

**CITY OF PORTSMOUTH**  
**NEW HAMPSHIRE**  
School Department

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**RFP # 18-17**  
**REQUEST FOR PROPOSALS**  
**SPECIAL NEEDS STUDENT TRANSPORTATION SERVICES**  
**FOR THE**  
**PORTSMOUTH SCHOOL DEPARTMENT,**

a charter department of the City of Portsmouth, New Hampshire is seeking proposals from interested companies to provide special needs student transportation for the Portsmouth School Department, hereinafter referred to as "School Department".

**Sealed** Request for Proposals, **plainly marked "RFP #18-17 Special Needs Student Transportation Services for the Portsmouth School Department on the outside of the mailing envelope, as well as the sealed envelope containing the RFP,** shall be addressed to:

Ms. Lori MacGinnis, Purchasing Coordinator  
City of Portsmouth  
1 Junkins Avenue,  
Portsmouth, NH 03801

Proposals will be accepted until 2:00 p.m. on NOVEMBER 3, 2016.

A pre-proposal meeting will be held at the Portsmouth School Board Conference Room, located at City Hall, One Junkins Avenue, Portsmouth, NH 03801, beginning at 10:30 a.m., OCTOBER 20, 2016.

This Request for Proposals may be obtained from the Finance/Purchasing Department located on the third floor at City Hall, 1 Junkins Avenue, Portsmouth NH, 03801, by calling the Purchasing Coordinator at 603-610-7227 or from our website <http://www.cityofportsmouth.com/finance/purchasing.htm>.

Addenda to this RFP document, if any, including written answers to questions, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the project heading. Addenda and updates will **NOT** be sent directly to vendors.

The School Department reserves the right to reject any and all proposals, either in part or in total, and shall make an award in the best interest of the School Department.

**CITY OF PORTSMOUTH, NH  
SCHOOL DEPARTMENT  
RFP No. 18-17  
REQUEST FOR PROPOSALS**

**SPECIAL NEEDS STUDENT TRANSPORTATION SERVICES  
FOR THE PORTSMOUTH SCHOOL DEPARTMENT**

**Sealed Proposals, plainly marked RFP #18-17 “Special Needs Transportation Services for the Portsmouth School Department” on the outside of the mailing envelope, as well as the sealed envelope containing the proposal** addressed to:

Ms. Lori MacGinnis, Purchasing Coordinator  
City of Portsmouth  
1 Junkins Avenue,  
Portsmouth, NH 03801

Proposals will be accepted until 2:00 p.m. **NOVEMBER 3, 2016**. Four (4) copies of the proposal must be submitted.

A pre-proposal meeting will be held in the School Board Conference Room, at City Hall, One Junkins Avenue, Portsmouth, NH 03801, at 10:30 a.m., October 20, 2016.

**SUMMARY**

The School Department is seeking proposals from interested companies to provide special needs transportation services for the Portsmouth School Department. Transportation must be provided for designated head start, pre-school, elementary, middle, high school, and career technology center students, along with required athletic, co-curricular, field trip, and out-of-district busing. Such routes and on such schedules as shall be designated and approved by the School Department. As used in the RFP, School Department shall refer to the City of Portsmouth School Department which is a charter department of the City of Portsmouth.

The term of the Contract is five (5) years commencing on July 1, 2017 and concluding June 30, 2022. The School Department and Contractor may agree on Contract extensions not exceed a total of five years, subject to the negotiation of mutually agreed to terms and conditions. Any extension shall be finalized no later than six (6) months prior to the end of the Contract term. The terms of the Contract negotiated with the highest ranking firm is anticipated to include terms substantially similar to those found in the draft agreement included with the RFP document.

**SPECIFICATIONS**

Included with this RFP is a detailed list of specifications describing the scope and conditions of the proposed transportation services. These specifications should be reviewed carefully as they are anticipated to form part of the final Contract with the selected firm. The 2016–2017 ridership is as follows:

- \* Pre-K / Head Start            15 Riders (1 student receives wheelchair accommodations)
- \* Kindergarten – Grade 5    13 Riders
- \* Grades 6 – 12                16 Riders

## **PROPOSAL REQUIREMENTS**

Each proposal shall include the following components:

1. Cover Letter
2. Brief Description of the Company
3. Experience Statement identifying similar work and shall identify the key personnel
4. Price Proposal Form(s)
5. Fleet Listing
6. List of References
7. Non-Collusive Bidding Certification
8. General Bidder Certifications and Disclosures
9. Acknowledgment by Contractor

Four (4) copies of the proposal must be submitted. Contractors are encouraged to provide any additional information about their services, firm, customer service program, management structure, and capabilities as may assist the School Department in its review. **Contractors shall identify any components of the Specifications which Contractor is not prepared to meet or which Contractor seeks to put forth an alternative.**

## **PROPOSAL CONTENTS AND EVALUATION CRITERIA**

All elements of the Proposal shall be reviewed and considered including, but not limited to, costs, fleet, driver training, demonstrated ability to provide required services, references, and such other features as solely determined by the School Department. The School Department reserves the right to interview Contractor(s) to discuss their submission.

Upon completion of the review and any interviews, the School Department will enter into negotiations with the highest ranked firm. If a Contractor agreement cannot be reached, the School Department may proceed to the next highest ranked firm. The School Department may hire one Contractor for all identified services or the School Department may award separate Contracts for separate services if it is deemed to be in the best interest of the School Department.

The written Contract shall be in a form acceptable to the School Department, including all the conditions and specifications of this Request for Proposal, as well as any additional documents that may be issued by the School Department, or any documents that may be developed in conjunction with the Contractor.

## **RESERVATION OF RIGHTS**

The School Department of Portsmouth reserves the right to reject any and all proposals, to waive technical or legal deficiencies, to make such investigation as it deems necessary to evaluate Contractor's qualifications, to accept any proposal that may be deemed in the best interest of the School Department and to negotiate terms and conditions of any proposal leading to acceptance and final execution of a Contract for services.

