

TECHNOLOGY USAGE
(Employee Technology Agreement)

I have reviewed The School District of St. Joseph Technology Usage policy, administrative regulations, and netiquette guidelines and agree to abide by their provisions. I understand that violation of these provisions may result in disciplinary action taken against me, including but not limited to suspension or revocation of my access to district technology, and termination.

I understand that my technology usage is not private and that the school district may monitor my use of district technology, including but not limited to accessing browser logs, e-mail logs, and any other history of use. I consent to district interception of or access to all communications I send, receive or store using the district's technology resources, pursuant to state and federal law even if the district's technology resources are accessed remotely.

I understand I am responsible for any unauthorized costs arising from my use of the district's technology resources. I understand that I am responsible for any damages I incur due to my use of the district's technology resources.

Signature of Employee

Date

Home Address: _____

Home Phone Number: _____

Disclaimer: MSBA does not draft, review, revise or provide contracts for school districts. To obtain a binding legal contract, a district must consult its private attorney.

Note: The reader is encouraged to review policies and/or procedures for related information in this administrative area.

Implemented:

Legal Refs: §§ 170.051, 171.011, 177.011, .031, 431.055, .056, 537.525, 542.402, 569.093 -
.099, 570.223, 610.010 -.028, RSMo.
Chapter 573, Revised Statutes of Missouri (passim)
P.L. 106-554, Children's Internet Protection Act

FILE: EHB-AF3

Critical

P.L. 99-508, 1000 Stat. 1848, Electronic Communications Privacy Act
Family Educational Rights and Privacy Act, 20 U.S.C. § 1232(g)
Federal Wiretap Act, 18 U.S.C. § 2511 *et seq.*
Stored Communications Act, 18 U.S.C. § 2701 *et seq.*
Reno v. ACLU, 117 S.Ct. 2329 (1997)
Ginsberg v. New York, 390 U.S. 629 (1968)
FCC v. Pacifica Foundation, 438 U.S. 726 (1978)
Hazelwood v. Kuhlmeier, 484 U.S. 260 (1988)
Bethel Sch. District No. 403 v. Fraser, 478 U.S. 675 (1986)
Sony Corporation of America v. Universal City Studios, Inc., 464 U.S. 417 (1984)
Henerey by Henerey v. City of St. Charles School District, 200 F.3d 1128 (8th
Cir. 1999)
Bystrom v. Fridley High Sch., 822 F. 2d 747 (8th Cir. 1987)
Urofsky v. Gilmore, __ F.3d __ (4th Cir. 2000)
J.S. v. Bethlehem Area Sch. Dist., __ A.2d __ (Pa. Commw. 2000)
Beidler v. North Thurston Sch. Dist., No. 99-2-00236-6 (Wash. Super. Ct. July 18,
2000)

The School District of St. Joseph, St. Joseph, Missouri