



## In-District and Out-of-District Special Education Transportation

Timberlane Regional School District (hereafter the "District") is soliciting proposals from student transportation contractors (hereafter the "Carrier") to provide In-District and Out-of-District Special Education Transportation.

The District will receive sealed proposals for In-District and Out-of-District Special Education Transportation in accordance with the specifications, terms and conditions.

The submission of a proposal shall be conclusive evidence that the Proposer has read and understands the information contained in the specifications.

The RFP for the In-District and Out-of-District Special Education School Bus Transportation Services is located at [www.timberlane.net/rfp](http://www.timberlane.net/rfp) or call 603-382-6119.

Three (3) copies and one (1) signed of the proposal must be submitted in a sealed envelope, plainly marked:

### "Special Education Transportation Bid"

Attention: Superintendent of Schools  
TIMBERLANE REGIONAL SCHOOL DISTRICT  
SAU 106  
30 Greenough Road  
Plaistow, New Hampshire 03865

The District is not responsible for proposals not properly marked.

Proposals submitted by fax or electronic mail will not be considered.

**All proposals must be typed. Handwritten proposals will not be considered.**

**PRE-PROPOSAL MEETING: September 15, 2022 at 2:00 p.m. at the Superintendent of Schools' Office, 30 Greenough Rd. Plaistow, NH 03865.** The Carrier will submit their bid and is expected to present a verbal outline describing their services, operations, and billing procedures. The Carrier should also be prepared to be interviewed by the Transportation Committee. If you are unable to attend, please contact Kelly Salovitch at 603-382-6119 ext. 2217 or [Kelly.Salovitch@Timberlane.net](mailto:Kelly.Salovitch@Timberlane.net).

**Proposals will be opened publicly on October 6, 2022 at 12:30 PM.**



## PROPOSAL OPTIONS (You may bid on one item or both items; please check all that apply)

- In-District Special Education Transportation
- Out-of-District Special Education Transportation

## TERM OF CONTRACT

The initial term of the contract for services will be three (3) years, commencing with the opening of the 2023-2024 school year on July 1, 2023. The contract may be extended for up to two (2) one (1) year terms at the District's discretion.

## GENERAL CONDITIONS

1. The District reserves the right to reject any or all proposals, wholly or in part, to waive any informality therein, to accept any proposal even though it may not be the lowest proposal, and to make award which in its sole and absolute judgment will best serve the District's interest.
2. The District may make such investigation as deemed necessary to determine the ability of the Proposer to discharge this contract. The Proposer shall furnish the District with all such information and data as may be required for this purpose.
3. All bids must be submitted on the forms provided and conform to all conditions contained therein. Failure to comply may result in the rejection of the proposal by the District.
4. Proposers **MAY NOT** withdraw their proposal for a period of forty-five (45) days from the date of proposal opening.
5. All proposals for school bus transportation should be based on a one hundred eighty (180) day school year schedule. There will be no surcharges related to make up days for no school days. Summer School and Extended School Year may run from the end of June until the end of August in any year and the number of buses utilized will be determined by the number of students attending.
6. The District reserves the right to cancel or alter this service because of enrollment changes, budget consideration, incompatibility of students and/or drivers and/or aides, or unforeseen circumstances which require a change.



7. The successful Carrier shall, after being awarded the contract, and before doing any work, furnish Certificates of Insurance, including Automobile Property Damage Liability, Public Liability and Workers' Compensation Insurance in the amounts outlined in the proposal specifications. Copies of insurance certificates shall be required at the beginning of each school year. The Carrier shall carry insurance under which the District shall be named as an additional insured for the duration of the contract. The Carrier will immediately notify the School District if the Carrier receives any notice from the insurance company or companies providing such insurance coverage that such company or companies intend to cancel any part of such insurance; such notice shall be in addition to any obligation of the insurance company or companies to notify the District as an additional insured.
8. All proposal respondents will be responsible for the costs associated with the preparation of the requested proposals, and the District will in **NO** way be held liable for these costs.
9. The Carrier agrees to indemnify, hold harmless and defend the District, their School Board, and all administrators, employees, or agents of either/or the District, against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, costs, expenses, and attorney's fees, in any manner, caused by, arising from, incidental to, connected with or growing out of the operation of this contract.
10. The contract shall include a non-appropriation clause which states, "In the event that sufficient funds are not appropriated for student and/or school transportation services during the ensuing fiscal year, the District may terminate this agreement by written notice within thirty (30) days of adoption of the district budget for the fiscal year in question, and the agreement shall be terminated effective immediately."
11. During the term of the contract there may be situations when adjustments may need to be made to the existing contract. Examples: Extracurricular change, change in program, population shift, redistricting, financial conditions, late runs, activity bus, etc. It is agreed that the District may delete, add or change portions of the transportation system if financial conditions warrant the change.
12. The District reserves the right, at any time during the term of the contract, and after consultation with the Carrier, to cancel said contract when the terms of the contract have been violated or the vehicles provided by the Carrier are being operated in a condition or manner which imperils the safety of the passengers. The District shall have the right to declare the Carrier in default if (a) the Carrier becomes insolvent; (b) the Carrier makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition of bankruptcy is filed by or against the Carrier; or (d) the Carrier is unable to provide evidence of required insurance coverage as set forth below. If the Carrier is declared in default for any reason, the District shall have the right to terminate the contract. In the event of a contractual termination, the District reserves the right to employ another carrier to complete the term of this agreement. The original Carrier shall be responsible for any extra or additional expense or damages suffered by the District. In that event, the Carrier will be required to indemnify the District for any loss that may be sustained.



13. The Carrier shall procure and maintain all applicable permits, licenses, and approval necessary for the performance of services under the contract at Carrier's expense. The Carrier assumes responsibility for any changes in State and Federal laws concerning school transportation which may occur during the life of the contract.
14. The Carrier and their subcontractors, as required by law, shall not discriminate against any employee or applicant for employment with them with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relating to employment, because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a job or position, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the contract.
15. In the event of a strike, Lockout or any other reason causing the interruption of services or operations, the District has the right after notification in writing to secure such other transportation as may be necessary and charge the cost of same to the account of the Carrier. If other transportation is not secured, deduction will be made from the monthly payment to the Carrier for each day of service not rendered. These deductions will be based on one hundred eighty (180) operating days.
16. Carrier will be required to work with the District's billing service company to provide information on mileage and attendance for each student's ride and other requirements to help with Medicaid reimbursement.
17. Carrier's invoice for monthly billing must include details of all services and whether they are provided with a single or shared ride.
18. All payments to Carrier shall be made by the District within thirty (30) days after the Carrier has submitted a proper monthly bill, submitted in the form and manner prescribed by the Business Administrator. The District assumes no responsibility for late payments caused by improper billings.
19. The Carrier shall certify that each of its employees who will have contact with pupils of the District has read and understands their statutory reporting duties under RSA 169-C:29.
20. The Carrier agrees that during the term of the contract or any contract extensions to work under the direction of the Superintendent or his/her designee. The Carrier will be solely responsible for the safety, welfare, conduct, control and census of students being transported.
21. The Superintendent or his/her designee may ride any route at any time without prior notice. It is understood that such an individual shall not in any way interfere with the driver's safe operation of the vehicle or ask for changes be made while on route. Results of such ride observations shall be made known to the Carrier in writing via the Superintendent.



22. The contract documents shall consist of the RFP "In-District Special Education Transportation" and/or "Out-of-District Special Education Transportation," all documents submitted by the Carrier in satisfying this Request, and a signed contractual agreement executed in a form approved by the District.
23. The SAU #106 shall not award a contract to an unqualified bidder who does not furnish satisfactory evidence that their firm:
  - has a minimum of three (3) years' experience in special education school bus transportation.
  - can provide a minimum of three (3) current references of established clients in New Hampshire or northern Massachusetts.
  - has sufficient operating capital.
  - has the necessary buses meeting all listed requirements.
  - employs licensed and trained drivers able to perform to the satisfaction of the District.
24. No bid shall be accepted from any contractor, who, in the past five (5) years has had a contract terminated for cause and/or been declared in default.

### **CARRIER REQUIREMENTS**

1. The Carrier shall have buses and drivers available on one (1) hour's notice for early closing of one (1) or more schools in emergencies and upon one (1) day's notice for early closing of school for scheduled all staff workshops, in-service meetings, parent conferences, or other activities.
2. The Carrier will require bus drivers to complete training as required by the State of New Hampshire.
3. The Carrier shall maintain an indoor maintenance and dispatch terminal sufficient to service the needs of the buses and drivers. While the terminal is not required to be located within the School District, the Carrier must be able to demonstrate that the location of the terminal shall not jeopardize the timely delivery of services, or the ability of the Carrier to respond quickly to emergencies requiring the immediate dispatch of buses to a school(s) due to an emergency. The maintenance facility shall comply with all EPA, local, state and federal regulations.
4. The manager of the Carrier must have a minimum of five (5) years' experience in student transportation management and must be approved by and continue to have such approval of the Superintendent of Schools. This person will not be assigned to drive a bus route and will be always on call to assist in routing changes or in the event special transportation arrangements must be made due to unforeseen circumstances.
5. The Carrier agrees to conduct bus evacuation drills for all students at least twice per school year or as required by law/rules. Such drills shall be scheduled with each individual school and be conducted at times which will not conflict with regular route operations. The Carrier shall provide all drivers with specific training in bus evacuation procedures. Rear door evacuation drills shall be performed during the September/October schedule each year. Front door evacuation drills shall be performed during the April/May schedule each year.
6. The Carrier shall provide a wage and benefit package that will be sufficiently competitive to enable the Carrier to meet the terms of the contract for providing services. The package must support the Carrier in attracting and retaining qualified staff.



7. If the District requests additional time frames or transportation services for additional schools that the Carrier cannot accommodate, the Carrier and the District shall evaluate and work together to implement the most cost-effective solution to meet the desired transportation needs, including outsourcing to other vendors. The District reserves the right to modify the length of day for any buses including changing start and end times of the school day at one or more of the District's schools.
8. The Carrier will supply the District with student ridership counts in a digital spreadsheet on a monthly schedule provided by the District starting in September and ending in June of each year in a format provided by the District.
9. The District at its discretion may require the Carrier at its sole expense to provide a performance bond before the start of the school year. The carrier shall procure and maintain in force a performance bond if the District requires it from an insurance or surety company licensed to do business in the State of New Hampshire for the District conditioned upon the faithful performance of the term of the contract, in the amount equal to twenty-five (25) percent of the estimated first year contract and twenty-five (25) percent for each succeeding year of the contract.
10. An emergency telephone number is to be provided for reaching the Carrier in the event of inclement weather or other reasons for closing schools. The Superintendent or his/her authorized agent will make every attempt to notify the Carrier no later than 5:30 AM on the day in question. Special weather conditions will require special decisions to delay opening and/or early dismissal.
11. The District reserves the right to set pupil discipline standards which shall be enforced by the Carrier. The Carrier agrees that during the entire time of transportation service they will be responsible for the safety and the welfare, conduct and control, of the pupils whom they are transporting.
12. The Carrier agrees to make detailed written reports to the Office of the Superintendent of Schools, 30 Greenough Rd, Plaistow, NH 03865, within twenty-four (24) hours of any accident involving a school bus while operating for the school district. The Carrier shall notify the Office of the Superintendent of Schools immediately by phone of any accident. This reporting requirement shall also apply when students are hurt on or by a school bus regardless of the cause.
13. In all cases, tolls, parking fees and bus expenses will be paid by the Carrier.
14. If, at any time, the Carrier does not provide the number or type of buses required for field trips or extra-curricular or athletic events, the District reserves the right to secure other transportation.
15. The Carrier shall procure and maintain all applicable permits, licenses, and approval necessary for the performance of services under this contract at the Carrier's expense.
16. The Carrier assumes responsibility for any changes in State and Federal laws concerning school transportation which may occur during the life of the contract.



