

Hollis Brookline Cooperative School Board

Wednesday, September 15, 2021

Hollis Brookline Middle School

6:00

All times are subject to change without notice

- 6:00 Call to Order
- 6:05 Appointment of a process observer
Agenda Adjustments
Nominations/Resignations and Correspondence
- 6:10 Approval of Minutes – July, 2021
- 6:15 Principal's/Athletics reports
- 6:30 Public Hearing – Articles of Agreement
- 6:55 Public Input
- 7:15 Discussion
- Fiscal Year 2023 budget discussion
 - Review of Memorandum of Understanding regarding SRO - For Informational purposes only
 - Transportation Contract – For Informational purposes only
 - Policy BCB – Board Member Conflict of Interest
- 7:55 **Deliberations**
- To see what action the Board will take regarding policy JLDBB – Suicide Prevention – First Reading
 - To see what action the Board will take regarding policy IMG – Animals in the Classroom – First Reading
 - To see what action the Board will take regarding policy BEDH – Public Participation at Board Meetings – First Reading
 - To see what action the Board will take regarding policy JICD – Student Discipline and Due Process – Second Reading
- 8:30 HB Highlights
- 8:40 Report out by the process observer
- 8:50 Non-public under RSA 91-A: 3II (a) Compensation and/or (c) reputation
- 9:00 Motion to Adjourn

To: Hollis Brookline Cooperative School Board
From: Patrick West, Principal HBMS
Re: Principal's Report
Date: September 15, 2021

Information Only

Amazing start to the school year! – The excitement and energy in the building has been amazing! Staff and students have been supportive and respectful, which has made the back-to-school transition that much easier for everyone. Our Student Open House Days and 7th Grade Orientation Day were very helpful for all students to become familiar with the building, their schedules, and their lockers. Our first day of school was also a great success, thanks to everyone working together. Students have had the opportunity to work with their new teachers and classmates in their academic classes, ROCK and some dedicated team time. One of the team time highlights during our opening days included an activity called “Four Corners” which allowed students to make connections with peers.



Arrival and Dismissal: Morning drop off procedures at HBMS have had a successful start to the school year. The afternoon dismissal procedures continue to be improved upon to allow for a safe and efficient way to get students out of the building. These procedures include the use of all building egresses to minimize crowding, separate lines for 7th and 8th Grade carpool traffic and a singular MS bus pick up location on Jeff Smith Way.



Personnel

HBMS is currently accepting applications for a Special Education Paraprofessional position

Athletics and Clubs

MS athletics and clubs have started off great for the middle school. Our athletic director, Allie Buschmann, and all coaches have done an awesome job getting all teams ready for this fall season. Teams are now practicing five days a week with games starting on September 13th. The middle school is still in search of coaches and advisors for the following teams and clubs:

- Boys Lacrosse
- Robotics Club Advisor
- Ski Club Advisor
- Outdoor Track Coach
- Robotics Co-advisor
- Ski Club Co-advisor

Enrollment Numbers

As of September 9th, we have a total student population of 373. There are currently 200 7th grade students and 173 8th grade students.

Important Dates:

Parent Open House (Virtual) – Tuesday, September 21st at 6:00pm via Zoom

Outdoor Dance/Activities Night – Friday, October 1st from 7 – 9pm

To: Hollis Brookline Cooperative School Board
From: Tim Girzone, Principal HBHS
Re: Principal's Report
Date: September 15, 2021

Information Only:

Opening Days: HBHS opened the 2020-2021 school year by welcoming back our staff with three Professional Development Days. The days included an SAU presentation where we celebrated milestone years of service of a number of veteran staff, welcomed new staff to the District and also took part in a Keynote Address with Dr. Thomas Guskee who spoke with staff about key components to a successful return to school following the past 18 months.



Our New Student Orientation (pictured above) was a huge success as we welcomed freshman, transfer students and sophomores who were Remote Learners last year to HBHS. The opening week was capped off with our first Friday Night Lights game (pictured above) on the new turf field where a packed house and our Spirit Squad cheered the Cavs on to a 12-6 victory!



Donations: Our Theater Department accepted four stage lights from community member, Mr. Roy Maston. Our Theater Department will make use of these as potential replacements for current supply or use as supplemental lighting, if needed.

Flex PE Numbers:

Per the School Board's request, provided here are the number of students who were awarded credit using our Flex PE option for the last two school years:

2020-2021- 32 students

2019-2020 - 30 students

HB the Change:

HB the Change is partnering with Pink Revolution Breast Cancer Alliance of NH to collect items for chemotherapy patient care packages. The items that we have been asked to collect are women's fleece socks (size 9-11), playing cards, 50x60 fleece throw blankets and travel size hand lotions. Classes will compete to collect the most items for this very worthy cause.

Personnel updates:

HBHS is currently in the process of interviewing candidates for the following positions:

- 1 Special Education Paraprofessionals
- 1 Van Driver

Important Dates:

Homecoming Weekend 9/24-26

Columbus Day 10/11 - No School

To: Andrew Corey, Superintendent
From: Brian Bumpus, District Athletic Coordinator
Re: September 2021 Board Report

HBHS Athletics Update: High school athletics are in full swing, and the fall season has been a successful one so far. A full slate of games and welcoming fans into the stands, along with several teams playing under the lights for the first time, have been a welcome sight on campus. Girls Volleyball is currently undefeated, while the Boys and Girls Soccer teams only have 1 loss between them. The Field Hockey team is off to a 2-1 start, with their only loss to a strong Souhegan team. Football opened their season with a win, and the Golf and Cross Country teams are having strong early season showings as well. Unified Soccer will kick things off on Wednesday 9/18 as they travel to Alvirne. All of our teams look to be competitive as we head into the heart of the regular season.



NHIAA Coaches Recognition: HBHS is proud to announce that we are home to two individuals who have attained the impressive milestone of having coached for 25 years in the state of New Hampshire. Jake Balfour has earned this honor with coaching in both Boys and Girls Volleyball, while Milton Robinson has coached Football, Girls Lacrosse, Boys Lacrosse, Alpine Skiing, Golf, Unified Soccer, and Unified Basketball. Congratulations to both!

Homecoming 2021: We hope to see everyone during the week of September 20th for our 2021 Homecoming, which marks our first homecoming that will feature the turf field and games under the lights. A schedule of events can be found below. Additionally, the Booster Club will be hosting their first ever Cornhole Tournament on that Sunday to close things out. More information can be found on their website: www.hbabc.org.

Wednesday 9/22

Unified Soccer vs. Bow (3:30 PM)

Friday 9/24

JV Girls Soccer vs. Milford (4:00 PM)

V Girls Soccer vs. Milford (6:00 PM)

FR Volleyball vs. Timberlane (4:00 PM)

JV Volleyball vs. Timberlane (5:15 PM)

V Volleyball vs. Timberlane (6:30 PM)

Saturday 9/25

V Field Hockey vs. John Stark (10:00 AM)

JV Field Hockey vs. John Stark (11:30 AM)

JV Boys Soccer vs. Milford (1:30 PM)

V Boys Soccer vs. Milford (3:30 PM)

V Football vs. Milford (7:00 PM)

HBMS Athletics Update: Middle School athletics are back! Following a successful year of intramural programming, our middle school teams are back up and running with Tri-County League competition. All teams will begin their regular seasons during the week of September 13th.

Participation Numbers: The Athletic Department is excited to see that our HBHS participation numbers have bounced right back to where they were prior to the 2020-2021 school year. Additionally, we are seeing an increase in participation at the middle school level, which we are hoping will continue into the remainder of the year.

