

TRANSPORTATION AGREEMENT

RAYMOND SCHOOL DISTRICT

AND

STUDENT TRANSPORTATION OF AMERICA

This Transportation Agreement ("Agreement") is made on March 22, 2019 by and between the Raymond School District (hereinafter referred to as the "School District"), and Dail Transportation / Student Transportation of America Transportation, Inc. of 103 Route 107, Epsom, NH (hereinafter referred to as the "Contractor").

CONTRACT TERM

The contract term for student transportation services will be for five (5) school years to commence on July 1, 2019, and terminate on June 30, 2024. The Contractor and the Administrator in Charge of Superintendent Services with the Raymond School Board shall in good faith negotiate the terms of compensation and length of said extension.

GENERAL CONDITIONS

1. The Contractor shall transport all of the School District's students to and from the elementary, middle and high schools, and shall transport high school students to and from morning and afternoon sessions at Seacoast School of Technology utilizing (9) buses. In addition, the Contractor shall transport middle and elementary school students from each school's after-school program; and students to and from the School District for extracurricular activities.
2. 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 authorized by the School District.
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 within 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. The maintenance facility shall comply with all EPA, local, state and federal laws and regulations. The Contractor prior to signing the Contract must provide the School District either with evidence of ownership of a transportation terminal or a letter of intent to lease a facility.
4. 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.
5. The School District and Contractor recognize the expense and difficulties in proving the actual loss suffered by the School District if the Contractor does not perform the services specified or comply with the conditions of the Contract by, for example, providing working audio/video units on every bus every day, 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 breach of the Contract relating to non-performance of services or non-compliance with conditions of the Contract. The liquidated damages shall be deducted from the School District's next payment to the Contractor. This provision does not apply to limit the School District's remedies in the event of third party claims which are subject to indemnity and/or additional insured protection.

6. The Contractor shall carry any and all such insurance with a company or companies satisfactory to the School District, which will protect the Contractor, the School District, and the School District's officers, employees, volunteers agents, and representatives, for any and all claims and demands, actions and causes of actions, damages, costs, loss of service, expenses, compensation, and attorneys' fees including but not limited to any and all claims for personal injury and/or death and property damage including those caused by the negligent, intentional, or wrongful acts of the Contractor which may in any way arise, directly or indirectly 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 this Contract. The Contractor further agrees that the Raymond School Board, the Raymond School District, the School District's officers and employees, volunteers, agents and representatives, shall be named insureds in any and all such insurance policies required by virtue of this Contract; said School 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, employees, volunteers, agents, and representatives of the School 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 of any and all such insurance shall be filed with the School District prior to the effective date of this Contract, and prior to the opening day of each school year covered under this Contract, and such insurances of the type and in the amounts as outlined below.

7. Liability for the Contractor's personnel while in the performance of duty under this contact shall be the responsibility of the Contractor. The School District shall not be held liable for any personnel in the employ of the Contractor. The Contractor shall provide proof of workers' compensation insurance meeting State of New Hampshire limits an providing employers' liability coverage.

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 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. Any suit, action or proceeding with respect to this Agreement will be brought to an appropriate court in Rockingham County and the parties accept the exclusive personal jurisdiction of those Courts for the purpose of any suit, action, or proceeding.

10. The Contractor shall procure all applicable permits, licenses, and approvals necessary for the performance of services under this Contract at Contractor's expense and provide proof of same to the

School District.

11. The Contractor must be familiar with and abide by applicable Raymond School Board Policies.

ECAF	Audio and Video Surveillance on School Buses.
EEA	Student Transportation Service.
EEAE	School Bus Safety Program.
EEAEA	Mandatory Drug and Alcohol Testing.
EEAEA-R	Drug and Alcohol Testing for School and Commercial Vehicle Drivers.
EEAF	Special Use of School Buses.
JICDA	Student Safety and Violence Prevention.

