

**BOARD OF EDUCATION**

**MONDAY, JULY 21, 2025**

**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>

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**AGENDA**

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ROLL CALL

OPENING STATEMENT

PLEDGE OF ALLEGIANCE

**RECOGNITION/PRESENTATION:** DIBELS Data Presentation

**CONSENT AGENDA**

- Human Resources Committee Meeting Minutes June 23, 2025
- Board of Education Meeting Minutes June 23, 2025
- Policy Committee Meeting Minutes July 15, 2025
- Finance & Operations Committee Meeting Minutes July 15, 2025
  - June 2025 Financial Report
- 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**

- Recommendation to approve the two-year contract with Effective School Solutions (ESS) for the development, implementation, and evaluation of Social, Emotional, and Behavior (SEB) programming in an amount not to exceed \$500,000.00 (2 years).
- Recommendation to approve the Special Education Contracts listed on the F&O Memo dated July 15, 2025 under their corresponding accounts.
- Recommendation to approve the FY25 June Transfer Report

**COMMITTEE ON POLICY**

*First Reading*

- JICJ – Student Use of Personal Electronic Communication Devices

*Second Reading*

- None

**COMMITTEE ON CURRICULUM AND EVALUATION**

**COMMITTEE ON HUMAN RESOURCES – July 21, 2025**

- Recommendation to suspend the rules to consider items from the HR meeting held earlier this evening
- Recommendation to approve the Personnel Recommendations of July 21, 2025

- Recommendation to approve the Administrative Recommendations of July 21, 2025
- Recommendation to approve the Senior Administrative team contracts.

## UNFINISHED BUSINESS

## NEW BUSINESS

- Facility Master Plan Add-On Service
- Food Service Student Meal Rate Increase
- Update on Federal Grants - discussion

## 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, August 25, 2025 @ 6:00 pm**

## Upcoming Negotiation Dates

FEC/SLI, 8/12/25 @ 12:00 pm (subject to change)

## ADJOURNMENT

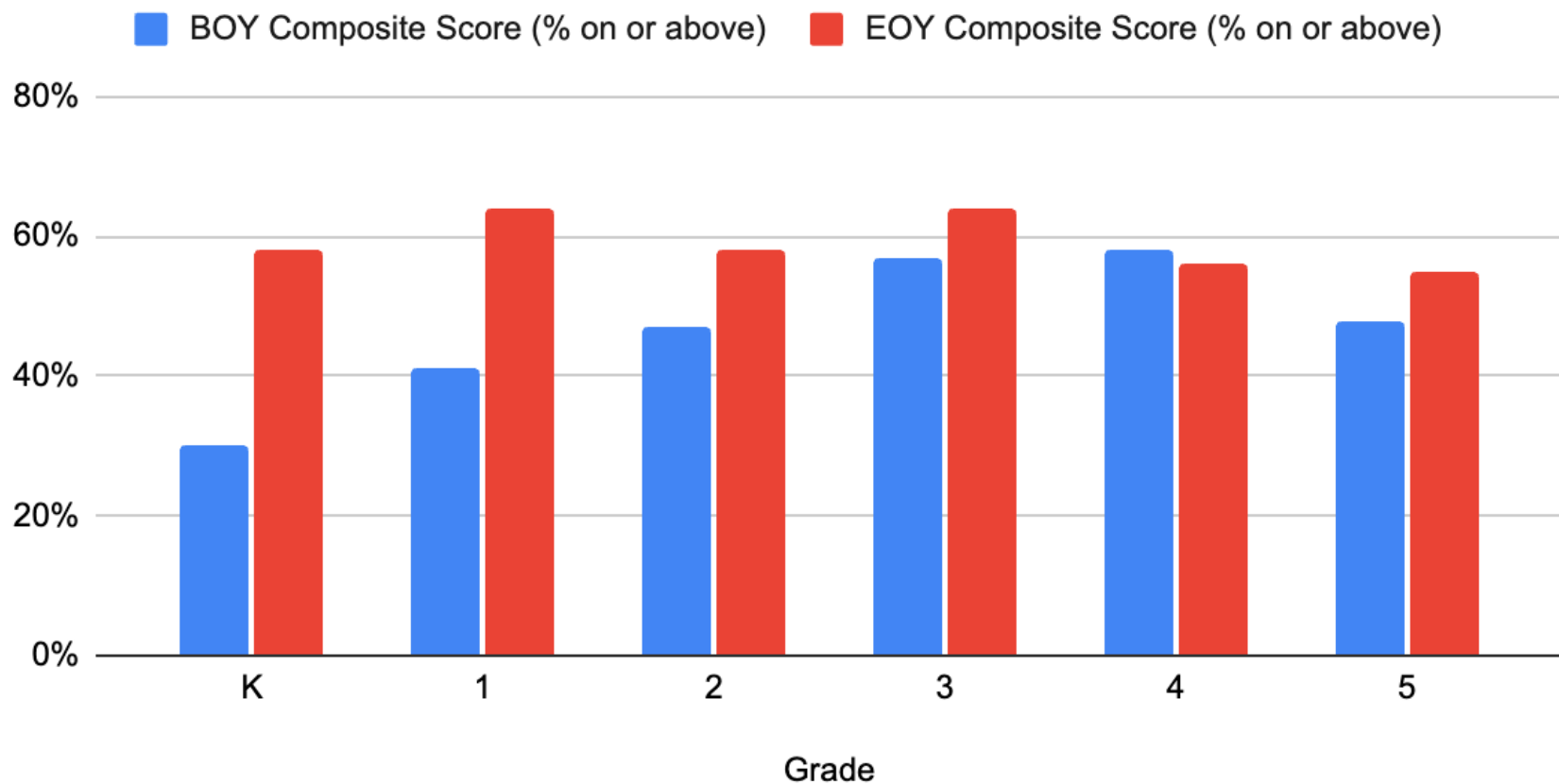
NONMEETING FOR NEGOTIATIONS, IF NEEDED

NONMEETING WITH COUNSEL, IF NEEDED

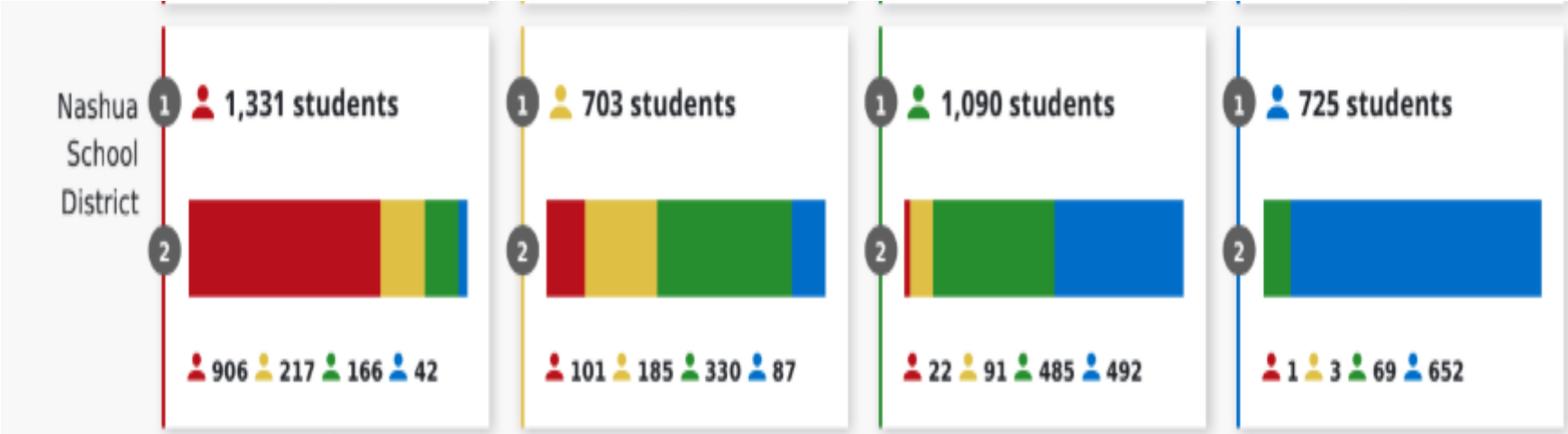
# EOY Elementary DIBELS Data

June 2025

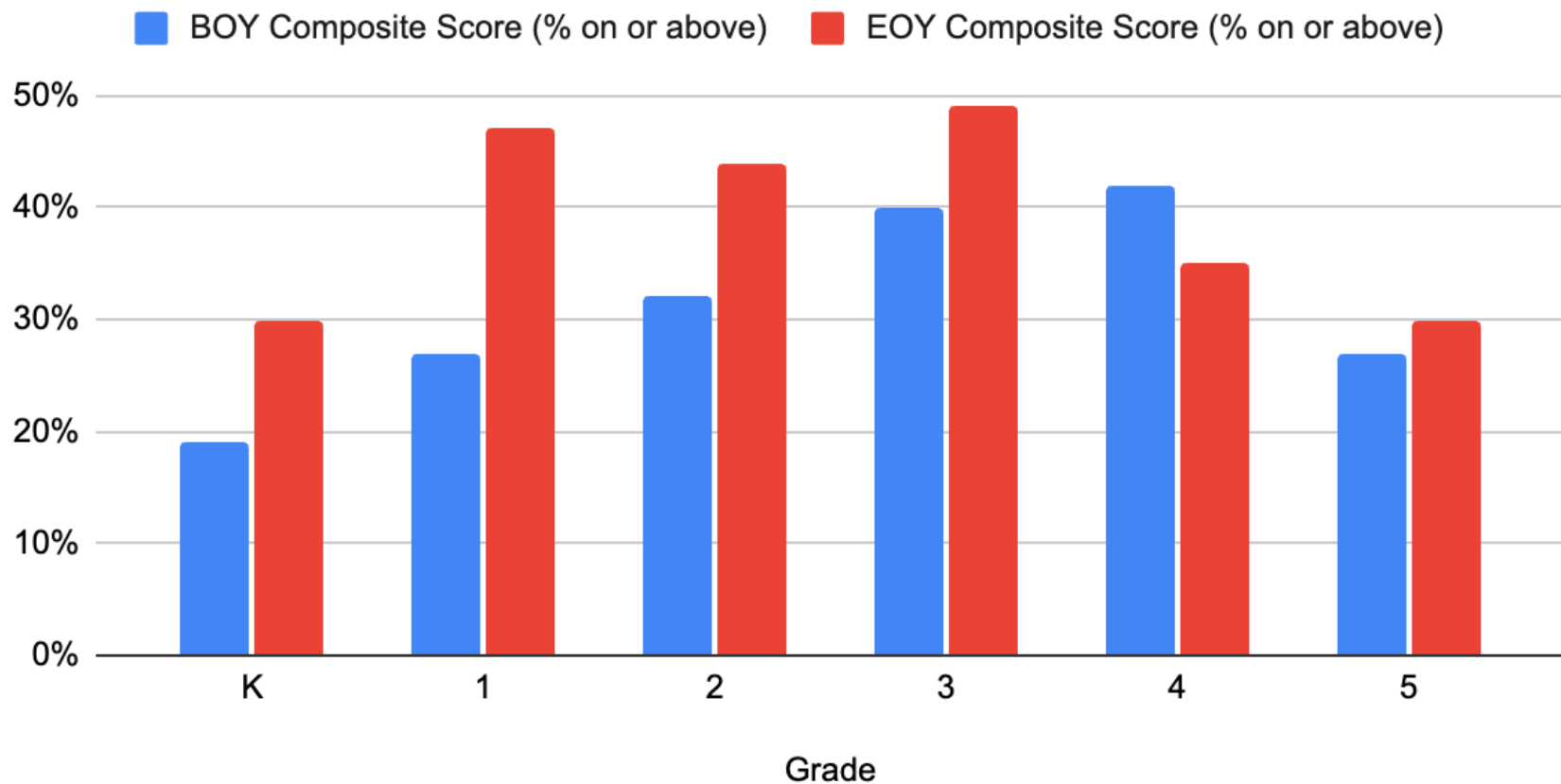
# BOY Composite Score (% on or above) and EOY Composite Score (% on or above)



