

**BROOKLINE SCHOOL DISTRICT
HOLLIS SCHOOL DISTRICT
HOLLIS BROOKLINE COOPERATIVE SCHOOL DISTRICT**

TRANSPORTATION CONTRACT

Regular and Special Education

July 1, 2022 – June 30, 2027

This Contract made by and between Student Transportation of New Hampshire, dba Hollis Transportation, Inc., hereinafter referred to as the CARRIER; and the school districts that form School Administrative Unit #41 (SAU #41), organized, chartered and existing under and by virtue of the laws of the State of New Hampshire; hereinafter collectively referred to as DISTRICT, for the purpose of providing transportation for students within and to the DISTRICT.

1. Definitions

- a. "DISTRICT" shall mean, collectively, the school districts that make up SAU #41: Brookline School District, the Hollis School District, and the Hollis Brookline Cooperative School District.
- b. "CARRIER" refers to the transportation provider, Hollis Transportation, Inc.
- c. "OUT-OF-DISTRICT" shall mean any location where students must be transported outside of any schools/buildings in the Brookline School District, the Hollis School District and the Hollis-Brookline Cooperative School District.
- d. "BOARD" refers to the individual school board relevant to an issue.
- e. The contacts for the DISTRICT for this Contract shall be:
 - a. The Superintendent of Schools, or Designee
 - b. The Assistant Superintendent of Schools
 - c. The Director of Student Services
 - d. The DISTRICT Coordinators (for Special Activity needs)
 - e. The Business Administrator
 - f. The DISTRICT Athletic Coordinator
 - g. The Student Services Administrative Assistant

2. Basis of Contract

The CARRIER shall provide an adequate number of buses to transport students within each DISTRICT and to locations OUT-OF-DISTRICT in a safe manner that conforms to all applicable federal, state and local laws, ordinances and guidelines in accordance with the following:

a. Regular Education

- 1. **Regular Bus Routes:** Provide nineteen (19) 71+ passenger buses. Distribution of spare buses shall be at the discretion of the DISTRICT for regular transportation. The nineteen (19) regularly scheduled buses do approximately 38 runs each morning and afternoon for grades kindergarten (k) through twelve (12).

2. **Ball Hill Route:** There is one van used under the regular routes for pickup and drop off on Ball Hill Rd within the Brookline and Hollis Brookline Cooperative routes.
3. **Vocational Education Services:** Provide the appropriate vehicle to meet the needs required for the Vocational Education Services program. The DISTRICT reserves the right to discontinue this service in whole or in part based on the business needs of the DISTRICT. (See Appendix C1 for current bus schedule).
4. **Special Activities (including Athletics, Music/Band Activities, Field Trips and other Co-Curricular Activities):** Provide vehicles as needed based on schedules provided to the CARRIER in advance. Buses are scheduled for all away athletic events, music events as well as a variety of other co-curricular programs and field trips. Most of these trips are scheduled for after school; however, during school scheduling can occur.

b. Special Education

1. Provide transportation for the summer Extended School Year needs. The CARRIER will be notified in writing of the known and anticipated transportation needs as soon as possible but no later than June 19th of each year.
2. Provide transportation for the regular school year needs. Changes are to be expected based on enrollment changes per individual student needs. (See Appendix C2 for current bus schedule).
3. At the request of the DISTRICT, the CARRIER must provide a wheelchair accessible bus where needed. The price of this service for short-term needs will be negotiated with the Director of Student Services.

The DISTRICT reserves the right to change the start and end times of all required routes.

3. Term of Contract

The term of this Contract shall be for a period of five (5) years commencing on July 1, 2022 and ending on June 30, 2027.

4. Payment to CARRIER

- a. **Regular Bus Routes:** Payments for the Regular Bus Routes (as specified in Appendix A, Section A) shall be made to the CARRIER in ten (10) equal and automatic payments. The checks will be cut in the first check run of each month beginning in September and ending in June and mailed within five (5) days. The check run schedule will be sent to the CARRIER by July 15th of each year.
- b. **Vocational Education Services and Ball Hill Route:** Invoices for the previous month are due on the 20th of the month to be paid in the first check run of the following month and mailed within five (5) days. The check run schedule will be sent to the CARRIER by July 15th of each year. All invoices will be sent electronically to AP@SAU41.org. For example, services in September would be invoiced on Oct. 20 and paid in November.

Invoices for Vocational and Ball Hill routes will include a monthly spreadsheet (so we can manipulate the data for budgeting purposes) that will contain the Destination, Daily Mileage, Cost/mile, Driver's Hours, Driver's Rate, Total Cost/Day, # of days, Billed Cost, Dates Attended (AM), Dates Attended (PM). The cost for the Ball Hill routes will not exceed the annual total stated in Appendix A.

- c. **Special Activities:** Invoices for the previous month are due on the 20th of the month to be paid in the first check run of the following month and mailed within five (5) days. The check run schedule will be sent to the CARRIER by July 15th of each year. All invoices will be sent electronically to AP@SAU41.org.

Invoices for special activity trips will include a monthly spreadsheet (so we can manipulate the data for budgeting purposes) that will contain the Date, Purpose, Destination, Mileage, Cost/mile, Driver's Hours, Driver's Rate, Total Cost/Date.

- d. **Special Education:** Invoices for the previous month are due on the 20th of the month to be paid in the first check run of the following month and mailed within five (5) days. The check run schedule will be sent to the CARRIER by July 15th of each year. All invoices will be sent electronically to AP@SAU41.org.

Invoices for Special Education will include a monthly spreadsheet (so we can manipulate the data for budgeting purposes) that will contain the Destination, Student Name, Daily Mileage, Cost/mile, Driver's Hours, Driver's Rate, Total Cost/Day, # of days, Billed Cost, Dates Attended (AM), Dates Attended (PM). Special education invoices shall report the same mileage as recorded on the Medicaid logs.

It is understood that the Basic Contract rates are based upon a school year of one hundred seventy-eight (178) days for all schools in the DISTRICT. The DISTRICT reserves the right to reschedule school days or open school on a delayed basis or close school early with minimal notice because of weather or other emergencies. Should the DISTRICT extend the days of operation beyond what is listed above, the CARRIER shall be required to perform the additional transportation services, and the DISTRICT agrees to pay the CARRIER for each additional day at the per vehicle/per day rate specified in Appendix A. Conversely, if the DISTRICT should reduce the days of operation beyond what is listed above, the CARRIER shall adjust the amount paid at the per vehicle/per day rate specified in Appendix A.

5. Regular Transportation of School Children and Adults

The CARRIER agrees to provide the regular transportation of all school children, where required, for preschool students (age 3) through grade twelve (12), including special education students up to age 21 as needed, in the DISTRICT, to and from the schools maintained by those schools that comprise the DISTRICT and OUT-OF-DISTRICT locations as specified, and on the bus routes at the times and pick up points prescribed by those districts.

It will be the responsibility of the CARRIER to prepare all schedules, routes, and lists for transportation, subject to approval by each applicable Board. Changes in bus routes or time schedules will take place only when properly authorized by the affected individual district BOARDS, through the Superintendent of Schools. The CARRIER further agrees that if regular bus routes are altered or cancelled for any reason or cause, the payments provided for in Section 4a, 4b, 4c and 4d shall be reduced pro-rata.

On the third Monday after the beginning of each school year, the CARRIER agrees to supply to the Superintendent a report for each of the individual school districts forming the DISTRICT showing the number of students per route per bus and the route mileage for the regular school day routes.

6. Additional Buses for Breakdown

The CARRIER agrees to provide at least four (4) spare vehicles for regular education and one (1) spare

vehicle for special education of equal capacity and capabilities as the regular route buses, with an available driver, in the event that any vehicle in the fleet is inoperative for any reason, at no cost to the DISTRICT, and shall so locate said additional buses as to be prepared to reach any point of breakdown within sixty (60) minutes of such breakdown for regular and special education routes. The same applies to special activity transportation within the area of the Hollis, Brookline, Nashua, Milford, Amherst, Souhegan and Bedford locations. It is understood that areas outside of these locations may require more than sixty (60) minutes to respond.

