

Timberlane Regional School District (hereafter the "District") is soliciting proposals from student transportation contractors (hereafter the "Carrier") to provide daily home-to-school and school-to-home bus transportation, bussing for school field trips, transportation for athletics and extracurricular activities.

The District will receive sealed proposals for School Bus Transportation Services 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 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:

**"SCHOOL BUS TRANSPORTATION"**  
Attention: Superintendent of Schools  
TIMBERLANE REGIONAL SCHOOL DISTRICT  
SAU 55  
30 Greenough Road  
Plaistow, New Hampshire, 03865

The District is not responsible for proposals not properly marked.

**Proposal submitted by fax or electronic mail will not be considered.**

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

Proposals must be received no later than ~~January 12, 2018~~ **January 17, 2018** at 9:00 AM.

**December 27, 2017**

**A Mandatory Pre-Proposal Meeting** will be held at the above address on ~~December 22, 2017~~ at 9:00 AM. If vendors are unable to meet in person, accommodations can be made via Skype provided notification is given 24 hours in advance.

Attendance at the pre-proposal meeting is required to submit a proposal. **Proposals will not be accepted from Carrier's who do not attend this meeting.**

Proposal will be opened publicly. There will be no award made at the time of opening.

**TERM OF CONTRACT**

- 1) The initial term of the contract for services will be three (3) years, commencing with the opening of the 2018-2019 school year on July 1, 2018. 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 his 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.
- 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 Worker's 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.
- 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 180 operating days.
- 16) The District agrees to pay the Carrier as follows:
  - a) For all services on regular routes as specified herein, the Carrier is to receive (10) equal monthly payments for each year during which this contract is in effect. The Carrier will invoice the TRSD commencing September 1 and ending on June 1 of each school year. If Carrier requires startup cost payments can be negotiated.
  - a) Midday Route, Vocational and Late Bus should be invoiced for the exact number of days serviced by the end of said month.
  - b) All payments to Carrier shall be made by the TRSD within 30 days after the Carrier has submitted a proper monthly bill, submitted in the form and manner prescribed by the Business Administrator. The TRSD assumes no responsibility for late payments caused by improper billings.
- 17) 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.
- 18) 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.
- 19) 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.

20) The contract documents shall consist of the RFP "School Bus Transportation", all documents submitted by the Carrier in satisfying this Request, and a signed contractual agreement executed in a form approved by the District.

### **CARRIER REQUIREMENTS**

- 1) The Carrier shall have buses and drivers available on one (1) hours' notice for early closing of one (1) or more schools in emergencies and upon one (1) days' notice for early closing of school for scheduled all staff workshops, in-service meetings, parent conferences, or other activities.
- 2) The Carrier will maintain a facility within the SAU five (5) towns with at least one (1) service bay for buses and the proper equipment to service the buses. The facility will be staffed by a full-time mechanic employed by the Carrier and a full time Manager of the Carrier with responsibility to make a decision and to manage the daily operations of the District system. The Manager 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 on call at all times to assist in routing changes or in the event special transportation arrangements must be made due to unforeseen circumstances.
- 3) Within forty-five (45) calendar days of the written notice of contract award, the Carrier shall provide a signed lease for a transportation terminal with the owner for the term of the contract with the District. The District will consider location changes during the term of the contract so long as the Carrier can guarantee no disruption to service from the change.
- 4) The Carrier agrees to conduct bus evacuation drills for all students twice per school year. 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.
- 5) 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.

- 6) 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.
- 7) The Carrier will supply the District with student counts no later than the fifth (5<sup>th</sup>) of each month starting in October and ending in June of each year on a form supplied by the District.
- 8) 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.
- 9) The transportation of pupils to and from school shall begin on the morning of the opening day of school and shall continue in accordance with the school calendar. Buses will operate on an established schedule to avoid early and/or late arrival times at bus stops and schools. Students **will not** ride the route longer than sixty (60) minutes.
- 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 authorized agent will make every attempt to notify the Carrier not 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 enforce by the Carrier. The Carrier agrees that during the entire time of transportation service he will be responsible for the safety and the welfare, conduct and control, of the pupils whom he is 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 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.
- 17) 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.

## **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 TRSD 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 TRSD 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, Districts, 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 (s) will name the District, the School Board, the Superintendent and SAU 55 as a co-insured and a certificate of insurance must be received by the 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 TRSD 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.

The Carrier shall be responsible to ensure that all insurance limits at all times 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 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.