12. As part of this Contract, the Contractor agrees to transport on all days when the Seacoast School of Technology is in session, all students who attend the Seacoast School of Technology. Said transportation to the Seacoast School of Technology will consist of two round trips per day, taking the students from Raymond High School to the Seacoast School of Technology, waiting- at the school during the session, and returning with those students to Raymond High School at the end of the forenoon, before picking up a second group to be transported from the Raymond High School to the Seacoast School of Technology and returning with those students to Raymond High School in the afternoon of that day. Failure to do so will result in \$250 fine per instance under General Conditions, No. 5. These trips presently are incorporated into the regular daily transportation utilizing nine (9) buses; so long as additional buses or service is not required, there shall be no additional charge for these trips.

Operations

1. The School District is scheduled to operate schools for one hundred seventy-eight (178) days per year. The School District reserves the right to cancel or delay school days based on inclement weather or other emergencies. Should the School 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 services.
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 Administrator in Charge of Superintendent Services 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 NH RSA 200:37.

6. The Contractor shall report any accident involving student transportation to the Administrator in Charge of Superintendent Services or his/her designee as soon as possible but not later than twenty-four hours from the time of the accident. The Contractor must submit a detailed written report to the Administrator in Charge of Superintendent Services 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 federal and State Statutes and regulations as part of the Contract and will not seek additional payment therefore. The Contractor must maintain current, accurate records documenting the training of each driver. The Contractor must make these records available for inspection upon request by the School District.

8. The School District reserves the unilateral right to prohibit a driver whom it determines is unsuitable, for any reason, from providing further services under the Contract with the School District. The School District may also unilaterally determine the routes and pick-up points for all students to be transported. The School 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 School District deems it necessary. Monitors shall be employees of the Contractor. The School 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 on forms supplied by the Contractor and completed by the parents to accompany each student on the vehicles carrying them to assure proper medical attention in the case of an emergency. The School District agrees to cooperate in obtaining this information.

11. The School 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 or modification by the School District.

12. The Contractor in agreement with the Administrator in Charge of Superintendent Services or his/her designee 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 School District.

13. The Contractor will make every attempt to minimize the amount of time students will spend on each vehicle subject to the limitations in Operations, No. 14. However, when increasing student numbers to decrease per student expenses, it is necessary to also increase time spent on the vehicles. The Contractor and School 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 School District, the Contractor shall provide one or more 83-person 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 School District will pay the Contractor a separate amount for this transportation as specified in Schedule A. It is to be specifically understood and agreed that the School District is under no obligation to use the buses of the Contractor for field trips or co-curricular trips. The School District, at its sole discretion, may contract with other bus contractors.

17. 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 will provide an adequate number of eighty-three (83) passenger transit style buses, plus an adequate number of spare buses (based on route/pick-up needs). Every bus will be equipped with a working audio/video unit, automatic transmission, and power assisted service door. If the School District so chooses, and notifies the Contractor on or before July 10 of each school year during the life of the Contract, the School District may require the Contractor to add or subtract one or more of the eighty-three (83) passenger buses from the buses stipulated above for that school year. The cost for adding or subtracting each bus shall be added or subtracted from the prices stipulated in this Contract.

Audio/video tapes will be made available to School District within 24 hours of request. If an audio/video tape is not provided, Contractor shall pay School District \$250 for each instance per General Conditions, No. 5.

2. At no time during the Contract will a vehicle be more than ten (10) years old. Vans shall not be used in lieu of buses.

3. The Contractor agrees to provide back-up vehicles in case of emergency breakdowns which have a manufacturer date no earlier than 10 years old at any time.

4. The Contractor will provide at its sole expense all supplies required under the Contract including diesel, 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 School 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.

6. The Contractor must inspect all buses 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 School District on demand.

7. The Contractor shall maintain a regular schedule for servicing all vehicles which 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 Contractor, and made available to the School 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).

9. No bus shall transport students in excess of its rated capacity, as set forth by state and federal laws and regulations.

10. When traveling on school grounds, bus drivers shall follow the traffic patterns established by the School District.

11. The Contractor will install a system of communication (non-CB 2-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. All buses under Contract for daily transportation of students must bear "Raymond School District" on both sides and shall be used solely for transporting assigned students during the entire year.

