

SAU #44  
REQUEST FOR PROPOSALS

**IN-DISTRICT AND OUT-OF-DISTRICT SPECIAL EDUCATION  
TRANSPORTATION SERVICES**

School Administrative Unit #44 (hereinafter referred to as “SAU”) representing the Northwood, Nottingham, and Strafford school districts (hereinafter referred to as “Districts”), is seeking sealed proposals for **In-District and Out-Of-District Special Education Transportation Services**. Information may be obtained from Business Administrator Robert O’Sullivan in the SAU Office at 23 Mountain Avenue, Northwood, NH 03261 or by calling (603) 942-1290. The proposals should be sealed and marked “**Special Education Transportation Services Bid**” in the lower-left hand corner of the envelope **AND** one electronic copy emailed to Linda Osburn at [losburn@nhsau44.org](mailto:losburn@nhsau44.org). All copies must be received in the SAU #44 offices located at 23a Mountain Avenue in Northwood NH 03261 by **1:00 PM EST on Monday, June 3, 2019**. Late proposals will not be considered. The SAU reserves the right to reject any and/or all proposals and waive any and/or all formalities. Contract awarded bidder will be required to execute this contract for a three-year term effective **July 1, 2019**, through **June 30, 2022**, with a one or two year extension at the sole discretion of the SAU. All terms and conditions as set forth in the bid specifications are considered as part of this contract except as amended or clarified by an attached Memorandum of Understanding.

Any party who intends to respond to this RFP shall submit their intention to submit a proposal on the **BID ACKNOWLEDGEMENT FORM (APPENDIX A)** including the name of a contact person, address, fax number and email address, to Business Administrator Robert O’Sullivan via fax at 603-942-1295 or email to [losburn@nhsau44.org](mailto:losburn@nhsau44.org) no later than **3:00 PM (EST) on May 31, 2019**.

Please refer to Appendix E for the approximate number of pupils and delivery/pickup locations currently being served on daily bus routes. **This information is for reference only and is not certified or guaranteed by the SAU or districts. Bidders are cautioned to not use these counts as the sold basis for responding to this Request for Proposals.**

**Section I – GENERAL SPECIFICATIONS**

1. The SAU Joint School Board will grant the contract to a single Contractor after reviewing submissions and submitting a recommendation to the Joint School Board for consideration. Joint School Board approval is required for the award of a contract. The successful bidder will be required to execute a contract with the SAU Joint School Board for a three-year term effective July 1, 2019 through June 30, 2022, incorporating the terms and conditions as set forth, with an option to extend one or two years at the sole discretion of the SAU.
2. The words, “bidder”, “contractor” or “carrier” when used in these specifications shall mean the Transportation Company or its agents seeking to provide Transportation Services to the SAU.
3. The word, “District” or “School Districts” when used in this contract shall mean the School Districts of Northwood, Nottingham, and Strafford.
4. Awarding of the contract will be at a later date to be determined at the sole discretion of the SAU Joint School Board.
5. The bidder to whom the award is made shall enter into a written contract with the SAU and the requirements set forth in these specifications shall be considered binding and a part of the contract.
6. The contractor shall, during the period of the agreement, provide transportation for special education students, or other authorized personnel, as may be required by the School District for school transportation, field trips, excursions, athletic activities, or other purposes designated by the SAU Joint School Board for three-years.

7. The District schools are scheduled to operate up to one hundred eighty (180) days and out-of-district schools may operate up to twelve (12) months. The District reserves the right to cancel scheduled school days because of weather, epidemics, or other emergencies and to change the school calendar as necessary during the school year. The carrier may also operate a limited number of summer routes. All eligible children will be provided transportation to and from designated schools as determined by the District. The District reserves the right to contract out transportation services to other Carriers in specific circumstances. In the event that a parent/guardian is repeatedly dissatisfied with the Carrier's service, and it is within reason, the Carrier agrees to allow the District to use another Carrier for that student. The District shall have the right to terminate the contract for services on thirty (30) days written notices, without further financial obligation, if conditions arise making the transportation of District students unnecessary. The District reserves the right to terminate the agreement at any time with a 90 day written notice with no penalty to the District. In the event of a contractual termination, the District reserves the right to employ another Carrier to complete the term of this agreement and hold the Carrier responsible for any extra or additional expenses or damages suffered by the District.
8. The carrier agrees to implement all policies of the SAU and Districts as they related to Student Transportation and attached as **APPENDIX G**.
9. Services are to be billed monthly in accordance with the rates set forth in **APPENDIX B - REQUEST FOR PRICING PROPOSAL and APPENDIX C - ANNUAL BASE BID**. The Carrier shall provide a separate invoice for all additional services that are not part of this contract and shall list the date of the trip, point of origin, destination, and for whom the services were provided, and the costs.
10. The Carrier will maintain routes and time schedules and will give prompt notice if any difficulty develops or if changes in scheduling are necessary. The Carrier must maintain daily trip logs for each student and must submit these and all costs to the District, and if applicable, to the District's third party billing agent monthly for Medicaid claims by the Districts. Such documentation shall include the total costs of each trip/route by vehicle, including insurance, fuel, driver's salary, benefits, maintenance and other associated costs; names of all students on each vehicle/route; standard daily mileage for each vehicle/route; actual dates (month, day and year of services for each student; driver's name and signature; total cost of each trip/route by vehicle; and trip logs per the requirements of NH Department of Health and Human Services regulation He-M1301 and any other applicable regulations.
11. Except where specifically limited by this contract, the bid price shall be construed to cover all costs incurred by the bidder to perform the work required by the contract.
12. Should any prospective bidder desire clarification or interpretation of any items in the specifications of this bid, they shall request such in writing from the Business Administrator and the question put forth and the answer given shall be provided or sent to all known bidders.
13. The SAU Joint School Board, or designee, shall have the exclusive right to make such revisions in the number of buses and the number of routes required including increasing and decreasing the mileage of each route to best suit the needs of the Districts at any time during the duration of the contract. Such revisions shall be deemed an ordinary part of this contract.
14. The SAU Joint School Board, or designee, may evaluate the contractor's performance at unspecified intervals to determine compliance with all aspects of the contract.
15. The Districts may require that special education buses be provided with a lift for wheelchairs and provisions to lock wheelchairs in place; a retainer strap to hold each person in his or her seat is required on all special education buses; and a seat belt lock or car seat will be required for all preschool students.

## **Section II – GENERAL CONDITIONS**

### **1. Intent to Propose**

Any party who intends to respond to this RFP shall submit their intention to submit a proposal on the **BID ACKNOWLEDGEMENT FORM (APPENDIX A)** including the name of a contact person, address, fax number and email address, to Business Administrator Robert O’Sullivan via fax at 603-942-1295 or to losburn@nhsau44.org no later than **3:00 PM (EST) on May 31, 2019**.

### **2. Addenda to RFP**

If it becomes necessary to revise any part of the RFP, notice of the revision will be emailed in the form of an addendum to all parties who have submitted **BID ACKNOWLEDGEMENT FORM (APPENDIX A)**. All addenda shall become a part of the RFP. Each Proposer in its proposal acknowledges all addenda that it has received to avoid any miscommunication. The failure of a Proposer to receive or acknowledge receipt of any addendum shall not relieve the Proposer of the responsibility for complying with the terms thereof.

### **3. Irrevocability of Proposal (RFP)**

All Proposals once submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days from the date and time for receipt of Proposals set forth above.

### **4. Proprietary Information**

The information provided in the RFP is intended solely for internal use by the Contractor in their preparation. All information contained herein is proprietary and shall not be distributed to any third party, except as required by law.