Hollis Brookline High School

Sport	19-20	20-21	21-22
Bass Fishing	4	3	4
Boys Soccer	50	45	46
Cross Country	26	25	21
Fall Cheerleading	17	24	29
Field Hockey	33	33	42
Football	41	42	41
Girls Soccer	33	30	35
Girls Volleyball	38	34	35
Golf	16	19	14
Unified Soccer	22	4	11
TOTAL	280	259	278

Hollis Brookline Middle School

Sport	19-20	20-21	21-22
Boys Soccer	22	25	22
Cross Country	39	31	50
Field Hockey	19	18	17
Girls Soccer	19	20	21
Girls Volleyball	14	18	19
TOTAL	113	112	129

District Coaching Openings: The HB Athletic Department is currently seeking qualified candidates for several positions at HBHS and HBMS. Several positions are also currently in the interview process.

HBHS

Football Assistant Coach
Girls Basketball Assistant Coach
Swimming Assistant Coach
Indoor Track Assistant Coach
Boys Lacrosse JV Coach
Girls Lacrosse JV Coach
Softball JV Coach
Boys Tennis Assistant Coach
Girls Tennis Assistant Coach
Outdoor Track Boys Head Coach
Outdoor Track Associate Coach

HBMS

Outdoor Track Coach
Boys Lacrosse Head Coach

Recent Coaching Hires:

HS Cross Country Asst. Coach - Rod Clark
HS Boys Basketball Head Coach - Marty Edwards
MS Field Hockey Coach - Jenn MacLeod
MS Girls Volleyball Coach - Matt D'Attilio
MS Boys Soccer Coach - Joe Natalino

Respectfully Submitted,



Brian Bumpus
District Athletic Coordinator

Overview of Coop Special District Meeting on Oct. 5, 2021

The Hollis Brookline Cooperative School Board will hold a public hearing on September 15, 2021, 6:30 PM at the Hollis Brookline Middle School and a special district meeting on October 5, 2021 at 7 PM at the Hollis Brookline High School seeking approval to amend the Coop District's Articles of Agreement. The proposed amendments are intended to bring the Articles of Agreement into alignment with existing structure and operation of the District.

None of the proposed amendments will have any impact on budget or apportionment of expenses between towns, or change the scope or operation of the District.

Background

At the March 17, 2021 Coop School Board meeting, the Board received a certified copy of the Articles of Agreement. This document was the result an extended review by the District Clerk and the District's attorney of all the amendments that been approved over the years of the Coop's existence. The summary of this review can be found on the SAU41 website, on the Coop School Board Page's link to the March 2021 meeting agenda or using the link <https://www.sau41.org/userfiles/16/my%20files/coop-aog.pdf?id=1977>

Upon review of the updated Articles of Agreement, some articles were found to be incorrect or obsolete. The proposed amendments seek to correct these items.

Why now?

The Board chose to *not* present these amendments at the 2021 District Meeting (held this past April 2021) to avoid possible confusion with Citizen Petition Warrant Articles related to the Articles of Agreement and to avoid extending the already-lengthy meeting. However, now that they were aware of conflicts between the current Articles of Agreement and the current operation of the Coop District, the Board did not want to delay correcting the conflicts. The Board wanted to pick dates when citizens were likely to be available to participate and that also complied with the required process timeline. The September/October timeframe was chosen.

PROPOSED CHANGES TO THE HOLLIS BROOK COOP ARTICLES OF AGREEMENT

Editorial/Non-substantive changes

Article 1:

The school districts of Brookline and Hollis shall combine to form a cooperative ~~junior middle~~ and senior high school district which shall be named the Hollis/Brookline Cooperative School District, pursuant to RSA 195.

*Correct description of **Middle School***

PROPOSED CHANGES TO THE HOLLIS BROOK COOP ARTICLES OF AGREEMENT

Editorial/Non-substantive changes

Article 2:

The School Board of the Hollis/Brookline Cooperative School District shall consist of seven members. Effective with the election of ~~2003~~2021, the Board will be organized in the following manner:

Town	Members	Term	Year Ending
Brookline	1 member	3 years	2004 2022
	1 member	3 years	2005 2023
	1 member	3 years	2006 2024
Hollis	2 members	3 years	2004 2022
	1 member	3 years	2005 2023
	1 member	3 years	2006 2024

PROPOSED CHANGES TO THE HOLLIS BROOK COOP ARTICLES OF AGREEMENT

Editorial/Non-substantive changes

Article 2 *continued*:

Members of the Cooperative School Board shall be elected by the voters of the pre-existing districts they represent and must be residents of those pre-existing districts. All members elected shall be elected to three year terms unless that member is filling out the unexpired term of a member who has left the board, in which case the term shall be the unexpired term.

Reapportionment of the school board may be proposed at any time in accordance with RSA's 195:22 and 671:9, but in any case the apportionment as specified above would be subject to review for possible amendment at least in March, ~~2005-2023~~ and every three (3) years thereafter under the provisions of Article 11 of this agreement and RSA 195:18, III(i).

Re-index years preserving current rotation to simplify date calculations

PROPOSED CHANGES TO THE HOLLIS BROOK COOP ARTICLES OF AGREEMENT

Substantive changes

~~Article 4:~~

~~The Hollis/Brookline Cooperative School District shall lease the Hollis High School “White Building” and the Hollis Junior High School from the Hollis School District upon such terms and conditions as the Cooperative School Board negotiates and determines to be in the best interests of the Cooperative School District. The Hollis/Brookline Cooperative School District shall acquire, at no further cost, the existing land, building and contents comprising that portion of the Hollis AREA High School initially constructed in 1962, including subsequent additions.~~

~~Article 8:~~

~~All trust funds held or enjoyed by any pre-existing district shall be held and applied as the terms of the trust indicate, in accordance with RSA 195:11.~~

Remove obsolete and unneeded articles – The “White Building” is not suitable for use by the Coop – No trust funds are being held.

PROPOSED CHANGES TO THE HOLLIS BROOK COOP ARTICLES OF AGREEMENT
Substantive changes

Article 10:

The Hollis/Brookline Cooperative School District shall provide transportation for students, as required by RSA, under terms decided by the Hollis/Brookline Cooperative Board.

Acknowledge that RSA includes transportation requirements

~~Article 13:~~

~~It will be the responsibility of the Cooperative School Board to plan a minimum of two joint meetings per year with the Hollis and Brookline School Boards for the purpose of discussing issues of mutual interest.~~

Remove article because these meetings are not held. SAU Governing Board meetings and board chairs meetings fulfill the intended purpose

It is understood and agreed that Hollis-Brookline Cooperative School District and the Hollis Police Department officials share the following goals and objectives with regard to the School Resource Officer (herein referred to as SRO) program in the schools:

A. GOALS AND OBJECTIVES:

1. To promote an atmosphere of safety and order for students and faculty members through the use of school discipline and enforcement of local, state and federal laws and ordinances.
2. To provide educational programs and prevention activities that will increase student knowledge of the criminal justice system and respect for the law and the function of law enforcement agencies and other related topics.
3. To maintain open communications among principals, faculty, SROs, parents, Student Assistance Program staff, guidance counselors, conflict mediation coordinators and other key school personnel.
4. To utilize the SRO for problem solving, mediation, personal safety and an informational source for students involved in the criminal justice system, as appropriate.
5. To support the SROs efforts in being a positive role model and cultivating positive relationships and strengthening each student's understanding of good citizenship and accountability for their actions.
6. To foster and promote in students a positive attitude toward law enforcement and law enforcement officers.
7. To provide security to the school from outside threats by maintaining a visible police presence on campus, assessing threats to school security, develop, recommend, and implement processes to reduce and eliminate such threats, and swiftly respond to any immediate threats or breaches of security.
8. To recognize the school principal as primarily responsible for the administration of discipline and maintaining order within the schools.

9. To prevent and deter the possession and/or use of weapons on campus, the illegal possession, sale and/or distribution of controlled substances and alcohol, and other crimes.
10. To address criminal activity by students through the collaborative administration of school discipline and/or referral to the criminal justice system.

