

**INDEPENDENT SCHOOL DISTRICT NO. 283**

6311 Wayzata Blvd  
St. Louis Park, Minnesota  
Tuesday, November 9, 2021 6:30 PM  
St. Louis Park High School Room 350C  
6425 W 33rd St  
St Louis Park, Minnesota 55426

**AGENDA**

1. **CALL TO ORDER**
2. **APPROVAL OF AGENDA**
3. **SUPERINTENDENT'S REPORT**
4. **DISCUSSION ITEMS**
  - A. **AP European History International Trip - Summer 2022** 2
  - B. **COVID Mitigation Strategies** 26
  - C. **Policy Development - First Reading of Policies 424 Employee Internet and Technology Responsible Use, 524 Student Internet and Technology Responsible Use, and 413 Harassment and Violence** 35
5. **ACTION AGENDA**
  - A. **AP European History International Trip Approval**
6. **COMMUNICATIONS AND TRANSMITTALS**
7. **ADJOURNMENT**



Germany, Czech Republic,  
Poland, Hungary, and Italy

# Europe Trip

June 2022



“When you go out into the world and you’re able to talk to new people, change is inevitable. You evolve and grow. I saw that change in my daughter.”

Briscilla, Parent

## 13 days of learning in Central Europe and Italy

- The last two years have been tough!
- Learning through screens....
- In and out of the classroom....
- Everyone doing and trying their best!
  - Many students will never have an opportunity like this again
- Give students a first hand experience
- Seeing historical sites with their own two eyes
- This will be a life changing educational experience!





- Day 1: Flight To Germany
- Day 2: Berlin; the capital of Germany
  - Walking Tour of Berlin
  - Berlin Wall
- Day 3: Berlin
  - Guided Tour of Berlin
  - Brandenburg Gate
  - Checkpoint Charlie photo op
  - Topography of Terror Museum
  - Potsdam

## Berlin





# Prague

## •Day 4: Dresden | Prague

- Travel to Dresden and take tour
- Continue onto Prague

## •Day 4-5: Prague

- Expert led tour of Prague <sup>5</sup>
- Prague Castle
- St. Vitus Cathedral
- Wallenstein Palace Gardens
- Lennon Wall
- Charles Bridge
- Old Town Square



# Krakow

Day 6-7

- Travel to Krakow, the only major Polish city to escape devastation during World War II,
- We'll also take a somber visit to the concentration camps at Auschwitz and Birkenau. Before we leave, observe a moment of remembrance for the six million victims of the Holocaust.
- Take an expert-led tour of Krakow: Wawel Hill; Główny Square
- Visit Wawel Cathedral. – Visit St. Mary's Church.



# Budapest

Day 8-9

-Take a walking tour of Budapest

With our Tour Director we will see:

- Fisherman's Bastion
- Hungarian Parliament building

- Take a guided tour of Budapest

With our expert local guide we will see:

- Heroes' Square
- Castle Hill
- Gellért Hill
- Visit Matthias Church





# Florence

## Day 10-13: Florence

- Take a guided tour of Florence  
With expert local guide we will see:
  - Piazza della Signoria
  - Ponte Vecchio
  - Basilica of Santa Croce
  - Gates of Paradise
- Visit the Accademia Gallery
  - See Michelangelo's *David*
- Visit the Uffizi museum
- Visit Casa Museo Machiavelli

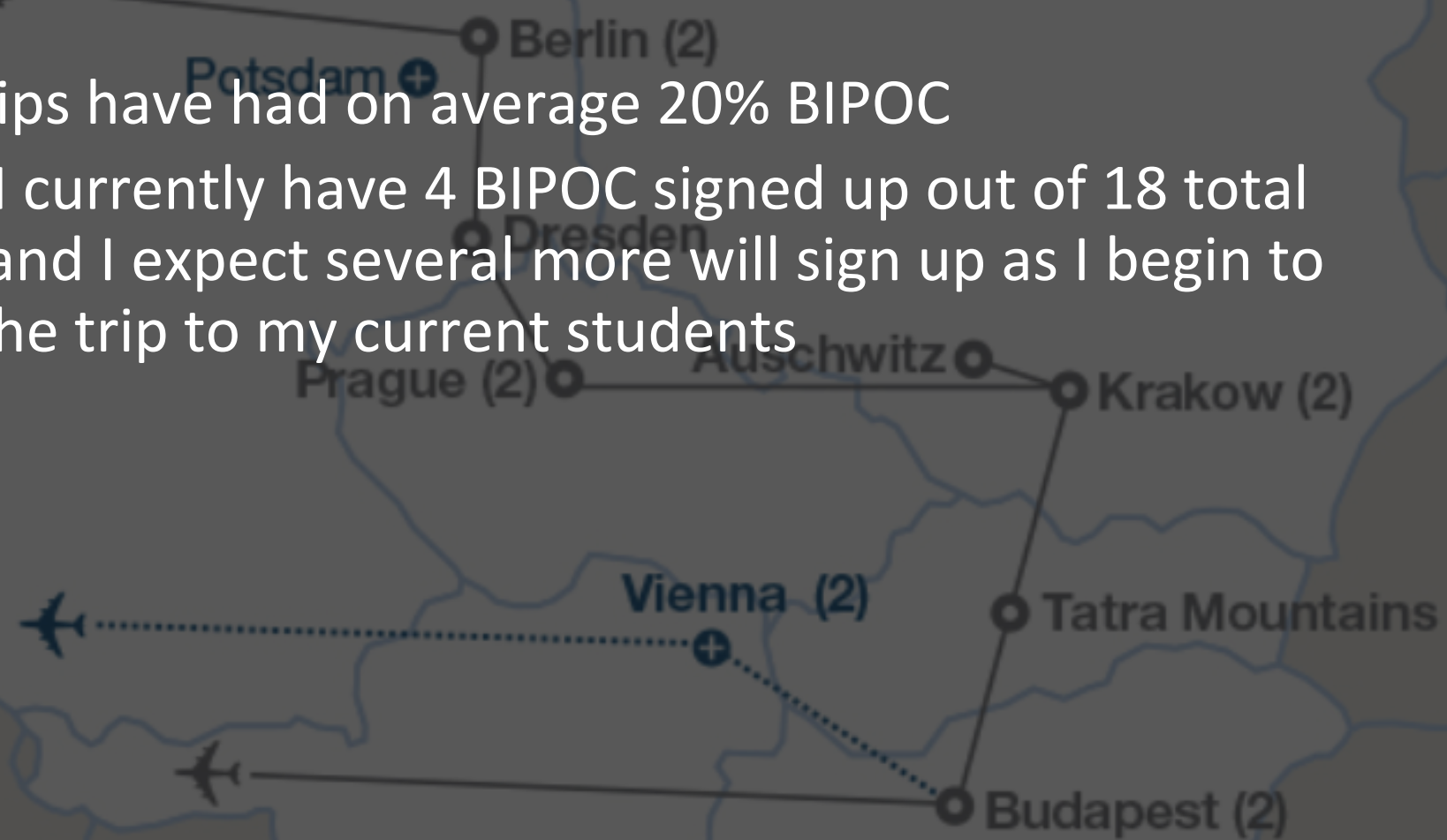


# Approximate Cost

- \$5,210 is the estimated Student cost (fluctuates based on cost of airfare, lodging availability).
- \$5,860 is the estimated Adult price (parents often join us on these trips)
- My tours began well after band and world languages already had travel programs in place. As a result and out of respect to their programs, I have not pursued formal fundraising within the school
- My tours are also much smaller than band and world languages trips (typically between 12 and 20 students)

