

EEAG - USE OF PRIVATE VEHICLES TO TRANSPORT STUDENTS

Category: Recommended

Related Policies: EEAE

It is the primary responsibility of the Wilton-Lyndeborough Cooperative School District's bus provider ~~Any use of private vehicles~~ to transport students to or from school, field trips, athletic events, or other school functions, ~~On those occasions when the bus provider is unable to transport students to or from field trips, athletic events, or other school functions, individuals providing student transportation~~ must have prior authorization by the Superintendent or his/her designee. The Board specifically forbids any employee to transport students, except the teacher's own children, for school purposes without prior written authorization by the Superintendent or his/her designee. Individuals providing unauthorized student transportation do so at their own expense and liability.

Any employee or private citizen using their own or a rented vehicle to provide school-authorized student transportation must have automobile liability insurance of not less than \$500,000 Combined Single Limit ~~or split limits of \$100,000 bodily injury liability per person/\$300,000 total bodily injury liability insurance per accident/\$100,000 property damage.~~ ~~and provide a Certificate of Insurance naming the District as an Additional Insured.~~ The District will maintain liability insurance, which will be in excess of the owner's primary insurance for authorized student transportation.

Persons under contract with the school district to provide school transportation services must have a valid School Bus Driver Certificate/License in accordance with applicable rules and laws. All vehicles must be approved by the New Hampshire Department of Safety as meeting all applicable school bus safety standards. ~~If operating a vehicle owned by a contracted carrier of passengers, and designed to transport 16 or more passengers (including the driver), the provisions of Policy EEAG apply in place of this paragraph.~~ Parents transporting their own children are exempt from this paragraph, per Department of Safety regulations.

~~Parents~~ ~~Those~~ providing transportation on an incidental basis, i.e., not specifically as part of a contract to transport, ~~must have a valid driver's license, and the vehicle used must have a current New Hampshire inspection sticker. A commercial license is required for any vehicle that has a capacity of 16 or more.~~ ~~must meet procedures established in EEAG-R.~~

Parents are permitted to drive other students once Permission and Waiver of Liability forms have been submitted by the student's parents/guardians.

No student shall be sent on school errands using any automobile. No student will transport another student for school authorized transportation

Reimbursement for use of private vehicles may be made, but only if the employee or other person has prior approval of the designated administrator.

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District Policy History:

First reading: September 14, 2010, August 13, 2024

Second reading/adopted: October 12, 2010, August 27, 2024

District revision history: August 27, 2024

Legal References:

NH Statutes

RSA 376:2, VII

Motor Carriage of Passengers

See Also: EEAG-R

NH Dept of Ed Regulation

N.H. Code of Admin. Rules, Saf-C 1304.05

Exemption From School Bus Driver's Certificate

NH Code of Admin. Rules Section Saf-C 1304.05, Exemption From School Bus Driver's Certification

Legal References Disclaimer: These references are not intended to be considered part of this policy, nor should they be taken as a comprehensive statement of the legal basis for the Board to enact this policy, nor as a complete recitation of related legal authority. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

EEAG-R - USE OF PRIVATE VEHICLES TO TRANSPORT STUDENTS

School Year _____

School _____ Date _____

The School Board requires proof of insurance coverage in force on all private vehicles used for the transportation for all school-sponsored activities. The groups that may be transported include, but are not limited to, students, coaches, sponsors, faculty, and chaperones.

This form is to be completed for each private vehicle used for the transportation of school sponsored groups. It is valid for the school year in which it is filed. If the insurance policy expires or is cancelled during the school year, a new statement must be submitted.

Please attach copies of the current vehicle registration, insurance card or policy and a valid driver's license.

DRIVER INFORMATION:

Driver's Name _____ Age _____
Address _____ Phone _____

Valid New Hampshire Driver's License:

Type: _____ Number: _____

VEHICLE REGISTRATION INFORMATION:

Vehicle Make _____ Year _____ Model _____
Inspection Expiration Date _____
License Tag _____

CURRENT STATE INSURANCE INFORMATION:

Name of Insured(s) _____
Policy Number _____
Insurance Company _____
Policy period: From _____ To _____

This policy provides the minimum liability coverage of \$300,000 in the event of an accident and is the primary insurance on the vehicle and occupants.

Combined Single Limit (CSL) or Bodily Injury Limit - per person / per accident

____ Yes

____ No

Insurance Agent _____

Address _____ Telephone _____

I certify that insurance policies, subject to their terms, conditions, and exclusions are at present in force with the company indicated and that the information above is correct. I acknowledge if this information changes during the school year I will provide updated information.