## **ADDITIONAL INFORMATION**

Questions should be directed in writing to Mr. Steve Bartlett, Business Administrator, Portsmouth School Department, One Junkins Avenue, Suite 402, Portsmouth, NH 03801. 603-431-5080. [sbartlett@portsmouth.k12.nh.us](mailto:sbartlett@portsmouth.k12.nh.us)

## SPECIFICATIONS

### GENERAL CONDITIONS

**1. SCHOOL START TIMES:** The School Department is considering changing start time for students. Therefore, we request that proposals be submitted in three (3) scenarios:

- **Scenario 1:** Status Quo

School Name	Start Time	End Time
Dondero School – PEEP Program	9:00	12:00
Dondero School	8:40	3:15
Little Harbour School	8:40	3:15
New Franklin School	8:20	2:40
Portsmouth Middle School	7:30	2:11
Portsmouth High School	7:30	2:30
Robert J. Lister Academy	8:20	2:30

- **Scenario 2:** Later Start Times for Portsmouth Middle School and Portsmouth High School; Status Quo for Elementary Schools

School Name	Start Time	End Time
Dondero School – PEEP Program	9:00	12:00
Dondero School	8:40	3:15
Little Harbour School	8:40	3:15
New Franklin School	8:20	2:40
Portsmouth Middle School	8:20	3:00
Portsmouth High School	8:20	3:15
Robert J. Lister Academy	8:20	2:30

- **Scenario 3:** Later Start Times for Portsmouth Middle School and Portsmouth High School; Earlier Start Times for Elementary Schools

School Name	Start Time	End Time
Dondero School – PEEP Program	9:00	12:00
Dondero School	7:30	2:05
Little Harbour School	7:30	2:05
New Franklin School	7:30	2:05
Portsmouth Middle School	8:20	3:00
Portsmouth High School	8:20	3:15
Robert J. Lister Academy	8:20	2:30

In addition, the School District is interested in a version of the proposal which changes from diesel-powered buses to propane-powered buses.

- 2. TERM OF CONTRACT:** The term of the Contract is five (5) years commencing on July 1, 2017 and concluding June 30, 2022. The School Department and Contractor may agree on Contract extensions not to exceed a total of five years, subject to the negotiation of mutually agreed to terms and conditions. Any extension shall be finalized no later than six (6) months prior to the end of the Contract term.
- 3. NON-APPROPRIATION:** The Contract shall include a non-appropriation clause which states, “in the event that sufficient funds are not appropriated for student and/or school transportation services during the ensuing fiscal year, the Portsmouth School Department may terminate this agreement by written notice within thirty (30) days of adoption of the School Department budget for the fiscal year in question, and the agreement shall be terminated effectively immediately.”
- 4. PERFORMANCE BOND:** A performance bond in the total amount of the annual Contract will be required. The superintendent may waive this requirement
- 5. PER VEHICLE CHARGES:** The School Department requests a price per day, per vehicle, for home-to-school, school-to-home transportation currently being serviced by three (3) 14-passenger buses based on the actual usage and vehicle features.

Bus usage shall be portal-to-portal based on the Contractor’s facility being located within the City of Portsmouth. The prices shall be provided by the Contractor on the Request for Proposal form attached hereto.
- 6. MONITORS:** The Contractor shall submit a rate per hour for monitors with the length of day as determined by the School Department.
- 7. FIELD/ATHLETIC TRIPS AND OUT-OF-DISTRICT TRANSPORTATION:** Field/Athletic Trips and Out-of-District Transportation shall be charged using an Hourly Rate.

Trip times shall be based on the scheduled time of departure from the designated pick-up location in the School Department to the time of return to the designated drop-off location in the School Department. The School Department and the Contractor will develop a trip log sheet and/or process that are acceptable to the School Department.

**8. ADDING OR SUBTRACTING BUSES:** This Contract envisions the Contractor providing the School Department a per unit price for the necessary vehicles and services. Any additional buses required, or any buses eliminated from the fleet, shall be charged or credited at the per unit price on a per day basis.

If the School Department requests additional time frames for schools that the transportation system cannot accommodate, the Contractor and the School Department shall evaluate and work together to implement the most cost effective solution to meet the desired transportation needs, including outsourcing to other vendors. The School Department reserves the right to modify the length of day for any buses including changing bell times at one or more of the schools within the School Departments.

**9. SPARE VEHICLES:** The Contractor shall maintain a sufficient number of spare vehicles to provide services to the School Department should a vehicle be removed from service for any reason. The spare vehicles shall be maintained by the Contractor at no incremental cost to the School Department. At a minimum the Contractor must have at least two (2) spare 14-passenger buses

**10. SPECIAL SERVICES:** In the event that the School Department requests services that were not envisioned in the pricing structure included in this Contract, the Contractor and the School Department shall negotiate an appropriate rate prior to the implementation of the service. It is the Contractor's responsibility to bring to the attention of the School Department any situation where services are requested but where pricing procedures are not in place. Failure to notify the School Department shall result in the School Department solely determining the price to be paid.

**11. PAYMENT:** The Contractor shall bill the School Department on a monthly basis September through June. Invoices shall be provided in a format acceptable to the School Department. At the initiation of the Contract, the Contractor and the School Departments shall meet to discuss invoicing requirement and timelines.

**12. IDLING:** The School Department will require the Contractor to follow its No Idling policy.

**13. DIESEL FUEL:** The School Department requires all diesel-powered buses to use biodiesel fuel or provide engines with specifications that result in equivalent environmental benefit.

**14. FUEL ESCALATION CLAUSE:** Please provide a fuel fluctuation price for year 1. This amount will be subject to negotiation for succeeding Contract years. For example, if the cost per gallon of fuel exceeds \$X.XX (net of taxes), the School Department shall be responsible for the cost that exceeds the \$X.XX threshold. Conversely, if the cost of fuel is less than \$X.XX per gallon, the Contractor shall provide the School Department a credit for the amount of fuel acquired at less than the \$X.XX price threshold. The amount of fuel shall be limited to that used in direct performance of this Contract based upon the following:

The School Department is exempt from taxes and the cost of fuel shall reflect the price as if purchased directly by the School Department. In order to ensure that the School Department controls its cost of fuel, the School Department shall not reimburse the

Contractor for any fuel costs if the price per gallon exceeds the rate that could be purchased directly by the School Department.

