agreement, they will be and remain eligible to participate in federal and state health care programs, including Medicare and Medicaid, and are not otherwise excluded or debarred from participation.
1. Harbor Care staff will work collaboratively with School District staff in professional and courteous manner.

3. Parties Obligations.

- a. Both parties agree, 90-days prior to the expiration of this agreement, to schedule a meeting for the purpose of discussing service renewal with the goal to execute a renewed agreement before the expiration of the current agreement.
- b. Both parties agree, during the term of the Agreement and for twelve (12) months thereafter, to refrain from indirectly or directly recruiting, soliciting or otherwise inducing an employee from the partner agency for employment purposes.

4. Referral Process.

- a. Harbor Care and School District will work in good faith to design and implement a Referral Process that is collaborative and team-based within 120-days after this Agreement is executed. The completed Referral Process will become an integral an Addendum to this Agreement.

5. Billing.

- a. The patients receiving health care services from Harbor Care shall be considered patients of Harbor Care. Accordingly, Harbor Care shall be responsible for billing and collecting all payments from appropriate third-party payers, funding sources, and, as applicable, patients, for health care services rendered by Harbor Care pursuant to this Agreement, observing its customary billing and collections policies, including it sliding fee schedule of discounts and waiver policy.

6. Insurance and Liability.

- a. Harbor Care represents and warrants that its providers, both employed and contracted, are covered by a professional liability insurance policy (malpractice, errors, and omissions) and/or are indemnified by the Federal Tort Claims Act (FTCA) that provide sufficient coverage against professional liabilities that may occurs as a result of the health care services that Harbor Care furnishes to School District employees, students, and family members of students under this Agreement.
- b. Harbor Care understands and agrees that Harbor Care is solely liable for all health care services furnished to referred parties by School District, and that Schools District will not be liable, whether by way of contribution or

otherwise, for any damages incurred by referred parties or arising from any acts or omissions in connection with the provision of such health care services.

- c. School District understands and agrees that School District is solely liable for all services, including counseling or coaching, furnished to any party through its own employed or contracted staff, or through an outside agency in which it is formally or informally engaged, and Harbor Care will not be liable, whether by way of contribution or otherwise, for any damages incurred by referred parties or arising from any acts or omissions in connection with the provision of such services.
- d. Harbor Care and School District will share information to the extent necessary to permit Harbor Care and School District to comply with applicable quality assurance, risk management and federal or state reporting guidelines and responsibilities.

7. Provider Judgement and Freedom of Choice.

- a. Both Harbor Care and School District acknowledge and agree that all health and health-related professional employed by or under contract with either Harbor Care or School District retain sole and complete discretion, subject to any valid restriction(s) imposed by participation in a managed care plan, to refer parties to any and all providers who best meet the needs of such party.
- b. Both Harbor Care and School District acknowledge that all parties have the freedom to choose and/or request referral to any provider of services, and Harbor Care and School District will advise parties of such right, subject to any valid restriction(s) imposed by participation in a managed care plan.

8. Volume or Value of Referrals.

- a. Nothing in this Agreement requires, is intended to require, or provides payments or benefit of any kind (directly or indirectly), for the referral of individuals or business to either party by the other party. Neither Harbor Care or School District shall track referrals for the purpose relating to setting the compensation of their professionals.

9. Agreements with Other Parties.

- a. Harbor Care and School District reach retains the authority to contract with other parties if, and to the extent that, either determines that such contracts are necessary to ensure appropriate collaboration with other local providers, to enhance patient freedom of choice; and/or to enhance the accessibility, availability, quality, and comprehensiveness of care.

10. Privacy and Confidentiality.

- a. Harbor Care and School District agree that their directors, officers, employees, and contractors shall comply with any and all federal and state requirements governing the confidentiality of personal health information, including, without limitation, applicable state laws and the Health Insurance Portability and Accountability Act ("HIPAA") and regulations promulgated thereunder including, but not limited to, the Privacy, Security and Breach Notification Rules, codified at 45 C.F.R. Parts 160, 162, and 164.
 - 1. Harbor Care and School District agrees that it will comply with Section XI a. and notify the other party immediately in the event the party becomes aware of any use or disclosure of a referred party's personal information that violates the terms and conditions of this Agreement and/or applicable federal and state laws, including but not limited to, the laws and regulations set forth in Section XI a.
- b. The provisions of this section shall survive expiration or termination of this Agreement.