#### **NONPERFORMANCE 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 \$200 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**

- 1) 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 29 buses servicing home to school routes in Atkinson, Danville, Plaistow, and Sandown; 16 buses service TRMS and 13 buses service TRHS. All 29 buses include routes for elementary schools which make them 2-tier routes per each bus.
- 2) Extended School Year (ESY) bus service for summer programs would require 3- 5 buses, depending on location of program and number of students. Each bus would have a general route around each town/s in the District for 1 hour in the morning and 1hour midday return trip.
- 3) Athletic Events: Athletic events are scheduled for the most part after school hours. There may be occasions when certain trips will run into the normal school day. TRHS and TRMS run a full athletic schedule which may require 2 — 3 buses each on some days.
- 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 minimum charge for local trips such as In-district trips from school to school.

- 5) Vocational Education Bus to/from TRHS to/from Salem High School (SHS), Salem. Usually driver on Atkinson route can cover the times requested. There are generally 3 blocks with the following schedule:
- a. Block 1- 7:10 AM from TRHS to SHS
  - b. Block 2 — 8:25 AM from TRHS to SHS. Pickup at 9:15 AM SHS to TRHS (Block 1 returns)
  - c. Block 3 —10:10 AM from TRHS to SHS. Pickup 10:40 AM SHS to TRHS (Block 2 returns)
  - d. Pickup 12:35 PM SHS to TRHS (Block 3 returns)
- 6) Late buses arrive at TRHS and TRMS between 3:50 – 4:00 P.M. Four (4) buses require one (1) for each town; Atkinson, Danville, Plaistow, and Sandown. A general route around town that may take between 30 – 60 minutes total round trip depending on locations and ridership. Service runs three (3) days per week, Tuesday, Wednesday, and Thursday subject to ridership and weather.
- 7) The District currently does not utilize a midday kindergarten bus but would like to anticipate the cost if such bus is needed. It would be a general route requiring 4 buses, one for each town within the District.
- 8) Generally, District elementary schools may participate in group activities located at TRHS Performing Arts Center (PAC) in which transportation will be required. The PAC runs are short runs from the Elementary schools to the High School. The current cost structure is shown below:
- Example: \$100.45 per bus with the 5<sup>th</sup> bus free:  $\$100.45 \times 4 = \$401.80$  divided by 5 = \$80.36.
- 9) As part of this agreement for general transportation, the Carrier agrees to transport daily on all days with the Vocational Education Center in Salem, NH. Said transportation to the Vocational Education Center in Salem will consist of four (4) round trips per day of taking the students from TRHS to the Vocational Education Center in Salem, NH and returning the students to the TRHS. Said transportation to and from the Vocational Center in Salem is to be quoted as a daily rate. A route bus may be used if said route does not conflict with the Vocational Education Center schedule.

**EQUIPMENT REQUIREMENTS**

- 1) At the start of this contract, all Home-to-School, Vocational, and Late bus vehicles shall be new. In addition, for the duration of this contract, no vehicle shall be more than five (5) years old. Spare vehicles shall be no older than three (3) 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 Carrier must agree to provide an adequate number of buses to perform the work intended. The District estimates the twenty-nine (29) seventy-seven (77) passenger school buses will be needed on a daily basis for the transportation of the District students to and from school. In addition, a minimum of three (3) seventy-seven (77) passenger school buses must be available as spare buses. Buses used for sports and field trips are not to diminish the thirty-two (32) buses for regular student transportation. Carriers are welcome to offer an alternative mix of buses, but the total number of vehicles should not be reduced. Please detail and explain alternative proposals.
- 3) Four (4) buses shall be provided for late bus service from TRHS and TRMS to the four Timberlane towns. Regular run buses may be used as long as the buses arrive to schools no later than 4 PM Tuesday through Thursday or as deemed necessary at the start of the school year.
- 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 hand held or base radio sets furnished by and maintained by the Carrier.
- 7) At the Carriers 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, athletics and clubs.
- 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 (k), (1), (2) are met. Chapter 570-A is attached to this RFP.
- 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 policy concerning video tapes. Access to be given to Transportation Coordinator with the intent of school administrators able to view when requested.
- 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 spare and athletic 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 and athletic 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) All buses must have "Timberlane Regional School District" written on the sides. Each regular route bus must display the route identification number on both sides in the front of the vehicle.
- 22) The Carrier agrees that buses will not operate above the rated capacity and standees are not permitted.
- 23) 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.