# Racial Demographics of Prior Trips/Estimates of This One

- My past trips have had on average 20% BIPOC
- This year, I currently have 4 BIPOC signed up out of 18 total students, and I expect several more will sign up as I begin to promote the trip to my current students



# COVID/Travel Insurance

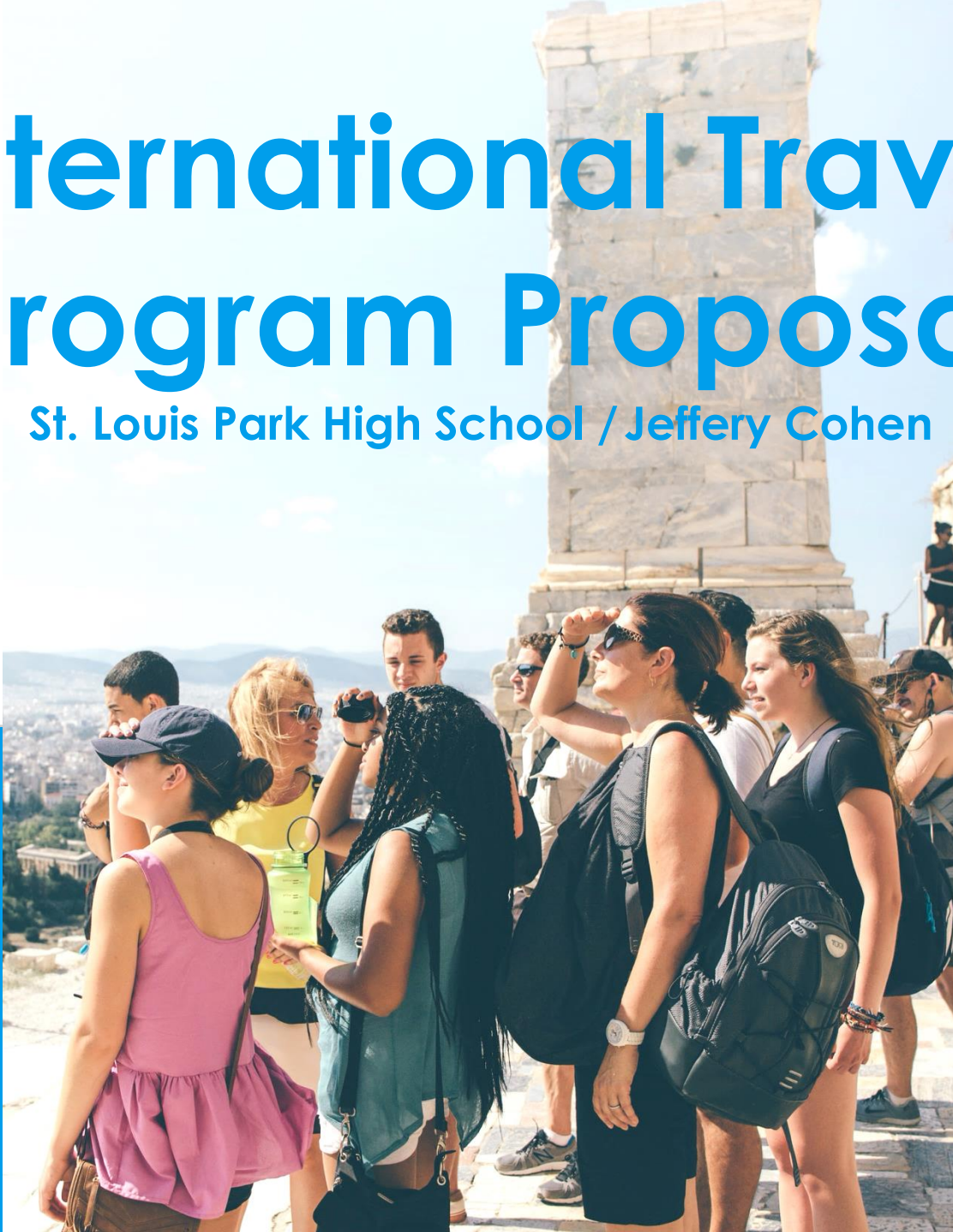
- **Current Non-refundable:** \$500, although EF is currently preparing a new protection program for new students who sign up which will include a \$300 non-refundable portion.
- Alternatively, students can receive a Travel Voucher for the full amount paid to EF. Future Travel Vouchers are transferable to immediate family members and to students or faculty in the same school district as the traveler to whom they are issued.
- EF Educational Tours' travelers are offered travel insurance benefits through a plan provided by Specialty Insurance Solutions and underwritten by United States Fire Insurance Company. Benefits of the policy prior to tour include the ability for a traveler to receive a refund of your program price less non-refundable fees if a traveler needs to cancel from tour due to reasons specified in the policy, which can include but are not limited to serious injury or illness requiring hospitalization and involuntary employer termination or layoff. On tour, the policy provides coverage for incidents such as lost baggage and flight delays as well as coverage of hospital bills, doctors' fees, and medical transportation for certain illnesses or injury. Based on the circumstances, travelers who are diagnosed with COVID-19 prior to tour or parents who have recently lost their job may qualify for cancellation coverage.



EDUCATIONAL  
TOURS

# International Travel Program Proposal

St. Louis Park High School / Jeffery Cohen



Berlin, Prague, Krakow and Budapest - Summer 2022

[eftours.com/BKP](http://eftours.com/BKP)

# Your partner in travel-based learning

EF Education First is the world leader in international education. For over 55 years, we've partnered with educators around the world to help more than 15 million students gain new perspectives and build skills for the future through experiential learning.

Our mission is to empower educators to do their best work. At EF Educational Tours, we're working to define the modern educational tour experience. Our itineraries are more than places to go and things to see. We build programs that challenge assumptions, spark connections, and inspire curiosity in young students. Students will expand their knowledge of the world around them, discover more about themselves, grow more confident and independent, and understand new people, places, and cultures.

We take care of every last detail of the tour experience—transportation and lodging, meal reservations and menus, museum tickets and local tour guides, and much more. That also includes behind-the-scenes elements, like safety checks at hotels and background checks on adult travelers. With all that taken care of, educators and students can focus on the bigger picture.

You'll find all the details and more on the next few pages.

