



## EKA TECHNOLOGY AGREEMENTS

Please read the following carefully before signing this document online through your student's Enrollment Packet. Families and their student(s) will be expected to follow all of the agreements described herein:

- I have read and agree to abide by the Student Technology Damage, Loss and Use Agreement.
- I have read and agree to abide by the Student Technology Care Guidelines.
- I have read and agree to abide by the Online Accounts Agreement and Permission Form
- I have read and agree to abide by the Student Network Access Agreement.
- I have read and agree to abide by the Acceptable Use Agreement.
- I understand that my child will be issued and required to use technology/online accounts in order to complete schoolwork and state mandated assessments.

As the parent or guardian of this student, I have read the terms and conditions of the above listed agreements and guidelines. I understand that access to the Explore Knowledge Academy educational network resources is designed for educational purposes and that EKA has taken precautions to eliminate access to controversial material. However, I recognize it is impossible for EKA to restrict access to all controversial materials. I understand that if my child does not follow the Explore Knowledge Academy's Technology Agreements, privileges to access the EKA computer network resources and technology may be revoked.

I furthermore, give permission for my child to access, produce, video conference, and communicate information on the EKA computer network resources and approved online resources in accordance with the Acceptable Use Agreement. I also grant permission for the creation and use of online accounts on approved educational sites in accordance with school guidelines.



## Student Technology Damage, Use and Loss Agreement

The technology and the accompanying accessories ("Equipment") being provided to each Explore Knowledge Academy (EKA) student ("user") have significant value and do require appropriate attention and care to ensure that they remain in good working condition for their useful life. There may be instances where the equipment may become damaged, lost or stolen. In those instances, the following agreements apply:

### Equipment Damage

Equipment may become damaged and cease to function for one of three reasons: mechanical failure, accidental damage or user negligence.

#### Mechanical Failure:

Mechanical failure is defined as equipment malfunction due to manufacturer defect or normal use and or age. In the event of mechanical failure, there will be no financial responsibility to the user as long as the issue is addressed immediately, so as not to create a greater problem. In the event of mechanical failure, the equipment should be taken to the student's teacher or any front desk personnel.

#### Accidental Damage:

Accidental damage is defined as equipment malfunction in circumstances that do not violate the established Acceptable Use Agreement, Student Technology Care Guidelines or other applicable school policies. In the event of minor accidental damage the issue should be addressed immediately so as not to create a greater problem.

The following items will be assessed at the repair or replacement cost, whichever is less, if they are accidentally damaged: cracked or broken screens, water damage, technology case damage or removal, keyboard damage, mouse/trackpad damage. Student access to the EKA technology may be revoked until replacement or repair costs are paid in full or arrangements are made to pay in full.

EKA reserves the right to assess financial responsibility or take other appropriate action in situations where accidental damage becomes excessive. In the event of accidental damage, the equipment should be taken to the student's teacher or any front desk personnel.



## **User Negligence:**

User Negligence is defined as equipment malfunction in circumstances that violate the established Acceptable Use, Student Technology Care Guidelines or other applicable school policies.

User negligence will be determined by EKA and a negligence fee may be assessed. If the damage to the equipment is significant, requiring the replacement of major components or the entire device, additional amounts may be assessed as determined by EKA. The fee is independent of the cost of the repair. The number of negligence incidents will be tracked for a student over their entire enrollment term at EKA; the replacement of the equipment and/or a student's withdrawal and subsequent return to EKA will not erase previous negligence incidents.

Appeals regarding negligence must be brought to the attention of the Superintendent.

In all instances of equipment damage, the student may be issued a loaner device if applicable replacement or repair costs have been paid and if the necessary repairs cannot be completed in a timely manner. If the equipment is damaged such that it cannot be repaired, the equipment may be replaced. The loaner equipment and/or the replacement equipment will fall under the same agreement terms as the equipment it replaces. Student access to EKA technology may be revoked until replacement or repair costs are paid in full or arrangements are made to pay in full.

Although EKA will make reasonable attempts to recover any data stored on the device in all instances of damage, it cannot guarantee that such recovery will be successful.

## **Equipment Loss or Theft**

In all instances of the loss or theft of the EKA technology, the following steps must be taken by the user as well as their parent/guardian:

1. Report the loss to the student's teacher or administration immediately so appropriate search actions can be undertaken in a timely manner.
2. Contact the Front Desk in order to complete an EKA incident report.

*The payment of any Damage or Negligence Fees does not transfer ownership of the equipment to the user.*

The filing of a fraudulent incident report and/or the failure to subsequently return found equipment may result in serious disciplinary action or other actions that the school deems appropriate given the circumstances. Multiple incidences of negligence may result in additional financial responsibility for the user or other actions based on the circumstances.

## **Financial responsibility**



The payment of any fees or other amount incurred as described above are subject to the School's Financial Policies.

## Student Technology Care Guidelines

These guidelines are to be followed by all students attending Explore Knowledge Academy (EKA).

- The student is responsible for the EKA technology that has been issued to them.
- The student must ensure that the EKA technology is not lost or stolen.
- The student is expected to show good judgment and responsible use of the EKA technology.
- EKA technology should never be loaned to others.
- EKA provided technology cases, or an approved protective case must remain on technology at all times.

### Caring for the EKA technology

It is important to take good care of the screen. Even with sturdy protective cases, technology can still break. Students/families will be responsible for the full replacement or repair cost of damaged EKA technology. Student access to the EKA technology may be revoked until replacement or repair costs are paid in full or arrangements are made to pay in full. Here are some ways to protect the EKA technology.

- Don't drop it on hard surfaces or leave it where it can be stepped on.
- Only clean the screen with a soft, lint-free cloth.
- Do not clean the screen with window cleaners, glass cleaners, aerosol sprays, abrasives, alcohol, Lysol, Clorox or baby wipes.
- Devices should be closed when they are traveling with students throughout the day or in a backpack.

### Protection for EKA technology

EKA will provide one protective case for each iPad only for the school year. Cases must remain functional on the EKA technology throughout the year. Students/Families will be



responsible for the full cost of replacement of a damaged or missing case.

### **Caring for EKA technology: Environmental**

There are also a few environmental ways to care for the EKA technology.

- Keep the EKA technology out of the heat above 95 degrees (Fahrenheit) for an extended length of time.
- Keep the EKA technology out of the cold below 32 degrees (Fahrenheit) for an extended period of time.
- Keep it out of water or extremely humid locations.
- Do not insert anything inappropriate into the port connections.
- Do not touch the EKA technology screen with anything other than fingers or an approved stylus.



## ONLINE ACCOUNTS AGREEMENT

Explore Knowledge Academy (EKA) will create accounts for all students to allow for learning, assessment, and collaborative sharing using a variety of online accounts.. These accounts will be used for school related activities. The rules governing proper electronic communications by students are included in the Technology Acceptable Use Agreement.

**Official Email Address:** Students will be assigned an ekacademy.org student email address. Students will only be able to send email to and receive email from ekacademy.org email addresses and other school approved email addresses.

**Conduct:** Students are responsible for good behavior online just as they are in a traditional school building. It is illegal to use obscene, profane, threatening, or disrespectful language. Communication with others should always be course related. Students should notify the teacher of anything inappropriate or that makes them uncomfortable. Bullying will not be tolerated and the privacy of others should be respected at all times.

**Access Restriction:** Access to and use of online accounts is considered a privilege accorded at the discretion of EKA. Online content should not be created unless assigned by a teacher or after specific permission by a school employee. EKA maintains the right to immediately withdraw the access and use of an account when there is reason to believe that violations of law or school policies have occurred. In such cases, the alleged violation will be referred to a school administrator for further investigation and application of necessary consequences as indicated in the Acceptable Use Policy.

**Security:** EKA cannot and does not guarantee the security of electronic files located on online systems. Although many online accounts have powerful content filters in place, EKA cannot assure that users will not be exposed to non-educational material.

**Privacy:** EKA reserves the right to monitor, access, and review content in EKA created online accounts at any time. EKA complies with all state and federal privacy laws. Additionally, parents or guardians may access and review their child's online accounts at any time by request.

Please fill out and return EKA tech agreements form to the school.



## STUDENT NETWORK ACCESS FORM

Please read the following carefully before signing this document. Students and their families will be expected to abide by the policies described herein:

### **Parent Agreement:**

As the parent or guardian of this student, I have read the terms and conditions for the Explore Knowledge Academy Acceptable Use Policy (available on our website). I understand that access to the Explore Knowledge Academy educational network resources is designed for educational purposes and that EKA has taken precautions to eliminate access to controversial material. However, I recognize it is impossible for EKA to restrict access to all controversial materials. I understand that if my child does not follow Explore Knowledge Academy's Acceptable Use Policy, privileges to access the EKA computer network resources may be limited or revoked.



## Explore Knowledge Academy Charter School Internet, Website, Computer and Equipment Acceptable Use Agreement

### INTRODUCTION

The Internet offers a wealth of information sources for employees and students of Explore Knowledge Academy ("EKA"). Like any tool, the Internet may be misused. Although there are many valuable resources on the Internet that can improve the services and productivity of EKA, there are many forms of inappropriate material that are unrelated to the educational purpose of EKA.

EKA filters web sites believed to be inappropriate for students. However, no filtering system is perfect. EKA cannot and does not represent that inappropriate or objectionable material can be completely filtered.

This Acceptable Use Agreement (AUA) is provided so that staff, students, and members of the community using the EKA's computer network resources are aware of their responsibilities. The use of these network resources is a privilege, not a right.

