



## Baypoint Preparatory Academy

A California Charter School  
26089 Girard St., Hemet, CA 92544  
Tel: (951) 658-1700 | Fax: (951) 658-0723  
Email: contact@baypoint.academy

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# Student Laptop/Desktop Computer Agreement & Internet and Electronic Mail Usage Policy

Student Name: \_\_\_\_\_ Grade: \_\_\_\_\_

This agreement is made effective as of \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (“Date”), between Baypoint Preparatory Academy (“BPA”) and \_\_\_\_\_ (“Student”) and his/her parent(s) or legal guardian (“Parent”) and, together with Student, the “Family”). The undersigned Student and Parent(s), in consideration of being provided with a laptop computer, software and related materials (the “Computer”) for use while the Student is enrolled at BPA for the Calendar school year of the effective date above, hereby agree as follows:

### Section 1. Equipment

**1.1 Ownership:** BPA retains sole right of possession of the Computer and grants permission to the Student to use the Computer according to the guidelines set forth in this agreement. BPA administrative staff retains the right to collect and/or inspect the Computer at any time and to alter, add or delete installed software or hardware at any time.

**1.2 Equipment Provided:** The equipment listed on Exhibit A hereto constitutes the Computer.

Laptop Serial #: (available at time of distribution) \_\_\_\_\_

**1.3 Substitution of Equipment:** In the event the Computer is inoperable, BPA has a limited number of spare laptops for use while the Computer is repaired or replaced. This agreement remains in effect for such substitute. The Student may NOT opt to keep a broken Computer or to avoid using the Computer due to loss or damage.

**1.4 Responsibility for Electronic Data:** The Student is solely responsible for any data stored on the Computer. It is the sole responsibility of the Student to backup such data as necessary. BPA does not accept responsibility for any such files.

### Section 2. Damage or Loss of Equipment

**2.1 Warranty for Equipment Malfunction:** BPA has obtained a manufacturer’s warranty on the Computer covering parts and labor. *The warranty only covers damages to the computer caused by manufacturers’ defects.* The Family will incur no additional charges for repairs covered by warranty.

**2.2 Responsibility for Damage or Loss:** The Student agrees to take reasonable and prudent care to keep the computer secure and safe. The Family bears the risk of damage of the Computer from the date and school assignment hours the Student takes delivery until it is returned to BPA. If the Computer (including any component of the Computer listed on Exhibit A hereto) is lost, stolen or damaged in students care or assigned responsibility, BPA will charge the Family up to \$500 for the appropriate repair or replacement costs, and the Family agrees to pay such costs.

**2.3 Actions Required in the Event of Damage or Loss:** The Student agrees to report any damage to, or loss of, the Computer immediately to the teacher. The teacher and student shall immediately complete the Technology Incident Report form and submit it to the Director of Technology. If the Computer is stolen or vandalized while not at BPA or a BPA-sponsored event, the Parent shall file a police report in the jurisdiction in which the theft or vandalism is believed to have occurred.

### Section 3. Legal and Ethical Use Policies

**3.1 Legal and Ethical Use:** The Student agrees to use the Computer in a careful and lawful manner, to adhere to BPA’s regulations and policies governing the use of computers as stated in the BPA Student Handbook: Internet and Electronic Mail Usage Policy” (Exhibit B,) and to comply with all applicable state and federal laws, including copyright and intellectual property law. The Family agrees to hold BPA harmless from any such violations.

**3.2 File-sharing and File-sharing Programs:** The installation and/or use of any Internet-based file-sharing programs are explicitly prohibited.

**3.3 Customizations:** The Student shall not make any alterations, additions or improvements to the Computer, without the prior consent of BPA, except as provided in this Paragraph 3.3:

**A.** Student *is not permitted* to alter or add files to customize the Computer to his/her own working styles (i.e., with respect to background screens; default fonts; and other system preferences).

**B.** The Student *is prohibited* from installing software on the assigned Computer, including, but not limited to the installation of computer games.

**C.** The Student acknowledges that the software originally installed on the Computer by BPA must remain in operable condition and on the Computer at all times.

**3.4 BPA Access:** The Student acknowledges that BPA may collect the Computer from the Student at any time and may access any data stored on the Computer during such time.

**Section 4. Miscellaneous**

**4.1** The Family understands that failure to return the laptop when the Student is no longer enrolled at BPA or removal from the school premises without school authorization is a criminal act.

**4.2** BPA is not responsible for any injuries, damages, penalties, or losses, including legal costs and expenses, incurred by the Student or any other person caused by transportation, installation, use of or any other matters relating to the Computer.

**4.3** No delay or failure to enforce any provision of this agreement will constitute a waiver or limitation of BPA’s rights of enforceability under it.

**Your signature below indicates that you recognize your responsibility in the care and custody of the Computer and that you agree to the terms and conditions set forth in this agreement.**

Student Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

The following equipment constitutes the Computer:

Lenovo E450:  
Laptop  
Intel I3-4005U  
4 GB ram

Acer Veriton:  
Desktop  
Intel I5  
4 GB ram

IPad:  
Tablet

## Exhibit B

### “Internet and Electronic Mail Usage Policy”

We are pleased to offer the students of BPA access to the school computer network for electronic mail and the Internet. Access to email and the Internet will enable students to explore thousands of libraries, databases, and bulletin boards while exchanging messages with Internet users throughout the world. Families should be warned that some material accessible via the Internet may contain items that are illegal, defamatory, inaccurate or potentially offensive to some people. While the intent is to make Internet access available to further our educational goals and objectives, students may find ways to access other materials as well. BPA believes that the benefits to students from access to the Internet, in the form of information resources and opportunities for collaboration, exceed any disadvantages. Ultimately, parents and guardians of minors are responsible for setting and conveying the standards that their children should follow when using media and information resources. To that end, BPA supports and respects each family’s right to decide whether or not to apply for access.