### **6. Cost Projections**

Each Contractor submitting an RFP will provide a three year cost projection, using generally accepted accounting principles and which the contractor is prohibited from increasing if the RFP is accepted by the SAU, for each and every expenditure category and account for performing said transportation services.

### **7. Annual Base Bid**

The Contractor’s base bid must include pricing for all pupil transportation services as described in this RFP. Moreover, the Contractor, by submitting its Proposal, agrees to convene monthly or more frequently if requested, with representatives of the SAU, for the purpose of evaluating the efficiency of the performance of the Contract, including but not limited to, a decrease in the number of routes or a decrease in the number of transportation staff or other employees necessary to carry out the provisions of the Contract as contemplated herein. As part of this process, and by submitting their Proposal, the Contractor agrees to pass along any savings to the School District. See **APPENDIX B REQUEST FOR PRICING PROPOSAL and APPENDIX C ANNUAL BASE BID**.

### **8. Performance Bond**

If a formal contract is awarded, the Contractor within seven (7) business days following the contract award shall furnish a Performance Bond. The Performance Bond shall be in an amount equal to one-hundred percent (100%) of the amount of the base contract, as security for the faithful performance of the contract. Such bond shall be in a form and with a surety acceptable to the SAU and shall not include a limitation period shorter than that provided by New Hampshire Law.

The bond shall name the SAU and Districts as primary co-obligee and shall be deemed to include the terms listed with this document. The cost to provide such bond shall be shown on the pricing page and shall be paid by the successful Contractor.

The Performance Bond shall guarantee the performance of the duties placed on the Contractor pursuant to the contract with the SAU, and shall indemnify the owner of liability or loss resulting to the SAU and Districts from any failure of the Contractor to fully perform each or all said duties. The Bond shall be deemed to cover all such duties.

The Performance Bond herein provided shall be placed with a surety company or companies having a policyholder rating not lower than “A” and a financial rating not lower than “XII” in the A.M. Best Insurance Company Rating (current addition) unless a lower rating is approved by the SAU in writing.

If at any time the SAU and/or the Districts shall become dissatisfied with any security or sureties then upon the bond, or for any reason such bonds cease to be adequate security for the District, the Contractor shall within five days after notice to do so, substitute an acceptable bond in such form and sum and signed by such other sureties as may be satisfactory to the District. No further payments shall be deemed due nor shall be made until the new sureties shall have qualified.

### **Section III – CONTRACTOR RESPONSIBILITIES**

1. To qualify to bid, the bidder must have at least seven years’ experience with one or more school districts.
2. The carrier shall comply with all applicable laws, rules, regulations including but not limited to the “New Hampshire School Bus Rules and Regulations” including all amendments and changes, all New Hampshire School Bus Transportation Statutes Annotated, (RSA 189:6 - RSA 266:62), New Hampshire Department of Safety Division of Motor Vehicles, Federal Motor Carrier Safety Regulations and the Federal Highway Administrators safety and financial responsibilities as they may apply to motor carriers providing the SAU school bus services. This shall include criminal background checks and DOT physicals (Medical Examination of School Bus Operators) for all drivers within the Districts and in compliance with RSA 200:37 Medical Examination of School Bus Operators. Any fees for completion of medical examinations for employees will be the Carrier’s sole responsibility.
3. The contractor shall designate, subject to approval of the SAU Joint School Board, or designee, after the award of the contract, and not later than thirty (30) days before the effective date of the contract, a particular staff member by name and position who shall be assigned to coordinate transportation arrangements under the contract and to carry out instructions submitted by the SAU Joint School Board, or designee. Said person is not to be a regularly scheduled bus driver and must be available as necessary during the school year. Said person must have successful experience in school transportation or its equivalent. The bus management dispatch office, if located outside of Northwood, shall be located no further than ten miles from the Northwood, New Hampshire town line unless approved by majority vote of the SAU Joint School Board. Contractor’s management personnel will be in-district, on-site, the equivalent of one (1) day per bi-week for 180 days and one (1) day per week for the first two (2) weeks of the school year.
4. Repairs of vandalism experienced while transporting students or other authorized personnel under terms of the contract, shall be the financial responsibility of the contractor, unless the building principal informs the contractor that the student responsible for the damage is to pay for the repairs.
5. The contract shall administer a State of New Hampshire approved safety program for the contractor’s personnel and the students being transported. The contractor agrees to conduct bus safety and evacuation drills when requested to do so by the District and/or the State in accordance with their rules and regulations.
6. The contractor shall allow bus monitors to ride the school buses when the District deems it necessary.
7. The contractor will equip all buses with a two-way communication system operative at all times at no cost to the

District which allows communication between contractors' base and individual buses as well as the Office of Superintendent.

8. Any accident involving student transportation shall be immediately reported to the Superintendent or designee. A detailed written report must be submitted to the SAU Joint School Board, or designee, as soon thereafter as possible as and no later than three (3) days after the date of such accident.
9. The contractor assumes full responsibility for reasonable order and discipline on buses and shall enforce such rules, as the School Administration shall, in writing, prescribe. Bus operators must cooperate in the maintenance of discipline and report any pupils who are chronic offenders to the office of the building principal for that district.

#### **Section IV – EQUIPMENT**

1. All vehicles will be inspected and approved by the Department of Safety, Division of Safety Services, State of New Hampshire, prior to August 30 of each year of this contract. In the event that the carrier furnishes replacement buses during a school year, those replacement buses must be inspected and approved per state requirements for school buses prior to transporting District students.
2. The contracted carrier will be responsible for all maintenance, repair and other costs associated with the buses in this contract.
3. All buses must be equipped with emergency band two way radios licensed by the FCC. The carrier will provide the necessary bus transportation maintenance dispatch station to accommodate the system. The base station must be staffed at all times the vehicles are in operation.
4. If necessary, the contractor shall be expected to make provisions for such spare buses, vans and any other equipment as shall be necessary to provide for the delivery of services stipulated in this contract.
5. All vehicles will have lettering as required by State law.
6. All school buses shall be equipped with digital camera technology to ensure the safety and well-being of all riders. At a minimum, the cameras should have two viewing angles (driver/door and aisles). In addition, the system should be capable to record in color and be viewable in low light conditions. The Carrier shall make available to the District all video within a four (4) hour time frame of said request. The Carrier understands that the District has sole rights to this video and must approve all distribution and viewing of any video of District students or routes.
7. All school buses shall be equipped with GPS technology, at no cost to the District, with District access to view data and speed of the bus on demand and in real time.
8. All school buses shall be equipped with a bodily fluid spill kit and shall, at a minimum, include gloves, a disinfectant, leak proof bags and paper towels.
9. Buses shall be kept clean and in sanitary condition. Written reports of conditions of buses as determined at the time of State inspections shall be presented to the SAU Joint School Board no later than ten (10) days following the date of inspection.
10. All school buses shall be equipped with a child check electronic reminder system designed to ensure that no child is left unattended on a bus.
11. The contractor shall operate school buses in such manner and at such speeds as to ensure a high degree of safety for the pupils, and shall comply with all State and local laws regarding operation.

12. All vehicles used under this contract will be stored at an area provided by the contractor at their own expense. The contractor will assume full responsibility and liability of such facility. Contractor is required to provide a garage/maintenance facility within the District unless alternative location is approved by majority vote of the SAU Joint School Board or designee.
13. Buses may not be housed at private residences within the Town of Northwood, Nottingham, and Strafford for parking, storage or garaging. No miles traveled to or from a bus garage facility located outside these towns shall be counted as part of any billed miles.