7. Special Activities Transportation

In addition to the regular transportation of school students described in Section 2, three (3) buses, plus handicapped accessible buses as needed, will be available to the DISTRICT, at the option of the DISTRICT for the purpose of transportation to and from special activities, including athletics, music/band activities, field trips, and other co-curricular activities. The DISTRICT will provide a minimum 24-hour notice of such requirements to the CARRIER. The CARRIER shall reference the individual school district or school in the invoice for special activity trips at the rate specified in Appendix A. Payment for special activity trips will be made as described in Section 4c. The CARRIER has the responsibility to contact the DISTRICT Coordinator twenty-four (24) hours in advance of a scheduled activity in the event the CARRIER is unable to provide transportation. If that contact has not been made twenty-four (24) hours prior to a request and scheduled activity, the DISTRICT has the right to bill back the CARRIER for actual costs incurred for substitute transportation provided by the DISTRICT.

8. Record of Mileage and Fuel Slips

All fuel for vehicles under this Contract shall be purchased and supplied by the DISTRICT.

A complete report on total miles driven each month will be submitted electronically in a spreadsheet format by the CARRIER to the DISTRICT's Business Administrator on or before the fifth (5th) day of the succeeding month. Total mileage for all transportation may be recorded on the monthly report by providing the beginning odometer readings and the ending odometer readings for each vehicle. Each driver will keep a trip log where all special trips will be recorded. The starting and ending mileage, plus a brief description of the trip, must be recorded in the log. Copies of all trip logs shall be furnished to the DISTRICT upon request. Fuel slips for fuel purchased by the DISTRICT shall also be provided for each vehicle on or before the 5th day of each month.

All invoices will include the mileage for each trip as well as the driver's hours and resulting charges for the driver.

The CARRIER shall, as required by law, provide accurate mileage logs for all Medicaid billing and will send the logs directly to the DISTRICT. The CARRIER will invoice the DISTRICT for special education transportation with the same mileage as recorded on the Medicaid logs and will be paid in accordance with Section 4d.

9. Operating Requirements

The CARRIER shall conform to the following requirements:

- a. The CARRIER shall maintain a maintenance and dispatch terminal sufficient to service the needs of the buses and drivers. Although the terminal is not required to be located within the towns of Hollis or Brookline, the CARRIER must be able to demonstrate that the location of the terminal shall not jeopardize the timely delivery of services, or the ability of the CARRIER to respond promptly to

emergencies requiring the immediate dispatch of buses to a school(s) because of early closing due to an emergency. The maintenance facility shall comply with all EPA, local, state and federal regulations. Within thirty (30) calendar days of executing this Contract, the CARRIER shall provide either evidence of ownership of a transportation terminal, or a letter of intent to lease a facility from the owner for the initial term of the Contract with the DISTRICT. Within sixty (60) calendar days of executing this Contract, the CARRIER shall provide documents to prove ownership or rights of lease for a location for the contracted period.

- b. When traveling on school grounds, buses shall follow the traffic patterns established by the DISTRICT.
- c. An annual review of routes and vehicles shall be conducted by the CARRIER and Superintendent, and/or the Director of Student Services, and/or a designee to evaluate the supervision/safe operation of the buses and route efficiency. The CARRIER will make changes to the routes and vehicles as a result of the findings of the annual review. The CARRIER shall cooperate with additional reviews upon the request of the respective districts as needed.
- d. The CARRIER will maintain routes and time schedules as set forth above and will give prompt notice to the Superintendent or their designee if any difficulty develops. Changes in the bus routes or time schedules will be made only when properly authorized by the Superintendent or their designee.
- e. The CARRIER shall prepare a bus transportation schedule including routes, scheduling and student pickup lists. The CARRIER shall use "Edu-Log" or another such computerized routing system acceptable to the Business Administrator to develop the bus routes and stops. Proof of proper licensing of such software shall be provided to the Business Administrator upon request. This software/system must be installed and maintained at the base station with periodic updates occurring every 2-3 years. All routes must be on this system. The CARRIER shall provide a person(s) available to the DISTRICT to design, modify and update routes using the route optimizing software on an annual basis and/or as requested. The Superintendent or designee reserves the right to change routes in order to meet student needs.
- f. Further, in response to recent legislation (NH HB1612), the CARRIER will supply to the DISTRICT at the time of the bid, the name, age and date of last update of the scheduling software used to create bus routes, including hosting information if applicable (e.g. software is installed on a company owned server or is cloud-based). The CARRIER will also include a privacy statement regarding their use of student data. If the scheduling software is cloud-based, the privacy statement from the hosting company will need to be submitted as well.
- g. The CARRIER will supply to the DISTRICT at the time of contract signing, a statement detailing the security measures the CARRIER will take to ensure student privacy and submit a plan in the event of a data or security breach. Also, at this time, the CARRIER will supply the plans in place regarding backups for scheduling data.
- h. The CARRIER will supply in electronic form (either Microsoft Word or PDF) bus routes indicating stops and times for each bus both AM and PM to the Director of Technology. The routes will be published by the DISTRICT on both the DISTRICT'S website and in the local newspaper and are to be received no later than 15 business days before the official first day of school. The submission should look like the following:

Hollis COOP	
Hollis COOP Rte #1 AM & PM Leaves @ 6:41 2 Pine Hill Rd 26 Pine Hill Rd 28 Pine Hill Rd 80 Pine Hill Rd 113 Pine Hill Rd Hills Farm Rd 186 Pine Hill Rd Nartoff Rd 11 Howe Rd	Hollis COOP Rte #2 AM Leave Time 6:41 AM 331 Silver Lake Rd 420 Silver Lake Rd 447/436 Silver Lake Rd 67 Laurel Hill Rd 59 Laurel Hill Rd Fox Den Shedd Lane 40 Hayden Rd Mill Rd

Brookline Elementary	
B-1 AM Elementary Leave @ 7:34 129 Rte 13 17 N Mason Rd 6 Ames Rd Withee Dr Ames Rd/Hutchinson Hill Rd Ben Farnsworth/ N. Mason Rd 35 N Mason Rd Countryside Dr @ the dead end ...	B-1 PM Brookline Elementary 1 Meetinghouse Hill Rd Springvale Ave/Meetinghouse Hill Rd 129 Rte 13 Rock Raymond/Quimby Rd 15 Quimby Rd 17 N Mason Rd 35 N Mason Rd 6 Ames Rd ...

- i. The CARRIER will also supply a list of all students and their bus numbers (both am and pm routes) in a comma delimited .csv or tab delimited .txt file 2 business days before the first official day of school and on December 1st, February 1st, and April 1st to the Director of Technology. If bus routes are changed due to driver or vehicle shortages, the file will be supplied again at the DISTRICT’S request. The format to be supplied is as follows:

j.

A	B	C	D	E	F	G
Student Number	First	Last	Street	City	Bus # AM	Bus # PM
25814	Richard	Raymond	4 Lund Lane	Hollis	5	5
25924	Carol	Tyler	24 Cavalier Court	Hollis	4	4

- k. The DISTRICT will notify the CARRIER no later than July 1st of each year regarding the number of buses that the CARRIER must provide at the opening of the upcoming school year. With written notice, the DISTRICT may increase or decrease the number of buses required for a school year after the commencement of that year. Charges for increases or decreases in the number of buses under contract will be adjusted based on the “Cost per day per bus” in effect at the time. The CARRIER shall notify the respective district(s) within five (5) business days regarding fulfillment of these requests.
- l. The CARRIER shall not under any circumstances combine bus routes without the permission of the Superintendent of Schools, or Designee. The DISTRICT reserves the right to make changes in bus routes, scheduling, bus stops, and student pick-up lists when such changes are in the best interest of the DISTRICT and its students. Any such changes must be properly authorized by the Superintendent or Designee.
- m. The CARRIER agrees to conduct bus evacuation drills for all students twice per school year. Such drills shall be scheduled by the CARRIER, with prior approval by the school principal and be conducted at times that will not conflict with regular route operations. The CARRIER shall provide all drivers with specific training in bus evacuation procedures.
- n. The CARRIER shall provide quality training in school bus driving and safety for each of its drivers in accordance with state regulations. The CARRIER must maintain current and accurate records

documenting the training of each driver. Said records shall be available for inspection upon request by the DISTRICT. In addition, the DISTRICT reserves the right to require the CARRIER'S drivers to participate in additional training, at the CARRIER's expense, including but not limited to sexual harassment prevention.

- o. The DISTRICT reserves the unilateral right to prohibit a driver whom it determines is unsuitable, for any reason, from providing further services under this Contract. The DISTRICT agrees to consult with the CARRIER prior to prohibiting a driver from providing services under this Contract and will document that decision to the CARRIER in writing.
- p. On an annual basis at the beginning of the year (due by 7/1/XX), the CARRIER will provide, to the Business Administrator, a complete listing of all compensation and benefits packages offered to the CARRIER's staff for the coming school year. Further, at the end of each year of the contract (6/30/XX), the CARRIER will provide documentation of the various methods, with dates, used to recruit drivers.
- q. The hourly rate shall be determined and invoiced from the time a bus leaves the terminal until that bus returns to the terminal with no other deviations in route unless specified by the DISTRICT.
- r. The DISTRICT reserves the right to contract out transportation services to other carriers in specific instances when there may be unique circumstances in providing transportation for special education students, when a lack of available buses or drivers limits the ability of the CARRIER to meet DISTRICT daily requirements or requests for field trips/athletic events, or when a coach bus is requested for a specific trip.
- s. The CARRIER shall make provisions for an operations manager and a dispatcher who shall be assigned to and stationed at the CARRIER'S operating facility. The CARRIER will ensure that immediate communication is provided if needed while the buses are operating and will also be available for emergency communications on an on-call basis. CARRIER'S operation manager shall be satisfactory to the DISTRICT, and, in the event of the departure of a manager previously approved by the DISTRICT, the DISTRICT shall have the right to participate in the interview and selection process of the replacement manager, as well as continuing right of approval.
- t. For regularly scheduled daily bus routes, if the CARRIER is, for any reason, unable to furnish transportation in conformance with this Contract, the Superintendent of Schools, or Designee, is authorized to hire a substitute bus or buses providing that they comply in all other respects with the safety requirements of this Contract for such time as necessary, the total cost of which shall be borne by the CARRIER. If no substitute bus service is arranged, a pro-rata deduction equal to two times (2X) the pro-rata value shall be made to the contract price after the third occurrence/month.
- u. In the case of bus breakdowns, motor vehicle accidents, or any other incidents or circumstances which affect the students and/or interfere with, disrupt or delay the strict and timely performance of the CARRIER'S obligations under this Contract, the CARRIER shall communicate immediately by telephone and/or two-way radio to the principal(s) of the school or schools involved, the Superintendent of Schools, or Designee, and the local police department the nature of the problem and the exact location of the vehicle involved. A detailed written report, describing the events and circumstances of any vehicular accident shall be delivered to the Superintendent of Schools, or Designee, no later than the close of business of the day following the day of such accident.
- v. The CARRIER shall ensure that all staff that has contact with the public, either in person or via phone,

are trained in proper customer service protocols. The CARRIER will further ensure that communication by any staff member with parents, to include the dispatcher, manager or owner shall be limited to conversations about drop offs, pick-ups and cancellations. All other topics or concerns must be referred to and handled by the Superintendent or his/her designee.

- w. The CARRIER will maintain routes and time schedules as set forth above and will give prompt notice to the Superintendent or their designee if any difficulty develops. Changes in the bus routes or time schedules will be made only when properly authorized by the Superintendent or their designee.
- x. A representative of the CARRIER is required to attend the quarterly Emergency Management Team meeting to be part of plans and discussions surrounding evacuating students during a crisis.

10. Additional Requirements for Special Education

- a. **Monitors:** The CARRIER shall allow the DISTRICT to provide DISTRICT employed monitors to ride in vehicles at DISTRICT discretion. The CARRIER, in such cases, also agrees to pick up such DISTRICT employed monitors at the respective DISTRICT school, prior to and after student transporting.
- b. **Service Provision Requirements:** It is understood that needs of the DISTRICT for Special Education Transportation will change frequently and CARRIER needs to provide a process and itemizations that will include, but not be limited to: changes in cost structure based on increase and/or reduction in requirements, time requirements to fulfill transportation requirements, temporary transportation provisions. The DISTRICT shall attempt to provide an indication of perceived requirements by August 15th preceding the regular school year contracted or by June 19th preceding the summer period with changes to be expected based on enrollment changes per individual student needs.

In the event the CARRIER is not able to fulfill a special education request, the CARRIER will: (1) immediately notify the Director of Student Services or the designee; (2) immediately solicit other carriers to fulfill said request; (3) report all solicitations/responses to DISTRICT; (4) allow an available carrier to provide said transportation and (5) allow the school DISTRICT to utilize an alternative carrier if the DISTRICT secures one first.

If the DISTRICT has an opportunity with another non-SAU 41 school district to cost share transportation of a common transportation route and/or destination, the CARRIER agrees to either: (1) transport a non-SAU 41 district's student(s) and/or (2) allow the non-SAU 41 district's carrier to transport the SAU 41 student(s). The alternatives described in this section will be at the discretion of the respective SAU 41 DISTRICT. Finally, if the said SAU 41 DISTRICT requests the CARRIER to transport a non-SAU 41 student(s), the CARRIER agrees to accommodate the transfer of such students within a reasonable diversion from the transportation route, as determined by the DISTRICT.

In addition, if the DISTRICT has an opportunity to find better single rate transportation for out-of-district student(s) the CARRIER agrees to allow the DISTRICT to proceed with that alternative.

- c. The CARRIER, based on direction from the Director of Student Services, will increase or decrease the number of vehicles used based on the needs of the students.
- d. The school day for special education students is the same as an instructional day for regular education students and the CARRIER must honor these start and end times. These times can be adjusted based on direction from the Director of Student Services.

- e. The DISTRICT will not be billed for student absences for which twenty-four-hour notice is given to the CARRIER. For absences with less than twenty-four-hour notice, the CARRIER will bill the DISTRICT only for the driver's wages; mileage will not be billed.
- f. All drivers must sign the attached confidentiality statement (Appendix D) and the attached statement acknowledging that they have received and read the DISTRICT'S policy on child restraint (JKAA) and agree to comply with the documentation requirements (Appendix E).
- g. Special Safety Equipment: At the expense of the CARRIER, the CARRIER shall equip all vehicles used for transportation with applicable safety equipment as required per local, state, and federal laws and/or as required or necessitated for specific cases, including but not limited to childcare seats and/or 5-point harnesses. The Superintendent and/or the Director of Student Services shall provide documentation itemizing special requirements where necessitated.
- h. By law, the CARRIER will provide accurate mileage logs for all Medicaid billing and will send the logs directly to the DISTRICT. The CARRIER will invoice the DISTRICT with the same mileage as recorded on the Medicaid logs.
- i. The CARRIER is always expected to have at least one additional wheelchair accessible van , beyond the known needs of the DISTRICT, to accommodate emergency breakdowns and/or unexpected additional students.

11. Vehicle Requirements

The CARRIER agrees to provide the number of school buses specified herein. All vehicles must be approved by State of New Hampshire Motor Vehicle Department and meet all standards for school buses as established by the State of New Hampshire statutory references: RSA 189:6, RSA 189:9 and RSA 189:9a.

