

Request for Proposals

Special Needs Transportation

CONTENTS:

PAGE 2	<u>Invitation to Bid</u>
PAGE 2	Instructions
PAGE 4	<u>Contract Specifications</u>
PAGE 5	General Conditions
PAGE 8	Operations
PAGE 10	Vehicle Requirements
PAGE 11	Driver and Monitor Requirements
PAGE 12	Contract Terms
PAGE 14	Proposal Specifications
PAGE 14	Submission and Opening of Proposals
PAGE 15	Further information
PAGE 16	Schedule A
PAGE 15	Raymond School Board Transportation Policies
EEA	Student Transportation Services
EEA-R	Student Transportation Services
EEAE	School Bus Safety Program
EEAEA	Mandatory Drug and Alcohol Testing - School Bus Drivers, Contracted Carriers
EEAEA-R	Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers
ECAF	Audio and Video Surveillance on School Buses
EEAF	Special Use of School Buses
JICK	Student Safety and Violence Prevention

**Raymond School District
43 Harriman Hill Road
Raymond, NH 03077**

Invitation to Bid

Special Needs Transportation

The Raymond School District will receive sealed bids for providing special needs transportation for the Raymond School District for five (5) years, with an optional two (2) year extension. The Contractor and the Superintendent of Schools with the Raymond School Board shall in good faith negotiate the terms of compensation and length of said extension. All bids must be received in the Superintendent of Schools' Office, 43 Harriman Hill Road, Raymond, NH 03077, no later than 11:00 AM on Friday, April 14, 2023. Bids will be publicly opened and read in the Superintendent's Office on April 14, 2023 at 11:00 AM.

Instructions

Three (3) copies of each bid are to be sealed in an envelope, plainly marked with the name of the company submitting the bid and the phrase "Special Needs Transportation Bid" to appear on the outside of the envelope. All bids are to be typewritten.

The bidder shall submit a statement with the bid, indicating school transportation experience, including names of towns or school districts previously or currently served, the dates involved, the scope of services performed, as well as training for adherence to federal and state guidelines, and list of association affiliations. In addition, bidders shall submit a complete list of all accidents during the three (3) year period immediately preceding the date of this bid. The list shall be submitted with the bid and such list shall be prepared by and on the stationery of the insurance carrier.

Proposals may be held by the Raymond School District for a period not to exceed thirty (30) days from the date of the opening of the proposals for the purpose of investigating the qualifications of the bidder prior to the award of the contract.

Each bid shall contain a detailed description of the bus or buses to be furnished, including the year of manufacture, present mileage, make of chassis, make of body, seating capacity, present condition, and a statement to meet the requirement that no bus in a contract year will exceed the age of five years old.

Any deviation from the conditions and specifications must be clearly expressed by each bidder in the appropriate space on the bid forms. Unless so stated by the bidder and accepted by the Raymond School District, all conditions and specifications apply.

Any fraudulent or inaccurate statements or willful concealment of relevant information by the bidder are grounds for rejection of that bid and for the termination of any subsequent contract there from.

Bids may not be withdrawn by bidders for thirty (30) days after the bid opening.

The successful bidder, hereafter referred to as the Contractor, shall be prepared to enter into a written contract with the District within thirty (30) days of written acceptance of the bid by the District.

The School Board reserves the right to accept or reject any and all bids or any item(s) thereof, and to waive any informalities in the bid process and to cancel in part or in its entirety the request for bids and to award the contract as the School Board deems to be in the best interests of the District. The Raymond School

District further reserves the right to select the bid that best meets the District's needs as determined by the School Board, in its sole discretion. While price will be a substantial factor in the District's decision, the District reserves the right to select a Contractor without the lowest cost proposal. Variations and inaccuracies in the specifications must be brought to the attention of Terry Leatherman, Superintendent of Schools, Office of the Superintendent of Schools, 43 Harriman Hill Road, Raymond, NH 03077, in writing, no later than March 13, 2023. Answers will be provided to all known interested parties no later than March 20, 2023.

**Raymond School District
43 Harriman Hill Road
Raymond, NH 03077**

**Special Needs Transportation
Contract Specifications**

The Raymond School District is soliciting proposals from qualified contractors to provide special needs transportation, related service transportation and curricular transportation as needed, through a contract for services with an initial term of five years.

The Raymond School District is a K-12 public school system, with a tuition-based preschool, serving approximately 1200 students enrolled in one elementary, one middle, and one high school.

Raymond is currently using three (3) buses for in-district specialized transportation and ten (10) buses for out-of-district (OOD) specialized transportation, which includes students placed in special education schools, McKinney-Vento, and foster care. Currently, as of December 2022, there are twenty-nine (29) in district students and thirteen (13) out of district students that require specialized transportation. These numbers are anticipated to remain similar during the new contract years. The District transports special needs preschool students to the preschool program. The morning preschool program, located at Raymond High School, begins at 8:45 am and ends at 11:15 am, the afternoon program begins at 12:30 pm and ends at 3:00 pm. There are currently two (2) students transported in the morning and six (6) in the afternoon. The current numbers could change at any time. In addition, the Contractor should plan to provide Student Transportation Services for homeless students, which changes year to year. Currently, these numbers are calculated in our OOD numbers, listed above.

Of the buses listed above, currently, one (1) needs two (2) car seats, forward and backwards facing, four (4) need bus monitors, and one (1) needs to be wheelchair accessible.

Students who require specialized transportation are currently transported to:

Lamprey River Elementary School (LRES)
Iber Holmes Gove Middle School (IHGMS)
Raymond High School (RHS)
The Birchtree Center (NH)
Kevin O'Grady School (MA)
Monarch School of New England (NH)
St. Ann's Home (MA)
Seven Hills @ Crotched Mtn. (NH)
Seacoast Learning Collaborative (SLC) (NH)
Lighthouse School (MA)
Parker Academy (NH)
Robert J. Lister Academy (MA)
Valley Collaborative (MA)

The above school(s) could change at any time.

During the 2023 Extended School Year Program (summer school) which runs, dates to be determined, approximately twenty (20) days depending on the placement, students are expected to be transported on four (4) specialized transportation buses. The students are expected to be transported to IHGMS and The Birchtree Center.

The Raymond School District reserves the right to make changes in bus routes, scheduling, bus stops, drivers, and student pick-up lists when such changes are in the best interest of the Raymond School District. Any such changes must be properly authorized by the Raymond School District, hereafter referred to as the District.

Enclosures:

1. Raymond School Board Policies:
 - EEA Student Transportation Services
 - EEA-R Student Transportation Services
 - EEAE School Bus Safety Program
 - EEAEA Mandatory Drug and Alcohol Testing - School Bus Drivers, Contracted Carriers
 - EEAEA-R Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers
 - ECAF Audio and Video Surveillance on School Buses
 - EEAF Special Use of School Buses
 - JICK Student Safety and Violence Prevention

General Conditions

1. The term of the contract shall be five (5) years beginning July 1, 2023 ending June 30, 2028 with optional two-year extension, July 1, 2028 to June 30, 2030.
2. A minimum of seven (7) years of experience in the transportation of school children is required. The Contractor shall provide a statement on company stationery attesting to this experience and listing the towns or school districts previously and currently served.
3. The Contractor shall maintain a maintenance and dispatch terminal sufficient to service the needs of the buses and drivers. While the terminal is not required to be located with the Raymond town limits, the Contractor must be able to demonstrate that the location of the terminal will not jeopardize the timely delivery of services, or the ability for the Contractor to respond quickly to emergencies requiring the immediate dispatch of buses to a school(s). The maintenance facility shall comply with all EPA, local, state and federal regulations. Within thirty (30) calendar days of receiving a written notice of contract award, the Contractor shall provide either evidence of ownership of a transportation terminal, or a letter of intent to lease a facility. The Contractor will provide within sixty (60) days of contract awarding a signed lease for a transportation terminal.
5. The Contractor shall not assign or sublet the contract unless approved in writing by the Raymond School Board and the action is in full compliance with all applicable directives and laws.
6. The District and Contractor recognize the expense and difficulties in proving the actual loss suffered by the District if the Contractor does not perform the services specified or comply with the conditions of the contract by, for example, providing timely buses or the required number of buses and/or drivers.

Accordingly, instead of requiring such proof, the Contractor shall pay the School District \$250.00 for each day for each violation of the contract. The liquidated damages shall be deducted from the School District's next payment to the Contractor.

