



Mobile Technology Device Loan and Use Agreement

AF140-H
11/2017

THIS AGREEMENT made this _____ day of _____ 20____.

BETWEEN:

NAME OF PARENT(S)

of _____ Alberta
(hereinafter called "the Borrower(s)" or the "Parent(s)")

the Party of first part

and

**THE BOARD OF TRUSTEES OF
ROCKY VIEW SCHOOL DIVISION NO. 41**
(hereinafter called "the Lender")

the Party of the second part

MOBILE TECHNOLOGY DEVICE LOAN AND USE AGREEMENT

WHEREAS the Lender operates Schools at various locations within its jurisdictional boundaries within Alberta;

AND WHEREAS the Lender has made available a limited Mobile Technology Device loan and use Program (the Program) at its Schools as part of its 21st Century Learners objectives to enhance learning by students through use of technology;

AND WHEREAS the Lender will, as part of the Program, provide a Mobile Technology Device and associated peripherals by way of loan a limited number of students attending any of its Schools;

AND WHEREAS the Borrower(s) is / are the parent(s) of a student named herein who attends one of the Lenders Schools or is an independent student attending one of the Lenders Schools;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the Borrower and the Licensee (the Parties) agree as follows;

I. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

The following terms have the meaning set out hereinafter unless the context expressly or by necessary implication requires otherwise:

“Acceptable Use” means the acceptable use of the Mobile Technology Device in accordance with the Reasonable Use and Ongoing Consent Agreement TS04 of the Lender attached hereto as Schedule “B”;

“Mobile Technology Device” means any electronic device and the peripherals associated with it more specifically described in Schedule “A”; (hereinafter may be referred to as the “Device”)

“Effective Date” means the date upon which the Student receives the Device which is the date shown on Schedule “A”;

“Parent(s)” means the party of the second part;

“Student” means the student named in Schedule “A” as having received the Device;

“Term” means the term of this Agreement set out in Article 2.1;

1.2 SCHEDULES

The following Schedules are annexed to and form part of this Agreement:

Schedule “A” – Mobile Technology Device

Schedule “B” – Student Responsible Use of Technology and Ongoing Consent Agreement Form AP140-A

II. TERM AND TERMINATION

2.1 TERM

The effective date on which the Term of this Agreement commences is the day the Student receives the Device noted on Schedule “A” and shall be fully ended and completed on the last day of the current school year subject to earlier termination in accordance with the terms of this Agreement.

2.2 TERMINATION ON NOTICE

The Lender or the Borrower(s) may terminate this Agreement by giving to the other Party seven (7) days written notice of such termination with notice to be given as provided for hereinafter.

2.3 TERMINATION IN EVENT OF DEFAULT

An Event of Default shall be any breach of this Agreement. The Lender shall give two (2) days notice to cure any Event of Default. In addition to the right of termination set out in Article 2.2, the Lender may, in the Event of Default by the Borrower or the Student, terminate this Agreement upon one (1) days notice after the two (2) day period for rectification of default has passed if rectification to the satisfaction of the Lender has not occurred.

III. GRANT OF LICENSE AND RIGHTS**3.1 USE OF MOBILE TECHNOLOGY DEVICES**

The Lender hereby grants to the Borrower and the Student, subject to the terms of this Agreement, a right to use the Device by the student for educational purposes of the Student only. The Device, and all data on the Device at any time, remains and becomes the sole property of the Lender and neither the Borrower nor the Student have any expectation of any privacy or other rights, including but not limited to property rights, therein or thereto.

3.2 RESTRICTIONS ON USE OF MOBILE TECHNOLOGY DEVICES

The Borrower agrees that it will monitor the use of the Device by the Student and the Borrower will not use or permit the Student to use the Device for purposes other than in support of the Student's educational activities and will not permit any use in breach of the student Responsible Use of Technology and Ongoing Consent Agreement Form (AF140-A) of the Lender attached hereto as Schedule "B". The Borrower further agrees that it will not remove any programs, files, or other information stored on the Device, or otherwise alters the Device by changing or installing any components or peripherals without the prior written consent of the Lender.

