



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

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. Parent(s) and guardian(s) must consider this in deciding whether to permit their children access to the EKA's computer network resources.

This Acceptable Use Policy (AUP) 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, advisors, parents, and students.

Prior to receiving access to the EKA's network resources, students, parents, and educators must submit a completed Network Access Form to the appropriate administrator or designee at EKA.

SCOPE

This policy 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 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.

Limited Personal Use Exception for Employees: De minimis personal use by employees during non-duty hours may be authorized in advance by their supervisor upon written request. Personal use of a more substantial nature (e.g. master's degree thesis, etc.) may be authorized by a supervisor upon written request.

Users shall not use EKA computers, equipment, internal or external E-mail, 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 violate any local, state, or federal law or engage in any type of illegal activities.

4. To vandalize, damage or disable the property of another person or organization.
5. To access the materials, information or files of another person or organization without permission.
6. To use the EKA's computer network resources with the intent of denying others access to the system.
7. To violate any applicable state, federal and international copyright, trademark or intellectual property laws and regulations or otherwise use another person or organization's property without prior approval or proper attribution consistent with copyright laws, including unauthorized downloading or exchanging of pirated or otherwise unlawful software or copying software to or from any EKA computer.
8. To engage in any form of gambling.
9. 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.
10. To post, send, or transmit abusive messages.
11. To engage in any type of commercial enterprise unrelated to the specific purposes and needs of EKA.
12. To engage in any form of solicitation without the consent of their supervisor/advisor-teacher.
13. To promote any political or private causes, or other activities that are not related to the business purpose of EKA.
14. To enter into financial or contractual obligations without the prior express written consent of the Board. Any financial or contractual obligation entered into by a user without the express prior consent of the Board shall be the sole responsibility of the user.
15. To review or access any materials related to obtaining or using any controlled substances or products such as alcohol which may not lawfully be used or consumed by minors, without the express written permission of their supervisor/advisor-teacher.
16. To advocate or access information advocating any type of unlawful violence, vandalism or illegal activity, without the express prior written consent of their supervisor/advisor-teacher.
17. For employees to engage in job search activities outside of EKA.

ACCESS RULES

1. Users shall not use any Internet access or service provider other than the access or service provider that is supplied and made available to the user by EKA.
2. Users shall use only software including but not limited to E-mail applications and web browsers that is supplied by EKA.

3. Employee users shall not install hardware or software on EKA's systems without the express prior permission of their supervisor. Students may not install hardware or software.
4. Software having the purpose of damaging the EKA's network resources or other systems is prohibited.
5. Users shall not access, modify, or delete the files belonging to other users. Users shall use only the user names provided by EKA.
6. Users may not receive E-mail with attached files or enclosures greater than two megabytes in size without the permission of their immediate supervisor/advisor-teacher. Users may not forward E-mail chain letters. Users may not subscribe to receive E-mail from news groups or list services without the permission of their immediate supervisor/advisor-teacher.
7. Users shall not open files received from the Internet without first conducting a virus scan of the file.
8. Users shall not transfer files using EKA's Internet access without the approval of EKA.
9. Polite and appropriate language is expected at all times.
10. All users must promptly report inappropriate messages received to a teacher, supervisor, or the system administrators.
11. 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.
12. All use of the computers, equipment and Internet access of EKA shall be in compliance with all other EKA policies.
13. Student Access shall be subject to such additional rules, limitations and conditions as may be set by their advisor-teacher(s).
14. Employee Access shall be subject to such additional rules, limitations and conditions as may be set by their supervisor(s).

SECURITY

1. Every user must maintain the security of EKA information systems. Users shall not divulge passwords or security protocols to anyone outside EKA.
2. Users shall not permit non-employees/unauthorized users to use their passwords or EKA's Internet access.
3. E-mail communications are vulnerable to interception. Confidential information shall not be transmitted via E-mail.
4. Computer users may not run applications or files that create a security risk to the EKA's computer network resources. If users identify a security problem, they must notify appropriate administrators immediately.

5. Users should immediately notify the system administrators if they believe that someone has obtained unauthorized access to their private account.

ENFORCEMENT

Violations of this policy shall result in discipline up to and including discharge, suspension, expulsion, loss of credit and/or reduction of grade. 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 access 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 policy:

1. EKA shall not assume and hereby expressly disclaims liability for the misuse of its computers, equipment or Internet access, which violates this policy 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 computers, networks, equipment or online resources;
 - c. Information received through EKA computers, equipment, online resources or networks.
 - d. Damages, injuries or improper communications resulting from contact between individuals, including students, through the Internet, E-mail or use of EKA equipment, computers, websites, or systems.
 - e. Opinions, advice, services and all other information supplied by third parties is for informational purposes only. It is not guaranteed to be correct. Users are urged to seek professional advice for specific individual situations.
4. Any software available from the EKA's network resources is not guaranteed as to suitability, legality, or performance by EKA.

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. Staff, students, and community members agree to indemnify and hold harmless EKA for any liability arising out of any violation of this AUP.

INTERNET USE AGREEMENT

Each person must have a signed Network Access Form before access is granted to the EKA's computer network resources. This form shall be on record at EKA. The parent(s) or legal guardian(s) can withdraw their approval at any time, upon written request.