

**BAKERSFIELD CITY SCHOOL DISTRICT  
SCHOOL/STUDENT-USER CONTRACT**

**Ethical Use Agreement for Technology Equipment and Resources  
School \_\_\_\_\_**

Agreement: In exchange for the use of the Bakersfield City School District computer networks or systems, either at school or away from school, I understand and agree to the following:

Students, please read this document carefully. When signed by you, it becomes a legally binding contract. We must have your signature and that of your parent/guardian before we can provide you with an access account.

Listed below are the provisions of this contract. If any user violates these provisions, access to the information service may be denied and you may be subject to disciplinary action.

**Terms and Conditions of This Contract**

**1. Personal Responsibility**

As a representative of this school, I will accept personal responsibility for reporting any misuse of the network to the principal. Misuse can come in many forms, but it is commonly viewed as any messages sent or received that indicate or suggest pornography, unethical or illegal solicitation, racism, sexism, inappropriate language, and other issues.

**2. Acceptable Use**

The use of my assigned account must be in support of education and research and with the educational goals and objectives of the Bakersfield City School District. I am personally responsible for this provision at all times when using the electronic information service.

- a. Use of other organization's networks or computing resources must comply with rules appropriate to that network.
- b. Transmission of any material in violation of any United States or other state organizations is prohibited. This includes, but is not limited to: copyrighted material, threatening or obscene material, or material protected by trade secrets.
- c. Use of commercial activities by for-profit institutions is generally not acceptable.
- d. Use of product advertisement or political lobbying is also prohibited.
- e. Access to on-line services that provide information considered to be pornographic or immoral is also prohibited.

**3. Privileges**

The use of the information system is a privilege, not a right, and inappropriate use will result in cancellation of those privileges. Each person who receives an account will participate in a discussion with a Bakersfield City School District faculty member as to proper behavior and use of the network. The principal will decide what is appropriate use and his/her decision is final. The principal may close an account at any time if necessary. The administration, staff, or faculty of Bakersfield City School District may request the District deny, revoke, or suspend specific user accounts.

#### **4. Netiquette (Network Etiquette)**

You are expected to abide by the generally accepted rules of network etiquette. These rules include, but are not limited to, the following:

- a. BE POLITE. Never send, or encourage others to send, abusive messages.
- b. USE APPROPRIATE LANGUAGE. Remember that you are a representative of our school and district on a non-private system. You may be alone with your computer, but what you say and do can be viewed globally! Never swear, use vulgarities, or any other inappropriate language. Illegal activities of any kind are strictly forbidden.
- c. PRIVACY. Do not reveal home addresses or personal phone numbers.
- d. ELECTRONIC MAIL. Electronic mail (e-mail) is not guaranteed to be private. Everyone on the system has access to all mail. Messages relating to or in support of illegal activities must be reported to the authorities.
- e. DISRUPTIONS. Do not use the network in any way that would disrupt use of the network by others.

#### **5. Areas Of Use**

The use of Bakersfield City School District computers should be for the purpose of (in order of priority):

1. academic support
2. communication
3. general information

Games, whether on-line, on CD-ROM, or on diskettes, are not acceptable uses of the system unless specifically designated by a teacher or staff member as academic support.

#### **6. Services**

The Bakersfield City School District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The Bakersfield City School District will not be responsible for any damages you suffer while on this system. These damages include loss of data as a result of delays, non-deliveries, mis-deliveries, or service interruptions caused by the system or your errors or omissions. Use of any information obtained via the information system is at your own risk. The Bakersfield City School District specifically denies any responsibility for the accuracy of information obtained through its services.

#### **7. Security**

Security on any computer system is a high priority because there are so many users. If you identify a security problem, notify the teacher at once. Never demonstrate the problem to other users. Never use another individual's account without written permission from that person.

#### **8. Ethical Use**

Plagiarism of ideas or information will be grounds for disciplinary action. Theft or piracy of software and/or vandalism will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy data of another user or any other agencies or networks that are connected to the system. This includes, but is not limited to, the uploading or creation of computer viruses. Any vandalism will result in the loss of computer services, disciplinary action, and legal referral.

# REQUIRED SIGNATURES

## STUDENT

I understand and will abide by the provisions and conditions of this contract. I understand that any violations of the above provisions may result in disciplinary action, the revoking of my user account, and appropriate legal action. I also agree to report any misuse of the information system to the appropriate Bakersfield City School District administrator. Misuse can come in many forms, but can be viewed as any messages sent or received that indicate or suggest pornography, unethical or illegal solicitation, racism, sexism, inappropriate language, and other issues described above. All the rules of conduct described in the District publication entitled "Guide for Parents and Students" apply when you are on the network.

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

## PARENT OR GUARDIAN

As the parent/guardian of this student, I have read this contract and understand that it is designed for educational purposes. I understand that it is impossible for the Bakersfield City School District to restrict access to all controversial materials, and I will not hold the District responsible for materials acquired on the network. I also agree to report any misuse of the information system to the appropriate Bakersfield City School District administrator. Misuse can come in many forms, but can be viewed as any messages sent or received that indicate or suggest pornography, unethical or illegal solicitation, racism, sexism, inappropriate language, and other issues described above.

I accept full responsibility for supervision if and when my child's use is not in a school setting. I hereby give my permission to issue an account for my child and certify that the information contained on this form is correct.

Parent or Guardian Name (please print): \_\_\_\_\_

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

## SPONSORING TEACHER

I have read this contract and agree to promote this agreement with the student. Because the student may use the network for individual work or in the context of another class, I cannot be held responsible for the student use of the network. As the sponsoring teacher, I agree to instruct the student on acceptable use of the network and proper network etiquette. I also agree to report any misuse of the information system to the appropriate Bakersfield City School District administrator. Misuse can come in many forms, but can be viewed as any messages sent or received that indicate or suggest pornography, unethical or illegal solicitation, racism, sexism, inappropriate language, and other issues described above.

Teacher's Name (please print): \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