11. Term and Termination.

- a. The term of this Agreement shall be September 1, 2026 and continue through August 31, 2027, unless terminated at an earlier date in accordance with this Section.
- b. This Agreement may be terminated, in whole or in part, at any time upon mutual agreement of the Parties.
- c. This Agreement may be terminated, in whole or in part, by either party without cause upon thirty (30) days prior written notice to the other party.
- d. This Agreement may be terminated for cause upon written notice by either party. "Cause" shall include, but is not limited to, the following: (i) material breach of any term in this Agreement; (ii) the loss of required insurance by either Party; (iii) any material change in the financial condition of Harbor Care that reasonably indicates that Harbor Care will be unable to furnish health care services under this Agreement; (iv) the loss or suspension of any license or other authorization to do business necessary for Harbor Care to furnish health care services under this Agreement; (v) exclusion or suspension from either Party from participating in federal programs; and (vi) the

good faith determination by either Party that the health, welfare, and/or safety of patients receiving care is jeopardized but the continuation of this Agreement.

12. Entire Agreement.

- a. This Agreement sets forth the entire understanding of the Parties hereto regarding the subject matter hereof and supersedes all prior contract, agreements, arrangements, communications, discussion, representations, and warranties, whether oral or written between the Parties regarding the subject matter hereof. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be considered in all respects as if such invalid or unenforceable provisions were omitted.

13. Amendment.

- a. This Agreement may be amended only upon written consent of both Parties.

14. Assignment.

- a. This Agreement may not be assigned without prior written consent of the other Party.

15. Dispute Resolution.

- a. Any dispute arising under this Agreement that the Parties are unable to resolve informally shall be referred to mediation and, if mediation is unsuccessful, then to binding arbitration by a mutually agreed upon arbitrator in the state of New Hampshire.

16. Severability.

- a. The provisions of this Agreement are severable. In the event that anyone or more provisions are found to be, or are deemed illegal or unenforceable, the remainder of the Agreement shall remain in force and effect.

17. Governance.

- a. The laws of the State of New Hampshire shall govern this Agreement, without regard to conflict of laws principles. Each of the Parties to this Agreement irrevocably consents to the jurisdiction of the courts of the State of New Hampshire and the United States District Court for the District of New Hampshire, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action, or other proceeding arising out of any of their obligations hereunder or with respect to the transactions contemplated in this agreement.

18. Force Majeure.

- a. Neither School District nor Harbor Care shall be liable for any failure or inability to perform their respective obligations under this Agreement due to any cause beyond the reasonable control of the non-performing party, including but not limited to acts of God, regulations or laws of any government or agency (including government or agency mandated restriction or redistribution of supplies and/or personal protective equipment ("PPE"), acts of war or terrorism, acts of civil or military authority, fires, floods, accidents, pandemics (including supply, PPE and labor shortages caused therefrom or as a result thereof), quarantine restrictions, unusually severe weather, explosions, earthquakes, strikes, labor disputes, loss or interruption of electrical power or other public utility, freight embargoes or delays in transportation, or any similar or dissimilar cause beyond its reasonable control (collectively, a "Force Majeure Event"). If a party's non-performance under this section extends for fourteen (14) days or longer as a result of a Force Majeure Event, the party affected by such non-performance may terminate this Agreement by providing written notice thereof to the other party.

19. Non-discrimination.

- a. All Services provided by Harbor Care and the School District hereunder shall follow all applicable Federal and State laws, regulations and ordinances prohibiting discrimination on the basis of race, color, religion, sex, national origin, handicap, veteran status or any other protected class.

20. Notices.

a. Notices to Harbor Care shall be delivered to:

Chief Executive Officer
Harbor Care
77 Northeastern Boulevard
Nashua, NH 03062

b. Notices to School District shall be delivered to:

Chief Operations Office
Nashua School District
141 Ledge Street
Nashua, NH 03060

Both Harbor Care and School District acknowledge and agree that they have freely negotiated the terms of this Agreement and that neither party has offered or received any inducement or other consideration from the other party in exchange for entering into this Agreement.

IN WITNESS WHEREOF, Harbor Care and School District have caused this Agreement to be executed by their duly authorized representatives.

