

Edkey, Inc. Technology Responsible Use Policy

This Agreement is entered into on: _____ (Date)

This Agreement is between _____ (“Student”) and Edkey, Inc. (“Sequoia Charter Schools”) hereafter referred to as “SCS”.

The purpose of this Agreement is to grant access to and define acceptable use of SCS’s technology resources (“Technology Resources”). Technology Resources are any type of instrument, device, machine, equipment, technology, or software that is capable of transmitting, acquiring, or intercepting, any telephone, electronic, data, internet, audio, video, or radio transmissions, signals, telecommunications, or services, and include without limitation (1) internal and external network infrastructure, (2) Internet and network access, (3) computers, (4) servers, (5) storage devices, (6) peripherals, (7) software, and (8) messaging or communication systems.

In exchange for the use of the Sequoia Charter Schools Technology Resources either at school or away from school, you understand and agree to the following:

- A. Your use of SCS Technology Resources is a privilege that may be revoked by SCS at any time.
- B. You have no expectation of privacy when using SCS Technology Resources. SCS reserves the right to monitor and inspect all use of its Technology Resources, including, without limitation, personal e-mail and voice-mail communications, computer files, databases, blogs or any other electronic transmissions accessed, distributed, or used through Technology Resources. SCS also reserves the right to remove any material from Technology Resources that the school, at its sole discretion, chooses to, including, without limitation, any information that SCS determines to be unlawful, obscene, pornographic, harassing, intimidating, disruptive, or that otherwise violates this Agreement.
- C. SCS Technology Resources do not provide you a “public forum.” You may not use Technology Resources for commercial purposes or to support or oppose political positions or candidates unless expressly authorized in advance by a teacher or administrator as part of a class project or activity.
- D. SCS Technology Resources are intended for use only by registered users. You are responsible for your account/password and any access to Technology Resources made using your account/password. Any damage or liability arising from the use of your account/password is your responsibility. Use of your account by someone other than you is prohibited and may be grounds for suspension from Technology Resources and other disciplinary consequences for both you and the person(s) using your account/password.
- E. You may not use Technology Resources to engage in bullying, which is defined as: Any written, verbal, or physical act, or any electronic communication, that is intended or that a reasonable person would know is likely to harm one or more pupils either directly or indirectly by doing any of the following:

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- a) Substantially interfering with educational opportunities, benefits, or programs of one or more pupils; b) Adversely affecting the ability of a pupil to participate in or benefit from the educational programs or activities by placing the pupil in reasonable fear of physical harm or by causing substantial emotional distress; c) Having an actual and substantial detrimental effect on a pupil's physical or mental health; or d) Causing substantial disruption in, or substantial interference with, the orderly operation of the school.

Use of other communication/messaging devices (including devices not owned by SCS) to engage in bullying may be grounds for discipline under the SCS Code of Conduct/Student Handbook.

- F. If you misuse Technology Resources, your access may be suspended and you may be subject to other disciplinary action, up to and including expulsion. Misuse includes, but is not limited to:
 - 1. Accessing, or attempting to access, material that is inappropriate for minors. Material that is inappropriate for minors is defined as obscene, explicit content or pornography.
 - 2. Bullying (as defined in paragraph E).
 - 3. Vandalism, which includes, without limitation, any malicious or intentional attempt to harm, steal, destroy, or disrupt user data, school material, or school hardware or software.
 - 4. Hacking, which includes, without limitation, gaining or attempting to gain access to, modifying, or obtaining copies of, information belonging to others or information you are not authorized to access.
 - 5. Unauthorized copying or use of licenses or copyrighted software.
 - 6. Plagiarizing, this includes the unauthorized distributing, copying, using, or holding out as your own, material that was written or created by someone else, without permission of, and attribution to, the author/creator.
 - 7. Allowing someone else to use your account or password or not preventing unauthorized access to Technology Resources when leaving them unattended.
 - 8. Using or soliciting the use of, or attempting to use or discover the account information or password of, another user.
 - 9. Attempting to or successfully disabling security features, including technology protection measures required under the Children's Internet Protection Act ("CIPA").
 - 10. Misusing equipment or altering system software without permission.
 - 11. Inappropriate use of technology or waste of computer resources. These acts include but are not limited to: sending mass mailings or chain letters, spending excessive amounts of time on the Internet unrelated to school work, playing games, engaging in online chat groups, instant messaging, listening to streaming audio (radio, music, etc.) or streaming video (news casts, TV, movie trailers, etc.) or otherwise creating unnecessary network traffic. Because audio, video and picture files require significant storage space, file of this, or any other sort, shall not be downloaded unless they are school related.

