

ACCEPTABLE USE POLICY (AUP) FOR THE INTERNET

Reasons for this Policy

The New Waverly Independent School District ("School District") is providing computer network and Internet access for its students and employees. This service allows employees and students to share information, learn new concepts, research diverse subjects, and create and maintain school-based websites.

The School District has adopted this Acceptable Use Policy ("Policy") to set guidelines for accessing the computer network or the Internet service provided by the School District. Every year, students and employees who want computer network and Internet access for that upcoming school year need to sign and submit this Policy to the School District. Students who are under 18 also must have their parents or guardians sign this Policy. By signing this agreement, the student, employee, and parent or guardian agree to follow the rules set forth in this Policy and to report any misuse of the computer network or the Internet to a teacher or supervisor. Parties agreeing to this policy also understand the School District may revise the Internet Acceptable Use Policy as it deems necessary. The School District will provide notice of any changes either by posting such a revised version of the Policy on its website or by providing written notice to the students, employees and parents or guardians.

The Account may only be used during the time the user is a student or employee of the School District. Anyone who receives an Account is responsible for making sure it is used properly.

Acceptable Uses of the Computer Network or the Internet

The Account provided by the School District should be used only for educational or professional purposes. Staff may use the Internet for personal use only if such use is incidental and occurs during their duty-free time. Student usage of the internet and computer network is provided only on a monitored basis. Students will not be allowed unmonitored access to the computer network or the internet.

If a user is uncertain about whether a particular use of the computer network or the Internet is appropriate, he or she should consult a teacher or supervisor.

Unacceptable Uses of the Computer Network or the Internet

The following uses of the Account provided by the School District are unacceptable:

1. Uses that violate any state or federal law or municipal ordinance are unacceptable.

Unacceptable uses include, but are not limited to the following:

- Selling or purchasing any illegal substance;
 - Accessing, transmitting, or downloading pornography, obscene depictions, harmful materials, or materials that encourage others to violate the law; or
 - Transmitting or downloading confidential information or copyrighted materials
2. Uses that involve the accessing, transmitting or downloading of inappropriate matters on the Internet, as determined by the school board, local educational agency or other related authority
 3. Uses that involve obtaining and or using anonymous email site.
 4. Uses that cause harm to others or damage to their property are unacceptable.

Unacceptable uses include, but are not limited to the following:

- Deleting, copying, modifying, or forging other users' e-mails, files, or data;
 - Accessing another User's email without their permission, and as a result of that access, reading or forwarding the other User's e-mails or files without that User's permission;
 - Damaging computer equipment, files, data or the network;
 - Using profane, abusive, or impolite language;
 - Disguising one's identity, impersonating other users, or sending anonymous e-mail messages;
 - Threatening, harassing, or making defamatory or false statements about others;
 - Accessing, transmitting, or downloading offensive, harassing, or disparaging materials;
 - Accessing, transmitting or downloading computer viruses or other harmful files or programs, or in any way degrading or disrupting any computer system performance; or
 - Accessing, transmitting or downloading large files, including "chain letters" or any type of "pyramid schemes."
 - Using any district computer to pursue hacking, internal or external to the district, or attempting to access information that is protected by privacy laws.
5. Uses that jeopardize access or lead to unauthorized access into Accounts or other computer networks are unacceptable.

Unacceptable uses include, but are not limited to the following:

- Using other users' Account passwords or identifiers;
- Disclosing one's Account password to other users or allowing other users to use one's Accounts;
- Getting unauthorized access into other users' Accounts or other computer networks; or
- Interfering with other users' ability to access their Accounts.

6. Commercial uses are unacceptable.

Unacceptable uses include, but are not limited to the following:

- Selling or buying anything over the Internet for personal financial gain; or
- Using the Internet for advertising, promotion, or financial gain; or
- Conducting for-profit business activities and engaging in non-government related fundraising or public relations activities such as solicitation for religious purposes, lobbying for political purposes, or soliciting votes.

Internet Safety

- In compliance with the Children's Internet Protection Act ("CIPA"), the School District will implement filtering and/or blocking software to restrict access to Internet sites containing pornography, obscene depictions, or other materials harmful to minors under 18 years of age. The software will work by scanning for objectionable words or concepts, as determined by the School District. [Note: CIPA does not enumerate any actual words or concepts that should be filtered or blocked. Thus, CIPA necessarily requires that the School District determine which words or concepts are objectionable.] However, no software is foolproof, and there is still a risk an Internet user may be exposed to a site containing such materials. An Account user who incidentally connects to such a site must immediately disconnect from the site and notify a teacher or supervisor. If an Account user sees another user is accessing inappropriate sites, he or she should notify a teacher or supervisor immediately.
- In compliance with CIPA, the School District and its representatives will implement a mechanism to monitor all minors' on-line activities, including website browsing, email use, chat room participation and other forms of electronic communications. Such a mechanism may lead to discovery a user has violated or may be violating this Policy, the appropriate disciplinary code or the law. It is also all staff members' responsibility to educate students about appropriate online behavior, including interactions with other individuals on social networking sites/chatrooms, and cyberbullying awareness and response, as well as monitor students' online activity for appropriate behavior. Monitoring is aimed to protect minors from accessing inappropriate matter, as well as help enforce this policy, on the Internet, as determined by the school board, local educational agency or other related authority. The School District reserves the right to monitor other users' (e.g., employees, students 17 years or older) online activities, and to access review, copy, store or delete any electronic communications or files and disclose them to others as it deems necessary.
- Student information shall not be posted unless it is necessary to receive information for instructional purposes, and only if the student's teacher and parent or guardian has granted permission.
- Account users shall not reveal on the Internet personal information about themselves or about other persons. For example, Account users should not reveal their full names, home addresses, telephone numbers, school addresses, or parents' names on the Internet.
- Account users shall not meet in person anyone they have met on the Internet in a secluded place or a private setting. Account users who are under the age of 18 shall not meet in person anyone they have met on the Internet without their parent's permission.