## INSURANCE

1. Certificates of any and all insurance shall be filed with the District prior to August 20<sup>th</sup> of each school year and the adequacy of such insurance shall be subject to approval by the District.
2. Automobile and general liability insurance shall be required to be carried by the Carrier during the life of any Agreement. This insurance shall be with a company or companies satisfactory to the District and licensed to do business in the State of New Hampshire. The insurance shall have a combined single limit in the amount of six million dollars (\$6,000,000). The insurance may be arranged under a single occurrence basis policy or by a combination of an underlying policy with the balance provided by an Excess or Umbrella policy.
3. The Carrier shall maintain Workers' Compensation insurance for all employees engaged in the transportation of students. All bus drivers and other personnel engaged in the transportation activities set forth in the Agreement are the employees of the Carrier. The Carrier will immediately notify the District if the Carrier receives any notice from the insurance company or companies providing such insurance coverage that such company or companies intend to cancel any part of such insurance; such notice shall be in addition to any obligation of the insurance company or companies to notify the District as an additional insured.
4. Sexual Misconduct and Molestation Insurance must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming the SAU 106, Timberlane Regional School District, and any public officials, agents, or employees. This can be either a separate policy or as an endorsement to the General Liability Policy. If endorsed on the General Liability Policy, it must be clearly stated that the Automobile Exclusion on the General Liability Policy does not apply to this coverage.
5. Such policy(ies) will name the District, the School Board, the Superintendent and SAU 106 as a co-insured and a certificate of insurance must be received by the CFO/Business Administrator by July 1<sup>st</sup> of each contract year. The Carrier will immediately notify the District if the Carrier receives any notice from the insurance company or companies providing the insurance coverage that such insurance company or companies intend to cancel any part of such insurance; such notice shall be in addition to any obligation of the insurance company or companies to notify the District as an additional insured.
6. The Carrier will be required to indemnify the District for any loss that they may sustain from any cause arising out of the performance or lack of performance of any agreement by the Carrier.
7. The Carrier shall be responsible at all times to ensure that all insurance limits must meet or exceed those required by the State of New Hampshire, Department of Transportation.

## TERMINATION

1. The District reserves the right to terminate the Contract whenever it deems the Carrier's performance unsatisfactory or if circumstances arise making the transportation of students unnecessary. If circumstances arise making the transportation of students unnecessary, the District shall provide the Carrier with written notice that the Contract will terminate for this reason fourteen (14) calendar days after the Carrier receives said written notice.



2. In cases where the District deems the Carrier's performance unsatisfactory, the District shall provide written notice to the Carrier of the deficiencies. Carrier will have fourteen (14) calendar days from receipt of such notification to correct those deficiencies to the satisfaction of the District, or the District may send additional written notification to the Carrier that the Contract will terminate fourteen (14) calendar days after the Carrier's receipt of the second written notice.
3. If this termination of the contract results in the necessity to bid or otherwise negotiate a new contract for transportation service with another transportation Carrier, the Carrier will be responsible for indemnifying the District for any and all costs, damages or expenses incurred in obtaining a new contract including but not limited to obtaining service for the remaining term of the contract.
4. The District shall also have the right to declare the Carrier in default and terminate the contract if:  
(a) the Carrier becomes insolvent; (b) the Carrier makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition in bankruptcy is filed by or against the Carrier.
5. Any termination of the contract by the District shall be without cost or penalty to the District. The District shall be liable to pay the Carrier only such amounts as are due as of the date of termination.

**NON-PERFORMANCE LIQUIDATED DAMAGES (NOT A PENALTY)**

1. If, at any time, the Carrier does not provide the required number of buses or drivers for any part of the transportation system, the District may deduct from the monthly payment the daily cost of the bus. Accordingly, the Carrier shall also pay the District liquidated damages (but not a penalty) an additional \$500 for each incident that the required numbers of buses or drivers are not provided in accordance with the contract.
2. The District has required that the Carrier provide digital cameras for the vehicles. The vehicles are required to have operating digital camera at all times. The District reserves the right to assess \$50.00 per day as liquidated damages (not a penalty) for each non-operable system. All repairs must take place within 24 hours.
3. The District requires that all buses that are utilized in the performance of the contract have operating and active two-way radios. A \$50.00 per day per bus liquidated damages (not a penalty) may be made for each occurrence of failure to meet this requirement. All repairs must take place within 24 hours.





## INDEMNITY

The Carrier shall indemnify, defend and hold the District, the School Board, the Superintendent and their respective officials, agents and employees harmless from any and all claims, demands, actions and causes of action, damages, costs, loss of service, expenses (including legal expenses), and compensation, including but not limited to any and all claims for negligence, intentional conduct, personal injury or death and property damage which may, in any way, arise from or out of the operation of Carrier pursuant to the terms of the contract, whether such operations be performed by the Carrier itself, or anyone directly or indirectly employed by it or any other person or company retained in any way by it to carry on all or a portion of the operations necessary to abide by the terms of the contract.

## ROUTES AND SCHEDULES

1. The District currently has eight (8) year-round in-district buses servicing 52 special needs students from home to school routes in Atkinson, Danville, Plaistow, and Sandown. In addition, 24 students require out of district transportation. The number of buses required can vary and change due to enrollment.
2. Extended School Year (ESY) bus service for summer programs would require buses, depending on location of the program and number of students. Each bus would have a general route around each town in the District for one hour in the morning and one hour midday return trip.
3. In the event of early dismissal of students by the District or of any school serviced pursuant to the contract, the Carrier agrees to provide the normal level of bus service for such early dismissal, provided, however, that the District shall provide the Carrier with notification as to any such early dismissal or other unique transportation needs.
4. Field Trips: Field trips are scheduled for the most part during school hours. There may be occasions when certain trips will run beyond the normal school day. Please include a minimum charge for local trips such as in-district trips from school to school.
5. At no time will any student ride any route longer than sixty (60) minutes without requesting for permission from the District's Transportation Coordinator.

## EQUIPMENT REQUIREMENTS

1. At the start of this contract, all Home-to-School, Vocational, and Late bus vehicles shall be no older than three (3) years old. In addition, for the duration of this contract, no vehicle shall be more than seven (7) years old. Spare vehicles shall be no older than five (5) years old at the start of the contract. In addition, for the duration of this contract no spare vehicle shall be more than eight (8) years old.
2. The District is currently provided with seventeen (17) vehicles, some of which are equipped for wheelchairs and ambulatory students. The District wishes to continue with fifteen (15) buses but reserves the right to downsize or increase as student enrollment may diminish or demographics change.



3. A bid should be submitted for 17 buses for the next 3 years with an optional 2-year extension. Please include maximum hours of operation in bid price if applicable. The District would prefer not to have a limit on hours. Include hourly rates of service for vehicles using additional hours that might not be included in the contract price per vehicle.
4. On or before July 1st of each school year, the Carrier shall provide the District with a list to include the identification number, year, capacity, chassis, and body, of all vehicles to be used to transport students under the contract.
5. The Carrier agrees that all buses, including spares, will be equipped with Child Check Mate systems and front crossing arms to aid in students crossing. All buses should be kept clean and provide proper heat and ventilation and that all the laws of the State of New Hampshire concerning the safe transportation of children shall be rigidly adhered to.
6. Each bus, including spare buses, shall be equipped always with operable two-way radios, having a capacity sufficient to conduct two-way radio voice communication between the vehicles and the Carrier's terminal office. Each TRSD school and SAU office shall be equipped with handheld or base radio sets furnished by and maintained by the Carrier.
7. At the Carrier's sole expense, all vehicles will be maintained in safe mechanical repair and condition at all times and shall be properly equipped, cleaned and painted to the satisfaction of the District. The Carrier shall develop and maintain a preventative maintenance schedule for all buses. All vehicle expenses including but not limited to tolls, parking fees, cleaning, maintenance, upkeep, inspections, and cost of fuel necessary to operate the buses on their routes or during any other service pursuant to the contract will be the sole responsibility of the Carrier. Copies of all records based on such maintenance schedule shall be available to the District on request. All vehicles will be available for inspection by the District on or before August 20<sup>th</sup> of each school year and any time thereafter for the duration of the Contract. The District shall possess the sole right to single out and eliminate from service any vehicle, which in the sole discretion of the District is unfit for the purposes of transporting students.
8. The Carrier shall have each bus used for the contract inspected in accordance with all Federal, State, and Local laws, rules, and regulations. The Carrier shall provide documentation of inspection compliance to the District upon request. The Carrier shall not utilize any bus that is deemed to be out-of-service in accordance with the State of New Hampshire rules and regulations.
9. All vehicles supplied by the Carrier must be equipped and maintained in accordance with applicable New Hampshire State statutes and regulations of the Division of Motor Vehicles, Department of Safety, now in force or hereafter adopted or promulgated, and shall conform with all rules and regulations now in force or from time to time adopted and approved by the New Hampshire State Board of Education and/or the District. The Carrier shall be subject to the audited inspections conducted by the State Motor Vehicle Department each year for school buses with copies of the inspection reports to be forwarded to the District.
10. The Carrier shall provide each driver a means of emergency communication while driving extracurricular activities including field trips.
11. Each vehicle shall be equipped with digital cameras for surveillance and monitoring student behavior. The system should have two (2) mounted cameras in each bus. The Carrier will ensure that all statutes under Chapter 570-A Wiretapping and Eavesdropping, Section 2 are met. See attachment A: Chapter 570-A.