B. COOPERATIVE EFFORTS:

1. The presence of the SRO at the school is not intended to usurp the rights and responsibilities of the principal to enforce the rules of the student conduct code and to administer discipline in the school.
2. The parties acknowledge that not every criminal act will be handled through the criminal justice system. Moreover, there will be times when the administration of typical school discipline will be sufficient to address behaviors that may constitute crimes.
3. The existence of the Hollis-Brookline Cooperative School District Administrative Procedures, the Student Conduct Code and the related disciplinary process is not intended to, nor shall it usurp the mandates and responsibilities of the SRO as directed by the policies and procedures of the Hollis Police Department and/or the laws of the State of New Hampshire.
4. In deciding when to resort to the criminal justice system in lieu of, or in addition to school discipline, the Principal and SRO shall confer and each strive to accommodate the opinions of the other as to how to best handle a particular situation.

C. TRAINING REQUIRED:

1. Prior to their assignment, an officer selected to serve in the role of a School Resource Officer must be “School Resource Officer Certified”, in accordance with applicable standards established by the New Hampshire Police Standards and Training Council. In order to meet this requirement, officers must complete the following training programs before they can assume their position as an SRO:
 - a. National Association of School resource Officer (NASRO) 40-hour Basic Certification;
 - b. Mirror Project – Train the Trainer Certification; and
2. Within one year of assignment, an officer must also complete the “Effective Police Contact with Youth Certification”.

3. Thereafter, to maintain certification as a NH School Resource Officer, the SRO must complete 8 hours of annual in-service training in the topic areas that will continue to enhance their effectiveness in working within the school environment and with their school population. In-service training topics could include, but would not be limited to training in Mental Illness Response Involving Juveniles, Legal Issues in School/NH Juvenile Law Review, Youth Mental Health First Aid, Youth Crisis Intervention, Active Threat Response Restorative Justice Techniques, or any such training that enhances SRO effectiveness.
4. Newly selected SROs will also be required to successfully complete a field training program, as established by the Hollis Police Department and through partnership with the Hollis Cooperative School District.

D. RESPONSIBILITIES AND DUTIES OF SCHOOL RESOURCE OFFICERS:

1. The Hollis Police Department will assign a full-time SRO to the Hollis-Brookline Cooperative School District, which includes the Hollis Brookline High School and Hollis Brookline Middle School. The SRO is a sworn Hollis Police Officer assigned to provide the law enforcement expertise and resources to assist school staff in maintaining safety, order, and discipline within their assigned schools. The SRO will be considered an active member of the School community.
2. The SRO's duty schedule will be determined by the SRO's supervisor, but will generally be arranged to provide coverage throughout the school day including peak arrival and departure times before and after school. Whenever possible, the SRO will be visible patrolling the exterior and interior grounds, particularly during the opening and closing of School and during the lunch periods.
3. The officer will notify the principal (or designee) of the assigned school when they will be absent from the campus. The SRO will be required to notify the police department when they leave the school campus.
4. In the event that an SRO is absent from the campus, the School Resource and Community Policing Officer (SRCPO) assigned to the Hollis Primary School and Hollis Upper Elementary School will be responsible for, and have the authority to handle any incidents or emergencies at the Hollis Brookline High School or Hollis Brookline Middle School. The opposite is also true in that the SRO assigned to the Hollis Cooperative School District shall have the responsibility and authority to handle incidents or emergencies within Hollis Primary School and the Hollis Upper Elementary School.
5. The SRO will wear the issued police uniform and related equipment and operate a police vehicle while on duty unless otherwise authorized by a supervisor for a specific purpose. The SRO provides a visible deterrent to

crime and is a positive representative of the Police Department to students and staff.

6. The SRO will assist with training for the school administration in law enforcement and related matters. Information about crime trends and changes in laws relevant to schools will be disseminated to the school administrative staff to assist them in effectively establishing and maintaining safe school environments. The SRO will be incorporated into each school's Safety and Security Team.
7. At the request of the staff, the SRO may also become involved with the school's curriculum and provide instruction that will enhance the student's understanding of the police mission and the responsibilities of citizenship. During the classroom instruction time, the teacher shall remain in the room. However, responding to incidents or conducting investigations will always take precedence over instructing in the classroom.
8. Programs conducted in schools by other members of the Police Department should be coordinated with the SRO to avoid redundant services and to ensure equitable distribution of such programs and services.
9. A critical element of the SRO program is an open relationship and strong communication between the school principal(s) and the SRO. SROs are required to keep the school administration apprised of criminal and non-criminal situations encountered, current crime trends, problem areas, or other areas of concern, which have potential for disruption in the school or within the community. The SRO will work in conjunction with the school administration in developing plans to prevent and counteract such activities at the school.
10. The SRO will not be primarily responsible for the enforcement of school rules, administrative rules and/or regulation violations. However, the SRO will maintain familiarity with the Hollis Brookline Cooperative School District's Student Code of Conduct. Unless requested by a school administrator the SRO will not attend disciplinary meetings with students or parents.
11. The SRO will be responsible for maintaining custody of illegal substances and/or contraband pending proper disposal in accordance with police department regulations.

E. SUPERVISION OF THE SCHOOL RESOURCE OFFICER:

1. SROs shall abide by the rules, regulations and policies of the Hollis Police Department and be familiar with the teacher handbook. Should conflicts in these rules, regulations and policies occur the SRO will consult with a police supervisor; specifically, the Administrative Services Bureau Commander. School personnel should contact the Administrative Services Bureau Commander or the

Chief of Police to report commendable performance, discuss issues or report concerns involving SRO personnel.

2. When SROs complete a Police Department Incident Report it will be filed submitted to the Administrative Services Bureau Commander during not later than the next scheduled work day, unless prior authorization for an extension is granted.
3. Unless otherwise authorized by the Chief of Police, or his/her designee, SROs will report to a uniform shift during times that school is closed or on days when students are not attending school.
4. The Administrative Service Bureau Commander encourages open lines of communication between the school(s) and the Police Department. The Administrative Services Bureau Commander will meet with the school principal(s) at least two times per year. To the extent that schedules permit, the initial Administrative Services Bureau Commander/principal meeting should be held prior to the start of the school year and be devoted to reviewing school/Police Department expectations and clarifying any operational procedures. The second meeting should occur mid-year and involve a preliminary evaluation of the SRO's performance as well as the identification and resolution of any developing issues. The SRO supervisor will address any concerns regarding the performance of the SRO.
5. Principals and representatives of the Police Department will collaborate with each other prior to selection of a new SRO to determine any special needs or concerns at their school.

F. RESPONSIBILITIES AND DUTIES OF THE SCHOOL PRINCIPAL(S):

1. It is the responsibility of the principal to facilitate effective communications between the SRO and the school staff. The principal of the school shall meet on a regular basis with the assigned SRO.
2. The principal shall be responsible for immediately reporting to the SRO; acts of theft, destruction, or violence as defined in New Hampshire R.S.A. 193-D entitled "Safe School Zones." In addition to the requirements of 193-D, the principal shall immediately report the following conduct to the SRO; any conduct involving firebombs, explosive or incendiary materials or devices, hoax or otherwise, or chemical bombs on a school bus, on school property, or at a school sponsored activity; any threats or false threats to bomb made against school personnel or involving school property or school b u s e s .
3. In an emergency situation, the school should notify the SRO or call the Police Department if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to

duty.

4. Any criminal enforcement action taken by the SRO which results in the charging of a student with a crime will be supported by the principal and/or school employees by their appearance in court when necessary to provide testimony relevant to the case.
5. The principal shall relinquish to a police representative all illegal substances and/or contraband.
6. The principal shall meet with the SRO Supervisor and the school shall provide information to the Administrative Bureau Commander to assist in preparing for the annual evaluation of the SRO's performance.
7. Principals are encouraged to consult with the Administrative Services Bureau Commander prior to the selection of a new SRO to share any relevant information on the needs or concerns of the school.

G. INVESTIGATION AND QUESTIONING OF STUDENTS:

1. When it becomes necessary for an SRO or any other law enforcement officer to interview a student on school premises, the principal (or designee) will be contacted, whenever practicable. The interview will be conducted pursuant to state law, school district and Hollis Police Department policy and procedure, and attorney general guidelines. When immediate action is necessary or in an emergency situation, the SRO may interview a student without the presence of a school official.