The Contractor shall carry any and all such insurance with a company or companies satisfactory to the District, which will protect the Contractor, the District, and the District's officers, employees, and volunteers for any and all claims and demands, actions and causes of actions, damages, costs, loss of service, expenses and compensation, including but not limited to any and all claims for

personal injury and/or death and property damage which may in any way arise from or out of the operations of the Contractor itself, anyone directly or indirectly employed by the Contractor or any other person or company retained in any way by the Contractor to carry on all or a portion of the operations necessary to abide by the terms of the contract. The insurance shall have no exemption for sexual misconduct or sexual abuse and shall contain contractual liability coverage for the Contractor's indemnification obligations. The Contractor further agrees that the Raymond School Board, the Raymond School District, and the District's officers, employees and volunteers shall be named insured in any and all such insurance policies required by virtue of this Agreement; said District is entitled to written notice twenty (20) days prior to cancellation of any such policy and said Contractor further agrees to defend, indemnify, and save the Raymond School Board, the Raymond School District, and all of the officers and employees of the District harmless from any and all claims and demands, actions and causes of action, damages, costs, loss of service, expenses, and compensation on account of or in any way growing out of any claims referred to above. Certificates and policy endorsements of any and all such insurance shall be filed with the District prior to the effective date of this Agreement, and prior to the opening day of each school year covered under this Agreement, as follows:

- General Liability
 - Each occurrence: \$5,000,000
 - Damage to rented premises (each occurrence): \$100,000
 - Medical Expenses (any one person): \$50,000
 - Personal and Advertising Injury: \$1,000,000
 - General Aggregate: \$10,000,000
 - Products Completed Operations Aggregate: \$10,000,000
- Automobile Liability:
 - Combined Single Limit (each accident): \$5,000,000
- Workers' Compensation:
 - Meeting State of New Hampshire Statutory requirements
- Employer's Liability:
 - Each Accident: \$5,000,000
 - Disease (each employee): \$5,000,000
 - Disease (policy limit): \$5,000,000
- Sexual Misconduct and Molestation:
 - Insurance must be provided with limits of at least \$5,000,000 per occurrence and \$10,000,000 aggregate and must include an additional insured endorsement naming Raymond School District, its officials, agents, employees, and volunteers. This can be either a separate policy or an endorsement to the General Liability policy. If endorsed on the General Liability, it must be clearly stated that the Automobile exclusion on the General Liability policy does not apply to this coverage.

The Contractor 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.

7. Liability for the Contractor's personnel while in the performance of duty under this contract shall be the responsibility of the Contractor. The Raymond School Board shall not be held liable for any personnel in the employ of the Contractor.

8. In the event of a strike or any reason causing the interruption of services or operations, the Raymond School Board 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 Contractor for each day of service not rendered. These deductions will be based upon one hundred seventy-eight (178) operating days.
9. This contract is made subject to all laws of the State of New Hampshire. Any clause which does not conform to such laws shall be void, and such laws shall be operative in lieu of such clause. However, if any clause shall become void, as aforesaid, that event shall not change the legal effect of any other clause of this contract. The Contractor shall keep itself fully informed of and agrees to comply with pertinent federal, state, and municipal laws, ordinances, rules and regulations in any manner affecting the service embraced in this contract.
10. The Contractor shall procure all applicable permits, licenses, and approvals necessary for the performance of services under this contract at Contractor's expense.
11. The Contractor must be familiar with and abide by applicable Raymond School Board Policies:
 - EEA Student Transportation Services
 - EEA-R Student Transportation Services
 - EEAE School Bus Safety Program
 - EEAEA Mandatory Drug and Alcohol Testing - School Bus Drivers, Contracted Carriers
 - EEAEA-R Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers
 - ECAF Audio and Video Surveillance on School Buses
 - EEAF Special Use of School Buses
 - JICK Student Safety and Violence Prevention

Operations

1. The District is scheduled to operate schools for one hundred and seventy-eight (178) days per year. The District reserves the right to cancel or delay school days based on inclement weather or other emergencies. Should the District extend the days of operation beyond one hundred seventy-eight days (178), the Contractor shall be required to perform the additional transportation services, and will receive additional compensation based on the daily rate of service.

As part of the contract, the Contractor agrees to transport students for any and all extended school year services as required for each individual student, including to/from tutorials, both in and out-of-district, which may extend beyond the standard 178-day school year. The allowance for these transportation needs will be negotiated between the District and the Contractor in June of each contract year. The Contractor shall only be paid for days it actually transports students.

2. All students which the Raymond School District places out-of-district, both those on the attached routes and future students, will be transported by the Contractor in state approved vehicles on routes, which to the extent possible also serve students from other districts. This "joint" route allows for cost sharing, which will reduce charges under this contract. To the extent possible, the Contractor agrees to provide the Raymond School District with reasonably priced daily out-of-district charges based on joint ridership of the Contractor's vehicle with students from other school districts. The Contractor and Raymond School District agree to negotiate in good faith cost additions or reductions asserted with a change in pupil population or placement of same.
2. All bus drivers must be available on one (1) hour notice for early closing of one or more schools due to emergency/weather and one (1) day notice for early closing of school for other activities.
3. The Contractor agrees to conduct bus evacuations for all students twice per school year. Such drills will be scheduled by the Contractor and be conducted at a time that will not conflict with regular bus route operations. The Contractor will provide all drivers with specific training in bus evacuation procedures.
4. All drivers will be appropriately licensed by the State of New Hampshire to operate vehicles assigned and meet state and federal regulations on any and all appropriate qualifying testing, including drug and alcohol testing as per Raymond Policy EEAEA-R: Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers, cost of such to be incurred by the Contractor.
5. The school bus shall be driven at all times by a person who is twenty-one (21) years of age or older, of good character and approved in advance by the Superintendent of Schools and the New Hampshire Department of Safety. The school bus driver must be approved annually prior to the opening of school and must provide a medical certificate showing satisfactory physical condition complying with RSA 200:37.
6. Any accident involving student transportation shall be reported to the Superintendent of Schools or his/her designee as soon as possible but not later than twenty-four hours from the time of the accident. A detailed written report must be submitted to the Superintendent or his/her designee as soon thereafter as possible and not later than three (3) days after the date of such accident.
7. The Contractor will provide training to all drivers employed under this contract in conformance with state statutes and regulations as part of the contract and will not seek additional payment therefore. Training should include, but not be limited to, Bully Prevention Training and CPI Training. The Contractor must maintain current, accurate records documenting the training of each

driver. Said records will be available for inspection upon request by the District. The driver will receive specialized training on an annual basis in transporting and handling students with disabilities.

8. The District reserves the unilateral right to prohibit a driver whom it determines is unsuitable, for any reason, from providing further services under contract with the District. The District may also unilaterally determine the routes and pick-up points for all students to be transported. The District agrees to consult with the Contractor prior to prohibiting a driver from providing services under contract and changing a route/pick-up, and will document that decision to the Contractor in writing.
9. The Contractor shall allow bus monitors to ride on school buses when the District deems it necessary. Monitors shall be employees of the Contractor. The District reserves the right for its duly authorized representatives to inspect any and all of the buses and their operations, by riding as passengers on buses provided by the Contractor, or by other reasonable means.
10. The Contractor agrees to seek information for emergency situations provided by the parents to accompany each student on the vehicles carrying them to assure proper medical attention in the case of an emergency, on forms supplied by the Contractor. The District agrees to cooperate in obtaining this information.
11. The District and the Contractor and/or the Raymond School Board, in conjunction with each other, agree to establish a standard route(s) and time(s) of program initiation and termination which will remain standard during the term of the contract, subject to addition or deletion of riders.
12. The Contractor will make all decisions relative to the closing of the transportation system for weather related problems, subject to a set of policies to be adopted jointly with the District.
13. The Contractor will make every attempt to minimize the amount of time which students will spend on each vehicle. However, when increasing student numbers to decrease per student expenses, it is necessary to also increase time spent on the vehicles. The Contractor and District will meet to determine if and when additional or fewer vehicles will be added at additional costs or reductions to address this potential problem.
14. The Contractor shall provide a sufficient number of buses such that no student will spend more than one (1) hour in transit during the morning and one (1) hour during the afternoon.
15. No commercial merchandise shall be carried on any bus route.
16. At the discretion of the District, the Contractor shall provide one or more buses on any particular day or night to transport pupils to and from field trips and co-curricular activities in other communities. The buses will wait at the site for the duration of the activity. The District will pay the Contractor a separate amount for this transportation. It is to be specifically understood that the District is under no obligation to use the buses of the Contractor for field trips or co-curricular trips. The District, at its sole discretion, may contract with other bus contractors.
17. The District requires that on any day the number of buses transporting students falls below ninety percent (90%) of the daily contracted fleet, an adjustment would be made by the Contractor from its daily invoicing rate.

Vehicle Requirements

1. The Contractor agrees to provide a minimum of twelve (12) van type buses with capacity for two (2) wheelchairs plus seating space for eight (8) others, and three (3) van type buses with seating for fourteen (14). In addition, the Contractor must equip all vehicles with necessary equipment to transport students based on individual student needs at the Contractor's sole cost. All vehicles must meet State School Bus Inspection Standards in force at the time of the development of the contract and should not be more than five (5) years old by the end of the contract year. If, at a future point, additional capacity and/or equipment is determined to be necessary, the Contractor and the District agree to meet to discuss the options, and cost(s) if appropriate, available at that time.
2. At no time during the contract will a vehicle be more than five (5) years old.
3. The Contractor agrees to provide back-up vehicles in case of emergency breakdowns no more than five (5) years old.
4. The Contractor will provide at its sole expense all supplies required under the contract including gasoline, oil, automotive fluids, etc., as well as paper towels, tissues, and other necessities for the comfort, convenience and safety of the students. The Contractor will provide these materials to meet individual safety and transportation needs of students as required by the District.
5. The Contractor will equip each vehicle with (a) school bus sign; (b) a set of reflective highway flares; (c) chocks; (d) an emergency medical kit; and (e) a fire extinguisher appropriate for the vehicle. The Contractor agrees to equip vehicles with lifts, buckle restraints, car seats and other specially designed equipment as necessary to transport children with a range of disabling conditions.
6. All buses must be inspected daily. Daily inspection will include but not be limited to brakes, lights, tires, radiators, oil, gas, heaters, all equipment related to wheelchair accessibility, and all safety appliances and accessories. Records of such inspections shall be maintained by the Contractor, and made available to the District on demand.
7. A regular schedule for servicing all vehicles shall be maintained and shall include, but not be limited to oil, grease, tires, battery, brakes, all equipment related to wheelchair accessibility, and all safety appliances and accessories. Records of maintenance activities shall be maintained by the Carrier, and made available to the District on demand. The Contractor shall be solely responsible for all maintenance costs which shall be non-reimbursable expenses of the Contractor.
8. Snow tires or all-weather treads shall be required on all buses during the winter months (October-April). Chains may be provided at the discretion of the Carrier. No retread tires shall be used on any bus at any time.
9. No bus shall transport students in excess of its rated capacity, as set forth by state and federal regulations.
10. When traveling on school grounds, buses shall follow the traffic patterns established by the District.
11. The Contractor will install a system of communication (non-CB two-way radio) with sufficient capacity for communication between each bus and the Contractor's dispatch terminal in each vehicle to assist with efficient and safe operation of the vehicles. The Contractor will monitor radio transmission through a dispatch base during the normal business hours.

12. The Contractor shall equip all vehicles with crossing gates and digital video cameras with audio capability at its sole expense. The Contractor shall lock each camera so that it is inaccessible to drivers. The Contractor shall check each camera before the first trip of the day to verify it is working and that the date and time settings are correct. The Contractor shall comply with all District policies and laws on the use of video recordings on buses. The Contractor shall prominently display a sign in each District vehicle informing occupants that the audio and video recordings are occurring as required by RSA 570-A:2, II(k). The Contractor shall comply with the District's requirements on the retention and reviewing of all recordings. The District has the right to assess liquidated damages against the Contractor in the amount of \$100 per event for any violation of this section.

Driver and Monitor Requirements

1. All bus drivers are to have a commercial driver's license with a school bus endorsement, as required by state and federal regulations.
2. All bus drivers shall meet minimum age requirements consistent with state and federal regulations but must be 21 years of age or older.
3. The Contractor shall maintain drug screening protocols, and conduct criminal record checks on all drivers, monitors and/or other employees, and maintain employment records of these activities as required by state and federal regulations and Raymond School Board Policy. The Contractor must provide a criminal record request with fingerprints on a driver, monitor and/or other employee performing services under the contract as required by RSA 189:13-a and RSA 189:13-b and District policy. The District may require the Contractor to remove any bus driver, monitor and/or other employee when it determines it is in the best interest of the School District.
4. Bus drivers and monitors may not use any tobacco products while on the bus or while on District property.
5. Bus drivers are to submit certificates of physical examination or physical condition as required in RSA 200:37.
6. The Contractor shall be required to maintain and furnish the following information on each driver to the District on request:
 - a. Name of driver
 - b. Residence address
 - c. Telephone number
 - d. Certificate of physical examination
 - e. Record of previous driving experience
 - f. Date and number of current commercial driver's license/school bus certificate
 - g. Bus and route assignments
 - h. Evidence of satisfactory references
 - i. Proof of background check through appropriate law enforcement agencies as defined in RSA 189:13-a and RSA 189:13-b
7. All bus drivers and monitors will be of good health, reputable character, and exhibit an ability to work cooperatively with students and members of the public.

8. All bus drivers and monitors will enforce reasonable rules of behavior as required by the District and the Contractor. Operators shall report in writing to the District, on a form provided by the District, the names and offenses of students who fail to abide by the expected rules of behavior on the bus.
9. No driver or monitor will allow children to leave the bus except at scheduled stops unless authorized by the District.
10. Drivers are to remain on the bus at all times when children are on board except as relieved by an authorized adult.
11. A driver shall make certain that all children are seated and the aisle is clear before moving the bus at each bus stop.
12. A driver does not have the authority to refuse transportation to any eligible child, nor does a driver have the authority to remove a child from the bus.
13. The Contractor shall maintain individual student transport records showing the detail required by the NH Department of Education for the reporting and distribution of Catastrophic Aid.
14. If the Contractor knows or should have known that a driver assigned by the Contractor to perform services under the contract is charged and/or convicted of any traffic violation or other crime, the Contractor shall notify the Superintendent in writing within twenty-four (24) hours of the charge and/or conviction and specify the name of the driver, date of the violation or crime, and nature of the violation or crime.

Contract Terms

1. The contract will be in force from July 1, 2023 to June 30, 2028 (with optional two year extension, July 2028 – June 2030); the base contract year being the school year calendar for 178 days. Summer transport will be quoted separately.

The contract shall include a non-appropriation clause which states, “In the event that sufficient funds are not appropriated for school transportation services in the next succeeding fiscal year, the Raymond School 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.”
2. The Contractor agrees to pay all taxes and fees incurred in the registration of the vehicles and to maintain the registration of the vehicles for the duration of the contract.
3. The annual contract sum shall be paid in ten equal monthly installments commencing on September 1 and then payable on the first of each month thereafter through June. Payments for additional trips and added days shall be submitted by the Contractor on a monthly basis and paid by the District within thirty (30) days of receipt. Adjustments (and subsequent billings) based on an increase or decrease of services will be made by June 30 of the school year.
4. The Contractor will maintain workers compensation insurance for all employees engaged in the performance of the terms of this contract. A certificate of such will be made available upon request.

5. The contract may be terminated by the District for unsatisfactory performance. In such case the District shall give written notice to the Contractor citing the unsatisfactory performance, giving the Contractor ten (10) school days to improve its performance to the satisfaction of the District. If the performance of the Contractor does not improve to the satisfaction of the District, the District may immediately terminate the contract for services with the Contractor.
6. In the event of a contractual termination the District reserves the following option: The District may employ another carrier to complete the terms of this agreement. The original Contractor shall be responsible for any extra or additional expense or damages suffered by the District.

Under this option the Contractor will be required to indemnify the District for any loss the District sustains arising out of the lack of performance of the contract. The indemnification provision shall survive termination or expiration of the contract.

7. The District shall have the right to declare the Contractor in default if (a) the Contractor becomes insolvent; (b) the Contractor makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition of bankruptcy is filed by or against the Contractor; or (d) the Contractor is unable to provide evidence of required insurance coverage as set forth below. If the Contractor is declared in default, or in the event the Contractor forecloses for any reasons, the District shall have the right to exercise the option as set forth above, Contract Terms, #6.
8. The District shall have the right to terminate the contract for services on thirty (30) days written notice, without further financial obligation, if conditions arise making the transportation of District pupils unnecessary.
9. The Contractor shall not have the right to assign the contract to any other person, firm or corporation without District authorization.
10. The Contractor must agree to defend, hold harmless, and indemnify the Raymond School District, its officers, agents and employees against all claims or injuries to any person or firm or any other damages arising out of the actions of the Contractor, its officers, agents, or employees in fulfilling the terms of its contract with the District.
11. The contract documents shall consist of:
 - “Request for Proposals – Special Needs Transportation Services”
 - All documents submitted by the Contractor in satisfying the request for proposals
 - Signed contractual agreement executed in a form approved by the Raymond School Board
 - Schedule A
 - Raymond School Board Policies:
 - EEA Student Transportation Services
 - EEA-R Student Transportation Services
 - EEAE School Bus Safety Program
 - EEAEA Mandatory Drug and Alcohol Testing - School Bus Drivers, Contracted Carriers
 - EEAEA-R Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers
 - ECAF Audio and Video Surveillance on School Buses
 - EEAF Special Use of School Buses
 - JICK Student Safety and Violence Prevention

Proposal Specifications

1. 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.
2. The terminal manager who will be assigned to this contract and his/her qualifications and experience. A resume may be submitted to provide that information.
3. A statement of the minimum wage scale and benefit package which will be offered to drivers providing services under the contract for each of the five contract years.
4. A statement regarding the location of the transit terminal, the availability of the transit terminal to the Bidder for lease or purchase, and the impact the terminal location will have on operations, particularly emergency dispatching of buses.
5. A statement regarding the Bidder's training and safety programs for bus drivers.
6. A statement regarding the Bidder's recruitment programs to hire and retain bus drivers.
7. Names, addresses, phone numbers, and contacts in other public school systems, particularly those similar in size to Raymond, for whom similar services have been delivered in the past five years, or are currently being delivered.
8. A statement regarding any past, present or pending litigation with a client.
9. The name, address, telephone number, fax number, and email address of the firm and the contact person for this proposal.
10. Any comments or exceptions to the requirements of this request for proposals.
11. Three copies of the completed proposals signed with an authorized signature.

Bidders may additionally be asked to provide copies of audited financial statements for the most recent three (3) fiscal years, a 5-year loss run history from the respondent's insurance company, and/or a letter from the respondent's insurance broker to the effect that the carrier has not defaulted or had a contract terminated for cause in the last five years.

Submission and Opening of Proposals

1. Three (3) copies of the proposals must be submitted in sealed envelopes clearly marked "Special Needs Transportation Proposal" no later than 11:00 AM on Friday, April 14, 2023.
2. Proposals may be mailed or hand delivered to the administrative offices of the Raymond School District located at 43 Harriman Hill Road, Raymond, NH 03077. Faxed or emailed proposals will not be accepted.
3. All proposals will be publicly opened at the above date, time and place, and will be available for inspection (and thereafter by appointment) by interested parties. Any information provided in a

proposal becomes available for public inspection and distribution as required under New Hampshire Right-to-Know Law.

Further Information

Questions regarding this Request for Proposals must be directed to Jennifer Heywood, Administrative Assistant, in writing at the address listed above, or via email at j.heywood@sau33.com, not later than March 13, 2023. Answers will be provided to all known interested parties not later than March 20, 2023.

RAYMOND SCHOOL DISTRICT
SPECIAL NEEDS TRANSPORTATION BID FORM
(This form becomes "Schedule A" upon signature of a contract.)

The undersigned agrees to furnish student transportation as described in the specifications of the Raymond School District Request for Proposals, due April 14, 2023, at the following costs:

	Year One 2023-24	Year Two 2024-25	Year Three 2025-26	Year Four 2026-27	Year Five 2027-28
Base price for providing daily transportation services as per specifications	_____	_____	_____	_____	_____
Cost for curricular and/or athletic trips					
a. Cost per mile	_____	_____	_____	_____	_____
b. Cost per hour	_____	_____	_____	_____	_____

CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

Raymond School District Policy - EEA

STUDENT TRANSPORTATION SERVICES

A. General Policy, Transportation Coordinator and Determination of Residency.

The District will make available transportation services to all regular education resident students grades K-12 who live at least 2 miles from their assigned school.

The Superintendent, or his/her designee, will fulfill the duties of Transportation Coordinator as described in this and other applicable Board policies.

Residency is determined under RSA 193:12. For children with parents/guardians residing in separate households, residency will be determined pursuant to RSA 193:12, I (a)(2) and, when applicable, parenting plans established under RSA 461-A. In such circumstances, the District is not required to provide transportation beyond the designated attendance area for the school to which the child is assigned, or beyond the geographical limits of the school district in which the child resides. Parents/guardians in such circumstances should contact the Superintendent's office with any questions or requests for special accommodations.

Pupils who attend chartered public or non-public schools shall be entitled to the same transportation privileges within the District as are provided for pupils in public school using the same routes and termination points as are established for students attending the District's schools. Drivers may not load or unload pupils at other than authorized bus stops.

The District shall also provide transportation to, and pay transportation costs for, all students who reside in the District and attend a regional career and technical education center, or who attend an alternative program at a regional career and technical education center or other comprehensive high school. The Superintendent is responsible for recovering such transportation costs per RSA 188-E:8.

B. Establishment and Appeal of Routes, Schedules and Stops

The Transportation Coordinator will establish bus routes, schedules and stops pursuant to Board policy EEA-R. Routes will be developed annually and posted.

Parents who wish to request a change or exemption from any of the Board transportation policies, including bus routes or bus stops, may engage in the request and appeal process detailed in Policy EEA-R.

C. Authorized Transportation Providers

The District authorizes students to be transported to school or school activities via school bus drivers, and to school activities via contracted carriers. See Policy EEAE for details.

All other authorized transportation of students must be in accordance with Policy EEBB.

D. Student Conduct on School Buses

Bus drivers have the responsibility to maintain orderly behavior of students on school buses and will report, in writing, misconduct to the student's Principal.

EEA STUDENT TRANSPORTATION SERVICES Continued

Student conduct while on District transportation is regulated in accordance with Board policy JICC, and any District or school rules implementing the same.

Students who violate regulations for student conduct within those policies may have bus riding privileges suspended. Such suspensions are in addition to other interventions or disciplinary consequences provided under such other applicable Board policies and District or school rules and regulations. Parents/guardians may appeal transportation suspensions per Board policy JICC.

Legal References:

RSA 188-E:8, Career and Technical Education; Transportation
RSA 189:6, Transportation of Pupils
RSA 189:8, Limitations and Additions
RSA 189:9, Pupils in Private Schools
RSA 189:9-a, Pupils Prohibited for Disciplinary Reasons
RSA 193:12, Legal Residency Required
RSA 194-B:2, V, Chartered Public Schools; Establishment
RSA 376:2, VII, Motor Carriage of Passengers
RSA 461-A, Parental Rights and Responsibilities

Adopted: July 26, 1979

R/R: 5/1/80, 2/21/91, 8/1/96

Revised: June 6, 2002

Revised: March 7, 2007

Revised: November 6, 2013

Revised: April 19, 2017

Revised: October 5, 2022

STUDENT TRANSPORTATION SERVICES

REGULATIONS FOR STUDENTS RIDING SCHOOL BUSES

1. The driver is in full charge of the bus and the students. Students shall obey the driver promptly.
2. Students shall occupy the seat designated for them by the driver.
3. Students shall be on time at the point of pickup. The bus cannot wait for those who are not on time. If a student misses the bus, it is the parents' responsibility to transport the student to school. If the driver sees a pattern of tardiness, the driver will report it to their supervisor. The Transportation Supervisor will then report it to the SAU Administration.
4. Students living outside the walking limits to school are granted the privilege of riding the school buses to and from school.
5. In an effort to make the school day on the bus both enjoyable and safe, it will be necessary for bus students and parents to cooperate with the bus driver and the school in adhering to the rules and regulations that follow:
 - a. While waiting for the bus to arrive at the bus stop, please stand six (6) feet from the road edge. All students shall line up at the bus stop. As you load the bus, go to the appropriate seats.
 - b. Approach the bus only after it has come to a complete stop and the red lights are flashing.
 - c. Walk onto the bus with care and sit down. There shall be no more than 2 to 3 persons to a seat, depending on the size of the students.
 - d. Feet shall be on the floor and out of the aisle.
 - e. Hands and arms shall be kept out of the aisle and inside the windows.
 - f. Musical instrument cases must be placed in the area designated by the bus driver.
 - g. Standing in aisles or jumping on seat areas is prohibited at all times.
 - h. Students are to remain seated until the bus reaches school, your home, or other designated area and the bus comes to a complete stop.
 - j. Talking should be limited to those in your seat. Please refrain from loud talking, whistling, shouting, or singing. Remember: unnecessary noise is distracting to the driver, and his/her main concern is your safety.
 - k. Once the bus is stopped, please depart in an orderly and polite manner.

THE ROLE OF STUDENTS AND PARENTS IN TRANSPORTATION

The following guidelines outline the expectations of students and parents as they relate to pupil transportation:

1. Riding the school bus is a privilege. This privilege may be temporarily denied or permanently revoked if misconduct of your child jeopardizes the safe operations of the school bus or the safety of the children riding this bus.
2. Parents are responsible for the safety of their children from the time they leave home in the morning until the time they board the school bus; and at the end of the school day from the time the school bus departs the loading/unloading area and the children reach home. Once the child enters the school bus, the authority lies with the bus driver and the School Administrator.
3. Students should leave home early enough so that they arrive at the designated school bus stop point five (5) minutes before the scheduled arrival time of the school bus.
4. Parents should be aware of their responsibility not only for their child's behavior while on the school bus, but also their responsibility for damage caused by their child(ren) to the property of others, including the school bus. When a child walks to and from the bus stop, and while he/she waits at the school bus stop, and when he/she walks home from the school bus stop at the end of the school day, he/she must show consideration and respect for the property of those citizens whose homes and places of business are located along these routes.
5. Parents, together with the child, should develop a route to and from the school bus stop, or school, which minimizes the exposure of the child to vehicular traffic. Shortcuts through isolated fields and woods or across streams or railroad tracks can often be dangerous. Entering of abandoned houses or deserted buildings by children on their way to or from school should not be condoned. Injuries incurred as a result of deviation from the normal route of travel may not be covered by school insurance companies. The route should be direct and uninterrupted.
6. Parents should walk with younger children to and from the school bus stop, using this opportunity to teach the child(ren) proper pedestrian practice. If the parents cannot accompany their child(ren), arrangements should be made, if possible, for older children (brother, sister, or neighbor) to escort the younger children to and from the school bus stop or school.
7. Parents should develop in their child(ren) an awareness of the molestation (personal harassment) problem. Encourage children not to accept candy, soft drinks, money, toys, or rides from strangers or to associate with anyone they do not know. If your child is confronted with these problems on his/her way to or from school, he/she should tell you or his/her teacher as soon as possible. This is a situation that should be referred to the police.

EEA-R STUDENT TRANSPORTATION SERVICES Continued

8. Parents should realize that weather determines how a child is to be dressed. Encourage your child to wear the type of clothing that will not only keep him/her warm and enable him/her to see where he/she is going, but also permit him/her to be seen. If the child(ren) cannot be seen by the drivers of vehicles, they are in danger. For example, white clothing is difficult to see in snow, but makes one clearly visible at night. If the weather is inclement, the child should be dressed for the occasion and leave a few minutes earlier than his/her normal starting time in order to reach the school bus stop or school safely and on time.
9. In the event that inclement weather requires the school to open late, close early, or be cancelled, the Superintendent will notify the media outlets listed below. The Raymond School District also activates an automatic call and email notice to notify parents of school closings, delayed openings, early releases due to weather, and any emergency situation.

Internet: www.sau33.com, www.wmur.com,

Television Stations: RCTV Raymond Channels 13 and 22, WMUR Manchester Channel 9

10. The application of common sense is the best method of determining the role of the parents regarding the safety of children traveling to and from school, either as a passenger on a school bus or as a pedestrian.

OPERATION OF THE SCHOOL BUS SYSTEM

1. Bus routes/stops shall be established by the bus company's Transportation Coordinator in conjunction with the school and SAU administration and be subject to approval by the School Board. Routes will be over the most direct roads practicable for bus travel to serve those entitled to transportation service. Where an alternate route may be selected without sacrifice to efficiency or economy, preference will be given to that route serving the larger number of pupils more directly. Routes will be designed to employ as nearly as practicable the full carrying capacity of each bus trip. New routes will be established only when full capacity of the trips on existing routes has been reached or is imminent.
2. Bus schedules shall be established by the bus company's Transportation Coordinator and school administration under the direction of the Superintendent and be subject to Board approval. The purpose of bus scheduling shall be to achieve maximum service with a minimum fleet of buses consistent with rendering reasonably equal service to all patrons. The measure of service rendered shall be the total time between leaving a bus stop in the morning and returning thereto in the afternoon on a regular bus trip. To the greatest extent possible, routes will minimize and balance the time students spend on buses.
3. Bus stops shall be established by the bus company's Transportation Coordinator and school administration under the direction of the Superintendent and subject to Board approval. The operator may not permit drivers to load or unload pupils at other than authorized bus stops. Priority in distance to stops will be given to younger children to the greatest extent possible.

EEA-R STUDENT TRANSPORTATION SERVICES Continued

4. Authorized bus stops shall be located at convenient intervals in places where pupils can be loaded or unloaded, cross highways, and await arrival of buses with the utmost safety permitted based upon highway conditions, terrain, and visibility. The number of bus stops on each trip shall be limited, consistent with the policy, so as to enable buses to maintain a reasonable timetable and schedule.
5. The process of establishing routes/stops is as follows:
 - a. The bus company's Transportation Coordinator obtains student enrollment list, usually in early July.
 - b. The bus company's Transportation Coordinator and drivers meet, evaluate past year's routes and stops, find houses of new students, and draft a route/stop proposal.
 - c. Proposal is reviewed with Superintendent and/or Principals.
 - d. In August, a final draft is reviewed at the School Board meeting, recommended by the bus company's Transportation Coordinator, Superintendent, and Principals. Action to approve a roster of routes/stops is taken by the School Board.
 - e. Routes and stops are published on the District website.
 - f. Late regulations and other factors may necessitate alteration of newly established and publicized routes and stops.
 - g. The bus company's Transportation Coordinator reviews routes/stops and requests with the Principals. Approval of any changes requested is reviewed at the September or October School Board meeting.
6. Students entitled to transportation service will be assigned to a school bus and will be expected to adhere to the assignment. Parental requests for changes in a child's regular bus assignment should be sent in writing to the Superintendent. Bus assignment changes will be made based on the following criteria:
 - a. Requests must be written by a parent or guardian and submitted to the Superintendent. The *Bus Stop Change Request Form* is available on the District website or at any school for this purpose.
 - b. Space must be available.
 - c. If the bus company's Transportation Coordinator perceives a safety concern or if there is agreement that a change or addition to the route/stop is justified, the Coordinator will immediately make the change. Change in a student's regular bus assignment may be approved for the year, the half year, or the quarter. Changes for shorter periods will not be honored.
 - d. If the bus company's Transportation Coordinator opts to deny the request, the full Transportation Committee then reviews the request before a final decision is made.
 - e. Emergency situations or one-day changes may be authorized on a case-by-case basis by the Principals. Any such one-time change must be requested in writing and in advance by the parent/guardian. The Principals will coordinate the change directly.

EEA-R STUDENT TRANSPORTATION SERVICES Continued

7. Appeal Process

If the bus stop change request is not approved, the petitioner may appeal the decision to the School Board:

- a. Petitioner completes a *Request for Inclusion on the School Board Agenda* (available on the District website or at the SAU Office) and submits the request for appeal to the Superintendent.
- b. The School Board hears the appeal as part of its next available agenda.
- c. The School Board makes a decision route/stop in question after hearing all available information.

Statutory Reference:

RSA 189:9

RSA 189:6-8

Adopted:

Revised: October 20, 2021

Raymond School District Policy - EEAE

SCHOOL BUS SAFETY PROGRAM

A. School Bus Safety Program The safety and welfare of student riders will be the first consideration in all matters pertaining to transportation. Safety precautions will include the following:

1. The Transportation Coordinator will assure that students using District transportation are provided annual instruction as to the proper procedure for boarding and exiting from a school bus, and in proper and safe conduct while aboard. Additionally, the Transportation Coordinator will assure that emergency evacuation drills from school buses will be conducted at least two times a year to acquaint student riders with procedures in emergency situations (See RSA 189:6-a, I & II). Additionally, the Transportation Coordinator is encouraged to establish guidelines for families relative to safe practices for students in between home and bus stops.
2. All vehicles used to transport children will be inspected on a regular schedule to see that they meet applicable safety regulations.
3. All drivers, whether employed by the District or a contracted vendor, and whether certified school bus drivers or contracted carriers under RSA 376:2, VII, will be screened before employment for physical condition, proper license, criminal records background check (per Board policy GBCD), and experience. The prior driving record of each driver will be checked for drug and alcohol or other convictions and a criminal records check must also be completed. All checks and screenings will be conducted in accordance with Board policy EEAEA.
4. To help ensure the health, welfare, and safety of students, passengers and others relative to District provided transportation, the School Board has authorized use of video and/or audio surveillance on school buses. Conducting such surveillance, and the use of any subsequent recordings in student disciplinary proceedings, will be in accordance with Board policy ECAF.
5. The School District or independent contractor will comply with all state and federal laws and regulations pertaining to the operation of school buses and will make these requirements known to bus drivers. It will also cooperate with local safety officials in formulating and accomplishing its school bus safety program.

B. Student Conduct on School Buses. Student conduct on District transportation shall be regulated in accordance with Board policy JICC. See also Board policy EEA. Legal References:

20 U.S.C. §1232g, Family Educational Rights and Privacy Act, RSA 189:6-a, School Bus Safety, RSA 189:9-a Pupils Prohibited for Disciplinary Reasons, RSA 189:13-b, School Bus Driver & Transportation Monitor Criminal History Records Check, RSA 376:2, VII, Motor Carriage of Passengers, RSA 570-A:2, Interception and Disclosure of Telecommunication or Oral Communications, 49 C.F.R. § 40.1-40.13 (2001), Transportation Workplace Drug Testing Program, 49 C.F.R. Part 382 (2021) Controlled Substances and Alcohol Use and Testing 49 C.F.R. Part 391 (1995), Qualifications of Drivers

See Appendix: *EEA-R*

Adopted: April 4, 1991
Revised: June 6, 2002
Revised: March 16, 2011
Revised: September 7, 2022

Raymond School District Policy - EEAEA
MANDATORY DRUG AND ALCOHOL TESTING
- SCHOOL BUS DRIVERS AND CONTRACTED CARRIERS

1. Statement of Policy

The School Board believes that the safety of students while being transported to and from school or school activities is of utmost importance and is the primary responsibility of the driver of the vehicle.

This policy applies to two categories of drivers:

- a. school bus drivers (see RSA 189:13-b; 263:29 & 29-a);
- b. "contracted carriers": drivers of vehicles designed to transport 16 or more passengers, including the driver, which are contract carriers of passengers that have been contracted by the school (see RSA 376:2).

Each driver, as well as others who perform safety-sensitive functions with commercial vehicles that transport students, must be mentally and physically alert at all times while on duty. To that end, the Board has established this policy related to the fitness for duty of transportation personnel.

The Superintendent/designee shall adopt and enact any procedures necessary or appropriate to assure compliance with applicable state and federal laws and regulations.

2. Medical Examination of School Bus Operators

In accordance with RSA 200:37, before employing any person as a school bus driver, directly or through a vendor, the District shall require that such persons submit a certificate signed by a licensed physician setting forth the physician's findings as a result of the examination to determine the physical condition of drivers in accordance with the requirements of 49 C.F.R. Part 391.41-391.49. Such certificate shall be submitted to the District prior to the commencement of such employment and the District shall retain a copy of such certification. Every 2 years thereafter, either prior to the commencement of the school year or prior to the reemployment of such persons as a school bus driver, the School District shall require submission of a like certificate, except that school bus operators attaining the age of 70 shall be required to undergo an annual examination and to submit a certificate annually. *This provision does not apply to contracted carriers.*

3. Certification

No person shall be employed as a school bus driver, directly or through a vendor, unless the person has received a School Bus Driver's Certificate from the NH Department of Motor Vehicles as required by RSA 263:29.

Contracted carriers shall comply with all applicable provisions of RSA 376:2, as well as have a valid commercial driver's license and operate a vehicle with a valid state inspection sticker.

4. Criminal Background Investigation

Before employing any person as a school bus driver, directly or through a vendor, or as a contracted carrier, the School District shall require a criminal background investigation as set forth in RSA 189:13-a and School District policy GBCD. For a school bus driver employed directly by or who volunteers for the District, then the employee will pay for the investigation. If the District contracts with a vendor to provide transportation services, either the vendor or the driver will pay for the investigation at the discretion of the vendor.

EEAEA MANDATORY DRUG AND ALCOHOL TESTING
- SCHOOL BUS DRIVERS AND CONTRACTED CARRIERS Continued

5. Mandatory Drug and Alcohol Testing

In compliance with the United States Department of Transportation's Title 49 Code of Federal Regulations, Part 391, all commercial driver's license holders and personnel performing safety-sensitive functions related to the transportation of the students of this School District will be required to submit to drug and alcohol testing. Testing procedures and facilities used for the tests shall conform to the requirements of the 49 C.F.R. Part 40. The District and any transportation contractor transporting students on behalf of the District shall utilize the Drug and Alcohol Clearinghouse to comply with all requirements for drug and alcohol testing and reporting, in accordance with 49 C.F.R. Parts 382 and 391.

The term "CDL holder" means someone who is required as part of their job duties to hold a Commercial Driver's License. The term "safety-sensitive function" refers to all tasks associated with the operation and maintenance of commercial vehicles. A "commercial vehicle" is any vehicle capable of carrying 16 or more passengers including the driver.

If the School District employs the transportation personnel directly, the District will be responsible for ensuring compliance with the Mandatory Drug and Alcohol Testing requirements. If the School District contracts with a vendor to provide student transportation services, the vendor shall be the employer and provide assurance to the District on an annual basis that they are in compliance with the Mandatory Drug and Alcohol Testing requirements.

The Drug and Alcohol Testing will include pre-employment, random, reasonable suspicion and post-accident testing as defined by Department of Labor Regulations. The School District supports a zero tolerance policy related to substance abuse. Therefore any personnel who have a confirmed positive test for drugs or a confirmed alcohol concentration of 0.02 or greater will be terminated from employment.

Legal References:

Omnibus Transportation Employee Testing Act of 1991, 49 U.S.C. §5331
RSA 200:37, Medical Examination of School Bus Operators
RSA 263:29, School Bus Driver's Certificate
RSA 189:13-a, School Employee & Volunteer Background Investigations
RSA 376:2, VII, Motor Carriage of Passengers
49 C.F.R. § 40.1-40.13 (2001), Transportation Workplace Drug Testing Program
49 C.F.R. Part 382, Controlled Substances and Alcohol Use and Testing
49 C.F.R. Part 391, Qualifications of Drivers

Statutory/Regulatory Reference:

49 C.F.R. 391.41-391.49
RSA 200:37

See Appendix: EEAEA-R

Revised: May 16, 2002
Revised: September 7, 2022

Raymond School District Policy – EEAEA-R

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
AND COMMERCIAL VEHICLE DRIVERS**

School bus and commercial vehicle drivers shall be subject to a drug and alcohol testing program that fulfills the requirements of the Title 49 of the Code of Federal Regulations Part 382.

Other persons who drive vehicles designed to transport 16 or more passengers, including the driver, are likewise subject to the drug and alcohol testing program.

Testing procedures and facilities used for the tests shall conform with the requirements of Title 49 of the Code of Federal Regulations, §§ 40, et seq.

Drug and Alcohol Clearinghouse.

The District will comply with the requirements of the Drug and Alcohol Clearinghouse, in accordance with 49 C.F.R. 391.23. Among other things, the rules provide that school districts that employ their own school bus drivers, or that otherwise employ or authorize the volunteer service of any CDL drivers, are required to:

1. Establish a user account that will enable appropriate personnel to access the clearinghouse database.
2. Report information related to drug and alcohol program violations into the database, as required by the federal regulations.
3. Query the database as part of their obligation to identify prospective drivers who have committed drug and alcohol program violations and who are not legally permitted to operate or perform other "safety-sensitive functions" related to school buses or other commercial motor vehicles.
4. Query the database at least annually for every CDL driver that is currently subject to the employer's DOT testing program.

Pre-Employment Tests

Tests shall be conducted before the first time a driver performs any safety-sensitive function for the District.

Safety-sensitive functions include all on-duty functions performed from the time a driver begins work or is required to be ready to work, until he/she is relieved from work and all responsibility for performing work. It includes driving; waiting to be dispatched; inspecting and servicing equipment; supervising, performing, or assisting in loading and unloading; repairing or obtaining and waiting for help with a disabled vehicle; performing driver requirements related to accidents; and performing any other work for the District or paid work for any entity.

The tests shall be required of an applicant only after he/she has been offered the position.

Exceptions may be made for drivers who have had the alcohol test required by law within the previous 6 months and participated in the drug testing program required by law within the previous 30 days, provided that the District has been able to make all verifications required by law.

Post-Accident Tests

Alcohol and controlled substance tests shall be conducted as soon after an accident as practicable on any driver:

- who was performing safety-sensitive functions with respect to the vehicle, if the accident involved loss of human life; or
- who receives a citation under state or local law, for a moving traffic violation arising from the accident.

EEAEA-R DRUG AND ALCOHOL TESTING FOR SCHOOL BUS AND COMMERCIAL VEHICLE DRIVERS Continued

Drivers shall make themselves readily available for testing, absent the need for immediate medical attention.

No such driver shall use alcohol for 8 hours after the accident, or until after he/she undergoes a post-accident alcohol test, whichever occurs first.

If an alcohol test is not administered within 2 hours or if a drug test is not administered within 32 hours, the District shall prepare and maintain records explaining why the test was not conducted. Tests will not be given if not administered within 8 hours after the accident for alcohol or within 32 hours for drugs.

Tests conducted by authorized federal, state, or local officials will fulfill post-accident testing requirements provided they conform to applicable legal requirements and are obtained by the District. Breath tests will validate only the alcohol test and cannot be used to fulfill controlled substance testing obligations.

Random Alcohol and Drug Tests

Tests shall be conducted on a random basis at unannounced times throughout the year. Tests for alcohol shall be conducted just before, during, or just after the performance of safety-sensitive functions. The number of random tests annually based upon the average number of driver positions must equal the greater of the respective rates determined annually by the United States Department of Transportation, or 15% for alcohol and 50% for 1. Drivers shall be selected by a scientifically valid random process, and each driver shall have an equal chance of being tested each time selections are made.

Reasonable Suspicion Tests

Tests shall be conducted when a supervisor or District official trained in accordance with law has reasonable suspicion that the driver has violated the Districts alcohol or drug prohibitions. This reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the drivers appearance, behavior, speech, or body odors. The observations may include indications of the chronic and withdrawal effects of controlled substances.

Alcohol tests are authorized for reasonable suspicion only if the required observations are made during, just before, or just after the period of the work day when the driver must comply with alcohol prohibitions. An alcohol test may not be conducted by the person who determines that reasonable suspicion exists to conduct such a test. If an alcohol test is not administered within 2 hours of a determination of reasonable suspicion, the District shall prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol tests shall terminate after 8 hours.

A supervisor or District official who makes observations leading to a controlled substance reasonable suspicion test shall make a written record of his/her observations within 24 hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

Enforcement

Any driver who refuses to submit to a post-accident, random, reasonable suspicion, or follow-up test shall not perform or continue to perform safety-sensitive functions.

Drivers who test positive for alcohol or drugs shall be subject to disciplinary action up to and including dismissal.

EEAEA-R DRUG AND ALCOHOL TESTING FOR SCHOOL BUS AND COMMERCIAL VEHICLE DRIVERS Continued

A driver who violates District prohibitions related to drugs and alcohol shall receive from the District the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs available to evaluate and resolve drug and alcohol-related problems. The employee shall be evaluated by a substance abuse professional who shall determine what help, if any, the driver needs in resolving such a problem. Any substance abuse professional who determines that a driver needs assistance shall not refer the driver to a private practice, person, or organization in which he/she has a financial interest, except under circumstances allowed by law.

An employee identified as needing help in resolving a drug or alcohol problem shall be evaluated by a substance abuse professional to determine that he/she has properly followed the prescribed rehabilitation program and shall be subject to unannounced follow-up tests after returning to duty.

Return-to-Duty Tests

A drug or alcohol test shall be conducted when a driver who has violated the District's drug or alcohol prohibition returns to performing safety-sensitive duties.

Employees whose conduct involved drugs cannot return to duty in a safety-sensitive function until the return-to-duty drug test produces a verified negative result.

Employees whose conduct involved alcohol cannot return to duty in a safety-sensitive function until the return-to-duty alcohol test produces a verified result that meets federal and District standards.

Follow-Up Tests

A driver who violates the District's drug or alcohol prohibition and is subsequently identified by a substance abuse professional as needing assistance in resolving a drug or alcohol problem shall be subject to unannounced follow-up testing as directed by the substance abuse professional in accordance with law. Follow-up alcohol testing shall be conducted just before, during, or just after the time when the driver is performing safety-sensitive functions.

Records

Employee drug and alcohol test results and records shall be maintained under strict confidentiality and released only in accordance with law. Upon written request, a driver shall receive copies of any records pertaining to his/her use of drugs or alcohol, including any records pertaining to his/her drug or alcohol tests. Records shall be made available to a subsequent employer or other identified persons only as expressly requested in writing by the driver.

Notifications

Each driver shall receive educational materials that explain the requirements of the Code of Federal Regulations, Title 49, Part 382, together with a copy of the District's policy and regulations for meeting these requirements. Representatives of employee organizations shall be notified of the availability of this information. The information shall identify:

1. the person designated by the District to answer driver questions about the materials;
2. the categories of drivers who are subject to the Code of Federal Regulations, Title 49, Part 382;
3. sufficient information about the safety-sensitive functions performed by drivers to make clear what period of the workday the driver is required to comply with Part 382;
4. specific information concerning driver conduct that is prohibited by Part 382;

EEAEA-R DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
AND COMMERCIAL VEHICLE DRIVERS Continued

5. the circumstances under which a driver will be tested for drugs and/or alcohol under Part 382;
6. the procedures that will be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing processes, safeguard the validity of test results, and ensure that test results are attributed to the correct driver;
7. the requirement that a driver submit to drug and alcohol tests administered in accordance with Part 382;
8. an explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences;
9. the consequences for drivers found to have violated the drug and alcohol prohibitions of Part 382, including the requirement that the driver be removed immediately from safety-sensitive functions and the procedures for referral, evaluation, and treatment;
10. the consequences for drivers found to have an alcohol concentration of 0.02 or greater but less than 0.04; and
11. information concerning the effects of drugs and alcohol on an individual's health, work, and personal life; signs and symptoms of a drug or alcohol problem (the drivers or a coworkers); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.

Drivers shall receive notice that certain personal information that is collected and maintained as part of the district's DOT testing program must be reported to the DOT's secure, online clearinghouse database. This includes, for example, verified positive test results, refusals to submit to any DOT-mandated test, any alcohol or controlled-substance use that is prohibited by federal regulation, and information about a driver's follow-up and return-to-duty tests.

Drivers shall also receive information about legal requirements, District policies, disciplinary consequences related to the use of alcohol and drugs.

Each driver shall sign a statement certifying that he/she has received a copy of the above materials. Before any driver operates a commercial motor vehicle, the District shall provide him/her with post-accident procedures that will make it possible to comply with post-accident testing requirements. Before drug and alcohol tests are performed, the District shall inform drivers that the tests are given pursuant to the Code of Federal Regulations, Title 49, Part 382. This notice shall be provided only after the compliance date specified in law.

The District shall notify a driver of the results of a pre-employment drug test if the driver requests such results within 60 calendar days of being notified of the disposition of his/her employment application. The District shall notify a driver of the results of random, reasonable suspicion, and post-accident drug tests if the test results are verified positive. The District shall also tell the driver which controlled substance(s) were verified as positive.

Drivers shall inform their supervisors if at any time they are using a controlled substance which their physician has prescribed for therapeutic purposes. Such a substance may be used only if the physician has advised the driver that it will not adversely affect his/her ability to safely operate a commercial motor vehicle.

Adopted: May 16, 2002

Revised: September 7, 2022

Raymond School District Policy - ECAF

AUDIO AND VIDEO SURVEILLANCE ON SCHOOL BUSES

General Authorization.

Video cameras may be used on school buses to monitor student behavior. Audio recordings in conjunction with video recordings may also be captured on school buses, in accordance with the provisions of RSA 570-A:2.

NOTE CONCERNING AUDIO RECORDINGS: Recordings that include audio must also comply with the limitations of RSA 570-A:2, II (k)(2), which provides in pertinent part: "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."

Notification.

This policy constitutes notification that audio and video recordings may be made on school buses used in the district. See also Board policy JICK - Pupil Safety and Violence Prevention.

The Superintendent or his/her designee shall ensure that there is a sign prominently displayed on the school buses informing the occupants of the school buses that such video and audio recordings are occurring. Notification of such video and audio recordings on the bus will also be included in the Student-Parent Handbook as well as the District and school websites.

Procedures Concerning Usage and Retention of Audio Recordings.

The Superintendent is charged with establishing additional administrative procedures consistent with this policy to address the length of time which any audio recording is retained, ownership of the recording, limitations on who may view and listen to the recording, and provisions for erasing or destroying the recordings. Video recordings without audio may be used, retained or destroyed as provided in Board policy EEAA.

Recordings may be viewed/heard only by the following persons and only after expressly authorized by the Superintendent:

- Superintendent or designee
- Transportation Coordinator
- Investigators or attorneys retained by district
- Business Administrator
- Building Administrator
- Law Enforcement Officers
- Parent/guardian of any student involved in disciplinary proceedings and present on the recording.

The Superintendent is authorized to consult with the District's attorney relative to the use and retention of an audio and video recording either generally or in reference to a particular occurrence.

ECAF AUDIO AND VIDEO SURVEILLANCE ON SCHOOL BUSES Continued

Student Records.

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.

RSA 189:65, Definitions

RSA 189:68, Student Privacy

RSA 570-A:2

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

Adopted: November 17, 1994

Revised: May 16, 2002

Revised: January 19, 2011

Revised: July 6, 2022

RAYMOND SCHOOL BOARD POLICY EEAF

SPECIAL USE OF SCHOOL BUSES

It will be the policy of the Raymond School Board to use school buses for transportation of students participating in school-related activities under the following conditions:

1. The School Board delegates authority to the Principal/designee regarding requests for any school-related activity use in which the bus would return the same day.
2. Requests for bus day-use will be requested through the Principal/designee at least three (3) weeks prior to the departure date.
3. Any trips that are within walking distance of the school will not be required to use school buses.
4. Tour Guide trips may use coach-style buses.
5. All overnight activity requests for transportation must be recommended by the superintendent and approved by the Raymond School Board three (3) months prior to the departure date. Such requests must be submitted to the Superintendent on the attached form EEAF-R.
6. Bus drivers will be governed by the policies and job descriptions as outlined in the Raymond School District Policy, Student/Parent Handbook, RSAs related to school buses, and governing contract with the contracted bus company.
7. Upon recommendation by the superintendent, this policy may be waived for extenuating circumstances by the school board.

Adopted:
R/R 10/21/99
Revised: June 6, 2002

November 6, 1975

Raymond School District Policy – JICK

STUDENT SAFETY AND VIOLENCE PREVENTION

Bullying and Cyberbullying

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 student which:

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

Bullying fundamentally includes actions motivated by an imbalance of power based on a student's actual or perceived personal characteristics, behaviors, or beliefs, or motivated by the student's association with another person and based on the other person's characteristics, behaviors, or beliefs.

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, cell 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.
5. Parent. Any reference in this policy to "parent" shall include parents or legal guardians.
6. Covered Areas: In accordance with RSA 93-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 student's educational opportunities or substantially disrupts the orderly operations of the school or school-sponsored activity or event.

JICK STUDENT SAFETY AND VIOLENCE PREVENTION Continued

IA. For Reports or Complaints of Discrimination, including Harassment, Based on Race, Color, National Origin, Ancestry, Sex or Disability.

In the event of an alleged act of discrimination, including harassment, based on race, color, national origin or ancestry, the Raymond School District will use the procedures in *"Discrimination, including Harassment, Based on Race, Color, National Origin and Ancestry – ACA."* Where there is an alleged act of discrimination, based on sex, the Raymond School District will apply its procedures under its *"AC-R-Title IX Grievances,"* and for alleged sexual harassment, it will apply *"JBAA-Sexual Harassment – Students."* In the event of an alleged act of discrimination, including harassment, based on handicap or disability, the Raymond School District will apply the procedures under its *"ACE- Procedural Safeguards- Nondiscrimination on the Basis of Handicap/Disability."*

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

The Board is committed to providing all students 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.

The Superintendent of Schools is responsible for ensuring that this policy is implemented.

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.

A school employee found to have wrongfully and intentionally accused a student of bullying shall face discipline or other consequences as determined in accordance with applicable law, District policies, procedures, and collective bargaining agreements.

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.

1. The consequences and appropriate remedial action for a student, teacher, administrator, volunteer, or other employee who engages in reprisal or retaliation shall be determined by the Principal after consideration of the nature, severity and circumstances of the act, in accordance with law, Board policies and any applicable collective bargaining agreements.
2. Any student found to have engaged in reprisal or retaliation in violation of this policy shall be subject to measures up to, and including, suspension and expulsion.

JICK STUDENT SAFETY AND VIOLENCE PREVENTION Continued

3. Any teacher, administrator, or other employee found to have engaged in reprisal or retaliation in violation of this policy shall be subject to discipline up to, and including, termination of employment.
4. Any school volunteer found to have engaged in reprisal or retaliation in violation of this policy shall be subject to measures up to, and including, exclusion from school grounds.

Process To Protect Students 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 shall develop a process or plan to protect that student from possible retaliation.

Each process or plan may be developed on a case-by-case basis. Suggestions include, but are not limited to, re-arranging student class schedules to minimize their contact, stern warnings to alleged perpetrators, temporary removal of privileges, or other means necessary to protect against possible retaliation.

These plans may be revised as circumstances warrant.

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

This policy shall apply to all students and school-aged persons on school district grounds and participating in school district functions, regardless of whether or not such student or school-aged person 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 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.

In addition to imposing discipline under such circumstances, the board encourages the administration and school district staff to seek alternatives to traditional discipline, including but not limited to early intervention measures, alternative dispute resolution, conflict resolution and other similar measures.

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

Staff and Volunteers

All staff will be provided with a copy of this policy annually. The Superintendent may determine the method of providing the policy (employee handbook, website, hard copy, etc).

The Superintendent will ensure that all school employees and regular volunteers receive annual training on bullying and related district's policies.

JICK STUDENT SAFETY AND VIOLENCE PREVENTION Continued

Students

All students will be provided with a copy of this policy annually. The Superintendent may determine the method of providing the policy (student handbook, mailing, hard copy, etc).

Students will participate in an annual education program which sets out expectations for student behavior and emphasizes an understanding of harassment, intimidation, and bullying of students, the District's prohibition of such conduct and the reasons why the conduct is destructive, unacceptable, and will lead to discipline. Students shall also be informed of the consequences of bullying conduct toward their peers.

The Superintendent, in consultation with staff, may incorporate student anti-bullying training and education into the District's curriculum, but shall not be required to do so.

Parents

All parents/legal guardians will be provided with a copy of this policy annually. The Superintendent may determine the method of providing the policy (parent handbook, mailing, etc.). Parents will be informed of the program and the means for students to report bullying acts toward them or other students. They will also be told that to help prevent bullying at school they should encourage their children to:

1. Report bullying when it occurs;
2. Take advantage of opportunities to talk to their children about bullying;
3. Inform the school immediately if they think their child is being bullied or is bullying other students;
4. Cooperate fully with school personnel in identifying and resolving incidents.