IV. INTELLECTUAL PROPERTY RIGHTS

4.1 The Borrower and the Student agree that they do not acquire any right, title, or interest in or to the Mobile Technology Device and that such rights remain with and accrue solely to the Lender.

V. DELIVERY AT END OF AGREEMENT

5.1 At the end of this Agreement, howsoever arising, the Borrower and the Student shall return the Device to the Lender in good working order, normal wear and tear excepted.

VI. MAINTENANCE AND SUPPORT

6.1 During the Term of this Agreement the Lender shall provide reasonable support to assist the Student in the event of any malfunction of the Device or to deal with any difficulty the Student may be having in utilizing the Device.

6.2 The Parties agree that in order to facilitate the timely and successful provision of support any requests for same will be made by the Student or the Borrower to the school technologist, or other person working under the direction of the designated employee. The support to be provided shall, whether provided by telephone or online, consist of assistance with overcoming any user difficulties and technical problems of any kind associated with the Device.

VII. PAYMENT FOR LOSS OR DAMAGE

7.1 In the event that the Student or the Borrower(s) fails to repair, maintain, or loses the Device any cost in relation thereto, including replacement cost, shall be the responsibility of the Borrower(s) and if not paid shall constitute a just debt owing by the Borrower(s), and if more than one by the Borrowers jointly and severally, and such debt may be recoverable by civil legal action by the Lender.



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VIII. **SURVIVAL**

- 8.1 In addition to those provisions expressly said to survive termination or expiration of this Agreement those other provisions that provide indemnification by one Party to the other, or that by their context and content are intended to survive shall survive any termination or expiration of this Agreement to the extent required to give full effect thereto.

IX. **NOTICES**

- 9.1 Any notice, demand, or request to be given under this Agreement shall be given in writing and be either delivered in person, sent via email to the email address shown, transmitted by facsimile machine to the number shown, or mailed by registered mail addressed to:

The Board of Trustees of
Rocky View School Division No. 41
2651 Chinook Winds Drive
Airdrie, Alberta T4B 0B4
Attention: Secretary-Treasurer
Phone: (403) 945-4008
Email: sdove@rockyview.ab.ca
Fax: (403) 945-4011

The Borrower(s) or Parent(s)

Phone: _____

Email: _____

Any notice, demand or request shall be deemed to have been received by the Party for whom it is addressed on the fifth (5th) day following the date of mailing, or, in the event of delivery by email on the day next following the sending of the e-mail, subject to confirmation of delivery to the inbox of the addressee, or in the event of delivery by facsimile transmission on the day next following the date of transmission, subject to confirmation of receipt by the receiving fax machine or if by personal delivery, on the date of personal delivery. In the event of an actual or anticipated interruption of mail service in Alberta, by labour dispute or otherwise, such notice, demand or request shall be delivered in person, via email or by facsimile transmission. Either Party may change its address by giving notice of the change in the above manner.

X. **ENTIRE AGREEMENT**

10.1 **ELEMENTS OF AGREEMENT**

This Agreement and its Schedules form the entire Agreement between the Parties.

10.2 **MODIFICATION OF AGREEMENT**

Any modification of this Agreement must be by mutual agreement and be evidenced in writing by a memorandum of such agreement, signed by the Parties. A copy shall be attached hereto.

XI. **GENERAL**

11.1 **WAIVER**

No waiver by either Party of any of its rights hereunder shall be effective unless given in writing. No failure to insist on the strict performance of this Agreement by the other Party shall constitute a waiver of that Party's right to insist upon such strict performance in the future.

XII. **INTERPRETATION**

12.1 **LAW OF ALBERTA**

The interpretation, construction and performance of this Agreement shall be governed solely by the Laws of the Province of Alberta and the Borrower attorns solely to the jurisdiction of the Courts of Alberta in the Judicial District of Calgary and agrees for all purposes that Alberta and the said Judicial District is the sole forum conveniens.