H. ARREST PROCEDURES:

1. SROs are expected to be familiar with school rules and their application with the school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal (or designee) for action. Any questions related to the enforcement of rules versus laws within the school should be discussed with the principal. This specifically applies to general standards of conduct.
2. The arrest of a student or employee of the school with a warrant or petition should be coordinated with the principal and accomplished after school hours, whenever practical. The Hollis Police Department will strive to avoid the arrest of any student or staff on school property when school is in session; however, both parties recognize situations may occur when the arrest of a student or school employee must occur on school property while school is in session.

I. SEARCH AND SEIZURE:

...

1. School official may conduct searches of student's property and person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion.
2. The SRO shall not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the administrator act as his or her agent.

J. ADMINISTRATIVE HEARINGS:

1. The SRO will attend suspension and/or expulsion hearings upon request of the school principal. He/she will be prepared to provide testimony on any actions that were taken by the officer and any personally observed conduct witnessed by the officer.
2. The SRO shall provide police department documents and juvenile records pursuant to department policy and state law.
3. When a subpoena for official records, reports, or documents for an administrative school hearing, is received by the Police Department, any action will be coordinated by the office of the Police Chief, the County Attorney, and the School Board Attorney.

K. RELEASE OF POLICE INFORMATION:

1. Consistent with the basic tenets of the relationship between the school principal and the SRO described in this Memorandum of Understanding, open communication is essential to effectiveness. SROs should exchange information with the school principal regarding students' involvement in criminal activity when the safety of any students and/or staff is at risk in and around the school. This may be limited to that which directly relates to and contributes to the safety of the school environment of the community in which they serve.
2. The school should confer with the police department prior to their release of any shared police information.
3. The SRO shall provide police department documents and juvenile records pursuant to department policy and state law.

L. EQUIPMENT:

...

1. The Hollis Brookline High School will provide an office/storage or work space for the SRO's materials and personal effects; space which is sufficient for him/her to meet with students, parents, and/or school staff/administrators. Additionally, the Hollis Brookline High School will provide a computer for the SRO to utilize in order to access school databases, school security cameras, and the school email system.
2. Per agreement of the Superintendent of Schools, the SRO is permitted to have a fan and a small refrigerator in his office located at the Hollis Brookline High School.
3. The Hollis Brookline Cooperative School District will authorize access of video surveillance systems inside the school district to the Hollis Police Department and the Hollis Communications Center. The scope of access will be limited to emergency situations, if knowledge of the information is necessary to protect the health or safety of the student or other individuals.
4. Whenever practicable, the School District should authorize access of video surveillance systems inside the school district to the Police Department. The access will allow the SRO to monitor activity within the school for security and investigative purposes. The SRO should be allowed to make copies of any videos for security, investigative and for evidentiary purposes as allowed by law.
5. Software will be uploaded on only a limited number of terminals located within the Communications Center and the Police Department facility. A list of computers with permissions to the video surveillance system will be provided to SAU 41 on an annual basis.
6. The Hollis Brookline Middle School will allow the SRO to utilize a meeting or conference room where he/she can confer with students and/or parents.

M. CONCLUSION:

1. This Memorandum of Understanding represents mutually agreed goals and objectives of the Hollis Police Department and the Hollis-Brookline Cooperative School district for the School Resource Officer Program.
2. This endeavor is a partnership between education and law enforcement to support a collaborative multi-faceted approach to prevent crime and to intervene in the acts of such in schools, as well as provide more security and safety to both students and staff. Regular meetings shall be conducted between the Police Department and School Officials to support this partnership.
3. This agreement may be terminated without cause by either party upon 30 days prior written notice to the other party. It shall be reviewed annually and amended as necessary to meet the needs of the signatory agencies.

4. This Memorandum of Understanding shall not be construed to create or substantiate any right or claim on the part of any person or entity, which is not party hereto.
5. The cost of the School Resource Officer within the Hollis Brookline High School will be shared between the Town of Hollis (40%), The Hollis Brookline Cooperative School District (60%).
6. This memorandum shall be made available to the public and more specifically, shall be readily available for viewership through the websites maintained by the Hollis Police Department and the Hollis Brookline Cooperative School District.

Signed:

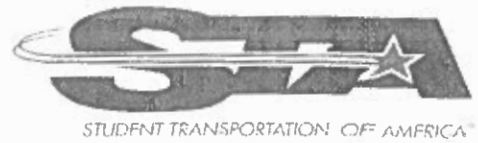
Joseph R. Hoebeke, Chief of Police

Andrew Corey, Superintendent of Schools

Date

Date

Last Updated: August 27, 2021



Student Transportation of America is proud of our relationship with the SAU #41 and we wanted to provide you with some of the things we are doing to enhance our pupil transportation services.

FLEET:

STA brought in a total of eleven (11) 77 passenger buses to update the fleet initially. This helped with allowing more students to ride the bus and allowed us to reduce the use of two (2) elementary only buses for the district. This will also show a significant cost savings to the district as we move forward in providing this service. We also, wanted to say that when we buy new equipment, we depreciate the cost over 11 years using the buses typically for 10 years on everyday routes and then retire it to a spare status before we take it out of service. As we age out our fleet, STA is committed to bring in 77 passenger vehicles to replace the 71 passenger vehicles currently being utilized on some of our bus runs.

DRIVER TRAINING:

When STA brings in a new candidate, we pay all candidates for training. We pay for all the background checks necessary to screen candidates, hours of candidates training, and their drug testing. We also have monthly safety meetings for all employees which are paid as well. This allows us to make sure we have the hours necessary for employees to continue to be eligible to drive for the next school year. Please note that the state requires 20 hours of training for a person to become eligible to drive school aged children, but we far exceed those hours to make sure everyone is fully trained and comfortable before we permit them to drive any route for your district. This usually is over 35 hours of training.

BUS GARAGE:

STA finds that it is important for employees to want to come to work. We have updated the driver's area as well as adding an office and restrooms for employees. No longer is the manager working out of an office trailer and employees do not have to use a port-a-john.

INCENTIVES FOR EMPLOYEES:

STA feels it is important for employees to feel appreciated. We do little things like provide luncheons occasionally and recently purchased fleece jackets for our employees so they can feel part of the "family."

In an employees first paycheck, when they come back to start the new school year, we give them a one weeks pay as a retention bonus for returning to work. STA also pays them for four (4) holidays that they typically are not required to be at work. We offer three (3) bereavement days if they suffer a loss to an immediate family member. If an employee has perfect attendance for the year, we give them a \$300.00 perfect attendance bonus. We just feel it is important to show appreciation to our folks for a job well done. Lastly, we have an Employee Appreciation Week where we have lunches and give employees several small gifts or gift cards just to say a big "Thank You" for all you do!

WAGES:

STA feels that it is important that we compensate our employees fairly for the work they do. Employees are paid an hourly rate which is competitive to our industry. The hourly amount paid to employees is based upon years of service. Every employee retained from the previous owner was granted their seniority and compensated accordingly.

Starting wages for a new/first year employee who has or gets their commercial driver's license receives \$19.00 per hour topping off at \$22.00 per hour for our most senior employees. If you come to us and drive a mini-van, you are compensated at \$17.00 per hour for the first year with our most senior van driver receiving \$18.75. The lesser rate is because employees are not required to retain a commercial driving license.

Wages are increased every year for our employees at a minimum of 3%, however, it may fluctuate based upon trends happening in the pupil transportation sector.

In closing, we feel that STA is a family and we do our best to make sure our employees feel appreciated and to let them know we could not do what we do, as well as we do it, without them.

**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.

ADDED BY STA:

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 _____ day of _____, 2021.