Vehicles/Buses must conform to the following list of requirements:

- a. For the base year of the Contract, the DISTRICT anticipates needing nineteen (19) full size seventy-one (71) passenger or larger buses with each seat fitting three (3) thirteen (13) inch spaces for regular education; approximately five (5) buses for vocational education based on the schedule in Appendix C1; and a sufficient number of buses to cover the special education needs as indicated on Appendix C2, subject to enrollment changes. The DISTRICT requires a minimum of two (2) wheelchair/handicapped accessible vans – one (1) in the regular fleet and one (1) as an emergency spare. Buses for all special activities shall be provided based on the needs of each event.
- b. Emergency Spares. In addition to the regular fleet, the CARRIER shall provide a minimum of four (4) full size buses for regular education, a minimum of one (1) bus for special education and a minimum of one (1) wheelchair/handicapped accessible van as emergency spares. All vehicles, including the spares, shall be kept in good repair and in working order daily.
- c. All vehicles provided by the CARRIER shall comply in every respect with all state and federal laws, regulations provided by the NH Department of Safety, the I.C.C., and the Department of Transportation, as well as local regulations and ordinances applicable and pertaining to the transportation of students in effect at the commencement of the contract period and promulgated

during the life of the contract period. The DISTRICT reserves the right to conduct unannounced inspections, by a person or persons it deems qualified, of the CARRIER'S equipment at any time during the life of this Contract. The DISTRICT reserves the right to reject at any time during the life of the Contract any bus offered for service under this Contract, which the DISTRICT, or its Designee, deems to be unsafe, unfit, and/or not in compliance with the stipulations of this Contract. In such an event, said bus shall be replaced immediately and shall not be returned into service without the specific review and approval of the DISTRICT.

- d. The CARRIER shall provide a schedule or demonstrate a regular upgrade and replacement policy to phase out older/unsuitable vehicles. By the end of the second year of this Contract, the age of any vehicle, bus chassis, motor or bus body provided hereunder shall be no greater than ten (10) years, based on the manufacturer's year of manufacture. This can be negotiated with the Superintendent based on the mileage of certain buses. Records of age, mileage and condition will be maintained by the CARRIER and available to the DISTRICT on demand.
- e. Capacity of buses for daily regular education student transportation on regular routes will be no less than seventy-one (71) passengers. An exception to the size of a bus may be made by mutual agreement, including the addition of wheel-chair capacity to a bus generally sized for a minimum of seventy-one (71) passengers.
- f. Each bus under contract for daily transportation of students must bear "Hollis Brookline Schools" on both sides in letters approximately six (6) inches in height. Each bus shall be clearly labeled by a CARRIER'S fleet identification number approximately four (4) inches in height on each side and on the rear of each bus in a conspicuous location. Each bus shall display the number of the route that it is operating in a conspicuous location.
- g. All buses shall be used solely for transporting assigned students during the entire year. The buses shall not be used at any time for any other purpose without the approval of the Superintendent of Schools, or Designee.
- h. All vehicles shall be equipped with two-way radio communication equipment having sufficient capacity for communication between each bus and the CARRIER'S dispatch terminal.
- i. The CARRIER shall install digital video cameras with audio capabilities (audio will be expected once State law allows) for buses at the CARRIER'S expense. Video recordings shall be considered the property of the DISTRICT and will be available for thirty (30) days to the DISTRICT upon request. Each camera shall be checked before the first trip of the day to verify that date and time settings are correct.
- j. All buses must be inspected daily. Daily inspection will include but not be limited to brakes, lights, tires, radiators, oil, gas, heaters, and all safety appliances and accessories. Records of such inspections shall be maintained by the CARRIER and made available to the DISTRICT on demand.
- k. A regular schedule for servicing all vehicles shall be maintained and shall include, but not be limited to oil, grease, tires, battery, brakes, and all safety appliances and accessories. Records of maintenance activities shall be maintained by the CARRIER and made available to the DISTRICT on demand.
- l. Snow tires or all-weather treads shall be required on all buses during the winter months (October - April). Chains may be provided at the discretion of the CARRIER. Retread tires may only be used on the rear wheels of buses.

- m. No bus shall transport students in excess of its rated capacity, as set forth by state and federal regulations and DISTRICT policy.

12. Driver Requirements

All drivers that operate buses under this Contract for the DISTRICT must conform to the following list of requirements, in addition to all applicable federal and NH Department of Safety regulations and guidelines:

- a. All bus drivers must have the type of driver's license that is appropriate to the vehicle they drive as required by state and federal regulations.
- b. All bus drivers shall meet minimum age requirements consistent with state and federal regulations.
- c. The CARRIER shall maintain drug-screening protocols, and conduct criminal record checks on all drivers, and maintain employment records of these activities as required by state and federal regulations. The CARRIER must follow the State law for submitting a criminal record request with fingerprints on a driver prior to the driver beginning employment. The CARRIER will be solely responsible for the submission and cost of criminal record checks and will work with the SAU on the submission of all criminal record checks. No individual who is identified with a felony record may be employed as a bus driver or monitor with the CARRIER.
- d. Bus drivers shall undergo a physical examination as required by federal regulations and the State of New Hampshire as specified in RSA 200:37.
- e. Bus drivers may not use any tobacco or alcohol products or illegal substances while on the bus or while on DISTRICT property. No driver shall eat or drink any beverage while students are on the bus. In addition, no driver shall use a cell phone for calling or texting while driving.
- f. The CARRIER shall be required to maintain and furnish the following information on each driver to the DISTRICT on request:
 - 1. Name of driver
 - 2. Residence address
 - 3. Telephone number
 - 4. Certificate of physical examination
 - 5. Record of previous driving experience
 - 6. Date and number of current commercial driver's license/school bus certificate
 - 7. Bus and route assignments
 - 8. Evidence of satisfactory references
 - 9. Proof of background check through appropriate law enforcement agencies as defined in RSA 89:13-a
 - 10. Signed Confidentiality Statement (Appendix D)
 - 11. Signed statement that they have received and read DISTRICT policy JKAA on child restraint and acknowledge that they will comply with the policy to include the documentation requirements (Appendix E)
 - 12. Record of ALL training
- g. All bus drivers shall be of good health, reputable character, and exhibit an ability to work cooperatively

with students and members of the public.

- h. All bus drivers shall enforce reasonable rules of behavior as required by the DISTRICT and the CARRIER. Operators shall report in writing to the DISTRICT, on a form provided by the DISTRICT, the names and offenses of students who fail to abide by the expected rules of behavior on the bus.
- i. No driver shall allow students to leave the bus except at scheduled stops unless authorized by the DISTRICT. Bus drivers shall assure that no out-of-district student(s) will be allowed to leave the bus without definitive assurance that a receiving adult is visually present, including at the student's residential destinations.
- j. Drivers are always to remain on the bus when students are on board except as relieved by an authorized adult, as specified by the CARRIER and approved by the DISTRICT.
- k. No adults other than those authorized shall be allowed on the bus at any time.
- l. Drivers shall make certain that all students are seated, and the aisle is clear before moving the bus at each bus stop.
- m. Drivers do not have the authority to refuse transportation to any eligible student, nor does a driver have the authority to remove a student from the bus.
- n. All drivers shall practice drive their route two (2) times in the week preceding the start of school of each contract year only if significant changes to the route have been made. At the request of the DISTRICT, the CARRIER shall schedule buses that transport kindergarten and first grade students to pick up and drop off such students on the day before the beginning of school. The students shall be picked up at their scheduled bus stop; travel to the school; disembark; reenter the bus and be taken back to the original bus pickup locations. During this practice run, parents shall be given the opportunity to accompany kindergarten and/or first graders on the bus. During the school year, any new driver to a specific route will practice drive a route two (2) times within the preceding week before they are allowed to transport students on that route if such a driver change is foreseen more than twenty-four (24) hours in advance of such a driver change. All driver changes (other than day-to-day substitutes) will be documented in writing by the CARRIER stating at what time the CARRIER was notified of the necessity for a driver change.
- o. In the event a driver's behavior or qualifications do not meet the standards set forth herein, the Superintendent or Designee shall notify the CARRIER in writing. The CARRIER shall have five (5) days in which to correct the deficiency or find a replacement driver. The CARRIER shall replace the driver upon receipt of second written notice. The DISTRICT maintains the right to request an immediate removal of a driver in the event of an emergency as deemed by the Superintendent or authorized DISTRICT representative.
- p. The CARRIER, its employees, drivers, and agents shall be independent contractors under this Contract. Nothing in this Contract is intended to indicate that the drivers are employees of the DISTRICT or otherwise subject to their direction and control as employees.
- q. Drivers will be made available, as needed, to review specific student needs and will comply in full with DISTRICT directives, including but not limited to: noise levels, sequence of student transfers,

management interventions of student behaviors, training, incident documenting and reporting, etc.