#### **15. EARLY DISMISSALS/CALENDARS/SERVICE CANCELLATIONS**

- A. In the event of early dismissal or late start for students by the School Department or of any school serviced pursuant to this Contract, the Contractor agrees to provide the normal level of bus service for such early dismissal or late start, provided, however, that the School Department shall provide the Contractor with notification as to any such early dismissal or late start or other unique transportation needs.
- B. The Contractor shall follow the calendar for the School Department and all other calendars approved by the School Department.
- C. On days when weather creates a dangerous situation for travel, the Superintendent or his/her designee shall have the authority to determine if transportation shall be provided. The Contractor shall be notified no later than 6:00 AM unless a unique situation prohibits notification. On days when service is delayed, all service shall commence at the end of the announced delay period.

#### **16. INCREASE OR DECREASE OF BUSES**

- A. The School Department reserves the right to increase or decrease the number of buses used in transportation of school children in order to conform to changes in student population, School Department appropriations, or changes in Board Policies. Such decreases shall become effective immediately and any increases shall become effective within three (3) days of written notice to the Contractor.
- B. In the event of such increase or decrease, the contractual obligations herein shall be modified accordance with the final schedule of fees as set forth in Attachment 4.

#### **17. BUS IDENTIFICATION AND ROUTE NUMBER**

- A. The Contractor shall provide the School Department with the Contractor's number designation for all buses and substitute buses to be used in performance of duties pursuant to this Contract prior to the beginning of each school year.
- B. Each bus must operate on its designated route unless an emergency situation exists or the School Department authorized a change in route. No route changes shall be made by the Contractor, or any of the Contractor's employees, without the prior approval of the School Department.
- C. All buses will be labeled Portsmouth School Department
- D. All vehicles shall be owned and/or leased and operated by the Contractor. The name of the owner/operator is to be clearly displayed on the outside of the vehicle. The Contractor shall maintain its vehicles in good running condition and adhere to the NH specifications for School Bus Transportation rules. All school buses supplied by the Contractor in the performance of this agreement shall meet or exceed the standards established by the law governing New Hampshire school bus transportation.



## 18. ROUTE JURISDICTION

- A. All routes, as well as opening and closing times, shall be approved by the Superintendent of Schools or his/her designee. All routes shall be developed by the Contractor and furnished to the School Department in sufficient time (no later than two weeks prior to the start of school) to allow the School Department to review and/or modify the routes. Route development shall be focused on meeting the operating needs and policies of the School Department at the lowest possible cost.
- B. All students shall arrive at their drop-off point no later than 45 minutes after dismissal from school with the exception of out-of-district transportation.
- C. After the start of school, the School Department has the right to add in-district students to existing route structures without additional cost, providing the total number of students is within the parameters of this Contract and the requested change or addition can be handled within the capacity of the existing system and the assigned vehicle(s). Any necessary route changes that require additional cost for the system shall be discussed with and approved by the School Department prior to implementation. The Contractor shall be allowed three working days following the mutually agreed upon request to implement the requested change. When a route change is requested because extreme conditions exist which affect the welfare of a student or his/her family, the Contractor shall make an effort to accommodate the School Department-approved change in less than three days.
- D. The School Department is responsible for providing a copy of the school calendar for each school location assigned to the Contractor. The School Department shall provide a complete list of students with correct addresses and their scheduled destination locations prior to the start of school.
- E. The School Department reserves the right to assign School Department staff members to buses to assist students with special needs. The Contractor is required to cooperate with the School Department to assist in transporting these support staff employees.

**19. MAINTENANCE:** At the Contractor's sole expense, all buses shall be maintained in safe mechanical condition at all times, and shall be properly equipped, cleaned and painted in accordance with any applicable federal laws, New Hampshire Statutes and Rules and Regulations. The Contractor shall develop and maintain a preventive maintenance schedule for all buses. All records based on such maintenance shall be made available to the School Department upon request.

**20. STORAGE OF BUSES:** The Contractor's facility for dispatch and bus parking shall be located within the Portsmouth City limits. The Contractor is responsible for providing secure and adequate parking for all buses when not in service. The Contractor shall supply with its proposal the address of all locations that shall be utilized in the performance of this Contract. The School Department reserves the right to inspect these locations at any time during the term of the Contract.

The designated transportation facility must accommodate parking for the buses to be utilized under this Contract (both route and spare), plus the facility must house the management personnel and drivers assigned to this Contract.

The superintendent may waive this requirement provided the Contractor can meet all its contractual requirements including vehicle availability, route and time schedules.

**21. SCHOOL DEPARTMENT'S RIGHT TO INSPECT BUSES:** All buses must be available at the location agreed upon in Article 3 of this Contract and ready for inspection by the School Department on or before August 20<sup>th</sup> of each school year, as well as at any time thereafter during the school year as deemed necessary by the School Department. The School Department has the right to request maintenance on any bus it believes to be in need of service; however, the maintenance and care of the vehicles shall be the responsibility of the Contractor. The failure on the part of the School Department to request maintenance shall not exempt the Contractor from its duty to maintain the vehicles.

## **22. VEHICLE FEATURES**

- A. The Contractor agrees to provide cost alternatives for integrated child seats.
- B. The Contractor agrees to provide cost alternatives for buses with wheelchair lift-gates and ties downs.
- C. The Contractor agrees to have all vehicles equipped with both a two-way radio system and a cellular telephone that shall be maintained in working order. The Contractor agrees to inform and train the drivers on the appropriate use of any communication devices, and said device shall only be operated pursuant to State and Federal regulations. Driver's cell phone must be powered down at all times while operating the bus, except in the case of emergency. The radios must have a "switch" feature to allow directed transmission to interior or exterior speakers, and all buses must have exterior speakers.
- D. Each bus shall be equipped with two digital cameras. Cameras shall be operational at all times that the vehicle is in service to the School Department, and must be capable of having any audio features disabled. In the event that the School Department requires audio recording, the School Department shall indemnify the Contractor for any claims arising from such recording and shall provide the required signs and notices.
- E. The School Department is requesting that the contractor provide prices for implementing computerized routing software, coupled with GPS technology on each bus.
- F. The School Department requires that the average age of the buses serving the School Department by the Contractor not exceed five and one-half years (5 1/2) years, and in no case will an individual vehicle providing services to the School Department exceed 10 years of age. Failure to maintain the stipulated age requirements during the Contract life shall be considered grounds for default as defined under this specification document. Vehicle age is determined by subtracting the chassis year of the vehicle from the year of the Contract (calculated on September 1st of each year). For example, a bus with a 2009 chassis year, at the beginning of this Contract period (7/1/17) would be considered 8 years old. Vehicle ages will be calculated each Contract year and the Contractor will provide the School Department with a detailed fleet listing by September 15th of each school year stipulating that they meet this age criteria.