12. Cameras will be operational at all times that the vehicle is running, including deadhead time, idling, and during the transportation of students, and must be capable of having any audio features disabled.
13. Spare buses must be equipped with comparable digital cameras if they are serving in normal daily service for three days or more.
14. All storage, retention, erasing, and viewing will follow the School District's policy concerning video tapes. When requested, access is to be given to the Transportation Coordinator with the intent of school administrators being able to view the recording.
15. The District is requiring that all buses be equipped with GPS tracking devices that allow the Carrier to monitor bus location in real time (within 30 seconds). Historical location information must be made available to the District within 24 hours when requested. The District shall also have access to the real-time GPS tracking information. GPS tracking must be on at all times that the bus engines are turned on and should not be able to be disabled by the bus driver. The Carrier and the District shall agree on the GPS system to be utilized. The Carrier will provide an application that allows parents to view the progress of the bus in real time (within 30 seconds). For security, each student/parent must have a unique ID number.
16. All buses including spares must be seatbelt ready. The District is not specifying make and model of bus or integrated lap-shoulder safety belts.
17. Buses are to be registered in the names of the Carrier. These buses shall be registered by the State of New Hampshire in one of the towns in the Timberlane Regional School District.
18. All spare buses will meet the same requirements as the regular buses.
19. Snow tires will be required on all buses during the winter months, October to April.
20. All buses will have PA systems that can be used internally and externally.
21. The Carrier agrees that buses will not operate above the rated capacity and standees are not permitted.
22. When traveling on school grounds, buses shall follow the traffic patterns established by the School Board, Superintendent and/or Superintendent's designee. All buses shall observe the "New Hampshire School Bus Ant-idling Initiative" as directed by the NH Department of Environmental Services.



23. No buses or parts which have been disapproved by the District shall be used in the work and the Carrier shall replace such buses or parts which, in the opinion of the District are unsuitable or not in conformity with the contract or specifications. The Carrier shall, promptly replace any bus or parts rejected or condemned, and shall not be allowed extra time or compensation for completion of the work by reason of rejection.
24. The Carrier agrees to comply with all provisions of the "School Bus Transportation Rules," Document #2848, relative to SAF-C 1300 School Bus Rules, filed with the NH Director of Legislative Services, including all amendments and changes thereto. All applicable Federal and State laws and regulations pertaining to the operation of school buses including but not limited to inspections, insurance, training, and driver licensing.
25. The District reserves the right to increase or decrease the number of buses over the term of the contract. The increase or decrease cost will be dictated by the daily rate as stated in the contract.
26. All vehicles provided by any Carrier shall comply in every respect with all local, New Hampshire State and Federal Laws, regulations, and ordinances applicable and pertaining to the transportation of pupils in effect at the commencement of any contract period and promulgated during the life of any contract period.
27. The Carrier agrees to have GPS installed on all buses at the Carrier's expense. Such system will be helpful in tracking buses arriving at destinations in a timely manner and to provide proof to the District of the same.
28. All buses must be equipped with operational two-way radio equipment, or a cellular telephone for communication between each bus and/or Carrier's terminal office.

## **DRIVERS**

1. All drivers used to operate a vehicle under the contract will be licensed and certified according to the State of New Hampshire School Bus Rules, Regulations and Laws. Each driver shall have a physical examination as prescribed by the State of New Hampshire for operating a commercial motor vehicle, or any other vehicle used to transport students, and the Carrier shall provide a copy of the Medical Certificate to the Office of the Superintendent of Schools prior to the start of school each, and prior to any new or replacement driver transporting students under the agreement.
2. When the District students are on board of a bus, the driver shall in addition to complying with all Federal, State, and Local Laws, rules, regulations, and policies, adhere to policies and procedures of the District.
3. Drivers will be familiar with and comply with all current, written rules, policies and procedures of the District pertaining to students riding the District bus or on the District sponsored trip.
4. Drivers are responsible to report unacceptable student behavior to the appropriate building principal via the established written procedure.
5. At no time may a driver ask or demand that a student leave a bus at an unauthorized stop or take any disciplinary action which will endanger any student.
6. Drivers are to remain on the bus at all times when the children are on board unless relieved by an authorized bus supervisor.



7. Drivers will not smoke or carry a lighted cigar, cigarette, E-Cig, or pipe while on school grounds or inside the bus whether children are riding or not.
8. Drivers shall not imbibe alcoholic beverages while operating the bus.
9. Drivers shall not use illegal drugs and the Carrier shall perform random drug testing on all drivers.
10. Drivers shall make sure all students are seated before moving the bus.
11. Prior to the opening of school in September of each year, the Carrier shall be required to furnish the District with a list of drivers and substitutes containing the following information:
  - a) Name of the operator;
  - b) Residential address;
  - c) Telephone number;
  - d) Certificate of physical examination;
  - e) Record of previous driving experience;
  - f) Copy of current School Bus Certificate;
  - g) Bus or route assignment;
  - h) Evidence that a satisfactory reference has been received and verified;
  - i) Evidence that a criminal records report was obtained from the State Police.
12. The District shall approve all drivers and substitutes prior to their operating a bus for the District. The District may require the Carrier immediately remove any driver, if such removal is determined to be in the best interest of the District. If the District determines that a driver be removed, it will be final and there will be no expectation that the District will meet with the driver or their representative. The drivers are employees of the Carrier and all disciplinary actions will be the responsibility of the Carrier.
13. Drivers shall not be permitted to carry any person other than a school officer, teacher or chaperone while transporting students without the express consent of the Carrier and the District, with exception of the Carrier's employees such as supervisors or driver trainees.
14. Drivers shall not permit any person other than authorized law enforcement and emergency personnel (or those identified above) to step aboard the bus while students are present in the vehicle.
15. No driver shall be considered an employee of the District and the Carrier alone shall be responsible for the acts and omissions, conduct or control of any and all personnel in its employ.
16. The Carrier shall maintain a personnel file on each bus driver which shall be open for inspection by the School District and shall meet the requirements set forth by the State of New Hampshire.
17. The proposer shall ensure that school bus driver candidates receive training in compliance with New Hampshire Statutes and SAF-C 1300 requirements. During the course of their employment, drivers shall be provided with ongoing training as required for behavior management, bullying and harassment procedures, passenger assistance techniques, First Aid and CPR, administration of an epi-pen, emergency procedures and other training programs.
18. Under RSA 189:13-a, (VI), the Carrier shall be responsible for completing and approving the criminal history background check on all drivers. The cost of the criminal background check shall be borne by the Carrier. See Attachment B: RSA 189:13-a. The Carrier will provide notice to the District that all drivers' background checks are without criminal records.



## **TRAINING**

1. The District has in place an Anti-Bullying and Anti-Cyberbullying policy (PUPIL SAFETY/ VIOLENCE PREVENTION, Policy Code JICK). The Carrier certifies that each of its employees who will have contact with pupils of the District has read and understands their reporting duties under the policy. See Attachment C.
2. The Carrier will make available to drivers any required training including those required by law and/ or are necessary to promote safe transportation of students including Chapter 193-J:2 Suicide Prevention Education (see Attachment D).

## **FORCE MAJEURE**

Notwithstanding anything to the contrary contained herein, in the event the Carrier's performance of the contract is temporarily interrupted due to acts of nature, civil disturbances, fire, war, governmental acts or any other similar condition, the Board shall excuse the Carrier from performance, and shall have the right to take over the operation of such buses that the Carrier is prevented from running until the Carrier is able to resume operation. The Board shall also be excused from payment for the period during which the Carrier is excused from performance. The Carrier agrees to use its best efforts to provide services hereunder, including during any period covered by the Force Majeure clause.

## **REQUEST FOR PROPOSAL SPECIFICATIONS**

Proposals must include the following information:

1. A general profile of the firm.
2. Schedules "A" and "B", "RFP Quotation Forms" completed and signed. Must be typed.
3. Signed Certification.
4. An inventory listing of buses to be used in the first year of the contract. This listing shall include for each bus the make of the bus and bus body, year of the bus, capacity, present mileage, and general condition.
5. Evidence from an insurance company licensed to do business in the State of New Hampshire, that the Carrier is able to secure a performance bond.
6. The Supervisor who will be assigned to this contract and his/her qualifications and experience. A resume may be submitted to provide that information.
7. A statement of the minimum wage scale and benefit package which will be offered to drivers providing services under the contract for each year of the contract.



8. A copy of all relevant Collective Bargaining Agreements.
9. A statement regarding the location of the transit terminal, the availability of the transit terminal to the respondent for lease or purchase, and the impact the location of the terminal will have on operations.
10. A statement regarding the respondent's training and safety programs for bus drivers.
11. A statement regarding the respondent's recruitment programs to hire and retain bus drivers.
12. Names, addresses, phone numbers, number of buses and contacts in other public-school systems, particularly those similar in size to the District, for whom similar services have been delivered in the past five years or are currently being delivered.
13. A statement regarding any past, present, or pending litigation with a client.
14. The name, address, telephone number, fax number, and email address of the firm and the contact person for this proposal.
15. Three (3) copies and one (1) signed original of the proposal must be submitted in a sealed envelope.
16. Five (5) business references, two (2) from New Hampshire.
17. A statement of business experience.



## DOCUMENTS AND SCHEDULES ENCLOSED

Schedule “A” In-District/Out-of-District Schedules	Page 17
Schedule “B” ESY Transportation Needs	Page 18
In-District School Addresses	Page 19
In-District School Times	Page 20
Out-of-District School Addresses	Page 21
Cost Statement	Page 22
Statement of Business Experience and Ability to Perform Certification	Pages 23-24
Attachment “A” Chapter 570-A	Page 25
Attachment “B”: RSA 189:13-A	Pages 26-38
Attachment “C”: Anti-bullying	Pages 39-41
Attachment “D”: Chapter 193-J:2	Pages 42-44
	Pages 45-46





## SCHEDULE A

### In-District Schedule

Currently, we require eight (8) year-round buses for in-district transportation. This is subject to change. The towns we service are Atkinson, Danville, Plaistow and Sandown.

### Out-of-District Schedule

Currently, we require nine (9) out-of-district buses. This is subject to change. Currently our out-of-district placements are listed below:

6 students in Plaistow attend CREST School

1 student in Danville attends Bartlett School/TEACH

1 student in Sandown attends Great Bay Charter School

1 student from Danville attends Learning Skills Academy

4 students from Plaistow, 2 students from Atkinson, and 2 students from Sandown attend

Lighthouse Academy

1 student from Sandown attends Longview School

1 student from Danville attends Monarch Academy

1 student from Plaistow attends St. Anne's School

1 student from Plaistow and 1 student from Atkinson attend Parker Academy

1 student from Plaistow attends Valley Cooperative



## SCHEDULE B

### EXTENDED SCHOOL YEAR TRANSPORTATION NEEDS

#### SUMMER JULY-AUGUST (6 WEEKS)

The Timberlane School District will utilize between seventeen (17) and twenty-two (22) buses for the summer program depending on number of students attending. All students except Summer Discovery and Out of District are transported to one elementary school (to be determined). Summer Discovery students attend the Middle School or High School. The number of buses are subject to change.

