

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT

Adopted: 1/30/95

EH-AC
Administrative Directive

HLPNET ACCEPTABLE USE TERMS AND CONDITIONS

GENERAL INFORMATION

The Hacienda La Puente computer network (HLPnet) (herein referred to as "HLPnet", "Network", or "System") is a service provided by the Hacienda La Puente Unified School District. Additional administrative support is provided by Los Angeles County Office of Education, California State University (CSU) and CSUnet. The system administrators of HLPnet are employees of Hacienda La Puente Unified School District (herein referred to as "HLPUSD") and reserve the right to monitor all activity on HLPnet. On acceptance for membership to HLPnet, members will be given an account name and password. Although called a member "account," there are currently no charges to members by HLPnet for system usage. The primary host machine is hlpvax.enet.hlpusd.k12.ca.us at IP address 156.3.9.1.

HLPnet is connected by a 1.5Mbps (T1) dedicated frame relay link to CSUnet and their California statewide backbone via LACOEnet. A connection to the National Science Foundation (NSF) NSFNET Internet backbone is made via the California State University to the California Education Research Foundation network (CERFnet) and also via Bay Area Regional Research network (BARRNet).

Because of this complex association between so many government agencies and networks, the end user of any of these networks must adhere to strict guidelines. They are provided here so that members and the parents of members who are under 18 years of age are aware of the responsibilities they are about to acquire. HLPnet may modify these rules at any time by publishing the modified rule(s) on the System. The signature(s) at the end of this document is (are) legally binding and indicates the party (parties) who signed has (have) read the Terms and Conditions carefully and understand their significance.

INFORMATION CONTENT & USES OF THE SYSTEM

Member agrees not to publish on or over the System any information which violates or infringes upon the rights of any other person or any information which would be abusive, profane or sexually offensive to a reasonable person, or which, without the approval of the system administrators, contains any advertising or any solicitation of other members to use goods or services. Member agrees not to use the facilities and capabilities of the System to conduct any business or activity or solicit the performance of any activity which is prohibited by law.

Because HLPnet provides, through connection to LACOEnet, CSUnet, CERFnet, and NSFNET, access to other computer systems around the world, Member (and the parent(s) of Member if Member is under 18 years of age) specifically understands that the system administrators and HLPUSD do not have control of the content of information residing on these other systems. Members and the parents of members who are under 18 years of age are advised that some systems may contain defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material. HLPnet, HLPUSD, and the system administrators do not condone the use of such materials and do not permit usage of such materials in the school environment. Parents of minors having accounts on the System should be aware of the existence of such materials and monitor home usage of the System. Students knowingly bringing such materials into the school environment will be dealt with according to the discipline policies of the individual school site and HLPUSD, and such activities may result in termination of their account on HLPnet.

HLPnet, THE SYSTEM ADMINISTRATORS AND HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT DO NOT WARRANT THAT THE FUNCTIONS OR SERVICES PERFORMED BY, OR THAT THE INFORMATION OR SOFTWARE CONTAINED ON THE SYSTEM WILL MEET THE MEMBER'S REQUIREMENTS OR THAT THE OPERATION OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SYSTEM WILL BE CORRECTED. HLPnet IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. HLPnet DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES PROVIDED BY SAME AND ANY INFORMATION OR SOFTWARE CONTAINED THEREIN.

THIRD PARTY SUPPLIED INFORMATION

Opinions, advice, services and all other information expressed by members, information providers, service providers, or other third party personnel on HLPnet are those of the provider and not of HLPnet. Members are urged to seek professional advice for specific, individual situations.

Member may order services or merchandise from other agencies and members of HLPnet, not affiliated with HLPnet, ("Seller") through HLPnet. All matters concerning the merchandise and services ordered from Seller, including but not limited to purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between the Seller and the Member. HLPnet makes no warranties or representations whatsoever with regard to any goods or services provided by Sellers. HLPnet, HLPUSD, or the system administrators shall not be a party to such transactions or be liable for any costs or damages arising out of, either directly or indirectly, the actions or inactions of Sellers.

TELEPHONE CHARGES

HLPnet assumes no responsibility or liability for any phone charges including, but not limited to, long distance charges, per minute (unit) surcharges and/or equipment or line costs, incurred by Member while accessing HLPnet. Any disputes or problems regarding phone service are strictly between Member and his or her local phone company and/or long distance service provider.

UPDATING MEMBER ACCOUNT INFORMATION

HLPnet may occasionally require new registration and account information from members to continue the service. Member must notify HLPnet of any changes in account information (address, phone, name, school enrollment, etc.).

ON-LINE CONDUCT

Any action by a member that is determined by a system administrator to constitute an inappropriate use of HLPnet or to improperly restrict or inhibit other members from using and enjoying HLPnet is strictly prohibited and may result in termination of an offending member's account. Member specifically agrees not to submit, publish, or display on HLPnet any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material; nor shall Member encourage the use of controlled substances. Transmission of material, information or software in violation of any local, state or federal law is prohibited and is a breach of the Terms and Conditions.

Member, and/or the parent of the member if the member is a minor, specifically agrees to indemnify HLPnet, HLPUSD, and the system administrators for any losses, costs, or damages, including reasonable attorneys' fees incurred by HLPnet, HLPUSD, and the system administrators relating to, or arising out of any breach of this section (On-line Conduct) by Member.

HLPnet is to be used by Member for his/her personal use only. Commercial uses of HLPnet are strictly prohibited unless prior written consent from the system administrators has been granted.

SOFTWARE LIBRARIES: Only public domain files, and files in which the author has given expressed consent for on-line distribution, may be uploaded to the software libraries by Member. Any other software may not be uploaded to the software libraries. Any software having the purpose of damaging other members' systems, or the HLPnet System (e.g., computer viruses) is specifically prohibited. The system administrators, at their sole discretion, reserve the right to refuse posting of files, and to remove files. The system administrators, at their sole discretion, further reserve the right to immediately terminate the account of a member who misuses the software libraries. System administrators do not necessarily inspect software uploaded by members and HLPnet does not guarantee the suitability or performance of any software downloaded from HLPnet System or any other system accessed through HLPnet.

COPYRIGHTED MATERIAL: Copyrighted material must not be placed on any system connected to HLPnet without the author's permission. Only the owner(s) or persons they specifically authorize may upload copyrighted material to the Service. Members may download copyrighted material for their own use. Any member may also non-commercially redistribute a copyrighted program with the expressed permission of the owner or authorized person. Permission must be specified in the document, on the System, or must be obtained directly from the author.

PUBLIC DOMAIN MATERIAL: Any member may upload public domain programs to the System. Any member may download public domain programs for their own use or non-commercially redistribute a public domain program. Member assumes all risks regarding the determination of whether a program is in the public domain.

PUBLIC POSTING AREAS (MESSAGE BOARDS/USENET GROUPS/ELECTRONIC CONFERENCES): UseNet messages are posted from systems connected to NSFNET around the world and the HLPnet system administrators have no control on the content of messages posted from these other systems. To best utilize system resources, the system administrators will determine which UseNet groups are most applicable to the curricular needs of the school district and will carry these groups on the local system. The system administrators, at their sole discretion, may remove messages posted locally that are deemed to be unacceptable or in violation of the Terms and Conditions. The system administrators, at their sole discretion, further reserve the right to immediately terminate the account of a member who misuses the message boards or UseNet groups.

REAL-TIME/INTERACTIVE COMMUNICATIONS AREAS: The system administrators, at their sole discretion, reserve the right to immediately terminate the account of a member who misuses the real-time conference features (talk/chat/internet relay chat). Certain interactive communications may be restricted during certain hours of operation. These restrictions will be posted on the System and Member agrees to abide by these restrictions.

ELECTRONIC MAIL: Electronic mail ("Mail") is a private electronic message sent by or to a member in correspondence with another person having Internet mail access. Messages received by the System are retained on the System until deleted by the recipient. A canceled HLPnet account will not retain its Mail. Members are expected to remove old messages in a timely fashion and the system administrators may remove such messages if not attended to regularly by the member. The system administrators will not normally inspect the contents of Mail sent by one member to an identified addressee, or disclose such contents to other than the sender, or an intended recipient, without the consent of the sender or an intended recipient, unless required to do so by law or policies of HLPUSD, or to investigate complaints regarding Mail which is alleged to contain defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material. HLPnet reserves the right to cooperate fully with local, state, or federal officials in any investigation concerning or relating to any Mail transmitted on HLPnet.

DISK USAGE: The system administrators reserve the right to set quotas for disk usage on the System. A member who exceeds their quota will be advised to delete files to return to compliance. Members may request that their disk quota be increased by submitting a request via electronic mail to ncs@hlpusd.k12.ca.us stating the need for the quota increase. A member who remains in non-compliance of disk space quotas after seven (7) days of notification will have their files removed by a system administrator.

SECURITY: Security on any computer system is a high priority, especially when the system involves many users. If a member feels that they can identify a security problem on HLPnet, the member must notify a system administrator or e-mail ncs@hlpusd.k12.ca.us. The member should not demonstrate the problem to others. A HLPUSD staff person may allow students who are not members to access the system through the staff person's account as long as the staff person does not disclose the password of the account to the students and understands that the staff person assumes responsibility for the actions of students using their account. Members may not otherwise let others use their account and password. Passwords to the system should not be easily guessable by others, nor should they be words which could be found in a dictionary. Attempts to login to the system using another member's account or as a system administrator will result in termination of the account. Member should immediately notify a system administrator (ncs@hlpusd.k12.ca.us) if their password is lost or stolen, or if they have reason to believe that someone has obtained unauthorized access to their account. Any member identified as a security risk or having a history of problems with other computer systems may be denied access to HLPnet.

VANDALISM: Vandalism will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy data of another member, HLPnet, or any of the agencies or other networks that are connected to LACOEnet, CSUnet, or the NSFNET Internet backbone. This includes, but is not limited to, the uploading or creation of computer viruses.

TERMINATION OF ACCOUNT

A member's access to, and use of, HLPnet may be terminated by the member sending Notice to a system administrator. Terminations by Member will be effective on the day that a system administrator receives Notice or on a future date if so specified in the Notice. Accounts which are inactive for more than 30 days may be removed along with that member's files without Notice given to the member.

The system administrators reserve the right, at their sole discretion, to suspend or terminate Member's access to and use of HLPnet upon any breach of the Terms and Conditions by Member. Prior to a suspension or termination, or as soon after as is practicable, the system administrator will inform the member of the suspected breach and give the member an opportunity to present an explanation. Member may request a review hearing with a different system administrator than the system administrator who imposed the suspension or termination within seven (7) days of such suspension or termination if Member feels that such action was unjust. After the review, access may be restored if the system administrator upholds Member's appeal.

ENFORCEMENT PROVISIONS

In order to ensure adherence to the Terms and Conditions, the System Administrators reserve the right to monitor all activity on the System and to inspect any files, including Mail, stored on the system. Privacy is not guaranteed.

OTHER PROVISIONS

The Terms and Conditions shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of California. Each party irrevocably consents to the jurisdiction of the courts of the State of California and the federal courts situated in the State of California, in connection with any action to enforce the provisions of the Terms and Conditions, to recover damages or other relief for breach or default under the Terms and Conditions, or otherwise arising under or by reason of the Terms and Conditions.

EXCEPTION OF TERMS AND CONDITIONS

All terms and conditions of LACOEnet, CSUnet, CERFnet, BARRNet, and NSFNET, as stated in the following paragraphs are also applicable. Selections are printed below for your review.

CSUnet Acceptable Use Policy

- A. CSUnet member organizations shall comply with the rules for use of the NSFNET/Internet/Interim-NREN backbone as promulgated from time-to-time by the National Science Foundation and/or their agents and Network Management Organization (Merit).
- B. CSUnet's purposes are to facilitate communications in support of scientific research and higher education using high-performance computer networking technology and wide-area telecommunications utilities, and to promote scientific and educational collaboration, sharing of research and educational information, and wide access to computer resources for the advancement of research and educational purposes.

All use of CSUnet must be consistent with the purposes of CSUnet. If a use is consistent with the purposes of CSUnet, then activities necessary to that use will be considered consistent with the purposes of CSUnet. For example, administrative communications which are part of the support infrastructure needed for research and instruction are acceptable.

A use for scientific research or instruction by members is acceptable. A use which is part of or supports a scientific or instructional activity for the benefit of a not-for-profit member's research or instruction is acceptable, even if any or all parties to the use are located or employed away from the site at which the member's connected facilities are located. For example, communication directly between for-profit members engaged in support of a project for such a member, whether a CSUnet not-for-profit member or not-for-profit institution elsewhere is acceptable. A use for scientific research or instruction by for-profit members may or may not be consistent with the purposes of CSUnet, and will be reviewed on a case-by-case basis by the voting members.

- C. Any use which adversely affects the operation of CSUnet or jeopardizes the use or performance for other members may be judged improper by the CSUnet Manager.
- D. Product advertising and mass mailings of commercial matter, employee recruiting and commercial transactions including but not limited to order processing and billing by for-profit members are prohibited. Any commercial transactions within or between for-profit members are prohibited.
- E. All use shall comply with CSUnet Network Task Force rules governing routing and use of network numbers.
- F. CSUnet invokes the protection afforded by the laws of the State of California for any and all unlawful access(es) or injury to any computer, computer system, computer network, computer program, or data to which CSUnet provides access and/or services.

Pursuant to State of California law, any unauthorized access, attempted access, or use of any State computing and/or network system is a violation of Section 502 of the California Penal Code and/or other applicable Federal Laws, and is subject to prosecution. Students of any community college, state university, or academic institution accredited in this state (other than the University of California) may be subject to disciplinary sanctions up to and including dismissal from the academic institution.

- G. This network connection is for the use of authorized users only. Individuals using the network without authority, or in excess of their authority, are subject to having their network activities monitored and recorded by CSUnet personnel.

In the course of monitoring individuals improperly using the network, or in the course of network maintenance, the activities of authorized users may also be monitored.

Anyone using the network expressly consents to such monitoring and is advised that if such monitoring reveals possible evidence of criminal activity, CSUnet personnel may provide the evidence of such monitoring to law enforcement officials.

CERFnet Acceptable Use Policy**Purpose of CERFnet**

The purpose of the California Education and Research Federation is to advance research and education in general by assisting in the interchange of information among research, educational, and commercial institutions by means of high speed data communications and related telecommunications techniques.

This statement represents a guide to the acceptable use of the CERFnet facilities.

- (1) All use must be consistent with the purpose of CERFnet.
- (2) The intent of the use policy is to make clear certain cases which are consistent with the purpose of CERFnet, not to exhaustively enumerate all such possible uses.
- (3) The Chairperson of CERFnet and his designees, may at any time make determinations that particular uses are or are not consistent with the purpose of CERFnet. Such determinations will be reported in writing to the Board of CERFnet for consideration and possible revision at the next meeting of the board.
- (4) If a use is consistent with the purpose of CERFnet, then activities necessary to that use will be considered consistent with the purpose of CERFnet.
- (5) If data from any source leaves CERFnet and enters another network that data must follow the acceptable use rules of the entered network (including member networks, regional, or backbone networks). It is the responsibility of the member where this traffic enters CERFnet to meet this requirement.
- (6) Any traffic which is disruptive from any source is prohibited.