12.2 **PLACE OF ACTION**

Any action to enforce this Agreement, or any part thereof, shall only be commenced in the Court of Queen's Bench or Provincial Court, as is appropriate, in the Judicial District of Calgary and the trial of any action and all steps associated with any action shall be taken in the City of Calgary.

12.3 **SEVERABILITY**

If any part of this Agreement is found by any court of competent jurisdiction to be invalid, void, illegal or unenforceable the remainder of the Agreement shall continue in full force and effect with such necessary modifications as may be necessary to give business efficacy thereto.

IN WITNESS WHEREOF the Parties have executed this Agreement this ____ day of _____ 20__.

**THE BOARD OF TRUSTEES OF
ROCKY VIEW SCHOOL DIVISION NO. 41**

Per: Anne Kromm
Principal

BORROWER(S)

Per: _____

Per: _____



**Mobile Technology Device
Loan and Use Agreement**

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SCHEDULE "A"
Mobile Technology Device and Student Name

FOR OFFICE USE ONLY

Mobile Technology Device(s) (include S/N and peripherals if applicable):

Name of Student:

Date Device Received By Student:

SCHEDULE "B"



**Student Responsible Use of Technology and Ongoing
Consent Agreement**

**AF140-A
07/2017**

GUIDELINES AND PROCEDURES

Students of Rocky View Schools (RVS) have the opportunity to access RVS Information Technology (IT) Resources (software, hardware, network, e-mail, and Internet) to enhance learning. This agreement shall be executed upon commencement of enrollment, and reaffirmed each September as required by Technology Services. All users shall adhere to the following standards of responsible use when accessing RVS' IT Resources on a RVS-owned or personal electronic device for educational purposes. As outlined in Administrative Procedure 140 Responsible Use of Technology, RVS' reserves the right to access, audit, monitor, suspend and/or deny the use of all supplied IT Resources and the information stored on same, without prior notice to the user, to maintain the integrity of the system and to ensure responsible use. By executing this agreement, the signatory confirms that he or she has done so. Inappropriate use will result in disciplinary action.

Responsible Use

- I will follow all administrative procedures regarding responsible use of IT Resources listed in RVS' AP 140 Responsible Use of Technology.
- I will take full responsibility for, and respectfully use, all IT Resources available to me.
- I will take responsibility for my actions when viewing and posting information and images online; I will not distribute inappropriate content.
- I will treat others with respect and use appropriate language and images when communicating with others.
- I will only use IT Resources for educational activities directly related to RVS.
- I will abide by copyright laws and use correct citation of my information sources.
- I will only use my own account and electronic data; I will not grant sharing permission to another user.
- I will use IT equipment, bandwidth, and file space responsibly.
- I will keep my password confidential and will report to a teacher or school administrator if my password is breached or compromised in any way.
- I will not use my RVS email address to sign up for any online site not authorized by RVS.
- I understand I am responsible for any actions performed on the computer while I am logged on, therefore, I will always log out when finished on the computer or when I am away from the workstation.

Safe Use

- I will keep my personal information secure, including my age, address, and phone number.
- I will help maintain a safe computing environment by reporting any inappropriate messages, material, security, or network problems to a teacher, administrator, or system administrator.
- I understand the Division uses a web filter to safeguard students and staff from inappropriate content, but that it may not always be possible to block inappropriate content.
- I understand not all information on the Internet is true and accurate, therefore I will learn to assess the information that I find.