- r. All drivers are subject to the policies of the DISTRICT. The DISTRICT will make the CARRIER aware of any policy changes that may affect its bus drivers.
- s. The CARRIER will actively pursue cross-rostering of drivers and will document (to include the date) each time a request has been made to use a driver from another company/source. The documentation will be available to the DISTRICT upon request.

13. Insurance

The CARRIER shall maintain such insurance as will protect it and hold the DISTRICT harmless from any claims for property damage or for personal injuries, including death, which may arise from or out of CARRIER'S operations under this contract. Such coverage shall name the DISTRICT as additional insured and be obtained from a company or companies licensed or authorized to do business in the State of New Hampshire. The insurance coverage must comply with New Hampshire law, presently Title 21 Chapter 264.

The amount of insurance coverage carried by the CARRIER for the term of this Contract shall be general liability coverage in an amount of not less than \$5,000,000 and commercial vehicle liability coverage for bodily injury and property damage in an amount of not less than \$5,000,000 combined single limit, and worker's compensation coverage as required by federal and state statute. Certificates of insurance naming "Hollis Brookline Cooperative School District/School Administrative Unit #41" as additional insured must be filed with the Business Administrator prior to the start of this Contract, and not later than July 1st of each contract year. The CARRIER shall provide not less than thirty (30) days prior notice of insurance cancellation or material change in coverage.

14. Indemnification of DISTRICTS

The CARRIER shall indemnify and hold harmless the DISTRICT, individually and collectively, and their/its BOARD, officers, agents, and employees, against and from all liabilities, obligations, damages, costs, expenses (including reasonable attorney fees and court costs), causes of action, claims or judgments, which may be imposed upon or incurred by or asserted against the DISTRICT by reason of any of the following, occurring during the term of this Contract and any extensions thereto and arising out of or attributable to the operations of CARRIER in its performance of this Contract:

- a. Any act or omission relating to CARRIER'S activities.
- b. Any negligence on the part of the CARRIER, or any of its agents, CARRIER'S servants, employees, passengers, licensees or invitees.
- c. Any accident, injury, or damage to any person or property arising out of CARRIER'S operations.
- d. Any failure on the part of the CARRIER to perform or comply with any of the terms or conditions contained in this contract and incumbent on CARRIER pursuant to the terms of this contract.

The indemnity of the CARRIER to the DISTRICT herein contained shall be an indemnity against liability and not merely an indemnity against loss. CARRIER covenants and agrees that in case the DISTRICT, without fault on their part, shall be made a party to any litigation commenced by or against CARRIER; the CARRIER shall and will pay all cost and expenses, including attorney's fees incurred by the DISTRICT in enforcing any of the terms of this Contract. However, CARRIER shall not indemnify, defend, or hold harmless the DISTRICT to the extent of any claims, damages, or expenses arising directly from the willful, wanton, or negligent acts or omissions of the DISTRICT, their BOARD, officers, agents, or employees.

15. Delegation of Authority

The DISTRICT hereby delegate to the CARRIER the necessary authority to supervise and to control students on the buses operated by CARRIER while they are en route subject to and pursuant to such rules as are adopted by the DISTRICT, but such authorization shall not include the right to administer corporal punishment, nor the right to eject any student offender under circumstances that may or are likely to result in injury or danger to the student offender. The CARRIER also agrees to comply in full with the DISTRICT'S directives as outlined in Section 11q of this contract.

16. Responsibility for Students

Except as noted above, the CARRIER shall be fully responsible for the care and supervision of students during their period of transportation. The transportation of a student shall be deemed to have begun when such student boards the school bus and shall be deemed to have ended when the student has completely exited from the bus at a designated bus stop or other destination.

17. Damage to Buses

Payment for damages to the buses from malicious mischief shall be the responsibility of the student and /or his/her parents or guardians. The DISTRICT shall not be responsible for such damages. The DISTRICT will make every reasonable effort to assist the CARRIER to hold the student and his/her parents or guardians responsible for such damages.

18. Parking of Buses

The CARRIER may house its buses on DISTRICT property as permitted by the DISTRICT during non-use hours without any responsibility or liability to the DISTRICT.

19. Inspection of Buses

The DISTRICT reserves the right to inspect the CARRIER'S school buses by a designated party of their choice at any time they see fit and at their expense. Any defects, which may affect the safety of the students, and other passengers, which are noted by these inspections, are to be repaired forthwith by the CARRIER or it shall remove said buses from service and replace them with equipment that shall pass inspection by a disinterested party, with the cost of such inspection to be borne by the CARRIER.

Notwithstanding the right to inspect, the DISTRICT assumes no responsibility for the discovery and elimination of hazards or defects that could possibly cause accidents, injury or damage and assumes no liability for failure to discover or eliminate such hazards or defects. Furthermore, compliance with any submitted repair recommendation in no way guarantees the fulfillment of the CARRIER'S obligations as may be required by this contract or any local, state or federal laws.

20. Forum

The Superintendent shall initiate and schedule a forum for dialogue between the CARRIER, the school administrators and the Director of Student Services as needed throughout the year. Members of the BOARDS of the districts will be invited to attend these meetings.

21. Choice of Law; Arbitration

This Contract shall be governed by, interpreted, and enforced in accordance with the laws of the State of New Hampshire.

All disputes between the parties regarding the construction of, performance of, or alleged breach of any provision of this Contract, or the rights or obligations set forth herein, which cannot be settled by way of amicable agreement, shall be submitted to and resolved by binding arbitration in the State of New Hampshire before a single arbitrator, to be administered by the American Arbitration Association, under its rules governing the arbitration of commercial disputes. The parties will attempt to mutually agree on the selection of an arbitrator. In the event that the parties cannot agree on an arbitrator, the AAA will select the arbitrator. The parties will split the administration expenses incurred by AAA in connection with the arbitration. The parties will bear their own costs (including their own attorney's fees and related expenses) for pursuing and proceeding through arbitration.

22. Assignment of Sublease

The CARRIER shall not sublet or assign its rights and obligations under this Contract, in whole or in part, without the prior written approval of the DISTRICT.

23. Non-appropriation of Funds

Regardless of the term of this Contract, in the event that sufficient funds are not appropriated for school transportation services in any fiscal year, the DISTRICT may terminate this Contract, without further cost or expense, by written notice within thirty (30) days of adoption of the DISTRICT budget for the fiscal year in question, and the Contract shall be terminated effective immediately or at the end of the period for which funds have been appropriated.

24. Performance Bond

Within two weeks of the signing of this Contract, and then annually no later than July 1st, the CARRIER shall furnish to the DISTRICT a performance bond or a written guarantee from a bank in the form of a letter or credit securing satisfactory performance of the obligations of the CARRIER under this Contract. The letter of credit or performance bond shall be in an amount not less than 25% of the annual value of services provided and shall be in a form acceptable to the DISTRICT. A letter of credit or performance bond shall be in effect throughout the duration of the contract and shall be provided at no additional cost to the DISTRICT.

25. Unsatisfactory Performance

Regardless of the term of this Contract, this Contract may be terminated by the DISTRICT, without further cost or expense, for unsatisfactory performance or material breach of CARRIER's obligations under this Contract. In such case, the DISTRICT shall give written notice to the CARRIER citing the unsatisfactory performance or material breach, giving the CARRIER thirty (30) school days to improve its performance or cure the breach to the satisfaction of the DISTRICT. If the performance of the CARRIER does not improve to the satisfaction of the DISTRICT or the breach remains uncured, the DISTRICT may immediately terminate this Contract. This section does NOT apply to safety concerns, which are addressed in Section 10. Said safety concerns shall be addressed immediately by the CARRIER to the satisfaction of the DISTRICT in accordance with said section.