- G. The Contractor shall work with the School Department throughout the term of the Contract to explore future technology and vehicles that might assist the School Department or the residents.

**23. COMPLIANCE WITH STATUTES, RULES AND REGULATIONS:** The Contractor shall comply with all provisions of State and Federal laws and local school bus policies regarding school transportation motor vehicles, with all requirements issued in writing by the Commissioner of Motor Vehicles of the State of New Hampshire, and with all requirements of the State Board of Education affecting the transportation of school children, including any enacted or coming into effect during the term of this Contract.

In the event that the School Department or any governmental agency imposes additional equipment requirements other than those set forth herein, or in place at the time of this proposal, on Contractor's vehicles during the term of this Contract which are specific requirements for the operation of this Contract or immediate installation is required for continuing operation of the vehicles, the parties shall negotiate in good faith concerning price increases applicable to such equipment installation.

**24. RESPONSIBILITY FOR STUDENTS**

- A. The Contractor shall be fully responsible for the safety, welfare, conduct and control of students entering the bus, while on the bus, exiting the bus and during the period of transportation. Students shall be considered under the jurisdiction of the School Department from the time they board a bus until the time they exit the bus, at which times all School Department policies apply.
- B. The Contractor has the right to request the suspension of services to students of the School Department when it deems that a dangerous situation exists which may cause an accident or injury if transportation is continued. In such cases the Contractor shall work with the School Department's representative and any other appropriate enforcement agency to resolve existing issues as quickly as possible. The Contractor shall enforce the reasonable rules and regulations of the School Department as they pertain to student transportation and shall abide by the provisions of NH RSA 189:9-a. In all cases the final decision relative to the provision of services rests with the School Department.
- C. The Contractor shall keep accurate records of passenger incidents. All incidents of a serious nature shall be recorded in writing on an Incident Report. The incident shall be reported to the Contractor's Operations Office as soon as possible and the Incident Report completed no later than the next business day. The Operations Office shall review the completed form and forward a copy of the incident report to the School Department Office and the Principal of the school which the student attends. The Contractor shall work with the School Department, school personnel, family, and any other appropriate party to assure that interruption of service is a last resort.

**25. INSURANCE – LIABILITY AND PROPERTY DAMAGE**

- A. The Contractor shall, at its sole expense, purchase and provide Comprehensive General Liability, automobile liability and excess or umbrella policies to protect it and the School Department from any and all claims, demands, actions and causes of actions, damages, costs, loss of service, expenses and compensation, including, but not limited

- to, any and all claims of personal injury, death and property damage, which may, in any way, arise from or out of the acts or omissions or operations of the Contractor pursuant to the terms of this Contract, whether such acts or omissions or operations be performed by the Contractor itself, or anyone directly or indirectly employed by it or any other person or company retained in any way by it to carry on all or a portion of the operations necessary to abide by the terms of this Contract.
- B. The Contractor agrees that the School Department and all officials, employees, volunteers and agents shall be named as an “additional insured” in any and all such insurance policies required by virtue of this Contract, and the School Department shall be entitled to written notice a minimum of thirty (30) days prior to the cancellation of any such policy.
- C. To the fullest extent permitted by law, the Contractor shall protect, indemnify, save, defend and hold harmless the School Department, including its officers, officials, employees, volunteers and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney and paralegal fees, which the School Department and/or its officers, officials, employees, volunteers and agents may become obligated by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly in connection with or under, or as a result of this agreement, but only to the extent caused in whole or in part by any negligent or wrongful act or omission of the Contractor and/or its officers, members, directors, volunteers, employees, subcontractors and/or agents.
- D. Certificates of any and all insurance shall be filed with the School Department prior to August 20th of each school year and the adequacy of such insurance shall be subject to approval by the School Department. Any and all such insurance shall have as a minimum liability coverage as follows:

## 26. GENERAL LIABILITY

Each occurrence: \$10,000,000

**Damage to rented premises (each occurrence): \$1, 000,000**

Medical Expenses (any one person):\$50,000

Personal and Advertising Injury: \$10,000,000

General Aggregate: \$10,000,000

Products – Completed Operations Aggregate: \$10,000,000

**Sexual Misconduct and Molestation: \$1,000,000**

This can be either a separate policy or as an endorsement to the General Liability. If endorsed on the General Liability, it must be clearly stated that the Automobile exclusion on the General Liability policy does not apply to this coverage.

*Automobile Liability* - Combined Single Limit (each accident): \$10,000,000

*Workers' Compensation - WC Statutory Limits*

Employer's Liability - Each accident: \$5,000,000

Disease-each employee: \$5,000,000

Disease-policy limit: \$5,000,000

**Limits may be provided as direct/per occurrence limits or as a combination of per occurrence and umbrella.**

**27. SCHOOL BUS DRIVERS AND MONITORS**

- A. The Contractor shall, at all times, have available a sufficient number of qualified drivers and substitute drivers to fulfill its obligation under this Contract. No bus driver shall transport students until he or she has completed the State required driver-training course conducted by the Contractor. No bus driver shall be considered the employee of the School Department and the Contractor alone shall be responsible for the acts, omissions, conduct and control of any and all personnel in its employ. All bus drivers must be licensed by the State of New Hampshire to operate school buses in accordance with RSA 263:29 and have successfully completed the Criminal Records Check in accordance with RSA189:13a. The Contractor agrees to annually furnish the School Department with a complete list of all persons engaged in the operation of school buses, including substitute drivers. Additionally, the Contractor shall notify the School Department within 24 hours of any additions, deletions or changes to the driver assignment list.
- B. The Contractor shall, at its sole cost, conduct physical examinations of all drivers in compliance with New Hampshire Statutes Chapter SAF-C 1300, School Bus Transportation, Section 1304.02, and Physical Examination.
- C. The Contractor shall, at its sole cost, ensure that school bus driver candidates receive training in compliance with New Hampshire Statutes Chapter SAF-C 1300, School Bus Transportation, Section 1305.2, Pre-Service Instruction, sub-section (c) and that candidates are certified as satisfactorily completing the pre-service instruction program, in accordance with sub-section (d).
- D. During the course of their employment, regular ongoing training shall be provided to drivers and monitors with regards to behavior management, passenger assistance techniques, First Aid and CPR, emergency procedures and other training programs. The School Department reserves the right to offer specialized training as solely determined by the School Department.