HARBOR CARE:

HARBOR HOMES, JNC.
d/b/a/ HARBOR CARE

SCHOOL DISTRICT:

NASHUA SCHOOL DISTRICT

Name:

Title:

Date:

Name:

Title:

Date:

Nashua Public Schools and Harbor Care:

Helping Nashua's youth to
learn, grow, and strive

Care where Nashua's young
people already are.



School-based counseling helps support the vision of Nashua Public Schools.

Curiosity can flourish when students have the support to engage.

“Curiosity drives education”

“Every learner is valued”

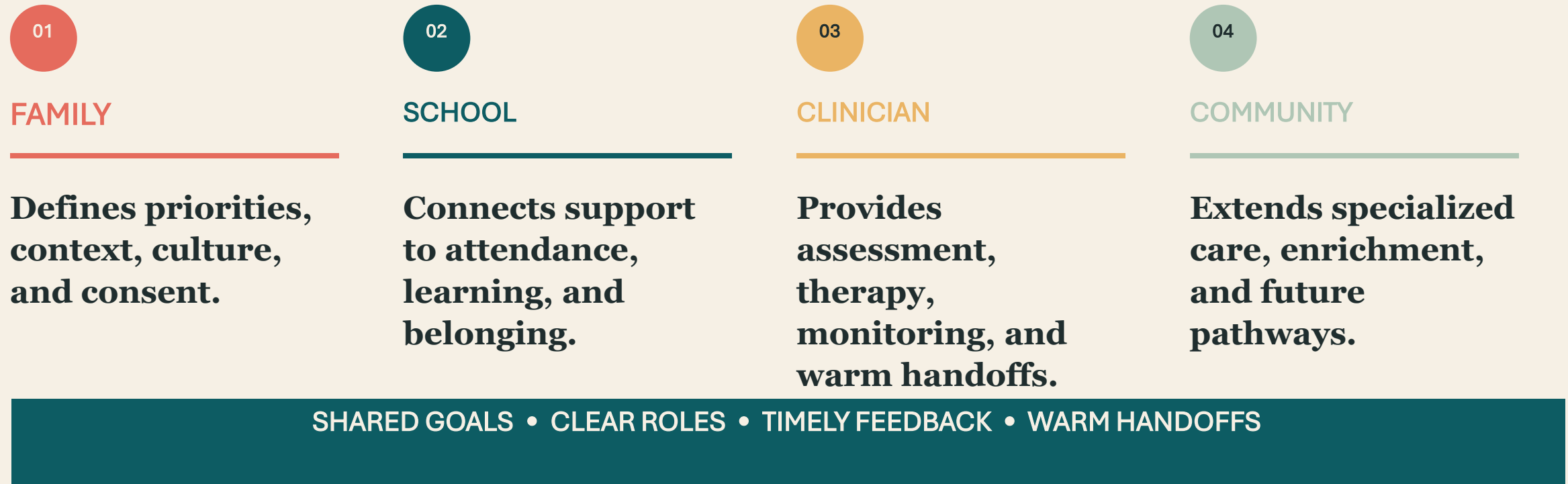
School-based counseling helps students to:

- Reduce distress
- Build self-esteem
- Strengthen belonging
- Develop students' capacity for curiosity and learning.



One student. One plan. Many partners.

School-based psychotherapy can serve as a coordinating point—not a silo—so the adults around a student share goals, roles, and timely information.



The vision becomes durable when student support is a community practice.

Demand remains broad across our main school sites

Harbor Care behavioral health services in primary school sites • 2020–2026 YTD

223
students

3,108
clinical visits

13.9
visits per student

Location	Students	Visits	Visits / student
Harbor Care Health & Wellness Center	145	992	6.8
Amherst Street Elementary	49	686	14.0
Birch Hill Elementary	52	681	13.1
Fairgrounds Elementary	24	315	13.1