From: Atkinson, Danville, Plaistow, and Sandown

**To: Summer Discovery at TRHS/TRMS (4 weeks - July)**

Hours Tuesdays & Thursdays 8:00 - 4:00 (field trip days)

Wednesdays 8:00 - 11:00

**To: LD/EH Program at Elementary school (5 weeks - July to August)**

Hours Monday through Thursday 9:00 - 12:00

**To: ASD Program@ elementary school (6 weeks - July to August)**

Hours Monday through Thursday 9:00 - 2:00

**To: Low Incidence/Multi Handicapped (6 weeks - July to August)**

Hours Monday through Thursday 9:00 - 12:00

**To: Preschool (TLC) (6 weeks - July to August)**

Hours Monday through Thursday 9-12, 12-2, or 9-2

**To: Out of District Programs-TBD**

Rates should coincide with normal Out of District cost. If not explain:



**IN-DISTRICT  
SCHOOL ADDRESSES**

**Timberlane Regional High School**

36 Greenough Road  
Plaistow, NH 03865

**Timberlane Regional Middle School**

44 Greenough Road  
Plaistow, NH 03865

**Atkinson Academy**

17 Academy Avenue  
Atkinson, NH 03811

**Danville Elementary School**

23 School Street  
Danville, NH 03819

**Pollard Elementary School**

120 Main Street  
Plaistow, NH 03865

**Sandown North Elementary School**

23 Stagecoach Road  
Sandown, NH 03873

**TLC at Sandown Central School**

295 Main Street  
Sandown, NH 03873



## SCHOOL TIMES

	<u>START</u>	<u>END</u>
Timberlane Regional High School	7:20 AM	2:10 PM
Timberlane Regional Middle School	7:30 AM	2:20 PM
Atkinson Academy	8:40 AM	3:10 PM
Danville Elementary School	8:40 AM	3:10 PM
Pollard Elementary School	8:40 AM	3:10 PM
Sandown Elementary School	8:40 AM	3:10 PM
TLC at Sandown Central	8:50 AM	3:20 PM



## **OUT-OF-DISTRICT SCHOOL ADDRESSES**

**Bartlett School/TEACH** 551 Washington St Haverhill, MA

**CREST** 20 Shattuck Rd Andover, MA 01810

**Great Bay Charter School** 30 Linden St. Exeter, NH

**Learning Skills Academy** 1247 Washington Rd #3 Rye, NH

**Lighthouse** 25 Wellman Ave N. Chelmsford, MA

**Longview School** 55 Reservation Rd Deerfield, NH

**Monarch** 105 Eastern Ave. Rochester, NH

**St. Anne's School** 100A Haverhill St. Methuen, MA

**Parker Academy** 2 Fisk Rd. Concord, NH

**Valley Cooperative** 134 Coburn Rd. Tyngsboro, MA



## COST STATEMENT

All Bids must conform to the intent of the Bid Specifications and General Conditions listed on the RFP. Please provide Complete Bus Service rates (drivers, vehicles, supervision, fuel) for each route as listed. Includes roundtrip from home to public or private educational institution.

	Year 1	Year 2	Year 3	Option 1	Option 2
	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
<b>REGULAR IN-DISTRICT RATE/ROUTE</b>					
COST PER DAY PER BUS					
YEARLY TOTAL FOR 3 BUSES (180) DAYS					
AMOUNT PER DAY TO ADD A BUS FOR IN-DISTRICT TRANSPORT (BASED ON 180 DAYS)					
<b>OUT-OF-DISTRICT RATE/ROUTE</b>					
Crest Collaborative (Andover, MA)					
TEACH (Haverhill, MA)					
Great Bay Charter (Exeter, NH)					
St. Anne's Home (Methuen MA)					
Parker Academy (Concord, NH)					
Longview School (Deerfield, NH)					
Learning Skills Academy (Rye, NH)					
Lighthouse (Chelmsford, MA)					
Monarch (Rochester, NH)					
Valley Collaborative (Tyngsboro MA)					
COST PER MILE FOR OTHER OUT-OF- DISTRICT ROUTE LOCATIONS					
MAXIMUM OUT-OF-DISTRICT BUS CHARGE, PER DAY					
<b>EXTENDED SCHOOL YEAR ROUTE</b>					
COST PER DAY PER BUS					
YEARLY TOTAL FOR 4 BUSES					
<b>FIELD TRIPS, COMMUNITY TRIPS, AND SPECIAL TRIPS</b>					
COST PER HOUR/ CONTINUOUS WAIT TIME					
COST PER MILE					
<b>BUS MONITOR, RATE PER HOUR</b>					



## STATEMENT OF BUSINESS EXPERIENCE AND ABILITY TO PERFORM

1. How long have you been in the Special Education Transportation Business? \_\_\_\_\_ Years
2. How many school buses do you own at present? \_\_\_\_\_ Buses
3. Which software system do you currently use for route planning? \_\_\_\_\_
4. What School District contracts do you now hold? (Add separate sheet if necessary.)
  - a. \_ No. of Buses \_\_\_\_\_
  - b. \_ No. of Buses \_\_\_\_\_
  - c. \_ No. of Buses \_\_\_\_\_
5. State office personnel, telephone numbers, maintenance staff, maintenance facilities, optional motor vehicle equipment, and other applicable.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. State plan for location and garaging of buses used to provide transportation services.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Other:
  - a. The Proposer shall provide copies of the company's employee training program, safety program, personnel policies, and work rules.
  - b. The Proposer shall provide three (3) current references.
  - c. The Proposer shall disclose any active or pending litigation against the Proposer in New England.



- d. Evidence from an insurance or surety company licensed to do business in the State of New Hampshire, that the proposer is able to secure a performance bond.
- e. Evidence from an insurance company licensed to do business in the State of New Hampshire of the proposer's insurability.
- f. Proposer's financial statement from the most recently ended fiscal year.
- g. If the Proposer is a corporation, a copy, under seal, of the signer's authority to sign documents binding the corporation.
- h. The Proposer shall provide the name of the computerized routing system the proposer will use for this contract.

PROPOSER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME (printed): \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





## CERTIFICATION:

The undersigned certifies under penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word “person” means any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned certifies that there is no conflict of interest in the preparation of this proposal or possible administration of a contract resulting from this proposal between employees, officers or agents of the proposing entity and employees, officers or agents of the Timberlane Regional School District, School Administrative Unit #106, either direct or indirect through family members. The undersigned further certifies that no employee, officer or agent who is in a position to affect the award of this proposal or administration of a contract is about to become, nor any family member about to become, an employee, officer or agent of the proposing entity.

ORGANIZATION SUBMITTING PROPOSAL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

# TITLE LVIII

## PUBLIC JUSTICE

### Chapter 570-A

#### WIRETAPPING AND EAVESDROPPING

##### Section 570-A:1

###### **570-A:1 Definitions. –**

As used in this chapter:

- I. "Telecommunication" means the transfer of any form of information in whole or in part through the facilities of a communications common carrier. "Telecommunication" does not include any communication made through a tone-only paging system or from a tracking device.
- II. "Oral communication" means any verbal communication uttered by a person who has a reasonable expectation that the communication is not subject to interception, under circumstances justifying such expectation.
- III. "Intercept" means the aural or other acquisition of, or the recording of, the contents of any telecommunication or oral communication through the use of any electronic, mechanical, or other device.
- IV. "Electronic, mechanical, or other device" means any device or apparatus which can be used to intercept a telecommunication or oral communication other than:
  - (a) Any telephone or telegraph instrument, equipment, facility or any component thereof:
    - (1) Furnished to the subscriber or user by a communication carrier in the ordinary course of its business and being used by the subscriber or user in the ordinary course of its business or furnished by such subscriber or user for connection to the facilities of such service and used in the ordinary course of its business in accordance with applicable provisions of telephone and telegraph company rules and regulations, as approved by the public utilities commission;
    - (2) Being used by a communication common carrier in the ordinary course of its business, or by an investigative or law enforcement officer in the ordinary course of his duties pursuant to this chapter;
    - (3) Being used by a communication common carrier in the ordinary course of its business, or by an investigative or law enforcement officer in the ordinary course of his duties;
  - (b) A hearing aid or similar device being used to correct subnormal hearing to not better than normal.
- V. "Person" means any employee or agent of the state or political subdivision thereof, and any individual, partnership, association, joint stock company, trust, or corporation.
- VI. "Investigative or law enforcement officer" means any officer of the state or political subdivision thereof who is empowered by law to conduct investigations of or to make arrests for offenses enumerated in this chapter, and any attorney authorized by law to prosecute or participate in the prosecution of such offenses.
- VII. "Contents", when used with respect to any telecommunication or oral communication, includes any information concerning the identity of the parties to such communication or the existence, substance, purport, or meaning of that communication.

VIII. "Judge of competent jurisdiction" means a judge of the superior court.

IX. "Communications common carrier" means a person engaged in providing communications services to the general public through transmission of any form of information between subscribers by means of wire, cable, radio or electromagnetic transmission, optical or fiber-optic transmission, or other means which transfers information without physical transfer of medium, whether by switched or dedicated facilities. A person engaged in radio or television broadcasting or any other general distribution of any form of communications shall not thereby be deemed a communications common carrier. "Communications common carrier" shall include any wireless technology that uses a wireless entry or access point to transmit or receive any form of information.

X. "Aggrieved person" means a person who was a party to any intercepted telecommunication or oral communication or a person against whom the interception was directed.

XI. "Organized crime" means the unlawful activities of the members of a highly organized, disciplined association engaged in supplying illegal goods and services, including but not limited to homicide, gambling, prostitution, narcotics, marijuana or other dangerous drugs, bribery, extortion, blackmail and other unlawful activities of members of such organizations.

XII. [Repealed.]

**Source.** 1969, 403:1. 1975, 385:1. 1985, 263:1. 1986, 53:1. 1988, 25:1, 2, 7, I. 1992, 174:1. 1995, 280:1, 2, 10, I, eff. Aug. 20, 1995. 2012, 65:1, eff. July 14, 2012. 2018, 183:1, eff. Jan. 1, 2019.

## **Section 570-A:2**

### **570-A:2 Interception and Disclosure of Telecommunication or Oral Communications Prohibited. –**

I. A person is guilty of a class B felony if, except as otherwise specifically provided in this chapter or without the consent of all parties to the communication, the person:

- (a) Wilfully intercepts, endeavors to intercept, or procures any other person to intercept or endeavor to intercept, any telecommunication or oral communication;
- (b) Wilfully uses, endeavors to use, or procures any other person to use or endeavor to use any electronic, mechanical, or other device to intercept any oral communication when:
  - (1) Such device is affixed to, or otherwise transmits a signal through, a wire, cable, or other like connection used in telecommunication, or
  - (2) Such device transmits communications by radio, or interferes with the transmission of such communication, or
  - (3) Such use or endeavor to use (A) takes place on premises of any business or other commercial establishment, or (B) obtains or is for the purpose of obtaining information relating to the operations of any business or other commercial establishment; or
- (c) Wilfully discloses, or endeavors to disclose, to any other person the contents of any telecommunication or oral communication, knowing or having reason to know that the information was obtained through the interception of a telecommunication or oral communication in violation of this paragraph; or
- (d) Willfully uses, or endeavors to use, the contents of any telecommunication or oral communication, knowing or having reason to know that the information was obtained through the interception of a telecommunication or oral communication in violation of this paragraph.

I-a. A person is guilty of a misdemeanor if, except as otherwise specifically provided in this chapter or without consent of all parties to the communication, the person knowingly intercepts a telecommunication or oral communication when the person is a party to the communication or with the prior consent of one of the parties to the communication, but without the approval required by RSA 570-A:2, II(d).

II. It shall not be unlawful under this chapter for:

(a) Any operator of a switchboard, or an officer, employee, or agent of any communication common carrier whose facilities are used in the transmission of a telecommunication, to intercept, disclose, or use that communication in the normal course of employment while engaged in any activity which is a necessary incident to the rendition of service or to the protection of the rights or property of the carrier of such communication; provided, however, that said communication common carriers shall not utilize service observing or random monitoring except for mechanical or service quality control checks.

(b) An officer, employee, or agent of any communication common carrier to provide information, facilities, or technical assistance to an investigative or law enforcement officer who, pursuant to this chapter, is authorized to intercept a telecommunication or oral communication.

(c) Any law enforcement officer, when conducting investigations of or making arrests for offenses enumerated in this chapter, to carry on the person an electronic, mechanical or other device which intercepts oral communications and transmits such communications by radio.

(d) An investigative or law enforcement officer in the ordinary course of the officer's duties pertaining to the conducting of investigations of organized crime, offenses enumerated in this chapter, solid waste violations under RSA 149-M:9, I and II, or harassing or obscene telephone calls to intercept a telecommunication or oral communication, when such person is a party to the communication or one of the parties to the communication has given prior consent to such interception; provided, however, that no such interception shall be made unless the attorney general, the deputy attorney general, or an assistant attorney general designated by the attorney general determines that there exists a reasonable suspicion that evidence of criminal conduct will be derived from such interception. Oral authorization for the interception may be given and a written memorandum of said determination and its basis shall be made within 72 hours thereafter. The memorandum shall be kept on file in the office of the attorney general.

(e) Where the offense under investigation is defined in RSA 318-B, the attorney general to delegate authority under RSA 570-A:2, II(d) to a county attorney. The county attorney may exercise this authority only in the county where the county attorney serves. The attorney general shall, prior to the effective date of this subparagraph, adopt specific guidelines under which the county attorney may give authorization for such interceptions. Any county attorney may further delegate authority under this section to any assistant county attorney in the county attorney's office.

(f) An officer, employee, or agent of the Federal Communications Commission, in the normal course of employment and in discharge of the monitoring responsibilities exercised by the commission in the enforcement of chapter 5 of title 47 of the United States Code, to intercept a telecommunication, or oral communication transmitted by radio, or to disclose or use the information thereby obtained.

(g) Any law enforcement officer, when conducting investigations of or making arrests for offenses enumerated in this chapter, to carry on the person an electronic, mechanical or other device which intercepts oral communications and transmits such communications by radio.

(h) Any municipal, county, or state fire or police department, the division of emergency services

and communications as created by RSA 21-P:48-a, including the bureau of emergency communications as defined by RSA 106-H, or any independently owned emergency service, and their employees in the course of their employment, when receiving or responding to emergency calls, to intercept, record, disclose or use a telecommunication, while engaged in any activity which is a necessary incident to the rendition of service or the protection of life or property.

(i) Any public utility regulated by the public utilities commission, and its employees in the course of employment, when receiving central dispatch calls or calls for emergency service, or when responding to central dispatch calls or calls for emergency service, to intercept, record, disclose or use a telecommunication, while engaged in any activity which is a necessary incident to the rendition of service, or the protection of life and property. Any public utility recording calls pursuant to this subparagraph shall provide an automatic tone warning device which automatically produces a distinct signal that is repeated at regular intervals during the conversation. The public utilities commission may adopt rules relative to the recording of emergency calls under RSA 541-A.

(j) A uniformed law enforcement officer to make an audio recording in conjunction with a video recording of a routine stop performed in the ordinary course of patrol duties on any way as defined by RSA 259:125, provided that the officer shall first give notification of such recording to the party to the communication unless it is not reasonable or practicable under the circumstances.

(k)(1) The owner or operator of a school bus, as defined in RSA 259:96, to make an audio recording in conjunction with a video recording of the interior of the school bus while students are being transported to and from school or school activities, provided that the school board authorizes audio recording, the school district provides notification of such recording to the parents and students as part of the district's pupil safety and violence prevention policy required under RSA 193-F, and there is a sign informing the occupants of such recording prominently displayed on the school bus.

(2) Prior to any audio recording, the school board shall hold a public hearing to determine whether audio recording should be authorized in school buses, and if authorized, the school board shall establish an administrative procedure to address the length of time which the recording is retained, ownership of the recording, limitations on who may listen to the recording, and provisions for erasing or destroying the recording. Such administrative procedure shall permit the parents or legal guardian of any student against whom a recording is being used as part of a disciplinary proceeding to listen to the recording. In no event, however, shall the recording be retained for longer than 10 school days unless the school district determines that the recording is relevant to a disciplinary proceeding, or a court orders that it be retained for a longer period of time. An audio recording shall only be reviewed if there has been a report of an incident or a complaint relative to conduct on the school bus, and only that portion of the audio recording which is relevant to the incident or complaint shall be reviewed.

(l) A law enforcement officer in the ordinary course of the officer's duties using any device capable of making an audio or video recording, or both, and which is attached to and used in conjunction with a TASER or other similar electroshock device. Any person who is the subject of such recording shall be informed of the existence of the audio or video recording, or both, and shall be provided with a copy of such recording at his or her request.

(m) A law enforcement officer to make a body-worn recording pursuant to RSA 105-D.

**Source.** 1969, 403:1. 1975, 385:2. 1977, 588:16. 1979, 282:1. 1985, 263:2. 1988, 25:3. 1990, 96:1; 191:2. 1992, 174:2. 1995, 195:1; 280:10, I, II, III. 1996, 251:24, eff. Aug. 9, 1996; 274:1-5, eff. Jan. 1, 1997. 2002, 257:11, eff. July 1, 2002. 2003, 319:129, eff. Sept. 4, 2003. 2004, 171:21, eff. July 24, 2004. 2006, 69:1, eff. June 24, 2006. 2008, 139:1, eff. Aug. 5, 2008; 361:11, eff. July 11, 2008. 2010, 155:4, eff. July 1, 2010. 2016, 169:1, eff. June 3, 2016; 322:2, eff. Jan. 1, 2017.

## **Section 570-A:2-a**

### **570-A:2-a Cell Site Simulator Devices. –**

I. In this section:

(a) "Cell site simulator device" means a device that transmits or receives radio waves for the purpose of conducting one or more of the following operations:

- (1) Identifying, locating, or tracking the movements of a communications device.
- (2) Intercepting, obtaining, accessing, or forwarding the communications, sorted data, or metadata of a communications device.
- (3) Affecting the hardware or software operations or functions of a communications device.
- (4) Forcing transmissions from or connections to a communications device.
- (5) Denying a communications device access to other communications devices, communications protocols, or services without informing affected users.
- (6) Spoofing or simulating a communications device, cell tower, cell site, or service including, but not limited to, an international mobile subscriber identity catcher or other invasive cell phone or telephone surveillance or eavesdropping device that mimics a cell phone tower and sends out signals to cause cell phones in the area to transmit their locations, identifying information, and communications content, or a passive interception device or digital analyzer that does not send signals to a communications device under surveillance.

(b) A "cell site simulator device" shall not include any device used or installed by:

- (1) An electric utility solely to the extent such device is used by that utility to measure electrical usage or to operate the electric grid efficiently.
- (2) A telecommunications company, or its customers or vendors, solely to the extent such device is used by such entity or individual to operate its communications network efficiently.

(c) "Communications device" means a device that is capable of creating, receiving, accessing, or storing electronic communications, including but not limited to cellular telephones.

(d) "Metadata" means structured information that describes, explains, locates, or otherwise makes it easier to retrieve, use, or manage an information resource.

II. No person shall use a cell site simulator device to locate or track the location of an individual's communications device without:

- (a) The individual's informed consent; or
- (b) A warrant issued by a judge authorizing the use of a cell site simulator device, that is based upon probable cause and that describes with particularity the person, place, or thing to be searched or seized; or
- (c) A judicially-recognized exception to the warrant requirement, for information to be collected by a cell site simulator device.

III. A law enforcement agency authorized to use a cell site simulator device in accordance with paragraph II shall:

- (a) Permanently delete any information, data, or metadata collected from any party not specified

in the applicable court order as soon as reasonably possible and not later than the end of the day on which it was obtained immediately following such collection, and shall not transmit, use, or retain such information or metadata for any purpose.

(b) Delete any information, data, or metadata collected from the target specified in the court order within 30 days if there is no longer reason to believe that such information or metadata is evidence of a crime.

IV. Any person who violates any provision of this section shall be guilty of a class A misdemeanor and, notwithstanding RSA 651:2, IV(a), may be fined up to \$10,000.

**Source.** 2017, 224:1, eff. Jan. 1, 2018.

### **Section 570-A:3**

#### **570-A:3 Manufacture, Distribution, Possession, and Advertising of Telecommunication or Oral Communication Intercepting Devices Prohibited. –**

I. A person is guilty of a class B felony if, except as otherwise specifically provided in this chapter, he:

(a) Manufactures, assembles, possesses, or sells any electronic, mechanical, or other device, knowing or having reason to know that the design of such device renders it primarily useful for the purpose of the surreptitious interception of telecommunications or oral communications;

(b) Places in any newspaper, magazine, handbill, or other publication any advertisement of:

(1) Any electronic, mechanical, or other device knowing or having reason to know that the design of such device renders it primarily useful for the purpose of the surreptitious interception of telecommunications or oral communications, or

(2) Any other electronic, mechanical, or other device, where such advertisement promotes the use of such device for the purpose of the surreptitious interception of telecommunications or oral communications.

II. It shall not be unlawful under this section for:

(a) A communications common carrier or an officer, agent, or employee of, or a person under contract with, a communications common carrier, in the normal course of the communications common carrier's business, or

(b) An officer, agent, or employee of, or a person under contract with, the state, or a political subdivision thereof, in the normal course of the activities of the state, or a political subdivision thereof, to manufacture, assemble, possess, or sell any electronic, mechanical, or other device knowing or having reason to know that the design of such device renders it primarily useful for the purpose of the surreptitious interception of telecommunications or oral communications.

**Source.** 1969, 403:1. 1977, 588:17. 1995, 280:10, I, III, eff. Aug. 20, 1995.

### **Section 570-A:4**

**570-A:4 Confiscation of Telecommunication or Oral Communication Intercepting Devices. –** Any electronic, mechanical, or other device used, sent, carried, manufactured, assembled, possessed, sold, or advertised in violation of RSA 570-A:2 or 570-A:3 may be seized and forfeited to the state according to the procedure set forth in RSA 617.

Source. 1969, 403:1. 1995, 280:10, I, eff. Aug. 20, 1995.

