



## Wild Rose Public Schools

### Employee Computer Purchase Plan Agreement

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#### AGREEMENT

BETWEEN:

THE BOARD OF TRUSTEES OF WILD ROSE SCHOOL DIVISION NO. 66  
(hereinafter referred to from time to time as the "Board")

OF THE FIRST PART

- and -

of the (city) in the Province of Alberta  
(hereinafter referred to from time to time as the "Employee")

OF THE SECOND PART

#### COMPUTER PURCHASE AGREEMENT

WHEREAS the Board has agreed to participate in supporting its Employees in the acquisition of computer hardware and software;

AND WHEREAS it is agreed that the Board has set aside a fund from which assistance for Employees in acquiring computer hardware and software will be drawn:

NOW THEREFORE the parties hereto agree as follows:

1. The Board shall provide to the Employee a maximum amount of THREE THOUSAND FIVE HUNDRED (\$3,500.00) DOLLARS to assist the Employee in purchasing computer hardware and computer software that will be utilized on the computer hardware purchased pursuant to this agreement. For greater clarity, the \$3,500.00 figure is a maximum obtainable by any Employee regardless of the number of purchases or type of hardware or software acquired.
2. The amount of assistance provided by the Board to the Employee is a repayable loan with a maximum repayment term of two (2) years from the date of execution of this agreement.
3. GST on the computer hardware and software shall be included as part of the \$3,500.00 maximum figure and shall be considered to be part of the purchase price for any computer hardware or software and shall be part of the repayable loan.
4. The Employee shall, upon purchase of computer hardware and software, complete the form that is attached as "Schedule A" to this agreement. The form is to be completed within one week of the date of purchase of the computer hardware and software.
5. No interest will be charged to the Employee in respect of the amount to be repaid by the Employee to the Board. At the time of signing of this agreement, however, Revenue Canada requires the attribution of a rate of interest to any transaction of the type described herein. The Employee

acknowledges that any interest attributed in respect of the transaction by Revenue Canada is the sole responsibility of the Employee. The amount of such interest does not form a part of the \$3,500.00 maximum support that is available.

6. If the Employee terminates employment with the Board or is terminated by the Board, the loan from the Board in favour of the Employee shall become payable forthwith in full. In order to secure payment the Employee hereby specifically authorizes the Board to deduct from any monies otherwise payable to the Employee on termination the amount of any outstanding loan in respect of the acquisition of computer hardware and software and this authorization shall be as valid as if given in writing and signed by the Employee, and shall be deemed to be such written authorization, and shall be deemed to be the written authorization contemplated in respect of deduction from salary and other amounts as is contemplated by the *Employment Standards Code*.
7. In the event that the Employee returns all or any part of the computer hardware or software to the vendor and obtains credit in respect thereof, that credit shall be used solely by the employee to repurchase computer hardware or software. To the extent that such credit is not utilized by the Employee to repurchase computer hardware or software within one week of the issue of credit by the vendor to the Employee, the Employee shall repay to the Board so much of the credit as has not been utilized by the Employee to repurchase computer hardware or software.
8. The amount paid by the Board to the Employee as the loan herein described is a just debt owing by the Employee to the Board and is to be repaid by the Employee to the Board in equal monthly installments in accordance with the schedule of payments determined by the Secretary-Treasurer for the Employee, a copy of which schedule is to be attached hereto and marked "Schedule B". The Employee and the Secretary-Treasurer shall each sign a copy of Schedule "B" evidencing agreement to the repayment schedule. No partial payments or increases in monthly payments will be permitted. Strict adherence to the repayment schedule both in terms of date of payment and amount of payments shall be required. Repayment is authorized by the Employee through payroll deduction and the Board may therefore deduct as an authorized deduction the amount of each monthly loan payment. Failure to make any payment in the amount required on the date required will, at the sole option of the Board, accelerate the requirement for payment of the outstanding balance and, at the sole option of the Board, the outstanding balance shall become immediately payable in full and the authorization provided herein in respect of deductions from amounts payable to the Employee shall be deemed to encompass such accelerated amount.
9. The Employee shall be responsible for any income tax consequence arising in respect of the purchase plan and any amounts paid to the Employee by the Board pursuant to the plan or attributed by Revenue Canada in respect of the transactions under the plan.
10. The Board shall not be responsible for any disputes or warranty issues related to purchases made under this Agreement, and will not act as a mediator for the Employee. Administrative Procedure 407 Employee Computer Purchase Plan Agreement
11. Nothing in this agreement shall be considered to create a matter that is subject to arbitration. Any dispute between the Board and the Employee shall be dealt with individually between the Employee and the Board and the sole recourse of the Employee against the Board shall be by way of civil remedy.
12. This agreement is personal to the Employee and may not be assigned.

13. It is agreed that the computer hardware and software to be acquired pursuant to this agreement shall be acquired in the name of the Employee and shall, during the currency of this agreements, at all times remain in the name of the Employee. Further, the Employee agrees to maintain the computer hardware and software in a proper condition.

DATED at the city/town of \_\_\_\_\_, in the Province of Alberta,  
this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_.

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Witness

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Employee

Witness Name (Print)

Employee Name (Print)

WILD ROSE ACHOOOL DIVISION NO. 66  
Per:

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Secretary Treasurer or Designate