

SCHOOL DISTRICT NO. 78 (FRASER-CASCADE)

POLICY

NO: 5030

DATE: 2002-04-23

REVISED: 2011-11-01

SUBJECT: **REPAIR OF PRIVATE VEHICLES**

The Board of Education supports the development of viable auto mechanics programs in its schools and recognizes the need for a practical component of “real-world” experience with a variety of automobile repairs. At the same time, the Board recognizes the need to work cooperatively with community businesses to ensure that educational programming is complementary to existing customer service levels.

Further, this program component places students, teachers and the Board at risk due to the possibility of fire, theft or damage to an automobile. This risk obligates both the Board and the vehicle owner to carry sufficient insurance to protect both parties. The comprehensive garage policy protects the Board for its own damage to a customer’s automobile by collision, upset or workmanship for which the Board (school/teacher) is legally liable. In order to be legally liable, the garage operator (Board/teacher/school) must be negligent. Merely having possession of the vehicle does not make the operator liable.

In practice, claims for which the Board bears liability will be paid under the garage policy. All other claims will be paid for under the vehicle owner’s policy.

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REGULATIONS

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SUBJECT: **REPAIR OF PRIVATE VEHICLES**

1. General

- 1.1 School principals will develop partnerships with community service providers to enhance the school's ability to offer viable automotive mechanics programs;
- 1.2 The Board shall carry a comprehensive garage insurance policy to protect the Board for its own damage to customer's automobiles;
- 1.3 All customers shall carry adequate insurance coverage for loss or damage to their automobiles or they will sign a waiver releasing the Board of liability for damages not covered by the garage policy;
- 1.4 All repairs to private vehicles will be appropriate for the students' skill level and relevant to the prescribed learning outcomes for the course under study.

2. Administrative Regulations

- 2.1 Schools will develop and administer their own waiver of liability and work order forms. These forms are to be pre-approved by the Secretary-Treasurer;
- 2.2 The instructor must approve any vehicle repair work being considered;
- 2.3 Customers shall provide the shop instructor with proof of adequate third party liability and comprehensive or specified perils insurance coverage; or
- 2.4 Customers shall sign a liability release form releasing the school of damages not normally covered by the garage policy;
- 2.5 Customers shall sign a work order form approving all work to the customer's vehicle being repaired;
- 2.6 All claims and incidents shall be reported in writing to the principal and to the Secretary-Treasurer;
- 2.7 Claims not covered by the garage policy will be initialed under the customer's policy.

**SCHOOL DISTRICT NO. 78 (FRASER-CASCADE)
INDUSTRIAL TECHNOLOGY LIABILITY RELEASE FORM**

Note: This form must be completed, witnessed and kept on file by the teacher in charge of any Industrial Technology Course BEFORE any motor vehicle or other equipment NOT owned by the School District may be brought into the school for use, servicing or repair, relative to the conduct of any such Course offered by the School.

1. **OWNER** - (Refer to "Autoplan" Registration/Insurance Certificate)

Name: _____ Address: _____

2. **AUTOMOBILE** - (Refer to "Autoplan" Registration/Insurance Certificate) or Equipment

Model: _____ Year: _____ Manufacturer: _____ Type of Body: _____

License No.: _____ Serial No.: _____

3. **WORK TO BE COMPLETED** _____

Engine Details: _____ Mileage (if applicable): _____

4. **RELEASE** (To be read and signed by the Owner)

It is hereby declared the party signing hereunder as "owner" is the registered legal owner of the above described property and in such capacity agrees that:

- (a) School District No. 78 (Fraser-Cascade) is authorized to use and/or service and/or repair such equipment in connection with the conduct of any Industrial Technology Course by the School District;
- (b) Motor vehicles or equipment may be operated by any School District employee or student who is a duly licensed driver and is authorized to do so by the teacher conducting any course on behalf of the School;
- (c) Inasmuch as the School is not engaged in the business of operating a garage or service station and any servicing and/or repair of the above described property will be effected by students in training, at no charge to the owner (except reimbursement to the school of the cost of any parts supplied), the owner hereby releases the School District and its employees and students from any and all responsibility for improper or faulty servicing and/or repair of the equipment and from any responsibility for damage to it while in the care, custody or control of the District and/or its employee and/or students.

Witness: _____
(Signature of teacher)

(Signature of Owner)

Date: _____

Owner's Phone Number: _____

Owner's Address: _____