



**Acceptable**

**Use**

**Policy**

**2003-2004**

**EDLINK12 TELECOMMUNICATIONS NETWORK  
ACCEPTABLE USE POLICY  
2003-2004**

**I. Introduction**

Internet Access, E-mail, and Videoconferencing Services are provided through the Region 12 Telecommunications Network, EDLINK12 solely for educational purposes and for use in connection with official duties, subject to these Acceptable Use Guidelines.

**II. Your Privileges**

Access to the EDLINK12 telecommunications system is a privilege, not a right. All members shall be required to acknowledge receipt and understanding of all administrative regulations governing use of the system services and shall agree in writing to allow monitoring of their use and to comply with such regulations and guidelines. Noncompliance with applicable regulations may result in suspension of access or termination of privileges and other disciplinary action consistent with EDLINK12, ESC Region 12, or member districts or schools.

As a member, **right to privacy is limited** in your electronic communication and work. Anything sent through electronic means is susceptible to access by others. In addition, EDLINK12 reserves the right to periodically monitor system activities to ensure proper use of the EDLINK12 services.

All EDLINK12 members have the **right to equal access** to services. Some uses, however, will be given priority over other uses. For example, videoconferencing traffic will be given higher priority than Internet browsing traffic. In addition, videoconferences will be given different priorities based on a number of factors, including but not limited to partnerships involved, number of sites affected, urgency, availability, and student involvement.

You have the **right to freedom from harassment**. If you ever feel harassed or threatened by someone on the network, please bring it to the attention of the EDLINK12 network managers, your Site Manager, or your district/site's computer network administrators.

As in any educational community, there will be **intellectual freedom** on the EDLINK12 network. No viewpoint will be unfairly restricted. However, unorthodox viewpoints must take responsibility for the consequences of their words and opinions. In addition, members will be expected to abide by their district or school's policies regarding opinions, vulgarity, pornography, and other issues of professionalism. The network's objective is to provide an encouraging learning environment for students and educators, similar to a classroom setting.

### **III. Your Responsibilities**

Modeled after TASB Electronic Communication and Data Management  
CQ (Local)

**Limited personal use** of the EDLINK12 network will be permitted if the use imposes no tangible cost to ESC Region 12, does not unduly burden the EDLINK12 network resources, and adheres to the following member responsibilities.

When EDLINK12 network members agree to abide by these responsibilities, the members also agree that they will ensure that the students under their supervision will adhere to these responsibilities. In addition, members understand they will be held responsible for the actions of students, parents or community members while using EDLINK12 services.

To register your commitment to comply with the following acceptable use policies, you are required to submit the EDLINK12 Acceptable Use Agreement form that matches the services for which you have contracted. This acknowledgement indicates your agreement with the General policies, as well as the specific policies for each particular service for yourself, staff members, and students in your district/site.

These Acceptable Use Policies are subject to change. As EDLINK12 services are added and changed, you may be asked to submit new compliance forms. An updated Acceptable Use Policy is available at [www.esc12.net/technology/EDLINK12/docs/EDLINK12aup03-04.pdf](http://www.esc12.net/technology/EDLINK12/docs/EDLINK12aup03-04.pdf).

#### **General**

**(These policies apply to all EDLINK12 members.)**

- 1) The purpose of the EDLINK12 network is for education and research. The main use of the network must be in support of education and research and consistent with the EDLINK12 vision. Other uses of the network must comply with the rules and guidelines as defined herein.
- 2) Members shall not use the EDLINK12 network for any unlawful purposes, such as the illegal copying or installation of software. All members must respect the legal protection provided by copyright license to software programs, web sites, books, magazine articles, music, video, film and data. The copying of EDLINK12 software or files is prohibited.
- 3) Use of EDLINK12 network systems to attempt to gain access to remote systems is prohibited. Intentional attempts to “crash” EDLINK12 network systems or any other network system will be reported to the proper authorities and the district superintendent and/or campus administrator.
- 4) Members shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer’s memory, file system or software. Such code is often called a bug, virus, worm, Trojan Horse, or similar name. Attempts to introduce viruses into the EDLINK12 network will be reported to the proper authorities and the district superintendent and/or campus administrator.

- 5) Members shall not use network services to annoy or harass others with language, images or threats. Members must respect the rights of others by not using language that is abusive, profane, or sexually offensive.
- 6) Members shall not deliberately access or create any obscene or objectionable information, language or images.
- 7) Members shall not intentionally damage EDLINK12 network equipment, damage information belonging to others, misuse network resources, or allow others to misuse network resources.
- 8) Members shall not physically tamper with computers, networks or other EDLINK12 equipment, except as directed by EDLINK12 network managers or district/school Site Managers.
- 9) Members shall not remove EDLINK12 equipment from its location at the district or school without permission of an EDLINK12 network manager or a district/school Site Manager.
- 10) Members shall not distribute or post advertising for profit, for campaigns for political office, or for lobbying purposes on the EDLINK12 network.
- 11) Members shall not distribute chain letters of any kind over the network.
- 12) Members will not attempt to hold EDLINK12 or ESC Region 12 responsible for any legal claim arising from use of EDLINK12 services, including but not limited to claims of defamation, slander, libel, and invasion of privacy. Moreover, members agree to indemnify EDLINK12 and ESC Region 12 from any costs or losses incurred arising from such claims and/or copyright infringement claims made by third parties, including participants in videoconferencing sessions.
- 13) Members understand that neither EDLINK12 nor ESC Region 12 is held responsible for the content or accuracy of any information transmitted over the Internet, through e-mail, or on the videoconferencing system.
- 14) Any EDLINK12 traffic that traverses another network may be subject to that network's acceptable use policy.

**A. Internet**

**(These policies only apply to districts/sites who have contracted for Internet services.)**

- 1) Members shall be responsible for any information submitted on or downloaded from the Internet. EDLINK12 will not guarantee the security of any Social Security number, credit card number, bank account number, or other financial or personal information submitted on the Internet.

- 2) Members understand EDLINK12 will not guarantee the privacy of Internet browsing or other Internet communications.
- 3) Members will ensure compliance with the following for staff use of the Internet:  
Staff shall not use/access material that is obscene or is child pornography.
- 4) Members will ensure compliance with the following for student use of the Internet:
  - Students shall not access material that is obscene, pornographic, child pornography, "harmful to minors", or otherwise inappropriate for educational uses.
  - Students shall not use school resources to engage in "hacking" or attempts to otherwise compromise system security.
  - Students shall not engage in any illegal activities on the Internet.
  - Students shall only use electronic mail, chat rooms, and other forms of direct electronic communications for school-related purposes.
  - Students shall not disclose personal information, such as name, school, address, and telephone number outside of the school network.
- 5) Any violation of school policy may result in loss of school-provided access to the Internet. Additional disciplinary action may be determined in keeping with existing procedures and practices. When and where applicable, law enforcement agencies may be involved.

**B. E-mail**

**(These policies only apply to districts/sites who have contracted for E-mail services.)**

- 1) Members will contract with ESC Region 12 for e-mail services for a period of one year at the rate of \$12/account/year. Advanced payments for multiple years will not be accepted. The member's district will be invoiced at renewal time.
- 2) Members who contract for e-mail services must have a direct relationship to a K-12 district or school in Texas.
- 3) Members shall not impersonate other educators. Applying for an e-mail user ID under false pretenses will be reported to the district superintendent or school administrator, and current EDLINK12 privileges will be revoked.
- 4) E-mail accounts are intended for educators only. E-mail accounts may not be initiated for parents or students.
- 5) Decryption of the EDLINK12 e-mail system or member e-mail passwords is prohibited.
- 6) Members understand EDLINK12 will not guarantee the privacy of e-mail messages.

- 7) Members understand that e-mail accounts not used within three months of their expiration date will be deleted.
- 8) Members understand that EDLINK12 and the ESC Region 12 reserve the right to review any material on member accounts and to monitor fileserver space. When possible, permission will be requested in advance.
- 9) In monitoring, EDLINK12 network managers will respect the privacy of members' e-mail accounts. EDLINK12 network managers may request permission to view your e-mail files. Note that network managers may access your files **as part of normal maintenance**. This maintenance may include spot checks to ensure that inappropriate or copyrighted materials are not being kept in private folders.

### **C. Videoconferencing**

**(These policies only apply to districts/sites who have contracted for videoconferencing services.)**

- 1) Members shall not connect additional equipment to the EDLINK12 equipment which requires installation of software without prior approval of the ESC Region 12 technical team.
- 2) Members shall not use the videoconferencing systems for critical medical situations or any other time-critical business transactions.
- 3) Members are responsible for securing appropriate releases for all videoconference participants, including adult parent/guardian consent for releases for participants under 18 years of age.
- 4) Members understand that audio or video copies of the videoconferences may be available to the public and the media under the Texas Public Information Act.
- 5) Members shall not hold EDLINK12, ESC Region 12, or any of their agents or employees responsible for costs incurred on inconveniences in the event of a videoconference that is delayed or canceled due to technical difficulties.
- 6) EDLINK12 will not guarantee the privacy of videoconferences.

### **IV. Enforcement of policy**

- 1) The EDLINK12 member will use a technology protection measure that blocks or filters Internet access to block access to some Internet sites that are not in accordance with the policy of that member district/school.
- 2) The technology protection measure that blocks or filters Internet access may be disabled by staff member of an EDLINK12 district/school for bona fide research purposes by an adult.
- 3) A staff member of the member district/school may override the technology protection measure that blocks or filters Internet access for a student to access a site with

legitimate educational value that is wrongly blocked by the technology protection measure that blocks or filters Internet access.

- 4) A staff member of an EDLINK12 district/school will monitor students' use of the Internet, through either direct supervision, or by monitoring Internet use history, to ensure enforcement of the policy.



## Acceptable Use Agreement 2003-2004

I have read the EDLINK12 Telecommunications Network Policies and Guidelines and agree to abide by the General policies for all EDLINK12 members as well as the policies defined for the services for which my district/site is contracting. I furthermore agree to ensure that every staff member and student in our district/site will read and abide by the General policies and the policies applicable to the services for which my district/site is contracting (as marked below). I will be responsible for keeping a signed acknowledgement on file for each staff member and student.

- |   |   |
|---|---|
| <input type="checkbox"/> A. Internet Access | <input type="checkbox"/> C. Videoconferencing |
| <input type="checkbox"/> B. E-mail Services | <input type="checkbox"/> D. All Services      |

In consideration for the privilege of using the EDLINK12 telecommunications system, and in consideration for having access to public electronic communications networks, I hereby release the Education Service Center Region 12, EDLINK12 operators, and any institutions with which they are affiliated from any and all claims and damages of any nature arising from my use of, or inability to use, the EDLINK12 system services, including, and without limitation, the types of damages identified in my district's policy and administrative regulations.

I understand that noncompliance with the EDLINK12 Acceptable Use Policies may result in suspension of access to services or termination of privileges, as well as other disciplinary action consistent with EDLINK12, the Education Service Center Region 12, or EDLINK12 member districts or schools.

Superintendent Name \_\_\_\_\_

Signature \_\_\_\_\_

Email Address \_\_\_\_\_

District \_\_\_\_\_

Date \_\_\_\_\_

**Please return to:** Education Service Center Region 12  
EDLINK12 Director/AUP  
P.O. Box 23409  
Waco, Texas 76702-3409



## **Non-Member Registration Form For Participation in EDLINK12 Videoconferencing Services**

My district/site is not currently a member of EDLINK12, but I would like to participate in videoconferences provided on the EDLINK12 network. I have read the EDLINK12 Telecommunications Network Policies and Guidelines and agree to abide by its provisions for videoconferencing.

I understand that in a Distance Learning Classroom, my voice, physical presence, and participation in classroom activities will be transmitted to distance learning sites. I hereby agree that my voice, presence, and participation in these classes will not be a violation of my personal rights and hereby release any claims for the use of such during the duration of the distance learning class.

In consideration for the privilege of using the EDLINK12 telecommunications system, and in consideration for having access to public electronic communications networks, I hereby release the Education Service Center Region 12, EDLINK12 operators, and any institutions with which they are affiliated from any and all claims and damages of any nature arising from my use of, or inability to use, the EDLINK12 system services, including, and without limitation, the types of damages identified in my district's policy and administrative regulations.

I understand that noncompliance with the EDLINK12 Acceptable Use Policies may result in suspension of access to services or termination of privileges, as well as other disciplinary action consistent with EDLINK12, the Education Service Center Region 12, or my district or school.

Participant Name \_\_\_\_\_

Signature \_\_\_\_\_

Email Address \_\_\_\_\_

District \_\_\_\_\_

Date \_\_\_\_\_

**Please return to:** Education Service Center Region 12  
EDLINK12 Director/AUP  
P.O. Box 23409  
Waco, Texas 76702-3409



# **Acceptable Use Agreement**

## **Sample Forms**

### **For District Use**



## **SAMPLE FORM A**

### **Acceptable Use Agreement for District Employees**

I have read the EDLINK12 Telecommunications Network Policies and Guidelines and agree to abide by the General policies for all EDLINK12 members as well as for the following services for which my district/site contracts:

- |   |   |
|---|---|
| <input type="checkbox"/> A. Internet Access | <input type="checkbox"/> C. Videoconferencing |
| <input type="checkbox"/> B. E-mail Services | <input type="checkbox"/> D. All Services      |

In consideration for the privilege of using the EDLINK12 telecommunications system, and in consideration for having access to public electronic communications networks, I hereby release the Education Service Center Region 12, EDLINK12 operators, and any institutions with which they are affiliated from any and all claims and damages of any nature arising from my use of, or inability to use, the EDLINK12 system services, including, and without limitation, the types of damages identified in my district's policy and administrative regulations.

I understand that noncompliance with the EDLINK12 Acceptable Use Policies may result in suspension of access to services or termination of privileges, as well as other disciplinary action consistent with EDLINK12, the Education Service Center Region 12, or EDLINK12 member districts or schools.

Name \_\_\_\_\_

Signature \_\_\_\_\_

District \_\_\_\_\_

School \_\_\_\_\_

E-mail Address \_\_\_\_\_

Date \_\_\_\_\_

**Please return to:** YOUR DISTRICT SUPERINTENDENT OR APPROPRIATE DEPARTMENT



## **SAMPLE FORM B**

### **Parent letter from EDLINK12 participating district or school For Internet and Videoconferencing**

Dear Parents:

Your child has an opportunity to participate in the EDLINK12 Telecommunications Network. This network includes districts and schools in a 12-county area of Central Texas. EDLINK12 provides our district and school with Internet access and two-way interactive videoconferencing. Through EDLINK12, your child will be able to communicate with other schools, colleges, organizations and individuals around the world through the World Wide Web and video distance learning.

The Internet is a network of networks which will give your child access to hundreds of databases, libraries, web sites, resources, and services all over the world. Through video distance learning, your child will be able to participate in live videoconferences and/or videocourses. These videoconferences will include student courses, curriculum extension activities such as "virtual" field trips to faraway places, and collaborative projects with other schools and/or colleges and universities. Therefore, we need your permission as a parent or guardian for your child to participate in EDLINK12 activities and opportunities.

With this educational opportunity also comes responsibility. Your child's teachers will train your child to use the EDLINK12 services properly, in accordance with the network's Acceptable Use Policies and our district's policies and procedures. Inappropriate use will result in the loss of privileges and appropriate disciplinary action. If you wish to have a copy of the EDLINK12 Acceptable Use Policies, please make a note on the enclosed reply form.

Please note that the Internet is an association of diverse communication and information networks. It is possible that your child may run across areas of adult content and some material you may find objectionable. While our school will take reasonable steps to preclude access to such material and does not encourage such access, it is not possible for us to absolutely prevent such access.

In addition, please note that when your child's class participates in video distance learning, your child will be seen on a television screen in one or more separate other locations. Often video distance learning sessions are videotaped for future educational use by the participating organizations. While our school will take reasonable steps to ensure the security of our students, it is not possible for us to absolutely know how, where and when such videotapes will be used by other organizations.

We ask that you please return the attached form indicating your permission or denial of permission for your child to participate in the EDLINK12 Telecommunications Network services. Thank you in advance for your assistance.

Sincerely,

PRINCIPAL NAME



**SAMPLE FORM C**  
**Parent/Student Agreement Form for use of EDLINK12**  
**Internet and Videoconferencing services**

Student Name \_\_\_\_\_ Grade \_\_\_\_\_

School \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_

Home Address \_\_\_\_\_

Home Phone Number \_\_\_\_\_

\_\_\_\_\_ I DO give permission for my child to participate in the EDLINK12 telecommunications system services. I understand that this access is designed for educational purposes. However, I also realize that it is impossible to restrict access to all controversial materials; and I will not hold EDLINK12 or my school district responsible for materials acquired or sent via the network.

I understand that in a Distance Learning Classroom, my child's voice, physical presence, and participation in classroom activities will be transmitted to distance learning sites. I hereby agree that my child's voice, presence, and participation in these classes will not be a violation of his/her personal rights and hereby release any claims for the use of such during the duration of the distance learning class.

\_\_\_\_\_ I DO NOT give permission for my child to participate in the EDLINK12 telecommunications system services.

\_\_\_\_\_ Please send me a copy of the EDLINK12 Acceptable Use Policies.

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_



**Acceptable Use Policy**  
**Sample Form D**  
**Parent letter from EDLINK12 participating district or school**  
**For Videoconferencing Only**

Dear Parents:

Your child has an opportunity to participate in the EDLINK12 Telecommunications Network. This network includes districts and schools in a 12-county area of Central Texas. EDLINK12 provides our district/school two-way interactive videoconferencing. Through EDLINK12, your child will be able to participate in live conferences and/or videocourses with other schools, colleges, organizations and individuals around the world. These videoconferences will allow your child to participate in student courses, curriculum extension activities such as “virtual” field trips to faraway places, and collaborative projects with other schools or organizations. Therefore, we need your permission as a parent or guardian for your child to participate in EDLINK12 videoconferencing activities and opportunities.

With this educational opportunity also comes responsibility. Your child’s teachers will train your child to use the EDLINK12 services properly, in accordance with the network’s Acceptable Use Policies and our district’s policies and procedures. Inappropriate use will result in the loss of privileges and appropriate disciplinary action. If you wish to have a copy of the EDLINK12 Policies and Guidelines including the Acceptable Use Policies, please make a note on the enclosed reply form.

Please note that when your child’s class participates in video distance learning, your child will be seen on a television screen in one or more separate other locations. Often video distance learning sessions are videotaped for future educational use by the participating organizations. While our school will take reasonable steps to ensure the security of our students, it is not possible for us to absolutely know how, where and when such videotapes will be used by other organizations.

We ask that you please return the attached form indicating your permission or denial of permission for your child to participate in the EDLINK12 Telecommunications Network’s services. Thank you in advance for your assistance.

Sincerely,

PRINCIPAL NAME



**Sample Form E**  
**Parent/Student Agreement Form**  
**For Use of EDLINK12 Videoconferencing Services**

Student Name \_\_\_\_\_ Grade \_\_\_\_\_

School \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_

Home Address \_\_\_\_\_

Home Phone Number \_\_\_\_\_

\_\_\_\_\_ I DO give permission for my child to participate in the EDLINK12 telecommunications system videoconferencing services. I understand that in a Distance Learning Classroom, my child's voice, physical presence, and participation in classroom activities will be transmitted to distance learning sites. I hereby agree that my child's voice, presence, and participation in these classes will not be a violation of his/her personal rights and hereby release any claims for the use of such during the duration of the distance learning class.

\_\_\_\_\_ I DO NOT give permission for my child to participate in the EDLINK12 telecommunications system videoconferencing services.

\_\_\_\_\_ Please send me a copy of the EDLINK12 Policies and Guidelines including the Acceptable Use Policies.

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_