Andrew F. Corey, Superintendent SAU 41

Witness

Representative
Hollis Brookline Cooperative School Board

Witness

Representative
Hollis School Board

Witness

Representative
Brookline School Board

Witness

Representative
SAU Governing Board

Witness

CARRIER Representative

Witness

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	Annual Total	SAU-Wide Cost	Percent Increase
2021-22 Original Contract	Coop	19	\$ 29,047.70	\$ 551,906.30	\$ 551,906.30		
	Hollis	12	\$ 29,116.97	\$ 349,403.64			
		1	\$ 38,241.52	\$ 38,241.52	\$ 387,645.16		
	Brookline	8	\$ 34,248.98	\$ 273,991.84			
		1	\$ 41,559.44	\$ 41,559.44	\$ 315,551.28	\$ 1,255,102.74	
2021-22 Actual	Coop	19	\$ 29,047.70	\$ 551,906.30			
	Hollis	11	\$ 29,117.24	\$ 320,289.64			
	Brookline	8	\$ 34,248.98	\$ 273,991.84		\$ 1,146,187.78	
2022-23	Coop	19	\$ 30,210.00	\$ 573,990.00			4.00%
	Hollis	11	\$ 30,282.00	\$ 333,102.00			4.00%
	Brookline	8	\$ 35,619.00	\$ 284,952.00		\$ 1,192,044.00	4%
2023-24	Coop	19	\$ 31,418.00	\$ 596,942.00			4.00%
	Hollis	11	\$ 31,493.00	\$ 346,423.00			4.00%
	Brookline	8	\$ 37,044.00	\$ 296,352.00		\$ 1,239,717.00	4%
2024-25	Coop	19	\$ 32,675.00	\$ 620,825.00			4.00%
	Hollis	11	\$ 32,753.00	\$ 360,283.00			4.00%
	Brookline	8	\$ 38,526.00	\$ 308,208.00		\$ 1,289,316.00	4%
2025-26	Coop	19	\$ 33,655.00	\$ 639,445.00			3.00%
	Hollis	11	\$ 33,736.00	\$ 371,096.00			3.00%
	Brookline	8	\$ 39,682.00	\$ 317,456.00		\$ 1,327,997.00	3%
2026-27	Coop	19	\$ 34,665.00	\$ 658,635.00			3.00%
	Hollis	11	\$ 34,748.00	\$ 382,228.00			3.00%
	Brookline	8	\$ 40,872.00	\$ 326,976.00		\$ 1,367,839.00	3%

B. Daily 33 Ball Hill Rd Van Route

2021-22 Contract & Actual	Brookline	1	\$ 109.50	\$ 19,491.00			
	Coop	1	\$ 109.50	\$ 19,491.00		\$ 38,982.00	
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%	
Average							34.95%	3.49%

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			
2021-22	\$ 2.20	\$ 25.00	\$ 80.00			
2022-23	\$ 2.25	\$ 26.00	\$ 82.50	96.97%	3.03%	
2023-24	\$ 2.30	\$ 27.00	\$ 85.00	97.06%	2.94%	
2024-25	\$ 2.35	\$ 28.00	\$ 90.00	94.44%	5.56%	
2025-26	\$ 2.40	\$ 29.00	\$ 92.75	97.04%	2.96%	
2026-27	\$ 2.45	\$ 30.00	\$ 95.50	97.12%	2.88%	
Average				482.63%	0.96526	3.47%

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)

- 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.
- Notification shall be made in a manner calculated to give the parent or guardian actual notice of the incident at the earliest practicable time.
- 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.

BOARD MEMBER CONFLICT OF INTEREST

Board members are expected to be familiar with and observe the National School Boards Association guidelines for ethics, and be familiar with and adhere to those provisions of New Hampshire and federal law which define school board authority and govern conflict of interest. The Board requires its members not only to adhere to all laws regarding conflict of interest, but also to be alert to situations which may have the appearance of a conflict of interest and to avoid actions that might compromise themselves or the Board. Four areas of Board operations must be guarded with particular care in order that there be no real or seeming conflict of interest. These are purchasing, hiring of personnel, employment of Board members, and promoting a particular position on matters before the Board. Therefore:

1. No member of the Board will have any direct pecuniary interest in a contract with the school district or in the purchase or sale of any school property or equipment of the schools. It is not the intent of this policy to prevent the district from contracting with corporations or businesses because a Board member has an association with the firm.
2. Once appointed to the Board, a Board member must abstain from any discussion or vote regarding immediate family members employed by the Board in any capacity.
3. No member of the Board may be employed by the Board in any capacity for which a salary is paid during the term for which he or she was elected, or for six months after the expiration of the term. It is not the intent of this policy to prevent any Board member from volunteering his/her services within the school community.
4. No member of the Board will accept any favor, service or object of value or derive any form of personal gain in return for promoting a particular position or using personal influence on matters before the Board.

In any instance where there is actual conflict or the appearance of conflict of interest, the Board member will be expected to declare that a conflict exists, or may exist, and refrain from debating or voting on the issue.

Adoption: February 15, 2005

JLDBB - SUICIDE PREVENTION AND RESPONSE

Category: Priority/Required by Law

The School Board is committed to protecting the health, safety and welfare of its students and school community. This policy supports federal, state and local efforts to provide education on youth suicide awareness and prevention; to establish methods of prevention, intervention, and response to suicide or suicide attempt ("postvention"); and to promote access to suicide awareness, prevention and postvention resources.

I. District Suicide Prevention Plan and Biennial Review.

- A. **Plan**: The Superintendent shall develop and provide to the Board for approval, a coordinated written District Suicide Prevention Plan (the "Plan") to include guidelines, protocols and procedures with the objectives of prevention, risk assessment, intervention and response to youth suicides and suicide attempts. This coordinated plan shall conform to the components required of public schools by RSA 193-J:2.
- B. **Biennial Review**: No less than once every two years, the Superintendent, or their designee, in consultation with input and evidence from community health or suicide prevention organizations, and District health and guidance personnel, shall update the District Suicide Prevention Plan, and present the same to the Board for review. Such Plan updates shall be submitted to the Board in time for appropriate budget consideration.

II. Suicide Prevention Coordinator and Liasons

- A. **District Suicide Prevention Coordinator**. The Superintendent shall appoint a District Suicide Prevention Coordinator, who, under the direction of the Superintendent shall be responsible for:
 - i) Developing and maintaining cooperative relationships with and coordination efforts between the District and community suicide prevention programs and personnel;
 - ii) Annual updating of (i) State and community crisis or intervention referral intervention information, and (ii) names and contact information of Building Suicide Prevention Liaisons, for inclusion in student handbooks and on the District's website;
 - iii) Developing - or assisting individual teachers with the development - of age-appropriate student educational programming, such that all students receive information in the importance of safe and healthy choices and coping strategies, recognizing risk factors and warning signs of mental disorders and suicide in oneself and others, and providing help-seeking strategies for oneself or others, including how to engage school resources and refer friends for help;
 - iv) Developing or assisting in the development of the annual staff training required under section III of this policy;

v) Such other duties as referenced in this Policy or as assigned by the Superintendent.

B. Building Suicide Prevention Liaison. A school counselor, or, in their absence, the building principal, shall be designated as the Building Suicide Prevention Liaison, and shall serve as the in-building point-of-contact person when a student is believed to be at an elevated risk for suicide. Employees who have reason to believe a student is at risk of suicide, or is exhibiting risk factors for suicide, shall report that information to the Building Liaison, who shall, immediately or as soon as possible, establish and implement a response plan with the District Suicide Prevention Coordinator.

III. Annual Staff Training. The Superintendent shall assure that all school building faculty and staff, designated volunteers, and any other personnel who have regular contact with students, including contracted personnel or third-party employees, receive at least two hours of training in suicide awareness and prevention. Such training may include such matters as youth suicide risk factors, warning signs, protective factors, intervention, response procedures, referrals, and postvention and local resources.

IV. Dissemination. Student handbooks and the District's website will be updated each year with the contact information for the Building Suicide Prevention Liaisons, State and community crisis or intervention referral intervention resources. The District Suicide Prevention Plan will be made available on the District's, and each school's respective websites.