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 laws and regulations.

2. All bus drivers shall meet minimum age requirements consistent with state and federal laws and 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 laws and regulations and Raymond School Board Policy. The Contractor must submit a criminal record request with fingerprints on a driver, monitor and/or other employee prior to the employee beginning employment, but the Contractor may employ the operator on a provisional basis until the results of the criminal record check are received from the State of New Hampshire. The School District has the unilateral right to require the Contractor to remove any bus driver, monitor and/or other employee.

4. Bus drivers and monitors may not use any tobacco products while on the bus or while on School 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 School 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 reference
 - i. Proof of background check through appropriate law enforcement agencies as defined in RSA 189:13-a
7. All bus drivers and monitors will enforce reasonable rules of behavior as required by the School District and the Contractor. Operators shall report in writing to the School District, on a form provided by the School District, the names and offenses of students who fail to abide by the expected rules of behavior on the bus.
8. No driver or monitor will allow children to leave the bus except at scheduled stops unless authorized by the School District.
9. Drivers are to remain on the bus at all times when children are on board except as relieved by an authorized adult.
10. A driver shall make certain that all children are seated and the aisle is clear before moving the bus at each bus stop.
11. 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.

Contract Terms

1. The base contract year is the school year calendar for 178 days. Summer transport will be quoted separately.
2. 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 Contract by written notice within thirty (30) days of adoption of the School District budget for the fiscal year in question, and the Contract shall be terminated effective immediately.
3. 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.

4. The annual contract sum set forth on Schedule A shall be paid by the School District 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 School District within thirty 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.

5. The Contractor will maintain workers compensation insurance for all employees engaged in the performance of the terms of this Contract meeting State of New Hampshire workers' compensation limits and providing employer's liability coverage. Prior to the commencement of the Contract, the Contractor shall provide the School District with proof of same.

6. The Contract may be terminated by the School District for unsatisfactory performance. In such case the School 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 School District. If the performance of the Contractor does not improve to the satisfaction of the School District, the School District may immediately terminate the Contract with the Contractor.

7. In the event of a contractual termination the School District reserves the following option: The School District may employ another carrier to complete the terms of this Contract. The original Contractor shall be responsible for any extra or additional expense or damages suffered by the School District. Under this option the Contractor will be required to indemnify the School District for any loss the School District sustains arising out of lack of performance of this Contract by the Contractor.

8. The School 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 School District shall have the right to exercise the option as set forth above, Contract Terms, No.7.

9. The School District shall have the right to terminate the Contract on thirty (30) days written notice, without further financial obligation, if conditions arise making the transportation of School District pupils unnecessary.

10. Any termination of the Contract by the School District shall be without cost or penalty to the School District. The School District shall be liable to the Contractor only for the amounts due the Contractor as of the date of termination.

11. The Contractor shall not have the right to assign the Contract to any other person, firm or corporation without School District approval.

12. To the fullest extent permitted by law, the Contractor hereby acknowledges and agrees to defend, hold harmless, and indemnify the Raymond School District, its officers, agents and employees, volunteers, and representatives from and against all claims, damages, judgments, liabilities, losses, costs or injuries or

expenses including attorney's fees to any person or firm or any other damages arising directly or indirectly out of the actions of the Contractor, its officers, agents, employees, volunteers and representatives in fulfilling the terms of its contract with the School District including those caused by the negligent, intentional, or wrongful acts or omissions of the Contractor or any one person or company directly or indirectly employed by the Contractor or 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.

13. The Contract documents shall consist of:

- "Request for Proposals -School Bus 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:
 - ECAF - Audio Video Surveillance on School Buses
 - EEA - Student Transportation Services
 - EEAE - School Bus Safety Program
 - EEAEA -Mandatory Drug and Alcohol Testing
 - EEAEA-R- Drug and Alcohol Testing for School Bus & Commercial Vehicle Drivers
 - EEAF -Special Use of School Buses
 - IICDA - Student Safety and Violence Protection

14. The Contractor is an independent contractor. No employee of the Contractor shall be considered to be an employee of the School District. The Contractor alone shall be responsible for the acts, omissions, conduct, and/or control of any and all of its officers, employees, volunteers, agents and representatives.