BPA uses electronic mail to provide a wealth of information to students and it is one of the primary means of communication between staff and students at the school. As a result, **it is required that students check their BPA email at least once a day, but may never check email during a class activity such as a lecture, discussion or project.**

#### **Expectations of Student Behavior on Computer Networks**

Students are responsible for good behavior on school computer networks just as they are everywhere in the school environment. Communications on the network are often public and general school rules for behavior and communications apply.

The BPA network is provided for students to conduct research and communicate with others. Access to network services is given to students who abide by the expectations for behavior set out in this Handbook. **Access to the BPA network is a privilege, not a right. Access entails responsibility.**

Individual users of BPA’s computer network are responsible for their behavior and communication over those networks just as employees of corporations are. Other than clarifying the expected standards, BPA is not responsible for restricting, monitoring, or controlling the communications of individuals utilizing the network. Network storage areas may be accessed by network administrators to review files and communications in order to maintain system integrity and to insure that users are using the system responsibly. Users should not expect that files stored on the BPA servers will be private or that areas on the Internet that they have visited will be private. **There is no expectation of privacy at BPA.**

#### **For the avoidance of doubt, the following are not permitted on the BPA network:**

- Sending or displaying offensive pictures or messages
- Using obscene language
- Harassing, insulting, or attacking others
- Damaging computers, computer systems, or computer networks.
- Violating copyright laws
- Using another’s password
- Trespassing in another user’s folders, work, or files
- Intentionally wasting system resources
- Employing the network for commercial purposes
- Using servers for personal storage

Violations may result in a loss of system access as well as other disciplinary or legal action.

**Use of the following programs and software is strictly prohibited:**

- ANY File Transfer Protocol (FTP) program or software
- ANY Telnet. Remote Control program or software
- ANY video game or copy of videogame not written and designed at BPA or pre-approved by the principal. This applies to console and desktop PC video games, as well as any such program on an external hard drive (including a so-called “thumb drive” that is connected to the BPA network or any school computer)
- ANY File Sharing Applications (Kazaa/AudioGalaxy/Gnutella/Bearshare/WinMX/Morpheus/etc.)
- ANY operating system or network probing utilities including, but not limited to:
  - Netsend
  - NMap
  - Wcat
  - VNCViewer or any other remote desktop software
  - Password Cracking software
  - Desktop Theme Software
  - Portscanning Software
  - Network Sniffing Software
  - Chat and Instant Messaging applications including downloadable java clients
  - Anonymous Proxy Software or websites
  - Shortcuts to any DOS programs (that are not academic programs)

Students may not bring any copies of any commercial or shareware software (such as PhotoShop, Illustrator, Winzip, etc.) into the BPA system or attempt to download any such software from the Internet, their home system, or any foreign system to the BPA system. If a student wishes to have any software installed on the BPA system, they must speak to the Director of Technology. **A student may NEVER install any software on the BPA system.**

Students may not attempt to copy any files off any BPA computer via network, diskette, zipdisk, USB drive, CD-R, etc., except those explicitly created and intended for your use.

Students may not attempt to pirate any software.

Students may not attempt to gain passwords from other users through watching keystrokes, guessing, persuading, cracking programs, or by any other means.

**Personal laptops of any kind are not allowed to be used or carried in BPA.**

Any exceptions to any of the above are to be approved by the Director of Technology **ONLY** before any activity is conducted or performed.

Violation of any of the above guidelines may result in the denial of computer(s) to the student and other possible disciplinary consequences. During a time that a student is denied access to BPA computers, the student's computer account will be disabled and the student will not be allowed to use any other computer accounts at BPA. During this time the student is expected to continue all normal coursework but is not allowed to use their computer privileges at BPA.

**PLEASE NOTE:** User activity on the BPA system is subject to all applicable BPA regulations and Federal and State laws. Any known violations of these regulations or laws may be referred to the appropriate departments or agencies for review and may result in termination of the violator's computer account, suspension, probation, or other sanctions as outlined in Section 41301 of the CA Administration Code and criminal charges under Section 502 of the CA Penal Code as well as additional civil or criminal penalties.

## **Guidelines for Student Use of the BPA Computer System**

Protect your password. You are responsible for the activities in your account, so do not let anyone else use it! **DO NOT EVER GIVE YOUR PASSWORD OR COMPUTER TO ANYONE.**

Your account is to be used for Baypoint Preparatory Academy school related work only, not for commercial purposes. Abide by all rules and regulations of remote computer systems, networks, and network bulletin boards.

The proper use of electronic mail comes down to common sense and good citizenship. Do not send unwanted or harassing email or files to any user or system. This means users are not to send SPAM (unsolicited email), messages that could be interpreted as sexually harassing, hateful messages or messages that could be reasonably interpreted as threatening.

Each student will have a computer assigned to him/her at the beginning of the semester. This computer is the responsibility of the student it is assigned to