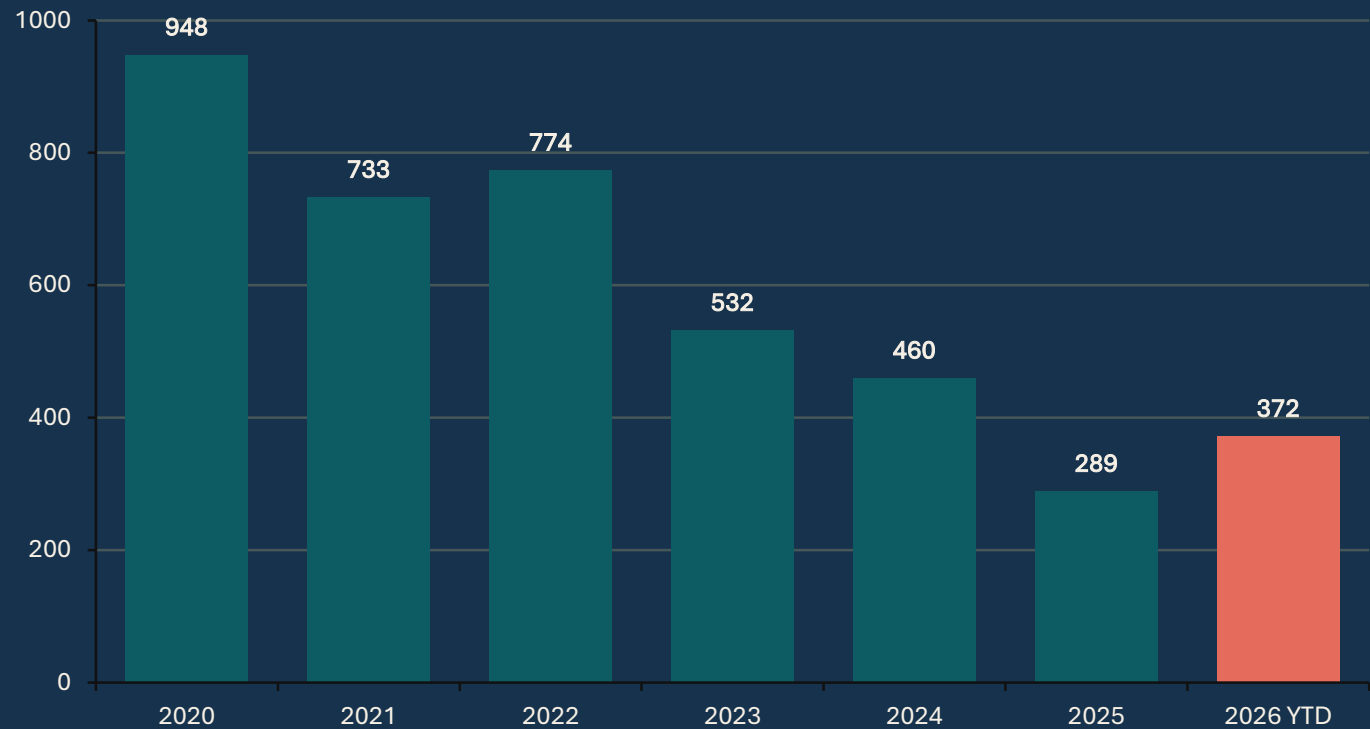
3,108 clinical visits

223 students • 13.9 visits per student

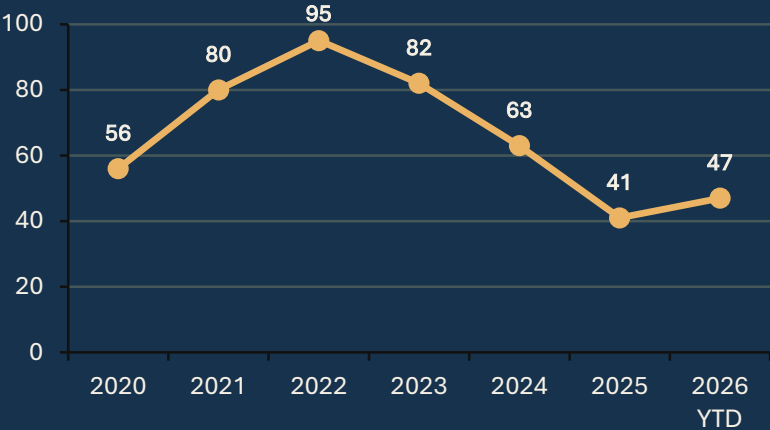
2026 YTD signals a clear rebound in demand

Visits have already surpassed full-year 2025, while the number of students served is also higher.

CLINICAL VISITS



UNIQUE STUDENTS



+29% 2026 YTD visits vs. full-year 2025

47 students already exceeds 2025's 41

2026 is year to date • counts should not be annualized

A STUDENT SUCCESS STORY

Feeling valued became the foundation for healthy development

Counseling created a safe place to identify, name, and regulate emotions and practice coping skills.