In the event of a contractual termination, the DISTRICT reserves the following options:

- a. The DISTRICT may employ another carrier to complete the terms of this Contract. The original CARRIER shall be responsible for any extra or additional expense or damages suffered by the DISTRICT.
- b. The DISTRICT may assume temporary but direct control of all buses, facilities, staff and all related

materials, equipment or ancillary items related to the transportation of students provided under the terms of this contract until a successor carrier is able to provide comparable transportation services.

Under either option, the CARRIER shall be required to indemnify the DISTRICT for any loss the DISTRICT sustains arising out of the lack of performance of this Contract by the CARRIER.

26. Contract Default

The DISTRICT shall have the right to declare the CARRIER in default (and not provide arbitration) of this contract and cancel the contract if any of the following conditions occurs:

- a. The CARRIER becomes insolvent
- b. The CARRIER sells or transfers ownership of the business utilized to obtain this Contract
- c. The CARRIER makes an assignment for the benefit of creditors
- d. A voluntary or involuntary petition of bankruptcy is filed by or against the CARRIER
- e. The CARRIER cannot furnish required insurance coverage

If the CARRIER is declared in default, or in the event the CARRIER forecloses for any reason, the DISTRICT shall have the right to exercise the options set forth in Section 25 above.

27. Right to Terminate

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

28. Additional Understanding

- a. This Contract may be amended only by a written instrument signed by both parties.
- b. The designated representative of the DISTRICTS, until further notice, shall be the Superintendent of SAU #41.
- c. Issues which are not involved in arbitration and which cannot be resolved by the DISTRICT'S representatives and the CARRIER shall be referred to the Superintendent, who will recommend action, which shall be subject to ratification by the BOARD(S) of the district(s) affected by such issues.
- d. The CARRIER understands that if student numbers do not warrant the continuation of any route for the towns, the CARRIER will pass on the savings to the DISTRICT.
- e. The individual school districts have joined in this Contract for the purpose of meeting their individual responsibilities in a collective manner. However, each school district recognizes the continuing responsibility for their students.
- f. Nothing in this Contract is intended to create a partnership or joint venture between the DISTRICT and CARRIER. Neither the DISTRICT nor the CARRIER shall be responsible for the acts, omissions or obligations of the other except as set forth herein.
- g. This Contract, including Appendices A-E, contains the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written.
- h. This Contract may be executed in parts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.


29. Force Majeure

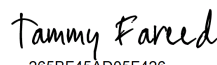
The Contractor shall be excused from performance and shall not be deemed to be in breach of this agreement during the time hereunder and to the extent that is prevented from performing in the customary manner for any failure or delay in rendering performance due to causes beyond the parties' reasonable control. Such causes may include without limitation including public emergencies, floods and fires, strikes embargoes, terrorist attacks, epidemics, pandemics or similar Acts of God. In the event of such an Act of God the District and the Contractor agree to negotiate amendment to the agreement to ensure that the Contractor's costs to maintain its readiness at the conclusion of any Act of God are supported by the District.


30. Acknowledgement of Arbitration


It is understood that this Contract contains an agreement to arbitrate disputes. It is understood that the parties will not be able to bring a lawsuit concerning any dispute that may arise, unless it involves a question of constitutional or civil rights. Instead, it is agreed to submit any such dispute pursuant to paragraph 21.

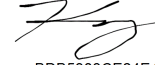
Dated this 15th day of November, 2021.

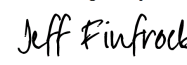
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Tammy Fareed, Chair
Hollis School Board

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Krista Whalen, Chair
SAU 41 Governing Board

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Holly Deurloo-Babcock, Chair
Hollis Brookline Cooperative School Board

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Ken Haag, Chair
Brookline School Board

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Jeff Finfrock, General Director
Hollis Transportation/Student Transportation of
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APPENDIX A
BUS TRANSPORTATION RATE STRUCTURE

A. Nineteen (19) Regularly Scheduled Buses

Annual Cost per bus (2 tier Scheduling) for all days school is in session - 178 for all schools

Year	District	# of Buses	Bus/Day/178 Days	Bus Total		SAU-Wide Cost	Percent Increase
2022-23	Coop	19	\$ 30,210.00	\$ 573,990.00			
	Hollis	11	\$ 30,282.00	\$ 333,102.00			
	Brookline	8	\$ 35,619.00	\$ 284,952.00		\$ 1,192,044.00	4%
2023-24	Coop	19	\$ 31,418.00	\$ 596,942.00			
	Hollis	11	\$ 31,493.00	\$ 346,423.00			
	Brookline	8	\$ 37,044.00	\$ 296,352.00		\$ 1,239,717.00	4%
2024-25	Coop	19	\$ 32,675.00	\$ 620,825.00			
	Hollis	11	\$ 32,753.00	\$ 360,283.00			
	Brookline	8	\$ 38,526.00	\$ 308,208.00		\$ 1,289,316.00	4%
2025-26	Coop	19	\$ 33,655.00	\$ 639,445.00			
	Hollis	11	\$ 33,736.00	\$ 371,096.00			
	Brookline	8	\$ 39,682.00	\$ 317,456.00		\$ 1,327,997.00	3%
2026-27	Coop	19	\$ 34,665.00	\$ 658,635.00			
	Hollis	11	\$ 34,748.00	\$ 382,228.00			
	Brookline	8	\$ 40,872.00	\$ 326,976.00		\$ 1,367,839.00	3%

B. Daily 33 Ball Hill Rd Van Route

Year	District	# of Buses	Bus/Day/178 Days	Bus Total		BSD/Coop Cost	Percent Increase
2022-23	Brookline	1	\$ 115.00	\$ 20,470.00			5.02%
	Coop	1	\$ 115.00	\$ 20,470.00		\$ 40,940.00	5.02%
2023-24	Brookline	1	\$ 118.50	\$ 21,093.00			3.04%
	Coop	1	\$ 118.50	\$ 21,093.00		\$ 42,186.00	3.04%
2024-25	Brookline	1	\$ 122.00	\$ 21,716.00			2.95%
	Coop	1	\$ 122.00	\$ 21,716.00		\$ 43,432.00	2.95%
2025-26	Brookline	1	\$ 126.00	\$ 22,428.00			3.28%
	Coop	1	\$ 126.00	\$ 22,428.00		\$ 44,856.00	3.28%
2026-27	Brookline	1	\$ 130.00	\$ 23,140.00			3.17%
	Coop	1	\$ 130.00	\$ 23,140.00		\$ 46,280.00	3.17%

C. The following categories will all be paid based on the following per mile charges, per hour for drivers and the minimums that apply: Special Education, Vocational Education, Athletics, Music/Band, Field Trips and Co-Curricular Activities

Year	Per Mile	Per Hour	Minimum	Percent Increase
2022-23	\$ 2.25	\$ 26.00	\$ 82.50	3.03%
2023-24	\$ 2.30	\$ 27.00	\$ 85.00	2.94%
2024-25	\$ 2.35	\$ 28.00	\$ 90.00	5.56%
2025-26	\$ 2.40	\$ 29.00	\$ 92.75	2.96%
2026-27	\$ 2.45	\$ 30.00	\$ 95.50	2.88%

APPENDIX B

HOLLIS & BROOKLINE PUBLIC SCHOOL TIMES for 2021-22 School Year

		Bus	School	School	Bus
		Arrival	Start	End	Leave
Tier	School	Time	Time	Time	Time
1	Hollis Primary	8:10-8:15	8:23	3:05	3:05-3:15
1	Hollis Upper Elementary	8:15-8:25	8:30	2:55	2:56-3:20
1	Richard Maghakian Memorial School	8:05-8:15	8:25	3:00	3:00-3:10
1	Captain Samuel Douglass Academy	8:25-8:31	8:35	3:10	3:12-3:25
2	Hollis Brookline Middle School	7:10-7:30	7:35	2:20	2:20-2:25
2	Hollis Brookline High School	7:15-7:25	7:40	2:30	2:34-2:38

APPENDIX C1

**Hollis Brookline High School
Vocational Education Routes
2021-2022
(current)**

Nashua North (NHSN) and South (NHSS)

13 students – leave HBHS @ 6:50; Drop 9 students at NHSS @7:05;
Drop 4 students at NHSN 7:15;
Pick up 9 students at NHSS 8:45; Pick up 4 students at NHSN 8:55;
Return to HBHS @ 9:05

APPENDIX C2

**Special Education In-DISTRICT Transportation
Requirements**

****CONFIDENTIAL – NOT TO BE SHARED****

**2021-2022
(anticipated)**

APPENDIX D

FERPA CONFIDENTIALITY AGREEMENT

The undersigned hereby acknowledges that he/she may receive information of a sensitive or confidential nature concerning students of Hollis, Brookline or Hollis-Brookline Cooperative School Districts.