- 24) 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.
- 25) 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.
- 26) 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.

### **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 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 authorized bus supervisor.
- 7) Driver 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) The Carrier shall be required to furnish the DISTRICT prior to opening of school in September of each year with a list of drivers and substitutes containing the following information:
  - a) Name of the operator;
  - b) Residence 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 Carrier 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 Carrier will support the District's student behavior management programs. Training of drivers will be made available by the District on an annual basis, or at the point of hiring. Any and all wages or compensation for the training will be borne by the Carrier.

#### **MISCELLANEOUS**

- 1) 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.
- 2) At no time will any student ride any route longer than sixty (60) minutes.

#### **ANTI-BULLYING**

- 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. The policy is attached to this RFP.

#### **CRIMINAL BACKGROUND CHECKS**

- 1) Under RSA 189:13-a, (VI), the District 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. RSA 189:13-a is attached to this RFP.

**ROUTING SYSTEM**

- 1) The Carrier shall provide hardware and software to implement a computer routing software. The routing software will also be capable of reporting to the District the names, addresses, grade level of riders, route sheets with stops, student counts and driver directions. The routing system will be equipped with WebQuery capabilities.
- 2) The Carrier will be responsible for creating all regular Home-to-School and School-to-Home routes as well as all summer routes. The District is the final approver of all routes.
- 3) Regular Home-to-School route sheets will be reviewed prior to August 1st of each year with the District for new students and changes. The Carrier will be required to post routes at least three (3) weeks prior to the start of school in a local newspaper of the District's choice. The District will supply the Carrier with student information by June 1<sup>st</sup> of each school year for the summer routes. The Carrier will provide the completed summer routes to the District by the end of the 3<sup>rd</sup> week in June of each school year.

**PROPOSALS**

- 1) The District is requesting two (2) proposals. 1) The cost of transportation if the District were to award the Timberlane Regional School District routes only to the Carrier. 2) The cost of transportation if the District were to award both the Timberlane Regional School District and Hampstead School District routes to the Carrier. Forms "A-1 and A-2" would be for the award of Timberlane Regional School District routes only. Forms "B-1 and B-2" would be for the award of Timberlane Regional School District and Hampstead School District routes.

**FORCE MATURE**

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) SCHEDULE "A - 1", "A — 2", "B-1", B-2" "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 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.
- 9) A statement regarding the respondent's training and safety programs for bus drivers.
- 10) A statement regarding the respondent's recruitment programs to hire and retain bus drivers.
- 11) 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.
- 12) A statement regarding any past, present or pending litigation with a client.
- 13) The name, address, telephone number, fax number, and email address of the firm and the contact person for this proposal.

- 14) Three (3) copies and one (1) signed original of the proposal must be submitted in a sealed envelope.
- 15) Five (5) business references, two (2) from New Hampshire.
- 16) A statement of business experience.

DOCUMENTS AND SCHEDULES ENCLOSED

Page for Pre-Proposal Meeting Notes	Page 22
Schedule "A-1, A-2" Quotation Form	Pages 23 – 24
Schedule "B-1, B-2" Quotation Form	Pages 25 – 26
Schedule "C" School Addresses	Page 27
Schedule "D" School Times	Page 28
Certification	Page 29



TIMBERLANE REGIONAL SCHOOL DISTRICT

SCHEDULE "A - 1"  
AWARD OF TIMBERLANE CONTRACT ONLY

**Regular Route Buses (29)**

	<u>2018 – 2019</u>	<u>2019 – 2020</u>	<u>2020-2021</u>	Option 1 <u>2021-2022</u>	Option 2 <u>2022-2023</u>
Annual Cost	\$	\$	\$	\$	\$
Daily Rate per Bus	\$	\$	\$	\$	\$
Total annual cost for three (3) Years: \$	_____		Total five (5) Years \$ _____		

**ESY Summer School (3)**

	<u>2018 – 2019</u>	<u>2019 – 2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Annual Cost	\$	\$	\$	\$	\$
Daily Rate per Bus	\$	\$	\$	\$	\$
Total annual cost for three (3) Years: \$	_____		Total five (5) Years \$ _____		

**Kindergarten Midday**

	<u>2018 – 2019</u>	<u>2019 – 2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Daily Rate per Bus	\$	\$	\$	\$	\$

**Athletic and Field Trips**

	<u>2018 – 2019</u>	<u>2019 – 2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Cost Per Mile	\$	\$	\$	\$	\$
Cost Per Wait Time	\$	\$	\$	\$	\$
Minimum Charge	\$	\$	\$	\$	\$
In-District, 1 Hour or less	\$	\$	\$	\$	\$