- 01 SAFE TO ENGAGE *Trust* fostered a therapeutic, growth-supporting relationship.
- 02 TOOLS TO USE “Stop, Think, Act” • breathing • “I feel...”
- 03 GROWTH AT SCHOOL Earlier communication, steadier coping, fewer outbursts.



Support at school—reinforced at home—strengthened regulation and self-advocacy.

269 students received 4,108 visits across 17 locations

269

unique students reached
2020–2026 YTD

4,108

clinical visits
2020–2026 YTD

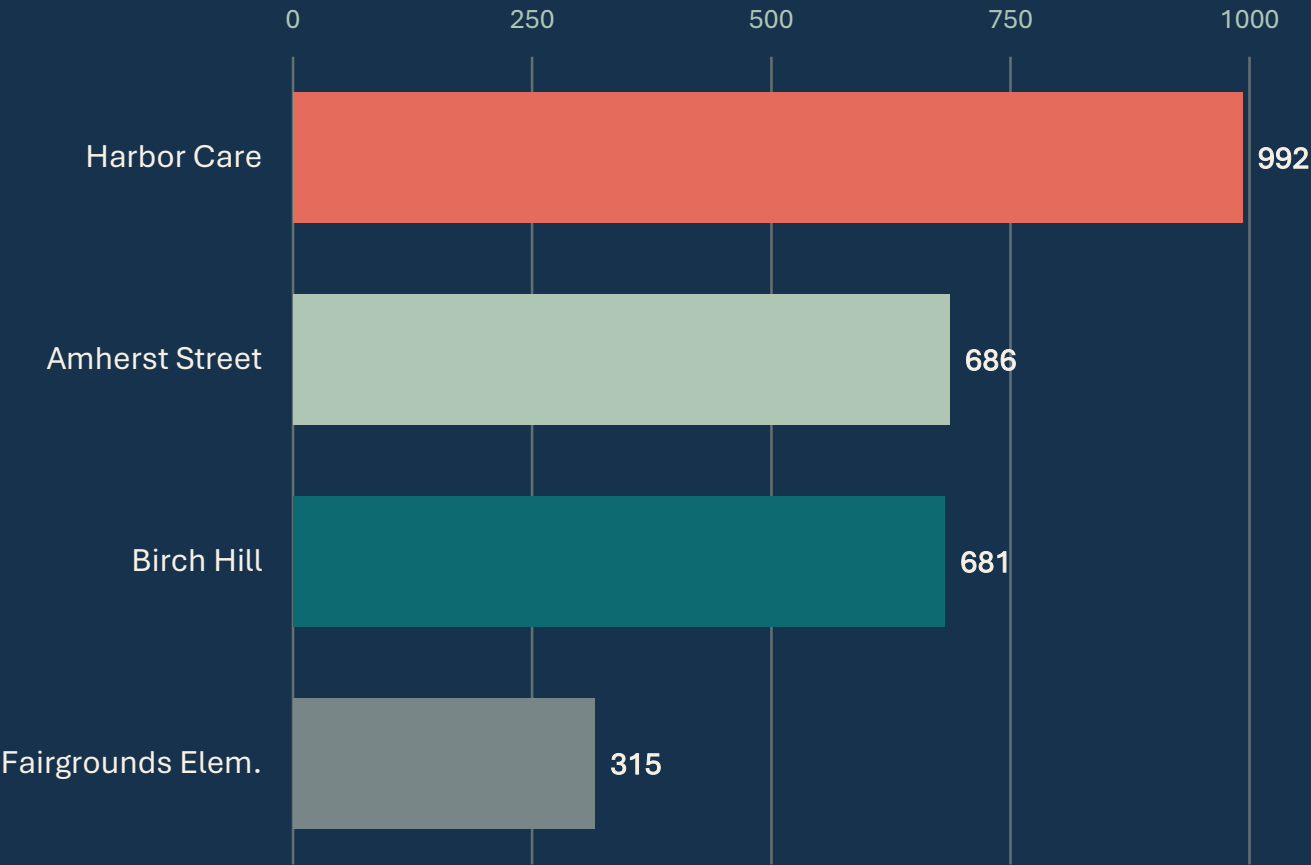
15.3

visits per student
program-wide

The volume reflects sustained clinical engagement—not a series of one-time contacts

Elementary schools account for the largest share of activity, while Harbor Care’s Health & Wellness Center extends access through a community setting.