District Policy History:

First reading: September 15th 2021

Second reading/adopted: _____

Legal References:

RSA 193-J: Suicide Prevention Education

Other Resources:

- The New Hampshire Department of Education's Bureau of Student Wellness, Office of Social and Emotional Wellness (OSEW), provides resources and technical assistance to school districts to work collaboratively with their community to respond to the needs of students through a multi-tiered system of support for behavioral health and wellness. For further information see: www.nhstudentwellness.org
- American Foundation for Suicide Prevention (AFSP) - <https://www.afsp.org>
- Suicide Prevention Resource Center - <http://www.sprc.org>
- The National Suicide Prevention Lifeline - <https://www.suicidepreventionlifeline.org>
- The Trevor Project - <https://www.thetrevorproject.org>

ANIMALS IN THE CLASSROOM

~~It is the policy of the Hollis Brookline Cooperative School Board that animals shall not be permitted on school grounds at any time unless permission has been granted by the building principal. However, †~~The Hollis Brookline Cooperative School Board recognizes that under the proper conditions, animals can be an effective teaching aid. In order to protect both children and animals, the superintendent or designee shall establish guidelines for authorized animals to be on school grounds that address the following issues:

1. The bringing of animals into the classroom must not violate city/state/federal ordinances.
2. Animals allowed in a classroom must be for a specific and appropriate educational purpose.
3. All animals must be in good physical condition and vaccinated against transmittable diseases. Dogs, cats, and ferrets require proof of current rabies vaccination.
4. Special consideration should be given to the effect of animals on allergic children.
5. The effective protection of children may include keeping the animal leashed. The animal will be kept in an appropriate cage or container and fecal material will be handled in a sanitary manner.
6. Wild or exotic animals are not permitted in classrooms, unless under the control of a professional animal holder.
7. The principal shall be advised of any animals to be housed in the classroom. At the principal's discretion, permission to keep the animal may be denied.

Animals on School Grounds

Children, parents, and staff will be instructed to keep their own animals off the school grounds during school hours. Any animal brought onto school grounds must be leashed. Owners are responsible for the appropriate behavior of their pet and for the cleanup and removal of any animal waste. Owners asked to remove their animal must do so promptly. Otherwise, the appropriate town official will be called and requested to take suitable action. All owners must comply with posted signage. No animals are permitted on the turf field, the track or any playing surfaces.

~~Unauthorized animals are not allowed in school buildings or on school grounds. Children and staff will be instructed to keep their own animals off the school grounds. The appropriate town official will be called and requested to impound all animals taken into custody by school personnel.~~

1st Reading: September 21, 2005

Adopted: May 21, 2008

Amendment First Reading: August 18, 2021

PUBLIC PARTICIPATION AT BOARD MEETINGS

The primary purpose of School Board meetings is to conduct the business of the Board as it relates to school policies, programs and operations. The Board encourages residents to attend Board meetings so that they may become acquainted with the operation and programs of the schools. All official meetings of the Board shall be open to the press and public. However, the Board reserves the right to meet and to adjourn or recess a meeting at any time. The Board also reserves the right to enter non-public session at any time, in accordance with the provisions RSA 91-A:3.

In order to assure that persons who wish to appear before the Board may be heard and, at the same time, it may conduct its meetings properly and efficiently, the Board adopts as policy the following procedures and rules pertaining to public participation at Board meetings:

~~1. The first~~ The Board will set aside 15 minutes on the agenda~~will be set aside~~ for citizens to address the Board. This period may be extended by a majority vote of the Board. ~~Speakers must provide their name and address and will be allotted three minutes per person.~~

2. In order to comply with minute requirements of RSA 91-A:2, sSpeakers must provide their name and address. and will be allotted three minutes per person.

3. Individual speakers will be allotted 3 minutes per person. Speakers may not relinquish allotted time to another speaker. For specific meetings and/or specific agenda items, the board may at the outset of the public comment period increase or decrease the individual time limit for all speakers.

24. Consistent with RSA 91-A:3, Policy **BEDB**, and the laws pertaining to student and family privacy rights, the Board will not place any matter on the public agenda that is to be properly discussed in a non-public session. Complaints regarding individual employees, personnel or students will be directed to the Superintendent in accord with Policies KE and KEB.

5. The Board reserves the right to limit public discussion at Board meetings to agenda items only. Members of the public who wish to speak at Board meetings regarding an agenda item are encouraged to contact the Board Chair prior to the Board meeting. Members of the public wishing to suggest an item of business should do so according to Policy BEDH

36. All speakers are to conduct themselves in a civil manner. Obscene, libelous, defamatory or violent statements will be considered out of order and will not be tolerated. The Board Chair may terminate the speaker's privilege of address if the speaker does not follow this rule of order.

Persons appearing before the Board are reminded that members of the Board are without authority to act independently as individuals in official matters. Questions shall be directed to the Board Chair.

Legal Reference:

RSA 91-A:2, Meetings Open to Public

RSA 91-A:3, Non-Public Sessions

Adopted: May 3, 2004

Amended: October 19, 2011

Amendment First Reading: August 18, 2021

DRAFT

STUDENT CONDUCT, DISCIPLINE AND DUE PROCESS

Safe School Zone

The Hollis Brookline Cooperative School Board endorses the following principles of student conduct:

- I. Respect for law and those given authority to administer it shall be expected of all students. This includes conformity to School Board policies, school rules, and applicable state and federal laws. ~~as well as to general provisions of the law regarding minors.~~
- II. Respect for the rights of others, consideration of their privileges, and cooperative citizenship shall be expected of all members of the school community.
- III. Respect for the real and personal property, pride in one's work, and exemplary personal standards of courtesy, decency, honesty, and wholesome attitudes shall be maintained.
- IV. Respect for individual worth is the obligation of the school. Diligence and a desire to benefit from the opportunity is the obligation of the student.

The Board expects student conduct to contribute to a productive learning climate. Individual rights are to be honored and protected in all instances; however, the rights of one individual shall not take precedence over those of another individual or of the group itself, and all students shall have equal rights and equal responsibilities in the classroom or at any school-sponsored activity.

The Board further recognizes the right of each school to establish disciplinary procedures in accordance with RSA [193:13](#) and RSA 193-D through the development of administrative procedures which are approved by the Superintendent or their designee. ~~Due process shall be afforded to any student involved in a proceeding which may result in suspension, exclusion, or expulsion. Students expelled from school may be reinstated by the Board under the provisions of RSA [193:13](#). Student due process rights shall be printed in the Parent-Student Handbook will be made available in another language or presented orally upon request.~~

~~The Superintendent may modify expulsion requirements as provided in RSA [193:14, IV](#). In addition, the District shall comply with the provisions of the Individual With Disabilities Education Act (IDEA) when disciplining students.~~

At all times, students are required to conduct themselves in accordance with behavioral standards set forth in the student handbook and all other applicable Board policies and all District or school rules. Failure to comply can lead to disciplinary consequences as set forth in this policy and applicable law. Due process shall be afforded to any student involved in a proceeding which may result in suspension, or expulsion. Student due process rights shall be printed in the Parent-Student Handbook and will be made available in another language or presented orally upon request.

