

EUREKA COUNTY SCHOOL DISTRICT
TRANSPORTATION USE OF DISTRICT VEHICLES
BY NON-SCHOOL GROUPS

The Eureka County Board of School Trustees (Board) recognizes that there are several local and independent groups who occasionally need vehicles that are capable of transporting large numbers of people. However, NRS 392.360 is very definite in limiting the use of school vehicles “to the transportation of public school pupils to and from officially recognized school activities. However, NRS 277.045 allows “any political subdivision, including school districts, to enter into a cooperative agreement with another political subdivision which may include the furnishing or exchange or personnel, equipment, property or facilities of any kind, or the payment of money:” Therefore, to the extent possible and realizing that its primary responsibility for transportation is to its students and staff members and understanding the obligation that is has to its taxpayers for a strict accounting of the Eureka County School District’s (District) revenue and expenditures, the Board will attempt to make vehicles available to non-school groups which are sponsored by another political subdivision, provided that an Interlocal Cooperative Agreement is officially approved and signed by the governing boards of both political subdivisions, subject to adherence to the regulations that follow.

1. The political subdivision shall carry a minimum of \$2,000,000.00 combined single limit liability insurance for bodily injury and property damage, a minimum of \$1,000,000.00 uninsured motorist insurance and physical damage insurance equal to the actual cash value of the vehicle at the time of a potential loss. The political subdivision will provide the District with a certificate of insurance which reflects the above requirements, coverages and limits and which names the District as an “additional insured” under the political subdivision’s insurance policy;
2. If the activity requires bus transportation, the political subdivision must use one of the drivers approved by the District, all of which must be licensed and approved by the Nevada Department of Transportation;
3. The District shall not be responsible for paying the driver’s wages or any other financial conditions that may be required of the political subdivision by the driver;

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4. The political subdivision shall be responsible to pay the fuel costs associated with each and every activity trip;
5. The political subdivision must release the District from any and all liability that may arise from the political subdivision's use of the District's vehicle or vehicles.

After an Interlocal Cooperative Agreement (Agreement) is memorialized, the District will provide a list of licensed drivers to the political subdivision. Dependent upon reasonable advanced notice and vehicle availability, the District will attempt to provide the political subdivision with a suitable vehicle. The availability, type and model of vehicle to be loaned pursuant to this Agreement will be determined solely by the District.

Legal Reference(s):

NRS 392.360; NRS 277.045.

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