#### **Section V – DRIVERS**

1. All persons assigned, as regular or substitute drivers must be listed on the New Hampshire Department of Safety School Bus Roster. District reserves the right to check these credentials at any time.
2. The names, address, and telephone numbers of the drivers, and alternates, and bus route assignments shall be furnished to the Superintendent, or designee, prior to August 20<sup>th</sup> of each contract year, in compliance with RSA 263:29. All drivers, including alternates must have the approval of the New Hampshire Department of Safety, have been fingerprinted according to law, and reviewed and approved by the Division of Safety Services while they continue to operate buses. The carrier must be able to certify drivers as required under NH rules and regulations for school transportation and must have a certified school bus instructor on staff. All drivers must have pre-service instruction of not less than the minimum required by N.H. Department of Safety Rules and Transportation Regulations.
3. No person shall drive a bus provided by the carrier under this contract unless he/she is examined by a medical doctor within the period between June 1 and August 30 of each contract year. The cost of the physical examination required under this paragraph shall be borne by the carrier.
4. Any bus driver, as a condition to employment, must consent to random drug testing, and specific drug testing in the event of an accident.
5. Bus operators shall be screened by means of conducting a Criminal Offender Record Information Search, the results of which show no reason to prohibit contact with children of school age. Search reports are to be kept on file.
6. Drivers shall remain in their respective buses at all times while on school property except in cases of emergency. Drivers shall remain in the immediate vicinity of their buses during the waiting period for all-athletic events and field trips. Drivers are required to coordinate all pick-up times with District staff during field trip, athletic events, etc.
7. The contractor and the bus drivers shall be responsible for the timely pickup and return of all students. District students and staff have an expectation of bus availability. Transportation shall be made available at the appointed times and locations. Transportation shall be available upon the completion of scheduled trips. The District reserves the right to request transportation from another vendor if this obligation cannot be met.
8. Drivers shall report all cases of student misbehavior on buses and shall handle all disciplinary matters in strict accordance with District policy.
9. No driver shall eject a student from the bus while on the school route except at such student's designated bus stop. Bus drivers do not have the authority to refuse any child who is eligible for transportation. The right to ride the bus or to remove the student from the bus unless permission has been given by the school building principal, Superintendent, or designee.
10. All buses and operators must be available on two (2) hour notice for early closing of one or more schools in

emergencies and upon one (1) day notice for early closing of school for all staff workshops, in-service meetings, parent conferences, or other activities scheduled in advance.

11. Drivers shall be clean and neat in appearance at all times.
12. Drivers shall not smoke or carry a lighted cigar, cigarette, or pipe at any time while operating a bus. Music that is not appropriate to a school setting shall not be played on the buses. Only radio stations approved by the SAU Joint School Board shall be played on buses.
13. Drivers shall not operate personal cellular phones, iPads, or any other personal electronic device that may cause a distraction to the safe operation of the school bus.
14. Bus drivers are to remain on the bus at all times when children are aboard unless properly relieved.

#### **Section VII – INSURANCE**

1. Automobile and general liability insurance will be carried in the minimum amount of five million dollars (\$5,000,000) by the carrier through a company licensed and authorized to do business in the State of New Hampshire, during the life of the agreement. The insurance may be arranged under a single policy or by a combination of an underlying policy with the balance provided by an Excess or Umbrella policy. Such policy will name the SAU as additional insured and the SAU Joint School Board must receive a certificate of such insurance by August 1 of each year.
2. The carrier will immediately notify the SAU if they have received any notice from the insurance company or companies providing such insurance coverage that such company or companies intend to cancel all or any part of such insurance prior to June 30 of any year. Such notice shall be in addition to any obligation of the insurance company or companies to notify the SAU and Districts as an additional insured.
3. The carrier will hold harmless the SAU and Districts, any of its officials, elected or otherwise, or its employees from claims for damages, including legal expenses, for property damage and/or personal injuries, and/or bodily injuries, including death, which may arise from or out of the transportation operation thereunder.
4. The Contractor shall procure and maintain in force a performance bond from an insurance security company licensed to do business in the State of New Hampshire for the benefit of the District conditioned upon the faithful performance of the terms of the contract, in an amount equal to one hundred (100) percent of each year's contract amount. Please put the annual cost of such a performance bond on the option bid form.
5. The carrier will maintain workers compensation insurance for all employees engaged in the transportation of students. All bus drivers and other personnel engaged in the transportation activities set forth in the agreement are the employees of the carrier.
6. The person, or firm or corporation bidding for the school transportation may be required to submit a certified financial statement upon request of the SAU Joint School Board.

#### **Section VIII – BUSINESS INTERRUPTION AND PROTECTION**

1. If unforeseen circumstances, such as weather, cause cancellation or delayed opening of school, the contractor will provide the necessary transportation services to allow for safe and timely transport of the students.
2. Failure to perform under the contract shall be good and sufficient reason for excusal from contractual liability when

such failure is due to natural disasters such as earthquakes and flood. The District may request the contractor to perform as a civil defense transportation provider in such instance as a natural disaster.

**Section IX – CONTRACT DEFAULT**

1. The SAU may cancel the contract for improper conduct by the carrier or for failure to carry out any provisions of the contract and may also cancel any part of the contract on due notice if conditions arise making transportation of said pupils unnecessary. The contract may also be modified, if pupil transportation requirements change, by mutual agreement between the SAU Joint School Board and the carrier.
2. If the carrier defaults in the performance of the terms and conditions hereof, and said default continues of a period of five days after notice thereof, the SAU Joint School Board may either withhold any payment from the contractor until such default is cured, without liability for such withholding, or terminate this contract. Such termination will be effective ten (10) days after notice of the problem is given.
3. The failure of the Carrier to perform its obligations under this contract will impact the District’s ability to effectively administer and provide public education, and that quantifying losses associated with this impact is inherently difficult. The Parties agree that the District will be entitled to impose the following liquated damages, provided that the Superintendent or designee has provided the Carrier two (2) business days oral notice of the noncompliance and the Carrier has not cured the noncompliance within said two (2) business days. These amounts do not constitute penalties, but are a reasonable measure of damages to compensate the District for such losses.

<b>Description of Incident</b>	<b>Amount of Liquidated Damages Per Incident</b>
No service on any to or from regularly scheduled route	Daily rate per vehicle/route type
Late pick-up (15 minutes or more as defined on approved route sheet ) at school	10% of the per route cost
Late drop-off (15 minutes or more as defined on approved route sheet) at a school	10% of the per route cost
Missed stops on a route, provided that any missed stop has occurred on any three days per ten days of service	50% of the per route cost
Failure to provide a properly licensed and permitted bus driver for a to/from route	100% of the per route cost
Failure to provide a bus monitor	100% of daily bus monitor rate

4. If the Carrier files a Petition of Bankruptcy or for reorganization under the Bankruptcy Act, makes an assignment for the benefit of creditors, be adjudicated bankrupt or have a receiver appointed by a Court for any part of its property, then the SAU Joint School Board, at its option, can terminate this contract.
5. The contractor agrees not to assign this contract in whole or in part nor to assign any money due or to become due to it under the contract, without the prior written approval of the SAU Joint School Board.
6. The carrier shall not assign, sublet, or transfer any interest in this contract without prior written consent of the SAU Joint School Board.
7. Notwithstanding anything contained in this document or the transportation contract, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period of the transportation contract period the SAU Joint School Board will notify the carrier immediately in writing of such occurrence and the contract shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to the carrier.
8. This contract will be 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 in this contract.



9. Proposed carriers and their representatives are prohibited from making contact with the Superintendent, employees of the SAU 44 and school districts or school board members except to seek clarification of the requirements from the Business Administrator as outlined in this Request for Proposal.