~~Students facing discipline will be afforded all due process rights given by law. The Superintendent or their written designee is authorized to suspend any student for ten days or less for violations of school rules or policies. Should the Superintendent desire to extend a suspension beyond 10 days, or seek expulsion of a~~

~~student, such student will be afforded a hearing consistent with the provisions of RSA 193:13, I (b) and (c); N.H. Dept. of Education Rule 317.04, and Board Policy (**)/JICD. D.2.~~

~~If a student is disabled under the Individuals with Disabilities Act (IDEA), the New Hampshire RSA 186-C, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act,~~

- I. Disciplinary Measures – "Definitions".** Disciplinary measures may include, but are not limited to, removal from the classroom, detention, in-school suspension, out-of-school suspension, restriction from activities, ~~probation~~, and expulsion.
- A. "Removal from the classroom" means a student is sent to the building administration's office. It is within the discretion of the person in charge of the classroom to remove the student.
 - B. "Detention" means the student's presence is required for disciplinary purposes before or after the hours when the student is assigned to be in class. The building Principal is authorized to establish guidelines or protocol for when detention shall be served (either before school or after school). Whether a student will serve detention, and the length of the detention, is within the discretion of the licensed educator disciplining the student or the building Principal.
 - C. "Saturday detention" means a student serves a detention at school between 8 AM until 12:00 PM on Saturday as assigned by administration. Examples of infractions that may merit a Saturday detention include but are not limited to failure to report to regular detention, verbally aggressive, inappropriate or hostile behavior, bullying/harassment, and any other offense that requires administrative action and a consequence greater than a detention. The building Principal or designee has the authority to assign a student to a Saturday morning detention.
 - D. "In-school suspension" means the student will attend school but will be temporarily ~~removed~~ isolated from one or more classes while under supervision. An in-school suspension will not exceed ten (10) consecutive school days.
 - E. "Out-of-school suspension" means the temporary denial of a student's attendance at school for a specific period of time. ~~for gross misconduct, for neglect, or refusal to conform to school rules or policies.~~
 - F. "Short-term suspension" means a suspension of ten (10) consecutive school days or less under Ed 317.04(a)(1). RSA 193:13, I(a).
 - G. "Long-term suspension" means an extension of the continuation of a short-term suspension for up to ten (10) additional consecutive school days under RSA 193:13, I (b)-(c). ~~, and also means a suspension in excess of ten (10) school days under Ed 317.04(a)(2).~~
 - H. "Restriction from school activities" means a student will attend school, classes, and practice but will not participate in other school extra-curricular activities, including competitions.
 - I. ~~"Probation" means a student is given a conditional suspension of a penalty for a definite period of time in addition to being reprimanded. The conditional suspension will mean the student must meet the conditions and terms for the suspension of the penalty. Failure of the student to meet these conditions and terms will result in immediate reinstatement of the penalty.~~
 - J. "Expulsion" means the permanent denial of a pupil's attendance at school for any of the reasons listed in RSA 193:13, II ~~and III.~~

II. Standards for Removal from Classroom and Detention.

- A. Students may be removed from the classroom at the classroom teacher's discretion if the student refuses to obey the teacher's directives, becomes disruptive, fails to abide by school rules or policies, or otherwise impedes the educational purpose of the class.
- B. Classroom teachers may assign students to detention for ~~similar conduct~~ conduct outlined in Paragraph IIA.
- C. The building Principal or designee may assign students to detention, including Saturday detention, under the same standard for conduct outlined in Paragraph IIA.

III. Standards for In-School Suspension and Restriction of Activities, ~~and Probation.~~

The building Principal or designee is authorized to issue in-school suspensions or restrictions of activities ~~or~~ ~~place a student on probation~~ for any failure to conform to school or School District policies or rules, or for any conduct that causes material or substantial disruption to the school environment, interferes with the rights of others, presents a threat to the health and safety of students, employees, and visitors, is otherwise inappropriate, or is prohibited by law.

Restriction of activities may also be issued pursuant to rules or policies pertaining to specific clubs or teams.

IV. Process for Out-of-School Suspension.

The building Principal or designee is authorized to issue short-term suspensions. The Superintendent is authorized to issue long-term suspensions. power of suspension is authorized for gross misconduct, for neglect, or refusal to conform to School District policies and rules as follows:

A. Short-term Suspensions. The building Principal or designee (as designee of the Superintendent) is authorized to suspend a student for ten (10) consecutive school days or less. ~~*The Principal shall consult with the Superintendent prior to issuing any suspension.~~ A suspension may be imposed for:

- Behavior that is detrimental to the health, safety, or welfare of pupils or school personnel; or
- Repeated and willful disregard of the reasonable rules of the school that is not remediated through imposition of the district's graduated sanctions.

1. During a short-term suspension, unless otherwise stipulated in writing, a suspended student is not permitted to attend school classes or activities, school sponsored events, or be on school property for the duration of the suspension.

2. As required by RSA 193:13(a), educational assignments shall be made available to the suspended pupil during the period of suspension.

~~32. Due process standards for short term suspensions (ten (10) days or less) will adhere to the requirements of Ed 317.04(f)(1).~~ A student who is subject to a short-term suspension (ten school days or fewer) is entitled to the following due process:

- a. The student will meet with the building principal or assistant principal to discuss the charges and the evidence against the student. The principal or assistant principal will inform the student of the possibility of a short-term suspension.
- b. The student will be given an opportunity to present his or her side of the story at this meeting.
- c. The student and at least one of the student's parents/guardians will receive a written statement explaining any disciplinary action taken against the student.

4. Depending on the severity of the student's conduct, the building Principal or designee may also refer or recommend the student to the Superintendent or to the School Board for further disciplinary consequences.

B. Long-term Suspensions. The Superintendent is authorized to continue the suspension and issue a long-term suspension up to an additional ten (10) consecutive school days. of a pupil for a period in excess of ten (10) school days, provided only that ~~i~~ If the Superintendent issued the original short-term suspension, then the School Board may designate another person to continue the short-term suspension and issue the long-term suspension for up to an additional ten (10) consecutive school days.

A long-term out-of-school suspension may be imposed for:

- An act of theft, destruction, or violence as defined in RSA 193-D;
- Bullying pursuant to school district policy, (JICK) when the student has not responded to targeted interventions and poses an ongoing threat to the safety or welfare of another student; or
- Possession of a firearm, BB gun, or paintball gun.

1. During a long-term suspension, unless otherwise stipulated in writing, a suspended student is not permitted to attend school classes or activities, school sponsored events, or be on school property for the duration of the suspension.

24. Prior to a long-term suspension, the student is entitled to the following due process:

a. Prior to any hearing, there shall be a written communication to the student and at least one of the student's parents or guardians, delivered in person or by mail to the student's last known address, which states the charges and an explanation of the evidence against the student.

b. A hearing that meets the requirements of Ed 317.04(f)(3)(g).

1. The school officials shall present evidence in support of the charges and the student (or the student's parent/guardian) shall have an opportunity to present any defense or reply.

2. During the hearing, the student, parent/guardian shall have the right to examine any witnesses presented by school officials.

3. The hearing shall be either public or private and the choice shall be that of the student or the parent/guardian. Provided, nevertheless, that if the nature of the evidence will violate the privacy of other students or if the Superintendent or School Board determines that substantial harm to the pupil could result from an ill-conceived decision to hold the hearing in public, then the Board reserves the right and obligation to insist upon a private hearing.

4. The student may, together with a parent/guardian, waive the right to a hearing and admit to the charges.

c. The student is entitled to a written decision which includes the legal and factual basis for the conclusion that the student should be suspended.

d. The written decision shall include notice to the student that the decision may be appealed.

~~will be afforded an informal hearing on the matter. The informal hearing need not rise to the level and protocol of a formal hearing before the School Board, but the process must comply with the requirements of Ed 317.04 (f)(2) and Ed 317.04 (f)(3)(g), including, without limitation, the requirements for advance notice and a written decision.~~

32. For a long term suspension issued by Superintendent, the decision must be appealed in writing to the School Board within ten days after the issuance of the decision. The School Board will hold a hearing on the appeal but has the discretion to hear evidence or to rely upon the hearing conducted by the Superintendent. Any suspension in excess of ten (10) school days, as described in Paragraph 2 of this Section, is appealable to the School Board, provided the Superintendent receives the appeal in writing within ten (10) days after the issuance of the [Superintendent]'s decision described in Paragraph

4. For a long term suspension issued by the School Board, the decision must be appealed to the New Hampshire State Board of Education within 20 days after receipt of the decision.

