

## **STATEMENT OF PURPOSE**

Idaho law and the State Board of Education have placed major responsibilities for operating the school transportation system in the hands of the local Board of Trustees. Although, in practice, the Board delegates much of the day-to-day decision making authority to its administrative staff, final responsibility for decisions rest with the Board. The primary function of the public school transportation system is that of providing student transportation to and from school.

The cost of vehicles, maintenance, operation, appreciation, insurance, repairs, age of the fleet, and fuel availability all contribute toward maintaining increasingly high standards of safety and performance for all elements of the school transportation system.

## **LEASING CRITERIA**

School buses may be leased to outside groups or organizations after the implications of Idaho Code Section 33-1512 "Leasing of School Buses" has been met. This section states the following:

*"The Board of Trustees of a school district is hereby authorized to lease school buses. Such leasing agreements may be entered into only when commercial bus transportation is not reasonably available. For any school bus leased, the school district shall charge an amount not less than the school district's current total cost per mile. All revenue in excess of operating costs incurred under the lease received from leasing school buses shall be placed in a fund designated for replacement of school buses.*

*Whenever any school bus is leased, the lettering designating the vehicle as a school bus shall be covered and concealed and the admonitions to stop while loading and unloading pupils shall not be used in the operation of the vehicle."*

1. If it is determined that no common carriers are reasonably available, or if a local common carrier is available, but can no longer provide services because of an unusual demand being placed upon the common carrier's transportation services, St. Maries Joint School District No. 41's buses may be leased after the following circumstances are met.
2. The contract is signed by both parties operating under the minimum conditions listed below:
  - A. The Lessee is able to provide a certificate of liability insurance in an amount not less than Three Million Dollars (\$3,000,000), or in the

cases of entity of the federal government, verification that the federal government will assume all liability.

- B. The Lessee will be responsible for any physical damage, or operating damage to the bus, including travel to and from the point of origin which is when the bus leaves the District premises.
  - C. The lease amount shall not be less than the District's current total cost per mile.
  - D. The District will provide District-trained drivers. In addition, the decision to release the District's buses will be dependent upon the availability of school buses; the request does not interfere with the normal State Department of Education inspection process, or the District's normal maintenance schedule; and District's buses will not be used further than one hundred (100) miles from the District Transportation Department.
- 3. The Superintendent shall have administrative discretion to lease school buses that are determined to be normal and routine requests.
  - 4. In case of natural disasters, St. Maries Joint School District No. 41 Board of Trustees may declare a State of Emergency to exist at any regular or Special Meeting as the same relates to the use and leasing of District buses.

**Policy Cross Reference:**

**Legal Reference:**

**Policy History:**

Adopted: 10/10/1988  
Reviewed: 08/04/2008