BARRNet Acceptable Use Policy

- A. For traffic that will cross the NSFNET backbone (all BARRNet subscribers not choosing Commercial Traffic service option only), subscribers shall comply with the rules for use of the NSFNET backbone as promulgated from time-to-time by the National Science Foundation. Until notified of changes, the following guidelines shall apply:

THE NSFNET BACKBONE SERVICES ACCEPTABLE USE POLICY

GENERAL PRINCIPLE:

1. NSFNET Backbone services are provided to support open research and education in and among US research and instructional institutions, plus research arms of for-profit firms when engaged in open scholarly communication and research. Use for other purposes is not acceptable.

SPECIFICALLY ACCEPTABLE USES:

2. Communication with foreign researchers and educators in connection with research or instruction, as long as any network that the foreign user employs for such communication provides reciprocal access to US researchers and educators.
3. Communication and exchange for professional development, to maintain currency, or to debate issues in a field or subfield of knowledge.
4. Use for disciplinary-society, university-association, government-advisory, or standards activities related to the user's research and instructional activities.
5. Use in applying for or administering grants or contracts for research or instruction, but not for other fundraising or public relations activities.
6. Any other administrative communications or activities in direct support of research and instruction.
7. Announcements of new products or services for use in research or instruction, but not advertising of any kind.
8. Any traffic originating from a network of another member agency of the Federal Networking Council if the traffic meets the acceptable use policy of that agency.
9. Communication incidental to otherwise acceptable use, except for illegal or specifically unacceptable use.

UNACCEPTABLE USES:

10. Use for for-profit activities (consulting for pay, sales or administration of campus stores, sale of tickets to sports events, and so on) or use by for-profit institutions unless covered by the General Principle or as a specifically acceptable use.
11. Extensive use for private or personal business.

This statement applies to use of the NSFNET Backbone only. NSF expects that connecting networks will formulate their own use policies. The NSF Division of Networking and Communications Research and Infrastructure will resolve any questions about this Policy or its interpretation.

- B. For traffic that will NOT cross the NSFNET backbone (e.g., exclusively commercial service), BARRNet subscribers need not comply with the NSFNET Acceptable Use Policy.

Interim NSFNET Acceptable Use Policy

The purpose of NSFNET is to support research and education in and among academic institutions in the U.S. by providing access to unique resources and the opportunity for collaborative work. This statement represents a guide to the acceptable use of the Internet backbone. It is expected that the various middle level networks will formulate their own use policies for traffic that will not traverse the backbone.

1. All use must be consistent with the purposes of NSFNET.
2. The intent of the use policy is to make clear certain cases which are consistent with the purposes of NSFNET, not to exhaustively enumerate all such possible uses.
3. The NSF NSFNET Project Office may at any time make determination that particular uses are or are not consistent with the purposes of NSFNET. Such determinations will be reported to the NSFNET Policy Advisory Committee and to the user community.
4. If a use is consistent with the purposes of NSFNET, then activities in direct support of that use will be considered consistent with the purposes of NSFNET. For example, administrative communications for the support infrastructure needed for research and instruction are acceptable.
5. Use in support of research or instruction at not-for-profit institutions of research or instruction in the United States is acceptable.
6. Use for a project which is part of or supports a research or instruction activity for a not-for-profit institution of research or instruction in the United States is acceptable, even if any or all parties to the use are located or employed elsewhere. For example, communications directly between industrial affiliates engaged in support of a project for such an institution is acceptable.
7. Use for commercial activities by for-profit institutions is generally not acceptable unless it can be justified under (4) above. These should be reviewed on a case-by-case basis by the NSF Project Office.
8. Use for research or instruction at for-profit institutions may or may not be consistent with the purposes of NSFNET, and will be reviewed by the NSF Projects Office on a case-by-case basis.