**Vocational Education Trips**

	<u>2018 – 2019</u>	<u>2019 – 2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Annual Cost	\$	\$	\$	\$	\$
Daily Rate per Bus	\$	\$	\$	\$	\$
Total annual cost for three (3) Years: \$	_____		Total five (5) Years \$ _____		

SCHEDULE "A - 2"  
 AWARD OF TIMBERLANE CONTRACT

**Late Buses**

	<u>2018 – 2019</u>	<u>2019 – 2020</u>	<u>2020-2021</u>	Option 1 <u>2021-2022</u>	Option 2 <u>2022-2023</u>
Annual Cost	\$	\$	\$	\$	\$
Daily Rate per Bus	\$	\$	\$	\$	\$
Total annual cost for three (3) Years: \$	_____			Total five (5) Years \$	_____

**Performing Arts Center (PAC)**

	<u>2018 – 2019</u>	<u>2019 – 2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Additional Cost Per Trip \$	\$	\$	\$	\$	\$

The RFP will become part of the contract once signed and executed.

Signature/Title: \_\_\_\_\_ Date: \_\_\_\_\_

Firm: \_\_\_\_\_

SCHEDULE "B - 1"  
 AWARD OF TIMBERLANE AND HAMPSTEAD CONTRACT

**Regular Route Buses (29)**

	<u>2018 – 2019</u>	<u>2019 – 2020</u>	<u>2020-2021</u>	<u>Option 1 2021-2022</u>	<u>Option 2 2022-2023</u>
Annual Cost	\$	\$	\$	\$	\$
Daily Rate per Bus	\$	\$	\$	\$	\$
Total annual cost for three (3) Years:	\$ _____		Total five (5) Years \$ _____		

**ESY Summer School (3)**

	<u>2018 – 2019</u>	<u>2019 – 2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Annual Cost	\$	\$	\$	\$	\$
Daily Rate per Bus	\$	\$	\$	\$	\$
Total annual cost for three (3) Years:	\$ _____		Total five (5) Years \$ _____		

**Kindergarten Midday**

	<u>2018 – 2019</u>	<u>2019 – 2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Daily Rate per Bus	\$	\$	\$	\$	\$

**Athletic and Field Trips**

	<u>2018 – 2019</u>	<u>2019 – 2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Cost Per Mile	\$	\$	\$	\$	\$
Cost Per Wait Time	\$	\$	\$	\$	\$
Minimum Charge	\$	\$	\$	\$	\$
In-District, 1 Hour or less	\$	\$	\$	\$	\$

**Vocational Education Trips**

	<u>2018 – 2019</u>	<u>2019 – 2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Annual Cost	\$	\$	\$	\$	\$
Daily Rate per Bus	\$	\$	\$	\$	\$
Total annual cost for three (3) Years:	\$ _____		Total five (5) Years \$ _____		

SCHEDULE "B - 2"  
AWARD OF TIMBERLANE AND HAMPSTEAD CONTRACT

<u>Late Buses</u>				Option 1	Option 2
	<u>2018 – 2019</u>	<u>2019 – 2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Annual Cost	\$	\$	\$	\$	\$
Daily Rate per Bus	\$	\$	\$	\$	\$
Total annual cost for three (3) Years:	\$ _____			Total five (5) Years \$ _____	

<u>Performing Arts Center (PAC)</u>					
	<u>2018 – 2019</u>	<u>2019 – 2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Additional Cost Per Trip	\$	\$	\$	\$	\$

The RFP will become part of the contract once signed and executed.

Signature/Title: \_\_\_\_\_ Date: \_\_\_\_\_

Firm: \_\_\_\_\_

SCHOOL ADDRESSES

SCHEDULE "C"

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

SCHEDULE "D"

	<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	8:30 AM	3:00 PM
TLC at Sandown Central	7:30 AM	4:00 PM

**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 #55, 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: \_\_\_\_\_

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

Timberlane Regional School Board Policy Code: JICK  
 Adopted: 01-18-01 Revised: 02-24-05 Revised: 04-16-08 Revised: 12-16-10 Revised: 10-06-16

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JICK – PUPIL SAFETY/VIOLENCE PREVENTION

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, socioeconomic 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))

Timberlane Regional School Board Policy Code: JICK  
 Adopted: 01-18-01 Revised: 02-24-05 Revised: 04-16-08 Revised: 12-16-10 Revised: 10-06-16

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JICK – PUPIL SAFETY/VIOLENCE PREVENTION

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.