Bus drivers shall be neat in appearance, courteous to parents and children, and cooperative with teachers and school officials. No alcoholic beverages or intoxicants may be brought to or consumed upon the School Department's premises or buses utilized pursuant to the Contract by any employee of the Contractor, nor shall any employee be under the influence of or impaired by any alcoholic beverages, intoxicants, or prescription drugs. Additionally, smoking is not allowed on the buses, or on school property, by Contractor's employees prior to or during the provision of services to the School Department's students. The Contractor is required to fully inform its employees of this provision. No alcoholic beverage or intoxicant shall be allowed

at the bus terminals. The School Departments have a “drug free zone” policy on school property.

The Contractor agrees that the School Department or its Superintendent of Schools shall have the right to direct the Contractor to remove from school bus operations any person who in his/her reasonable opinion shall detract from the safe and efficient operation of school buses and/or the safety of the students’ thereon under the Contract, pending an investigation by the Contractor and the School Department into the conduct or actions alleged to cause such detraction. Upon a conclusion by the Contractor and School Department that such allegations are true and that the safe and efficient operation of school buses or the safety of students is impaired, the Contractor shall permanently reassign such person or take other action, as it deems necessary. In the event the Contractor and School Department are unable to agree as to whether the allegations are true or whether the safe and efficient operation of school buses or the safety of students is impaired, and the Contractor desires to return the person to school bus operations, the Contractor and School Department shall meet, confer, and seek to reach an agreement as to an assignment that shall not detract from the safe and efficient operation of school buses or the safety of students. However, if the Contractor and School Department are unable to promptly agree, the School Department may require the removal of the driver and the Contractor shall immediately comply with the School Department’s decision.

The Contractor shall inquire of applicants or place a question on its job application concerning whether an applicant has ever been employed by the School Department, and shall notify the School Department in writing of any affirmative responses which it receives. If the School Department has any information or knows of any reason why the applicant may not be suitable for hire it shall inform the Contractor within twenty-four (24) hours of such notice; but in any event the Contractor is not obligated to obtain the consent of the School Department before it hires any individual.

- E. Monitors may be required on all designated vehicles as stipulated by the School Department. These monitors shall be employed by the Contractor, and it is the Contractor’s responsibility to ensure that the monitors meet all regulatory requirements for the performance of the school bus monitor duties.
- F. For the safety and security of the students, and the efficiency of the student transportation system, it is the School Department’s desire that drivers be consistently assigned to routes beginning with the first day of school. The Contractor shall at all times maximize the consistency of driver assignment to routes so as to minimize impact on students.

## **28. REPORTING OF ACCIDENTS**

The Contractor shall make immediate oral reports and detailed written reports in a format approved by the School Department, within 24 hours of any accident that involves a vehicle engaged in transportation of school children pursuant to this Contract. The School Department reserves the right to be an active participant in any accident review process.

**29. AUTHORITY OF SUPERINTENDENT**

All notices, reports, approvals, instructions, or other written communications required hereunder to be given to, or to be provided by the School Department, shall be deemed properly completed when given to, or provided by, the Superintendent of Schools, or his/her designee.

**30. AVAILABILITY OF CONTRACTOR'S MANAGER**

The Contractor agrees that a manager, or individual with responsibility to make decisions, shall be personally available to the School Department between the hours of 7:00 AM and 4:30 PM on school days, and available by phone at all other times, with whom arrangements may be made in the event of unique transportation needs, emergency situations or unforeseen circumstances including school cancellations. Cell telephone numbers of the Contractor's student transportation managers shall be provided to the School Department and the School Department shall provide the Contractor with the necessary home and cellular telephone numbers for its use. The Contractor shall maintain a "hot line" for the School Department's sole use, which shall be a separate line that is not in hunt rotation. The School Department shall provide to Contractor direct phone numbers to each school in the School Department, including direct phone numbers to the administrative offices. The Contractor shall provide the School Department with the email address of all management and dispatch personnel and said personnel shall check these email addresses periodically throughout the school day.

**31. TRANSITION PLAN**

Contractor shall submit a Transition Plan to the School Department within 30 calendar days after being notified that it will be awarded the Contract. Transition Plan must be approved by the School Department prior to any formal award of the Contract. It must include, at a minimum, a plan for hiring of personnel; securing vehicles; appointing local management personnel; and the procedures and time line(s) for the continuation of the existing program. The Transition Plan will contain information of what will be completed, when and how it will be done, and performance indicators to ensure that everything will be completed fully and timely. While the School Department will provide whatever assistance it can, the responsibility for the development and implementation of the Transition Plan will rest fully with the successful Contractor.

The School Department and Contractor agree there shall be one day of dry runs by the designated driver before each school year begins. These dry runs shall be operated at the times of operation in a normal school day, so as to reflect as closely as possible actual service to be operated at the opening of school.

*DRAFT AGREEMENT*

THIS AGREEMENT MADE THIS \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the PORTSMOUTH SCHOOL DEPARTMENT, a charter department of the City of Portsmouth, located at 1 Junkins Avenue, Suite 402, Portsmouth, NH 03801 (hereinafter referred to as "School Department"), and \_\_\_\_\_ (hereinafter referred to as "Contractor:").

The School Department and Contractor do mutually agree as follows:

1. **DESCRIPTION OF SERVICES.** This Agreement establishes the scope of services, schedule of work and fees for student transportation services. Contractor agrees to provide the services described in the Specifications attached as Exhibit 1.