~~53. The long-term suspension shall remain in effect while an appeal is pending unless the School Board stays the suspension. Any suspension in excess of ten (10) school days shall remain in effect while this appeal is pending.~~

~~6. Depending on the severity of the student's conduct, the Superintendent may also refer or recommend the student to the School Board for further disciplinary consequences.~~

V. Process for Expulsion.

A. Any pupil may be expelled by the School Board for an act that poses an ongoing threat to the safety of students or school personnel and that constitutes:

- A repeated act that would permit a long term suspension;
- Any act of physical or sexual assault that would be a felony if committed by an adult;
- Any act of violence that constitutes a "violent crime" pursuant to RSA 651:5, XIII; or
- Criminal threatening that constitutes a class B felony pursuant to RSA 631:4, II(a).

During an expulsion, unless otherwise stipulated in writing, a student is not permitted to attend school classes or activities, school sponsored events, or occasion school property.

~~(a) an act of theft, destruction, or violence as defined in RSA Chapter 193-D, (b) for possession of a pellet paint ball gun or BB gun or rifle as provided by RSA 193:13, II, or (c) for gross misconduct, or for neglect or refusal to conform to the reasonable rules of the school.—~~

~~An expulsion under this paragraph will run until the School Board restores the student's permission to attend school. A student seeking restoration of permission to attend school shall file a written request with the Superintendent which details the basis for the request.— The Board will determine whether and in what manner it will consider any such request.~~

~~B. Additionally, any pupil may be expelled by the School Board for bringing or possessing a firearm as defined in Section 921 U.S.C. Title 18 in a safe school zone, as defined in RSA 193-D:1, unless such pupil has written authorization from the Superintendent. Any expulsion under this provision shall be for a period of not less than twelve (12) months.~~

CB. Prior to any expulsion, the District will ensure that the due process standards set forth in RSA 193:13 and Ed 317.04(f)(3) are followed. Specifically, students are entitled to the following due process:

1. There shall be a written notice to the student and at least one of the student's parents or guardians, delivered in person or by mail to the student's last known address, which states the date, time, and place for a hearing before the School Board. The notice shall be delivered to the student and at least one of the student's parents/guardians at least five calendar days prior to the hearing.
2. The School Board shall conduct the hearing in accordance with New Hampshire Administrative Rule Ed 317.04(f)(3)(g).

a. The school officials shall present evidence in support of the charges and the student (or the student's parent/guardian) shall have an opportunity to present any defense or reply.

b. During the hearing, the student, or the parent/guardian shall have the right to examine any witnesses presented by school officials.

c. The hearing shall be either public or private and the choice shall be that of the student or the parent/guardian. Provided, nevertheless, that if the nature of the evidence will violate the privacy of other students or if the Board determines that substantial harm to the pupil could result from an ill-conceived decision to hold the

hearing in public, then the Board reserves the right and obligation to insist upon a private hearing.

d. The student may, together with a parent/guardian, waive the right to a hearing and admit to the charges.

3. Before expelling a pupil under this section the local School Board or chartered public school board of trustees shall consider each of the following factors:

a. The student's age;

b. The student's disciplinary history;

c. Whether the student has a disability;

d. The seriousness of the violation or behavior committed by the student;

e. Whether the school district has implemented positive behavioral interventions;

f. Whether a lesser intervention would properly address the violation or behavior committed by the student.

4. The School Board shall issue a written decision stating whether the student is expelled and, if so, the length of the expulsion. If the decision is to expel, the decision must include the legal and factual basis for the decision including the specific statutory reference prohibiting the act for which the student is expelled.

C. An expulsion under this paragraph will run until the School Board reviews it and restores the student's permission to attend school. A student seeking restoration of permission to attend school shall file a written request with the Superintendent which details the basis for the request prior to the start of each school year. The Board will determine whether and in what manner it will consider any such request.

D. Any decision by the Board to expel a student may be appealed to the State Board of Education **at any time while the expulsion remains in effect.**

E. The Superintendent of Schools is authorized to modify the expulsion or suspension requirements of Sections **IV.B. and Section V E.1 and E.2** above on a case-by-case basis.

VI. Possession of a Firearm

Pursuant to RSA 193:13, IV, any student who brings or possesses a firearm (as defined in 18 U.S.C. § 921) in a safe school zone, as defined in RSA 193-D:1 without written authorization from the Superintendent or designee shall be expelled from school by the Board for a period of not less than 12 months.

Pursuant to RSA 193:13, VI, a student who is expelled from school in another state under the provisions of the Gun Free School Zones Act of 1994 shall not be eligible to enroll in the Hollis Brookline Cooperative School District during such expulsion. If the out of state expulsion is for an indefinite period of time, the student may petition the School Board for enrollment upon establishing residency.

As provided in RSA 193:13, VII, both of the above expulsions may be modified by the Superintendent upon review of the specific case in accordance with other applicable law. The expelled student must submit a written application to the Superintendent requesting modification of the expulsion, and the student will be required to submit sufficient evidence in the form of letters, work history, or other documents that it is in the school's best interest and the student's best interest to allow a modification.

VII. Alternative Educational Services

The school district will provide alternative educational services to a student whenever the student is suspended in excess of twenty (20) cumulative days within any school year. Such alternative educational services will be determined by the school Principal or Assistant Principal and shall be designed to enable the student to advance from grade to grade.

No student shall be penalized academically solely by virtue of missing class due to suspension.

VIII. Behavior Intervention Plans

The student's school will develop an intervention plan for any student who has been suspended more than ten (10) cumulative school days in any school year. The intervention plan will be designed to proactively address the student's problematic behaviors.

IX. Sub-committee of Board. For purposes of sections ~~IVD~~ and ~~VE~~ of this policy, "Board" or "School Board" may either be a quorum of the full Board, or a subcommittee of the Board duly authorized by the School Board.

X. Code of Conduct

The School Board authorizes the Superintendent to establish a Code of Conduct which will contain a system of supports and consequences designed to correct student misconduct and promote behavior within acceptable norms. The Code of Conduct will include a graduated set of age appropriate responses to misconduct and will set forth standards for short term suspensions up to five (5) school days, short term suspensions up to ten (10) school days, long-term suspensions up to 20 school days, and expulsion. Such standards will make reference to the nature and degree of disruption caused to the school environment, the threat to the health and safety of pupils and school personnel, and the isolated or repeated nature of incidents forming the basis of disciplinary action.

~~XI.~~XI. Disciplinary Removal of Students with Disabilities.

Discipline of students with identified or suspected disabilities will be in accordance with the Individuals with Disabilities Education Act of 2004, New Hampshire State Law on Special Education (RSA 186-C), New Hampshire Standards for the Education of Children with Disabilities (Ed 1100), and Section 504 of the Rehabilitation Act of 1973. If a student is disabled under the Individuals with Disabilities Act (IDEA), the New Hampshire RSA 186-C, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, or any other law providing special rights to disabled students, those laws shall govern and shall supersede these local policies to the extent these local policies are inconsistent with those laws. Accordingly, any suspension or expulsion of a child with a disability as defined in Ed 1102.01(t) shall be in accordance with Ed 1124.01.

~~XI.~~XI. Notice and Dissemination.

This policy and school rules which inform the student body of the content of RSA 193:13 shall be printed in the student handbook and made available on the District's website to students, parents, and guardians at the beginning of the school year. The Principal or designee shall also inform the student body concerning this policy and school rules which address the content of RSA 193:13 through appropriate means, which may include posting and announcements. **See: Ed. 317.04(d).**

Legal References:

RSA 189:15, Regulations

RSA 193:13, Suspension & Expulsion of Pupils

RSA Chapter 193-D, Safe Schools Zones

RSA 193-F, Pupil Safety and Violence Prevention

NH Code of Administrative Rules, Section Ed 306.04(a)(3), Discipline
NH Code of Administrative Rules, Section Ed 306.04(f), Student Discipline Policy
NH Code of Administrative Rules, Section Ed 317.04, Suspension and Expulsion of Pupils Assuring Due
Process Disciplinary Procedures
In re Keelin B., 162 N.H. 38, 27 A.3d 689 (2011)
See Appendix: [JICD-R](#)

| First reading: ~~May 19, 2021~~

DRAFT