## What's contained in this document

- Pg. 2** Safety
- Pg. 4** Liability protection
- Pg. 6** Affordability
- Pg. 7** Educational value
- Pg. 8** Itinerary specifics
- Pg. 8** Cost and payment options
- Pg. 9** Sample hotels
- Pg. 10** Sample meals
- Pg. 11** Next steps

This proposal is property of EF Education First and the educator/school for which it was intended. Distributing, copying, and/or sharing it are prohibited. The proposal, including pricing, is valid for the educator, tour, and date(s) specifically mentioned herein. For additions, subtractions, or modifications, please contact your EF Tour Consultant.

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# Safety

**Your students' safety is our number one priority. We would never send a traveler to a location we believe to be unsafe—and with our extensive global presence, our best-in-the-industry experience, and our close working relationships with U.S. and international authorities, that's a statement we can back up with real insight. Whether it's a worldwide pandemic or a sprained ankle, a missed flight or confusing medical paperwork, we make sure every situation is taken care of.**

**\*For specific information on EF's response to COVID-19, visit [effours.com/covid](https://effours.com/covid)**

## Worldwide presence

EF's global presence is truly unmatched. We have staff on the ground 365 days a year in over 50 countries. And we don't just work in those countries—we call them home. EF team members live in nearly every one of our tour destinations, meaning we have the local knowledge to help keep our groups safe. That presence allows us to be there to support you on the ground wherever and whenever you need us.

## 24/7 emergency support

In the event that anything on tour goes wrong, EF staff is always available to help. Your Tour Director is your group's constant companion and first point of contact in an emergency. Additionally, our fully trained support teams are on hand 24/7 to walk teachers through any issues and provide the resources necessary to get things back on track. Our Safety and Incident Response Team—comprised of industry experts, healthcare experts, and even former FBI personnel—is ready to spring into action 24 hours a day, 365 days a year. And when they aren't directly helping EF travelers, they're actively innovating on and shaping the new worldwide standards for cleanliness and safety.

## Your team

This group is fully committed to your school's trip and the safety of every traveler.

### **Operations Safety & Incident Response**

**Team** – This team is strategically based in our Boston, Panama, Tokyo, and Zurich offices to accommodate for all time zones. Available 24 hours a day, every day of the year, they are trained to react quickly if travelers need help. The team uses a combination of extensive training, simulations, incident response planning, and previous experience to manage emergencies. As needed, they can facilitate additional support for groups on tour, solve operational issues, arrange assistance from outside specialists, and liaise with local and international authorities.

### **Emergency Services & Support Team**

– Our support team is available 24/7 to help resolve any issue, from a missed flight to a lost passport to more serious on-tour incidents. They also facilitate communication between travelers and families in the event of an emergency at home. The team is made up of highly trained and dedicated EF staff in our Boston and Denver offices who are equipped to solve problems and answer questions that may come up, even outside of regular business hours.

**Tour Director** – Assigned exclusively to your tour for the length of the stay at your destination, your Tour Director meets your group at the airport and travels with you until your departure. All Tour Directors undergo a background check as permissible by local law every two years and are required to participate in ongoing EF safety trainings. They're the first point of contact in an emergency and also communicate information to help travelers stay safe in a foreign destination. Tour Directors assist Group Leaders with hotel check-ins, coordinate meals, facilitate excursions with local guides, and much more. They're also culturally connected and expertly trained to support impactful learning experiences.

**Tour Consultant** – This itinerary expert is devoted to the growth of your students.

They are your school's partner, working with you on everything from finding the perfect tour and enrolling students to offering fundraising advice and creating long-term travel programs for your school community. They work directly alongside the Group Leader (a.k.a. local teacher), right up until the moment of departure to make sure everything goes smoothly.

**Traveler Support** – Our team of support specialists are readily available to walk families through insurance inquiries, payment plans, food allergy issues, and any other topics that arise.

**Chaperones** – For every six travelers who enroll on your school's tour, your group is eligible to bring along a chaperone for free (the first spot goes to the Group Leader). This allows for a 6:1 ratio of students to chaperones, who assist Group Leaders with supervision of students to help keep them safe.

# Protection for travelers, schools, and districts

We understand that unpredictable things can happen, either on tour or before departure. We offer a variety of protections, programs, and policies to make sure that, no matter what happens, travelers, schools, and districts are covered. We're doing everything we can to make planning for the future as flexible as possible.

## General liability insurance

All Group Leaders, schools, and districts who travel with EF are automatically added as additional insureds under our **\$50 million General Liability Policy**, regardless of whether or not the tour is affiliated with the school. EF's liability coverage is primary and non-contributory for covered third-party claims. The policy helps safeguard Group Leaders and their schools for covered third-party claims related to bodily injury or property damage, which includes providing a legal defense and covering legal costs for such claims. In addition, all travelers are required to sign EF's Release and Agreement, which includes a release of liability of their Group Leader, school, and school board.

## Flexibility to change tours

The world is always changing. And while our belief in the positive impact of travel is unwavering, it can feel hard to predict what life, here in the U.S. and abroad, will look like several months, a year, or even two years from now. When you decide to travel with EF, we want you to feel secure in that decision. That's why these benefits are built into every EF program.

### *Peace of Mind*

#### *Provided to all groups*

We understand that plans can change due to unforeseen circumstances. EF provides this exclusive program to account for such situations. It provides groups with flexibility to change the dates and destination of their tours in uncertain times. This program accounts for such circumstances and can be enacted up to 45 days prior to departure at the group level for any reason, including terrorism or other world events.

### *COVID Peace of Mind*

#### *Provided to all groups*

In addition to our standard Peace of Mind Program, EF provides an exclusive COVID-19 Peace of Mind Program to account for situations related to the COVID-19 pandemic. This program is automatically included for all travelers and can be enacted up to 45 days prior to departure at the group level, while specific options can be implemented at the individual level.



### **COVID Care Promise**

*Provided to all groups*

If your child is diagnosed with COVID-19 while on tour, we will coordinate and facilitate support services and logistics including translation services, connections with local health care providers, communication with family, and flights home at no additional cost.

## **Protection for individual travelers**

Travelers can help protect their investment and themselves from certain unexpected events and expenses while on tour with the Global Travel Protection Plan and Global Travel Protection Plan Plus.

### **Global Travel Protection Plan**

*Available to all travelers*

Designed specifically with EF travelers in mind, this plan provides both pre-departure and post-departure benefits, including medical expense coverage that may apply on tour and tour cancellation for specified reasons.

### **Global Travel Protection Plan Plus**

*Available to all travelers*

To further protect your investment from the unexpected, this plan provides all of the benefits included in the Global Travel Protection Plan as well as expanded cancellation protection.

## **Background checks for adult travelers**

EF requires all adults (18 years and older) to pass a criminal background check before traveling on our student tours. This provides a safer tour experience for all travelers and aligns with the process and expectations of many school districts for adults who volunteer in schools or chaperone school activities. The secure process, provided by a leading professional provider, only identifies those individuals who could present a risk to student travelers while on tour.