**The School Department's designated representative for this Contract is the Superintendent of Schools or his/her designee.**

2. **TERM OF THE CONTRACT AND RENEWAL.** The term of the Contract is five (5) years commencing on July 1, 2017 and concluding June 30, 2022. The School Department and Contractor may agree on Contract extensions not to exceed a total of five years, subject to the negotiation of mutually agreed to terms and conditions. Any extension shall be finalized no later than six (6) months prior to the end of the Contract term.
3. **PAYMENT.** Fees will be paid in accord with the Price Proposal Form attached as Exhibit 2. Contractor shall submit invoices as described in the Specifications attached as Exhibit 1.
4. **NON-APPROPRIATION:** The Contract shall include a non-appropriation clause which states, "in the event that sufficient funds are not appropriated for student and/or school transportation services during the ensuing fiscal year, the Portsmouth School School Department may terminate this agreement by written notice within thirty (30) days of adoption of the School Department budget for the fiscal year in question, and the agreement shall be terminated effectively immediately."
5. **PERFORMANCE BOND:** A performance bond in the total amount of the annual Contract will be required. The Superintendent may waive this requirement.
6. **CONTRACT ASSIGNMENT.** Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the prior written consent of the School Department. A sale of stock in a corporation, a change in partners in a partnership, or a change in membership in a LLC, which results in a change in the controlling interest of the Contractor shall be an action that will be considered a Contract assignment under this provision.
7. **ADVERTISING.** Vehicles used in performance of this Contract to transport pupils of the School Department shall not be used to display, either inside or outside of the vehicle, any advertisement (commercial, political, or other) without the prior written authorization of the School Department.



**8. PUBLIC RELATIONS.** The Contractor shall cooperate with the School Department in maintaining a quality public relations program with the parents, community and news media so that any pertinent items affecting the transportation program, or the patrons of the School Department, can be brought to the attention of the public.

**9. BOOKS AND RECORDS.**

- a. The Contractor consents to audits of any and all financial records relating to the proposed Contract by the School Department. It is also understood that any records maintained by the Contractor in connection with the performance of obligations arising out of the Contract, including but not limited to payroll records for drivers and monitors, may be examined at a mutually agreeable time by duly authorized representatives of the School Department, and all records shall be kept for a minimum of 3 years following expiration of the Contract.
- b. The School Department actively seeks reimbursement for specialized transportation from the NH Medicaid to Schools Program. The Contractor is expected to comply with any and all requirements to ensure accurate, acceptable billing. Any and all other information that may be required for Medicaid billing shall be provided in a timely manner, at no additional charge to the School Department. This may include, but is not be limited to, the following: trip logs, attendance sheets, transportation reports, etc.

**10. DEFAULT.** If Contractor fails to furnish service on the date of commencement of the Contract, or should it default in meeting any obligation under this Contract during the duration of the Contract, or should Contractor be delinquent (as determined by the School Department), in its preparation of the procedures required in meeting the terms, conditions and provisions of the specifications in a timely fashion, the Contractor will be notified in writing by the School Department. If within ten (10) days after written notification by the School Department the Contractor has not taken such measures, as will, in the sole and reasonable opinion of the School Department, insure the satisfactory progress and performance of the service, then the School Department shall have the right to declare the Contractor in default and in addition to any other legal or equitable remedies available to it, take the following action:

- a. Withhold any funds due the Contractor under this Contract and have the right of set-off and/or recoupment and/or counterclaim against said funds for any claims for which the School Department might have against the Contractor; and/or
- b. Proceed with another Contractor. The School Department may negotiate a new Contract for transportation with one or more alternative bus company(ies), and Contractor shall be responsible to the School Department for costs incurred in obtaining a substitute Contractor for and during the term of this Contract.

In the event of the failure of the Contractor to provide the transportation services under this Contract the School Department shall have the right to secure other transportation as may be necessary, and charge the cost of same to the accounts due to the Contractor. Deductions shall be made from payments to the Contractor for each day of service not rendered due to

such interruption. The Contractor shall be entitled to written verification of such costs and payments.

The School Department may cancel the Contract if the Contractor becomes insolvent, bankrupt or makes an assignment for the benefit of creditors.

In the event the Contractor is unable to provide the transportation services herein specified because of any act of God, civil disturbance, fire, flood, riot, war, oil or fuel shortage or embargo, governmental action or any condition or cause beyond the Contractor's control, the School Department shall excuse the Contractor from performance under this agreement, and the School Department shall have no further payment obligation under this Contract.

Contractor shall be responsible and obligated for all damages caused by the default and for all costs and damages suffered by the School Department. Such damages are to include reasonable attorneys' fees incurred in enforcing any claim against the Contractor, as well as attorneys' fees incurred in contracting with another party.

**11. INDEMNIFICATION.** Contractor agrees to hold harmless and indemnify the School Department, its officers, agents, or employees from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

- a. any injury to person or damage to property sustained by the Contractor, its agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the Contract, except for such injury or damage arising out of the negligence or willful misconduct of the School Department its officers, agents, or employees;
- b. any injury to person or damage to property sustained by any person, firm, or corporation, caused by any negligent act, default, error or omission of the Contractor, its agents, servants, or employees or of any person, firm, or corporation, directly or indirectly employed by them upon or in connection with performance under the Contract.

The assumption of indemnity, liability and loss hereunder shall survive Contractor's completion of service or other performance hereunder and any termination of this Contract.

The Contractor at its own expense and risk shall defend any legal proceedings that may be brought against the School Department its officers, agents, or employees and shall satisfy any judgment that may be rendered against the School Department its officers, agents, or employees.

**12. PERFORMANCE.** The Contractor and the School Department shall have a grace period of three (3) weeks from the start of school to work out route deficiencies due to unexpected, overcrowded or underutilized buses. The Contractor and School Department shall have time to combine, separate, or change routes due to inadequate time factors. In view of the difficulty the School Department shall suffer by reason of defaults on the part of the Contractor, the following sums are hereby agreed upon and shall be deemed damages for breach of this Contract:

- a. This Contract envisions a quality transportation program where the Contractor promptly acknowledges communication from the School Department and proposes

solutions to operating problems in a timely fashion. When an operating problem is communicated by the School Department to the Contractor, the Contractor shall promptly acknowledge receipt of the communication. When the operating problem is within the sole and exclusive responsibility of the Contractor, the Contractor shall also promptly inform the School Department of the proposed solution and take any necessary corrective action.

