

**POLICY TITLE: Property Damage and Liability**

Property Damage

The District shall maintain a comprehensive insurance program which shall provide adequate coverage, as determined by the Board, in the event of loss or damage to school buildings, equipment, or other school property, including motor vehicles.

The comprehensive insurance program shall maximize the District's protection and coverage while minimizing the costs for insurance. This program may include alternatives for sharing the risk between the District and the insurance carrier, and through self-insurance plans.

If, as a result of loss on real property, the District receives less than \$5,000, such proceeds may be credited to the general fund.

Privately-Owned Property

The District shall not assume responsibility for the maintenance, repair, or replacement of any privately-owned property brought to a school or District function unless the use or presence of such property has been specifically requested in writing by the administration. This policy is amplified below.

Background

It is the Agency's policy to provide all employees with the equipment, furniture, and/or tools necessary to perform their job and the duties that fall within their normal job description. All COSSA owned equipment, furniture, and/or tools, of sufficient value, are inventoried and controlled within the Agency's inventory control system. Personally owned equipment, furniture, and/or tools are the responsibility of the employee.

A release from gross negligence is unenforceable, and the Agency in no way desires to shirk its responsibility if an individual is harmed due to gross negligence of the Agency or one of its directors or agents. Likewise, the Agency cannot, by contract, be relieved from responsibility from intentional acts, i.e., fraud or willful injury.

On the one hand is the freedom of individuals to agree to limit the future liability of the Agency should personally-owned equipment be damaged, balanced against public policies underlying the legal tort system. Notwithstanding the enforcement limitations for release (i.e., the release cannot relieve liability for intentional acts or for acts which are due to gross negligence), future liability for "ordinary" or "simple" negligence may be released

## Personal Property Policy

Occasionally, some employees may decide to use their personal equipment in the course of their work. This is especially true of laptop computers and personal electronic devices. While the Agency discourages the use of personally owned equipment, furniture, and/or tools in its classrooms, shops, and facilities, the Agency will not prohibit employees from using their own equipment, furniture, and/or tools. Unfortunately, the school's liability insurance does not normally cover personal items used and/or stored on school property. Should loss of these personal items occur through theft, or damage due to simple negligence (maintenance and/or custodial actions) the Agency will not reimburse or compensate the employee for the loss of their personal equipment, furniture, and/or tools. To ensure employees understand that they bear the risk of loss of their personally owned equipment, furniture, and/or tools, employees wishing to use personally owned equipment, furniture, or tools, will execute a Release for Damage to Personal Property (Figure 8530-1).

A copy of an executed Release (Figure 8530-1) will be placed into the employee's personal file and another copy will be held in the Agency's insurance/inventory file.

### Definitions

Release of Liability Form, also known as a Waiver of Liability Form. A legal document between two parties, the Releasor, and the Releasee. By signing the Release or Waiver, the Releasor understands the risks involved and agrees to not sue the Releasee if accidents or damages occur.

**Releasor.** The employee who is deviating from normal Agency procedure by placing personally owned equipment, furniture, tools, etc, in Agency facilities.

**Releasee.** The Canyon-Owyhee School Service Agency (COSSA). The employer who is concerned about accidents or damages occurring on the Releasee's property.

Assumption of Risk. The Releasor understands that placing personally owned equipment, furniture, and/or tools within COSSA facilities is inherently hazardous and dangerous to the equipment, furniture, and/or tools, yet agrees to assume the risk of the personally owned equipment, furniture, and/or tools being damaged or harmed by simple negligence. The Releasor is responsible for their own personal property insurance. The Releasor has the right to consult with an attorney about the Release and are otherwise signing the Release voluntarily.

**LEGAL REFERENCE:**

Idaho Code 6-904 Exemptions from Tort Claims  
I.C. § 33-701 Fiscal Year – Payment and Accounting of Funds

**POLICY HISTORY:**

Adopted: August 20, 2018  
Originally issued as Policy 212. Revised and reissued as Policy 8530 on January 19, 2022.

**Form 8530-1**  
**Release for Damage to Personal Property**

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This Release for Damage to Personal Property (this "Release") is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, ("Releasor") and the Canyon-Owyhee School Service Agency (COSSA), at 109 Penny Lane, Wilder, Idaho 83676 ("Releasee").

1. Releasor, and anyone claiming on behalf of Releasor, releases and forever discharges Releasee and its affiliates, successors and assigns, officers, employees, representatives, partners, agents and anyone claiming through them (collectively, the "Released Parties"), in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, known or unknown, which Releasor has or ever had or may in the future have against Releasee or any of the Released Parties arising out of or relating to damage to the below listed personal property:

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2. This Release shall not be in any way construed as an admission by the Releasee that it has acted wrongfully with respect to Releasor or any other person, that it admits liability or responsibility at any time for any purpose, or that Releasor has any rights whatsoever against the Releasee.

3. This Release shall be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, executors, successors and assigns. Releasor has the authority to release the Claims and has not assigned or transferred any Claims to any other party. The provisions of this Release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release constitutes the entire agreement between the parties and supersedes any and all prior oral or written agreements or understandings between the parties concerning the subject matter of this Release. This Release may not be altered, amended or modified, except by a written document signed by both parties. The terms of this Release shall be governed by and construed in accordance with the laws of the State of Idaho.

4. Both parties represent they fully understand their right to review all aspects of this Release with attorneys of their choice, that they have had the opportunity to consult with attorneys of their choice, that they have carefully read and fully understand all the provisions of this Release and that they are freely, knowingly and voluntarily entering into this Release.

**SIGNATURES**

\_\_\_\_\_  
Signature of Releasor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Releasor

\_\_\_\_\_  
Signature of Releasee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Releasee, for COSSA