**Section X – ROUTE AND SCHEDULE REQUIREMENTS**

1. The contractor shall, with the assistance of the SAU personnel, review current routes and establish a one tier transportation system schedule including routes, scheduling and student pickup lists based on existing routes and district special education transportation needs. Route adjustments may be needed and mandated by the Superintendent of their designee from time to time. The Carrier shall be flexible in adjusting routes to meet varying factors such as changing demographics. No additional fee will be assessed for adjusting said routes in the event they do not require the addition of another bus. The Carrier shall be flexible in adjusting times to meet possible changes in school opening and closing times. The District reserves the right to adjust routes and scheduled when it is in the best interest of the District and/or students to do so.
2. Bidders must satisfy themselves by personal investigation of the area served by the SAU and by the study of opening and closing schedules, enrollment statistics to develop the length and number of runs necessary and the equipment and personnel needed to supply the transportation called for in these specifications. The District as a matter of practice prefers student ride time to be one (1) hour or less than ½ hour for medically involved students.
3. The format of the transportation system is to remain essentially the same as the first year of the contract during the three years. The routes for the school year must be presented to the SAU Joint School Board no later than August 1 of each year.
4. The SAU and Districts have primary responsibility for the addressing of parent, student, and community concerns regarding bus related issues to include routes, timing, driver inquiries, etc.
5. The carrier agrees to be responsible for development and oversight of all routing required for pick up and disbursement of student riders safely and in a timely manner. Consideration in preparing the schedule must be given to time of pickup, time of arrival at school, number of children on the bus, riding time on the bus for each student, and State and Federal Laws as well as State Board policies relating to transportation. No bus shall arrive with students earlier than fifteen (15) minutes prior to the scheduled school day. No student shall be picked up at his or her school later than fifteen (15) minutes from the close of the school day.
6. The assignment of buses, schedules and drivers relative to routine daily transportation of students to and from school shall not be changed due to field trips, or other special or athletic trips. Routes will be assigned a regular driver; these route assignments will take precedence over assignments to field and athletic trips.
7. If the carrier finds that it is necessary to change any of the routes they must notify the SAU Joint School Board or its designee prior to the change. The school district will then hold primary responsibility for parental notification of changes.
8. The contractor must agree to furnish individual route and trip schedules whenever requested, and by August 1 of each year.
9. The carrier agrees to be responsible for all route training of bus drivers.
10. The carrier is encouraged to reduce hours students spend on buses. However safety and discipline must at all times be paramount.

11. The carrier may make route and policy recommendations to the Superintendent, or designee.
12. Final determination of schedules and routes shall be vested solely by the Superintendent, or designee.

**Section XI – ROUTES AND MILEAGE**

1. Due to student transportation requirements that do not often depart at the same time when regular school day afternoon runs commence, the contractor shall assure the availability of an adequate number of buses to provide transportation at all times for these trips. If the contractor cannot provide service then the exclusive nature of student transportation for these trips shall be waived and the District may/will seek alternatives.

**Section XII – THE BASIC CONTRACT**

The contract will include all of the following components. Contractor must provide a cost for all services.

Routes:

The basic contract, when referred to in this document, shall mean the operation of the special education students grades K-12 daily bus routes as developed by the bidder. Please note option items separately. Route and options are specified in contract.

Equipment:

No bus older than two (2) years and no more than 40,000 miles at the start of the contract.

Performance Bond:

Annual performance bond cost.

**APPENDIX A**  
**Bid Acknowledgement Form**

Request for Proposal:

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Reference: \_\_\_\_\_

Please check the appropriate box below and fax or email this acknowledgement to:

Attention: Linda Osburn, PHR  
Fax Number: (603) 942-1295  
Email: losburn@nhsau44.org

Intention to Submit a Proposal

We hereby acknowledge receipt of the bid package. We have reviewed the document and that we intend to submit a proposal on or before **June 3, 2019**.

Non-Intention to Submit a Proposal

We hereby acknowledge receipt of the bid package. We have reviewed the document and advise that we do not intend to submit a proposal for the following reasons:

We request to be removed from the SAU 44 vendor data base of approved vendors.

We request to remain on the SAU 44 vendor data base of approved vendors.

Vendor's Contact Information

Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Mailing Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

Name and Title of Authorizing Officer \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX B**

**REQUEST FOR PRICING PROPOSAL RFP PROJECTION SUMMARY**

Name of Company \_\_\_\_\_

Proposal Prepared by \_\_\_\_\_ Email Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

**ANNUAL BASE BID COST SUMMARY**

Year One Total Cost (7/1/19 – 6/30/20) \_\_\_\_\_ \$ \_\_\_\_\_ yearly

Year Two Total Cost (7/1/20 – 6/30/21) \_\_\_\_\_ \$ \_\_\_\_\_ yearly

Year Three Total Cost (7/1/21 – 6/30/22) \$ \_\_\_\_\_ yearly

Grand Total (Three Year Contract) \_\_\_\_\_ \$ \_\_\_\_\_

(Do not include Performance Bond cost above)

Cost of Performance Bond \_\_\_\_\_ \$ \_\_\_\_\_ yearly

**APPENDIX C  
ANNUAL BASE BID**

<b>ANNUAL BASE BID</b>	<b>SCHOOL YEAR 2019-2020</b>	<b>SCHOOL YEAR 2020-2021</b>	<b>SCHOOL YEAR 2021-2022</b>
<b><i>Vehicle / Driver Rates</i></b>			
Rate per vehicle, per day up to four (4) hours, for a round trip special education route that is within the boundaries of the School District.			
Rate per vehicle, per day up to four (4) hours, for a round trip that is outside the boundaries of the School District.			
Rate per vehicle, per fifteen (15) minutes increment above the four hour minimum for a round trip that is within the boundaries of the School District.			
Rate per vehicle, per fifteen (15) minutes increment above the four hour minimum for a round trip that is outside the boundaries of the School District			
Surcharge per wheelchair bus, per day.			
<b><i>Field Trip Rates</i></b>			
Rate per bus, per field trip for two (2) hours, plus tolls and parking fees if applicable. Rate includes any and all vehicle requirements.			
Rate per bus, per field trip, per fifteen (15) minute increment above two hours. Rate includes any and all vehicle requirements.			

**APPENDIX D  
REFERENCES**

Please list a minimum of three (3) K-12 school districts for which your company currently and/or previously provided transportation services for within the past three years. Attach an additional sheet if necessary.

***School District Reference #1***

School District Name \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Date of Service Initiation \_\_\_\_\_

Services Provided \_\_\_\_\_

***School District Reference #2***

School District Name \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Date of Service Initiation \_\_\_\_\_

Services Provided \_\_\_\_\_

***School District Reference #3***

School District Name \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Date of Service Initiation \_\_\_\_\_

Services Provided \_\_\_\_\_

***School District Reference #4***

School District Name \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Date of Service Initiation \_\_\_\_\_

Services Provided \_\_\_\_\_

**APPENDIX E**  
**CONTRACTOR BACKGROUND QUESTIONNAIRE**

This form must be completed in full by each Contractor proposing to provide transportation services in responses to this RFP.

<b>Contractor Background Information</b>	<b>Contractor Response</b>
Contractor Name	
Company Address	
Proposal Submitted by	
Proposer Email Address	
Telephone Number	
Fax Number	
Year in which company was founded	
Is company wholly owned? If not, list parent company	
Gross sales of the companies last fiscal year	
Please list your company's last three annual revenue figures	
Total number of pupil transportation contracts	
Total number of pupil transportation contracts located in New Hampshire	
Average onsite employee turnover rate	
Average years of service per onsite employee	
Where is your closest support facility?	
Where is your headquarters facility?	
Is your company an equal opportunity employer?	
How many total employees does your company have?	
The contractor may be required to provide audited financial information for the previous two years.	