# Affordability

We believe every student should have the opportunity to travel. That's why we're dedicated to providing the lowest prices possible and giving travelers multiple resources for managing payments.

Tour Consultants work closely with teachers to build a tour that's exactly right for your students. Through discussions with your teacher, they take into account learning objectives, cost, timing considerations, and any other factors to craft a tour that's accessible to as many students as possible.

## Resources for managing cost and payments

***Automatic Payment Plan*** – Our recommended payment plan offers the ability to break the tour fee into smaller installments. With most tours planned well in advance, travelers can enroll for only \$95, then pay over a long period of time—often up to 18 months or two years—with final payment due 30 days before departure. Families make payments directly to EF, with no payments going through the school.

***Donation pages*** – Each student has access to their own unique and customizable donation page. The easy-to-share page makes it simple for friends and family to contribute a little something that is automatically applied to the balance of the tour, with no fees whatsoever.

***Global Citizen Scholarship Fund*** – EF Educational Tours provides \$100,000 worth of scholarships to students across the country every year. Any student is able to apply for the Global Citizen Scholarship, which is awarded on both a merit and need basis.

***Risk-free enrollment period*** – When a new traveler signs up for a tour traveling in 2023 by November 1, 2021 with EF's Automatic Payment Plan or by Paying in Full, the travel has the option to cancel their tour for any reason before February 1, 2022 and EF will refund 100% of the money paid in.

# Educational value

Our tours help prepare students for the future by teaching them more about the world, themselves, and the impact they can have on the world. Combining the power of experiential learning with the thrill of global travel, our tours help students:

- Expand their knowledge of the world around them
- Grow more confident and independent
- Understand new people, places, and cultures
- Discover more about themselves

## EF is an accredited institution

We echo your commitment to education. Our travel-based learning approach is designed to blend classroom and experiential learning. This allows us to meet the same rigorous standards as schools like yours, ensuring students gain valuable experiences that transform the way they look at the world.



## Earning credit for new experiences

EF makes it easy for students to turn their tour experience into college credit, or to get a head start on their college essays—all while making their travel experience even more engaging.

- Students in grades 9—12 can earn 3.0 undergraduate credits, along with the confidence that comes with taking a college course, by completing a series of assignments and a final research project with our partner, Southern New Hampshire University—all for just \$215.
- Educators traveling on student tours may earn up to 45 free hours toward relicensure OR 3 or 6 graduate level credits (\$285/\$450) through Southern New Hampshire University.

# Itinerary specifics

For more robust details, the complete itinerary is attached to this document. It includes specific locations, each day's activities, travel plans, and more.

## Price of the proposed tour

The tour program price covers a wide range of services that ensure students have an incredible experience. It includes all the planning and preparation that leads up to departure, travel and accommodations, plus logistical support and details once the group reaches their destination.

## Price Details

Berlin, Prague, Krakow, and Budapest

Program Price <sup>1</sup>	\$3,725
Includes:	
• Round-trip airfare and on tour transportation	
• Hotels with private bathrooms	
• Breakfast and dinner (see your itinerary for meal details)	
• Full-time Tour Director	
• Daily activities, tours and entrances to attractions	
Global Travel Protection Plan	\$165
3-Day Stay Behind: Florence	\$1,320
EF's Peace of Mind Program *	Free
<b>Total for Students (under 20)</b>	<b>\$5,210</b>
8 monthly payments	\$640/mo
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Adult Supplement <sup>2</sup>	\$650
<b>Total for Adults</b>	<b>\$5,860</b>
8 monthly payments	\$721/mo
<hr/>	

# Sample hotels

**Every hotel we work with must meet our high standards for safety, quality, and cleanliness. Hotels are vetted by our team to make sure they meet our requirements and are subsequently inspected regularly to ensure they continue to satisfy those parameters. Please note that hotels abroad may have different amenities than travelers are accustomed to in the United States.**

Here are some examples of hotels students might stay in on tour:

## **Hotel Golf | Prague**

[www.hotel-golf.cz/en/](http://www.hotel-golf.cz/en/)

Situated in Western Prague, Hotel Golf is surrounded by scenic parks and is just a 20-minute ride from the city center by public transportation. Renovated in 2013, the hotel's 4-star accommodations make for a modern and comfortable place to stay. All rooms offer complementary high speed Wi-Fi and flat-screen TVs.

## **Ibis Berlin City West | Berlin**

[www.ibis.com/gb/hotel-3751-ibis-berlin-city-west](http://www.ibis.com/gb/hotel-3751-ibis-berlin-city-west)

The Ibis Berlin City West is located in the up-and-coming Wilmersdorf district, just 0.9 miles (1.5 km) from the Kurfürstendamm. With the U-Bahn on your doorstep, it is quick and easy to travel to Berlin. The hotel has 136 air-conditioned, attractively designed, Wi-Fi equipped rooms. The beautiful sun terrace in the inner courtyard allows guests the opportunity to sit outdoors on sunny days.

# Sample meals

Meals are selected to establish a more immersive cultural experience and give students an idea of how locals eat. Below are some examples of what travelers can expect at the destination that your teacher has chosen, but please note that meals can vary from tour to tour.



## Germany & Austria: Sample Meals

Vegetable soup, Wiener schnitzel, mashed potatoes, ice cream

Pretzel, turkey spaetzli dumplings, fruit

# How I can help with next steps

My name is Stacie and I am St. Louis Park High School's dedicated Tour Consultant. That means I'll be working with Jeffery Cohen every step of the way to make sure everything is perfectly planned.

I hope this overview has given you the information you need to feel confident in EF as an educational travel provider. Should you have any questions or need any additional information, please don't hesitate to reach out to me directly. EF is excited to partner with your school to bring this life-changing experiential learning opportunity to your students.

Sincerely,  
**Stacie**

**“I am now more confident than ever in the safety and experiences of my students after working with EF on this trip. As a leader, I am committed to ensuring a global mindset throughout my district and student/teacher travel.”**

**Angela M., Administrator, Brunswick, ME**

**“I advocate for travel because the world is vast and diverse. If we want to truly understand our neighbors in other states or countries, we must reach out and meet them where they live. Travel provides a glimpse into another world that our students may have Googled or watched on a device, but living it with the smells, food, smiles, and various challenges teaches flexibility, tolerance, understanding, and empathy.”**

**- Chuck C., Group Leader, Central, SC**

### **From a single tour to a whole program**

A single tour can open up endless possibilities for a small group of students. Our goal at EF is to bring that experience to as many students as possible, including the broadest collection of students at your school. By progressing from a single tour to a consistent travel program, you'll not only build a culture of exploration, but you'll provide the opportunity of travel to even more students. We can work directly with you and your staff to establish a framework for your travel program that's tailored specifically to your school's needs and goals.





## EF COVID Care Promise

Provided to all groups departing through Sept 30, 2022

If a traveler develops symptoms of COVID-19 while on tour, we will help to facilitate medical attention and testing for the traveler. If, ultimately, the traveler tests positive, our exclusive EF COVID Care Promise will cover the cost of hotel and meals during the isolation period, as well as support from an EF representative.