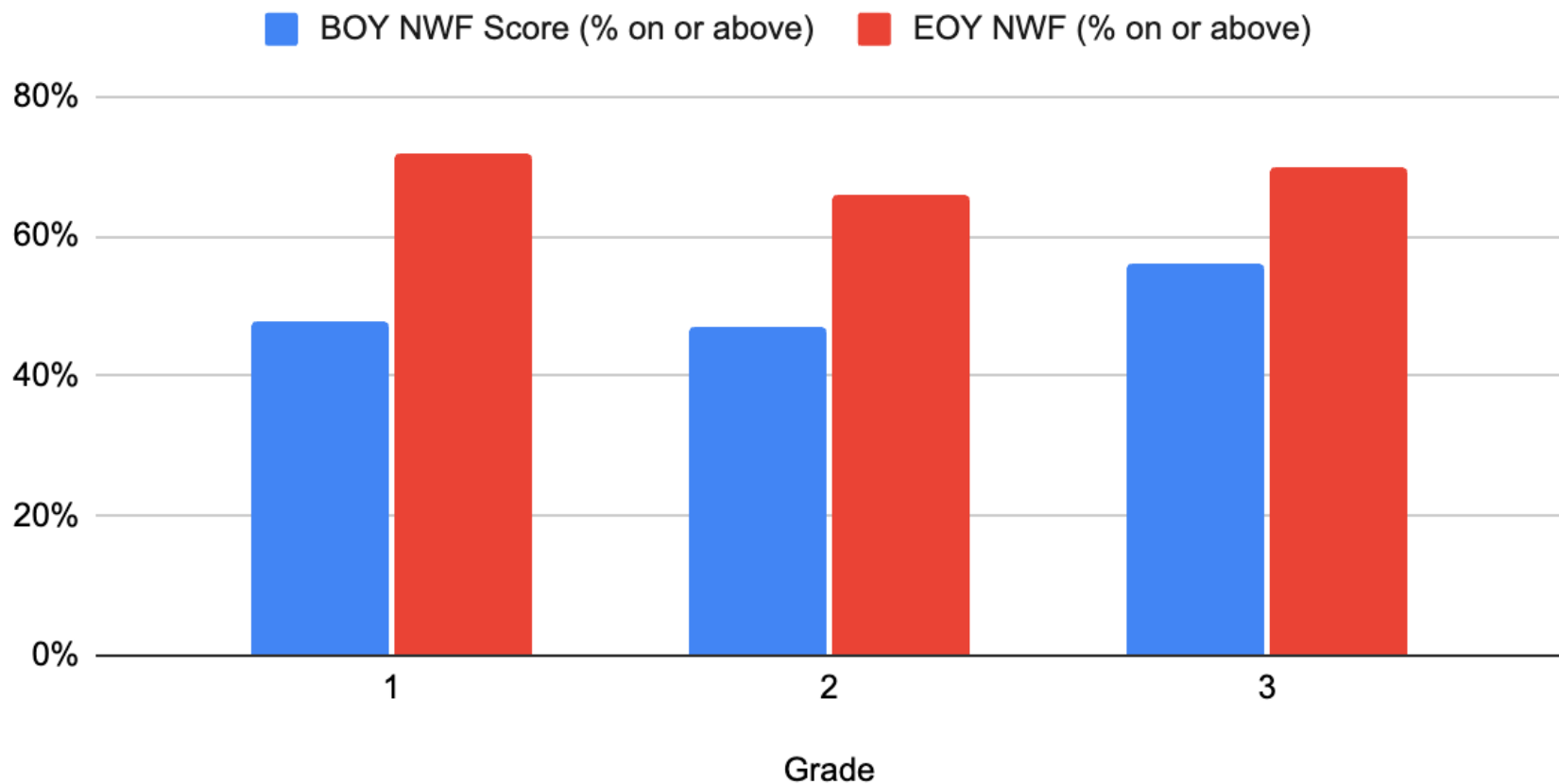
# Student Growth, by tier



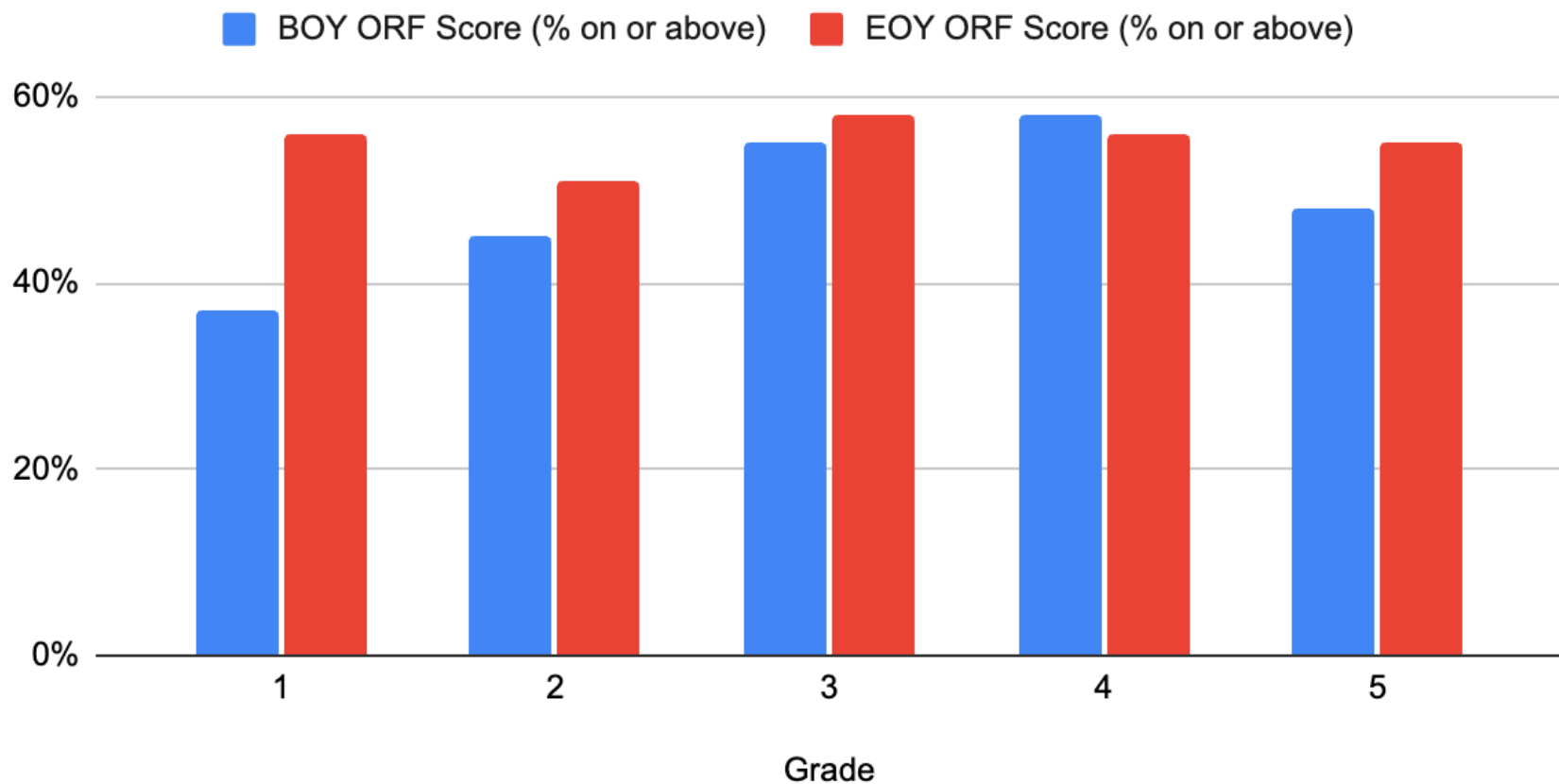
# BOY Composite Score (% on or above) and EOY Composite Score (% on or above)



# BOY NWF Score (% on or above) and EOY NWF (% on or above)



# BOY ORF Score (% on or above) and EOY ORF Score (% on or above)



## MEMORANDUM

To: Nashua Board of Education

From: Special Education Dept.

Date: July 15, 2025

RE: Social, Emotional and Behavioral Programming

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The Nashua School District put forth a Request for Proposal (RFP) to assist the District in the development, implementation, and evaluation of **Social, Emotional, and Behavioral (SEB) programming**. The goal is to design a comprehensive framework that fosters student well-being, supports mental and behavioral health, promotes safe and inclusive learning environments, and strengthens the district's capacity to educate the whole child. This initiative aligns with the district's mission to empower student success by ensuring every student feels safe, valued, supported, and connected at school. The District asked bidders to propose a two-year plan.

Three (3) proposals were received:

1. Constellations Behavioral Services, \$1,260,000
2. Effective School Solutions, \$500,000
3. Calmer Schools & IM4, \$98,902

The District special education team reviewed the proposals and selected *Effective School Solutions* to be the best-qualified, lowest bidder.

Annually, the following accounts will be utilized to offset this cost:

1. IDEA (BCBA position unfilled)	\$105,000.00
2. Operating Budget (1 school Psych unfilled)	\$83,000.00
3. Operating Budget (2 school Psych interns unfilled)	\$36,000.00
4. Contract Services	<u>\$26,000.00</u>
TOTAL:	\$250,000.00 (annually)

***Recommendation to approve the two-year contract with Effective School Solutions (ESS) for the development, implementation, and evaluation of Social, Emotional, and Behavior (SEB) programming in an amount not to exceed \$500,000.00 (2 years).***

**SERVICE ORDER**

All Services will be provided pursuant to the accompanying General Terms and Conditions for the Purchase of Services (the "Terms"). Capitalized terms in this Service Order have the same meaning as in the Terms.

**Service Order Effective Date:** Start-up begins July 1, 2025/  
Clinical programming begins August 25, 2025

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**Service Order Expiration Date:** June 30, 2027 <sup>stet</sup>

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**Service Delivery Start Date:** Start-up begins July 1, 2025/  
Clinical programming begins August 25, 2025

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**District Name:** Nashua School District

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**District Address:** 141 Ledge Street Nashua, NH 03060

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**School(s) receiving Services:** Broad Street Elementary School

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(subject to change based on mutual written agreement by ESS and the District)

Effective School Solutions, either directly or through its other affiliated professional entity(ies), (collectively, "ESS"), will provide the Services for the Term.

**District to complete the following table:**

Department	Contact Name	Contact Email	Contact Phone #
<b>Business/Contracts</b> (Executed copy of the Agreement will be sent here)	Krystal DeGray COO	degrayk@nashua.edu	6039661013
<b>Billing/Invoices</b>	NSD Accounts Payable	NSDAccountspayable@nashua.edu	
<b>District Human Resources</b>	Michael Bouse	Bowsem@nsd.edu	6039661075

**Services:\***

Service	# of Units
<b>Start Up Services</b> (including recruiting, staffing, implementation planning and consultation on the creation of a sensory room, review of possible outplaced student returners if applicable)	Included
<b>Tier 3 Intensive Clinical Services*</b>	One (1) clinician/cohort at Broad Street Elementary School
<b>Tier 2-3 Flex Clinical Services</b>	N/A
<b>Tier 2</b>	N/A
<b>Wellness Coach/Care Support Specialist Services</b>	N/A
<b>Schoolwide Tier 2 Crisis Assessment and Response Services</b>	N/A
<b>Mental Health Technician (MHT) Services</b>	One (1) Mental Health Technician at Broad Street Elementary School
<b>Professional Development (PD) Group Sessions**</b>	Up to twelve (12) hours
<b>Professional Development Coaching</b>	N/A
<b>Consulting</b>	Included
<b>Supervision and Oversight</b>	Included
<b>Risk Management by ESS Quality Management Clinical Expert</b>	Included
<b>Regional Vice President support</b>	Included
<b>Data Analysis, Progress Monitoring, and Infrastructure Support Services</b> Including quarterly formal reports and MindBeat Pulse Dashboard, Relias Training Platform for ESS clinical staff, Data Storage Warehouse, Arctic Wolf Digital Security Services, Electronic Medical Record (EMR) licenses for ESS clinical staff, secure clinical data storage, furniture to equip therapeutic spaces, implementation start-up meetings, and clinician laptop(s).	Included
<b>ESY Services for Summer 2025, 2026 ***</b>	N/A
<b>Additional Services and Notes:</b>	

\* See Exhibit 1 for cohort sizes and session frequency for each tier of service

\*\*Embedded PD hours are only to be used from the ESS PD library and cannot be substituted for other paid PD services

\*\*\* The ESY summer program is a five-week program scheduled during the months of July and August and includes twice-weekly group therapy sessions of seventy-five (75) minutes each and individual or family therapy sessions every other week. ESY includes up to 10 students per full time licensed ESS staff member assigned.

**Fees; Payment.**

School Year* Pricing (inclusive of all clinical, professional development and consulting services)	School Year Annual Amount		School Year Monthly Amount		District Election (check only one box; selection must match election in Authorization section below)
	Price Without Reimbursement	25-26 SY:	\$250,000	25-26 SY:	
	26-27 SY:	\$250,000	26-27 SY:	\$20,833/mo.	

\*For the purposes of this service order the school year is considered to be the 10-month period comprising the District’s school calendar, not including the summer months.

Extended School Year (ESY) Pricing	ESY Annual Amount	ESY Monthly Amount	District Election (check only one box; selection must match election in Authorization section below)
Price Without Reimbursement	N/A	N/A	<input checked="" type="checkbox"/>

**District Reimbursement Authorization Election.**

During the Term, the District:

- Authorizes ESS to submit claims for Services provided to the District’s students who are covered beneficiaries under **both insurance and Medicaid** (as those terms are defined in the Terms). If the District currently bills Medicaid for Services but intends to stop billing some or all Services to enable ESS to commence billing, **Exhibit 2** govern.
- Authorizes ESS to submit claims for Services provided to the District’s students who are covered beneficiaries under **insurance only**.
- Does not authorize** ESS to submit claims for Services provided to the District’s students under either insurance or Medicaid.

The District’s reimbursement election will not result in any changes to the Services delivered, to parents incurring out-of-pocket costs, or create additional workload for District staff.

Total Fee:     \$500,000    

- a. For the Term, the District will pay ESS the Total Fee for all Services covered in this Service Order.
- b. The District will pay the Total Fee, excluding fees for ESY, in accordance with the following payment schedule:
  - 25-26 SY: \$250,000
  - 26-27 SY: \$250,000

Monthly payments as follows:

- 7/25 – 6/26: \$20,833/mo.
- 7/26 – 6/27: \$20,833/mo.

- c. The District will pay any fees related to ESY in accordance with the following payment schedule:
  - 25-26 SY: N/A
  - 26-27 SY

Monthly, one-time payment as follows:

- N/A

This Service Order may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. Facsimile or pdf signatures will be deemed as effective as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals the day and year below written.

**EFFECTIVE SCHOOL SOLUTIONS, LLC**

**NASHUA SCHOOL DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit 1  
Program Model Details**

<b>Program Model Details</b>	<b>Tier 3 Intensive</b>
Group Therapy (max size = 10/group)	Up to daily
Individual Therapy	Up to weekly
Family Therapy	Up to bi-weekly
Urgent & “Push In” Support	Included
Parent/Caregiver Support Group	Included
Screening and Assessment	Included
Crisis Assessment for Students in Cohort	Included
Structured Lunch for Students in Cohort	Included
Participation/Facilitation of Teacher-led Study Skills Class	Included
*Max Caseload per Clinician (assumes all students in same tier)	Up to 12

\*It is anticipated that caseload will begin at 12:1 but can fluctuate up to 16:1. Should the caseload expand to 16:1, ESS will differentiate treatment across this broader caseload of students.

**Exhibit 2**

The Service Delivery Start Date will be the default authorization date for ESS to begin billing Medicaid and/or commercial insurance for any service for which ESS is authorized to bill in accordance with the table below. If a different date is entered in the column marked “Authorized Date”, then ESS will be authorized to begin billing Medicaid and/or commercial insurance for services provided on or after such Authorized Date.