- b. The School Department requires that all buses that are utilized in the performance of this Contract have operating and active two-way radios and cellular telephones
  - c. The Contractor and/or drivers may not change any routes without prior School Department approval.
- 13. ENTIRE AGREEMENT** This agreement sets forth the entire agreement between the School Department and the Contractor concerning the subject matter herein. There are no representations, either oral or written, between the School Department and the Contractor other than those contained in this agreement.
- 14. AMENDMENT OF CONTRACT** This Contract may be amended by mutual consent of the parties hereto, but no amendment of this Contract shall be valid unless made in writing and signed by the parties.
- 15. WAIVER** The failure of either party to take action with respect to any breach of any term, covenant, or condition herein, by the other party shall not be deemed a waiver of such term, covenant, or condition, or any other term, covenant, or condition herein contained.
- 16. GOVERNING LAW** This Contract is made pursuant to the laws of the State of New Hampshire and shall in all respects be governed by and construed in accordance with the laws of the State of New Hampshire.
- All actions brought by either party under this Contract shall be instituted and maintained in courts having jurisdiction within the State of New Hampshire.
- 17. SEVERABILITY** In the event that any of the provisions of this Contract are or become invalid or illegal in any respect, the validity or legality of the remaining provisions contained herein shall not be in any way affected.
- 18. JOINT VENTURE** Nothing contained herein shall be deemed to create a joint venture or partnership between the parties hereto.

**PORTSMOUTH SCHOOL DEPARTMENT**

**CONTRACTOR**

\_\_\_\_\_  
Stephan Zdravec, Superintendent of Schools

**BY** \_\_\_\_\_

DATE:

DATE:

\_\_\_\_\_

\_\_\_\_\_

**SUBMITTAL DOCUMENTS**

2016 – 2017 BUS ROUTES

2016 – 2017 SCHOOL CALENDAR

**PRICE PROPSAL FORM TO BE SUBMITTED WITH PROPOSAL**

Pursuant to the Specifications issued by the Portsmouth School Department, the undersigned proposes to provide the services as described herein at the following rates:

**A. Home-to-School Transportation Services:**

**Scenario 1: Status Quo**

School Name	Start Time	End Time
Dondero School – PEEP Program	9:00	12:00
Dondero School	8:40	3:15
Little Harbour School	8:40	3:15
New Franklin School	8:20	2:40
Portsmouth Middle School	7:30	2:11
Portsmouth High School	7:30	2:30
Robert J. Lister Academy	8:20	2:30

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Capacity of Bus					
Number of Buses					
Rate Per Bus	\$	\$	\$	\$	\$
Total for All Buses	\$	\$	\$	\$	\$

**Scenario 2: Later Start Times for Portsmouth Middle School and Portsmouth High School; Status Quo for Elementary Schools**

School Name	Start Time	End Time
Dondero School – PEEP Program	9:00	12:00
Dondero School	8:40	3:15
Little Harbour School	8:40	3:15
New Franklin School	8:20	2:40
Portsmouth Middle School	8:20	3:00
Portsmouth High School	8:20	3:15
Robert J. Lister Academy	8:20	2:30

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Capacity of Bus					
Number of Buses					
Rate Per Bus	\$	\$	\$	\$	\$
Total for All Buses	\$	\$	\$	\$	\$

**Scenario 3: Later Start Times for Portsmouth Middle School and Portsmouth High School; Earlier Start Times for Elementary Schools**

School Name	Start Time	End Time
Dondero School – PEEP Program	9:00	12:00
Dondero School	7:30	2:05
Little Harbour School	7:30	2:05
New Franklin School	7:30	1:50
Portsmouth Middle School	8:20	3:00
Portsmouth High School	8:20	3:15
Robert J. Lister Academy	8:20	2:30

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Capacity of Bus					
Number of Buses					
Rate Per Bus	\$	\$	\$	\$	\$
Total for All Buses	\$	\$	\$	\$	\$

**Propane Alternative**

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Rate per Bus	\$	\$	\$	\$	\$

**B. Monitors:**

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Bus Monitor – Rate per Hour	\$	\$	\$	\$	\$

**C. Field and Athletic Trips And Late Buses:**

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
77/78 Passenger Bus					
<b>Field Trips</b>					
Rate per Hour	\$	\$	\$	\$	\$
<b>Athletic Trips</b>					
Rate per Hour	\$	\$	\$	\$	\$

**D. Software/GPS**

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Rate per Year	\$	\$	\$	\$	\$

**E. Fuel Adjustment Clause**

	2017-2018
Lower Price	\$
Upper Price	\$

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2016

Contractor: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**FLEET LISTING**

**TO BE SUBMITTED WITH PROPOSAL**

Pursuant to Specifications, I hereby certify that the following list is representative of those vehicles that shall be utilized in the performance of this Contract.

Contractor's Name:

\_\_\_\_\_

Authorized Signature: \_\_\_\_\_

<b>Make/Model</b>	<b>Year</b>	<b>Seating Capacity</b>	<b>Fuel Type</b>

Attach additional sheets as required. This page may be copied for additional vehicle listings. If vehicles are not currently under the ownership of the Contractor, adequate documentation demonstrating the ability to obtain the required vehicles must be provided.

**NON-COLLUSIVE BIDDING CERTIFICATION**

**TO BE SUBMITTED WITH PROPOSAL**

Firm Name: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

**A. GENERAL PROPOSAL CERTIFICATION**

The Contractor certifies that he or she shall furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this proposal.

**B. NON-COLLUSIVE PROPOSAL CERTIFICATION**

By submission of this proposal, the Contractor certifies that:

- a. Each Contractor and each person signing on behalf of any Contractor certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
  - 1) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Contractor or with any competitor;
  - 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Contractor and shall not knowingly be disclosed by the Contractor prior to opening, directly or indirectly, to any other Contractor or to any competitor; and
  - 3) No attempt has been made or shall be made by the Contractor to induce another person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.
- b. A proposal shall not be considered for award nor shall any award be made where (a) - (1), (2), and (3) above have not been complied with, provided, however, that if in any case the Contractor cannot make the foregoing certification, the Contractor shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (a) - (1), (2), and (3) above have not been

complied with, the proposal shall not be considered for award nor shall any award be made unless the School Department determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Contractor has (a) published price lists, rates or tariffs covering items being procured, (b) informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any proposal shall be deemed to have been authorized by the Board of Directors of the Contractor, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATIONS/ DISCLOSURES****TO BE SUBMITTED WITH PROPOSAL**

Firm Name: \_\_\_\_\_

**I. Criminal and Civil History.** By submission of this proposal, the Contractor hereby certifies under oath that the Contractor, its directors, partners, principal officers and key employees have no criminal convictions or adverse civil judgments.

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is “no”, the Contractor shall disclose under oath the following:

A. The court, date, docket number, and description of any and all misdemeanor convictions involving moral turpitude, conviction, of a bidding crime and other felony convictions of the bidding Contractor, or the Contractor’s directors, partners, principal officers, or key employees. The term “key employee” for each statement shall include, but is not limited to, any employee who has an ownership interest in the Contractor and any employee who shall have contact with the schools, including all delivery personnel. A “bidding crime” is defined as any act in violation of state or federal law including, but not limited to, fraud, conspiracy, collusion, perjury, or material misrepresentation. The Contractor shall not be required to disclose any conviction which has been annulled by a court.

B. A list of all civil cases, identifying the Court, date, and docket number in which a final verdict was rendered against the bidding Contractor or the Contractor’s directors, partners, principal officers, or key employees on the ground of fraud, misrepresentation, dishonesty, deceit, breach of Contract, or any other matter involving allegations of failure to perform on a Contract.

C. The court, date, docket number, and description of any felony convictions whatsoever of the Contractor, as well as the Contractor’s/vendor’s directors, partners, principal officers, or key employees. The term “key employee” includes, but is not limited to, any employee who has an ownership interest in the Contractor and any employee that shall have contact with the schools, including all transportation personnel. The Contractor shall not be required to disclose any conviction which has been annulled by a court.

**II. Creditor Relationships and Business History.** Contractor hereby certifies that it:

A. Has been in business for \_\_\_\_\_ years.

B. Is current on all undisputed business debts.

C. Has not filed for bankruptcy protection. In the alternative, Contractor filed for bankruptcy protection on \_\_\_\_\_.

**III. Equal Opportunity Employer.** Contractor hereby certifies that it is an Equal Opportunity Employer and that it does not engage in any discriminatory hiring or employment practices.

Yes \_\_\_\_\_ No \_\_\_\_\_

**IV. Safety and Licensure.** Contractor certifies that it holds all permits, licenses and certifications, whether federal or state, necessary to provide transportation services to the School Department and meets all applicable safety standards.

Yes \_\_\_\_\_ No \_\_\_\_\_

**V. Insurances.** Contractor holds all the insurances which shall be required by the School Department.

Yes \_\_\_\_\_ No \_\_\_\_\_

**VI. Criminal Records and Training.** Contractor complies with all criminal records check requirements for its employees and meets all state and federal employee training and licensure requirements.

Yes \_\_\_\_\_ No \_\_\_\_\_

**VII Contract Performance.** Contractor certifies that it has never had a Contract terminated for nonperformance.

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is no, please provide a separate detailed written description of the circumstances giving rise to termination, providing the name, address, and contact information of the terminating party.

*The School Department reserves the right, at its sole discretion, to reject any Proposal which fails to contain the above-referenced certifications or disclosures. The School Department reserves the right, at its sole discretion, to reject any Contractor on the basis of any criminal history, civil litigation credit history or business record which it deems to be adverse to the interests of the School Department.*

Contractor's Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT BY CONTRACTOR**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }      **SS.:**

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*On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, who, being by me sworn, did give oath that the above-referenced certifications and disclosures are true to the best of his/her information, knowledge and belief and further does say that he/she resides at (give address) \_\_\_\_\_; that he/she is the (give title) \_\_\_\_\_ of the (name of corporation) \_\_\_\_\_, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the corporation, and that he/she signed his/her name thereto by like order of their own volition with the intent that the School Department rely upon said statements.*

## **SUPPORTING DOCUMENTS**

Portsmouth School Department 2016-2017 School Calendar

	M	T	W	TH	F		M	T	W	TH	F	
<b>August</b>	22	23	24	25 Teacher WS Day	26 Teacher WS Day							
3	29 Students 3-9	30 Students 1-12	31 Students 1-12									
<b>September</b>				1 Students 3-12	2 Labor Day Break		<b>February</b>		1	2	3	
20	5 Labor Day	6 Students K - 2	7	8	9	18	6	7	8 ERD	9	10	
	12	13	14 ERD	15	16		13	14	15	16	17	
	19	20	21	22	23		20	21	22	23	24	
	26	27	28	29	30		27 Winter Break	28 Winter Break				
<b>October</b>	3	4	5	6	7 WS Day		<b>March</b>		1 Winter Break	2 Winter Break	3 Winter Break	
19	10 Columbus Day	11	12	13	14	19	6	7	8	9	10	
	17	18	19 ERD	20	21		13	14	15	16	17 WS Day	
	24	25	26	27	28		20	21	22	23	24	
	31						27	28	29	30	31	
<b>November</b>		1	2	3	4		<b>April</b>	3	4	5	6	7
17	7	8 Election Day No School students	9	10	11 Veteran's Day	15	10	11	12 ERD	13	14	
	14	15	16	17	18		17	18	19	20	21	
	21	22	23 Thanksgiving Break	24 Thanksgiving Day	25 Thanksgiving Break		24 Spring Break	25 Spring Break	26 Spring Break	27 Spring Break	28 Spring Break	
	28	29	30									
<b>December</b>				1	2		<b>May</b>	1	2	3	4	5
16	5	6	7	8	9	22	8	9	10 ERD	11	12	
	12	13	14 ERD	15	16		15	16	17	18	19	
	19	20	21	22 ERD	23 Holiday Break		22	23	24	25	26	
	26 Holiday Break	27 Holiday Break	28 Holiday Break	29 Holiday Break	30 Holiday Break		29 Memorial Day	30	31			
<b>January</b>	2 New Year's Break	3	4	5	6		<b>June</b>				1	2
19	9	10	11 ERD	12	13	12	5	6	7	8	9	
	16 MLK Day	17	18	19	20		12	13	14	15	16 Last day Students	
	23	24	25 *After 90 <sup>th</sup> day No school students	26	27		19 WS Day	20	21	22	23	
	30	31										

\* day will move if snow days/cancelled days

ERD - Early Release Days

Board Approved 03-22-16 ERD ADDED 03-17-16 UPDATED 03-25-16