**If a traveler is diagnosed with COVID-19 while on tour**, EF will provide or arrange for the following, consistent with local requirements, at no additional expense to the traveler throughout the duration of any on-tour quarantine period:

- Lodging and meals
- EF representatives available to support the traveler and to coordinate with local authorities on their behalf where necessary
- Assistance connecting with local health care providers
- Translation services
- Communication between the traveler and the traveler's family back home
- EF-arranged flights home, based on existing itinerary, for the traveler once cleared to return
- If the diagnosed traveler is a minor, flights for their parent or guardian to join them at the tour location

**If a traveler or group is not diagnosed with, yet is required to quarantine on account of, COVID-19 while on tour**, EF will provide or arrange for the following, consistent with local requirements, at no additional expense to the travelers throughout the duration of any on-tour quarantine period:

- Lodging and meals
- EF representatives available to support the traveler or group and to coordinate with local authorities on their behalf where necessary
- Assistance connecting with local health care providers
- Translation services
- Communication between the traveler or group and their family or families back home
- EF-arranged flights home for the traveler or group once cleared to return

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November 9, 2021

# COVID Mitigation Strategies

Astein Osei, Superintendent

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# Purpose

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To provide the School Board with an update on the approved mitigation strategies.

# Mitigation strategies for safe in-person learning

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- **Promoting vaccination**
- Consistent and correct mask use
- Physical distancing and cohorts
- Screening testing
- Ventilation
- Handwashing and respiratory etiquette
- Staying home when sick
- **Getting tested**
- Contact tracing in combination with isolation and quarantine
- Cleaning and disinfection

**STAY SAFE MN**



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# Testing for staff

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- We have finalized our application for the Minnesota COVID-19 Testing Program grant through the Minnesota Department of Education (MDE) to implement a staff and student testing plan in the coming weeks.
- This program will offer twice weekly onsite Vault Health tests which will be shipped to the lab and Binax rapid results tests that can be taken home.
- In the meantime, staff can access the remaining Vault Health test kits that we have available.



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# Testing for students

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- Health Offices will have a supply of BinaxNOW and Vault Tests for students.
- Vault Health tests will be handed to students who are identified as close contacts to take home.
- A test dropbox will also be available on site as an additional access point for UPS shipping. Tests will be delivered to UPS at the end of each school day.
- Additional local testing opportunities for students and families are listed below:
  - These [COVID-19 community testing sites](#) across Minnesota offer free tests to<sub>30</sub> all.
  - Visit local pharmacies, hospitals and clinics near you. Search here: [Find Testing Locations](#).
  - Students, parents/guardians, and families can also use the [COVID-19 test at home](#) program to have a test mailed to them.



# Vaccination event for ages 12+

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In partnership with Hennepin County, St. Louis Park Public Schools will be hosting a Pfizer vaccination event for individuals ages 12 and up. This point of distribution event will also support booster shots for eligible people ages 18 and up.

- Date: Saturday, December 4, 2021
- Time: 10:00 a.m.- 2:00 p.m.
- Location: St. Louis Park High School Fieldhouse - Door 15
- The vaccine is free and no insurance is required
- Individuals receiving a first dose will receive a \$50 Visa gift card (while supplies last)



COVID-19  
VACCINE <sup>31</sup>

# Vaccination events for students (ages 5+)

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In partnership with Community Care Clinics of Minnesota, St. Louis Park Public Schools will be hosting Pfizer vaccination events for students ages 5 and up.

- Dates:
  - Monday, November 15, 2021
  - Monday, December 6, 2021
- Time: 4:15 p.m.- 7:00 p.m.
  - Middle School students will have the option to receive their vaccine during the school day between the hours of 2:00 p.m. - 4:00 p.m.
- Location: St. Louis Park Middle School Fieldhouse 1 & 2
- The vaccine is free and no insurance is required
- Printed consent forms will be required for all students and can be found on the [District website](#) and at schools.
- Families should [register](#) their students in advance.



COVID-19  
VACCINE

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# Kids Deserve a Shot

Minnesota has launched '[Kids Deserve a Shot](#),' a vaccine incentives program rewarding Minnesotans 12-17 years old for completing their COVID-19 vaccine series. Incentives include:

- **\$100,000 Minnesota College Scholarship Drawings** - The State of Minnesota will hold five drawings of \$100,000 for five students to attend any public or private non-profit educational institution in the state of Minnesota.
- **Minnesota Experience Drawings** - Drawings for fun Minnesota experiences will take place weekly and include Minnesota Vikings player meet and greet and VIP game day experience, Wintergreen Dogsled Lodge experience, Minnesota Zoo Zoo Keeper for A Day experience, and more.

Drawing	Entry Deadline	Drawing Date
1	November 15	November 19
2	November 22	November 29
3	November 29	December 3 33
4	December 6	December 10
5	December 13	December 17



# Vaccine mandate

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The Occupational Safety and Health Administration (OSHA) is issuing an emergency temporary standard (ETS) to protect unvaccinated employees of large employers (100 or more employees) from the risk of contracting COVID-19 by strongly encouraging vaccination. Covered employers must develop, implement, and enforce a mandatory COVID-19 vaccination policy, with an exception for employers that instead adopt a policy requiring employees to either get vaccinated or elect to undergo regular COVID-19 testing and wear a face covering at work in lieu of vaccination.



- The requirements start to take effect immediately and the District will need to collect vaccination status on all <sup>34</sup> employees by December 6, 2021. All employees who will not be fully vaccinated by January 4, 2022 will need to be tested for COVID-19 weekly and submit proof of a negative COVID-19 test every 7 days.
- The OSHA ETS Rule requires covered employers to develop a mandatory vaccination policy that “requires each employee to be fully-vaccinated.”

Source: <https://www.federalregister.gov/documents/2021/11/05/2021-23643/covid-19-vaccination-and-testing-emergency-temporary-standard>



## INDEPENDENT SCHOOL DISTRICT 283

SECTION/FILE 424 DATE OF ADOPTION 11/12/19  
REVISED \_\_\_\_\_  
TITLE Employee Internet and Technology Responsible Use

### I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for staff access to the school district computer systems, devices and acceptable and safe use of the Internet, including electronic communications.

### II. GENERAL STATEMENT OF POLICY

In making decisions regarding employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables employees to explore thousands of libraries, databases, bulletin boards, and other resources to do their work while exchanging messages with people around the world. The school district expects that employees will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

### III. LIMITED EDUCATIONAL PURPOSE

The school district is providing employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing employees with general access to the Internet. The school district system has a limited work and educational purpose, which includes use of the system for classroom activities, educational research, performing work duties and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission and core values of the school district and school policies. Uses, which might be acceptable on a user's private personal account on another system, may not be acceptable on this limited - purpose network. Use of electronic resources will follow the rules set forth in the employee agreements and the law.

### IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies and employment agreements, up to and including termination of employment; or civil or criminal liability under other applicable laws.