**District to complete the following table, as applicable to implementation:**

<b>CPT Code</b>	<b>CPT Code Definition</b>	<b>Service Definition</b>	<b>ESS Authorized to Bill</b>	<b>Authorized Date (if applicable)</b>	<b>ESS Not Authorized to Bill</b>
90832	Psychotherapy, 30 minutes (16-37 minutes)	Individual Therapy Session	<input type="checkbox"/>		<input checked="" type="checkbox"/>
90834	Psychotherapy, 45 minutes (38-52 minutes)	Individual Therapy Session	<input type="checkbox"/>		<input checked="" type="checkbox"/>
90837	Psychotherapy, 60 minutes (53 minutes and over)	Individual Therapy Session	<input type="checkbox"/>		<input checked="" type="checkbox"/>
90846	Family psychotherapy, without patient present	Family Therapy Session, without the student	<input type="checkbox"/>		<input checked="" type="checkbox"/>
90847	Family psychotherapy, with patient present	Family Therapy Session with the student	<input type="checkbox"/>		<input checked="" type="checkbox"/>
90853	Group Psychotherapy (not family)	Group Therapy Session	<input type="checkbox"/>		<input checked="" type="checkbox"/>
90839	Psychotherapy for crisis, 60 minutes (3074 minutes)	Therapy session to support a Crisis	<input type="checkbox"/>		<input checked="" type="checkbox"/>
90791	Psychiatric Diagnostic Evaluation (usually just one/client is covered)	Initial Mental Health Assessment	<input type="checkbox"/>		<input checked="" type="checkbox"/>

**GENERAL TERMS AND CONDITIONS****1. General.**

- a) These terms and conditions, including any exhibits or appendix attached hereto (these “Terms”) govern the purchase of services between Effective School Solutions, LLC (“ESS”), and the party whose name appears on the service order, (the “District”). The services (“Services”) are defined in the service order to which these Terms are attached (the “Service Order”). These Terms (together with the Service Order, the “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The parties acknowledge that to comply with applicable law, the Services will be provided either directly by ESS or through any of its other affiliated professional entities. When such affiliated professional entities are providing such Services, references to “ESS” relating to the provision of Services in the Agreement will also include the applicable ESS affiliated professional entity(ies).
- b) To the extent that a provision of these Terms conflicts with a provision of the Service Order, the provision of these Terms will control, unless the Service Order expressly states that a provision is intended to modify a specifically identified provision of these Terms.
- c) Capitalized terms in these Terms have the same meaning as in the Service Order.

**2. ESS Personnel.**

- a) Individuals performing the Services (collectively, “ESS Personnel”) will have the necessary skills, experience, and qualifications to perform the Services, including but not limited to holding any licenses or certifications required to perform the Services in accordance with applicable state laws. All ESS Personnel will have satisfactorily completed all statutory requirements, including without limitation, applicable criminal history record checks, before providing Services to the District.
- b) The ESS Personnel will work under ESS’s direction and supervision of ESS, in conjunction with staff designated by the School.

**3. Term; Provision of Services.**

- a) The term (“Term”) of the Agreement will be the period commencing on the Service Order Effective Date (as specified in the Service Order) and ending on the Service Order Expiration Date (as specified on the Service Order), unless terminated earlier in accordance with this Agreement.
- b) During the Term, ESS will provide all Services and all ESS Personnel (defined below) will be present at all times during normal School hours on regularly scheduled School days during the regular school year (each, a “School Year”), in accordance with the School’s published academic calendar, except as otherwise specified in this Agreement or as agreed in writing between ESS and the District, subject to the following:

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- i. Multi-family therapy sessions and some individual family therapy sessions may be scheduled at the School during evening hours at ESS's discretion.
  - ii. In the event any ESS Personnel is absent, if requested by the District, ESS will exert its best efforts to assign a qualified substitute (either in-person or virtual if an in-person substitute is unavailable) to provide the Services. ESS will provide the District, if requested, with a credit of three hundred (\$300) dollars for each day of service missed by an ESS Personnel for whom an in-person or virtual substitute cannot be offered to the District, after an aggregate total of seven absences per number of contracted mental health professionals during the school year.
  - iii. If the student is absent on the date the individual or family therapy session is scheduled, or school is not held on the scheduled day for the Services, such Services will not be rescheduled and will not be considered an absence.
  - iv. Days during which there is an extended School facility closure (e.g., for public health reasons) will not constitute "regularly scheduled School days". Missed sessions due to extended School facility closures will not be considered absences. ESS may, in consultation with District personnel, make reasonable modifications to the delivery of the Services in the event of a School facility closure, the implementation of required virtual learning, staggered schedules, and/or other modifications to address public health guidance or other extraordinary circumstances beyond both parties' control.
- c) ESS will be reasonably available prior to the start of each School Year for consultation for preparation of the launching of Services and to provide parent informational sessions to help assist in the transition of students returning to the School and entering ESS programming. Furthermore, in the weeks preceding the beginning of each School Year, ESS will provide all necessary clinical evaluations of students to ensure that they are appropriate for ESS programming.
  - d) In consultation with the District, ESS may prorate the Fee based on the number of ESS Personnel available at the start of the School Year or in the event of other extraordinary circumstances.
  - e) ESS will have sole discretion to determine whether a student can enter or remain in the cohort of students served (the "Cohort") once a student has been identified by the School for Services. However, it is expressly understood that the primary reason for ESS to either reject a student or remove a student from the Cohort, after considering the input of the appropriate personnel of the School, is a student's unwillingness to appropriately participate in the Services outlined in the Agreement or, in the sole opinion of the ESS Personnel, the student is a danger to themselves or others.
4. **District Responsibilities.** The District shall (each a "District Responsibility"):
- a) Assist ESS in obtaining all consents that ESS determines are necessary and/or appropriate under applicable laws and/or professional standards for the provision of Services.

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- b) Designate ESS as a “school official” by the District for the purpose of providing Services to students pursuant to the terms of the Agreement.
- c) Cooperate with ESS in ESS’ actions to comply with Equal Employment Opportunity laws and guidance, including but not limited to providing reasonable accommodations to ESS’ employees for disabilities, pregnancies, and sincerely held religious beliefs as required under federal, state, and local law.
- d) Not have the authority to counsel, discipline, or terminate the employment of any ESS Personnel. Rather, the District agrees to provide timely feedback to ESS of any concerns about ESS Personnel or the Services, to enable ESS to address such concerns as promptly as possible. If, after good-faith discussions, the District remains unsatisfied with any ESS Personnel for any lawful reason, the District may request a change in the professional assigned, in writing. ESS will honor such requests as quickly as possible but in no event later than seventy-five (75) days from ESS’s receipt of the written request.
- e) Provide ESS with the following:
  - i. a confidential office that complies with applicable public health and safety laws for the mental health professionals to provide individual therapy sessions at the School;
  - ii. a classroom or similar space that complies with applicable public health and safety laws to conduct group therapy sessions, multifamily therapy groups and study skills classes; if ESS provides furniture at its expense per a Service Order, the District will maintain responsibility for the costs of any removal of such furniture at the termination of the contract.
  - iii. filing cabinet(s) with locking mechanisms to secure confidential records;
  - iv. use of telephones for each assigned mental health professional at no cost to ESS;
  - v. Internet access with connectivity during regularly scheduled school days or reimbursement to ESS of the cost of hotspot devices;
  - vi. access to its primary point of contact for the Service Order, its superintendent, and business administrator for at least two meetings per year with ESS, one to occur on or around the first quarter of each School Year and the other to occur on or around the mid-point of each School Year; and
  - vii. access to student education records including grades, attendance rates and disciplinary incidents for each student in the Cohort, in a manner prescribed by the District, subject to state and federal requirements for confidentiality of student education records and personally identifiable information.
- f) Obtain any and all consents required to be obtained by applicable laws, regulations and/or District policies and provide any and all notices required to be provided by applicable laws, regulations and/or District policies in connection with ESS’s provision of crisis assessment, response, and re-entry provided by ESS under the Agreement for any crisis assessment services that the District requests for students outside of the Cohort. Further, the District shall file any

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reports with governmental authorities that are required to be filed by applicable laws and regulations in connection with ESS's provision of crisis assessment, response and re-entry provided by ESS under the Agreement.

- g) Request professional development training at least thirty (30) days in advance of the training, provided that ESS will not be obligated to provide more than one individual per professional development training, and ESS's provision of professional development training on staff development days shared with multiple districts will be subject to the availability of ESS Personnel.
- h) ESS will not be responsible for any delays or inability to provide the Services to the extent attributable to the District's delay in fulfilling or failure to fulfill any District Responsibility or any other obligations in the Agreement.

### **5. FERPA; Records; Proceedings.**

- a) All records of the Services provided by ESS to students of the District will be considered Education Records, as defined by the Family Educational Rights and Privacy Act (FERPA), and will be maintained by ESS in accordance with applicable law on behalf of the District. ESS will make all records of Services provided to such students in the Cohort available to the District upon request or as required in order to deliver Services to the student at issue, including but not limited to, in the event of a due process hearing under state or federal law. ESS will provide parents/students with an acknowledgement for their signature, confirming that any information received by ESS from the student may become part of the student's Education Record retained by the District. Upon request, ESS will provide the District access to all original records pertaining to that student. Any records retained by ESS will continue to be treated as Education Records pursuant to FERPA. Notwithstanding the foregoing, if ESS becomes a state-licensed healthcare entity during the Term, ESS's records could become subject to the Health Insurance Portability and Accountability Act (HIPAA) and applicable state patient privacy laws. If that occurs, ESS will notify the District in writing, and ESS will comply with all applicable requirements. In all cases, to the extent that confidential student education or health records or other confidential student information comes into ESS's possession, ESS will not further disclose that information without appropriate parental consent unless required or permitted by applicable law.
- b) If ESS or ESS Personnel is requested by a third party (pursuant to a subpoena or otherwise) to provide documents, testimony, or other information concerning the School, its personnel, or students, ESS will provide notice to and seek guidance from the District before responding to any such request, unless ESS reasonably believes it is prohibited by law from doing so. In addition, ESS will use its best efforts to comply with any and all laws and regulations concerning the disclosure of information that is covered by FERPA, HIPAA, or other applicable law. The District agrees that it will hold ESS and ESS Personnel harmless, and protect them from retaliation, in connection with their lawful participation or compliance with,

or lawful election not to participate in or comply with, any such proceedings or third-party requests.

**6. Payment Terms.**

- a) Payment will be made consistent with the schedules listed on the Service Order.
- b) Payment will be made via ACH transfer or via check payable to Effective School Solutions LLC.
- c) Unless otherwise specified in the Service Order, the first payment will be due on September 1 of the first School Year specified in the Service Order. Subsequent payments will be due on the first day of every month thereafter.
- d) Nonpayment of fees ninety (90) days following the invoice due date will incur a late payment charge of the lesser of one and a half percent (1.5%) per month or the maximum rate allowed by law, and the District will be obligated to pay ESS all costs and expenses that ESS incurs in connection with the collection of any unpaid invoice, including reasonable legal fees.
- e) The District agrees to work proactively with ESS to schedule dates of the delivery of ESS Services related to professional development, and the District will ensure the availability of the District's staff for delivery of such Services. Unused units will not roll over to a subsequent school year, renewal, or any new Service Order.

**7. Reimbursement.** Subject to the District's election in the Service Order, the District hereby agrees that, as of the Service Order Effective Date and throughout the Term of the Agreement, ESS may submit claims for Services provided to students who are covered beneficiaries under commercial or private health insurance plans (collectively "insurance") and/or to Medicaid or Children's Health Insurance Plan ("CHIP") (collectively "Medicaid") for the Services provided to the District's students, as indicated in the Service Order, subject to the following:

- a) The District may send or ESS, on behalf of the District, may send a general communication (e.g., email, pamphlet, or flyer) to parents or guardians of students regarding the option to allow ESS to bill insurance and/or Medicaid.
- b) ESS will provide notice to parents and guardians pursuant to 34 C.F.R. 300.154 and 300.503. ESS will subsequently obtain written consent from parents or guardians who agree that ESS may access their insurance plans or Medicaid benefits, and ensure the consent complies with the requirements at 34 C.F.R. Part 99 and Part 300, where applicable.
- c) ESS will collect insurance and/or Medicaid information from parents or guardians of students who agree to ESS billing their insurance plans.
- d) ESS may submit eligible claims for reimbursement of Services to insurance or Medicaid payers through a third-party administrator or billing services organization.
- e) **The District warrants that it does not currently, nor will it for the term of the Agreement, bill insurance or Medicaid for any Services reflected in the Service Order, except for any Services specifically indicated in Exhibit 2 of the Service Order, if any.** To the extent that

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the District bills insurance or Medicaid for any Services provided by ESS to a student of the District:

- i. Such Services, including each Service's Current Procedural Terminology ("CPT") code, shall be identified in Exhibit 2 of the Service Order; and
  - ii. the District agrees to hold harmless, indemnify and defend ESS, its affiliates, and its and their directors, employees, agents, successors and permitted assigns (the "ESS Indemnitees") from any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, investigations, penalties, fines, costs, or expenses of whatever kind, incurred by the ESS Indemnitees, relating to, resulting from, or occurring in connection with insurance, Medicaid, or Medicaid managed care organization billing by the District, its employees, agents, or independent contractors, including but not limited to, audits, investigations, recoupments, claim denials, coordination of benefits issues, or any other utilization review or management measures employed by Medicaid or insurance payers.
- f) Without limiting the terms of Section 7.e.ii., above, each party agrees to assume full responsibility and obligations for all Services billed to insurance and/or Medicaid under the Agreement, for the specific dates each party billed insurance and/or Medicaid, including but not limited to, payments, recoupments, audits, overpayments, under payments, billing errors, fines, penalties, and tax liability, if any.

**8. Compliance with Laws.** ESS and the District each represent and warrant that it will comply with applicable federal, state, and local employment, labor, public health and safety laws, and public health guidance in the conduct of the work supported by the Agreement, and that it will cooperate with the other in the other's compliance with such laws and guidance.

**9. Indemnification; Limitation of Liability.**

- a) The District agrees to indemnify, hold harmless, and defend ESS, its affiliates, and its and their directors, employees, agents, successors and permitted assigns, from any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, investigations, penalties, fines, costs, or expenses of whatever kind, incurred relating to, resulting from, or occurring in connection with (i) any actual, alleged, or investigated violation by the District, its employees, representatives, agents, or assigns, of any applicable federal, state, or local statute, regulation, ordinance, or order or (ii) any breaches of representations and warranties, conditions or covenants.
- b) With the exception of indemnification liability and the liability under Section 13 (Non-Solicitation) of the Agreement, neither party shall be liable for special, incidental or consequential damages or lost profits (however arising, including negligence) arising out of or in connection with the Agreement, even if such party has been advised of the possibility of such damages. With the exception of indemnification liability and liability under Section 13 (Non-Solicitation) of the Agreement, in no event shall either party be liable to the other party

in an amount greater than the amount paid or to be paid under the Agreement. This limitation of each party's liability is cumulative, with all payments for claims or damages in connection with the Agreement giving rise to the claim being aggregated to determine satisfaction of the limit. The existence of one or more claims will not enlarge the limit.

**10. Renewal; Termination.**

- a) Unless otherwise explicitly stated on the Service Order, the District will notify ESS of its intent to renew or not renew the Agreement for the following School Year by April 1 of the year of the Service Order Expiration Date. If the District fails to provide such notice, ESS may notify students and families receiving Services from ESS of the discontinuation of Services within forty-five (45) days prior to the end of the School Year, consistent with therapeutic best practices.
- b) The Agreement may be terminated for Cause upon written notice. With respect to the termination of the Agreement by the District, the term "Cause" means the following: Gross misconduct of an ESS employee that is significantly injurious to the District or the material breach by ESS of any material provision of the Agreement and failure to cure the aforementioned within fifteen (15) business days after receipt of written notice of such breach. With respect to the termination of the Agreement by ESS, the term "Cause" means the following: The District's material breach of any material provision of the Agreement and failure to cure same within fifteen (15) business days after receipt of written notice of such breach.
- c) The parties hereby agree that the District's failure to pay the amount due under the Agreement for two (2) consecutive months will constitute a material breach of the Agreement, which requires no further notice or opportunity to cure and entitles ESS to terminate the Agreement and all of its obligations hereunder immediately upon written notice to the District.
- d) Upon termination of the Agreement by either party, for any reason, any fees due to ESS under the Agreement that have not been paid by the District will be immediately due and payable to ESS.

**11. Insurance.** ESS will maintain liability insurance coverage in the minimum amount of \$1,000,000.00. At the written request of the District, ESS will furnish the District with a copy of the certificate of insurance.

**12. Intellectual Property Rights.** All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to the District under the Agreement or prepared by or on behalf of ESS in the course of performing its obligations under the Agreement (collectively, the "Deliverables") except for any confidential information of the District or District materials will be owned by ESS. Subject to the District's payment in full of all amounts due to ESS, ESS hereby grants the District a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicenseable, fully paid-up,

royalty-free, and revocable basis to the extent necessary to enable the District to make use of the Deliverables for the purposes intended by the Agreement during the Term unless otherwise agreed upon in writing with ESS; provided that the District may use consultation Deliverables and professional development and coaching participant guides following the expiration or termination of the Agreement (unless terminated by ESS for Cause) to the extent necessary to enable the District to make use of such materials for the purposes intended by the Agreement.

**13. Non-Solicitation.**

- a) The District acknowledges that as a result of training by, experience with, and a relationship with ESS, all ESS employees are privy to much or all of ESS' trade secrets, confidential information, and proprietary information, which may include but are not limited to, pricing information, marketing information, business strategy information, negotiations, and information about ESS's customers. In the interest of protecting such trade secrets, confidential information, and proprietary information from disclosure or other improper use, the District acknowledges that each ESS employee has agreed by contract that, during the term of the employee's employment by ESS and for the two-year period after such employment ends, (1) the employee will not provide any services of the type or character of services that the employee provides or has provided for ESS, or contribute the employee's knowledge, in any capacity, to any school district for which ESS provides and/or provided services during the employee's term of employment with ESS, and (2) the employee will not engage in any activity that may require or inevitably requires disclosure of ESS' trade secrets, proprietary information, or confidential information.
- b) The District agrees that it will not hire, use as a consultant, or use as an independent contractor through a vendor other than ESS (i) any employee currently employed by ESS; or (ii) any former employee of ESS who provided Services to a School overseen by the District, pursuant to the Agreement, in each case for a period of two (2) years from the later of the date the employee was last employed by ESS or last provided services to the District as an ESS employee.
- c) Because damages for violating this Section 13 (Non-Solicitation) are incapable of precise calculation and would be difficult to prove, the parties agree that if the District breaches this Section 13 (Non-Solicitation), the District will: (1) hold ESS harmless from any full or partial inability to perform its obligations under the Agreement or any Service Order arising from or relating to the District's breach of this Section 13 (Non-Solicitation); and (2) pay to ESS liquidated damages in an amount equal to four (4) times the employee's annual salary for the time period equal to the breach of this restrictive covenant. The parties agree that this liquidated damages amount is fair and reasonable and is intended to compensate ESS, and not constitute a penalty. The parties acknowledge and agree that ESS' harm caused by a District Breach would be impossible or very difficult to accurately estimate as of the date of contract, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that would arise from a District breach. The District's payment of the liquidated damages would be the

## Effective School Solutions

District's sole liability and entire obligation and ESS' exclusive legal remedy for any breach of this Section 13 (Non-Solicitation), provided that it is in addition to any available equitable relief, including, without limitation, to enjoin the District's breach or threatened breach of this action.

### **14. Miscellaneous.**

- a) The Agreement is subject to all applicable federal, state and local statutes, regulations and ordinances and will be interpreted in accordance with the laws of the State of New Jersey.
- b) Failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement will not be construed as a waiver of any right accruing under the Agreement; nor will it affect any right that either party may have under the terms of the Agreement or preclude the party from seeking enforcement or claiming damages by instituting a lawsuit in a court of competent jurisdiction.
- c) The provisions of the Agreement will apply to, bind, and inure to the benefit of each of the parties hereto, and to their respective successors, assigns, and legal representatives.
- d) The terms and conditions of the Agreement which, by their nature or context, are intended to survive the expiration or termination of the Agreement will survive. Surviving terms include, but are not limited to: payment terms, confidentiality and non-solicit obligations and indemnification obligations.
- e) Any and all notices and demands required or desired to be given under the Agreement must be in writing and will be deemed to have been given upon receipt by the other party, either by personal delivery, mail, or electronic mail with proof of transmittal.

1. The Agreement may only be amended or modified in a writing stating specifically that it amends the Agreement and is signed by an authorized representative of each party.

2. The Agreement has been negotiated and prepared by the parties and their respective counsel. Should any provision of the Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

- f) The Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. Facsimile or pdf signatures will be deemed as effective as original signatures.

Mario Andrade, Ed. D.  
Superintendent



Matthew Poska, M. Ed.  
Assistant Superintendent

Krystal De Gray, MBA  
Chief Operating Officer

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

Jennifer Scarpati, Ph. D.  
Assistant Superintendent

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## MEMORANDUM

To: Finance and Operations Committee and Nashua Board of Education

From: Alesa Cunningham

Date: July 15, 2025

RE: Special Education Contract Renewals for 2025-26 SY

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- **Boothby Therapy Services** for \$37,800 for Alternative Augmentative Communication (AAC) Services to be charged to the 2025-26 IDEA Grant 91.39525.022190.53628
- **Hear to Learn** \$22,230 for Educational Audiology Services for our hearing-impaired students charged to the 2025-26 IDEA Grant 91.39526.022190.53628
- **Leap Learning, LLC** for \$162,000 to cover an open position for school psychologist services by Dr. Yolimar Burgos charged to 91.1.021210.53628
- **Regional Services & Education Center** for \$142,350 to partially cover an open position for school psychologist services by Marie Polichronopoulos charged to 91.1.021210.53628
- **Regional Services & Education Center** for \$139,425 to partially cover an open position for school psychologist services by Brittany Leidinger charged to 91.1.021210.53628
- **Regional Services & Education Center** for \$110,362.50 to partially cover an open position for school psychologist services by Julianne Murnane charged to 91.1.021210.53628

***Recommendation to approve the Special Education Contracts listed on the F&O Memo dated July 15, 2025 under their corresponding accounts.***

# Boothby Therapy Services

806 North Main Street • Laconia, NH 03246 • (603) 524-9090 • fax (603) 524-1497

[www.boothbytherapy.com](http://www.boothbytherapy.com)

## Contract for Services

AGREEMENT entered into this (30th) day of **June 2025** by and between **SAU 42** (“the District”); and Boothby Therapy Services, LLC (“the Company”).

In consideration of the rights and obligations set forth herein, the parties agree that **Alternative Augmentative Communication** (AAC) services / **Assistive Technology** (AT) services will be provided to students of the District in the following manner and under the following terms and conditions:

1. **Services:** Company will arrange, as Company staffing resources allow, for the provision of evaluation, therapy, and consultation services to identified students in the District in accordance with the students’ Individual Education Plans or 504 Plans, or to non-identified students at the request of the special education staff with the approval of **Thomas Beer, Assistant Director of Special Education, SAU 42, 141 Ledge Street, Nashua, NH 03060** (The person the Company provides to deliver the services described in this Agreement shall be referred to herein as the “Service Provider.”)
2. **Hours:** **The Company agrees to arrange for the provision of Alternative Augmentative Communication / Assistive Technology services for students at the District, as requested,** during the **2025-2026** school years. Additional actual hours of therapy time may vary to accommodate meetings, evaluations, report writing or other activities as necessary.
3. **Compensation:** The District shall pay the Company **\$150.00** per hour for all services provided by the Company under this Agreement including, but not limited to, evaluation, therapy, consultation to teachers, staff, parents or others; documentation related to therapy, creation of Individual Education Plans or evaluations; and attendance at meetings including, but not limited to, IEP and Section 504 meetings, as well as professional development meetings required by the District pursuant to District Policy, request, or as otherwise mandated by law . If Service Provider is compelled to participate in any legal proceeding regarding service provision within the District, the District shall pay Company’s reasonable attorney’s fees and the hourly rate listed above for Service Provider’s preparation and testimony time.
4. **Travel Time:** Travel time will be reimbursed at the rate schedule outlined in #3 Compensation above for travel to and from the District or any other location where services will be rendered for the benefit of students of the District.

5. Days Off, Etc: The District will not be charged for services not provided due to a scheduled day off (e.g., holiday) or unscheduled day off (e.g., sick day or snow day). In the event that a student or family member "no shows" or cancels a scheduled appointment or is unavailable for the scheduled session for any reason, the service provider will maintain the planned schedule and apply the time reserved for the appointment to an activity that benefits the program at the school in which the provider is located. The district will be billed at the contracted rate at the discretion of the Company.
6. Unsafe Road Conditions: The Company reserves the right to cancel therapy services in the event of unsafe road conditions between the Service Provider's office and the District.
7. Availability of Materials and Technology Access: The District agrees to make available paper and online diagnostic and instructional materials for use by the Service Provider while the Service Provider is providing services. The District will provide access to necessary technology required for the efficient delivery of in-person and virtual services, including, but not limited to, access to the District's Wi-Fi and other district provided technology resources, as required by the Service Provider. Should the District be unable to provide materials or technological resources needed, the Company may provide these resources and the District will be invoiced quarterly for associated costs.
8. Direct Engagement Fee: Should the District retain the services of the Service Provider within twelve (12) months after the last day the Service Provider provides services pursuant to this Agreement, whether as an employee, independent contractor or other arrangement, the District shall pay the Company a Direct Engagement Fee equal to two hundred thousand dollars (\$200,000).
9. Invoice and Payment Procedure: The Company will submit a weekly bill for services to **Accounts Payable, SAU 42, 141 Ledge Street, Nashua, NH 03060**. Payment is due upon receipt. Unpaid balances past thirty (30) days will accrue interest at the rate of 1.5% per month (annual percentage rate of 18%). The District shall pay all costs of collection, including reasonable attorney's fees.
10. ASHA Certification: The Company shall maintain and submit proof of American Speech Language Hearing Association (ASHA) certification and current state licensure for each Service Provider providing services under this Agreement.
11. Insurance: The Company shall maintain and submit proof of liability insurance in the amount of \$1,000,000 per incident and up to \$3,000,000 per year. The Company shall maintain workers compensation insurance as required by law. The Company shall name District, their Boards, officers, agents and employees as named insured's in any and all insurance policies required by the terms of this Agreement. The Company shall not cancel the insurance without 30 days prior written notice to the District.
12. Continuing Professional Education: The Company shall ensure its principals and all Service Providers attend conferences or seminars periodically to maintain licensure. The Company and Service Providers, as the case may be, will be responsible for payment for attendance at educational functions unless required to attend a specific educational function by the District.

13. Federal Government Authorization: In accordance with Federal Accounting Requirements, Boothby Therapy Services swears that it has not been suspended or barred from doing business with the federal government.

14. Commencement; Termination: This Agreement will commence on **July 1, 2025** and continue until **June 30, 2026** or replaced with a subsequent agreement.

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

16. Criminal Background: All Service Providers performing services under this Agreement shall have a current criminal history records check paid for by the Company prior to performing services under this Agreement. The District may require the Company to remove any employee when it determines it is in the best interest of the District. No employee of the Company shall be considered an employee of the District.

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

18. Confidentiality: The Company and the Service Provider shall maintain the privacy and confidentiality of student records and shall comply with FERPA and all District policies, procedures and rules.

19. Assignment: The Company shall not assign this agreement with or without the prior written consent of the District.

WITNESS our hands as of the day and year first above written.

By: \_\_\_\_\_

By: \_\_\_\_\_

**Daniel Donovan**  
SAU 42

Jennifer McGreevy, Chief Partnerships Officer  
Boothby Therapy Services

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[BOOTHBY THERAPY SERVICES AAC CONTRACT: 2025-2026](#)

Page 3 of 3



## Services Contract

- I. The following is a contract between the **Nashua School District** and **Hear to Learn, LLC** for the **2025-2026 School Year**.

**MAILING ADDRESS:**  
288 South River Road  
Unit A, Suite 1  
Bedford, NH 03110

**PHONE:** 603-678-4543  
**FAX:** 603-513-2788

- II. Description of services to be rendered:

- A. Educational Audiology Services and Consultation for the Nashua School District including, but not limited to:
1. Case management, review and interpretation of audiological information to school staff and parents.
  2. Classroom Acoustic Analysis
  3. Selection, fitting, verification and monitoring of Hearing Assistance Technology and monitoring of personal technology
  4. Evaluations (Audiological, Central Auditory Processing, Functional Listening)
  5. Teacher in-service/training on hearing loss, amplification, FM/DM equipment, etc.
  6. Participation in the process of developing Individualized Educational Programs and 504 Accommodation Plans
  7. Any additional audiological services that will benefit the school district employees and students
- B. Educational Audiology Assistant Services for Nashua District Schools including, but not limited to:
1. On-site listening checks and routine maintenance for personal hearing instruments, remote microphone systems, and related systems and supplies
  2. Minor repairs (including but not limited to: tubing change, wax filter change, receiver change, battery door replacement, Roger TS repair) and troubleshooting (both on-site and off-site), limited to the Audiology Assistant's ability and available resources at the time of repair/troubleshooting.
  3. Hearing Assistive Technology Database Management and support with equipment collection, management, and organization
  4. Administrative tasks such as scheduling, packaging, and mailing orders and devices
  5. Support to educational audiologist with audiological assessments as needed
  6. Support to educational audiologist with habilitation services as needed
- C. Hearing Assistive Technology Loaner Program
1. If the School District requires loaner or trial equipment, Hear to Learn can provide an appropriate system for an initial 60-day trial period at no cost. After the 60 days, a fee of \$175 per month will be applied for continued use of the equipment.

- III. Rate of pay for Educational Audiologist (fee, hourly wage, daily rate): \$195 per hour, plus mileage (current IRS rate)
- IV. Rate of pay for Educational Audiology Assistant (fee, hourly wage, daily rate): \$95 per hour, plus mileage (current IRS rate)
- V. Travel Compensation: Travel time over 60 minutes will be compensated at the hourly rate provided above (Section III and IV- Rate of pay) in 15 minute increments, both for transportation to and from the District and any other location where services are to be delivered for the district's students' benefit. Travel compensation will be limited to three hours charged per visit.
- VI. Total expenditures allowable under this contract: An estimated amount of **114 hours** will be billed to the Nashua School District based on estimated caseload (see attachment) for 2025-2026 school year. Please note the total number of hours to be billed may change based on district needs, including but not limited to newly identified students, changes in identification, students moving out of district, etc. School district will only be billed for services provided.

- VII. A minimum of 75% of hourly rate will be charged if a student is absent for a scheduled visit, upon arrival without 24 hours prior notice.
- VIII. Invoices should be submitted to the Special Education Office. Attn: Alesa Cunningham CunninghamAl@nashua.edu
- IX. It is understood by both parties that this contract shall be null and void if the contract is terminated by either party in writing at least three months in advance.
- X. This Agreement is limited to the 2025-2026 School Year. Any services required or requested outside of this contract period may require the renewal of the Agreement or the execution of a new agreement. Services rendered and payments made outside of the contract period do not, on their own, constitute the renewal of this Agreement.
- XI. The District’s financial obligations to Hear to Learn, LLC for the expected hours of service under this Contract shall be honored during all periods that the District is closed because of force majeure events including, but not limited to: any fire, act of God, weather disaster, war, governmental action, act of terrorism, epidemic, pandemic, a state of emergency, or any other event beyond the District’s control. If such an event occurs, Hear to Learn NH will make any and all attempts to provide the duties and obligations under this contract to the best of their ability through alternate delivery methods, such as teletherapy services, phone calls, emails, remote online consults, etc.
- XII. Conduct / Indemnification:
  - A. Hear to Learn, LLC represents that its employee(s) will conduct their business in a reputable manner and in conformance with all laws, rules, regulations and codes of ethics that are binding upon or applicable to in the State of New Hampshire as well as in accordance with all Federal, State, and local laws of any kind that may be required to carry out her business and the Scope of Work, including but not limited to all licensing / certification standards established by the New Hampshire Department of Education as well as the state and federal laws governing the protection of students’ personally identifiable information / education records.
  - B. Hear to Learn, LLC. further agrees that during the term of this Agreement, its employee(s) will be responsible for timely renewing any licenses and for completing all required continuing education in a timely manner. Hear to Learn, LLC. agrees to notify the District of any change in the certification/license or registration of its employees identified as providing the above professional services.
  - C. Hear to Learn, LLC. shall maintain throughout the term of this Agreement professional liability insurance covering services rendered under this Agreement.

**SIGNATURES:**

\_\_\_\_\_ **Hear to Learn Representative**

**Date** \_\_\_\_\_

\_\_\_\_\_ **Printed Name**

\_\_\_\_\_ **Title:**

\_\_\_\_\_ **School District Representative:**

**Date** \_\_\_\_\_

\_\_\_\_\_ **Printed Name**

**Title:** \_\_\_\_\_

## DISTRICT 2025-2026

**Projected Educational Audiology Hours** **104 hours**

**Projected Educational Audiology Assistant Hours** **10 hours**

### Projected Caseload

RB	504	Nashua High South
CL	IEP	Nashua High South
AB	IEP	Nashua High South
DB	504	Nashua High South
SR	IEP	Nashua High South
GK	504	Nashua High South
ZB	IEP	Pennichuck Middle
AB	504	ASD?
FT	IEP	Bicentennial
RE (as needed)	504	Pennichuck Middle
DG	IEP	Pennichuck Middle
JL	IEP	New Searles
IA	IEP	Franklin Street
LE	IEP	New Searles
AP	IEP	New Searles
NH	IEP	New Searles
VT	504	New Searles
MD	IEP	New Searles
JL	504	Amherst Street
IR	IEP	McCarthy Middle
JF	IEP	McCarthy Middle
TPH	IEP	McCarthy Middle
EE	IEP	New Searles
EW	504	Broad Street
CM	IEP	Pennichuck Middle
JA	504	Windham Academy

# LEAP LEARNING, LLC

33 Lynx Way Manchester, NH 03109 | (857) 328-5900 | (787) 462-6215

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## SERVICE AGREEMENT

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

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

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

2. **Commencement:** This Agreement will extend the partnership from September 26, 2023, covering the 2025-2026 school year.

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

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

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

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

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

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

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

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

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

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

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

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

**13. Compensation and Payment:** The service fee for the Services to be rendered by the Service Provider under this Agreement, the Client agrees to compensate the Service Provider on an hourly basis at a rate of one hundred and twenty dollars (\$120.00) per hour ("Hourly Rate"). This rate is based on an expected workload of seven and a half (7.5) hours per day for five days per week (5) during the "Service Period".

- A. Additional Hours - In the event that the Service Provider is required to work additional hours beyond the aforementioned seven and a half (7.5) hours per school day, this will be subject to the prior written consent of the Client, which shall not be unreasonably withheld. The additional hours shall be compensated at the Hourly Rate unless otherwise agreed upon by both parties in writing.
- B. Invoicing and Payment - The Company will submit a weekly bill for the services with invoices detailing the Services rendered, including a record of the hours worked. Payments are due upon receipt.
- C. Late Payment - The District shall pay all costs of collection, including reasonable attorney's fees.

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

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

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

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

**18. Miscellaneous:** The Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of New Hampshire. Any dispute or enforcement action regarding this Agreement shall be maintained

only in the federal or state courts sitting within the State of New Hampshire. This Agreement constitutes the entire Agreement between the parties and all previous discussions, understandings and agreements related thereto are merged herein. This Agreement may not be amended except in writing signed by both parties hereto.

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

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

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

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

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


- A. This prohibition extends to all forms of physical contact, regardless of whether they occur in the context of an emergency, disciplinary situation, therapeutic interaction, instructional setting, or any other situation. Any perceived need for such interventions must be immediately addressed by the Client or the appropriate authority within the Client's organization.
- B. The Client acknowledges that this clause serves the purpose of safeguarding the wellbeing and safety of the students and agrees to respect and uphold it fully. This provision shall survive the termination or expiration of this Agreement.

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

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

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

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

By: \_\_\_\_\_  \_\_\_\_\_  
Yolimar Burgos, PsyD (COMPANY)  
Leap Learning, LLC

By: \_\_\_\_\_  
Daniel Donovan, COO, (CLIENT)  
Nashua School District

**REGIONAL SERVICES & EDUCATION CENTER  
SERVICE AGREEMENT**

This Agreement (the “Agreement”) is made and entered into as of this 13th day of June 2025 (the “Effective Date”), by and between Regional Services and Education Center, a New Hampshire Non-Profit corporation located at 94 Route 101A in Amherst, New Hampshire (“RSEC”) and the Nashua School District (the “School District”) located at 141 Ledge Street, Nashua, NH 03060.

WHEREAS, the School District desires to engage RSEC to perform the services described herein, and RSEC desires to provide such services, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the School District and RSEC agree as follows:

1. Duties Imposed on RSEC

A. School Psychology Services. During the term of this Agreement, RSEC shall provide psychological professional services to those students identified by the School District (“Services”). The specific scope of Services that RSEC and the School District have agreed to are outlined in Appendix A to this Agreement. All Services, to include any evaluative and diagnostic services shall be conducted in collaboration with the School District and in consultation with special education staff and student IEP teams when appropriate.

B. RSEC’s Control Over Services Provided. RSEC shall retain the unqualified right of control over the means, manner and methods by which the Services are performed, and the right to perform such Services at the locations and times that RSEC independently determines, except that RSEC agrees to provide such Services at least 5 days per week while school is in session, if requested by the School District. School vacation periods are not covered by this Agreement, but service may be requested by the School District during those periods at an additional cost as negotiated with the School District’s Special Education Services Director. The School District shall be responsible for providing all equipment, materials and supplies that RSEC determines are needed to timely provide the Services. RSEC shall not be given any training by the School District. RSEC shall not be required to attend any staff meetings at the School District.

C. Compliance with Applicable Law. RSEC shall be responsible for complying with all applicable federal, state and local, laws, rules, ordinances, regulations and/or codes that pertain to the performance of the Services. RSEC’s failure to comply with the duties described in this Paragraph shall constitute a material breach of this Agreement.

D. Confidential Student Information. RSEC shall keep Student information confidential in accordance with applicable federal and state laws and regulations, including without limitation the Family Educational Rights and Privacy Act (FERPA).

E. Licensure, Certification, and Background Checks. By signing below, RSEC represents and warrants that the school psychologists it employs are properly licensed and certified under applicable New Hampshire law to provide the Services. Additionally, RSEC represents and warrants that the school psychologists it employs are properly background-checked and otherwise authorized to work in New Hampshire schools. RSEC shall be responsible for maintaining during the term of this Agreement, all permits, certifications, licenses, and authorizations required to conduct RSEC's business and to perform the Services. RSEC's failure to comply with the duties described in this Paragraph shall constitute a material breach of this Agreement.

F. Insurance. Throughout the Term, RSEC shall maintain professional and comprehensive general liability insurance coverage for RSEC and its employees providing the Services with annual limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. RSEC agrees to submit proof of such insurance to the School District upon request. RSEC shall comply with the applicable workers' compensation laws with respect to RSEC and RSEC's personnel and shall provide to the School District a certificate of workers' compensation insurance upon request. RSEC shall provide written notice to the School District before any change in insurance carrier or material change in coverage. RSEC's failure to comply with the duties described in this Paragraph shall constitute a material breach of this Agreement.

G. Taxes. RSEC shall be solely responsible for filing all tax returns, tax declarations, and tax schedules, and for the payment of all taxes required, when due, with respect to any and all compensation earned by RSEC under this Agreement. RSEC's failure to comply with the duties described in this Paragraph shall constitute a material breach of this Agreement.

## 2. Duties Imposed on School District

A. Fees. RSEC's entire compensation for performing Services hereunder shall be set at \$130.00 per hour (146 days for 7.5 hours per day) for the school year and all Services provided by RSEC under this Agreement. In the event of a scheduled or unscheduled day off (e.g. holiday, sick day, snow day), the School District will not be charged for services not provided. As a material term of the compensation arrangement agreed to by these parties, RSEC agrees that the fees described above represent the entire compensation to which RSEC shall be entitled for performing the corresponding Services and that RSEC is not eligible for any additional compensation in the form of cash or in the form of employee benefits under any plans or programs maintained by School District or its clients, including, but not limited to, bonus, paid time off, health, retirement and incentive compensation. The School District's failure to pay within 30 days from receipt of RSEC's monthly bill shall constitute a material breach of this Agreement.

B. Student Identification. The School District is responsible for identifying students

who require the Services. Additionally, once a student is identified as needing the Services, the School District shall be responsible for providing appropriate physical space for RSEC to provide the Services.

C. Form 1099 Compliance. The School District will report the amounts it pays RSEC on IRS Forms 1099-MISC, to the extent so required under the Internal Revenue Code.

D. No Reimbursements. RSEC shall not be entitled to reimbursement by the School District for any costs or expenses.

### 3. Term and Termination

A. Term. This Agreement will commence on August 25th and shall remain in effect until June 30, 2026 or the last day of school for the 2025-2026 school year, whichever occurs first, unless extended by subsequent agreement.

B. Termination. Either party may terminate this Agreement by providing the other party with at least thirty (30) days' written notice prior to the effective date of the termination. If notice of termination is given by either party, Students then currently identified for Services from RSEC shall no longer receive Services from RSEC as of the termination date, and RSEC shall not be responsible for identifying a new service provider.

4. Independent Contractor Relationship. For all purposes, including but not limited to the Federal Insurance Contributions Act ("FICA"), the Self Employment Contributions Act ("SECA") the Social Security Act, the Federal Unemployment Tax Act ("FUTA"), the Internal Revenue Code and any and all other federal, state, and local laws, rules and regulations, each party hereto, including its officers, agents, and employees, shall be at all times an independent contractor relative to the other party. Nothing in this Agreement shall be construed to make or render either party, including any of its officers, agents, or employees, an agent, servant, or employee of, or a joint venturer of or with, the other.