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12. Using Technology Resources in any way that violates any federal, state, or local law or rule, or SCS's Code of Conduct/Student Handbook.
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- G. You must promptly disclose to your teacher or other school employee any content you view or receive over Technology Resources that is inappropriate or that makes you feel uncomfortable, harassed, threatened, or bullied, or that contains sexually explicit content. You should not delete such content until instructed to do so by a staff member.
 - H. It is the policy of SCS, as a recipient of certain federal funds, to monitor the online activities of its minor students and provide technology protection measures.
 - I. It is the policy of SCS to prohibit its minor students from (1) accessing inappropriate matter on the Internet; (2) engaging in hacking or other unlawful online activities; and (3) accessing materials that are harmful to minors. It is also the policy of SCS to educate students about cyberbullying awareness and response and about appropriate online behavior, including disclosing, disseminating, or using personal information and safely and appropriately interacting with other individuals in social networking websites, chat rooms, by e-mail, and other forms of direct electronic communications.
 - J. SCS does not guarantee that measures described in paragraphs (H) and (I) will provide any level of safety or security or those they will successfully block all inappropriate material from SCS's students. You agree that you will not intentionally engage in any behavior that was intended to be prevented by paragraphs (H) and (I).
 - K. SCS does not warrant or guarantee that its Technology Resources will meet any specific requirement, or that they will be error free or uninterrupted; nor will SCS be liable for any damages (including lost data, information, or time) sustained or incurred in connection with the use, operation, or inability to use Technology Resources.
 - L. You are responsible for the proper use of Technology Resources and will be held accountable for any damage to or replacement of Technology Resources caused by your inappropriate use.

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Student Signature:

- I agree to follow this Agreement and all of the rules and regulations that may be added from time to time by SCS or its Internet Service Provider.
- I also agree to follow all rules in SCS's Code of Conduct/Student Handbook.
- As a condition of using Technology Resources, I agree to release SCS and its board members, agents, and employees, including its Internet Service Provider, from all liability related to my use or inability to use Technology Resources.
- I understand that data I send or receive over Technology Resources is not private. I consent to having SCS monitor and inspect my use of Technology Resources, including any electronic communications that I send or receive through Technology Resources.

I have read this Acceptable Use Agreement and agree to its terms.

Student Signature: _____
School: _____
Date: _____ Grade: _____

Parent Signature:

- I have read this Agreement and agree that as a condition of my child's use of Technology Resources, I release SCS and its board members, agents, and employees, including its Internet Service Provider, from all liability related to my child's use or inability to use the Technology Resources. I also indemnify SCS and its board members, agents, and employees, including its Internet Service Provider, for any fees, expenses, or damages incurred as a result of my child's use, or misuse, of SCS's Technology Resources.
- I authorize SCS to consent to the sharing of information about my child to website operators as necessary to enable my child to participate in any program, course, or assignment requiring such consent under the Children's Online Privacy Protection Act.
- I understand that data my child sends or receives over Technology Resources is not private. I consent to having SCS monitor and inspect my child's use of Technology Resources, including any electronic communications that my child sends or receives through Technology Resources.
- I understand and agree that my child will not be able to use SCS's Technology Resources until this Agreement has been signed by both my child and me.

I have read this Agreement and agree to its terms and have discussed it with my child.

Parent/Guardian Signature: _____
School: _____
Date: _____ Grade: _____