

# Texas Virtual Academy Network and Internet User Agreement

## CONDITIONS, RULES, AND ACCEPTABLE USE AGREEMENT

The Texas Virtual Academy has actively pursued making advanced technology and increased access to information available to our students and staff. We are pleased to offer Internet and networking services. We believe this computer technology will help propel our schools into the information age by allowing students and staff to access and use a variety of information sources, communicate and share information with individuals or groups of other students and staff, and significantly expand their knowledge base. The Internet is a tool for lifelong learning and only begins to open the door to expand your student's education experience.

### PROPER AND ETHICAL USE:

With this new learning tool students and staff must understand and practice proper and ethical use.

Texas Virtual Academy recognizes that technology provides ways to access the most current and extensive sources of information. Technology also enables students to practice skills and to develop reasoning and problem-solving abilities.

### ONLINE SERVICES/INTERNET ACCESS:

Texas Virtual Academy intends that the Internet and other online resources provided are to be used to support the instructional program and further student learning.

As the Internet contains an unregulated collection of resources, TXVA cannot guarantee the accuracy of the information or the appropriateness of any material that a student may encounter. Therefore, before using the online resources, each student and his/her parent shall sign and return the Acceptable Use Agreement. This agreement shall specify user obligations and responsibilities and shall indemnify TXVA for any damages. The student and parent shall agree to not hold TXVA responsible for materials acquired by the student on the system, for violations of copyright restrictions, user mistakes or negligence, or any costs incurred by users. Parents shall supervise students while using online services.

## CONDITIONS AND RULES FOR USE:

### 1. Acceptable Use

a) The purpose of the Internet is to facilitate communications in support of research and education, by providing access to unique resources and an opportunity for collaborative work. To remain eligible as a user, the use of your account must be in support of and consistent with the educational objectives of TXVA.

b) Transmission of any material in violation of any state regulation is prohibited. This includes, but is not limited to, copyrighted material, threatening or obscene material, or material protected by trade secret.

c) Use for commercial activities is generally not acceptable. Use for product advertisement or political lobbying is also prohibited.

### 2. Privilege

The use of the Internet is a privilege, not a right. Inappropriate use, including any violation of these conditions and rules, may result in cancellation of the privilege.

### 3. Monitoring

TXVA reserves the right to review any material on TXVA-issued accounts and to monitor TXVA files and Internet server space in order to make determinations on whether specific uses of the network is appropriate. In reviewing and monitoring user accounts and Internet server space, TXVA shall respect the privacy of user-accounts.

### 4. Network Etiquette

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

a) Be polite. Do not get abusive in your messages to others.

b) Use appropriate language. Do not swear, use vulgarities, or any other offensive language. Do not engage in activities that are prohibited by state or federal law.

c) Do not reveal your personal address or phone number or similar information to others.

d) Note that electronic mail (e-mail) is not guaranteed to be private. Messages relating to or in support of illegal activities will be reported to the authorities and may result in loss of user privileges.

e) Do not use the network in such a way that you would disrupt the use of the network by other users.

f) All communications and information accessible via the network should be assumed to be private property.

### 5. Network Integrity

Network personnel will be granted sufficient latitude to test for network security and Web-access filtering.

### 6. No Warranties

The Texas Virtual Academy make no warranties of any kind, whether expressed or implied, for the service they are providing.

TXVA will not be responsible for any damages a user suffers. This includes loss of data resulting from delays, no-deliveries, misdeliveries, or service interruptions caused by TXVA's negligence or by user errors or omissions. Use of any information obtained via the Internet is at the user's own risk. TXVA specifically denies any responsibility for the accuracy or quality of information obtained

through its services. All users need to consider the source of any information they obtain and consider how valid that information may be.

**7. Security**

- a) Security on any computer system is a high priority, especially when the system involves many users. Users must never allow others to use their password. Users should also protect their password to ensure system security and their own privilege and ability to continue use.
- b) If you feel you can identify a security problem on the Internet, you must notify TXVA. Do not demonstrate the problem to other users.
- c) Do not use another individual's account (except network personnel in system setup and maintenance functions).
- d) Any user identified as a security risk for having a history of problems with other computer systems may be denied access to the Internet as provided by TXVA.

**8. Vandalism and Harassment**

- a) Vandalism and/or harassment will result in loss of user privilege.
- b) Vandalism is defined as any malicious attempt to harm, modify, and destroy data of another user. This includes, but is not limited to, the uploading or creating of computer viruses.
- c) Harassment is defined as the persistent annoyance of another user or the interference with another user's work. Harassment includes, but is not limited to, the sending of unwanted e-mail.

**9. Encounter of Controversial Material**

Although TXVA provides a filtering system, users may encounter material that is controversial and that users, parents, teachers, or administrators may consider inappropriate or offensive. However, on a global network it is impossible to control effectively all content of data, and an industrious user may discover controversial material. It is the user's responsibility not to initiate access to such material.

**PENALTIES FOR IMPROPER USE:**

- 1. Any user violating these rules, applicable state or federal rules, or those posted by TXVA, are subject to loss of network privilege and other potential TXVA disciplinary options.
- 2. In addition, pursuant to state of Texas law, any unauthorized access, attempted access, or use of any state computing and/or network system is in violation of section 502 of the Texas Penal Code and/or other applicable federal laws and is subject to prosecution.

**USER:** I understand and will abide by the above Conditions, Rules, and Acceptable Use Agreement. I further understand that any violation of the above conditions, rules, and acceptable use agreement may be unethical and/or may constitute a criminal offense. Should I willfully commit any violation, my access privilege may be revoked, disciplinary action may be taken, and/or appropriate legal action taken.

**Date:**

**Name (printed):**

first middle last

**Signature:**

**Position:**  Student  Staff  Administrator

**IF UNDER 18 YEARS OF AGE, A PARENT/GUARDIAN SIGNATURE IS ALSO REQUIRED.**

**PARENT/GUARDIAN:** As the parent/guardian of the above listed student, I have read and understand the Internet and Network User Agreement. I understand that this access is designated primarily for students under the age of 18 years, for educational purposes. I understand that TXVA is taking reasonable steps to safeguard students from inappropriate material; however, access to such material is still possible. I WILL NOT hold TXVA responsible for inappropriate materials accessed on the network.

**Date:**

**Name (printed):**

first middle last

**Signature:**

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