### 5. Indemnification.

A. RSEC shall indemnify, defend, and hold harmless the School District, its current and former officials, employees, board members, and agents, from and against any claims, demands, loss, damage, or expense, including attorney fees, related to bodily injury or property damage (together "Claims") arising from the negligence or willful misconduct of RSEC, its officers, employees, agents, and contractors for whom RSEC is liable, in the performance of its obligations under this Agreement, except to the extent that such Claims arise from the negligence or willful misconduct of the School District.

B. Nashua School District shall indemnify, defend, and hold harmless RSEC, its current and former officials, employees, and agents, from and against any claims, demands, loss, damage or expense, including attorney fees, related to bodily injury or property damage (together "Claims") arising from the negligence or willful misconduct of the School District, its officials,

employees, and agents, in the performance of its obligations under this Agreement, except to the extent that such Claims arise from the negligence or willful misconduct of RSEC.

C. RSEC recognizes that the School District is a governmental entity within the meaning of NH RSA Chapter 507-B. Accordingly, the parties agree that nothing in this Agreement shall operate in any practical effect to waive any defense, immunity, limitation of liability, limitation of actions, or any other protection available to the School District pursuant to applicable law, including without limitation RSA Chapter 507-B. Furthermore, RSEC agrees that nothing in this Agreement, including any contractual indemnification, is intended to or shall create a greater liability on School District's part to an indemnified party for third-party claims than School District has or would have for claims brought by such third party directly against School District pursuant to the provisions of RSA Chapter 507-B, including RSA 507-B:7.

D. The provisions of this Section 5 shall survive the expiration or termination of this Agreement.

6. Non-Solicitation.

A. Psychologists are unique and valuable assets of RSEC and Service Provider expends significant resources recruiting, screening, training, reference checking, marketing and other business activities to locate and maintain qualified professionals for assignment to schools.

B. At no time prior to the Effective Date, during the term hereof, and for a period of two (2) years after termination, the School District shall not, directly or indirectly, by itself or through any affiliated entity or any other contract companies, solicit or attempt to employ the RSEC psychologist performing services hereunder.

7. General.

A. Nonexclusive Relationship. The parties' relationship is nonexclusive; the Service Provider has the right to perform services for others during the term of this Agreement, including services that are similar to the services performed hereunder, and School District has the right to engage others to perform services similar to those provided by RSEC.

B. Invoice and Payment Procedure. RSEC will submit a monthly bill for Services to the School District.

C. Excuse. Neither party shall be liable for, or be considered in breach of this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions which are beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence.

D. No Waiver. A waiver of any breach of any provision hereof shall not be deemed

to be a waiver of any other breach of the same or any other provision.

E. Entire Agreement. This Agreement sets forth the entire agreement and supersedes any and all prior agreements between these parties concerning the subject matter addressed herein. The Agreement may not be amended except by a written instrument signed by both parties hereto.

F. Assignment. This Agreement may not be assigned by RSEC without the prior written consent of the School District.

G. Construction; Severability; Survival. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement: (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law and (ii) the remaining terms of this Agreement shall remain in full force and effect. All provisions of this Agreement, which by their nature should reasonably survive the termination of this Agreement, shall survive the termination of this Agreement.

H. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

I. Choice of Law. This Agreement shall be governed by the laws of the State of New Hampshire as to interpretation and performance.

\*\*\*\*\*

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the date first written above.

**NASHUA SCHOOL DISTRICT**

**REGIONAL SERVICES &  
EDUCATION CENTER**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## **Appendix A Services**

During the term of this Agreement, RSEC shall provide the following psychological professional services to those students identified by the School District in accordance with the terms of this Agreement.

1. Psychoeducational Evaluations (Cognitive, Academic, Social/Emotional, etc.)
2. Functional Behavioral Assessments
3. Attending meetings at the request of the district
4. Writing Evaluations Reports
5. Counseling (Individual and Group)
6. Consultation

**REGIONAL SERVICES & EDUCATION CENTER  
SERVICE AGREEMENT**

This Agreement (the “Agreement”) is made and entered into as of this 13th day of June 2025 (the “Effective Date”), by and between Regional Services and Education Center, a New Hampshire Non-Profit corporation located at 94 Route 101A in Amherst, New Hampshire (“RSEC”) and the Nashua School District (the “School District”) located at 141 Ledge Street, Nashua, NH 03060.

WHEREAS, the School District desires to engage RSEC to perform the services described herein, and RSEC desires to provide such services, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the School District and RSEC agree as follows:

1. Duties Imposed on RSEC

A. School Psychology Services. During the term of this Agreement, RSEC shall provide psychological professional services to those students identified by the School District (“Services”). The specific scope of Services that RSEC and the School District have agreed to are outlined in Appendix A to this Agreement. All Services, including any evaluative and diagnostic services, shall be conducted in collaboration with the School District and in consultation with special education staff and student IEP teams when appropriate.

B. RSEC’s Control Over Services Provided. RSEC shall retain the unqualified right of control over the means, manner, and methods by which the Services are performed, and the right to perform such Services at the locations and times that RSEC independently determines, except that RSEC agrees to provide such Services at least 5 days per week while school is in session if requested by the School District. School vacation periods are not covered by this Agreement, but service may be requested by the School District during those periods at an additional cost as negotiated with the School District’s Special Education Services Director. The School District shall be responsible for providing all equipment, materials and supplies that RSEC determines are needed to timely provide the Services. RSEC shall not be given any training by the School District. RSEC shall not be required to attend any staff meetings at the School District.

C. Compliance with Applicable Law. RSEC shall be responsible for complying with all applicable federal, state, and local, laws, rules, ordinances, regulations and/or codes that pertain to the performance of the Services. RSEC’s failure to comply with the duties described in this Paragraph shall constitute a material breach of this Agreement.

D. Confidential Student Information. RSEC shall keep Student information confidential in accordance with applicable federal and state laws and regulations, including without limitation the Family Educational Rights and Privacy Act (FERPA).

E. Licensure, Certification, and Background Checks. By signing below, RSEC represents and warrants that the school psychologists it employs are properly licensed and certified under applicable New Hampshire law to provide the Services. Additionally, RSEC represents and warrants that the school psychologists it employs are properly background-checked and otherwise authorized to work in New Hampshire schools. RSEC shall be responsible for maintaining during the term of this Agreement, all permits, certifications, licenses, and authorizations required to conduct RSEC's business and to perform the Services. RSEC's failure to comply with the duties described in this Paragraph shall constitute a material breach of this Agreement.

F. Insurance. Throughout the Term, RSEC shall maintain professional and comprehensive general liability insurance coverage for RSEC and its employees providing the Services with annual limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. RSEC agrees to submit proof of such insurance to the School District upon request. RSEC shall comply with the applicable workers' compensation laws with respect to RSEC and RSEC's personnel and shall provide to the School District a certificate of workers' compensation insurance upon request. RSEC shall provide written notice to the School District before any change in insurance carrier or material change in coverage. RSEC's failure to comply with the duties described in this Paragraph shall constitute a material breach of this Agreement.

G. Taxes. RSEC shall be solely responsible for filing all tax returns, tax declarations, and tax schedules, and for the payment of all taxes required, when due, with respect to any and all compensation earned by RSEC under this Agreement. RSEC's failure to comply with the duties described in this Paragraph shall constitute a material breach of this Agreement.

## 2. Duties Imposed on School District

A. Fees. RSEC's entire compensation for performing Services hereunder shall be set at \$130.00 per hour (143 days for 7.5 hours per day) for the school year and all Services provided by RSEC under this Agreement. In the event of a scheduled or unscheduled day off (e.g. holiday, sick day, snow day), the School District will not be charged for services not provided. As a material term of the compensation arrangement agreed to by these parties, RSEC agrees that the fees described above represent the entire compensation to which RSEC shall be entitled for performing the corresponding Services and that RSEC is not eligible for any additional compensation in the form of cash or in the form of employee benefits under any plans or programs maintained by School District or its clients, including, but not limited to, bonus, paid time off, health, retirement and incentive compensation. The School District's failure to pay within 30 days from receipt of RSEC's monthly bill shall constitute a material breach of this Agreement.

B. Student Identification. The School District is responsible for identifying students

who require the Services. Additionally, once a student is identified as needing the Services, the School District shall be responsible for providing appropriate physical space for RSEC to provide the Services.

C. Form 1099 Compliance. The School District will report the amounts it pays RSEC on IRS Forms 1099-MISC, to the extent so required under the Internal Revenue Code.

D. No Reimbursements. RSEC shall not be entitled to reimbursement by the School District for any costs or expenses.

### 3. Term and Termination

A. Term. This Agreement will commence on August 25th and shall remain in effect until June 30, 2026 or the last day of school for the 2025-2026 school year, whichever occurs first, unless extended by subsequent agreement.

B. Termination. Either party may terminate this Agreement by providing the other party with at least thirty (30) days' written notice prior to the effective date of the termination. If notice of termination is given by either party, Students then currently identified for Services from RSEC shall no longer receive Services from RSEC as of the termination date, and RSEC shall not be responsible for identifying a new service provider.

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### 5. Indemnification.

A. RSEC shall indemnify, defend, and hold harmless the School District, its current and former officials, employees, board members, and agents, from and against any claims, demands, loss, damage, or expense, including attorney fees, related to bodily injury or property damage (together "Claims") arising from the negligence or willful misconduct of RSEC, its officers, employees, agents, and contractors for whom RSEC is liable, in the performance of its obligations under this Agreement, except to the extent that such Claims arise from the negligence or willful misconduct of the School District.

B. Nashua School District shall indemnify, defend, and hold harmless RSEC, its current and former officials, employees, and agents, from and against any claims, demands, loss, damage or expense, including attorney fees, related to bodily injury or property damage (together "Claims") arising from the negligence or willful misconduct of the School District, its officials,

employees, and agents, in the performance of its obligations under this Agreement, except to the extent that such Claims arise from the negligence or willful misconduct of RSEC.

C. RSEC recognizes that the School District is a governmental entity within the meaning of NH RSA Chapter 507-B. Accordingly, the parties agree that nothing in this Agreement shall operate in any practical effect to waive any defense, immunity, limitation of liability, limitation of actions, or any other protection available to the School District pursuant to applicable law, including without limitation RSA Chapter 507-B. Furthermore, RSEC agrees that nothing in this Agreement, including any contractual indemnification, is intended to or shall create a greater liability on School District's part to an indemnified party for third-party claims than School District has or would have for claims brought by such third party directly against School District pursuant to the provisions of RSA Chapter 507-B, including RSA 507-B:7.

D. The provisions of this Section 5 shall survive the expiration or termination of this Agreement.

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A. Psychologists are unique and valuable assets of RSEC and Service Provider expends significant resources recruiting, screening, training, reference checking, marketing, and other business activities to locate and maintain qualified professionals for assignment to schools.

B. At no time prior to the Effective Date, during the term hereof, and for a period of two (2) years after termination, the School District shall not, directly or indirectly, by itself or through any affiliated entity or any other contract companies, solicit or attempt to employ the RSEC psychologist performing services hereunder.

7. General.

A. Nonexclusive Relationship. The parties' relationship is nonexclusive; the Service Provider has the right to perform services for others during the term of this Agreement, including services that are similar to the services performed hereunder, and School District has the right to engage others to perform services similar to those provided by RSEC.

B. Invoice and Payment Procedure. RSEC will submit a monthly bill for Services to the School District.

C. Excuse. Neither party shall be liable for, or be considered in breach of this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions which are beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence.

D. No Waiver. A waiver of any breach of any provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision.

E. Entire Agreement. This Agreement sets forth the entire agreement and supersedes any and all prior agreements between these parties concerning the subject matter addressed herein. The Agreement may not be amended except by a written instrument signed by both parties hereto.

F. Assignment. This Agreement may not be assigned by RSEC without the prior written consent of the School District.

G. Construction; Severability; Survival. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement: (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law and (ii) the remaining terms of this Agreement shall remain in full force and effect. All provisions of this Agreement, which by their nature should reasonably survive the termination of this Agreement, shall survive the termination of this Agreement.

H. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

I. Choice of Law. This Agreement shall be governed by the laws of the State of New Hampshire as to interpretation and performance.

\*\*\*\*\*

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the date first written above.

**NASHUA SCHOOL DISTRICT**

**REGIONAL SERVICES &  
EDUCATION CENTER**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## **Appendix A Services**

During the term of this Agreement, RSEC shall provide the following psychological professional services to those students identified by the School District per the terms of this Agreement.

1. Psychoeducational Evaluations (Cognitive, Academic, Social/Emotional, etc.)
2. Functional Behavioral Assessments
3. Attending meetings at the request of the district
4. Writing Evaluations Reports
5. Counseling (Individual and Group)
6. Consultation

## **REGIONAL SERVICES & EDUCATION CENTER SERVICE AGREEMENT**

This Agreement (the “Agreement”) is made and entered into as of this 25th day of June 2025 (the “Effective Date”), by and between Regional Services and Education Center, a New Hampshire Non-Profit corporation located at 94 Route 101A in Amherst, New Hampshire (“RSEC”) and the Nashua School District (the “School District”) located at 141 Ledge Street, Nashua, NH 03060.

WHEREAS, the School District desires to engage RSEC to perform the services described herein, and RSEC desires to provide such services, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the School District and RSEC agree as follows:

1. Duties Imposed on RSEC

A. School Psychology Services. During the term of this Agreement, RSEC shall provide psychological professional services to those students identified by the School District (“Services”). The specific scope of Services that RSEC and the School District have agreed to are outlined in Appendix A to this Agreement. All Services, including any evaluative and diagnostic services, shall be conducted in collaboration with the School District and in consultation with special education staff and student IEP teams when appropriate.

B. RSEC’s Control Over Services Provided. RSEC shall retain the unqualified right of control over the means, manner, and methods by which the Services are performed, and the right to perform such Services at the locations and times that RSEC independently determines, except that RSEC agrees to provide such Services at least 5 days per week while school is in session if requested by the School District. School vacation periods are not covered by this Agreement, but service may be requested by the School District during those periods at an additional cost as negotiated with the School District’s Special Education Services Director. The School District shall be responsible for providing all equipment, materials and supplies that RSEC determines are needed to timely provide the Services. RSEC shall not be given any training by the School District. RSEC shall not be required to attend any staff meetings at the School District.

C. Compliance with Applicable Law. RSEC shall be responsible for complying with all applicable federal, state, and local, laws, rules, ordinances, regulations and/or codes that pertain to the performance of the Services. RSEC’s failure to comply with the duties described in this Paragraph shall constitute a material breach of this Agreement.

D. Confidential Student Information. RSEC shall keep Student information confidential in accordance with applicable federal and state laws and regulations, including without limitation the Family Educational Rights and Privacy Act (FERPA).

E. Licensure, Certification, and Background Checks. By signing below, RSEC represents and warrants that the school psychologists it employs are properly licensed and certified under applicable New Hampshire law to provide the Services. Additionally, RSEC represents and warrants that the school psychologists it employs are properly background-checked and otherwise authorized to work in New Hampshire schools. RSEC shall be responsible for maintaining during the term of this Agreement, all permits, certifications, licenses, and authorizations required to conduct RSEC's business and to perform the Services. RSEC's failure to comply with the duties described in this Paragraph shall constitute a material breach of this Agreement.

F. Insurance. Throughout the Term, RSEC shall maintain professional and comprehensive general liability insurance coverage for RSEC and its employees providing the Services with annual limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. RSEC agrees to submit proof of such insurance to the School District upon request. RSEC shall comply with the applicable workers' compensation laws with respect to RSEC and RSEC's personnel and shall provide to the School District a certificate of workers' compensation insurance upon request. RSEC shall provide written notice to the School District before any change in insurance carrier or material change in coverage. RSEC's failure to comply with the duties described in this Paragraph shall constitute a material breach of this Agreement.

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## 2. Duties Imposed on School District

A. Fees. RSEC's entire compensation for performing Services hereunder shall be set at \$135.00 per hour (109 days for 7.5 hours per day) for the school year and all Services provided by RSEC under this Agreement. In the event of a scheduled or unscheduled day off (e.g. holiday, sick day, snow day), the School District will not be charged for services not provided. As a material term of the compensation arrangement agreed to by these parties, RSEC agrees that the fees described above represent the entire compensation to which RSEC shall be entitled for performing the corresponding Services and that RSEC is not eligible for any additional compensation in the form of cash or in the form of employee benefits under any plans or programs maintained by School District or its clients, including, but not limited to, bonus, paid time off, health, retirement and incentive compensation. The School District's failure to pay within 30 days from receipt of RSEC's monthly bill shall constitute a material breach of this Agreement.

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C. Form 1099 Compliance. The School District will report the amounts it pays RSEC on IRS Forms 1099-MISC, to the extent so required under the Internal Revenue Code.

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A. RSEC shall indemnify, defend, and hold harmless the School District, its current and former officials, employees, board members, and agents, from and against any claims, demands, loss, damage, or expense, including attorney fees, related to bodily injury or property damage (together "Claims") arising from the negligence or willful misconduct of RSEC, its officers, employees, agents, and contractors for whom RSEC is liable, in the performance of its obligations under this Agreement, except to the extent that such Claims arise from the negligence or willful misconduct of the School District.

B. Nashua School District shall indemnify, defend, and hold harmless RSEC, its current and former officials, employees, and agents, from and against any claims, demands, loss, damage or expense, including attorney fees, related to bodily injury or property damage (together "Claims") arising from the negligence or willful misconduct of the School District, its officials,

employees, and agents, in the performance of its obligations under this Agreement, except to the extent that such Claims arise from the negligence or willful misconduct of RSEC.

C. RSEC recognizes that the School District is a governmental entity within the meaning of NH RSA Chapter 507-B. Accordingly, the parties agree that nothing in this Agreement shall operate in any practical effect to waive any defense, immunity, limitation of liability, limitation of actions, or any other protection available to the School District pursuant to applicable law, including without limitation RSA Chapter 507-B. Furthermore, RSEC agrees that nothing in this Agreement, including any contractual indemnification, is intended to or shall create a greater liability on School District's part to an indemnified party for third-party claims than School District has or would have for claims brought by such third party directly against School District pursuant to the provisions of RSA Chapter 507-B, including RSA 507-B:7.

D. The provisions of this Section 5 shall survive the expiration or termination of this Agreement.

6. Non-Solicitation.

A. Psychologists are unique and valuable assets of RSEC and Service Provider expends significant resources recruiting, screening, training, reference checking, marketing, and other business activities to locate and maintain qualified professionals for assignment to schools.

B. At no time prior to the Effective Date, during the term hereof, and for a period of two (2) years after termination, the School District shall not, directly or indirectly, by itself or through any affiliated entity or any other contract companies, solicit or attempt to employ the RSEC psychologist performing services hereunder.

7. General.

A. Nonexclusive Relationship. The parties' relationship is nonexclusive; the Service Provider has the right to perform services for others during the term of this Agreement, including services that are similar to the services performed hereunder, and School District has the right to engage others to perform services similar to those provided by RSEC.

B. Invoice and Payment Procedure. RSEC will submit a monthly bill for Services to the School District.

C. Excuse. Neither party shall be liable for, or be considered in breach of this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions which are beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence.

D. No Waiver. A waiver of any breach of any provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision.

E. Entire Agreement. This Agreement sets forth the entire agreement and supersedes any and all prior agreements between these parties concerning the subject matter addressed herein. The Agreement may not be amended except by a written instrument signed by both parties hereto.

F. Assignment. This Agreement may not be assigned by RSEC without the prior written consent of the School District.

G. Construction; Severability; Survival. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement: (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law and (ii) the remaining terms of this Agreement shall remain in full force and effect. All provisions of this Agreement, which by their nature should reasonably survive the termination of this Agreement, shall survive the termination of this Agreement.

H. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

I. Choice of Law. This Agreement shall be governed by the laws of the State of New Hampshire as to interpretation and performance.

\*\*\*\*\*

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the date first written above.

**NASHUA SCHOOL DISTRICT**

**REGIONAL SERVICES &  
EDUCATION CENTER**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## **Appendix A Services**

During the term of this Agreement, RSEC shall provide the following psychological professional services to those students identified by the School District per the terms of this Agreement.

1. Psychoeducational Evaluations (Cognitive, Academic, Social/Emotional, etc.)
2. Functional Behavioral Assessments
3. Attending meetings at the request of the district
4. Writing Evaluations Reports
5. Counseling (Individual and Group)
6. Consultation

FY2025

# TRANSFER REPORT

## NASHUA SCHOOL DISTRICT

*June 2025*



**NASHUA**  
SCHOOL DISTRICT  
*Gateway to Opportunity*

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

**Department:** Business Department

**Date of Request:** 6.5.2025

**To: FINANCIAL REPORTING**

**Entry #** 219

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

**FROM:**

Accounting Unit	Account	Activity	Account Category	Amount
91.1.999999	51100			\$400,000.00

**TO:**

Accounting Unit	Account	Activity	Account Category	Amount
91.1.991197	53452			\$100,000.00
91.1.991198	53452			\$100,000.00
91.1.999999	53628			\$200,000.00

**REASONS:** Transfer to remit payment for invoices to ESS

---

*Tina Avelar* 6/5/25

Department Signature

Date

Tina Avelar, Business Manager

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

**Department:** Business Department

**Date of Request:** 6.5.2025

6.5.2025

**To: FINANCIAL REPORTING**

**Entry #** 226

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

	Accounting Unit	Account	Activity	Account Category	Amount
<b>FROM:</b>	91.1.031160	61135			\$8,000.00
	91.1.031160	54450			\$1,000.00
	91.1.031160	54899			\$1,000.00
	91.1.031160	55600			\$10,000.00

	Accounting Unit	Account	Activity	Account Category	Amount
<b>TO:</b>	91.1.031160	71999			\$20,000.00

**REASONS:** Budget transfer to reallocate funds for Planetarium Purchases

---


6/5/25  
 Department Signature Date

Tina Avelar, Business Manager

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

Department: Pennichuck Middle School Date of Request: 6/3/2025

To: **FINANCIAL REPORTING**

Entry # 279 1

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

	Accounting Unit	Account	Activity	Account Category	Amount
FROM:	91.1.071160	61135			\$1,200.00

	Accounting Unit	Account	Activity	Account Category	Amount
TO:	91.1.071160	71800			\$1,200.00

REASONS: refidgerator for FACS

  
Department Signature

6/3/25  
Date

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

Department: Nashua High School-North Date of Request: 6/4/2025

To: **FINANCIAL REPORTING**

Entry # 280

Please process a budgetary transfer as follows:


FROM:

Accounting Unit	Account	Activity	Account Category	Amount
91.1.041160	61135	NORTH- Shared Instruct.	Educ. Supplies	\$2,893.80

TO:

Accounting Unit	Account	Activity	Account Category	Amount
91.1.041160	71800	NORTH- Shared Instruct.	Furniture	\$2,893.80

REASONS: To purchase additional (15) student desks. (Miscalculation on my part when counting what was needed.)

  
 Department Signature

6-4-25  
 Date

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

**Department:** Business Department

**Date of Request:** 6.6.2025

**To: FINANCIAL REPORTING**

**Entry #** 283

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

	Accounting Unit	Account	Activity	Account Category	Amount
<b>FROM:</b>	91.1.999999	51100			\$300,000.00

	Accounting Unit	Account	Activity	Account Category	Amount
<b>TO:</b>	91.1.021267	55694			\$300,000.00

**REASONS:** Transfer to remit payment for OOD Tuition invoices

---

 6/6/25

Department Signature

Date

Tina Avelar, Business Manager

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

**Department:** Business

**Date of Request:** 6.10.2025

**To: FINANCIAL REPORTING**

**Entry #** 286

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

	Accounting Unit	Account	Activity	Account Category	Amount
<b>FROM:</b>	91.1.999999	51100			\$250,000.00

	Accounting Unit	Account	Activity	Account Category	Amount
<b>TO:</b>	91.1.021267	55694			\$250,000.00

**REASONS:** Transfer to remit payment for Applied ABC invoices and other OOD expenses.

---

*Tina Avelar*      6/10/25

Department Signature

Date

Tina Avelar, Business Manager

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

**Department:** District Office

**Date of Request:** \_\_\_\_\_

6/16/2025

**To: FINANCIAL REPORTING**

**Entry #** 290

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

	Accounting Unit	Account	Activity	Account Category	Amount
<b>FROM:</b>	91.1.999999	51100		Full Time Wages	\$200,000.00

	Accounting Unit	Account	Activity	Account Category	Amount
<b>TO:</b>	91.1.992700	55690		Regular Transportation	\$50,000.00
	91.1.992700	55691		Special Education Transport	\$150,000.00

**REASONS:** To cover overages within Transportation.



Department Signature

6.16.2025

Date

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

**Department:** District Office

**Date of Request:** 6/16/2025

**To: FINANCIAL REPORTING**

**Entry #** 291

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

	Accounting Unit	Account	Activity	Account Category	Amount
<b>FROM:</b>	91.1.012830	55500		ADVERTISING	\$16,411.00

	Accounting Unit	Account	Activity	Account Category	Amount
<b>TO:</b>	91.1.012830	53452		STAFFING SERVICES	\$16,411.00

\$0.00

**REASONS:** To cover Robert Half Hire - Civil Rights Compliance Coordinator Fee

  
 Department Signature 6.16.25  
 Date

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

**Department:** Business Department

**Date of Request:** 6/17/2025

**To: FINANCIAL REPORTING**

**Entry #** 297

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

	Accounting Unit	Account	Activity	Account Category	Amount
<b>FROM:</b>	91.1.999999	51100			\$300,000.00

	Accounting Unit	Account	Activity	Account Category	Amount
<b>TO:</b>	91.1.021267	55694			\$275,000.00
	91.1.992700	55691			\$25,000.00

**REASONS:** To remit payment on invoices for OOD and Special Education Transportation

---

*Tina Avelar*      6/17/25

Department Signature

Date

Tina Avelar, Business Manager

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

**Department:** Business Department

**Date of Request:** 6/17/2025

**To: FINANCIAL REPORTING**

**Entry #** 299

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

**FROM:**


Accounting Unit	Account	Activity	Account Category	Amount
91.1.999999	51100			\$250,000.00

**TO:**

Accounting Unit	Account	Activity	Account Category	Amount
91.1.992700	55691			\$250,000.00

**REASONS:** To remit payment on invoices Special Education Transportation

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6/17/25  
 Department Signature Date  
 Tina Avelar, Business Manager

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

**Department:** Business Office

**Date of Request:** \_\_\_\_\_

6/30/2025

**To: FINANCIAL REPORTING**

**Entry #** \_\_\_\_\_

320

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

**FROM:**

Accounting Unit	Account	Activity	Account Category	Amount
91.1.999999	51100			\$200,000.00

**TO:**

Accounting Unit	Account	Activity	Account Category	Amount
91.1.992700	55690			\$100,000.00
91.1.992700	55691			\$100,000.00

**REASONS:** Transfer to remit payment of Transportation invoices  
\_\_\_\_\_

*Tina Avelar* 6/30/2025

Department Signature

Date

Tina Avelar, Business Manager

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## STUDENT USE OF PERSONAL ELECTRONIC COMMUNICATION DEVICES

### A. Purpose

The District is committed to supporting an engaging and distraction-free learning environment while honoring student needs related to health, accessibility, and language development. Use of personal communication devices (cell phones, tablets, laptops, other communication devices, smartwatches, etc.) for nonacademic means often leads to disruptions in the learning environment for both individual students and the classroom. The intent is to support an engaging and distraction-free learning environment while honoring student needs related to health, accessibility, and language development.

For the purposes of this policy, a personal communication device is defined as any non-district provided internet/ cellular-capable device that can support voice or video calls, texts, emails, or instant messages. Personal communication devices include, but are not limited to: cellphones, tablets, laptops, and smartwatches. For ease of reference, devices provided by the district for instructional use shall be referred to as "district-owned" or district-provided" devices.

### B. Scope

This policy applies to all PreK–12 students enrolled in Nashua School District schools during the school day.

### C. Restrictions

Student use of personal communication devices is **strictly prohibited** from when the first bell rings to start instructional time until the dismissal bell rings to end the academic school day (referred to as “the school day”). The school day includes lunch periods, passing time, and recesses. Students participating in extracurricular activities, co-curricular activities, field trips or other activities outside of the school day shall abide by the rules and consequences established for personal communication devices set by the coach, instructor, sponsor or other designated supervisor for the activity. However, **in no event** shall personal communication devices (or any other device with photographic or recording capabilities) be used in locker rooms, bathrooms, or any other location where such use could violate another person’s reasonable expectation of privacy.

If digital devices are used to enhance learning in the classroom, the District is responsible for providing District-owned devices.

While it is best practice that these devices are not brought to school, if these devices are brought to school, they shall be kept with the power turned off in a student's assigned locker, backpack, or handbag. The District will not be responsible for loss, damage or theft of any electronic communication device brought to the school.

### D. Exceptions

Students with medical needs, such as insulin pumps and glucose sensors, or disabilities that require a device to support their learning as identified by their individualized education program (IEP) or plan developed under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, or a multilingual student with appropriate language access programs and services pursuant to Title VI of the Civil Rights Act of 1964 shall be exempt from this policy. Additionally, the superintendent or their designee may approve additional exceptions on a case-by-case basis or through an administrative decision recorded in the student handbook, with respect to student medical, disability, or language proficiency needs.

**E. Consequences and Violations**

Students are not permitted to use any electronic device to record audio or video media or take pictures of any student or staff member without their permission. The distribution of any unauthorized media may result in disciplinary action. The school reserves the right to monitor, inspect, copy, and review a student's personal electronic device subject to the limitations of RSA 189:70, if there is reasonable suspicion to believe that a student has violated board policies, regulations, school rules, or has engaged in other misconduct while using their personal electronic device.

Consequences for violations of this policy will be pursuant to the Policy JIC – Code of Conduct. Additionally:

1. *First Offense* - Student will be directed by teacher/staff to put away their phone/electronic device. The teacher will not remind the student daily, and the student is expected to comply with this request.
2. *Second Offense* – The teacher/staff member will notify the parent/guardian that the student has been asked more than once to put away their device.
3. *Subsequent Offenses* - The teacher/staff will notify the parent guardian of repeated offenses; the student may be sent to the Assistant Principal to discuss the offense, notify the parent/guardian and make a plan; the device may be confiscated by the administration for the parent/guardian to pick up the device.
4. Repeated violations may result in progressive disciplinary action consistent with the district's code of conduct.

**F. Communication During School Hours**

The Board of Education recognizes that there will be times when parents/guardians need to contact their child. Here are the appropriate ways in which to do that during the school day:

1. Parents/Guardians needing to contact students should call the Main Office/Academy Office.
2. Students needing to contact parents/guardians may use the phone in the Main Office/Academy Office.

**G. Review**

The Superintendent shall annually review policy in collaboration with parent(s) and teachers with a report and recommendations for policy changes to be delivered to the Board no later than the end of each school year.

**H. Dissemination**

The Superintendent shall ensure that information regarding the prohibition against using personal communication devices during the school day is included in all student handbooks, and included in “beginning of school year” materials provided to parents/guardians.

**Legal References:**

*RSA 189:68, Student Privacy*

*RSA 189:68-a, Student Online Personal Information*

*RSA 189:70, Educational Institution Policies on Social Media*

*RSA 644:21, Searches of Portable Electronic Devices*

*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:



38 Riverside Street  
Nashua, NH 03060  
603-966-1500, Fax: 603-594-4361

Shawn Smith  
Director, Plant Operations

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## MEMORANDUM

To: Nashua Board of Education

Via: Krystal De Gray, Chief Operating Officer

From: Shawn M. Smith, Plant Operations Director

Date: July 17, 2025

Subject: Recommendation to Approve Additional Service to Facility Master Plan

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The proposal provided by Harriman for the Facility Master Plan RFP included conducting an enrollment projection study. This study will provide important and accurate data that Harriman needs to guide the development and any recommendations in the Facility Master Plan as well as the concurrently running Strategic Plan Committee. Initially this add-on proposal was not recommended, but it is clear that accurate enrollment projections benefits both committees and ultimately, the District. Our last full study was done in the 2019-20 school year. This multipurpose study will also be utilized by the District for budgeting over the next few years.

Attached please find the proposal provided by Harriman for this study.

### Summary of the spending to date:

Facility Master Plan - \$281,000  
Add Administration Building - \$8,200  
Sub Total - \$289,200

*Enrollment Projections - \$18,200*

New Total - \$307,400

The BOE previously approved \$303,000, so the needed increase is \$4,400. The Aldermen approved \$325,000, so we are still well under that amount.

***Recommendation to approve the Enrollment Study add-on contract with Harriman for use in the Facilities Master Plan at an amount not to exceed \$18,200.00. Account provided by Board of Alderman.***

June 23, 2025

Shawn Smith [smithsha@nashua.edu](mailto:smithsha@nashua.edu)  
Director of Plant Operations  
Nashua School District  
38 Riverside Street  
Nashua, NH 03062

Re: Nashua School District  
Nashua Master Plan  
Nashua, NH  
No. 25113  
Add Service Proposal – Enrollment Projections and coordination

Dear Shawn:

We are pleased to submit this additional service proposal to include the Enrollment Projections as part of the Facility Master Plan for the Nashua School District. This is an additional service to Purchase Order Number 194077. The following is our understanding of the project, proposed scope of services, fee, and schedule to assist you in developing a plan for this work.

## **STATEMENT OF UNDERSTANDING**

Add Enrollment Projections to the Facility Master Plan Project.

## **SCOPE OF WORK**

The Enrollment Projections will be Project Managed by Harriman and performed by NESDEC. The following tasks are to be completed as part of the enrollment projections.

1. Gather and analyze federal census data (and updated estimates) on factors relevant to growth within the community, including population size, household size and age composition.
1. Gather and review live birth data from the New Hampshire Bureau of Vital Records and from local municipal offices.
2. Interview (by telephone and/or videoconference) municipal officials (including the planning departments), as well as regional planning staff, selected realtors/developers, and other appropriate individuals in order to gather data on growth within the community as measured by housing, zoning, and other factors which tend to limit or encourage growth.
3. To the extent data is available, analyze public school, non-public school, and vocational school enrollment data for the past ten years.
4. Prepare an analysis of the factors impacting past and future enrollment.
5. Prepare a ten-year enrollment projection on a grade-by-grade, school-by-school, and grade combination basis using the most recent historical data available.
6. Prepare an analysis of the enrollment projections including a discussion of the combined cohort (modified cohort survival) methodology used in their preparation.
7. Outline the assumptions upon which the enrollment forecast is based.

Mr. Shawn Smith  
Nashua School District  
June 23, 2025  
Page 2

## SCHEDULE

We can begin this work immediately following receipt of your authorization to proceed. It will take approximately four months to complete but may vary depending on availability of municipal and school officials, and availability of documents and information.

## FEE

Our fixed fee for the above-described service is \$18,000 + reimbursable expenses (assume \$200).

The quoted fees are based on our current knowledge of the scope of design and engineering work required for this project. If this project becomes greater in scope than we currently understand, we reserve the right to negotiate a fair increase in fee. An increase from the original scope of work and the respective fee change must be described in writing and be accepted prior to the respective additional work commencing. Increased scope will be billed at our current hourly rates (see attached hourly rates).

If this proposal and the attached Terms and Conditions are satisfactory and acceptable, please signify your acceptance by signing below and returning to our attention.

Thank you for the opportunity to submit this proposal. If you have any questions or need additional information, please contact me.

Sincerely,  
Harriman



Lisa D. Sawin, AIA, LEED AP  
Principal  
[lsawin@harriman.com](mailto:lsawin@harriman.com)

Sincerely,  
Harriman



Jamie D. Ouellette, AIA  
Senior Architect  
[jouellette@harriman.com](mailto:jouellette@harriman.com)

Accepted by:

---

Representative /Signature  
Nashua School District

---

Date

jeg

Enclosures:    Hourly Rates  
                     Terms and Conditions

# Harriman

## 2025 HOURLY RATES

Principal .....	\$ 285
Senior Associate .....	210
Associate .....	190

### Architecture & Interior Design

Senior Architect .....	165
Architect .....	130
Senior Architectural Designer .....	120
Senior Interior Designer .....	120
Architectural Designer/Interior Designer .....	95

### Engineering

Senior Engineer .....	175
Engineer .....	150
Senior Engineering Designer .....	140
Engineering Designer .....	130

### Interdepartmental Services

QA/QC Specialist .....	120
Project Assistant .....	90

## TERMS AND CONDITIONS

Work performed by Harriman will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No warranty, express or implied is made.

### INVOICES, TERMS, AND CHARGES

Harriman will submit invoices to the client on a monthly basis. Billing will usually occur at the end of each month. Payment on each invoice is due 30 days net from the posted date of invoice. Failure to pay invoices within the allotted time will constitute a breach of contract and will result in suspension of work by Harriman until all overdue payments are made in full. A service fee of 1-1/2% of the overdue balance will be charged monthly on all accounts not paid within 30 days of the date of invoice. If a suit is filed, attorney's fees, and other costs incurred in collecting any delinquent account, shall be paid by the client in any judgment in favor of Harriman.

Charges for professional, technical, and administrative personnel are computed by multiplying the hours of labor by the latest personnel rates.

Company and personal vehicles used in conjunction with project work will be charged at the IRS Standard Mileage Rate in effect at the time of the trip. Vehicle rental or special vehicle requirements will be charged directly to the client. Reimbursable project-related expenses are billed at cost +10%.

### CLAIMS FOR CONSEQUENTIAL DAMAGES

The architect and the owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiving is applicable, without limitations, to all consequential damages due to either party's termination.

### OWNERSHIP OF DOCUMENTS

With the exception of the reports supplied to the client as a deliverable, all other documents prepared by Harriman shall remain the property of Harriman as instruments of service. The client agrees that all reports and other work furnished to the client or his agents, that is not paid for, will be returned upon demand and will not be used by the client for any purpose whatever.

### ELECTRONIC FILES

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Harriman, the client agrees that all such electronic files are instruments of service of Harriman. The client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the project. The client further agrees to waive all claims against Harriman resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than Harriman. In no event will Harriman be liable for indirect or consequential damages as a result of the client's use or reuse of the electronic files.

### THIRD PARTY EXCLUSION

This agreement does not create any right or benefits for parties other than Harriman and the client.

### THIRD PARTY RELIANCE

This agreement does not allow any party other than the client to rely on reports or other work furnished to the client without the express permission of Harriman.

### DISPUTES

In the event that the client makes a claim or brings action against Harriman for any act arising out of the performance of Harriman work, and fails to prove such a claim or action, then the client will pay all legal and other costs incurred by Harriman in defense of such claim or action.

### INDEMNIFICATION

In connection with the services performed by Harriman and its officers, agents, and employees, the client agrees to indemnify and hold harmless Harriman, its officers, agents, and employees, against any and all claims, liability, injury, loss, or damage, and any expense arising therefrom, including loss or damage, and expense arising therefrom, including costs and attorney's fees, except for those claims, injuries, and damages arising out of negligent or willful misconduct of Harriman or its officers, agents and employees acting within the scope of their employment.

### LIMITATION OF LIABILITY

The client agrees to limit Harriman liability to the client on the project arising from Harriman professional acts, errors, or omissions, such that the total aggregate liability of Harriman to all those named shall not exceed Harriman total fee for services rendered on the project.

### INSURANCE

Harriman represents and warrants that it is protected by Workmen's Compensation insurance. Harriman shall not be responsible for any loss, damage, or liability arising from any acts by client, its agents, staff, and other consultants employed by it.

### TERMINATION

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. In the event of termination, Harriman shall be paid for services performed to the termination notice date, plus reasonable termination expenses.

### MISCELLANEOUS

This agreement shall be governed and construed in accordance with the laws of the States of Maine and New Hampshire.

**MEMORANDUM**

TO: Board of Education  
FROM: Krystal De Gray  
DATE: July 21, 2025  
SUBJ: School Meal Price Increase

The Food Service Department, in conjunction with the Chief Financial Officer, are recommending a necessary increase in the prices of student meals, which have remained unchanged since 2016-17. Over the past several years, our Food Service Department has worked diligently to manage rising costs while continuing to provide nutritious and high-quality meals to our students.

Last year, the cost of food increased by \$800,000, in addition to labor costs. Our Food Service Department operates as a self-funded program, meaning it receives no support from the District (Operating Budget) or the City of Nashua. Without a modest increase in meal prices, the department will begin to operate at a deficit—compromising not only the program’s fiscal health but also its ability to serve students consistently and effectively. We recommend the following increases:

Within the guidance of NHD OE - As of FY 2026

Elementary

- Breakfast: \$1.25 to \$1.50
- Lunch: \$2.55 to \$2.75

Middle School:

- Breakfast: \$1.50 to \$1.75
- Lunch: \$2.75 to \$3.00

High School:

- Breakfast: \$1.75 to \$2.00
- Lunch: \$3.00 to \$3.25

Milk:

- \$.50 to \$.75 (our cost \$.43)

Adult Meals:

- Breakfast: \$2.00 - \$2.75 all moving to \$3.50
- Lunch: \$3.50 moving to \$4.50

We are committed to ensuring that no child goes hungry. Students who qualify for free or reduced-price meals will continue to receive meals at no cost or at the reduced rate, based on their approved family applications. This change will not impact those families.

While we understand that any increase in cost can be difficult, this recommendation is driven by the financial necessity to maintain a sustainable, high-quality food service program. Our goal is to continue meeting federal nutrition standards while keeping meal prices as low as responsibly possible.

***Recommendation to approve the 2025-26 student meal increases for the 2025-26 school year.***