Proper use of EKA's Internet access, website, and computer use is the responsibility of the individual user. Misuse of the Internet, website, computer or equipment may lead to revocation of the employee, student, parent, or agent's Internet or website access and possible discipline, including suspension, expulsion, loss of credit, reduction of grade or discharge and/or criminal prosecution. The purpose in providing these services is to facilitate access to information and resources, promote educational excellence, and enhance communication between school administration, teachers, parents, and students.

Prior to receiving access to the EKA's network resources, students must submit completed EKA technology agreements.

### SCOPE

This agreement shall apply to all users of EKA's Internet access, computers and equipment, including but not limited to students, faculty, parents, administrators, support staff, agents and board members. This policy shall apply to the use of EKA's Internet access and website access provided by any means.

### SYSTEMS/PROPERTY RIGHTS

The information, communication, processing, and storage resources provided by EKA are





the sole property of EKA. Files, data, and other communication created, originating from, or stored on EKA's hardware, software, computer disks or other electronic systems are also the property of EKA. Equipment and software leased from others by EKA are considered EKA's property for the purposes of this policy. EKA's ownership and control over its systems shall apply regardless of how and where a user accesses EKA's systems.

## **PRIVACY**

EKA can and will inspect information, emails and files stored, processed, or communicated by or through its information systems without further notice to users. Users of EKA's computers, equipment and Internet access through EKA shall have no expectation of privacy related to such use.

## **UNACCEPTABLE USE**

All EKA systems, equipment, websites, and Internet access must be used for business related and/or educational purposes.



Users **shall not** use EKA computers, equipment, internal or external Email, websites, or Internet access for any of the following purposes:

1. To access, upload, download, transmit, receive or distribute pornographic, obscene, abusive, or sexually explicit materials or materials containing unclothed or partially clothed people.
2. To transmit or receive obscene, abusive or sexually explicit language or profanity.
3. To vandalize, damage or disable the property of another person or organization.
4. To access the materials, information or files of another person or organization without permission.
5. To use the EKA's computer network resources with the intent of denying others access to the system.
6. To engage in any form of gambling.
7. To engage in any type of harassment or discrimination, including but not limited to sexual harassment and harassment or discrimination based upon race, gender, sexual orientation, religion, national origin, marital status, status with respect to public assistance, disability or any other type of harassment or discrimination prohibited by law and EKA policy.
8. To post, send, or transmit abusive messages.
9. To advocate or access information advocating any type of unlawful violence, vandalism or illegal activity.



## ACCESS RULES

1. Software having the purpose of damaging the EKA's network resources or other systems is prohibited.
2. Users shall not access, modify, or delete the files belonging to other users. Users shall use only the user names provided by EKA.
3. Polite and appropriate language is expected at all times.
4. All users must promptly report inappropriate messages received to a teacher or administration.
5. Students should not reveal personal information such as addresses, phone numbers, passwords, or financial information to others. If student work is identified, only the first name, grade, and school should be listed. Private information may not be posted about another person.
6. All use of the computers, equipment and Internet access of EKA shall be in compliance with all other EKA policies.
7. Student Access shall be subject to such additional rules, limitations and conditions as may be set by their advisor(s).

## ENFORCEMENT

Violations of this agreement shall result in discipline up to and including, suspension, expulsion or loss of credit. Additionally, violations of this policy may subject the violator to criminal prosecution under federal and/or state law and civil liability. EKA reserves the right to limit or remove any user's access to EKA Internet at any time for any reason. A canceled account will not retain electronic mail or other personal files.



## DISCLAIMER/USER LIABILITY

While EKA has adopted and shall enforce this policy to the extent practicable, it does not have the resources or technical capability to ensure complete compliance by its users, who shall be responsible for following the terms of this agreement:

1. EKA shall not assume and hereby expressly disclaims liability for the misuse of its computers, equipment or Internet access, which violates this agreement or any law.
2. EKA will cooperate fully with local, state, or federal officials in any investigation related to illegal activities.
3. EKA expressly disclaims any liability resulting from any of the following:
  - a. Financial obligations resulting from the use of EKA accounts to access the Internet or any other financial obligation entered into on behalf of EKA by an unauthorized individual;
  - b. Damage to property used to access EKA technology, networks, equipment or online resources;
  - c. Information received through EKA technology , equipment, online resources or networks.
4. Damages, injuries or improper communications resulting from contact between students, through the Internet, E-mail or use of EKA equipment, technology, websites, or systems.
5. EKA does not warrant the functions or services performed by the EKA's computer network resources. Resources are provided on an "as is, as available" basis.
6. Students and their families agree to indemnify and hold harmless EKA for any liability arising out of any violation of this AUP.

## INTERNET USE AGREEMENT

Each student must have a signed EKA Technology Agreement before access is granted to the EKA's computer network resources. This form shall be on record at EKA.