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

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 Adopted: 01-18-01 Revised: 02-24-05 Revised: 04-16-08 Revised: 12-16-10 Revised: 10-06-16

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JICK – PUPIL SAFETY/VIOLENCE PREVENTION

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)) 1. 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. 2. Any school employee or volunteer who witnesses, receives a report of, or has knowledge or belief that bullying may have occurred shall inform the Principal or designee as soon as possible, but no later than the end of that school day. 3. The Principal or designee may develop a system or method for receiving anonymous reports of bullying. Although students, parents, volunteers and visitors may report anonymously, formal disciplinary action or intervention, or both, may not be based solely on an anonymous report. Independent verification of the anonymous report shall be necessary in order for any disciplinary action to be applied. 4. Upon receipt of a report of bullying, the Principal or designee shall commence an investigation consistent with the provisions of Section XI of this policy. VIII. Procedure for Internal Reporting Requirements (RSA 193-F:4, II(g)) In order to satisfy the reporting requirements of RSA 193-F:6, the Principal or designee shall be responsible for completing all New Hampshire Department of Education forms and reporting documents of substantiated incidents of bullying. Said forms shall be completed within 10 school days of any substantiated incident. Upon completion of such forms, the Principal or designee shall retain a copy and shall forward one copy to the Superintendent. The Superintendent shall maintain said forms in a safe and secure location. IX. Notifying Parents of Alleged Bullying (RSA 193-F:4, II(h)) The Principal or designee shall report to the parents of a student who has been reported as a victim of bullying and to the parents of a student who has been reported as a perpetrator of bullying within 48 hours of receiving the report. Such notification may be made by telephone, writing or personal conference. The date, time, method, and location (if applicable) of such notification and communication shall be noted in the report. All notifications shall be consistent with the student privacy rights under the

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JICK – PUPIL SAFETY/VIOLENCE PREVENTION

applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA). X. Waiver of Notification Requirement (RSA 193-F:4, II(i)) The Superintendent or designee may, within a 48 hour time period, grant the Principal or designee a waiver from the requirement that the parents of the alleged victim and the alleged perpetrator be notified of the filing of a report. A waiver may only be granted if the Superintendent deems such a waiver to be in the best interest of the victim or perpetrator. Any waiver granted shall be in writing. XI. Investigative Procedures (RSA 193-F:4, II(j)) 1. Upon receipt of a report of bullying, the Principal or the Principal's designee shall, within 5 school days, initiate an investigation into the alleged act. If the Principal is directly and personally involved with a complaint or is closely related to a party to the complaint, then the Superintendent shall direct another district employee to conduct the investigation. 2. The investigation may include documented interviews with the alleged victim, alleged perpetrator and any witnesses. 3. If the alleged bullying was in whole or in part cyberbullying, the Principal or designee may ask students and/or parents to provide the District with printed copies of e-mails, text messages, website pages, or other similar electronic communications. 4. An investigation shall be completed within 5 school days. If the Principal or designee needs more than 5 school days to complete the investigation, the Superintendent may grant an extension of up to 7 school days. In the event such extension is granted, the Principal or designee shall notify in writing all parties involved of the granting of the extension. 5. Whether a particular action or incident constitutes a violation of this policy shall require a determination based on all facts and surrounding circumstances and shall include recommended remedial steps necessary to stop the bullying and a written final report to the Principal or designee. XII. Response to Remediate Substantiated Instances of Bullying (RSA 193-F:4, II(k)) Consequences and appropriate remedial actions for a student who commits one or more acts of bullying or retaliation may range from positive behavioral interventions up to and including suspension or expulsion of students.

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JICK – PUPIL SAFETY/VIOLENCE PREVENTION