The undersigned acknowledges that all personally identifiable student information shall be kept confidential in accordance with the requirements of the Family Educational Rights Privacy Act (FERPA). Specifically, all personally identifiable student information obtained from student records, observations, or by any other means, shall only be shared with parents/guardians of the student in question, other individuals with appropriate written authorization, or with other school officials who have a legitimate educational interest in such information.

This agreement does not prohibit disclosure of information in accordance with FERPA, or laws regarding reports of child abuse or neglect.

If the undersigned is uncertain whether information should be disclosed, the undersigned agrees that he/she shall consult with a supervisor and shall obtain a supervisor's permission before disclosing the information to other persons.

Violation of this Confidentiality Requirement may result in disciplinary action, up to and including termination or disqualification from continued service with the Brookline, Hollis & Hollis-Brookline Cooperative School Districts.

I have read and understand the above statements with respect to confidentiality and agree to abide by them.

Name (*Print*)

Signature

Date

APPENDIX E

JKAA

USE OF PHYSICAL RESTRAINT, SECLUSION AND INTENTIONAL PHYSICAL CONTACT

Physical restraint is only authorized when needed to protect the safety of the individual student and/or other students and employees in response to the threat of imminent, physical harm. The purpose of the physical restraint is to assist the student to regain emotional stability. "Physical restraint" occurs when a manual method is used to restrict a child's freedom of movement or normal access to his or her body. The use of restraint in schools is limited to physical restraint, and under limited circumstances involving transportation, mechanical restraint. RSA 126-U:6 Restraint shall be used only by trained personnel using extreme caution when all other interventions have failed or have been deemed inappropriate. RSA-U:5, I

Definitions: (RSA 126-U:1, IV)

1. **"Restraint"** means bodily physical restriction, mechanical devices, or any device that unreasonably limits freedom of movement. It includes mechanical restraint, physical restraint, and medication restraint used to control behavior in an emergency or any involuntary medication.
 - "Medication restraint" occurs when a child is given medication involuntarily for the purpose of immediate control of the child's behavior.
 - "Mechanical restraint" occurs when a physical device or devices are used to restrict the movement of a child or the movement or normal function of a portion of his or her body.
 - "Physical restraint" occurs when a manual method is used to restrict a child's freedom of movement or normal access to his or her body.

"Restraint" shall not include:

- (a) Brief touching or holding to calm, comfort, encourage or guide a child so long as the limitation of freedom of movement of the child does not occur.
 - (b) Temporary holding of the hand, wrist, arm, shoulder, or back for the purpose of inducing a child to stand, if necessary, and then walk to a safe location, so long as the child is in an upright position and moving toward a safe location.
 - (c) Physical devices, such as orthopedically prescribed appliances, surgical dressings and bandages, and supportive body bands, or other physical holding when necessary for routine physical examinations and tests or for orthopedic, surgical, and other similar medical treatment purposes, or when used to provide support for the achievement of functional body position or proper balance or to protect a person from falling out of bed, or to permit a child to participate in activities without the risk of physical harm.
 - (d) The use of seat belts, safety belts, or similar passenger restraints during the transportation of a child in a motor vehicle.
 - (e) The use of force by a person to defend himself or herself or a third person from what the actor reasonably believes to be the imminent use of unlawful force by a child, when the actor uses a degree of such force which he or she reasonably believes to be necessary for such purpose and the actor does not immobilize a child or restrict the freedom of movement of the torso, head, arms, or legs of any child.
2. **School:** "A school operated by a school district; a chartered public school governed by RSA 194-B; a public academy as defined in RSA 194:23, II; It also includes a nonpublic school subject to the approval authority of the state board of education under RSA 186:11, XXIX; or a private/ public provider of any component of a child's individualized education program under RSA 186-C.
 3. **Seclusion:** " The involuntary placement of a child alone in a place where no other person is present and from which the particular child is unable to exit, either due to physical manipulation by a person, lock or other mechanical device or barrier. The term shall not include the voluntary separation of a child from a stressful environment for the purposes of allowing the child to regain self-control, when such separation is to an area which the child is able to leave."

4. **Serious Injury:** "Any harm to the body which requires hospitalization or results in the fracture of any bone, non-superficial lacerations, injury to any internal organ, second or third degree burns, or any severe, permanent , or protracted loss of or impairment to the health or function of any part of the body."

5. **Child:** "A person who has not reached the age of 18 years and who is not under adult criminal prosecution or sentence of actual incarceration resulting there from, either due to having reached the age of 17 years or due to the completion of proceedings for transfer to the adult criminal justice system under RSA 169-B:24, RSA 169-B:25, or RSA 169-B:26." Child also includes a person in actual attendance at a school who is less than 22 years of age and who has not received a high school diploma."

6. **Director:** "Refers to the program director, school principal or other official highest in rank and with authority over the activities of a school or facility."

Procedures for Managing The Behavior of Students: (RSA [126-U:2](#))

The Superintendent is authorized to establish procedures for managing behavior requiring physical restraint. Such procedures shall be consistent with this policy and all applicable laws. The Superintendent is further authorized to establish any other procedures necessary to implement this policy and/or any other legal requirements.

Circumstances in Which Restraint May Be Used: (RSA [126-U:2](#))

Physical restraint will be used only when the physical action of a student creates a substantial risk of harm to self or others; and/or as a last resort when all other positive interventions have failed, or the level of immediate risk prohibits exhausting other means.

Physical restraint is appropriate only when a student is displaying physical behavior that presents substantial risk to the student or others, and considered when, in the opinion of the supervising adult, the threat is imminent. Persons implementing a restraint will use extreme caution, and will use the least amount of physical strength necessary to protect the student. The use of physical intervention should not exceed that necessary to avoid injury. The degree of physical restriction employed must be in proportion to the circumstances of the incident and the potential consequences. School administration may elect to contact the local law enforcement agency for support if necessary.

Physical restraint of a student will be conducted in a manner consistent with the techniques prescribed in the District approved training program, such as Crisis Prevention Intervention, for all trained personnel. Untrained staff is limited to physically intervention by using the minimal amount of physical contact with the student to protect the student and ensure the safety of others until trained staff is available. Untrained staff should request assistance from trained staff as soon as possible. The purpose of the physical restraint is to assist the student to regain emotional stability. It should last only as long as is necessary to accomplish this. To the extent possible, it will be conducted in such a way as to preserve the confidentiality and dignity of all involved.

Special Education Students:

When a restraint or seclusion is used for the first time on a child identified under the Individuals with Disabilities Education Act (IDEA) or Section 504, the school must convene a team meeting and review the IEP or 504 plan and make such adjustments as are indicated to eliminate or reduce the future use of restraint or seclusion. (RSA [126-U:14](#))

Parents of a child with a disability under IDEA or Section 504 may request a review at any time following an instance of restraint or seclusion and such request shall be granted if there have been multiple instances of restraint or seclusions since the last review. The team must convene the meeting within 21 days of the date of the received written request from the parent. Ed 1109.06(c).