15. The insurance and indemnification obligations shall survive termination of this Contract.

RAYMOND SCHOOL DISTRICT

SCHOOL 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 December 19, 2018, at the following costs:

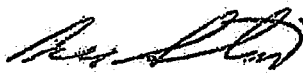
	Year One 2019-20	Year Two 2020-21	Year Three 2021-22	Year Four 2022-23	Year Five 2023-24
Total cost for providing daily transportation services for nine (9) District buses	<u>512,131</u>	<u>535,176</u>	<u>559,259</u>	<u>576,037</u>	<u>593,318</u>
Cost for extra-curricular and/or athletic trips					
a. Cost per mile	<u>2.45</u>	<u>2.50</u>	<u>2.50</u>	<u>2.55</u>	<u>2.55</u>
b. Cost per hour	<u>28.25</u>	<u>29.00</u>	<u>29.75</u>	<u>30.50</u>	<u>31.25</u>
Cost for Kindergarten and After-School Programs					
a. Cost per trip	<u>79.00</u>	<u>81.50</u>	<u>84.00</u>	<u>86.50</u>	<u>89.00</u>

CONTRACTOR: Dail Transportation, Inc - Student Transportation of New Hampshire

103 Route 107

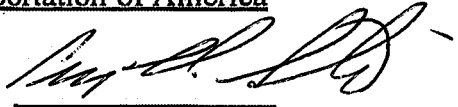
Epsom, NH 03234

AUTHORIZED SIGNATURE:



Gregg Stinson

Student Transportation of America

Agreed to By: 

Name/Title: Gregg Stinson
V.P Operations -NNE
Student Transportation of America

Date:

Raymond School District

Agreed to By: Margie Whitmore

Name/Title: Margie Whitmore, Business Administrator
Administrator in Charge of Superintendent Services Raymond School
District

Date: 3/20/19

Raymond School District Policy – JICDA
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.

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.
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.

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.
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.

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.
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.

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:

- A. Admonishment
- B. Temporary removal from classroom
- C. Deprivation of privileges
- D. Classroom or administrative detention
- E. Referral to disciplinarian
- F. In-school suspension
- G. Out-of-school suspension
- H. Expulsion

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

- A. Restitution
- B. Mediation
- C. Peer support group
- D. Corrective instruction or other relevant learning experience
- E. Behavior assessment
- F. Student counseling
- G. 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.
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.

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.”

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

Raymond School District 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: November 6, 1975

R/R 10/21/99

Revised: June 6, 2002

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 Code of Federal Regulations Title 49, 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 the Code of Federal Regulations Title 49, §§ 40, *et seq.*

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. This 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 six (6) months and participated in the drug testing program required by law within the previous thirty (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.

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

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
AND COMMERCIAL VEHICLE DRIVERS
(continued)

No such driver shall use alcohol for eight (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 these tests 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 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 alcohol tests annually must equal 25% of the average number of driver positions. The number of random drug tests annually must equal 50% of the average number of driver positions. 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 District's alcohol or drug prohibitions. This reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the driver's 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 two (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 eight (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.

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
AND COMMERCIAL VEHICLE DRIVERS
(continued)

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.

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.

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
AND COMMERCIAL VEHICLE DRIVERS
(continued)

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 work day the driver is required to comply with Part 382
4. Specific information concerning driver conduct that is prohibited by Part 382
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

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
AND COMMERCIAL VEHICLE DRIVERS
(continued)

10. The consequences for drivers found to have an alcohol concentration of 0.02 or greater but less than 0.04
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 driver's or a coworker's); 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 also receive information about legal requirements, District policies, and 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 that 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

Raymond School District Policy - EEAEA

MANDATORY DRUG AND ALCOHOL TESTING

In compliance with the United States Department of Transportation (49 CFR Part 40), school bus drivers are required to submit to drug and alcohol tests in accordance with the Rules and Regulations promulgated by that department.