Consequences for a student who commits an act of bullying or retaliation shall be varied and graded according to the nature of the behavior, the developmental age of the student, his/her IEP, and the student’s history of problem behaviors and performance. Remedial measures shall be designed to correct the problem behavior, prevent another occurrence of the problem, protect and provide support for the victim, and take corrective action for documented systematic problems related to bullying. In support of this policy, the Board promotes preventative educational measures to create greater awareness of aggressive behavior, including bullying. The Board encourages the Superintendent to work collaboratively with all staff members to develop responses other than traditional discipline as a way to remediate substantiated instances of bullying. Each school shall develop and maintain a program for bullying prevention. XIII. Reporting of Substantiated Incidents to the Superintendent (RSA 193-F:4, II(l) The Principal or designee shall forward all substantiated reports of bullying to the Superintendent upon completion of the Principal’s or designee’s investigation. XIV. Communication With Parents Upon Completion of Investigation (RSA 193-F:4, II(m) 1. Within 10 school days of completing an investigation, the Principal or designee will notify the parents/guardians of the victims and perpetrators regarding the school’s remedies and assistance, within the boundaries of applicable state and federal law. 2. At the parent’s request, the Principal or designee shall schedule a meeting with them to further explain his/her findings and reasons for his/her actions. 3. In accordance with the Family Educational Rights and Privacy Act and other law concerning student privacy, the District will not disclose educational records of students including the discipline and remedial action assigned to those students and the parents of other students involved in a bullying incident. XV. School Officials (RSA 193-F:4, II(n) The Superintendent of Schools is responsible for ensuring that this policy is implemented. XVI. Capture of Audio Recordings on School Buses Pursuant to RSA 570-A:2, notice is hereby given that the Board authorizes audio recordings to be made in conjunction with video recordings of the interior of school buses while students are being transported to and from school or school activities. The

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JICK – PUPIL SAFETY/VIOLENCE PREVENTION

Superintendent shall ensure that there is a sign informing the occupants of school buses that such recordings are occurring. XVII. Use of Video or Audio Recordings in Student Discipline Matters The District reserves the right to use audio and/or video recording devices on District property (including school buses) to ensure the health, safety and welfare of all staff, students and visitors. Placement and location of such devices will be established in accordance with the provisions of Policies EEAA, EEAE and EEACD. In the event an audio or video recording is used as part of a student discipline proceeding, such video may become part of a student’s education record. If an audio or video recording does become part of a student’s education record, the provisions of Policy JRA shall apply. The Superintendent is authorized to contact legal counsel for matters relative to 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 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 notarized 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 a report of any misdemeanors and/or felony convictions and any charges pending disposition for any crimes listed in paragraph V to the superintendent of the school administrative unit or the chief

executive officer of the chartered public school or public academy. 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 superintendent of the school administrative unit or the chief executive officer of the chartered public school or public academy shall maintain the confidentiality of all criminal history records information received pursuant to this paragraph. If the criminal history records information indicates no criminal record, the superintendent of the school administrative unit or the chief executive officer of the chartered public school or public academy shall destroy the information received immediately following review of the information. 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 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, and the division of state police shall notify the department of education of any such charges pending disposition or convictions. The superintendent of the school administrative unit or the 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 such 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; 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. This section shall apply to any employee, selected applicant for employment, designated volunteer, or volunteer organization 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. 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) Substitute teachers and other educational staff, not otherwise addressed in this section, shall apply for a criminal history records check at the employing school administrative unit, school district, chartered public school, or public academy. The division of state police shall complete the criminal history records check, as established in paragraph II, and, upon completion, shall issue a report to the applicant. The report shall be valid for 30 days from the date of issuance and shall constitute satisfactory proof of compliance with this section.

(b) Upon enrollment in an educator preparation program at an institution of higher education, a candidate shall submit to a criminal history records check. The institution of higher education in which the candidate is enrolled shall conduct the criminal history records check. Upon placement of a candidate as a student teacher, the receiving school administrative unit, school district, or chartered public school shall conduct another 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. The governing body of the institution of higher education may adopt a policy relative to how often a candidate shall submit to a criminal history records check. In this subparagraph, "candidate" shall mean a student who is enrolled in an educator preparation program at an institution of higher education in New Hampshire.

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.

**Source.** 1993, 324:1. 1995, 260:5. 1997, 77:2. 1998, 256:6; 314:6. 2000, 214:1, 2. 2007, 319:1, 4, eff. Sept. 14, 2007. 2008, 323:8, 12, eff. Jan. 1, 2009; 354:1, eff. Sept. 5, 2008. 2010, 138:1, eff. Aug. 13, 2010; 318:1, eff. Sept. 18, 2010. 2013, 250:7, eff. Jan. 1, 2014. 2014, 55:1, eff. May 27, 2014. 2016, 117:1, eff. July 19, 2016. 2017, 245:2, eff. Sept. 16, 2017.

# TITLE LVIII PUBLIC JUSTICE

## CHAPTER 570-A WIRETAPPING AND EAVESDROPPING

### 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.