Our four main sites account for 86% of adjusted visits



A STRONG ACCESS SPINE

Harbor Care and Amherst Street contribute 1,678 visits—54% of adjusted program activity.

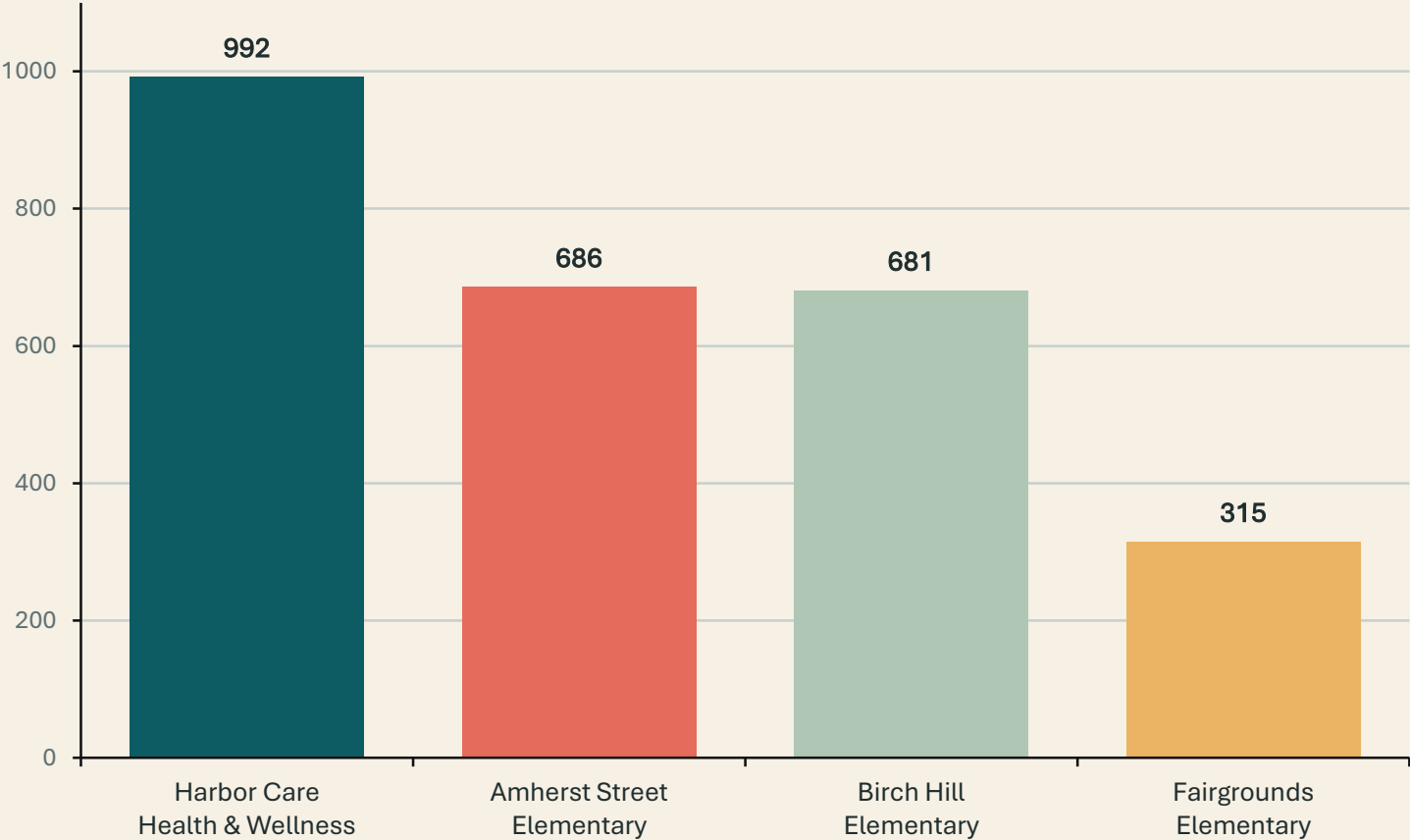
Elementary schools account for 1,919 visits, or 62% of the adjusted total, led by Amherst Street, Birch Hill and Fairgrounds.

Top four: 2,674 visits (86%)
Remaining 12 sites: 434 visits (14%)

Source: Harbor Care program data supplied Sept. 2, 2026; excluded-site and undetermined-school categories omitted from location rollup.