Authorization and Monitoring of Extended Restraint: (RSA [126-U:11](#))

- (a). Physical restraint shall not be imposed for longer than is necessary to protect the student or others from the substantial and imminent risk of serious bodily harm.
- (b). Children in restraint shall be continuously and directly observed by district personnel trained in the safe use of restraint. (RSA [126-U:11, II](#))
- (c) No period of physical restraint of a student may exceed 15 minutes without the prior approval of a supervisory employee designated by the director to provide such approval. (RSA [126-U:11, III](#))

(d) No period of physical restraint of a student may exceed 30 minutes unless a face-to-face assessment of the mental, emotional, and physical well-being of the student is conducted by a designated professional authorized by the school or district administrator who is trained to conduct such assessments. (RSA [126-U:11, IV](#)) The assessment shall also include a determination of whether the restraint is being conducted safely and for a purpose authorized by this chapter. Such assessments shall be repeated at least every 30 minutes during the period of restraint. Each such assessment shall be documented in writing and such records shall be retained by the facility or school as part of the written notification required in RSA [126-U:7, II](#).

Prohibition of Dangerous Restraint Techniques (RSA [126-U:4](#))

Use of the following restraint and behavior control techniques is prohibited:

- (a) Any physical restraint or containment technique that:
 - Obstructs a child's respiratory airway or impairs the child's breathing or respiratory capacity or restricts the movement required for normal breathing;
 - Places pressure or weight on, or causes the compression of, the chest, lungs, sternum, diaphragm, back, or abdomen of a child;
 - Obstructs the circulation of blood;
 - Involves pushing on or into the child's mouth, nose, eyes, or any part of the face or involves covering the face or body with anything, including soft objects such as pillows, blankets, or washcloths; or
 - Endangers a child's life or significantly exacerbates a child's medical condition.
- (b) The intentional infliction of pain, including the use of pain inducement to obtain compliance.
- (c) The intentional release of noxious, toxic, caustic, or otherwise unpleasant substances near a child for the purpose of controlling or modifying the behavior of or punishing the child.
- (d) Any technique that unnecessarily subjects the child to ridicule, humiliation, or emotional trauma.

Transportation: (RSA [126-U:12](#))

The school district will not use mechanical restraints during the transportation of children, specifically specialized transportation of a student, unless case-specific circumstances dictate that such methods are necessary. If mechanical restraint is necessary and documented in writing by a student's physician it must be clearly documented in a student's Individualized Education Program and agreed to by the parent or legal guardian whenever a special education student is transported using mechanical restraints, the Superintendent or designee will document in writing the reasons for the use of the mechanical restraints.

Whenever a student is transported to a location outside the school, the Superintendent or designee will ensure that all reasonable and appropriate measures consistent with public safety are made to transport or escort the student in a manner which:

- Prevents physical and psychological trauma;
- Respects the privacy of the child; and
- Represents the least restrictive means necessary for the safety of the child.

No teacher, administrator, student, or other person will subject a student to corporal punishment or condone the use of corporal punishment by any person under his or her supervision or control, except in self-defense or in exigent circumstances. Permission to administer corporal punishment will not be sought or accepted from any parent, guardian, or school official per school board policy.

Seclusion

Seclusion may be used when a child's behavior poses a substantial and imminent risk and physical harm to the child and others, and may only continue until that danger has dissipated, "(RSA [126-U:5-a, I](#))

- (a) "May only be used by trained personnel after other approaches to the control of behavior have been attempted and have been unsuccessful, or are reasonably calculated to be unlikely to succeed based upon the history of actual attempts to control the behavior of a particular child" (RSA-[126U:5-a, II](#))

(b) "Each use of seclusion shall be directly and continuously visually and auditorially monitored by a person trained in the safe use of seclusion." (RSA [126-U:5-b, II](#))

(c) May not be used as a form of punishment or discipline and shall not be used in a manner that unnecessarily subjects the child to the risk of ridicule, humiliation or emotional or physical harm." (RSA [126-U:5-a.I,III.](#))

Conditions of Seclusion:

Seclusion may only occur in areas which:

(a) "Are of a size which is appropriate for the chronological and developmental age, size and behavior of the children placed in them."

(b) "Have a ceiling height that is comparable to the ceiling height of the other rooms in the building in which they are located."

(c) "Are equipped with heating, cooling, ventilation and lighting systems that are comparable to the systems that are in use in the other rooms of the building in which they are located."

(d) "Are free of any object that poses a danger to the children being placed in the rooms."

(e) "Have doors which are either not equipped with locks, or equipped with devices that automatically disengage the lock in case of emergency."

- Emergency includes, but is not limited to the need to provide direct and immediate medical attention to the child, fire, the need to remove the child to a safe location during a building lockdown, or other critical situations that may require immediate removal of a child from seclusion to a safe location.

NOTICE

Unless prohibited by court order, the School District is required to make reasonable efforts to verbally notify the child's parent or guardian and guardian ad litem whenever seclusion or restraint has been used on the child. (RSA [126-U:7,I](#))

- Notification must be made as soon as practicable and in no event no later than the time of return to the child to the parent or guardian or the end of the business day, whichever is earlier.
- Notification shall be made in a manner calculated to give parent or guardian actual notice of the incident at the earliest practicable time.

Written notice to the principal and the SAU Director of Student Services by the school employee who used the seclusion or restraint, or if unavailable the employee's supervisor, must be provided within five (5) business days after the use of seclusion or restraint (RSA [126-U:7, II](#))

Written Notification must include the following information (RSA [126-U:7, II](#)):

- The date, time and duration of the seclusion or restraint.
- A description of the actions of the child before, during and after the occurrence.
- A description of any other relevant events preceding the use of seclusion or restraint, including the justification or initiation the use of restraint,
- The names and persons involved in the occurrence
- A description of the actions of the facility or school employees involved before, during and after the occurrence
- A description of any interventions used prior to the use of the seclusion or restraint
- A description of restraint used, including any holds used and the reason the hold was necessary
- A description of any injuries sustained by, any medical care administered to, the child, employees, or other before, during or after the use of seclusion or restraint.
- A description of any property damage associated with the occurrence.
- A description of actions taken to address the emotional needs of the child during and following the incident.

- A description of future actions to be taken to control the child's problem behaviors.
- The name and position of the employee completing the notification.
- The anticipated date of the final reports.

Unless prohibited by court order, the principal or his/her designee shall within 2 business days of receipt of the written notification, "send or transmit by first class mail or electronic transmission to the child's parent or guardian and the guardian ad litem the information contained in the notification." (RSA [126-U:7, III](#))

All cases involving serious injury or death to a child subject to restraint or seclusion, the School District shall, notify the Commissioner of the Department of Education, the Attorney General, and the Disability Rights Center. The notice shall include the elements referenced above. (RSA [126-U:10, II](#))

Intentional Physical Contact with a Child

Whenever a school has "intentional physical contact with a child which is in response to a child's aggression, misconduct or disruptive behavior, a representative of the School District will make reasonable efforts to promptly notify the child's parent or guardian. (RSA [126-U:7, IV](#))

- (a) Notification shall be made no later than the time of the return of the child to the parent or guardian or at the end of the business day, whichever is earlier.
- (b) Notification shall be made in a manner calculated to give the parent or guardian actual notice of the incident at the earliest practicable time.
- (c) Written Notice , within five (5) business days of the occurrence shall include the following:

The date and time of the incident;

- A brief description of the actions of the child before, during and after the occurrence;
- the names of the persons involved in the occurrence;
- A brief descriptions of the actions of the facility or school employees involved before, during and after the occurrence;
- A description of any injuries sustained by, and any medical care administered to, the child, employees, or other before, during, or after the incident.

SCHOOL RESOURCE OFFICERS AND EMERGENCY RESPONDERS

The School Resource officer is considered a contractor of the school district the Physical Restraint, Intentional Physical contact and Seclusion provisions apply. Documentation and Notification requirements of this policy shall be consistent with the district policy and procedure.

However, nothing in this policy, prohibits the school resource officer (SRO), or other emergency responders, from utilizing restraint, including mechanical restraint, when deemed necessary by the officer to complete the necessary functions of the duties assigned to them by their Employment Agency.

This is a policy of the Hollis, Brookline and Hollis Brookline Cooperative School Districts. The undersigned acknowledges that they have received, read and agree to comply with all requirements in the policy to include the documentation requirements.

Name: _____

Signature: _____

Date: _____

A copy of this document is to be kept in the personnel file of the above named individual.