Additional Notice and School District Programs

The Board may, from time to time, host or schedule public forums in which it will address the anti-bullying policy, discuss bullying in the schools, and consult with a variety of individuals including teachers, administrators, guidance counselors, school psychologists and other interested persons.

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.

Student Reporting

1. Any student who believes he/she has been the victim of bullying should report the alleged acts immediately to the Principal. If the student is more comfortable reporting the alleged act to a person other than the Principal, the student may tell any school district employee or volunteer about the alleged bullying.

JICK STUDENT SAFETY AND VIOLENCE PREVENTION Continued

2. Any school employee or volunteers 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 administration will develop a system or method for receiving anonymous reports of bullying. Although students, parents, volunteers and visitors may report anonymously, formal disciplinary action 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. The administration will develop student reporting forms to assist students and staff in filing such reports. An investigation shall still proceed even if a student is reluctant to fill out the designated form and chooses not to do so.
5. 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.

Staff Reporting

1. An important duty of the staff is to report acts or behavior that they witness that appears to constitute bullying.
2. All district employees and volunteers shall encourage students to tell them about acts that may constitute bullying. For young students, staff members given such information will need to provide direct assistance to the student.
3. 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 as soon as possible, but no later than the end of that school day.
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, annually. 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 for him/herself and shall forward one copy to the Superintendent. The Superintendent shall maintain said forms in a safe and secure location.

JICK STUDENT SAFETY AND VIOLENCE PREVENTION Continued

IX. Notifying Parents of Alleged Bullying (RSA 193-F:4, II(h))

The Principal or designee shall report to the parents/guardians of a student who has been reported as a victim of bullying and to the parents/guardians of a student who has been reported as a perpetrator of bullying within 48 hours of receiving the report. Such notification will be made by telephone or personal conference, and in writing. 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 applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA). The notice shall include, at minimum, basic details of the alleged situation and timeframe of the investigation.

X. Waiver of Notification Requirement (RSA 193-F:4, II(i))

The Superintendent may, within a 48 hour time period, grant the Principal 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 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. All interviews shall be conducted privately, separately and shall be confidential. Each individual will be interviewed separately and at no time will the alleged victim and perpetrator be interviewed together during the investigation.
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. A maximum of 10 school days shall be the limit for the initial filing of incidents and completion of the investigative procedural process.

JICK STUDENT SAFETY AND VIOLENCE PREVENTION Continued

5. Factors the Principal or other investigator may consider during the course of the investigation, including but not limited to:
 - A. Description of incident, including the nature of the behavior;
 - B. How often the conduct occurred;
 - C. Whether there were past incidents or past continuing patterns of behavior;
 - D. The characteristics of parties involved, (name, grade, age, etc.);
 - E. The identity and number of individuals who participated in bullying behavior;
 - F. Where the alleged incident(s) occurred;
 - G. Whether the conduct adversely affected the student's education or educational environment;
 - H. Whether the alleged victim felt or perceived an imbalance of power as a result of the reported incident; and
 - I. The date, time and method in which parents or legal guardians of all parties involved were contacted.
6. The Principal or designee shall complete the investigation within 10 school days of receiving the initial report. If the Principal needs more than 10 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 shall notify in writing all parties involved of the granting of the extension.
7. 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.
8. Students who are found to have violated this policy may face discipline in accordance with other applicable board policies, up to and including expulsion. Students facing discipline will be afforded all due process required by law.
9. Consistent with applicable law, the District will not require or request that a student disclose or provide to the District the student's username, password, or other authenticating information to a student's personal social media account. However, the District may request to a student or a student's parent/legal guardian that the student voluntarily share printed copies of specific information from a student's personal social media account if such information is relevant to an ongoing District investigation.

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.

JICK STUDENT SAFETY AND VIOLENCE PREVENTION Continued

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, 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.

Examples of consequences may include, but are not limited to:

1. Admonishment
2. Temporary removal from classroom
3. Deprivation of privileges
4. Classroom or administrative detention
5. Referral to disciplinarian
6. In-school suspension
7. Out-of-school suspension
8. Expulsion

Examples of remedial measures may include, but are not limited to:

1. Restitution
2. Mediation
3. Peer support group
4. Corrective instruction or other relevant learning experience
5. Behavior assessment
6. Student counseling
7. Parent conferences

In support of this policy, the Board promotes preventative educational measures to create greater awareness of aggressive behavior, including bullying. The Board expects 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.

XIII. Reporting of Substantiated Incidents to the Superintendent (RSA 193-F:4, II(l))

The Principal shall forward all substantiated reports of bullying to the Superintendent upon completion of the Principal's investigation.

XIV. Communication With Parents Upon Completion of Investigation (RSA 193-F:4, II(m))

1. Within two school days of completing an investigation, the Principal will notify the students involved in person of his/her findings and the result of the investigation.

JICK STUDENT SAFETY AND VIOLENCE PREVENTION Continued

2. The Principal will notify via telephone the parents of the alleged victim and alleged perpetrator of the results of the investigation. The Principal will also send a letter to the parents of both parties within 24 hours again notifying them of the results of the investigation which shall summarize the investigation process and findings. The form for a parent to appeal the decision of a bullying investigation will be included in the letter of findings.
3. The Principal shall offer a meeting to parents/guardians. If the parents request, the Principal shall schedule a meeting with them to further explain his/her findings and reasons for his/her actions.
4. 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. Appeal

A parent or guardian who is aggrieved by the investigative determination letter of the Principal or his/her designee may appeal the determination to the Superintendent for review. The appeal shall be in writing addressed to the Superintendent, shall state the reason(s) why the appealing party is aggrieved, and the nature of the relief they seek. The Superintendent shall not be required to re-investigate the matter and shall conduct such review as he/she deems appropriate under the circumstances.

It is in the best interests of students, families, and the District that these matters be promptly resolved. Therefore, any such appeal to the Superintendent shall be made within ten (10) calendar days of the parent/guardian's receipt of the investigative determination letter of the principal or his/her designee. The Superintendent shall issue his/her decision in writing.

If the parent or guardian is aggrieved by the decision of the Superintendent, they may appeal the decision to the School Board within ten (10) calendar days of the date of the parent/guardian's receipt of the Superintendent's decision. An appeal to the Superintendent shall be a prerequisite to any appeal to the School Board. The appeal to the School Board shall be in writing, addressed to the School Board Chair in care of the Superintendent, shall state the reason(s) why the appealing party is aggrieved, and the nature of the relief they seek.

An aggrieved parent/guardian has the right to appeal the final decision of the local School Board to the State Board within thirty (30) calendar days of receipt of the written decision of the local School Board in accordance with RSA 541-A and State of New Hampshire Department of Education Regulation set forth in ED 200. The State Board may waive the thirty-day requirement for good cause shown, including, but not limited to, illness, accident, or death of a family member.

JICK STUDENT SAFETY AND VIOLENCE PREVENTION Continued

XVI. School Officials (RSA 193-F:4, II(n))

The Superintendent of schools is responsible for ensuring that this policy is implemented. In order to facilitate the implementation of this policy, the Superintendent may establish further administrative rules or regulations.

XVII. 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 Superintendent shall ensure that there is a sign informing the occupants of school buses that such recordings are occurring.

XVIII. 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 ECAF.

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 the District's attorney for a full legal opinion relative in the event of such an occurrence.

XIX. Reports or Complaints of Discrimination, including Harassment, Based on Race, Color, National Origin or Ancestry

Students or other persons (i.e., students' parents or guardians) who believe that a student has been the subject of discrimination, including harassment, based on race, color, national origin or ancestry are encouraged to report promptly any such alleged act or incident, by using the Raymond School District Policy for "*Discrimination, including Harassment, Based on Race, Color, National Origin and Ancestry – ACA.*"

Raymond School District employees, volunteers and independent contractors who become aware of, witness acts of or receive a student report relating to a student experiencing discrimination, including harassment, based on race, color, national origin or ancestry shall inform the Principal or designee as soon as possible, but by no later than the beginning of the next school day, by using the Raymond School District Policy for "*Discrimination, including Harassment, Based on Race, Color, National Origin and Ancestry – ACA.*"

The Raymond School District Policy for "*Discrimination, including Harassment, Based on Race, Color, National Origin and Ancestry-ACA*" can be found on the District and school's Website, under "School Board Policy."

JICK STUDENT SAFETY AND VIOLENCE PREVENTION Continued

XX. Reports or Complaints of Discrimination, including Harassment, Based on Sex or Disability

Where there is an alleged act of discrimination, based on sex, the Raymond School District will apply its procedures under its *“AC-R-Title IX Grievances,”* and for alleged sexual harassment it will apply *“JBAA-Sexual Harassment – Students.”* In the event of an alleged act of discrimination, including harassment, based on handicap or disability, the Raymond School District will apply the procedures under its *“ACE-Procedural Safeguards-Nondiscrimination on the Basis of Handicap/Disability.”*

Legal References:

RSA 189:70, Educational Institution Policies on Social Media
RSA 193-F:3, Student 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

Adopted: March 1, 2001
Revised: August 1, 2002
Revised: August 4, 2004
Revised: November 19, 2008
Revised: October 20, 2010
Revised: June 6, 2012
Revised: March 2, 2016
Revised: October 29, 2018
Revised: June 2, 2021 (Call letters update only)