**APPENDIX E**  
**CONTRACTOR BACKGROUND QUESTIONNAIRE CONTINUED**

<p>Privately held companies wishing to maintain confidential financial information must provide information detailing the company's long term stability. Please provide a current Dun &amp; Bradstreet (D&amp;B) as part of the Proposal response.</p>	
<p>If the Contractor is proposing to use a subcontractor during the contract, please provide background information on the subcontractor, contractor’s relationship with your firm and the specific services that the subcontractor will be providing. A complete list of subcontractors is required. The District has the right to accept or deny any or all subcontractors of the Contractor at any time.</p>	
<p>Please provide descriptions of the services proposed, including staffing descriptions and key assumptions.</p>	
<p>Please describe what training is provided to your employees (Type and Hours)</p>	
<p>Please confirm that you will provide a dedicated team of employees for the School District that will not work in other districts or companies for the duration of their work assignment to the School District.</p>	
<p>Please describe your recruitment process including background and reference checks.</p>	



**APPENDIX F**

2018-2019 ROUTES

PRESCHOOL

	A	B	C	D
1	Preschool located within Northwood School @ 511 1st NH Turnpike Northwood, NH 03261			
2				
3	<b>PRESCHOOL</b>	2018-19 For Reference Only		
4				
5	<b>Session</b>	<b>Days</b>	<b>Pick Up Address</b>	<b>Drop Off Address</b>
6				
7	AM-8:45-11:15	M,T,W,Th	Case Road Nottingham	Same
8	AM-8:45-11:15	T,W,Th	Parker Mountain Road Strafford	* Kindercampus - Strafford
9	AM-8:45-11:15	T,W,Th	Deer Run Lane Northwood	Same
10	AM-8:45-11:15	M,W	* Kindercampus - Strafford	* Kindercampus - Strafford
11	AM-8:45-11:15	M,W,Th	Cooper Hill Road Apt. 1 Northwood	Same
12	AM-8:45-11:15	M,W	Byrne Road Northwood	Same
13	AM-8:45-11:15	T,W,Th	Strafford Road Strafford	Same
14	AM-8:45-11:15	M,T,W,Th	** All Aboard - Nottingham	** All Aboard - Nottingham
15	AM-8:45-11:15	M,T,W,Th	Allen Farm Road Northwood	Same
16	AM-8:45-11:15	Th,F	Bow Street Northwood	Same
17	AM-8:45-11:15	M,T,Th	Kristie Lane Strafford	Same
18	AM-8:45-11:15	T,Th	Strafford Road	Same
19	AM-8:45-11:15	M,W	** All Aboard - Nottingham	** All Aboard - Nottingham
20	AM-8:45-11:15	M,W	Priest Road Nottingham	Same
21	AM-8:45-11:15	T,Th	Pender Road	Same
22	AM-8:45-11:15	M,T,W,	** All Aboard - Nottingham	** All Aboard - Nottingham
23	AM-8:45-11:15	M,T,W,	** All Aboard - Nottingham	** All Aboard - Nottingham
24				
25			* Kindercampus: 1235 Parker Mountain Road Strafford	
26			** All Aboard: 249 Stage Road Nottingham	
27				
28	PM-11:15 - 1:45	W,Th	Knowles Way Northwood	10 Knowles Way Northwood
29	PM-11:15 - 1:45	M,T,W,Th	Francesca Way Nottingham	Same
30	PM-11:15 - 1:45	M,T,W	Drake Hill Road Strafford	Same
31	PM-11:15 - 1:45	M,W	** All Aboard - Nottingham	** All Aboard - Nottingham
32	PM-11:15 - 1:45	T,Th	Sofia Way Nottingham	Same
33	PM-11:15 - 1:45	M - Th	Province Road Strafford	Same
34	PM-11:15 - 1:45	M,W,Th	Leonard Caverly Rd Strafford	Same
35	PM-11:15 - 1:45	M,T,Th	Denmark Drive Northwood	Same

PLACEMENTS

2018/2019 PLACEMENTS				FOR REFERENCE ONLY	
<b>NORTHWOOD</b>					
Northwood School	<b>Monitor</b>	<b>Placement</b>	<b>Student Address</b>	<b>Hours</b>	
511 1st NH Turnpike					
Northwood, NH 03261	<b>N</b>	Northwood School	Catamount Road	7:50 - 2:20	
	<b>Y</b>	Northwood School	Main Street	7:50 - 2:20	
Parker Academy	<b>Y</b>	Northwood School	Gary Road	7:50 - 2:20	
2 Fiske Road	<b>N</b>	Northwood School	Pender Road	7:50 - 2:20	
Concord, NH 03301		Northwood School	Strafford Road	7:50 - 2:20	Drop off at Ridge Road Northwood
	<b>N</b>	Parker Academy	Sherburne Hill Rd	8:25 - 3:00	
CBNA	<b>N</b>	CBNA	Knowles Way	7:30 - 2:30	
907 1st NH Turnpike	<b>N</b>	CBNA	First NH Turnpike	7:30 - 2:30	
Northwood, NH 03261					
<b>NOTTINGHAM</b>					
Nottingham School	<b>Monitor</b>	<b>Placement</b>	<b>Student Address</b>	<b>Hours</b>	
245 Stage Road					
Nottingham, NH 03290	<b>N</b>	Nottingham School	Flutter Street	8:00 - 2:30	
	<b>N</b>	Nottingham School	Flutter Street	8:00 - 2:30	
Dover High School	<b>N</b>	Dover High School	Lakeview Drive	7:40 - 2:30	
25 Alumni Drive	<b>N</b>	Nottingham School	Haines Road	8:00 - 2:30	
Dover, NH 03820					
<b>STRAFFORD</b>					
Strafford School	<b>Monitor</b>	<b>Placement</b>	<b>Student Address</b>	<b>Hours</b>	
22 Roller Coaster Road					
Strafford, NH 03884	<b>N</b>	Strafford School	1119 Second Crown Pk	8:45-3:10	
	<b>N</b>	Strafford School	Hickory Way	8:45-3:10	

## **APPENDIX G**

### **SCHOOL TRANSPORTATION POLICIES**

**SCHOOL ADMINISTRATIVE UNIT #44**  
**Northwood School District**  
**Northwood NH 03261**

**POLICY #EEA - ELEMENTARY STUDENT TRANSPORTATION SERVICES**

*See also EEAE, EEAE & JICC*

The District will provide pupil transportation services consistent with applicable law.

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.

**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**

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. Parents of children whose 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. The school Principal will have the authority to suspend the riding privileges of students failing to conform to bus rules and regulations. The Board must approve suspensions of riding privileges that continue beyond twenty (20) days.

**Resolution of Conflicts**

Parents who wish to request a change or exemption from any of the Student Transportation policies shall direct that request to the Assistant Superintendent. If the Assistant Superintendent ruling does not satisfy the parent, he/she may appeal the ruling within five days to the Superintendent. If the parent is again not satisfied by the ruling, he/she may appeal to the Superintendent within the next five-day period. As a last appeal, the parent may request to appear before the Board.