Appropriate Use

- I will obtain written permission of the individual(s) involved before photographing, videoing, publishing, sending, or displaying their information in a public online environment.
- I will obtain written permission from individual(s) before downloading and redistributing assets from one of RVS' secured online environments, i.e. blogs, students portfolios, etc.
- I will use IT resources and equipment in a positive manner so as to not disturb system performance and/or breach security standards.
- I will not attempt to circumvent system security or gain unauthorized access to any local or network resources.
- I will not use any IT resources for mass emailing, promotions/solicitation, product advertising, personal profit, or private business.
- I will only download, save, or install either full or portions of any music, movies, and images in accordance with RVS' standards and copyright laws.

Reliability

- I understand teachers and technicians do their best to ensure the availability and reliability of RVS' IT resources; however, I also understand IT resources may be unavailable at times due to extenuating circumstances.
- I understand Network Administrators may review files and communications to maintain integrity of the system and to ensure responsible use.

Personally-Owned Devices

Individuals may use their own personal electronic devices on the RVS' network. When using a personal mobile device, all of the above conditions apply, in addition to the following:

- I realize that by registering/using my personal device on the RVS network, the device can be monitored and my computing activities can be traced back to me.
- I will ensure my personal device is equipped with current virus protection software if supported by the device.
- I will turn off all peer-to-peer sharing (music/video/gaming) software or web-hosting services on my device while connected to RVS' network.
- I will use my personal electronic device appropriately during class/business time. During non-instructional times, students may use their personal electronic devices providing that they adhere to the expectations of this agreement.
- I understand the security, care, connectivity, and maintenance of my device is my responsibility.
- I understand RVS is not responsible for the loss, theft, or damage of my device.
- I understand technical support for my personal electronic devices is my responsibility.



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Please complete and return to the school office.

STUDENT RESPONSIBLE USE CONSENT AGREEMENT

RVS Student Name (<i>print</i>):	
STUDENTS' RESPONSIBLE USE I have read, I understand, and I will abide by the Rocky View Schools Responsible Use and Ongoing Consent Agreement to which this Consent Form is attached. I realize that violation of these provisions may result in loss of use of network privileges, as well as possible disciplinary actions. This may include, but is not limited to, revocation or suspension of network privileges, suspension or expulsion from school, and/or appropriate legal action.	
RVS Student Signature:	Date:
Parent/Guardian Signature:	Date:

Reference:

- AP140 Responsible Use of Technology



Schedule "C"

Cochrane High 2020-20201 Chromebook Lending Procedures and Fee Acknowledgement

Due to Covid-19, the lending process for Cochrane High owned Chromebooks for the 2020-2021 school year be as follows:

Chromebooks will be lent on a 1:1 basis to students, and once assigned, that device will remain in the possession of the student for the remainder of the school year. **The process of processing applications will take place ONCE A DAY, at the start of the day, so any applications received after 9 am will be processed the next school day.** Once the application has been verified, the student will be assigned a device and said device will be delivered to them in one of their classes. STUDENTS ARE NOT TO GO TO THE LEARNING COMMONS TO PICK UP THE DEVICE.

Misuse of computers, mice, keyboards or downloading inappropriate material of any type will result in having your RVS access/account disabled. Students will need to speak with the Cochrane High technologist, Festo Gichui, before their access can be restored. Any technology repairs to school-owned devices, which are caused by willful damage or careless use, will be charged to the student who is responsible for the device. Students will be charged the following fees:

- \$25 per damaged key;
- \$50 for damaged, lost or stolen power chord.
- \$100 if the Chromebook screen has been damaged;
- \$250 if the Chromebook has been lost, stolen or vandalized beyond repair;
- If the Chromebook requires repairs that are due to negligent use of the device, the fee for repair will be assessed and assigned by the school technologist, not to exceed \$250.

ACKNOWLEDGEMENT

I, the undersigned, understand that the device that I am borrowing is a Cochrane High owned Chromebook and will endeavour to return said assigned device in good and workable condition. I acknowledge that if the device is lost or stolen or if the school technologist deems the device to be damaged, that the above-mentioned fees will be charged to my School Cash account and will need to be paid in a timely manner.

Signature of Parent

Parent Name

Student Signature

Student Name

Date: