

SCHOOL DISTRICT NO. 22 (VERNON)

REGULATIONS

Please file in By-Laws, Policy & Procedure Manual

No. REG 8.10.0

Adopted: 28 Mar 2006

COMPUTER AND SOFTWARE LOAN AGREEMENT

Purpose

School District #22 (Vernon) is providing district computer and software resources to support education and research required for the student's courses. All internet and computer use will be consistent with these purposes.

Terms and Conditions

Ownership, possession and return

1. I understand that the computer software and hardware loaned are and remain the property of School District #22 (Vernon).
2. I understand that computer hardware and software must be returned to the District
 - a. Upon request by district staff
 - b. For any repairs required
 - c. Upon withdrawal from the program
 - d. At the end of the applicable school term
3. I will return computer hardware and software including all components to the School District site from which it was borrowed. Any costs (such as courier costs) associated with the return of this equipment are my responsibility. I understand that failure to return the loaned equipment by the prescribed return date will result in the School District invoicing me for the cost of replacement
4. I will not loan, rent, or sell the computer hardware and software. I understand that the computer hardware and software are for my use alone.

Responsibility for protection

5. I assume full responsibility for protecting the computer and software from theft or damage and agree to:
 - a. Cover the hardware and software borrowed under a homeowner's insurance policy for damage or theft
 - b. Assume the cost of replacement or repairs due to theft or negligence on the part of the user. (The costs of normal operating maintenance and repairs will be covered by the District).
 - c. Never leave the computer unattended outside of the home
 - d. Provide surge protection for the computer.
 - e. Keep liquids away from the computer

6. I will report theft or loss or any damage to the District immediately. In the case of theft or loss I will provide the District with a copy of the Police report filed and the Police case number. In the case of damage I will return the computer to the district immediately for the necessary repairs.

Acceptable Use

7. I will use the computer only for activities which support education and research consistent with my school courses.
8. I will not install non-licensed software on the computer, and I will obtain permission in advance of installing any software.
9. I will not copy or allow anyone to copy available software on the computer.
10. I will not use the computer for any of the following unauthorized uses:
 - a. Commercial or business activities
 - b. Illegal, inappropriate or obscene purposes.
 - c. Internet gaming

Indemnity

11. I agree to defend and indemnify the School District and hold it harmless from and against any and all claims, action, proceeding, damages, injuries, liabilities, losses, costs and expenses (including reasonable legal fees), relating to any use of the loaned equipment by myself or others, leading wholly or partially to claims against the School District by third parties, regardless of the type of claim or the nature of the cause of action.

Declaration

I have read and I understand and agree to the terms and conditions outlined above in this computer and software loan agreement.

Name of Student (please print) _____

Signature of Student _____

Name of Parent/Guardian _____

Signature of Parent/Guardian _____

Date: _____

Checklist (circle)

SD22Net Access agreement Consent Waiver and Indemnity Form Yes No

Equipment and software sign out form Yes No

Consent, Waiver and Indemnity Form

By signing this Form, the student and his/her parents indicate that they agree to make no claim of any type in the future against School District No. 22 (Vernon) (the "School District") resulting from the use of the SD22Net system and the Internet, and agree to indemnify the School District for claims made against the School District as provided in the attached Consent, Waiver and Indemnity Terms and Conditions.

For the Student:

I have read the attached Consent, Waiver and Indemnity Terms and Conditions and the attached SD22Net Acceptable Use Policy carefully and agree to abide by the conditions outlined therein.

Student's signature: _____
Date: _____

For the Parent/Guardian:

I have read the attached Consent, Waiver and Indemnity Terms and Conditions and the attached SD22Net Acceptable Use Policy carefully. I understand the benefits and risks of student access to the Internet and give my permission for my child to have access to SD22Net at school on the conditions outlined therein.

Please print your name and relationship to the student: _____

Signature of parent/guardian: _____
Date: _____

This Access Agreement and Consent, Waiver and Indemnity Form is effective for the period the student is attending schools in the School District unless revoked in writing by the student or his/her parents.

Consent, Waiver and Indemnity Terms and Conditions

School District No. 22 (Vernon) is offering the SD22Network ("SD22Net") to students who have parental consent. The following information, including the attached "Acceptable Use Policy," should be read carefully by parents to help you to decide whether or not you want your child to have access to SD22Net at school.

1. The Benefits of SD22Net

The School District No. 22 Network ("SD22Net") is an educational network that is operated by School District 22 (Vernon) (the "School District"). The purpose of SD22Net is to give students and staff access to educational resources that will support the work they do in the classroom.

SD22Net provides connections to millions of computers throughout the world. Collectively, this interconnected network of computers is referred to as "the Internet". Through SD22Net, educators and students are able to access information from around the world and bring it to their school computer via this electronic highway.

For example, students can use electronic mail to communicate with experts (scientists, for example), mentors (professionals working with students) and other students throughout the Province, the Country and the World. They can also use electronic tools to access current information in international libraries and databases (reports from a recent U.N. conference, newspapers from around the world, electronic reference books, etc.). Students with SD22Net access will be able to work cooperatively with students on international learning projects. Moreover, use of SD22Net will provide students with technological skills and will promote their understanding of telecommunications and the world of information technology. These skills and knowledge are critical for citizens of the 21st century.

2. Acknowledgment of Risks

In spite of the School District's best efforts to educate and protect them, children may use this communication tool inappropriately. They may receive unwanted/improper communications or access materials or sites that are not appropriate. This may range from mildly offensive jokes to obscene, pornographic, sexist or racist material. The School District does not knowingly permit or sanction the use of such material through SD22Net and will advise students that this is not a permitted use of SD22Net under the SD22Net Acceptable Use Policy. However, parents should be aware that the potential for access to this kind of information does exist, and that in spite of efforts by the School District to limit access, it may not be able to detect or prevent such incidents. These efforts would include appropriate supervisory practices and mandatory introductory courses for students.

3. SD22Net Acceptable Use Policy

Through SD22Net, School District 22 provides teachers and students with Internet informational resources and searching and browsing tools. This access is a privilege, not a right, and it is made available only so long as the account holder abides by certain rules which are important for the proper use of the SD22Net system. These rules are listed in the attached SD22Net Acceptable Use Policy. Failure to follow this policy may result in termination of access to SD22Net and possibly other disciplinary consequences for the student.

4. Privacy Considerations

Communications on the SD22Net system are, in most cases, viewed only by the student and anyone to whom they address their message. However, the School District may need to review or monitor electronic mail and other communications from time to time. In addition, the School District reserves the right to copy and distribute to third parties any information associated with student activities on the system. Therefore, students should not expect to have a right to privacy in any communications.

5. Limitation of Liability

The School District makes no guarantees about the service it is providing through SD22Net. The School District will not be responsible for any damages incurred through the use of SD22Net. This includes loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions caused by its own negligence or student errors or omissions. Use of an information obtained via the Internet is at the students' risk. The School District denies any responsibility for the accuracy or quality of information obtained through the SD22Net.

The School District asks that parents consider the risk of any liability relating to the use of SD22Net by their child. The School District would not be able to afford to operate this system if it were held accountable for every wrongful action by every SD22Net subscriber. Accordingly, we will not be responsible to you or your child or any third parties for any direct or indirect, consequential, general, special or punitive damages or losses you or your child may incur in connection with SD22Net or the Internet, your child's use thereof or any of the data or other materials transmitted through or residing on this system, regardless of the type of claim or the nature of the cause of action, even if the School District has been advised of the possibility of such damage or loss.

6. Indemnity

By signing the attached Consent, Waiver and Indemnity Form parents agree to defend and indemnify the School District and hold it harmless from and against any and all claims, action, proceeding, damages, injuries, liabilities, losses, costs and expenses (including reasonable legal fees), relating to any acts by your child or materials or information transmitted by your child in connection with SD22Net or the Internet, leading wholly or partially to claims against the School District by other subscribers or third parties, regardless of the type of claim or the nature of the cause of action.

The attached Access Agreement and Consent, Waiver and Indemnity Form must be completely filled out and returned to the school before access to SD22Net will be provided by the School District to the student. Please retain copies of these Forms as well as copies of the Consent, Waiver and Indemnity Terms and Conditions and the Acceptable Use Policy for your personal reference.

School District #22

Computer Hardware and Software

Sign Form

Hardware

Accessories, please list

Make			
Model			
Serial Number			
Monitor			
Comments			

Software, please list

By signing below you are acknowledging that you have received all the above listed items.

Signed out

Date	Student Name	Signature
Date	Parent/Guardian Name	Signature