**Legal References:**

*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*

**POLICY #EEA – ELEMENTARY STUDENT TRANSPORTATION SERVICES**  
**PAGE TWO**

*Appendix: EEA-R & JICC-R*

**ADOPTED BY THE BOARD**  
**December 4, 1973**

**AMENDED BY THE BOARD**  
**October 14, 1982**

**REVISED BY THE BOARD**  
**April 10, 1986**

**THE NORTHWOOD SCHOOL BOARD**  
**Althea Behm, Chair**  
**Richard Shaw**  
**James Colburn**

**REVISED BY THE BOARD**  
**September 4, 2014**

**THE NORTHWOOD SCHOOL BOARD**  
**Scott Bulger, Chair**  
**Karen Brieger, Vice Chair**  
**Dave Ruth**  
**Tim Jandebeur**  
**Bill Mello**

**AMENDED BY THE BOARD**  
**July 6, 1989**

**THE NORTHWOOD SCHOOL BOARD**  
**Sarah Smith**  
**Rebecca Rule**  
**Diana Foster**  
**Linda Kramas**  
**Charles Johnson**

**REVISED BY THE BOARD**  
**November 3, 2016**

**SCHOOL ADMINISTRATIVE UNIT #44  
Northwood School District  
Northwood, NH 03261**

**POLICY #EEAB - PERMISSION TO DROP-OFF WITHOUT PARENT/GUARDIAN**

Any parent/other designee of students in grades 1-4 who wishes to allow their child(ren) to get off the bus without parent/other designee at the bus stop, must state so, in writing, to the Transportation Company. Such requests shall be made annually and shall be kept on file at the Transportation Company's office.

Written permission must include name(s) of designee.

The Principal shall ensure notice of this requirement is published annually in the Parent Handbook.

**ADOPTED BY THE BOARD  
May 7, 2001**

**THE NORTHWOOD SCHOOL BOARD  
Norman Dodge, Chair  
Christine Tappan, Vice Chair  
Catherine McNally  
Richard Levergood  
David Bujno**

**REAFFIRMED BY THE BOARD  
August 21, 2014**

**THE NORTHWOOD SCHOOL BOARD  
Scott Bulger, Chair  
Karen Brieger, Vice Chair  
Dave Ruth  
Tim Jandebour  
Bill Mello**

**SCHOOL ADMINISTRATIVE UNIT #44  
Northwood School District  
Northwood, NH 03261**

**POLICY #EEAEA - MANDATORY DRUG AND ALCOHOL TESTING**

**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. To fulfill such a responsibility, 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.

**2. Medical Examination of School Bus Operators**

In accordance with RSA 200:37, before employing any person as a school bus operator, directly or through a vendor, the School 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 School 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 operator, 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.

**3. School Bus Driver's Certificate**

No person shall be employed as a school bus operator, 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.

**4. Criminal Background Investigation**

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

**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 CDL 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 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



**POLICY #EEAEA - MANDATORY DRUG AND ALCOHOL TESTING**  
**PAGE TWO**

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 transportations 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:**

*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*

*49 C.F.R. § 40.1-40.13 (2001), Transportation Workplace Drug Testing Program*

*49 C.F.R. Part 391 (1995), Qualifications of Drivers*

*Appendix EEAEA-R*

**ADOPTED BY THE BOARD**  
**July 16, 2007**

**THE NORTHWOOD SCHOOL BOARD**  
**Jim Ryan, Chair**  
**Janabeth Reitter, Vice Chair**  
**Irene Simoneau**  
**Barbara Gendron**

**REVISED BY THE BOARD**  
**September 4, 2014**

**THE NORTHWOOD SCHOOL BOARD**  
**Scott Bulger, Chair**  
**Karen Brieger, Vice Chair**  
**Dave Ruth**  
**Tim Jandebaur**  
**Bill Mello**

**SCHOOL ADMINISTRATIVE UNIT #44  
Northwood School District  
Northwood, NH 03261**

**POLICY #EEAEC - STUDENT CONDUCT ON SCHOOL BUSES**

Students using District transportation must understand that they are under the jurisdiction of the school from the time they board the bus stop until they exit the bus stop.

Pupils transported in a school bus shall be under the authority of the School District and under control of the bus driver, a legal representative of the School Board. Continued disorderly conduct or persistent refusal to submit to the authority of the driver shall be sufficient reasons for a pupil to be denied the privilege of transportation in accordance with the regulations of the School Board.

The driver of the bus shall be held responsible for the orderly conduct of the pupils transported. Each driver has the support of the School Board in maintaining good conduct of the bus. **IF A STUDENT IS TO LOSE THE PRIVILEGE OF RIDING ON THE BUS, ADVANCE WARNING WILL BE GIVEN, EXCEPT FOR EXTREME MISCONDUCT.**

The Superintendent or his/her designee will develop rules and regulations for conduct on buses and these shall be printed in the Parent-Student Handbook.

**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 Principal. If the parent is not satisfied by the ruling of the Principal, he or she may appeal the ruling within five days to the Superintendent. If the parent is again not satisfied by the ruling, he or she may appeal to the Superintendent within the next five-day period. As a last appeal, the parent may request to appear before the School Board. Until the appeal is heard, or if the suspension of the pupil's right to ride the bus is upheld, it shall be the parent or guardian's responsibility to provide transportation to and from school for that pupil for the period of the suspension.

**Statutory References:**

*RSA189:6-9a*

*See appendix: JICC & EEA-R*

**ADOPTED BY THE BOARD  
May 20, 1999**

**THE NORTHWOOD SCHOOL BOARD  
Norm Dodge, Chair  
Robert Clark, Vice Chair  
Catherine McNally  
Grace Mattern  
Richard Levergood**

**REAFFIRMED BY THE BOARD  
August 21, 2014**

**THE NORTHWOOD SCHOOL BOARD  
Scott Bulger, Chair  
Karen Brieger, Vice Chair  
Dave Ruth  
Tim Jandebour  
Bill Mello**

**SCHOOL ADMINISTRATIVE UNIT #44**  
**Northwood School District**  
**Northwood, NH 03261**

**POLICY #EEAE - SCHOOL BUS SAFETY PROGRAM**

*See also ECAF, EEA, EEAEC, & JICC*

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.
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 drug and alcohol or other convictions and a criminal records check must also be completed.
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.

**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*

*Appendix JICC-R & EEA-R*

**ADOPTED BY THE BOARD**

**October 04, 1999**

**THE NORTHWOOD SCHOOL BOARD**

**Norm Dodge, Chair**

**Robert Clark, Vice Chair**

**Catherine McNally**

**Grace Mattern**

**Richard Levergood**

**REVISED BY THE BOARD**

**September 4, 2014**

**THE NORTHWOOD SCHOOL BOARD**

**Scott Bulger, Chair**

**Karen Brieger, Vice Chair**

**Dave Ruth**

**Tim Jandebeur**

**Bill Mello**

**SCHOOL ADMINISTRATIVE UNIT #44**  
**Nottingham School District**  
**Nottingham, NH 03290**

**POLICY #ECAF – AUDIO AND VIDEO SURVEILLANCE ON SCHOOL BUSES**

See also EEA, JICK, JRA

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.

The Superintendent is authorized to contact the District's attorney for a full legal opinion relative in the event of such an occurrence.

**Legal References:**

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

**ADOPTED BY THE BOARD**

**April 20, 2016**

**THE NOTTINGHAM SCHOOL BOARD**

**Susan Levenson, Chair**

**Jackie Snow, Vice Chair**

**Peter Perron**

**Lorraine Petrini Ferland**

**Roslyn K. Chavda, Ph.D.**

**SCHOOL ADMINISTRATIVE UNIT #44  
Nottingham School District  
Nottingham, NH 03290**

**POLICY #EEAEC - STUDENT CONDUCT ON SCHOOL BUSES**

*See also EEA & JICC*

Students using District transportation must understand that they are under the jurisdiction of the school from the time they board the bus stop until they exit the bus stop.

Pupils transported in a school bus shall be under the authority of the School District and under control of the bus driver, a legal representative of the School Board. Continued disorderly conduct or persistent refusal to submit to the authority of the driver shall be sufficient reasons for a pupil to be denied the privilege of transportation in accordance with the regulations of the School Board.

The driver of the bus shall be held responsible for the orderly conduct of the pupils transported. Each driver has the support of the School Board in maintaining good conduct of the bus. **IF A STUDENT IS TO LOSE THE PRIVILEGE OF RIDING ON THE BUS, ADVANCE WARNING WILL BE GIVEN, EXCEPT FOR EXTREME MISCONDUCT.**

The Superintendent or his/her designee will develop rules and regulations for conduct on buses and these shall be printed in the Parent-Student Handbook.

**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 SAU Superintendent/Business Administrator. If the parent is not satisfied by the ruling of the SAU Superintendent/Business Administrator, the parent may request to appear before the Nottingham School Board.

**Statutory References:**

*RSA189:6-9a*

*Appendix: JICC & EEA-R*

**ADOPTED BY THE BOARD  
January 19, 2005**

**THE NOTTINGHAM SCHOOL BOARD  
Phil English, Chair  
Judy Doughty, Vice Chair  
Hal Rafter  
Terry Bonser  
Bill Mundo**

**SCHOOL ADMINISTRATIVE UNIT #44**  
**Nottingham School District**  
**Nottingham, NH 03290**

**POLICY #EEA- ELEMENTARY STUDENT TRANSPORTATION SERVICES**

*See also EEA, EEAEC & JICC*

The District will provide pupil transportation services consistent with applicable law.

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.

**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**

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. Parents of children whose 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. The school Principal will have the authority to suspend the riding privileges of students failing to conform to bus rules and regulations. The Board must approve suspensions of riding privileges that continue beyond twenty (20) days.

**Resolution of Conflicts**

Parents who wish to request a change or exemption from any of the Student Transportation policies shall direct that request to the SAU Transportation Coordinator. If the SAU Transportation Coordinator's ruling does not satisfy the parent, he/she may appeal the ruling within five days to the Superintendent. If the parent is again not satisfied by the ruling, he/she may appeal to the Superintendent within the next five-day period. As a last appeal, the parent may request to appear before the Board's Transportation Committee.

**Bus Behavior Guidelines:**

For the safety of all concerned, the following rules will be observed while riding the bus:

1. Students will follow the driver's directions and will be respectful of the driver.
2. The bus will not wait for late students.
3. Students must take their seat, and remain seated until the bus reaches school or home.
4. Students must take their own bus. Students who wish to get off the bus for any reason, or wish to go somewhere other than their designated stop must have a statement signed by the parent/guardian to that effect. This statement must be presented to the school office. Bus transfers cannot be guaranteed.
5. Board and departing the bus should be done in an orderly fashion.
6. Students must keep their hands, arms, head, or any object inside the bus at all times.
7. Students must not throw anything or pass objects in or around the bus.
8. Students must not yell, shout, etc. on the bus. No profane or abusive language will be allowed.
9. No littering please.

**POLICY #EEA ELEMENTARY STUDENT TRANSPORTATION SERVICES**

**PAGE TWO**

10. Students must not possess smoking materials, alcohol or narcotics.
11. Students must not have any weapons, ammunition, or other dangerous devices.
12. Students will be courteous to other passengers and respectful of their belongings. No horseplay or fighting allowed.
13. The School Bus Company assumes no liability in connection with the loss of personal items.
14. Students will not deface or tamper with the bus.
15. No act or item, which may be deemed disruptive or dangerous to the general welfare of all, will be permitted.

**Consequences of Misbehavior:**

Students using the School District transportation must understand that they are under the jurisdiction of the school from the time they board the bus until they exit the bus. The bus driver will have the responsibility to maintain orderly behavior on school buses. For one time, minor infractions of the bus rules the bus drivers will issue a verbal warning. The driver in a written referral will report any consistent or serious infractions of bus rules to the administration. This document will be sent home. Students receiving three such referrals may be subject to a suspension from riding the bus (RSA 189:9A). Video cameras may be used on buses to support the bus driver's reports of unacceptable conduct. The Principal will have the authority, delegated by the Superintendent, to suspend the riding privileges of students who are disciplinary problems on the bus. Suspension from the school bus should not be construed as dismissal from school. Parents are expected to see that their children attend school, if not the child shall be marked truant. If a student is to lose the privilege of riding the bus, advanced warning will be given, except in cases of extreme misconduct.

**Legal References:**

- 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*

Appendix: EEA-R & JICC-R

**ADOPTED BY THE BOARD**  
**November 3, 1999**

**THE NOTTINGHAM SCHOOL BOARD**  
**Gail Blouin, Chair**  
**Peter Rowell**  
**Eleanor Russell**  
**Hal Rafter**  
**Christopher Albert**

**REVISED BY THE BOARD**  
**April 20, 2016**

**THE NOTTINGHAM SCHOOL BOARD**  
**Susan Levenson, Chair**  
**Jackie Snow, Vice Chair**  
**Peter Perron**  
**Lorraine Petrini Ferland**  
**Roslyn K. Chavda, Ph.D.**

**REVISED BY THE BOARD**  
**December 18, 2002**

**THE NOTTINGHAM SCHOOL BOARD**  
**Hal Rafter, Chair**  
**Gerry Lalonde, Vice Chair**  
**Gail Blouin**  
**Phil English**  
**Terry Bonser**

**REVISED BY THE BOARD**  
**October 19, 2016**

**THE NOTTINGHAM SCHOOL BOARD**  
**Susan Levenson, Chair**  
**Jackie Snow, Vice Chair**  
**Lorraine Petrini**  
**Roslyn K. Chavda, Ph.D.**  
**Christine Dabrieo**

**SCHOOL ADMINISTRATIVE UNIT #44**  
**Nottingham School District**  
**Nottingham, NH 03290**

**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 (Oct.-May) 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 safety regulations.
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 drug and alcohol or other convictions and a criminal records check must also be completed.

The bus company contracted by the District will comply with all state 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.

**Statutory Reference:**

*186:6a*

*Appendix: JICC-R & EEA-R*

**ADOPTED BY THE BOARD**

**November 3, 1999**

**THE NOTTINGHAM SCHOOL BOARD**

**Gail Blouin, Chair**

**Peter Rowell**

**Eleanor Russell**

**Hal Rafter**

**Christopher Albert**



**SCHOOL ADMINISTRATIVE UNIT #44  
Nottingham School District  
Nottingham, NH 03290**

**POLICY # EEAH - PUPILS NOT FOLLOWING ASSIGNED TRANSPORTATION**

Effective September 5, 1975, parents who have made arrangements for their child/children to be transported by someone other than the school district transporter temporarily, the school office must receive notification in writing from the parent so stating.

In the case of family separation, the parent who has custody of the child must be the one who gives the permission for dismissal or for using alternate transportation.

**REAFFIRMED BY THE BOARD  
October 5, 1977**

**THE NOTTINGHAM SCHOOL BOARD  
Mr. Richard McGowen, Chr.  
Mr. Richard Bengtson  
Mr. David Colby**

**REAFFIRMED BY THE BOARD  
April 1, 1991**

**THE NOTTINGHAM SCHOOL BOARD  
Edward Gauthier, Chairman  
William Kyle  
Gary Todd**

**SCHOOL ADMINISTRATIVE UNIT #44  
Strafford School District  
Strafford, NH 03884**

**POLICY #EEAEA - MANDATORY DRUG AND ALCOHOL TESTING**

In compliance with the United States Department of Transportation (49 CFR Part 40), employees of the Transportation Agency contracted with the Strafford School District performing a safety sensitive job or holding a CDL license will be required to submit to drug and alcohol tests in accordance with the Rules and Regulations promulgated by that department, as designated by the contract agreement between the Transportation Agency and the Strafford School District.

**Legal References:**

*49 Code of Federal Regulations 391.41 – 391.49*

*RSA 200:37, Medical Examination of School Bus Operators*

*Appendix: EEAEA-R*

**ADOPTED BY THE BOARD  
October 24, 2007**

**THE STRAFFORD BOARD  
Bruce Patrick, Chair  
Lynda Powers, Vice Chair  
Christine Bane  
Rebecca Doty  
Jason Grant**

**SCHOOL ADMINISTRATIVE UNIT #44**  
**Strafford School District**  
**Strafford, NH 03884**

**POLICY #EEAEC - STUDENT CONDUCT ON SCHOOL BUSES**

See also EEA & JICC

The Superintendent or his/her designee will develop rules and regulations for conduct on buses and these shall be printed in the Parent-Student Handbook.

Students using District transportation must understand that they are under the jurisdiction of the school from the time they step on the bus, until they exit the bus.

Pupils transported in a school bus shall be under the authority of the District and under control of the bus driver. Continued disorderly conduct or persistent refusal to submit to the authority of the driver shall be sufficient reasons for a pupil to be denied the privilege of transportation in accordance with the regulations of the Board.

The driver of the bus shall be held responsible for the orderly conduct of the pupils transported.

If a child attending Strafford School poses any disciplinary problem while riding the bus, the bus driver is to inform the principal and immediate supervisor. A SCHOOL BUS INCIDENT REPORT shall be completed by the bus driver and shall include all pertinent Information regarding the Infraction. The principal will notify parents of the Infraction and the disciplinary action taken. Multiple infractions will result in the denial of bus transportation privileges as outlined below.

The first suspension of riding privileges will be for three (3) days. The second suspension will be for five (5) days. Further Infractions will lead to a suspension of riding privileges up to 20 days. Flagrant violations that jeopardize the safety of students riding the bus as determined by the principal, in consultation with the bus driver and bus supervisor, will result in an automatic denial of bus privileges and referral to proper authorities. The parent or guardian of a student, who has been denied the right to ride a school bus for disciplinary reasons, has the right of appeal to the Assistant Superintendent of Schools within ten (10) days of the suspension.

If the parent is not satisfied by the ruling of the SAU Assistant Superintendent, he or she may appeal the ruling within five days to the Superintendent. If the parent is again not satisfied by the ruling, he or she may appeal to the Transportation Committee within the next five-day period. As a last appeal, the parent may request to appear before the School Board.

**Legal References:**

*RSA 189:9a, Pupils prohibited for Disciplinary Reasons*

*Appendix: JICC-R & EEA-R*

**AMENDED BY THE BOARD**  
**September 7, 1978**

**AMENDED BY THE BOARD**  
**April 22, 1985**

**POLICY #EEAEC - STUDENT CONDUCT ON SCHOOL BUSES**

**PAGE TWO**

**AMENDED AND READOPTED BY THE BOARD  
July 17, 1991**

**THE STRAFFORD SCHOOL BOARD  
Robyn Rowe, Chair  
George Kitz  
Bruce Patrick**

**REVISED BY THE BOARD  
December 23, 2015**

**THE STRAFFORD SCHOOL BOARD  
Brian Monahan, Chair  
Debbi Hinrichsen, Vice Chair  
Bruce Patrick  
Carol Lord  
Norm Finnegan**

**AMENDED BY THE BOARD  
August 28, 2002**

**STRAFFORD SCHOOL BOARD  
Bruce Patrick, Chair  
Mark Dolan, Vice Chair  
Jane Vachon  
Steve Leighton  
Joanne Piper-Lang**

**SCHOOL ADMINISTRATIVE UNIT #44  
Strafford School District  
Strafford, NH 03884**

**POLICY #EEAED - SURVEILLANCE CAMERAS ON SCHOOL BUSES**

The Strafford School District supports the installation and the use of surveillance cameras on its school buses for the purpose of maintaining discipline and safety. Operation of this equipment is the responsibility of the districts' contracted bus carrier in conjunction with school administration. All buses shall post a notice that audio and videotaping is used to monitor student behavior and for safety reasons. Notification of the use of surveillance cameras is provided to parents and students annually through district parent and student handbooks or by special notice.

Video and audio recordings on buses are reviewed by transportation and school officials only for the purpose of identifying individuals who violate school bus discipline and safety rules and for determining possible consequences. Any recording that also identifies the possible violation of public law may be turned over to local law enforcement agencies for appropriate action. All bus surveillance audio and video recordings are the property of the school district and will be erased or destroyed annually by school district officials.

**APPROVED BY THE BOARD  
December 12, 2001**

**THE STRAFFORD SCHOOL BOARD  
Joanne Piper-Lang, Chair  
Jane Vachon, Vice Chair  
Steve Leighton  
Bruce Patrick  
Mark Dolan**

**REVISED BY THE BOARD  
December 23, 2015**

**THE STRAFFORD SCHOOL BOARD  
Brian Monahan, Chair  
Debbi Hinrichsen, Vice Chair  
Bruce Patrick  
Carol Lord  
Norm Finnegan**

**SCHOOL ADMINISTRATIVE UNIT #44**  
**Strafford School District**  
**Strafford, NH 03884**

**POLICY #EEA – ELEMENTARY STUDENT TRANSPORTATION SERVICES**

*See also EEAE, EEAEC & JICC*

The District will provide pupil transportation services consistent with applicable law.

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.

**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**

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. Parents of children whose 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. The school Principal or designee will have the authority to suspend the riding privileges of students failing to conform to bus rules and regulations. The Board must approve suspensions of riding privileges that continue beyond twenty (20) days.

**Resolution of Conflicts**

Parents who wish to request a change or exemption from any of the Student Transportation policies shall direct that request to the Superintendent. If the Superintendent's ruling does not satisfy the parent, he/she may appeal the ruling within five days to the School Board.

**Legal References:**

*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*

*Appendix: EEA-R & JICC-R*

**POLICY #EEA – ELEMENTARY STUDENT TRANSPORTATION SERVICES**  
**PAGE TWO**

**ADOPTED BY THE BOARD**  
**November 9, 2016**

**THE STRAFFORD SCHOOL BOARD**  
**Brian Monahan, Chair**  
**Debbie Hinrichsen, Vice Chair**  
**Bruce Patrick**  
**Carol Lord**  
**Norm Finnegan**

**SCHOOL ADMINISTRATIVE UNIT #44  
Strafford School District  
Strafford, NH 03884**

**POLICY #EEAE - SCHOOL BUS SAFETY PROGRAM**

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.

The safety and welfare of student riders will be the first consideration in all matters pertaining to transportation. The contracted transportation company for the Strafford School District will ensure that:

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 (Oct.-May) 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.
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 drug and alcohol or other convictions and a criminal records check must also be completed.
5. The board authorizes use of video and 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 EEAA, Video and Audio Surveillance.

**Legal Reference:**

*20 U.S.C. §1232g, Family Educational Rights and Privacy Act  
RSA 189:6a, School Bus Safety  
RSA 200:40, Emergency Care*

*Appendix: JICC-R & EEA-R*

**ADOPTED BY THE BOARD  
October 24, 2007**

**THE STRAFFORD SCHOOL BOARD  
Bruce Patrick, Chair  
Lynda Powers, Vice Chair  
Christine Bane  
Rebecca Doty  
Jason Grant**

**REAFFIRMED BY THE BOARD  
October 14, 2015**

**THE STRAFFORD SCHOOL BOARD  
Brian Monahan, Chair  
Debbi Hinrichsen, Vice Chair  
Bruce Patrick  
Carol Lord  
Norm Finnegan**