### **Section 570-A:5**

**570-A:5 Immunity of Witnesses.** – Whenever, in the judgment of the attorney general, the testimony of any witness, or the production of books, papers, or other evidence by any witness, in any case or proceeding before any grand jury or superior court involving any violation of this chapter or any of the offenses enumerated in RSA 570-A:7, or any conspiracy to violate this chapter or any of the offenses enumerated in RSA 570-A:7, is necessary to the public interest, the attorney general, or a county attorney upon the written approval of the attorney general, shall make application to the superior court that the witness shall be instructed to testify or produce evidence subject to the provisions of this section, and upon order of the court such witness shall not be excused from testifying or from producing books, papers, or other evidence on the ground that the testimony or evidence required of him may tend to incriminate him or subject him to a penalty or forfeiture. No such witness shall be prosecuted or subjected to any penalty or forfeiture for or on account of any transaction, matter or thing concerning which he is compelled, after having claimed his privilege against self-incrimination, to testify or produce evidence, nor shall testimony so compelled be used as evidence in any criminal proceeding (except in the proceeding described in the next sentence) against him in any court. No witness shall be exempt under this section from prosecution for perjury or contempt committed while giving testimony or producing evidence under compulsion as provided in this section.

Source. 1969, 403:1, eff. Aug. 31, 1969.

### **Section 570-A:6**

**570-A:6 Prohibition of Use as Evidence of Intercepted Telecommunications or Oral Communications.** – Whenever any telecommunication or oral communication has been intercepted, no part of the contents of such communication and no evidence derived therefrom may be received in evidence in any trial, hearing, or other proceeding in or before any court, grand jury, department, officer, agency, regulatory body, legislative committee, or other authority of the state, or a political subdivision thereof, if the disclosure of that information would be in violation of this chapter.

Source. 1969, 403:1. 1995, 280:10, I, III, eff. Aug. 20, 1995.

### **Section 570-A:7**

**570-A:7 Authorization for Interception of Telecommunications or Oral Communications.** – The attorney general, deputy attorney general, or a county attorney, upon the written approval of the attorney general or deputy attorney general, may apply to a judge of competent jurisdiction for an order authorizing or approving the interception of telecommunications or oral communications, and such judge may grant, in conformity with RSA 570-A:9, an order authorizing or approving the interception of telecommunications or oral communications by investigative or law enforcement officers having responsibility for the



investigation of the offenses as to which the application is made, when such interception may provide, or has provided, evidence of the commission of organized crime, as defined in RSA 570-A:1, XI, or evidence of the commission of the offenses of homicide, kidnapping, gambling, theft as defined in RSA 637, corrupt practices as defined in RSA 640, child sexual abuse images under RSA 649-A, computer pornography and child exploitation under RSA 649-B, criminal conduct in violation of the securities law, as defined in RSA 421-B:5-501, RSA 421-B:5-502, RSA 421-B:5-502-A, RSA 421-B:5-505, RSA 421-B:5-506, and RSA 421-B:5-508, criminal conduct in violation of the security takeover disclosure laws, as defined in RSA 421-A:3, 421-A:7, 421-A:8, 421-A:11, and 421-A:13, robbery as defined in RSA 636:1, arson as defined in RSA 634:1, hindering apprehension or prosecution as defined in RSA 642:3, tampering with witnesses and informants as defined in RSA 641:5, aggravated felonious sexual assault as defined in RSA 632-A:2, felonious sexual assault as defined in RSA 632-A:3, escape as defined in RSA 642:6, bail jumping as defined in RSA 642:8, insurance fraud as defined in RSA 638:20, dealing in narcotic drugs, marijuana, or other dangerous drugs, hazardous waste violations under RSA 147-A:4, I, or any conspiracy to commit any of the foregoing offenses.

**Source.** 1969, 403:1. 1985, 263:3. 1988, 25:4. 1990, 191:1. 1995, 280:10, III. 1998, 361:4, eff. Jan. 1, 1999. 2001, 224:10, eff. Sept. 9, 2001. 2015, 273:19, eff. Jan. 1, 2016. 2017, 91:6, eff. Aug. 6, 2017.

## **Section 570-A:8**

### **570-A:8 Authorization for Disclosure and Use of Intercepted Telecommunications or Oral Communications. –**

I. Any law enforcement officer who, by any means authorized by this chapter, has obtained knowledge of the contents of any telecommunication or oral communication, or evidence derived therefrom, may disclose such contents to another law enforcement officer to the extent that such disclosure is appropriate to the proper performance of the official duties of the officer making or receiving the disclosure.

II. Any law enforcement officer who, by any means authorized by this chapter, has obtained knowledge of the contents of any telecommunication or oral communication or evidence derived therefrom may use such contents to the extent such use is appropriate to the proper performance of the officer's official duties.

III. Any person who has received, by any means authorized by this chapter, any information concerning a telecommunication or oral communication or evidence derived therefrom intercepted in accordance with the provisions of this chapter may disclose the contents of that communication or such derivative evidence while giving testimony under oath or affirmation in any criminal proceeding in any court of the United States or of any state or in any federal or state grand jury proceeding.

IV. No otherwise privileged telecommunication or oral communication intercepted in accordance with, or in violation of, the provisions of this chapter shall lose its privileged character.

V. When a law enforcement officer, while engaged in intercepting telecommunications or oral communications in the manner authorized herein, intercepts telecommunications or oral communications relating to offenses other than those specified in the order of authorization or approval, the contents thereof, and evidence derived therefrom, may be disclosed or used as provided in paragraphs I and II. Such contents and any evidence derived therefrom may be used

under paragraph III, when authorized or approved by a judge of competent jurisdiction where such judge finds on subsequent application that the contents were otherwise intercepted in accordance with the provisions of this chapter. Such application shall be made as soon as practicable.

**Source.** 1969, 403:1. 1995, 280:3, 10, I, III, eff. Aug. 20, 1995.

## **Section 570-A:9**

### **570-A:9 Procedure for Interception of Telecommunication or Oral Communications. –**

I. Each application for an order authorizing or approving the interception of a telecommunication or oral communication shall be made in writing upon oath or affirmation to a judge of competent jurisdiction and shall state the applicant's authority to make such application. Each application shall include the following information:

- (a) The identity of the law enforcement officer making the application, and the officer authorizing the application;
- (b) A full and complete statement of the facts and circumstances relied upon by the applicant to justify the applicant's belief that an order should be issued, including: (1) Details as to the particular offense that has been, is being, or is about to be committed, (2) A particular description of the nature and location of the facilities from which or the place where the communication is to be intercepted, (3) A particular description of the type of communications sought to be intercepted, (4) The identity of the person, if known, committing the offense and whose communications are to be intercepted;
- (c) A full and complete statement as to whether or not other investigative procedures have been tried and failed or why they reasonably appear to be unlikely to succeed if tried or to be too dangerous;
- (d) A statement of the period of time for which the interception is required to be maintained. If the nature of the investigation is such that the authorization for interception should not automatically terminate when the described type of communication has been first obtained, the application shall include a particular description of facts establishing probable cause to believe that additional communications of the same type will occur thereafter;
- (e) A full and complete statement of the facts concerning all previous applications known to the individual authorizing and making the application, made to any judge for authorization to intercept, or for approval of interceptions of, telecommunications or oral communications involving any of the same persons, facilities or places specified in the application, and the action taken by the judge on each such application; and
- (f) Where the application is for the extension of an order, a statement setting forth the results thus far obtained from the interception, or a reasonable explanation of the failure to obtain such results.

II. The judge may require the applicant to furnish additional testimony or documentary evidence in support of the application.

III. Upon such application, the judge may enter an ex parte order, as requested or as modified, authorizing or approving interception of telecommunication or oral communications, if the judge determines on the basis of the facts submitted by the applicant that:

- (a) There is probable cause for belief that an individual is committing, has committed, or is about

to commit a particular offense enumerated in RSA 570-A:7;

(b) There is probable cause for belief that particular communications concerning that offense will be obtained through such interception;

(c) Normal investigative procedures have been tried and have failed or reasonably appear to be unlikely to succeed if tried or to be too dangerous;

(d) There is probable cause for belief that the facilities from which, or the place where, the telecommunications or oral communications are to be intercepted are being used, or are about to be used, in connection with the commission of such offense, or are leased to, listed in the name of, or commonly used by such person.

IV. Each order authorizing or approving the interception of any telecommunication or oral communication shall specify:

(a) The identity of the person, if known, whose communications are to be intercepted;

(b) The nature and location of the communications facilities as to which, or the place where, authority to intercept is granted;

(c) A particular description of the type of communication sought to be intercepted, and a statement of the particular offense to which it relates;

(d) The identity of the agency authorized to intercept the communications, and of the person authorizing the application; and

(e) The period of time during which such interception is authorized, including a statement as to whether or not the interception shall automatically terminate when the described communication has been first obtained.

V. No order entered under this section may authorize or approve the interception of any telecommunication or oral communication for any period longer than is necessary to achieve the objective of the authorization, nor in any event longer than 10 days. Extensions of an order may be granted, but only upon application for an extension made in accordance with paragraph I, and the court making the findings required by paragraph III. The period of extension shall be no longer than the authorizing judge deems necessary to achieve the purposes for which it was granted and in no event for longer than 10 days. Every order and extension thereof shall contain a provision that the authorization to intercept shall be executed as soon as practicable, shall be conducted in such a way as to minimize the interception of communications not otherwise subject to interception under this chapter, and must terminate upon attainment of the authorized objective, or in any event in 10 days.

VI. Whenever an order authorizing interception is entered pursuant to this chapter, the order may require reports to be made to the judge who issued the order showing what progress has been made toward achievement of the authorized objective and the need for continued interception. Such reports shall be made at such intervals as the judge may require.

VII. (a) The contents of any telecommunication or oral communication intercepted by any means authorized by this chapter shall, if possible, be recorded on tape or wire or other comparable device. The recording of the contents of any telecommunication or oral communication under this paragraph shall be done in such way as will protect the recording from editing or other alterations. Immediately upon the expiration of the period of the order or extensions thereof, such recordings shall be made available to the judge issuing such order and sealed under the judge's directions. Custody of the recordings shall be wherever the judge orders. They shall not be destroyed except upon an order of the issuing or denying judge and in any event shall be kept for 10 years. Duplicate recordings may be made for use or disclosure pursuant to the provisions of RSA 570-A:8, I and II, for investigations. The presence of the seal provided for by this

paragraph, or a satisfactory explanation for the absence thereof, shall be a prerequisite for the use or disclosure of the contents of any telecommunication or oral communication or evidence derived therefrom under RSA 570-A:8, III.

(b) Applications made and orders granted under this chapter shall be sealed by the judge. Custody of the applications and orders shall be wherever the judge directs. Such applications and orders shall be disclosed only upon a showing of good cause before a judge of competent jurisdiction and shall not be destroyed except on order of the issuing or denying judge, and in any event shall be kept for 10 years.

(c) Any violation of the provisions of this paragraph may be punished as contempt of the issuing or denying judge.

VIII. The contents of any intercepted telecommunication or oral communication or evidence derived therefrom shall not be received in evidence or otherwise disclosed in any trial, hearing, or other proceeding in a state court unless each party, not less than 10 days before the trial, hearing, or proceeding, has been furnished with a copy of the court order, and accompanying application, under which the interception was authorized or approved. This 10-day period may be waived by the judge if the judge finds that it was not possible to furnish the party with the above information 10 days before the trial, hearing, or proceeding and that the party will not be prejudiced by the delay in receiving such information.

IX. (a) Any aggrieved person in any trial, hearing, or proceeding in or before any court, department, officer, agency, regulatory body, or other authority of the state, or a political subdivision thereof, may move to suppress the contents of any intercepted telecommunication or oral communication, or evidence derived therefrom, on the grounds that:

(1) The communication was unlawfully intercepted;

(2) The order of authorization or approval under which it was intercepted is insufficient on its face; or

(3) The interception was not made in conformity with the order of authorization or approval. Such motion shall be made before the trial, hearing, or proceeding unless there was no opportunity to make such motion or the person was not aware of the grounds of the motion. If the motion is granted, the contents of the intercepted telecommunication or oral communication, or evidence derived therefrom, shall be treated as having been obtained in violation of this chapter. The judge, upon the filing of such motion by the aggrieved person, may, in the judge's discretion, make available to the aggrieved person or such person's counsel for inspection such portions of the intercepted communication or evidence derived therefrom as the judge determines to be in the interests of justice.

(b) In addition to any other right to appeal, the state shall have the right to appeal from an order granting a motion to suppress made under subparagraph IX(a), or the denial of an application for an order of approval, if the attorney shall certify to the judge or other official granting such motion or denying such application that the appeal is not taken for purposes of delay. Such appeal shall be taken within 30 days after the date the order was entered and shall be diligently prosecuted.

X. If an order authorizing interception is entered pursuant to this chapter, the order, upon request of the attorney general or deputy attorney general, shall direct that a communication common carrier shall furnish to the law enforcement agency designated by the attorney general all information, facilities or technical assistance necessary to accomplish the interception unobtrusively and with a minimum of interference with the services that such communication common carrier is according the person whose communications are to be intercepted. The

communication common carrier shall furnish such facilities or technical assistance at its prevailing rate or tariff.

**Source.** 1969, 403:1. 1975, 385:3. 1995, 280:4-7, 10, I, III, eff. Aug. 20, 1995.

### **Section 570-A:9-a**

**570-A:9-a Repealed by 1988, 25:7, II, eff. July 1, 1988. –**

### **Section 570-A:9-b**

**570-A:9-b Use of Interpreters.** – Notwithstanding any other provision of this chapter, an investigative or law enforcement officer supervising an interception under this chapter in which the intercepted communication is in a code or foreign language may utilize the assistance and participation of a qualified interpreter to translate the language being used into English. Such interpreter, before entering upon his or her duties, shall take an oath that he or she will make a true interpretation in an understandable manner to the best of his or her skill and judgment.

**Source.** 2008, 361:13, eff. July 11, 2008.

### **Section 570-A:10**

#### **570-A:10 Reports Concerning Intercepted Telecommunications or Oral Communications. –**

I. Within 30 days after the expiration of an order, or each extension thereof, entered under RSA 570-A:9, or the denial of an order approving an interception, the issuing or denying judge shall report to the administrative office of the United States Courts:

- (a) The fact that an order or extension was applied for;
- (b) The kind of order or extension applied for;
- (c) The fact that the order or extension was granted as applied for, was modified, or was denied;
- (d) The period of interceptions authorized by the order, and the number and duration of any extensions of the order;
- (e) The offense specified in the order or application, or extension of an order;
- (f) The identity of the applying investigative or law enforcement officer and agency making the application and the person authorizing the application; and
- (g) The nature of the facilities from which or the place where communications were to be intercepted.

II. In January of each year, each county attorney shall report to the attorney general who shall report, in turn, to the administrative office of the United States Courts:

- (a) The information required by subparagraphs I(a) through (g) with respect to each application for an order or extension made during the preceding calendar year;
- (b) A general description of the interceptions made under such order or extension, including: (1) The approximate nature and frequency of incriminating communications intercepted, (2) The approximate nature and frequency of other communications intercepted, (3) The approximate number of persons whose communications were intercepted, and (4) The approximate nature,

amount, and cost of the manpower and other resources used in the interceptions;

- (c) The number of arrests resulting from interceptions made under such order or extension, and the offenses for which arrests were made;
- (d) The number of trials resulting from such interceptions;
- (e) The number of motions to suppress made with respect to such interceptions, and the number granted or denied;
- (f) The number of convictions resulting from such interceptions and the offenses for which the convictions were obtained and a general assessment of the importance of the interceptions; and
- (g) The information required by subparagraphs (b) through (f) of this paragraph with respect to orders or extensions obtained in a preceding calendar year.

III. On or before December 1 of each odd numbered year, the attorney general shall include in the report required by RSA 7:37, a report concerning the number of applications for orders authorizing or approving the interception of telecommunications or oral communications and the number of orders and extensions granted or denied during the preceding 2 years.

**Source.** 1969, 403:1. 1995, 280:8, 10, III, eff. Aug. 20, 1995.

### **Section 570-A:11**

**570-A:11 Recovery of Civil Damages Authorized.** – Any person whose telecommunication or oral communication is intercepted, disclosed, or used in violation of this chapter shall have a civil cause of action against any person who intercepts, discloses, or uses, or procures any other person to intercept, disclose or use such communications, and be entitled to recover from any such person: (a) actual damages but not less than liquidated damages computed at the rate of \$100 a day for each day of violation or \$1,000, whichever is higher; (b) punitive damages; and (c) a reasonable attorney's fee and other litigation costs reasonably incurred. Good faith reliance on a court order or on a representation made by the attorney general, deputy attorney general or a county attorney shall constitute a complete defense to any civil or criminal action brought under this chapter.

**Source.** 1969, 403:1. 1995, 280:10, I, eff. Aug. 20, 1995.

# TITLE XV EDUCATION

## CHAPTER 189 SCHOOL BOARDS, SUPERINTENDENTS, TEACHERS, AND TRUANT OFFICERS; SCHOOL CENSUS

### School Boards, Transportation and Instruction of Pupils

#### Section 189:13-a

##### **189:13-a School Employee and Designated School Volunteer Criminal History Records Check. –**

I. (a) The employing school administrative unit, school district, or chartered public school shall complete a criminal history records check on every selected applicant for employment in any position in the school administrative unit, school district, or chartered public school prior to a final offer of employment. A public academy approved by the New Hampshire state board of education shall submit a criminal history records check on applicants for employment pursuant to this section to the division of state police. The superintendent of the school administrative unit or the chief executive officer of the chartered public school or public academy may extend a conditional offer of employment to a selected applicant, with a final offer of employment subject to a successfully completed criminal history records check. No selected applicant may be extended a final offer of employment unless the school administrative unit, school district, chartered public school, or public academy has completed a criminal history records check. The school administrative unit, school district, chartered public school, or public academy shall not be held liable in any lawsuit alleging that the extension of a conditional or final offer of employment to an applicant, or the acceptance of volunteer services from a designated volunteer, with a criminal history was in any way negligent or deficient, if the school administrative unit, school district, chartered public school, or public academy fulfilled the requirements of this section.

(b) A nonpublic school may elect to require a criminal history records check on selected applicants for employment or selected volunteers. A nonpublic school that elects to conduct a criminal history records check shall comply with the procedures and requirements set forth in this section.

II. The selected applicant for employment or designated volunteer with a school administrative unit, school district, chartered public school, or public academy shall submit to the employer a criminal history records release form, as provided by the division of state police, which authorizes the division of state police to conduct a criminal history records check through its state records and through the Federal Bureau of Investigation and to release, for the purposes of paragraph V, a report of the applicant's criminal history and record information, including confidential criminal history record information, to the superintendent or designee of the school administrative unit or the chief executive officer of the chartered public school or public academy. For the purposes of this section, a designee may be the assistant superintendent, the head of human resources, the personnel director, the business administrator, or the finance director. The applicant shall submit with the release form a complete set of fingerprints taken by a qualified law enforcement agency or an authorized employee of the school administrative unit, school district, chartered public school, or public academy. In the event that the first set of fingerprints is invalid due to insufficient pattern and a second set of fingerprints is necessary in order to complete the criminal history records check, the conditional offer of employment shall remain in effect. If, after 2 attempts, a set of fingerprints is invalid due to insufficient pattern, the school administrative unit, school district, chartered public school, or public academy may, in lieu of the criminal history records check, accept police clearances from every city, town, or county where an applicant has lived during the past 5 years.

III. The department of education shall conduct training concerning the reading and interpretation of criminal history records. The superintendent or designee of the school administrative unit or the chief executive officer of the chartered public school or public academy shall complete such training and maintain the confidentiality of all criminal history records information received pursuant to this paragraph. The superintendent of the school administrative unit, or chief executive officer of the chartered public school or public academy shall review the criminal history records information in accordance with paragraph V. If the criminal history records information indicates that the applicant has been convicted of any crime or has been charged pending disposition for or convicted of a crime listed in paragraph V, the superintendent or designee of the school administrative unit or the chief executive officer of the chartered public school or public academy shall review the information for a hiring decision. If the applicant's criminal history records information indicates that the applicant has been charged pending disposition for or has been convicted of a crime listed in paragraph V, the superintendent of the school administrative unit or the chief executive officer of the chartered public school or public academy shall notify the department of education.

III-a. The superintendent of the school administrative unit or chief executive officer of the chartered public school or public academy shall destroy any criminal history record information within 60 days of receipt. The superintendent of the school administrative unit or chief executive officer of the chartered public school or public academy shall destroy any criminal history record information that indicates a criminal record within 60 days of receiving said information.

IV. The school administrative unit, school district, chartered public school, or public academy may require the selected applicant for employment or designated volunteer to pay the actual costs of the criminal history records check.

V. Any person who has been charged pending disposition for or convicted of any violation or attempted violation of RSA 630:1; 630:1-a; 630:1-b; 630:2; 632-A:2; 632-A:3; 632-A:4; 633:1; 633:7, 639:2; 639:3; 645:1, II or III; 645:2; 649-A:3; 649-A:3-a; 649-A:3-b; 649-B:3; or 649-B:4; or any violation or any attempted violation of RSA 650:2 where the act involves a child in material deemed obscene; in this state, or under any statute prohibiting the same conduct in another state, territory, or possession of the United States, shall not be hired by a school administrative unit, school district, chartered public school, or public academy. The superintendent of the school administrative unit or the chief executive officer of the chartered public school or public academy may deny a selected applicant a final offer of employment if such person has been convicted of any crime, misdemeanor or felony, in addition to those listed above. The governing body of a school district, chartered public school, or public academy shall adopt a policy relative to hiring practices based on the results of the criminal history records check and report of misdemeanors and felonies received under paragraph II. Such policy may include language stating that any person who has been convicted of any misdemeanor, or any of a list of misdemeanors, may not be hired. Such policy may also include language stating that any person who has been convicted of any felony, or any of a list of felonies, shall not be hired.