Signature of Owner / Insured

Date

This information above has been verified by:

Signature of Principal or Designee

Date

DRAFT

Wilton Lyndeborough Cooperative School District (SAU 63)

Waiver of Liability and Hold Harmless Transportation Agreement

I understand that SAU 63 and the Wilton-Lyndeborough Cooperative School District ("School District") policies requires that student-athletes ride district provided transportation to and from all SAU 63 sponsored events. However, pending the Superintendent's authorization, I will be providing transportation for the following:

School Sponsored Activity: _____

Date Transportation is Required: _____

My Child(ren): _____

Non-related Student(s) I have agreed to transport conditioned on their parent's approval and submission of a Parental Transportation Consent Agreement :

In consideration for the Superintendent's authorization granting permission for my child(ren) and or other students to travel to and/or from the above-referenced school sponsored activity with me, in a vehicle not owned or operated by the school district, I expressly agree to the following:

- I understand that I must ensure that all passengers are properly seated and secured by seat belts as required by state law.
- I confirm that my vehicle meets all minimum requirements required under EEAG-R, and that I completed and complied with the Use of Vehicle Form.
- I agree to not use handheld communication devices, such as but not limited to cell phones, while operating a moving vehicle.
- Smoking is prohibited in the presence of students.

I further agree to the following:

1. I understand that the School District is legally responsible for providing transportation to and from the Activity. However, I have requested to arrange for and provide my own transportation, at my sole expense, for my child(ren) (named above) to and from the Activity.
2. I understand and agree that the Wilton-Lyndeborough School Board (the "Board"), its officers, agents and employees are in no way responsible, nor does the Board assume liability, for any injuries or losses related to and/or resulting from my arranging for and providing private transportation for my child(ren) to and from the Activity. I am accepting full responsibility for any form of injury or property damage which may occur in connection therewith. I hereby release and hold harmless the Board, its officers, agents and employees from any liability whatsoever resulting from my choice to provide transportation for my child to and from the Activity.

3. I further understand and agree that it is my sole responsibility to ensure that my child is transported to and from the Activity. I agree to assume and maintain full responsibility for my child and release and hold harmless the Board, its officers, agents and employees from any liability whatsoever resulting from the same.
4. I hereby **release, waive, discharge and covenant not to sue** SAU 63, the Board and its individual members, officers, agents, servants, or employees (hereinafter referred to as releasees) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by my minor child(ren) or me, or any of the property belonging to me, as result of, or in any way arising out of my child(ren) traveling to and or from SAU 63 school district sponsored activities in a vehicle or vehicles not owned or operated by the SAU 63 school district.
5. I further hereby **agree to indemnify and hold harmless the** releasees from any loss, liability, damage, claims, or actions (including costs and attorney's fees) that may arise out of and in connection with my child's transportation from the Activity.
6. I further release the Board from financial obligations incurred by me (or my child) and agree to indemnify the Board with regard to such liabilities that may arise in connection my decision to arrange and provide transportation for mychild to and from the Activity.

Print name of Parent/Guardian Driver: _____

Signature of Parent/Guardian Driver: _____

Date: _____

(For Office Use Only)

Received by: _____ Date: _____

Wilton Lyndeborough Cooperative School District (SAU 63)
Parental Transportation Agreement

I understand that SAU 63 policies requires that student-athletes ride district provided transportation to and from all SAU 63 sponsored events.

Date Transportation is Required: _____

School Sponsored Activity: _____

My Child(ren): _____

Adult Driving: _____

In consideration for the Superintendent or designee granting permission for my child(ren) to travel to and/or from the following school sponsored activities with another SAU 63 parent or guardian in a vehicle not owned or operated by the school district I hereby agree to the following:

1. I understand that the School District is legally responsible for providing transportation to and from the Activity. However, I am requesting for my child(ren) (named above) to be driving to and from the Activity by the above named Adult.
2. I understand and agree that the Wilton-Lyndeborough School Board (the "Board"), its officers, agents and employees are in no way responsible, nor does the Board assume liability, for any injuries or losses related to and/or resulting from my arranging for and providing private transportation for my child(ren) to and from the Activity. I am accepting full responsibility for any form of injury or property damage which may occur in connection therewith. I hereby release and hold harmless the Board, its officers, agents and employees from any liability whatsoever resulting from my choice to provide transportation for my child to and from the Activity.
3. I agree to assume and maintain full responsibility for my child and release and hold harmless the Board, its officers, agents and employees from any liability whatsoever resulting from the same.
4. I hereby **release, waive, discharge and covenant not to sue** SAU 63, the Board and its individual members, officers, agents, servants, or employees (hereinafter referred to as releasees) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by my minor child(ren) or me, or any of the property belonging to me, as result of, or in any way arising out of my child(ren) traveling to and or from SAU 63 school district sponsored activities in a vehicle or vehicles not owned or operated by the SAU 63 school district.

5. I further hereby **agree to indemnify and hold harmless** the releasees from any loss, liability, damage, claims, or actions (including costs and attorney's fees) that may arise out of and in connection with my child's transportation from the Activity.
6. I further release the Board from financial obligations incurred by me (or my child) and agree to indemnify the Board with regard to such liabilities that may arise in connection my decision to arrange alternate transportation for my child to and from the Activity.

Print name of Parent/Guardian Driver: _____

Signature of Parent/Guardian Driver: _____

Date: _____

(For Office Use Only)

Received by: _____ Date: _____