- Account users will abide by all school district security policies.

Privacy Policy

The System Administrator has the authority to monitor all Accounts, including e-mail and other materials transmitted or received via the Accounts. All such materials are the property of the School District. Account users do not have any right to or expectation of privacy regarding such materials.

Storage Capacity

To ensure that Account users remain within the allocated disk space, users with email accounts should check their email frequently and delete unwanted messages and other files or data that take up excessive storage space. The system administrator will also routinely delete messages from Account users' inbound and outbound log files, messages saved to the archive folders on the system, and messages posted to the School District's web site.

Penalties for Improper Use

The use of the Account is a privilege, not a right, and inappropriate use will result in the restriction or cancellation of the Account. Inappropriate use may lead to any disciplinary and/or legal action, including but not limited to suspension or expulsion or dismissal from employment from the School District, or criminal prosecution by government authorities. The School District will attempt to tailor any disciplinary action to meet the specific concerns related to each violation.

Disclaimer

- The School District makes no guarantees about the quality of the services provided and is not responsible for any claims, losses, damages, costs, or other obligations arising from the unauthorized use of the Accounts. The School District also denies any responsibility for the accuracy or quality of the information obtained through the Account.
- Any statement, accessible on the computer network or the Internet, is understood to be the author's individual point of view and not that of the School District, its affiliates, or employees.
- Account users are responsible for any losses sustained by the School District or its affiliates, resulting from the Account users' intentional misuse of the Accounts.

For more information, please call the NWISD Technology Department at (936)344-2803.

EMPLOYEE AGREEMENT

All active employees must read and sign below.

I have read, understand, and agree to abide by the provisions of the attached Acceptable Use Policy of the New Waverly Independent School District ("School District").

I understand and agree in the event a third party makes a claim against the School District as a result of my use of the computer network or the Internet provided by the School District, the School District reserves its right to respond to such a claim as it sees fit and to hold all offending parties, including myself, responsible.

I release the School District, its affiliates, and its employees from any claims or damages of any nature arising from my access or use of the computer network or the Internet provided by the School District. I am responsible for toll charges (if any) as a result of using NWISD services. I also agree not to hold the School District responsible for materials improperly acquired on the system or for violations of copyright restrictions, user's mistakes or negligence, or any costs incurred by users.

This agreement shall be governed by and construed under the laws of the United States and the State of Texas.

Employee Name

Employee Signature

Date

This form is to be kept at the school or office and kept on file by the school site administrator. It is required for all employees that will be using a computer network and/or Internet access. It is to be renewed each year prior to any computer network or Internet usage.

STUDENT AGREEMENT

All active students, regardless of age, must read and sign below.

I have read, understand, and agree to abide by the provisions of the attached Acceptable Use Policy of the New Waverly Independent School District ("School District").

I understand and agree in the event that a third party makes a claim against the School District as a result of my use of the computer network or the Internet provided by the School District, the School District reserves its right to respond to such a claim as it sees fit and to hold all offending parties, including myself, responsible.

I release the School District, its affiliates, and its employees from any claims or damages of any nature arising from my access or use of the computer network or the Internet provided by the School District. I am responsible for toll charges (if any) as a result of using NWISD services. I also agree not to hold the School District responsible for materials improperly acquired on the system or for violations of copyright restrictions, users' mistakes or negligence, or any costs incurred by users.

This agreement shall be governed by and construed under the laws of the United States and the State of Texas.

School

Student Name

Student Signature

Date

This form is to be kept at the school site and kept on file by the classroom teacher or school site administrator. It is required for all students that will be using a computer network and/or Internet access. It is to be renewed each year prior to any computer network or Internet usage.

PARENT OR GUARDIAN AGREEMENT

All parents or legal guardians of students under 18 must read and sign below.

As the parent or legal guardian of the above student, I have read, understand, and agree my child or dependent must comply with the provisions of the attached Acceptable Use Policy of the New Waverly Independent School District ("School District"). I give full permission to the School District to give my child or dependent access to a NWISD Account and to the NWISD system.

I understand and agree in the event a third party makes a claim against the School District as a result of my child or dependent's use of the computer network or the Internet provided by the School District, the School District reserves its right to respond to such a claim as it sees fit and to hold all offending parties, including my child or dependent, responsible.

I release the School District, its affiliates, and its employees from any claims or damages of any nature arising from my child or dependent's access or use of the computer network or the Internet provided by the School District. I am responsible for toll charges (if any) as a result of using NWISD services. I also agree not to hold the School District responsible for materials improperly acquired on the system, or for violations of copyright restrictions, users' mistakes or negligence, or any costs incurred by users.

This agreement shall be governed by and construed under the laws of the United States and the State of Texas.

School

Name of Student

Parent/Legal Guardian Name

Parent/Legal Guardian Signature Date _____

This form is to be kept at the school site and kept on file by the classroom teacher or school site administrator. It is required for all students that will be using a computer network and/or Internet access. It is to be renewed each year prior to any computer network or Internet usage.