The testing will be done by the Southern New Hampshire Regional Medical Center, at their Concord office on Pleasant Street; or by another equally qualified company selected by the District. The Center will review all mandatory drug testing including pre-employment, random, post-accident, reasonable suspicion, and return-to-duty. A laboratory certified by the Department of Health and Human Services will perform testing in compliance with the Department of Transportation regulations on the urine samples and delivered to them.

Random alcohol testing will be conducted at an annual rate of 10% of safety-sensitive positions and will be performed on National Highway Traffic Safety Administration (NHTSA) approved evidential breath-testing device.

Random drug testing of employees will be done at an annual rate of 50% of the safety-sensitive positions. Employee numbers will be drawn from a general pool to which the District belongs with a number of other statewide employers. Arrangements will be made with Southern New Hampshire Medical Center so that these employees will go directly for a urine test when their number is drawn. The test site facility will be informed of the names to be expected.

The employee will be required to submit to a reasonable suspicion drug and/or alcohol test if his/her supervisor suspects drug and/or alcohol use. Behaviors believed to be a result of drug and/or alcohol use must be observed directly by the supervisor.

A medical review officer (MRO) will review any employee test that is positive from the Center to determine if the test is confirmed positive. The MRO will refer all employees who have a confirmed positive test for drugs to a substance abuse professional (SAP). The breath alcohol technician (BAT) will refer any employee whose breath test is 0.04 or above to an SAP. Department of Transportation (DOT) regulations outline procedures dealing with employees who test 0.02 to 0.039. The employee must fulfill the SAP requirements and follow-up testing in order to continue in their safety-sensitive position. The employee is responsible for these charges associated with SAP, drug/alcohol treatment, and follow-up testing.

Any employee who tests positive, meaning a concentration level of 0.02 or greater, will be subject to a second confirmation test. If the second test is also positive, the employee will be terminated from employment with the District.

The use, possession, sale, or transfer of illegal drugs, on or off the job, will be cause for termination. Refusal to participate in a drug screen or alcohol testing, whether selected randomly or for cause, will result in immediate termination.

MANDATORY DRUG AND ALCOHOL TESTING
(continued)

All files on drug and alcohol testing are maintained by the Center. This information is strictly confidential. The District will be advised immediately if an employee fails the drug test or tests above 0.02 on breath alcohol measurement, and by mail for all negative tests.

I have received and understand the drug and alcohol testing policy of the District.

Bus Driver Signature: _____

Supervisor Signature: _____

Date: _____

CC: Personnel File

Statutory/Regulatory Reference:

49 C.F.R. 391.41-391.49

RSA 200:37

See Appendix: EEAEA-R

Revised: May 16, 2002

Raymond School District Policy - EEAE

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. Children will be instructed as to the proper procedure for boarding and exiting from a school bus and in proper and safe conduct while aboard.
2. Emergency evacuation drills will be conducted at least two times a year to acquaint student riders with procedures in emergency situations.
3. All vehicles used to transport children will be inspected on a regular schedule to see that they meet applicable safety regulations. The transportation contractor will ensure regular vehicle inspections.
4. All drivers will be screened before employment for physical condition, proper license, and experience. The prior driving record of each driver will be checked for license suspension due to drug and alcohol or other convictions and a criminal records check must also be completed and approved.
5. The Board authorizes use of video and/or audio surveillance on school buses to ensure the health, welfare, and safety of all students while riding on school buses. Use of such surveillance will be in accordance with Policy ECAF, Audio and Video Surveillance on School Buses.
6. 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.
7. 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.

