

**MORGAN HILL UNIFIED SCHOOL DISTRICT  
COMPUTER SYSTEM / INTERNET / E-MAIL  
ACCEPTABLE USE AGREEMENT**

Persons wishing to use the Morgan Hill Unified School District's computer system are required to read this *Acceptable Use Agreement* and agree to abide by its terms by signing the Agreement. Signed Agreements must be completed and returned to the applicable school site or work site at the beginning of each school year and/or when the user first starts using the computer system.

**INTRODUCTION**

The Morgan Hill Unified School District provides technology resources to its students and staff in furtherance of its educational and business purposes. It is the District's goal to promote educational excellence in the District's schools by providing technological resources, facilitating innovation, and improving communications with the support and supervision of parents, teachers, and staff. The use of these technology resources is a privilege, not a right.

Access to computers and people all over the world through the District's Computer System entails potential access to material that may not be considered to be of educational value in the context of a school setting. The District believes that the value of the information, interaction, and research capabilities available through computer technology outweighs the possibility that users may obtain material that is not consistent with the educational goals of the District.

Proper behavior, as it relates to the use of computers, is no different than proper behavior in all other aspects of School District activities. All users are expected to use the District's Computer System in a responsible, ethical, and polite manner. Parents are strongly encouraged to be involved in their children's computer use and to guide them in ethical and proper use. This document is intended to clarify the terms and conditions of access to the Computer System and expectations as to its proper use.

**Online/Internet Services: User Obligations and Responsibilities**

Students are authorized to use district equipment to access the Internet or other online services in accordance with Board policy, the user obligations and responsibilities specified below, and the district's *Acceptable Use Agreement*.

1. The student in whose name an online services account is issued is responsible for its proper use at all times. Students shall keep personal account numbers and passwords private and shall only use the account to which they have been assigned.
2. Students shall use the district's system safely, responsibly, and primarily for educational purposes.
3. Students shall not access, post, submit, publish, or display harmful or inappropriate matter

that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs.

*(cf. 5131 - Conduct)*

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

4. Unless otherwise instructed by school personnel, students shall not disclose, use, or disseminate personal identification information about themselves or others when using email, chat rooms, or other forms of direct electronic communication. Students also shall be cautioned not to disclose such information by other means to individuals contacted through the Internet without the permission of their parents/guardians.

Personal information includes the student's name, address, telephone number, Social Security number, or other personally identifiable information.

5. Students shall not use the system to encourage the use of drugs, alcohol, or tobacco, nor shall they promote unethical practices or any activity prohibited by law, Board policy, or administrative regulations.

*(cf. 3513.3 - Tobacco-Free Schools)*

6. Students shall not use the system to engage in commercial or other for-profit activities.
7. Students shall not use the system to threaten, intimidate, harass, or ridicule other students or staff.
8. Copyrighted material shall be posted online only in accordance with applicable copyright laws. Any materials utilized for research projects should be given proper credit as with any other printed source of information.

*(cf. 5131.9 - Academic Honesty)*

9. Students shall not intentionally upload, download, or create computer viruses and/or maliciously attempt to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called "hacking."

*(cf. 5131.5 - Vandalism and Graffiti)*

10. Students shall not attempt to interfere with other users' ability to send or receive email, nor shall they attempt to read, delete, copy, modify, or use another individual's identity.

11. Students shall report any security problem or misuse of the services to the teacher or principal.

The district reserves the right to monitor use of the district's systems for improper use without advance notice or consent. Students shall be informed that computer files and electronic communications, including email, are not private and may be accessed by the district for the purpose of ensuring proper use.

Whenever a student is found to have violated Board policy, administrative regulation, or the district's *Acceptable Use Agreement*, the principal or designee may cancel or limit a student's user privileges or increase supervision of the student's use of the district's technological resources, as appropriate. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and Board policy.

### **Disclaimer**

The District assumes no liability, either express or implied, arising out of providing Computer System access to users. The District shall not be responsible for any damages suffered by users as a result of using the Computer System, including, but not limited to, damages suffered as the result of the user's own negligence, system delays, service interruptions, non-delivery or misdelivery of data, or the acts of other users. Use of the Computer System and information obtained therefrom is solely at the user's risk. The District makes no representation as to the content, accuracy, or veracity of any information on or obtained from the Computer System. The District disclaims any responsibility for the accuracy of information contained in or obtained from Internet service providers, or web sites, or other sources outside the Computer System.

### **Hold Harmless**

The user and the user's parent or guardian agree to release and hold harmless the District and its officers, board members, employees and agents, from and against any and all liability, loss, expense, or claim for injury or damages user may have arising out of use of the Computer System.

Reviewed: August 28, 2000  
Revised: June 26, 2012

MORGAN HILL UNIFIED SCHOOL DISTRICT
COMPUTER SYSTEM/INTERNET/E-MAIL ACCEPTABLE USE AGREEMENT
SIGNATURE FORM

STUDENT

I have read and understand the Morgan Hill Unified School District's Computer System/ Internet/e-mail Acceptable Use Agreement. I will only use the Morgan Hill Unified School District's Computer System as authorized by that Agreement and as directed by a supervising adult. I hereby give the District permission to access my user files, and user area.

Student's Name (please print): \_\_\_\_\_

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

PARENT OR GUARDIAN

I am the parent or legal guardian of \_\_\_\_\_. I have read and understand the Morgan Hill Unified School District's Computer System/Internet/e-mail Acceptable Use Agreement. I agree to comply with the terms and conditions of that policy and to make every effort to ensure that my child or ward also will comply with that agreement. I authorize my child or ward to use the District's Computer System.

I understand that it is impossible for the District to control and restrict access to all controversial or inappropriate materials, which may be accessible through the Computer System. I agree to hold the District and its officers, agents, and employees harmless in the event my child obtains access to controversial or inappropriate materials while using the Computer System. In consideration for the privilege of my child or ward using the District's Computer System and being provided access to the Internet, I hereby release and hold harmless the Morgan Hill Unified School District its officers, board members, employees and agents, and any entity affiliated with the District, from and against any and all liability, loss, expense, or claim for injury or damages that I or my child or ward may incur arising out of use of the District's Computer System.

Parent's or Guardian's Name (please print): \_\_\_\_\_

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

I do not authorize my child or ward \_\_\_\_\_ to use the Morgan Hill Unified School District's Computer System.

Parent or Guardian's Name (please print): \_\_\_\_\_

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

EMPLOYEE

I have read and understand the Morgan Hill Unified School District's Computer System/Internet/e-mail Acceptable Use Agreement. I will only use the Morgan Hill Unified School District's Computer System as authorized by that Agreement. I hereby give the District permission to access my e-mail messages, user files, and user area.

Employee's Name (please print): \_\_\_\_\_

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_