VI. In accordance with paragraphs I-V, this section shall apply to any employee, including substitute teachers, selected applicant for employment, designated volunteer, volunteer organization, or individual or entity which contracts with a school administrative unit, school district, chartered public school, or public academy to provide services, including but not limited to cafeteria workers, school bus drivers, custodial personnel, or any other service where the contractor or employees of the contractor provide services directly to students of the district, chartered public school, or public academy. The employing school administrative unit, school district, or chartered public school shall be responsible for completing the criminal history records check on the people identified in this paragraph, except for school bus drivers and transportation monitors, as provided in RSA 189:13-b. The cost for criminal history records checks for employees or selected applicants for employment with such contractors shall be borne by the contractor.

VII. The school administrative unit, school district, chartered public school, or public academy shall not be required to complete a criminal history records check on volunteers, provided that the governing body of a school administrative unit, school district, chartered public school, or public academy shall adopt a policy designating certain categories of volunteers as "designated volunteers" who shall be required to undergo a criminal history records check.

VIII. A school administrative unit, school district, chartered public school, public academy, or school official acting pursuant to a policy establishing procedures for certain volunteers shall be immune from civil or criminal liability, provided the school administrative unit, school district, chartered public school, public academy, or school official has in good faith acted in accordance with said policy. Nothing in this paragraph



shall be deemed to grant immunity to any person for that person's reckless or wanton conduct.

IX. (a) Upon placement of a candidate, as defined in RSA 189:13-c, as a student teacher, the receiving school administrative unit, school district, or chartered public school shall conduct a criminal history records check of the candidate and shall follow the same procedures for assessing the candidate's criminal history background as for applicants for employment.

(b) A receiving school administrative unit, school district, or chartered public school may conduct a criminal history records check upon a candidate, as defined in RSA 189:13-c.

X. Violations of this section shall be jointly investigated by the state police and the department of education. Information obtained through such investigations shall remain confidential and shall not be subject to RSA 91-A.

XI. In this section, "public academy" shall have the same meaning as in RSA 194:23, II.

XII. The employing school administrative unit, school district, or chartered public school shall provide every school employee whose position requires a criminal background check under this section with informational materials, training, or other education, either online or in person, concerning child sexual abuse prevention, sexual assault and harassment policy training, warning signs of child abuse, and reporting mandates. For the purposes of this paragraph, school employees include coaches and those enumerated in RSA 189:13-a, I(a), VI, and IX(a). Such training shall be completed within 30 days of employment and renewed every 2 years for all employees.

**Source.** 1993, 324:1. 1995, 260:5. 1997, 77:2. 1998, 256:6; 314:6. 2000, 214:1, 2. 2007, 319:1, 4. 2008, 323:8, 12; 354:1. 2010, 138:1; 318:1. 2013, 250:7. 2014, 55:1. 2016, 117:1. 2017, 245:2, eff. Sept. 16, 2017. 2018, 318:12, eff. Aug. 24, 2018. 2020, 38:17, 31, 32, eff. Jan. 1, 2021. 2021, 71:1, eff. July 1, 2021; 142:1, eff. Sept. 21, 2021; 206:2, Pt. VII, Secs. 1-3, eff. Jan. 1, 2022.

<p><b>Timberlane Regional School Board</b></p>	<p><b>Policy Code: JICK</b></p>
<p><b>Adopted: 01-18-01</b>  <b>Revised: 02-24-05</b>  <b>Revised: 04-16-08</b>  <b>Revised: 12-16-10</b>  <b>Revised: 10-06-16</b>  <b>Revised: 05-02-19</b></p>	<p><b>Page 1 of 3</b></p>

**PUPIL SAFETY, VIOLENCE PREVENTION AND ANTI-BULLYING**

**I. Definitions (RSA 193-F:3)**

1. Bullying. Bullying is hereby defined as a single significant incident or a pattern of incidents involving a written, verbal, or electronic communication, or a physical act or gesture, or any combination thereof, directed at another pupil which:

- (1) Physically harms a pupil or damages the pupil’s property;
- (2) Causes emotional distress to a pupil;
- (3) Interferes with a pupil’s educational opportunities;
- (4) Creates a hostile educational environment; or
- (5) Substantially disrupts the orderly operation of the school.

Bullying shall also include actions motivated by an imbalance of power based on a pupil’s actual or perceived personal characteristics, behaviors, or beliefs, or motivated by the pupil’s association with another person and based on the other person’s characteristics, behaviors, or beliefs.

Bullying is defined as actual or perceived verbal or physical conduct that denigrates or shows hostility or aversion toward an individual on the basis of race, color, religion, national origin, ancestry or ethnicity, sexual orientation, socioeconomical status, age, physical, mental, or leaning disability, gender, gender identity and expression, obesity, or other distinguishing personal characteristics, or based on association with any person identified in any of the above categories.

- 2. Cyberbullying. Cyberbullying is defined as any conduct defined as “bullying” in this policy that is undertaken through the use of electronic devices. For purposes of this policy, any references to the term bullying shall include cyberbullying.
- 3. Electronic devices. Electronic devices include, but are not limited to, telephones, cellular phones, computers, pagers, electronic mail, instant messaging, text messaging, and websites.
- 4. School property. School property means all real property and all physical plant and equipment used for school purposes, including public or private school buses or vans.

Any reference in this policy to “parent” shall include parents or legal guardians.

**II. Statement Prohibiting Bullying or Cyberbullying of a Pupil (RSA 193-F:4, II(a))**

<b>Timberlane Regional School Board</b>	<b>Policy Code: JICK</b>
<b>Adopted: 01-18-01</b> <b>Revised: 02-24-05</b> <b>Revised: 04-16-08</b> <b>Revised: 12-16-10</b> <b>Revised: 10-06-16</b> <b>Revised: 05-02-19</b>	<b>Page 2 of 3</b>

The Board is committed to providing all pupils a safe and secure school environment. This policy is intended to comply with RSA 193-F. Conduct constituting bullying and/or cyberbullying will not be tolerated and is hereby prohibited.

Further, in accordance with RSA 193-F:4, the District reserves the right to address bullying and, if necessary, impose discipline for bullying that:

- (1) Occurs on, or is delivered to, school property or a school-sponsored activity or event on or off school property; or
- (2) Occurs off of school property or outside of a school-sponsored activity or event, if the conduct interferes with a pupil’s educational opportunities or substantially disrupts the orderly operations of the school or school-sponsored activity or event.

**III. Statement prohibiting retaliation or false accusations (RSA 193-F:4, II(b))**

False Reporting. A student found to have wrongfully and intentionally accused another of bullying may face discipline or other consequences, ranging from positive behavioral interventions up to and including suspension or expulsion.

Reprisal or Retaliation. The district will discipline and take appropriate action against any student, teacher, administrator, volunteer, or other employee who retaliates against any person who makes a good faith report of alleged bullying or against any person who testifies, assists, or participates in a proceeding or hearing relating to such bullying.

Process to Protect Pupils from Retaliation. If the alleged victim or any witness expresses to the Principal or other staff member that he/she believes he/she may be retaliated against, the Principal or designee shall develop a process or plan to protect that student from possible retaliation.

**IV. Protection of all Pupils (RSA 193-F:4, II(c))**

This policy shall apply to all pupils on school district grounds and participating in school district functions, regardless of whether or not such pupil is a student within the District.

**V. Disciplinary Consequences For Violations of This Policy (RSA 193-F:4, II(d))**

The district reserves the right to impose disciplinary measures or interventions, or both, against any student who commits an act of bullying, falsely accuses another student of bullying, or who retaliates against any student or witness who provides information about an act of bullying.

<p><b>Timberlane Regional School Board</b></p>	<p><b>Policy Code: JICK</b></p>
<p><b>Adopted: 01-18-01</b>  <b>Revised: 02-24-05</b>  <b>Revised: 04-16-08</b>  <b>Revised: 12-16-10</b>  <b>Revised: 10-06-16</b>  <b>Revised: 05-02-19</b></p>	<p><b>Page 3 of 3</b></p>

**VI. Distribution and Notice of This Policy** (RSA 193-F:4, II(e))

The district shall inform annually school employees, regular school volunteers, pupils, parents, legal guardians, or employees of a company under contract to the school district or its schools. All district employees shall receive annual training.

**VII. Procedure for Reporting Bullying** (RSA 193-F:4, II(f))

At each school, the Principal or designee shall be responsible for receiving complaints of alleged violations of this policy. If the student is more comfortable reporting the alleged act to a person other than the Principal or designee, the student may tell any school district employee or volunteer about the alleged bullying.

The Superintendent is authorized to contact legal counsel for matters relative to bullying.

**See Appendix JICK-R Procedure for Reporting Bullying**

**Legal References:**

- RSA 193-F:3, Pupil Safety and Violence Prevention Act*
- RSA 570-A:2, Capture of Audio Recordings on School Buses Allowed*
- NH Code of Administrative Rules, Section Ed 306.04(a)(8), Student Harassment*

# TITLE XV EDUCATION

## CHAPTER 193-J SUICIDE PREVENTION EDUCATION

### Section 193-J:2

#### **193-J:2 Suicide Prevention Education. –**

I. Each school district and chartered public school shall develop a policy that guides the development and implementation of a coordinated plan to prevent, assess the risk of, intervene in, and respond to suicide. The policy shall include, but shall not be limited to, the following provisions:

(a) Training school faculty and staff, including contracted personnel and designated school volunteers, in youth suicide risk factors, warning signs, protective factors, response procedures, referrals, post-intervention, and resources available within the school and community consistent with the provisions of paragraph II.

(b) Educating students in the importance of safe and healthy choices and coping strategies, recognizing risk factors and warning signs of mental disorders and suicide in oneself and others, and providing help-seeking strategies for oneself or others, including how to engage school resources and refer friends for help.

(c) Identifying within the school the person or persons who serve as the point of contact when a student is believed to be at an elevated risk for suicide.

(d) Making referral, crisis intervention, and other related information, both within the school and the community, available for students, parents, faculty, staff, and school volunteers.

(e) Promoting cooperative efforts between school districts, chartered public schools, and community suicide prevention program personnel.

II. Each school district and chartered public school shall, within 9 months of the effective date of this chapter, require all school faculty and staff, including contracted personnel, to receive at least 2 hours of training in suicide awareness and prevention annually. Such training may include, but not be limited to, youth suicide risk factors, warning signs, protective factors, response procedures, referrals, post-intervention, and resources available within the school and community. The training may be accomplished within the framework of existing in-service training programs or offered as part of ongoing professional development activities. School districts and chartered public schools shall allow the use of self-training materials in fulfilling the annual training requirements of this paragraph and each school district and chartered public school may determine how to both administer the annual training requirements and ensure that such training requirements are met. This paragraph may apply to all or some school volunteers in accordance with school district policy.

III. School suicide prevention policies required under paragraph I and the training required under paragraph II shall be evidence-informed.

IV. Nothing in this chapter shall require the inclusion of any specific curriculum, textbook, or

other material designed to address the topic of suicide in any program or activity conducted by a school district or chartered public school.

**Source.** 2019, 315:1, eff. July 1, 2020.