Legal References:

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

RSA 189:6-a, School Bus Safety

RSA 570-A:2, Interception and Disclosure of Telecommunication or Oral Communications Prohibited

See Appendix: EEA-R

Adopted: April 4, 1991

Revised: June 6, 2002

Revised: March 16, 2011

Raymond School District Policy - EEA

STUDENT TRANSPORTATION SERVICES

Consistent with RSA 189:6, 189:8 and 189:9 transportation at the School District's expense will be provided for K-8 students who live more than one (1) mile from the school that they are required to attend, except as provided below. If, in the opinion of the School Board, the road is unreasonably hazardous relative to the age of the students concerned, a student living less than one (1) mile from his/her school may be transported at the School District's expense.

Per RSA 193:12, students who are deemed legal residents of the School District pursuant to a divorce decree or parenting plan developed under RSA 461-A will not necessarily be provided for students admitted under this provision and under corresponding law. The Superintendent or designee will make all determinations as to whether transportation will be provided in such circumstances. The Superintendent or designee's decision will be final.

Parents have the responsibility of providing transportation for their children when their children are involved in the following:

1. Participation in activities that extend beyond the normal school day
2. Student activities that are held at other than normal school hours
3. Detention after normal school hours for disciplinary reasons.

With regard to Item 3 above, pertaining to students in grades K through 8, if parents do not provide transportation, the school administration may send the student home at parental expense.

NOTE: The school staff is responsible for providing at least 24 hours notification to the parents, in a manner to be determined by the school administration, of those students who will be detained beyond normal school hours.

Non-resident students who attend one of the public schools in Raymond may ride on Raymond's school buses under the following conditions:

1. The bus must not be overloaded.
2. The bus must not deviate from its regular route.
3. The non-resident student's parent is responsible for dropping student at a recognized bus stop.
4. The non-resident student's parent must pay a fee equal to the annual cost per student for resident students to ride the bus as determined annually by the School Board.

The School Board can discontinue providing bus service to non-residents at any time.

General Operating Policy

The Superintendent, subject to review by the Board, shall establish bus routes. Routes will be developed annually and posted. Pupils who attend chartered public schools within the district and pupils who attend private schools shall be entitled to the same transportation privileges within the District as are provided for pupils in public school. Bus stops shall be established under the direction of the Superintendent. A bus stop so established will be designated as authorized when the School Board has approved its designation as such. Drivers may not load or unload pupils at other than authorized bus stops.

Student Conduct on School Buses

Regulations for students riding school buses are printed in the Raymond Transportation Handbook.

The bus driver will have responsibility to maintain orderly behavior of students on school buses and will report misconduct to the student's Principal in writing. Video/audio cameras may be used on buses to support the bus drivers' reports of unacceptable conduct (refer to policy ECAF). In cases of misconduct, the School Principal will have the authority delegated by the Superintendent to suspend the riding privileges of students or take other appropriate action. Parents of children whose pattern of behavior and conduct on school buses endangers the health, safety, and welfare of other riders will be notified that their children face the loss of school bus riding privileges in accordance with the student discipline code. Suspensions to continue beyond twenty (20) days must be approved by the Board (RSA 189:9a).

Resolution of Conflicts

A parent who wishes to request a change or exemption from any of the Student Transportation policies shall direct that request first to the School Board's Transportation Committee. If the parent is not satisfied by the ruling of the Transportation Committee, he or she may appeal the ruling to the Superintendent within five (5) business days. If the parent is again not satisfied by the ruling, he or she may appeal to the Raymond School Board, whose decision will be final.

Statutory Reference:

RSA 189:6

RSA 189:8

RSA 189:9

RSA 189:9a

RSA 200:40

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

Raymond School District Policy - ECAF

AUDIO AND VIDEO SURVEILLANCE ON SCHOOL BUSES

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.

Notification of such recordings is hereby established in this policy and in Policy JICK – Pupil Safety and Violence Prevention. The Superintendent or his/her designee will 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.

The Superintendent is charged with establishing administrative procedures to address the length of time, which the 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.

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

- Superintendent or designee
- Business Administrator
- Building Administrator
- Law Enforcement Officers
- Transportation Contractor Official

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.

Legal References:

RSA 570-A:2, Capture of Audio Recordings on School Buses Allowed

Adopted: November 17, 1994

Revised: May 16, 2002

Revised: January 19, 2011