Four main access points in Nashua

Total visits at the four highest-volume locations shown • 2020–2026 YTD



A DISTRIBUTED ACCESS BASE

992 visits at Harbor Care Health & Wellness Center

Harbor Care records 306 more visits than Amherst Street and 311 more than Birch Hill.

Amherst and Birch Hill are essentially tied—just five visits apart—while Fairgrounds adds 315 visits.

2,674 visits across these four locations • 65% of program activity

Source: Harbor Care program data supplied Sept. 2, 2026.



NASHUA
SCHOOL DISTRICT
Gateway to Opportunity

Memorandum of Understanding

Between

Nashua School District (NSD)

and

Nashua Association of School Administrators and Supervisors (NASAS)

This Memorandum of Understanding (MOU) sets the terms and understanding between NSD and NASAS to update language in the current contract regarding the Special Ed Coordinators work year.

This MOU is to modify and provide clarity on the work year for the Special Ed Coordinators, moving them from 260 days per year to 214 days per year starting with the 2026-2027 school year.

Current Contract Language:

10:1 Work Year

- A. All Association members shall work the days listed in Appendix A-1.
- B. As a professional, all Association members are expected to devote to work the time necessary to accomplish the task at hand which may include meetings, conferences, programs and/or workshops which extend or are beyond the normal eight-hour workday.

New Proposed Language:

10:1 Work Year

- A. All Association members shall work the days listed in Appendix A-1.
- B. As a professional, all Association members are expected to devote to work the time necessary to accomplish the task at hand which may include meetings, conferences, programs and/or workshops which extend or are beyond the normal eight-hour workday.
- C. The work year for Special Ed Coordinators shall consist of 214 days between July 1 – June 30. The 214 days shall consist of 12 days that Summer School is in session, 2 days post summer school, 10 days prior to the teachers returning, 184 teacher workdays, and 6 days after the last day of school.

For the Nashua Association of School Administrators and Supervisors (NASAS)

Date: 9/9/2026

Leslie Anton, President

For the Nashua Board of Education

Date: _____

Jennifer Bishop, Board of Education President

Timothy P. Bragan & Hajnalka E. Hartl
14 Ventura Circle
Nashua, NH 03062

September 3, 2026

Ledge Street Elementary School
Attn: Ross McLean, Principal
139 Ledge Street
Nashua, NH 03060

Re: Donation to the Ledge Street School Food Service Program

Dear Principal McLean,

We are pleased to make a donation of **\$5,000** to the Ledge Street School Food Service Program. It is our hope that these funds will help ensure that no child at Ledge Street goes without breakfast or lunch due to financial hardship.

We ask that this gift be used specifically and exclusively to cover unpaid meal balances and provide breakfast and lunch for students demonstrating genuine financial need — not as general operating support for the food service program, and not to offset costs for families who are otherwise able to pay. We trust the school's existing free/reduced-lunch eligibility criteria (or comparable need-based determination) to identify the students who should benefit from this gift.

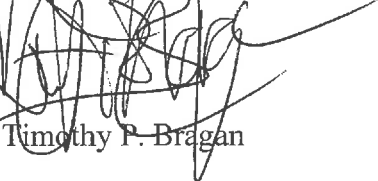
To that end, we respectfully request the following:

1. **Use of Funds** — This donation is to be applied solely toward covering meal costs (breakfast and/or lunch) for students identified as being in financial need, whether through federal free/reduced-price meal eligibility or another need-based determination made by school staff.
2. **No Means Testing Burden on Families** — We ask that the funds be applied administratively (e.g., to clear negative lunch balances or subsidize meals for eligible students) so that no child or family is singled out or made to feel stigmatized in the process.
3. **Confidentiality** — We ask that the identities of the students benefiting from this gift remain confidential, in keeping with standard school privacy practices.
4. **Duration/Exhaustion** — These funds should be used until exhausted, prioritizing students with the greatest need first.
5. **Accounting** — We would appreciate a brief, general summary (no student names required) at the end of the school year confirming how the funds were used — for example, the approximate number of students assisted and/or total meal balances covered.

We are happy to answer any questions and to work with you or the district's business office to ensure this gift is administered smoothly and in keeping with these wishes.

Thank you for the work you and your staff do every day to make sure Ledge Street Elementary students are fed and ready to learn.

Sincerely,



Timothy P. Bragan



Hajnalka E. Hartl