## V. UNACCEPTABLE USES

1. The following uses of the school district system and Internet resources or accounts are considered unacceptable:
  1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit or distribute:
    - a. pornographic, obscene or sexually explicit material or other visual depictions that are harmful to minors;
    - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
    - c. materials that use language or images that are inappropriate in the work or education setting or disruptive to the educational process;
    - d. information or materials that could cause damage or danger of disruption to the work or educational process;
    - e. materials that use language or images that advocate violence or discrimination toward other people (hate or harassing literature) or that may constitute harassment or discrimination.
  2. Users will not use the school district system to knowingly or recklessly post, transmit or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
  3. Users will not use the school district system to engage in any illegal act or violate any local, state or federal statute or law.
  4. Users will not use the school district system to vandalize, damage or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software or system performance by spreading computer viruses or by any other means, will not tamper with, modify or change the school district system software, hardware or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.
  5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information or files without the implied or direct permission of that person.
  6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

- a. This paragraph does not prohibit the posting of employee contact information on the school district webpages or communications between employees and other individuals when such communications are made for work or education-related purposes (i.e. communications with parents or other staff members related to students or in carrying out professional responsibilities of the employee's job).
- b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
  - 1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or
  - 2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from their supervisor or the building administrator.

- c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as "Facebook," "Twitter," "Instagram," "Snapchat," and "Reddit," and similar websites or applications.
7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes or network identification other than those assigned to the user. Messages and

records on the school district system may not be encrypted or made otherwise inaccessible without the permission of appropriate school authorities.

8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
  9. Users will not use the school district system for conducting business, for unauthorized commercial purposes or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.
  10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy (Policy 514). This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.
2. An employee engaging in any of the foregoing unacceptable uses of the Internet when off school district premises and without the use of the school district system also may be in violation of this policy as well as other school district policies. Examples of such violations include, but are not limited to, situations where the school district system is compromised or if a school district employee or student is negatively impacted. In situations when the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district shall investigate such reports to the best of its ability. Employees may be subject to disciplinary action for such conduct up to and including termination of employment.
  3. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

## **VI. FILTER**

The School District will use reasonable <sup>38</sup>precautions and technology filtering methods to filter inappropriate content.

1. School district Internet access available for employee use will use available software filtering technology or other effective methods, to prevent employee access to materials that are reasonably believed to be obscene, child pornography, or harmful to minors under state or federal law.
  2. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
  3. With respect to any of its devices and Internet access, the School District will monitor the online activities of employees and use technology protection measures during any use of such devices by students and adults. The technology protection measures utilized will block or filter all reasonable Internet access to visual depictions that are:
    - a. Obscene;
    - b. Child pornography; or
    - c. Harmful to minors.
- A. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:
    1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
    2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
    3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
  - B. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
  - C. An administrator, supervisor or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bonafide research or other lawful purposes.
  - D. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

**VII. CONSISTENCY WITH OTHER SCHOOL POLICIES**

Use of the school district computer system and use of the Internet shall be consistent with school district policies, the mission and core values of the school district.

**VIII. LIMITED EXPECTATION OF PRIVACY**

1. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
2. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
3. An individual investigation ~~or~~ search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.

4. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act). In the event there is a claim of suspected violation regarding this policy, the user will be provided due process as set forth by school policy.
5. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

#### **IX. INTERNET USE AGREEMENT**

1. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents and employees of the school district.
2. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.
3. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

#### **X. LIMITATION ON SCHOOL DISTRICT LIABILITY**

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage or unavailability of data stored on school district or cloud storage devices, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

#### **XI. USER NOTIFICATION**

1. All employees shall be notified of the school district policies relating to Internet use.
2. This notification shall include the following:
  1. Notification that Internet use is subject to compliance with school district policies. 40
  2. Disclaimers limiting the school district's liability relative to:
    - a. Information stored on school district storage devices, hard drives, cloud



- drives or servers.
  - b. Information retrieved through school district devices, networks or online resources.
  - c. Personal property used to access school district computers, networks or online resources.
  - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
  4. Notification that, even though the school district may use technical means to limit student and employee Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
  5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by an employee through the Internet is the sole responsibility of the employee.
  6. Notification that the collection, creation, reception, maintenance and dissemination of data via the Internet, including electronic communications, is governed by Policy 406, Public and Private Personnel Data, and Policy 515, Protection and Privacy of Pupil Records.
  7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, employee disciplinary action may be taken and/or appropriate legal action may be taken.
  8. Notification that all provisions of the acceptable use policy are subordinate to local, state and federal laws.

## **XII. IMPLEMENTATION; POLICY REVIEW**

1. The school district administration may develop appropriate user notification forms, guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms and procedures shall be an addendum to this policy.
2. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.
3. The school district Internet policies and procedures are available for review by all parents, guardians, staff and members of the community.
4. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

***Legal References:***

15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act) 17 U.S.C. § 101 *et seq.* (Copyrights)  
20 U.S.C. § 6751 *et seq.* (Enhancing Education through Technology Act of 2001) 47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))  
47 C.F.R. § 54.520 (FCC rules implementing CIPA)  
Minn. Stat. § 125B.15 (Internet Access for Students)  
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)  
*Tinker v. Des Moines Indep. Cmty. Sch. Dist.*, 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)  
*United States v. American Library Association*, 539 U.S. 194, 123 S.Ct. 2297, 56 L.Ed.2d 221 (2003)  
*Doniner v. Niehoff*, 527 F.3d 41 (2<sup>nd</sup> Cir.2008)  
*R.S. v. Minnewaska Area Sch. Dist. No. 2149*, No. 12-588, 2012 WL3870868 (D. Minn. 2012)  
*S.J.W. v. Lee's Summit R-7 Sch. Dist.*, 696F.3d 771 (8<sup>th</sup> Cir. 2012)  
*Kowalski v. Berkeley County Sch.*, 652F.3d 565 (4<sup>th</sup> Cir. 2011)  
*Layshock v. Hermitage Sch. Dist.* , 650F.3d 205 (3<sup>rd</sup> Cir. 2011)  
*Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist.* 853F. Supp.2d888 (W.D. Mo.2012)  
*M.T. v. Cent. York Sch. Dist.*, 937 A.2d 538 (*Pa. Commw. Ct.* 2007)

***Cross References:***

MSBA/MASA Mode 1 Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)

505 (Distribution of Nonschool-sponsored Materials on School Premises by Students and Employees)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)

MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

MSBA/MASA Mode 1 Policy 522 (Student Sex Nondiscrimination)

MSBA/MASA Mode 1 Policy 524 (Internet Acceptable Use and Safety - Students)

MSBA/MASA Mode 1 Policy 603 (Curriculum Development)

MSBA/MASA Mode 1 Policy 604 (Instructional Curriculum)

MSBA/MASA Mode 1 Policy 606 (Textbooks and Instructional Materials)

MSBA/MASA Mode 1 Policy 806 (Crisis Management Policy)

MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

## **INTERNET USE AGREEMENT - EMPLOYEE**

### **SCHOOL DISTRICT EMPLOYEE**

I have read and do understand the school district policies relating to safety and acceptable use of the school district computer system and the Internet and agree to abide by them. I further understand that should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action may be taken, including the possibility of termination of employment.

User's Full Name (please print):

User Signature:

Date:

## INDEPENDENT SCHOOL DISTRICT 283

**SECTION/FILE**     524

**DATE OF ADOPTION** 06/26/2000

**REVISED** 06/09/03; 03/26/07; 03/24/08; 11/22/10; 3/12/12;  
06/25/18; 04/27/20

**TITLE**     Internet and Technology Responsible Use - Students

### **I.     PURPOSE**

The purpose of this policy is to set forth policies and guidelines for student access to the school district computer systems, devices and acceptable and safe use of the Internet, including electronic communications.

### **II.    GENERAL STATEMENT OF POLICY**

In making decisions regarding student access to the school district computer systems, devices and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

### **III.   LIMITED EDUCATIONAL PURPOSE**

The school district is providing students with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and college or career development activities. Students are expected to use Internet access through the district system to further educational and personal goals consistent with the mission and core values of the school district and school policies. Uses, which might be acceptable on a user's private personal account on another system, may not be acceptable on this limited-purpose network. Use of electronic resources will follow the rules set forth in the School Discipline Policy and the law.

### **IV.   USE OF SYSTEM IS A PRIVILEGE**

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use<sup>45</sup> of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of

use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, or exclusion; or civil or criminal liability under other applicable laws.

## **V. UNACCEPTABLE USES**

- A. The following uses of the school district system and Internet resources or accounts are considered unacceptable:
1. Students will not use the school district system to access, review, upload, download, store, print, post, receive, transmit or distribute:
    - a. pornographic, obscene or sexually explicit material or other visual depictions that are harmful to minors;
    - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
    - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
    - d. information or materials that could cause damage or danger of disruption to the educational process;
    - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
  2. Students will not use the school district system to knowingly or recklessly post, transmit or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
  3. Students will not use the school district system to engage in any illegal act or violate any local, state or federal statute or law.
  4. Students will not use the school district system to vandalize, damage or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software or system performance by spreading computer viruses or by any other means, will not tamper with, modify or change the school district system software, hardware or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.
  5. Students will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information or files without the implied or direct permission of that person.
  6. Students will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information,

including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

7. Students must keep all account information and passwords on file with the designated school district official. Students will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.
  8. Students will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
  9. Students will not use the school district system for conducting business, for unauthorized commercial purposes or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Students will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.
  10. Students will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy (Policy 514). This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.
- B. A student engaging in any of the foregoing unacceptable uses of the Internet when off school district premises and without the use of the school district system also may be in violation of this policy as well as other school district policies. Examples of such violations include, but are not limited to, situations where the school district system is compromised or if a school district

employee or student is negatively impacted. In situations when the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district shall investigate such reports to the best of its ability. Students may be subject to disciplinary action for such conduct including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, or exclusion.

- C. If a student inadvertently accesses unacceptable materials or an unacceptable Internet site, the student shall immediately disclose the inadvertent access to an appropriate teacher or school district official. This disclosure may serve as a defense against an allegation that the student has intentionally violated this policy. In certain rare instances, a student also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, the building administrator.

## **VI. FILTER**

The School District will use reasonable precautions and technology filtering methods to filter inappropriate content.

- A. School district computers and devices with Internet access and available for student use will use available software filtering technology or other effective methods to prevent student access to materials that are reasonably believed to be obscene, child pornography, or harmful to minors under state or federal law.
- B. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
- C. With respect to any of its devices with Internet access, the School District will monitor the online activities of students and use technology protection measures during any use of such devices by minors and adult students. The technology protection measures utilized will block or filter all reasonable Internet access to visual depictions that are:
  - 1. Obscene;
  - 2. Child pornography; or
  - 3. Harmful to minors.



- D. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:
  - E. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
  - F. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
  - G. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- VII.** Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
- VIII.** An administrator, supervisor or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bonafide research or other lawful purposes.
- IX.** The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.
- X. CONSISTENCY WITH OTHER SCHOOL POLICIES**  
Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission and core values of the school district.
- XI. LIMITED EXPECTATION OF PRIVACY**
- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Students should expect only limited privacy in the contents of personal files on the school district system.
  - B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
  - C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
  - D. Parents/guardians have the right at any time to investigate or review the contents of their child’s files and e-mail files. Parents/guardians have the right to request the termination of their child’s individual account at any time, so long as it does not unreasonably interfere with the education of the student.
  - E. Students should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, students should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act or other Federal laws governing student data). In the event there is a claim of suspected

violation regarding this policy, the user will be provided due process as set forth by school policy.

- F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

## **XII. INTERNET USE AGREEMENT**

- A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents/guardians and employees of the school district.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.
- C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

## **XIII. LIMITATION ON SCHOOL DISTRICT LIABILITY**

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage or unavailability of data stored on school district or cloud storage devices, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

## **XIV. USER NOTIFICATION**

- A. All students shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
  - 1. Notification that Internet use is subject to compliance with school district policies.
  - 2. Disclaimers limiting the school district's liability relative to:
    - a. Information stored on school district storage devices, hard drives, cloud drives or servers.
    - b. Information received through school district devices, networks or online resources.
    - c. Personal property used to access school district computers,

- networks or online resources.
- d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
  4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
  5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents/guardians.
  6. Notification that the collection, creation, reception, maintenance and dissemination of data via the Internet, including electronic communications, is governed by Policy 406, Public and Private Personnel Data, and Policy 515, Protection and Privacy of Pupil Records.
  7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
  8. Notification that all provisions of the acceptable use policy are subordinate to local, state and federal laws.

**XV. PARENT/GUARDIAN RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE**

- A. Outside of school, parents/guardians bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies and other possibly offensive media. Parents/guardians are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.
- B. Parents/guardians will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents/guardians the option to request alternative activities not requiring Internet access. This notification should include:
  1. A copy of the user notification form provided to the student user.
  2. A description of parent/guardian responsibilities.
  3. A notification that the parents/guardians have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
  4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the

student.

5. A statement that the school district's acceptable use policy is available for parental/guardian review.

## **XVI. IMPLEMENTATION; POLICY REVIEW**

- A. The school district administration may develop appropriate user notification forms, guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms and procedures shall be an addendum to this policy.
- B. The administration shall revise the user notifications, including student and parent/guardian notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. The school district Internet policies and procedures are available for review by all parents, guardians, staff and members of the community.
- D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

**Legal References:** 15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act) 17 U.S.C. § 101 *et seq.* (Copyrights)  
20 U.S.C. § 6751 *et seq.* (Enhancing Education through Technology Act of 2001) 47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))  
47 C.F.R. § 54.520 (FCC rules implementing CIPA)  
Minn. Stat. § 125B.15 (Internet Access for Students)  
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)  
*Tinker v. Des Moines Indep. Cmty. Sch. Dist.*, 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)  
*United States v. American Library Association*, 539 U.S. 194, 123 S.Ct. 2297, 56 L.Ed.2d 221 (2003)  
*Doniner v. Niehoff*, 527 F.3d 41 (2<sup>nd</sup> Cir.2008)  
*R.S. v. Minnewaska Area Sch. Dist. No. 2149*, No. 12-588, 2012 WL3870868 (D. Minn. 2012)  
*S.J.W. v. Lee's Summit R-7 Sch. Dist.*, 696F.3d 771 (8<sup>th</sup> Cir. 2012)  
*Kowalski v. Berkeley County Sch.*, 652F.3d ~~656~~ 565 (4<sup>th</sup> Cir. 2011)  
*Layshock v. Hermitage Sch. Dist.* , 650F.3d 205 (3<sup>rd</sup> Cir. 2011)  
*Parents, Families and Friends of Lesbians and Gays, Inc. v.*

*Camdenton R-III Sch. Dist. 853F. Supp.2d888 (W.D. Mo.2012)*  
*M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)*

***Cross References:***

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 424 (Internet and Technology Responsible Use - Staff)  
MSBA/MASA Model Policy 505 (Distribution of Nonschool-sponsored Materials on School Premises by Students and Employees)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)  
MSBA/MASA Model Policy 603 (Curriculum Development)  
MSBA/MASA Model Policy 604 (Instructional Curriculum)  
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)  
MSBA/MASA Model Policy 806 (Crisis Management Policy)  
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

## **INTERNET AND TECHNOLOGY RESPONSIBLE USE AGREEMENT - STUDENT**

### **STUDENT**

I have read and do understand the school district policies relating to responsible use of the school district technology and the Internet and agree to abide by them. I further understand that should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action may be taken, including the possibility of expulsion.

User's Full Name (please print): \_\_\_\_\_

User Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **PARENT OR GUARDIAN**

As the parent or guardian of this student, I have read the school district policies relating to responsible use of the school district technology and the Internet. I understand that this access is designed for educational purposes. The school district has taken precautions to eliminate controversial material. However, I also recognize it is impossible for the school district to restrict access to all controversial materials and I will not hold the school district or its employees or agents responsible for materials acquired on the Internet. Further, I accept full responsibility for supervision if and when my child's use is not in a school setting. I hereby give permission to issue an account for my child and certify that the information contained on this form is correct.

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

Parent or Guardian's Signature: \_\_\_\_\_

### **SUPERVISING TEACHER**

(Must be signed if applicant is a student)

I have read the school district policies relating to responsible use of the school district technology and the Internet and agree to promote these policies with the student. Because the student may use the Internet on the school district computer system for individual work or in the context of another class, I cannot be held responsible for the student's use of the Internet on network. As the supervising teacher, I do agree to instruct the student on acceptable use of the Internet and network and proper network etiquette.

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

Teacher's Signature: \_\_\_\_\_



expression, or disability, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who is found to have violated this policy.

### III. DEFINITIONS

- A. "Assault" is:
1. an act done with intent to cause fear in another of immediate bodily harm or death;
  2. the intentional infliction of or attempt to inflict bodily harm upon another; or
  3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity and expression, or disability when the conduct:
1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
  2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
  3. otherwise adversely affects an individual's employment or academic opportunities.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications; Definitions
1. "Disability" means any condition or characteristic that renders a person a disabled person. A disabled person is any person who:
    - a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;
    - b. has a record of such an impairment; or
    - c. is regarded as having such an impairment.
  2. "Familial status" means the condition of one or more minors being domiciled with:
    - a. their parent or parents or the minor's legal guardian; or



- b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
  - 3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
  - 4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
  - 5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
  - 6. “Sexual orientation” means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment. “Sexual orientation” does not include a physical or sexual attachment to children by an adult.
  - 7. Gender identity and expression means having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness.
  - 8. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support and intervene on behalf of a student who is the target or victim of acts of harassment or violence.
- F. Sexual Harassment: Definition
- 1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
    - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
    - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment or education; or

- c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
2. Sexual harassment may include, but is not limited to:
- a. unwelcome verbal harassment or abuse;
  - b. unwelcome pressure for sexual activity;
  - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
  - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
  - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
  - f. unwelcome behavior or words directed at an individual because of sex or sexual orientation, gender identity and expression.

G. Sexual Violence: Definition

- 1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. § 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
- 2. Sexual violence may include, but is not limited to:
  - a. touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
  - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
  - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
  - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence: Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to, race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity and expression, or disability.

**INDEPENDENT SCHOOL DISTRICT 283**

<b><u>SECTION/FILE</u></b>	<b><u>413</u></b>	<b><u>DATE OF ADOPTION</u></b>	<b><u>5/24/82</u></b>
		<b><u>AFFIRMED/REVISED</u></b>	<b><u>6/12/06; 2/11/08; 11/8/10; 10/10/16; 3/12/18; 09/24/18; 09/09/19</u></b>
<b>TITLE</b>	<b><u>Harassment</u></b>	<b><u>and</u></b>	<b><u>Violence</u></b>

**PROCEDURES**

**REPORTING PROCEDURES**

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity and expression, or disability by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct which may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. In Each School Building. The building principal, the principal’s designee, or the building supervisor (hereinafter the “building report taker”) is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and

fully implemented and shall serve as a primary contact on policy and procedural matters.

- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. All school district employees have the responsibility to contribute to the well-being of others in the district. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer(s). If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- G. In the District. The school board hereby designates the Director of Human Resources and Director of ~~Special~~ Student Services as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. The Director of ~~Special~~ Student Services will typically be responsible for student to student reports. The Director of Human Resources will be responsible for reports involving district employees. If the complaint involves a human rights officer, the complaint shall be filed directly with the other designated Human Rights Officer or the superintendent.
- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses, work email and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate violence or harassment or engage in an act of reprisal or intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

## **INVESTIGATION**

- A. By authority of the school district, the designated human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The designated school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

**SCHOOL DISTRICT ACTION**

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.
- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.
- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or

violence.

## **RETALIATION OR REPRISAL**

The school district will discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged harassment or violence prohibited by this policy, who testifies, assists, or participates in an investigation of retaliation or alleged harassment or violence, or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

## **RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES**

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

## **HARASSMENT OR VIOLENCE AS ABUSE**

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. § 626.556 may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

## **DISSEMINATION OF POLICY AND TRAINING**

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.
- B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.



- F. This policy shall be reviewed at least annually for compliance with state and federal law.

- Legal References:** Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
Minn. Stat. § 121A.031 (School Student Bullying Policy)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
Minn. Stat. § 609.341 (Definitions)  
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)  
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)  
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)  
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)  
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)  
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)  
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)  
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)
- Cross References:** MSBA/MASA Model Policy 102 (Equal Educational Opportunity)  
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)  
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)  
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)  
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital

