

# Grades K-6 Student Handbook

2023-24 School Year Office: 507-444-8008 Attendance Line: 507-444-8012

### Welcome

Welcome to Owatonna Online. We are honored that you have selected us as a partner in supporting your educational journey. Families and students are encouraged to utilize the various tools provided in the Pearson Connexus platform to plan and track their successes and work completion. Teachers are also available to provide additional support when needed. We are excited you are a student with us where our mission is to Inspire Excellence: Every Learner, Every Day!

This school handbook is designed to provide you with policies and guidelines that are needed to create a positive learning environment for *ALL* at Owatonna Online.

Owatonna Online is a fully accredited online provider through the Minnesota Department of Education for students in kindergarten - 12th grade. Our Owatonna Online program utilizes ISD761 teachers and curriculum aligned to Minnesota Academic Standards.

Owatonna Online delivers a personalized learning approach, provides a flexible schedule and offers instructional and technical support. Students will receive:

- Individualized student learning through the use of digital curriculum and personalized instructor support.
- Instruction that allows students to follow their own pace, plan, and path along their educational journey.
- High-quality curriculum aligned to Minnesota academic standards.
- Access to curriculum 24:7
- Flexibility in their personal and academic schedules.
- Online instruction by Owatonna Public School teachers.
- Ability to connect with teachers during online office hours.

Thank you for entrusting us with educating your child. Please contact us at any time if you have questions.





### Inspiring Excellence. Every Learner, Every Day.

Owatonna Public Schools inspires a community of learners with equitable access to high quality, innovative learning opportunities ensuring all students are college, career and life ready.



VISIO

- · Build and nurture relationships
- · Develop and maintain a growth mindset
- Challenge the status quo

# OWATONNA PUBLIC SCHOOLS STRATEGIC DIRECTIONS



21st CENTURY LEARNERS



SAFE AND CARING COMMUNITY



EQUITY



HIGH QUALITY TEACHING AND LEARNING

## School Calendar

August	January	
21-24-New Teacher Workshop	1 - Winter Break/No School	
28-30-Teacher Work Days	15 - No School/Staff Development	
31 - Parent/Student Information Day at OMS	19 - End of 2nd Quarter	
31 - Gr. K-5 Interviews	22 - No School, Teacher Work Day	
September	February	
4 - Labor Day/District Closed	16 - No School, Gr. K-5 Conferences	
5 - Gr. 9-12 1st Day of School	19 - No School/District Closed	
5 - Gr. K-5 Interviews, Gr. 6 Orientation		
6 - Gr. 1-5 Interviews	March	
6 - Gr. 6-8 1st Day of School	21 - End of 3rd Quarter	
7 -Gr. K-5 1st Day of School	22 - No School, Teacher Work Day	
29-Homecoming/2-Hr Early Release	25-29 - Spring Break/No School	
	29 - No School, District Closed	
October		
19 - No School/MEA	April	
20 - No School/MEA		
November	Мау	
3 - End of 1st Quarter	27 - Memorial Day/District Closed	
6 - No School, E-5 Staff Development,		
6-12 Teacher Work Day	June	
17 - No School, Gr. K-5 Conferences	5 - Last Day of School	
22 - No School	6 - Teacher Work Day	
23 - Thanksgiving Day/District Closed	7 - Graduation	
24 - District Closed	7 - PLC/Staff Development Day	
	10 - PLC/Staff Development Day	
December		
25-29 - Winter Break/No School		

#### Grades K-6 Director

Mrs. Ann Mikkalson

amikkalson@isd761.org

<u>Main Line:</u> 507-444-8008	Attende
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Attendance Line: 507-444-8012

Social Worker	Technology Help Desk	
Mrs. Annette Warner	<u>Help Desk Ticket</u>	
<u>awarner@isd761.org</u>	507-444-8630	
507-444-8215	Hours: 7:30 am - 3:30 pm	

	Teachers
Teachers	
Kayla Davis kdavis1@isd761.org 507-444-8291	
Karen Thurnau <u>kthurnau@isd761.org</u> 507-444-8287	
Ruben Alvarez ralvarez1@isd761.org 701-353-5232	
Mrs. Jennifer Lopez English Language <u>ilopez1@isd761.org</u> 507-475-2094	

## **General Student Information and Expectations**

Owatonna Online students have the benefit of learning in an environment with a high level of flexibility and independence. With that in mind, students must make appropriate progress in their classes. Students should expect to work on school 6-7 hours a day or at least 25-30 hours each week.

### **Communication Expectations**

Due to the nature of online education, communication is critical to the learning environment. Students are expected to respond to all staff communications within 24 hours, excluding weekends and holidays. Students are expected to attend live, online classes and support sessions with teachers and other support staff. Students need to arrive on time and be prepared. Students should contact their teacher if they need help in a class.

## Before School Interviews (Grades K-5)

Owatonna Public Schools is committed to creating strong student and family relationships and fostering a positive first experience.. Before school interviews allow teachers to meet individually for 30 minutes with students and parents before the start of the school year. All students, grades K-5, will sign up for an individual 40-minute interview conference time either on Thursday, August 31, Monday, September 5h or Tuesday, September 6. Students will meet one on one with their teacher for approximately 40 minutes to learn more about them and assess their reading level. Parents should complete all of the forms electronically prior to the meeting.

## Family/Teacher Conferences

Conferences are a great opportunity for families to meet with the teacher; students are encouraged to attend. We strive for 100% attendance at our conferences. <u>MN Statute 181.9412</u> <u>Subd. 2</u> allows employed parents to request a leave for school conferences and activities. An employer must grant an employee a leave of up to a total of 16 hours during any 12-month period to attend school conferences or school-related activities related to the employee's child, provided the conferences or school-related activities cannot be scheduled during non-work hours. You must let your employer know in advance and make every effort to schedule the leave so that it disrupts your workplace operations as little as possible. The law does not guarantee that the time off will be paid, but paid vacation or other paid leave time may be used.

## REPORT CARDS

Report cards come out three times per year (following second, third and fourth quarters) and provide information about students' progress throughout the year.

### Attendance

With the introduction of our Elementary Learning Paths, we will be taking both attendance of live Meets and activity in online courses into account when considering attendance. Attendance will be taken in Google Meets, as they're required, and activity online will be factored into daily attendance as well. Attending Meets and staying on track with daily learning and assignments will ensure students do not get counted absent.



Each of the factors below is considered when teachers report daily attendance. Google Meets and online learning in Pearson are both important parts of our learners' education online. As always, please be sure to be in communication with your child's teacher in regards to occasional adjustments that need to be made to your learner's daily schedule.



Student attends all live Google Meets daily on their selected Path.

Students' courses are green for pacing in Pearson Connexus.

If students' courses are yellow or red for pacing, at least 4 hours have been spent working on courses for the day.

If the items listed above do not occur for a given day, the student will be marked as an unexcused absence.

#### Excused Absences

To be considered an excused absence, the student's parent or legal guardian must contact the school and indicate the reason for the student's absence from school within 24 hours of the absence. The following are examples of absences that will be considered excused and count toward a student's <u>10 excused</u> absences per year:

- Illness Serious illness in the student's immediate family Funeral
- Family Emergency Pre-arranged excused absences for student participation in non-school competition and performance activities.
- Family vacations with a pre-arranged absence form completed prior. Professional appointments that cannot be scheduled outside of the school day

An absence from school may be excused when called into the Owatonna Online office by a parent or legal guardian. The absence must be reported to the attendance line (507-444-8012 or email: mcaballero2@isd761.org) before 9:00 am the day the absence occurs. Owatonna Online reserves the right to request documentation for any absence and requires medical documentation for all absences longer than three days.

## Attending while traveling

Students are expected to attend Owatonna Online while residing within the state of Minnesota. Students wanting to work while traveling outside Minnesota, and especially outside of the United States, may not be able to access all of the online work. Students in good academic standing may take up to five excused absences for vacation and should notify the attendance office 507-444-8012 prior to the absence.

## Attendance Policies and Procedures

#### 503 – Student Attendance

- Owatonna Online expects students and their parent(s)/guardians to take responsibility for knowing and following the Attendance Policy.
- All students, regardless of age, must have absences excused by the parent(s)/guardian if the student lives at home.

### Absence Procedures - Call 507-444-8012

- When a student will be absent from school, the parent or guardian is expected to call the Owatonna Online attendance office between 7:00 and 3:00 pm. The attendance phone line number is 444-8012.
- Attendance on Days of School Activities: Students are reminded that except for doctor and dental appointments and school-approved activities, attendance for the last two periods of the day is required on the day of a game or a performance. Violations of this rule will be referred to the principal's and activities director's office.
- Parents/students will be informed of absences through accessing the online Infinite Campus Parent/Student Portal. Notification of unverified absences (absences that were not pre-excused through phone or written message) will be sent via an automated telephone call and email to the parent/household designated contact number and email address.

### **Excused Absences**

To be considered an excused absence, the student's parent or legal guardian must contact the school and indicate the reason for the student's absence from school within 24 hours of the absence. The following are examples of absences that will be considered excused and count toward a student's 10 excused absences per year.

- Illness
- Serious illness in the student's immediate family
- Funeral
- Family Emergency
- Pre-arranged excused absences for student participation in non-school competition and performance activities
- Family vacations with a **pre-arranged** absence form completed prior
- Professional appointments that cannot be scheduled outside of the school day

## The following types of absences are excused, but do not count toward the absence total for attendance procedures:

- Court appearances occasioned by family or personal action Student/parent/guardian must provide paperwork to school to verify court appearance.
- Religious holiday
- Funeral-death of an immediate family member
- Medical, dental, or orthodontic treatment, or counseling appointment when a doctor's note is provided or approved by the school nurse.

#### Consequences of Excused Absences

- The typical student misses 5-7 days per school year.
  - When students reach 5 excused days, families will receive a letter informing them of how many days their student has missed.
  - When students reach 7 excused days, families will receive a letter informing them of how many days their student has missed. A conference or phone call may be arranged with the student and family to discuss the student's attendance.
  - When students reach 10 excused days, families will receive a letter of concern informing them that if their student misses more than 10 days, the absences will be required to be excused by a doctor or the school nurse.
  - If a doctor or school nurse excuse is required but not provided, the absence will be considered unexcused.

#### Unexcused Absences

- Any absence not cleared within 24 hours of occurrence
- Work at a business when required to meet live with a teacher
- Non-pre-arranged family vacations
- Overslept
- Arrival to a scheduled live session after twenty minutes will be coded as an unexcused absence and will count toward the total number of absences allowed
- Other non-school authorized excuses
- Taking care of a sibling or family member

### Guidelines for Truancy

In accordance with the State Department of Education and the Minnesota Mandatory Attendance Law, students must attend school each and every day school is in session. It is the responsibility of the students, parents/guardians, and the school to assure that students attend school.

# Truancy defined: an absence without lawful excuse from attendance at school when required to attend. MN Statute 260A.02 subd. (3) and subd. (19):

#### **Required Reporting**

- Continuing Truant: Minn. Stat. 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minn.
   Stat. 120.101 and is absent from instruction in a school. As defined in Minn. Stat. 120.05, without valid excuse within a single school year for three or more days if the child is in middle school or high school.
- Habitual Truant: A habitual truant is a child under the age of 18 years who is absent from school without lawful excuse for seven school days if the child is in elementary school or for seven school days if the child is in middle school or high school.
- A school district official shall refer a habitual truant child and the child's parent(s) or legal guardian to appropriate services and procedures under Minnesota Statute Chapter 260A.

Occurrence	SCHOOL ACTION	COUNTY ACTION
1 -2	<ul> <li>Meeting with grade level administrator</li> </ul>	

#### Consequences: Truancy Ladder

3-6	<ul> <li>Mandatory parent/guardian-admini stration meeting</li> <li>Continual truancy notification</li> </ul>	Appearance with County Attendance Review Board (ARB) and/or referral to truancy court.
7-8	<ul> <li>Habitual Truancy referral to Law Enforcement</li> <li>Referral to Owatonna Online Student Assistance Team</li> <li>Loss of eligibility for school events</li> </ul>	<ul> <li>Referral to Human Services</li> <li>Possible Court Summons</li> <li>Possible Child in Need of Protective Services (CHIPs) petition.</li> </ul>

### Student Responsibilities to Prevent Truancy

- Students must log in every school day, attend live teacher sessions, and submit assignments to be on track in each of their courses.
- Students must have regular contact with Owatonna Online faculty and staff, returning all emails and calls.
- Students must complete courses within the timeframe determined at enrollment.
- If the student is going to be absent, a parent/guardian must call the attendance line to report the absence.

### Parent Responsibility to Prevent Truancy

- Parents should monitor and make sure their child is engaging in daily coursework that totals a minimum of three assignments a day.
- If a student does not attend live meets and/or turn in an assignment for fifteen consecutive school days, the student will be withdrawn from Owatonna Online in accordance with state law.
- The parent/legal guardian should log into the parent portal to view student progress and attendance.
- If a student is going to be absent from school, a parent/legal guardian must call the Owatonna Online attendance line to report it.

Parents play a key role in helping their child succeed in school. Parents are able to monitor their student's progress at any time and may contact their child's teacher with questions or concerns. Owatonna Online looks forward to partnering with parents to help make their child's academic experience a successful one.

## Accessing Online Course Work

Students will receive a login to the Pearson Connexus System. Once in the system, students have a dashboard where they are able to access all of their courses.

**Pearson Connexus** offers standards-aligned video-based curriculum for students in a blended learning environment. This platform allows teachers to customize the curriculum for their students, monitor their progress and provide support when needed. Students will complete lessons, assessments, and interactive activities as they learn course content.

## What do you need to know as a student:

Student Pearson Connexus Orientation - Training will be held virtually on August 28, 2023 from 3:00pm-4:00pm. More information will be sent to families closer to the date of the training. It will be recorded and shared out to families in the days that follow.

Pearson Connexus Log-in: <u>https://owatonnaonline.lms.pearsonconnexus.com/</u> Username: (Student Complete School Email) Password: (Lunch Pin)

### Independent Work Time

Students are expected to work on their assignments daily and keep up with the timelines outlined by their teacher.

## Live Class Expectations

Teachers will require live sessions throughout the day with a student or a group of students.

- Show up on time and be prepared.
- Respect your classmates and your teacher and their opinions.
- Be mindful when using your microphone, annotation, and the chat feature.
- Participation is required.
- Think before you send something in chat.
- Don't type in all capital letters this is the same as yelling.
- Stay on task.
- Be kind and supportive.

## Learning Coach

Support at home is critical to the success of students in an online setting. All elementary school students are expected to have a responsible adult to support learning at home. The

learning coach will be responsible for learning how to use Owatonna Online systems, monitoring student progress, and helping/encouraging students to access teacher help.

## Progress Monitoring

Students and parents/guardians may check student progress by logging into Pearson Connexus and viewing the student Homescreen, where there is a progress bar and gradebook.

## Infinite Campus Instructions

Information about Owatonna Online can be found on our web page and through Infinite Campus. Infinite Campus allows you to keep up to date on student progress and attendance, please click <u>HERE</u> to update your household and create an account. We also send out regular information via email.

## Technology

### Technology Device and Insurance Agreement

Students will be provided technology to use at Owatonna Online. The <u>Technology Use</u> <u>Handbook</u> highlights key information about our 1:1 Technology and the responsibilities of both students and families.

All students/families are required to sign the <u>Technology Device and Insurance Agreement</u> (<u>Appendix B</u>) prior to beginning the academic school year. Owatonna Online will provide to the student, according to the terms and conditions specified in this Agreement, the following device, equipment and accessories:

- Ipad (K-1)
- Chromebook (2-12)
- Power cord

All students are required to follow <u>School Board Policy 524</u>: <u>Electronic Technologies</u> <u>Acceptable Use Policy</u> (<u>Appendix C</u>)

## Technology Support

If you are experiencing a technology issue, you can contact the Owatonna Public Schools Technology Department by leaving a message on the Technology Hotline at 507-444-8630 or by filling out a <u>Technology Ticket</u>. A member of the Technology Department will contact you as soon as possible during Technology Help Desk hours.

Technology Help Desk Hours: Monday - Friday 7:30 am - 3:30 pm

## Academic Integrity

Owatonna Online expects a full commitment to academic integrity from each of our students. Should your teacher suspect that cheating or plagiarism has taken place, you may be required to verify your work, which can include additional demonstration of mastery such as additional course work, verbal demonstration of comprehension, and proctored exams in school at the Owatonna Online offices.

- Your work on each assignment will be completely your own.
- Your collaboration with another classmate on any assignment will be pre-approved by your instructor.
- You will not cheat or plagiarize in any form.
- You will not allow others to copy your work.
- You will not misuse content from the Internet.

### Cheating/Plagiarism

Dictionary.com defines plagiarism as, "An act or instance of using or closely imitating the language and thoughts of another author without authorization and the representation of that author's work as one's own, as by not crediting the original author". Plagiarism, or the copying of another's work and submitting it as your own, is not tolerated and will receive consequences when identified and confirmed.

Students found to have copied sections from books, encyclopedias or off the Internet, and turned this work in as their own, will receive a reduction in grade for that assignment up to a "fail." This may also result in a loss of credit for that particular class. Cheating on an exam or an assignment may have a similar consequence. Students caught cheating or plagiarizing may lose credit for the assignment. The student may lose credit for the course upon the consideration of the teacher and an administrator.

## Workspace and Supplies

Students must have their ipad/ chromebook charged and ready each day to be ready to go into live sessions and complete their work. We strongly encourage having a designated space to work from on a daily basis. High speed internet access is required.

While you are an online student, we recommend having notebooks, pencils, a calculator, and any other school supplies you would need in a traditional setting available in your workspace. Students are required to have a headset/earbuds in order to participate in live classes and individual support sessions. Students are encouraged to use the online tools embedded into the Pearson Connexus platform.

### K-5 Supply List

- Pencils
- Black permanent marker
- Expo Markers
- 2 Notebooks
- Highlighters in multiple colors (4th and 5th only)
- Crayons or colored pencils
- Scissors
- Scotch table
- Notecards
- Headphones/Earbuds (recommended to purchase either with a microphone feature)
- Post-It Notes (optional)

There are very few consumable materials required for courses in Pearson Connexus. If you are enrolled in a course that does require materials of this type, they will be mailed to you directly from Pearson.

## Field Trips

Field trips provide authentic learning experiences for students. Permission forms will be required for all field trips. Chaperones will need to have a background check prior to the scheduled trip. (Policy 610)

## Standardized Testing Requirements

### Minnesota Comprehensive Assessments (MCAs)

All Owatonna Online students in grades 3-5 are expected to participate in state and district assessments. Some of these assessments may be required for graduation, while others are designed to measure student proficiency within various subjects. Other state mandated tests may be administered throughout the year.

Parents/Guardians have the right to refuse student participation in statewide testing. Parents/Guardian choosing refusal must review Parent/ Guardian Guide and Refusal for Student Participation in Statewide Testing, and complete and return the included form. (<u>see</u> <u>appendix A</u>)

To read Owatonna Public Schools testing policies in full, visit <u>https://www.isd761.org/district-services/teaching-learning/assessments</u>

### Parent-Student-Teacher Conferences

Parent Conferences will be scheduled throughout the year. The purpose of conferences is to keep parents/guardians informed of the progress students are making at Owatonna Online.

## **Bullying Policy**

Owatonna Online is committed to providing a safe and caring environment for all students. We treat each other with respect and refuse to tolerate bullying of any kind. We will endeavor to be kind and respectful in our interactions with others. Definitions

- The term "bullying" means any gesture or written, verbal, graphic or physical act (including cyber bullying, i.e. acts transmitted through the use of internet, cell phone, or other electronic device) that is likely to be reasonably perceived as being intimidating, mocking, belittling, hostile, humiliating, threatening, or is otherwise likely to evoke fear of physical harm or emotional distress. Bullying includes, but is not limited to, the following:
  - a. Hurting another physically by hitting, kicking, tripping, or pushing
  - b. Stealing or damaging another person's things
  - c. Ganging up on another person

- d. Teasing another person in a hurtful way
- e. Calling another person hurtful names
- f. Using put-downs, such as insulting another person's race, making fun of another person because of their characteristics based on gender, or denigrating another person for other personal characteristics
- g. Spreading rumors or untruths about another person

Off-campus student behavior, including behavior on computers, cell phones, or other electronic devices whether at home or in other places, is subject to consequences under this policy if the behavior creates a material and substantial disruption of the educational process at school for one or more students. (Policy 514)

### Student Expectations

Owatonna Online students must not bully others, must not be a bystander to bullying, and must report bullying to an adult. Students are expected to do the following:

- 1. Treat others with kindness and respect
- 2. Refuse to bully others
- 3. Refuse to let others be bullied
- 4. Refuse to watch, laugh, or join in when someone is being bullied
- 5. Try to include everyone in activities, especially those who are often left out
- 6. Report bullying to an adult

### **Open Enrolled Students**

The school may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minn. Stat. §124D.03) or Enrollment in Nonresident District (Minn. Stat. §124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. Stat. Ch. 260A), and the student's case has been referred to juvenile court. The school may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods of fifteen (15) school days and has not lawfully withdrawn from school.

### Records and Your Rights

The collection, security, storage and release of student information is as required by state and federal laws. The school district must obtain and use information about each student to plan the best education program and ensure the rights of each student and parent/guardian to privacy. Therefore, access to information by third parties is controlled. The superintendent of schools has overall responsibility for student records and delegates the day-to-day responsibility to administrators in charge of each elementary and secondary school and to certain district personnel. See Also Public Notice Regarding Protection and Privacy of Pupil Records and the Notification of Rights Under the Protection of Pupil Rights Amendment (PPRA)

### Student Data

Public Data Directory information may be disclosed in the form of class lists or other lists. The following student information is public: a) name; b) school of attendance; c) dates of attendance; d) grades completed; e) degrees and awards received; f) participation in officially recognized activities/sports; g) height and weight of members of athletic teams; and h) photograph (including most videos).

Names of students in each class and classroom photographs are designated as limited directory data and allow parents and guardians to have access to that information without designating it as public information. If you, as a parent, do not want directory information used for school functions, please submit this request in writing to the principal of the elementary building. (Policy 515)

### School District Policies

A complete list of policies can be found on the School District website at <u>www.isd761.org/our-district/school-board/policies</u>

#### Notifications:

- Directory Information and Pupil Records (Student Privacy)
- Notification of Rights Under the Protection of Pupil Rights Amendment (PPRA)
- Snow Days and E-Learning Days
  - Snow Days- When an official snow day is called for Owatonna Public Schools,
     Owatonna Online students will not be required to report to Meets or work in
     Pearson. If needed, this will be an optional catch-up day for students.
  - o In the event that we have to cancel school due to inclement weather, Owatonna Public Schools may call an 'E-Learning Day' instead of simply canceling school.

Owatonna Online students will be required to complete work in Pearson for the day, but Live Meets will not be held. Teachers will be available via email.

#### Pest Management

Parents/guardians and school employees may request to be notified prior to pesticide application on school property. Pesticides include chemicals used to control insects, weeds, rodents or other pests as defined by the law (M.S. 123B.575, Subd. 9). Pesticides and non-chemical treatments may be used in combination in and around schools for a variety of reasons, including the control of pests which have the potential to bite, sting, spread disease, cause asthma, and/or trigger an allergic reaction. Pesticides may also be used to prevent or control damage to materials within the school building or to the school building itself, or to control pests or weeds that are seen as a nuisance.

To limit the potential pesticide exposure, this school follows safety regulations to ensure pesticides are applied properly. All pesticide products, which are used in and around school buildings, are required to be registered with the Minnesota Department of Agriculture and the U.S. Environmental Protection Agency. In addition, school employees and certified and licensed applicators are required by state and federal law to comply with all requirements of the pesticide label, including building sites, application rates, re-entry intervals, posting, use of personal protective equipment, use restrictions, and disposal on the product label.

If you would like to be notified prior to pesticide applications, please contact Bob Olson, Director of Facilities, Infrastructure and Security at 507-444-8606.

#### • Employment and Services Criminal History Background Checks

The school district has adopted a policy, the purpose of which is to promote the physical, social, and psychological well-being of its students. Pursuant to this policy, the school district shall seek criminal history background checks for all applicants who receive an offer of employment with the school district. The school district also shall seek criminal history background checks for all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether compensation is paid. These positions include, but are not limited to, all athletic coaches, extracurricular academic coaches, assistants, and advisors. The school district may elect to seek criminal history background checks for other volunteers, independent contractors, and student employees. *(Read the full policy here)* 

- 102 Equal Educational Opportunity
- 413 -<u>Harassment and Violence</u> <u>413 - Form</u>
- 418 Drug-Free Workplace/Drug-Free School
- 419 Tobacco-Free Environment
- 501 School Weapons Policy
- 502 Search of Student Lockers, Desks, Personal Possessions & Student's Person
- 503 <u>Student Attendance</u>
- 504 Student Dress and Appearance
- 506 Student Discipline
- 509 Enrollment of Nonresident Students
- 513 Student Promotion, Retention, and Program Design
- 514 Bullying Prohibition Policy
- 515 Protection and Privacy of Pupil Records
- 522 <u>Title IX Sex Nondiscrimination Policy</u>
- 524 Electronic Technologies Acceptable Use Policy

See also Social Media Guidelines

524 Form - <u>Student and Parent</u>

526 - Hazing Prohibition

- 529 <u>Staff Notification of Violent Behavior by Students</u>
- 531 <u>The Pledge of Allegiance</u>
- 550 <u>Public Videotaping/Filming/Photographing School Events</u>

## APPENDIX

## DEPARTMENT OF EDUCATION

## Statewide Assessments: Parent/Guardian Participation Guide and Refusal Information

Your student's participation in statewide assessments is important as it allows your school and district to ensure all students have access to a high-quality education. In the past, students with disabilities and English learners were often excluded from statewide assessments. By requiring that all students take statewide assessments, schools and teachers have more information to see how all students are doing. This helps schools to continuously improve the education they provide and to identify groups, grades, or subjects that may need additional support.

#### **Assessments Connect to Standards**

Statewide assessments are based on the <u>Minnesota Academic Standards</u> or the <u>WIDA</u> <u>English Language Development Standards</u>. These standards define the knowledge and skills students should be learning in K–12 public and charter schools. Minnesota prioritizes high-quality education, and statewide assessments gives educators and leaders an opportunity to evaluate student and school success.

#### Minnesota Comprehensive Assessments (MCA) and Minnesota Test of Academic Skills (MTAS)

MCA and MTAS are the annual assessments in reading, mathematics and science that measure a snapshot of student learning of the Minnesota K–12 Academic Standards.

#### **ACCESS and Alternate ACCESS for English Learners**

The ACCESS and Alternate ACCESS are the annual assessments for English learners that provide information about their progress in learning academic English based on the WIDA English Language Development Standards.

#### **Statewide Assessments Help Families and Students**

Participating in statewide assessments helps families see a snapshot of their student's learning so they can advocate for their success in school. High school students can use MCA results:

- For course placement at a Minnesota State college or university. If students receive a college-ready score, they may not need to take a remedial, noncredit course for that subject.
- For Postsecondary Enrollment Options (PSEO) and College in the Schools programs.

English learners who take the ACCESS or Alternate ACCESS and meet certain requirements have the opportunity to exit from English learner programs.

#### Taking Statewide Assessments Helps Your Student's School

Statewide assessments provide information to your school and district about how all students are engaging with the content they learn in school. This information helps:

- Educators evaluate their instructional materials.
- Schools and districts identify inequities between groups, explore root causes and implement supports.
- School and district leaders make decisions about how to use money and resources to support all students.

#### **Student Participation in Statewide Assessments**

Student participation in state and locally required assessments is a parent/guardian choice. If you choose to have your student not participate in a statewide assessment, please provide a reason for your decision on the form. Contact your student's school to learn more about locally required assessments

#### **Consequences of Not Participating in Statewide Assessments**

- The student will not receive an individual score. For ACCESS and Alternate ACCESS, the student would not have the opportunity to exit their English learner program.
- School and district assessment results will be incomplete, making it more difficult to have an accurate picture of student learning.
- Since all eligible students are included in some calculations even when they do not participate, school and district accountability results are impacted. This may affect the school's ability to be identified for support or recognized for success.

Check with your local school or district to see if there are any other consequences for not participating.

#### Additional Information

- On average, students spend less than 1 percent of instructional time taking statewide assessments each year.
- Minnesota statutes limit the total amount of time students can spend taking other district- or school-wide assessments to 11 hours or less each school year, depending on the grade.
- School districts and charter schools are required to publish an assessment calendar on their website by the beginning of each school year. Refer to your district or charter school's website for more information on assessments.

(Note: This form is only applicable for the 2022 to 2023 school year.)

### DEPARTMENT OF EDUCATION

Student Information

#### Statewide Assessment: Parent/Guardian Decision Not to Participate

By completing this form, you are acknowledging that your student will not participate in statewide assessments and will not receive individual assessment results. This form must be returned to your student's school before the applicable test administration.

First Name:Middle	e Initial:Last Name:		
Date of Birth:// Curren	nt Grade in School:		
School:	District:		
Parent/Guardian Name (print):			
Parent/Guardian Signature:	Date:		
Reason for Refusal:			
Please indicate the statewide assessment(s) you are opting the student out of this school year:			
MCA/MTAS Reading	MCA/MTAS Science		
MCA/MTAS Mathematics	ACCESS/Alternate ACCESS		
Contact your school or district for more inform	ation on how to opt out of local assessments.		



(education.mn.gov > Students and Families > Programs and Initiatives > Statewide Testing)



## Technology Device & Insurance Agreement

The Owatonna Public School District 761 (DISTRICT) enters into this agreement for the purpose of providing a device on loan to students.

#### **Description of Loaned Property:**

The DISTRICT will provide to the student, according to the terms and conditions specified in this Agreement, the following device, equipment and accessories: One (1) Laptop/Chromebook/Tablet & One (1) Power cord. A Laptop/Chromebook/Tablet carrying case will be provided for all students grades 6-8 and optional for grades 9-12.

Throughout this Agreement, use of the term "device" is understood to include all of the items listed under "loaned property".

#### **Terms of Agreement**

This Agreement will begin in August/September and will end in June or withdrawal of the student from the Owatonna Public Schools, or upon termination of this Agreement.

#### The DISTRICT agrees to:

- 1. Provide a device in good working order upon delivery.
- 2. Provide training opportunities for the student to learn how to use the device for their learning activities at school.
- 3. Diagnose technical issues and perform repairs. It is understood that device breakdown and repairs may result in the loss of access to the device. Because the data is stored in the cloud, students will have access to their folders and content when they log in to any device. In the event of loss or damage to the device, the DISTRICT will, at its sole discretion, determine the cost and family's obligation associated with any damage to the computer. Also the DISTRICT will determine if the damage is due to negligence which will void this contract.

#### The FAMILY and STUDENT agree to:

- 1. Keep the device free of stickers and writing.
- 2. Use the device in a careful and proper manner, and be liable for loss or damage of the device.
- Assume responsibility for supervising the student's use of the device at home, following the guidelines of the District's
  <u>Electronic Technologies Acceptable Use Policy</u>. The FAMILY further agrees to comply with and conform to all national,
  state, municipal and other laws, ordinances and regulations relating to the possession, use, or maintenance of the
  device.
- 4. Return the device, power cord and case (if received) to the school at the end of the school year or if the student leaves the district.
- 5. Contact their school's media center when problems arise with the device. The student or family will NOT attempt to perform repairs.
- 6. Keep the device in the carrying case (if received) or backpack when not in use.
- 7. Bring the device to school each day, fully charged.
- 8. The terms of the insurance plan or take full responsibility for the repair/replacement of the device if damaged, lost or stolen.

**The FAMILY understands that any violation of the above conditions will result in the removal of the device from the student.** The device is, and at all times shall remain, the sole and exclusive property of the DISTRICT, and the FAMILY shall have no right, title, or interest therein, except as set forth in this Agreement.

The FAMILY shall indemnify and hold harmless the DISTRICT and its agents against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and costs arising out of, connected with or resulting from the device, use of the device, or this Agreement, including, without limitation, the manufacture, delivery, possession, use, operation, or return of the device.

#### **Device Insurance Plan Information**

Owatonna Public Schools recognizes that with 1:1 student technology devices, there is a need to protect the investment by both the District and the Family. Therefore, an insurance plan is available to each family. The cost for this insurance is \$25 per device, per student, per school year and will be due prior to the receipt of your child's device. *Families receiving educational benefits such as free or reduced are eligible for insurance at no cost.* 

All families are encouraged to participate in the insurance option, but are not required to do so. Families who do not choose to purchase insurance are responsible for the full cost of repair and/or replacement of a damaged or lost device.

The insurance will provide coverage for accidental damage (drops/spills), cracked screens, theft, vandalism, fire, flood, natural disasters, and power surges due to lightning. The payment is nonrefundable. This annual coverage begins upon receipt of the payment and ends at the conclusion of each school year. The insurance plan does not cover lost, stolen or damaged charging cords or cases.

All insurance claims must be reported to the office of your child's media center. In cases of theft or other criminal acts, a police report, or fire report in the case of fire, MUST be filed by the parent/guardian and student for the protection coverage to be utilized. A copy of the police/fire report must be provided to the media center of your child's school.

Families who opt out of the insurance option will be held responsible for ALL damage to their devices including, but not limited to: broken screens, cracked casing or plastic pieces, inoperability, etc. Lost items such as devices, cases, and charging cords will be charged the actual replacement cost. Whether you opt in or out of insurance, NEVER attempt to gain access to the internal electronics or repair your device. If your device fails to work or is damaged, report the problem to the media center at your school as soon as possible. Device repair/replacement options will be determined by the school technology staff.

INTENTIONAL DAMAGE: Students/parents are responsible for full payment of intentional damages to devices. School District insurance DOES NOT cover intentional damage of the device.

Here are some additional things you may want to review with your child:

- Carry the device in its case (if received) or backpack at ALL TIMES.
- Carefully transport your device to school each day. Avoid placing weight on the device. Never expose a device to long-term temperature extremes or direct sunlight. An automobile is not a good place to store a device.
- The device must remain free of stickers, writing, painting, or any other forms of personalization.
- Do not eat or drink near your device.
- Be aware your device comes with ports for charging and other accessories. Care must be exercised when plugging and unplugging accessories.
- Do not lend your device to another person.
- Never leave a device unattended. When not in your personal possession, the device should be in a secure, locked environment.
- The device can be cleaned with a soft, slightly water-dampened, lint-free cloth. Avoid getting moisture in the openings. Do not use window cleaners, household cleaners, aerosol sprays, solvents, alcohol, ammonia, or abrasives to clean the device.

No Insurance Coverage No Premium	Single Coverage Insurance \$25 Premium* per student, per year
Family is responsible for the full cost of repair and/or replacement of damage or loss.	<b>Deductibles:</b> 1st Incident: Covered with insurance premium* 2nd Incident: Cost of the repair up to \$100. Any additional Incidents: Family is responsible for full cost of the repair or replacement*
	Covered The following items are covered under the policy: - Accidental damage(accidental drop, spill, etc) - Theft (must be reported to the police with an official police report) - Fire, flood, or natural disaster

<ul> <li>Intentional damage (thrown, purposeful spill,vandalized, stickers)</li> <li>Charging cords (physical damage)</li> <li>Carrying case/sleeve</li> </ul>
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\* Families receiving educational benefits such as free or reduced lunch are eligible for insurance at no cost. They will fall under the Single Coverage Insurance Premium plan.

#### Claims

To file a claim the damaged device must be presented (or police/fire report if theft occurred) to the media center at your school. A police report can be issued by contacting the local law enforcement center or school resource officer. The parent/guardian and student will be required to complete a claim form and pay the deductible. Every effort will be made to immediately replace the device with an equivalent model of the damaged or stolen device.



Yes, I choose to take out the insurance plan available through the school district. I have paid the \$25 and agree to cover any deductibles should the device become accidentally damaged, damaged by natural disaster, fire, flood, or stolen.



I choose NOT to take out the insurance plan available through the school district. I agree to **pay full cost** of repair or replacement (up to \$250) should the device become damaged, lost, or stolen.

I participate in the Free and Reduced Lunch Program and I choose to take out the insurance plan available through the school district at no cost and agree to cover any deductibles should the device become accidentally damaged, damaged by natural disaster, fire flood, or stolen.

#### By signing this document, I understand and will abide by the Technology Device & Insurance Agreement

Student Name:	School:			
Address:	_ City		State	
Signature:		Date:		
Parent/Guardian Name (Please Print):				
Signature:		Date:		

#### RETURN THIS PAGE ONLY TO THE OFFICE.

*Adopted: May 13, 1997 Revised: November 25, 2019* 

# 524 ELECTRONIC TECHNOLOGIES ACCEPTABLE USE POLICY

#### I. PURPOSE

The purpose of this policy is to set forth procedures and guidelines for access to the School District computer system and acceptable and safe use of the Internet, including electronic communications and the District's Electronic Technologies. District Electronic Technologies include but are not limited to computers and peripherals, printers, phones and the applications they support and/or access.

#### II. GENERAL STATEMENT OF POLICY

In making decisions regarding all users' access to the School District Electronic Technologies and the Internet, including electronic communications, the School District considers its own stated strategic plan, educational mission, goals, and objectives. The goal in providing these resources is to facilitate resource sharing, innovation and communication and to support the mission of the District in ensuring our students develop a love of learning and core life skills, excel academically, and are inspired to realize their dreams through high expectations for all. The School District expects that faculty will blend thoughtful use of the School District Electronic Technologies 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 and employees with access to the School District Electronic Technologies, which includes Internet access. It is not the purpose of the system to provide students and employees with unlimited access to the Internet or to create a limited public forum for the discussion of issues. Access to the School District system is limited to educational purposes, which includes use of the system for classroom activities, educational research, and professional or career development activities and for school administration. Users are expected to use Internet access through the District

system to further educational and professional goals consistent with the mission 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.

#### 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. Acceptable use of the School District's computer system is the responsibility of the user. District information on the district network system is the property of the District and unauthorized accessing and altering of this data is prohibited. The School District has a right to monitor its computer system and enforce this policy. 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, including suspension, expulsion, exclusion or termination of employment; or civil or criminal liability under other applicable laws.

#### V. UNACCEPTABLE USES

- A. Users are responsible for anything set on the network with their name and IP address on it. Users shall not engage in any activity that disrupts or hinders the performance of the District's Electronic Technologies. Specifically, the following uses of the District's Electronic Technologies and Internet resources or accounts are considered to be 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 education setting or disruptive to the educational process;

information or materials that could cause damage or danger of disruption to the educational process;

- d. materials that use language or images that advocate illegal or dangerous acts or that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
- 2. Personal photos, files or music not related to educational purposes shall not be viewed or accessed for any period of time during work hours and during classroom hours.
- 3. 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 the creation of impersonating or fake accounts, prejudicial or discriminatory attacks.
- 4. Users will not use the School District system to engage in any illegal act or violate any local, state or federal statute, regulation or law.
- 5. 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.
- 6. 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.
- 7. Users will not use the District's Electronic Technologies to post, transmit or distribute private information about themselves or another person. This prohibition shall not prevent private information from being posted in the ordinary course of business by school personnel per District policy. Private information includes personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, 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. The paragraph above does not prohibit the posting of employee contact information on School District web pages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents/guardians or other staff members related to students).
- Employees creating or posting school-related web pages 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 the building administrator. 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.

8. 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 without the permission of appropriate school authorities.

- 9. 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.
- 10. Users will not use the School District system for conducting business, for unauthorized commercial purposes, for promotion of political views or social agendas, including political campaigning, 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.
- 11. 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.
- B. Users engaging in the foregoing unacceptable uses of the internet when off School District premises and/or without the use of the District system also may be in violation of this policy as well as other School District policies. Examples ofsuch 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. If the School District receives a report of an unacceptable use originating from a non-school computer or resource, the School District may investigate such reports to the best of its ability. Students or employees 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 Electronic Technologies and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.
  - C. 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 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 or designee.

#### VI. FILTER

The Owatonna Public Schools, as the recipient of certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers is subject to the federal Children's Internet Protection Act, effective in 2001. This law requires OPS to adopt an Internet safety policy which contains the provisions set forth herein. Also, the Act requires the District to provide reasonable notice and hold at least one public hearing or meeting to address the proposed Internet safety policy prior to its implementation.

- A. With respect to any of its computers with Internet access, the School District will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:
  - 1. Obscene in nature;
  - 2. Contain child pornography;
  - 3. Violent; or
  - 4. Harmful to minors.
- B. 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.

- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
- D. An administrator, supervisor or other person authorized by the Superintendent or designee may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
- E. 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 Electronic Technologies and use of the Internet shall be consistent with District policies and the mission of the School District.

#### VIII. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the School District system, the 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 District system. 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.
- B. 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.
- C. 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.
- D. 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 Minnesota Statutes, Chapter 13 (the Minnesota Government Data Practices Act).

E. 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. SOCIAL MEDIA

The district recognizes the importance of using social media as a communication and learning tool. Use of social media tools will comply with the District Social Media Guidelines located at <u>https://www.isd761.org/our-district/school-board/policies</u>.

#### X. INTERNET USE AGREEMENT

- A. The proper use of Electronic Technologies and Internet, and the educational value to be gained from proper use of Electronic Technologies and the Internet, is the joint responsibility of students, parents/guardians and employees of the School District. Technology tools, including appropriate use of Electronic Technologies and Internet are expected components of the Owatonna learning experience. 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.
- B. The Electronic Technologies Policy will be referenced in the Student Handbook, Employee Handbook(s) and will be posted on the District website. These regulations are reviewed on a regular basis. It is the Parent/Guardian and employee's responsibility to be knowledgeable of the published Policy. An Agreement form for students must be read and signed by the user and the parent/guardian. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office.
- C. All users shall be responsible for the protection and security of their passwords. Users shall have the ability to change passwords and maintain the confidentiality of logon codes.

#### 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 diskettes, tapes, hard drives or servers, 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

- A. All users shall be notified of the School District policies relating to Electronic Technologies Acceptable use.
- B. This notification shall include the following:
  - 1. Notification that Electronic Technologies Acceptable Use is subject to compliance with School District policies.
  - 2. Disclaimers limiting the School District's liability relative to:
    - a. Information stored on diskettes, hard drives or servers, CD, DVD, jump drives, memory sticks, or any other storage device.
    - b. Information retrieved through School District computers, 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 Electronic Technologies Acceptable Use

policy.

- 5. Notification that goods and services purchased over the Internet 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. Notification that student email addresses may be provided to District-approved third-party organizations for access to educational tools and content.

### XII. PARENTS/GUARDIANS' 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 Electronic Technologies Acceptable Internet Use Agreement must be signed by the user and the parent/guardian prior to use by the student.
- 5. A statement that the School District's Electronic Technologies Acceptable Use policy is available for parental/guardian review.

#### XIII. 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 may 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)
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. § 121A.031 (School Student Bullying Policy)

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. Amer. Library Assoc.*, 539 U.S. 194, 123 S. Ct. 2297, 56 L. Ed. 2d 221 (2003)

Doninger 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 WL 3870868 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), aff'd on other grounds 816
N.W.2d 509 (Minn. 2012) S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Kowalski v. Berkeley County Sch., 652 F.3d 565 (4th Cir. 2011)

Layshock v. Hermitage Sch. Dist., 412 F.Supp. 2d 502 (W.D. Pa.2006)

Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)

M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

**Cross References** Policy 403 (Discipline, Suspension, and Dismissal of School District **Employees**) Policy 406 (Public and Private Personnel Data) Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees) Policy 506 (Student Discipline) Policy 514 (Bullying Prohibition Policy) Policy 515 (Protection and Privacy of Pupil Records) Policy 519 (Interviews of Students by Outside Agencies) Policy 521 (Student Disability Nondiscrimination) Policy 522 (Student Sex Nondiscrimination) Policy 603 (Curriculum Development) Policy 604 (Instructional Curriculum) Policy 806 (Crisis Management Policy) Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

# APPENDIX

#### DEPARTMENT OF EDUCATION

This information will help parents/guardians make informed decisions that benefit their children, schools, and communities.

#### Why statewide testing?

Minnesota values its educational system and the professionalism of its educators. Minnesota educators created the academic standards which are rigorous and prepare our students for career and college.

The statewide assessments are how we as a state measure that curriculum and daily instruction in our schools are being aligned to the academics standards, ensuring all students are being provided an equitable education. Statewide assessment results are just one tool to monitor that we are providing our students with the education that will ensure a strong workforce and knowledgeable citizens.

#### Why does participation matter?

A statewide assessment is just one measure of your student's achievement, but your student's participation is important to understand how effectively the education at your student's school is aligned to the academic standards.

- In Minnesota's implementation of the federal Every Student Succeeds Act, a student not participating in the statewide assessments will not receive an individual score and for the purpose of school and district accountability calculations, including opportunities for support and recognition, will not be considered "proficient."
- Students who receive a college-ready score on the high school MCA are not required to take a remedial, noncredit course at a Minnesota State college or university in the corresponding subject area, potentially saving the student time and money.
- Educators and policy makers use information from assessments to make decisions about resources and support provided.
- Parents and the general public use assessment information to compare schools and make decisions about where to purchase a home or to enroll their children.
- School performance results that are publicly released and used by families and communities, are negatively impacted if students do not participate in assessments.
- English learners not taking ACCESS or Alternate ACCESS for ELLs will not receive a score to meet English learner program exiting criteria.

#### **Academic Standards and Assessments**

#### What are academic standards?

The <u>Minnesota K–12 Academic Standards</u> are the statewide expectations for student academic achievement. They identify the knowledge and skills that all students must achieve in a content area and are organized by grade level. School districts determine how students will meet the standards by developing courses and curriculum aligned to the academic standards.

#### What is the relationship between academic statewide assessments and the academic standards?

The statewide assessments in mathematics, reading, and science are used to measure whether students, and their school and district, are meeting the academic standards. Statewide assessments are one measure of how well students are doing on the content that is part of their daily instruction. It is also a measure of how well schools and districts are doing in aligning their curriculum and teaching the standards.

<ul> <li>Minnesota Comprehensive Assessments (MCA) and Minnesota Test of Academic Skills (MTAS)</li> <li>Based on the Minnesota Academic Standards; given annually in grades 3–8 and high school in reading and mathematics; given annually in grades 5, 8, and high school for science.</li> <li>Majority of students take the MCA.</li> <li>MTAS is an option for students with the most significant cognitive disabilities.</li> </ul>	<ul> <li>ACCESS and Alternate ACCESS for English Learners</li> <li>Based on the WIDA English Language Development Standards.</li> <li>Given annually to English learners in grades K–12 in reading, writing, listening, and speaking.</li> <li>Majority of English learners take ACCESS for ELLs.</li> <li>Alternate ACCESS for ELLs is an option for English learners with the most significant cognitive disabilities.</li> </ul>
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#### Why are these assessments effective?

Minnesota believes that in order to effectively measure what students are learning, testing needs to be more than answering multiple choice questions.

- To answer questions, students may need to type in answers, drag and drop images and words, or manipulate a graph or information.
- The Reading and Mathematics MCA are adaptive, which means the answers a student provides determine the next questions the student will answer.
- The Science MCA incorporates simulations, which require students to perform experiments in order to answer questions.

All of these provide students the opportunity to apply critical thinking needed for success in college and careers and show what they know and can do.

#### Are there limits on local testing?

As stated in Minnesota Statutes, section 120B.301, for students in grades 1–6, the cumulative total amount of time spent taking locally adopted districtwide or schoolwide assessments must not exceed 10 hours per school year. For students in grades 7–12, the cumulative total amount of time spent taking locally adopted districtwide or schoolwide assessments must not exceed 11 hours per school year. These limits do not include statewide testing.

In an effort to encourage transparency, the statute also requires a district or charter school, before the first day of each school year, to publish on its website a comprehensive calendar of standardized tests to be administered in the district or charter school during that school year. The calendar must provide the rationale for administering each assessment and indicate whether the assessment is a local option or required by state or federal law.

#### What if I choose not to have my student participate?

Parents/guardians have a right to not have their student participate in state-required standardized assessments. Minnesota Statutes require the department to provide information about statewide assessments to parents/ guardians and include a form to complete if they refuse to have their student participate. This form follows on the next page and includes an area to note the reason for the refusal to participate. Your student's district may require additional information.

A school or district may have additional consequences beyond those mentioned in this document for a student not participating in the state-required standardized assessments. There may also be consequences for not participating in assessments selected and administered at the local level.

Please contact your school for more information regarding local decisions.

#### When do students take the assessments?

Each school sets their testing schedule within the state testing window. Contact your student's school for information on specific testing days.

- The MCA and MTAS testing window begins in March and ends in May.
- The ACCESS and Alternate ACCESS for ELLs testing window begins at the end of January and ends in March.

#### When do I receive my student's results?

Each summer, individual student reports are sent to school districts and are provided to families no later than fall conferences. The reports can be used to see your child's progress and help guide future instruction.

#### How much time is spent on testing?

Statewide assessments are taken one time each year; the majority of students test online. On average, the amount of time spent taking statewide assessments is **less than 1 percent of instructional time** in a school year. The assessments are not timed and students can continue working as long as they need.

# Why does it seem like my student is taking more tests?

The statewide required tests are limited to those outlined in this document. Many districts make local decisions to administer additional tests that the state does not require. Contact your district for more information.

#### Where do I get more information?

Students and families can find out more on our <u>Statewide Testing page</u> (education.mn.gov > Students and Families > Programs and Initiatives> Statewide Testing).



Minnesota Statutes, section 120B.31, subdivision 4a, requires the commissioner to create and publish a form for parents and guardians to complete if they refuse to have their student participate in state-required standardized assessments. Your student's district may require additional information. School districts must post this three-page form on the district website and include it in district student handbooks.

#### Parent/Guardian Refusal for Student Participation in Statewide Assessments

#### To opt out of statewide assessments, the parent/guardian must complete this form and return it to the student's school.

To best support school district planning, please submit this form to the student's school no later than January 15 of the academic school year. For students who enroll after a statewide testing window begins, please submit the form within two weeks of enrollment. A new refusal form is required **each year** parents/guardians wish to opt the student out of statewide assessments.

Date	(This form is <b>only</b> applicable for the 2021 to 2022 school year.)		
Student's Legal First	-		
Name	Student's Legal Middle Initial		
Student's Legal Last Name	Student's Date of Birth		
Student's District/School	Grade		

#### Please initial to indicate you have received and reviewed information about statewide testing.

\_\_\_\_\_I received information on statewide assessments and choose to opt my student out. MDE provides the *Parent/Guardian Guide and Refusal for Student Participation in Statewide Testing* on the <u>MDE website</u> (education.mn.gov > Students and Families > Programs and Initiatives > Statewide Testing).

Reason for refusal:

Please indicate the statewide assessment(s) you are opting the student out of this school year:

\_\_\_\_\_MCA/MTAS Reading \_\_\_\_\_MCA/MTAS Science

\_\_\_\_\_MCA/MTAS Mathematics \_\_\_\_\_ACCESS/Alternate ACCESS for

ELLs Contact your school or district for the form to opt out of local assessments.

I understand that by signing this form, my school and I may lose valuable information about how well my student is progressing academically. As a result, my student will not receive an individual score. Refusing to participate in statewide assessments may impact the school, district, and state's efforts to equitably distribute resources and support student learning; for the purpose of school and district accountability calculations, my student will not be considered "proficient."

If my student is in high school, I understand that by signing this form my student will not have an MCA score that could potentially save time and money by not having to take remedial, non-credit courses at a Minnesota State college or university.

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

To be completed by school or district staff only. Student ID or MARSS Number \_\_\_\_

Appendix A: Parent/Guardian Guide and Refusal for Student Participation in Statewide Testing



# Technology Device & Insurance Agreement

The Owatonna Public School District 761 (DISTRICT) enters into this agreement for the purpose of providing a device on loan to students.

#### **Description of Loaned Property:**

The DISTRICT will provide to the student, according to the terms and conditions specified in this Agreement, the following device, equipment and accessories: One (1) Laptop/Chromebook/Tablet & One (1) Power cord. A Laptop/Chromebook/Tablet carrying case will be provided for all students grades 6-8 and optional for grades 9-12.

Throughout this Agreement, use of the term "device" is understood to include all of the items listed under "loaned property".

#### **Terms of Agreement**

This Agreement will begin in August/September and will end in June or withdrawal of the student from the Owatonna Public Schools, or upon termination of this Agreement.

#### The DISTRICT agrees to:

- 1. Provide a device in good working order upon delivery.
- 2. Provide training opportunities for the student to learn how to use the device for their learning activities at school.
- 3. Diagnose technical issues and perform repairs. It is understood that device breakdown and repairs may result in the loss of access to the device. Because the data is stored in the cloud, students will have access to their folders and content when they log in to any device. In the event of loss or damage to the device, the DISTRICT will, at its sole discretion, determine the cost and family's obligation associated with any damage to the computer. Also the DISTRICT will determine if the damage is due to negligence which will void this contract.

#### The FAMILY and STUDENT agree to:

- 1. Keep the device free of stickers and writing.
- 2. Use the device in a careful and proper manner, and be liable for loss or damage of the device.
- Assume responsibility for supervising the student's use of the device at home, following the guidelines of the District's
   <u>Electronic Technologies Acceptable Use Policy</u>. The FAMILY further agrees to comply with and conform to all national,
   state, municipal and other laws, ordinances and regulations relating to the possession, use, or maintenance of the
   device.
- 4. Return the device, power cord and case (if received) to the school at the end of the school year or if the student leaves the district.
- 5. Contact their school's media center when problems arise with the device. The student or family will NOT attempt to perform repairs.
- 6. Keep the device in the carrying case (if received) or backpack when not in use.
- 7. Bring the device to school each day, fully charged.
- 8. The terms of the insurance plan or take full responsibility for the repair/replacement of the device if damaged, lost or stolen.

**The FAMILY understands that any violation of the above conditions will result in the removal of the device from the student.** The device is, and at all times shall remain, the sole and exclusive property of the DISTRICT, and the FAMILY shall have no right, title, or interest therein, except as set forth in this Agreement.

The FAMILY shall indemnify and hold harmless the DISTRICT and its agents against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and costs arising out of, connected with or resulting from the device, use of the device, or this Agreement, including, without limitation, the manufacture, delivery, possession, use, operation, or return of the device.

#### **Device Insurance Plan Information**

Owatonna Public Schools recognizes that with 1:1 student technology devices, there is a need to protect the investment by both the District and the Family. Therefore, an insurance plan is available to each family. The cost for this insurance is \$25 per device, per student, per school year and will be due prior to the receipt of your child's device. *Families receiving educational benefits such as free or reduced are eligible for insurance at no cost.* 

All families are encouraged to participate in the insurance option, but are not required to do so. Families who do not choose to purchase insurance are responsible for the full cost of repair and/or replacement of a damaged or lost device.

The insurance will provide coverage for accidental damage (drops/spills), cracked screens, theft, vandalism, fire, flood, natural disasters, and power surges due to lightning. The payment is nonrefundable. This annual coverage begins upon receipt of the payment and ends at the conclusion of each school year. The insurance plan does not cover lost, stolen or damaged charging cords or cases.

All insurance claims must be reported to the office of your child's media center. In cases of theft or other criminal acts, a police report, or fire report in the case of fire, MUST be filed by the parent/guardian and student for the protection coverage to be utilized. A copy of the police/fire report must be provided to the media center of your child's school.

Families who opt out of the insurance option will be held responsible for ALL damage to their devices including, but not limited to: broken screens, cracked casing or plastic pieces, inoperability, etc. Lost items such as devices, cases, and charging cords will be charged the actual replacement cost. Whether you opt in or out of insurance, NEVER attempt to gain access to the internal electronics or repair your device. If your device fails to work or is damaged, report the problem to the media center at your school as soon as possible. Device repair/replacement options will be determined by the school technology staff.

INTENTIONAL DAMAGE: Students/parents are responsible for full payment of intentional damages to devices. School District insurance DOES NOT cover intentional damage of the device.

Here are some additional things you may want to review with your child:

- Carry the device in its case (if received) or backpack at ALL TIMES.
- Carefully transport your device to school each day. Avoid placing weight on the device. Never expose a device to long-term temperature extremes or direct sunlight. An automobile is not a good place to store a device.
- The device must remain free of stickers, writing, painting, or any other forms of personalization.
- Do not eat or drink near your device.
- Be aware your device comes with ports for charging and other accessories. Care must be exercised when plugging and unplugging accessories.
- Do not lend your device to another person.
- Never leave a device unattended. When not in your personal possession, the device should be in a secure, locked environment.
- The device can be cleaned with a soft, slightly water-dampened, lint-free cloth. Avoid getting moisture in the openings. Do not use window cleaners, household cleaners, aerosol sprays, solvents, alcohol, ammonia, or abrasives to clean the device.

No Insurance Coverage No Premium	Single Coverage Insurance \$25 Premium* per student, per year
Family is responsible for the full cost of repair and/or replacement of damage or loss.	<b>Deductibles:</b> 1st Incident: Covered with insurance premium* 2nd Incident: Cost of the repair up to \$100. Any additional Incidents: Family is responsible for full cost of the repair or replacement*
	Covered The following items are covered under the policy: - Accidental damage(accidental drop, spill, etc) - Theft (must be reported to the police with an official police report) - Fire, flood, or natural disaster

Not Covered         The following items are NOT covered under the policy:         - Loss         - Intentional damage (thrown, purposeful spill,vandalized, stickers)         - Charging cords (physical damage)         - Carrying case/sleeve
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\* Families receiving educational benefits such as free or reduced lunch are eligible for insurance at no cost. They will fall under the Single Coverage Insurance Premium plan.

#### Claims

To file a claim the damaged device must be presented (or police/fire report if theft occurred) to the media center at your school. A police report can be issued by contacting the local law enforcement center or school resource officer. The parent/guardian and student will be required to complete a claim form and pay the deductible. Every effort will be made to immediately replace the device with an equivalent model of the damaged or stolen device.



Yes, I choose to take out the insurance plan available through the school district. I have paid the \$25 and agree to cover any deductibles should the device become accidentally damaged, damaged by natural disaster, fire, flood, or stolen.



I choose NOT to take out the insurance plan available through the school district. I agree to **pay full cost** of repair or replacement (up to \$250) should the device become damaged, lost, or stolen.



I participate in the Free and Reduced Lunch Program and I choose to take out the insurance plan available through the school district at no cost and agree to cover any deductibles should the device become accidentally damaged, damaged by natural disaster, fire flood, or stolen.

#### By signing this document, I understand and will abide by the Technology Device & Insurance Agreement

Student Name:	Sc	chool:	
Address:	_ City		State
Signature:		Date:	
Parent/Guardian Name (Please Print):			
Signature:		Date:	

#### RETURN THIS PAGE ONLY TO THE OFFICE.

*Adopted: May 13, 1997 Revised: November 25, 2019* 

# 524 ELECTRONIC TECHNOLOGIES ACCEPTABLE USE POLICY

#### I. PURPOSE

The purpose of this policy is to set forth procedures and guidelines for access to the School District computer system and acceptable and safe use of the Internet, including electronic communications and the District's Electronic Technologies. District Electronic Technologies include but are not limited to computers and peripherals, printers, phones and the applications they support and/or access.

#### II. GENERAL STATEMENT OF POLICY

In making decisions regarding all users' access to the School District Electronic Technologies and the Internet, including electronic communications, the School District considers its own stated strategic plan, educational mission, goals, and objectives. The goal in providing these resources is to facilitate resource sharing, innovation and communication and to support the mission of the District in ensuring our students develop a love of learning and core life skills, excel academically, and are inspired to realize their dreams through high expectations for all. The School District expects that faculty will blend thoughtful use of the School District Electronic Technologies 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 and employees with access to the School District Electronic Technologies, which includes Internet access. It is not the purpose of the system to provide students and employees with unlimited access to the Internet or to create a limited public forum for the discussion of issues. Access to the School District system is limited to educational purposes, which includes use of the system for classroom activities, educational research, and professional or career development activities and for school administration. Users are expected to use Internet access through the District

system to further educational and professional goals consistent with the mission 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.

#### 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. Acceptable use of the School District's computer system is the responsibility of the user. District information on the district network system is the property of the District and unauthorized accessing and altering of this data is prohibited. The School District has a right to monitor its computer system and enforce this policy. 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, including suspension, expulsion, exclusion or termination of employment; or civil or criminal liability under other applicable laws.

#### V. UNACCEPTABLE USES

- A. Users are responsible for anything set on the network with their name and IP address on it. Users shall not engage in any activity that disrupts or hinders the performance of the District's Electronic Technologies. Specifically, the following uses of the District's Electronic Technologies and Internet resources or accounts are considered to be 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 education setting or disruptive to the educational process;

information or materials that could cause damage or danger of disruption to the educational process;

- d. materials that use language or images that advocate illegal or dangerous acts or that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
- 2. Personal photos, files or music not related to educational purposes shall not be viewed or accessed for any period of time during work hours and during classroom hours.
- 3. 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 the creation of impersonating or fake accounts, prejudicial or discriminatory attacks.
- 4. Users will not use the School District system to engage in any illegal act or violate any local, state or federal statute, regulation or law.
- 5. 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.
- 6. 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.
- 7. Users will not use the District's Electronic Technologies to post, transmit or distribute private information about themselves or another person. This prohibition shall not prevent private information from being posted in the ordinary course of business by school personnel per District policy. Private information includes personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, 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. The paragraph above does not prohibit the posting of employee contact information on School District web pages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents/guardians or other staff members related to students).
- Employees creating or posting school-related web pages 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 the building administrator. 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.

8. 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 without the permission of appropriate school authorities.

- 9. 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.
- 10. Users will not use the School District system for conducting business, for unauthorized commercial purposes, for promotion of political views or social agendas, including political campaigning, 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.
- 11. 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.
- B. Users engaging in the foregoing unacceptable uses of the internet when off School District premises and/or without the use of the District system also may be in violation of this policy as well as other School District policies. Examples ofsuch 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. If the School District receives a report of an unacceptable use originating from a non-school computer or resource, the School District may investigate such reports to the best of its ability. Students or employees 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 Electronic Technologies and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.
  - C. 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 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 or designee.

#### VI. FILTER

The Owatonna Public Schools, as the recipient of certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers is subject to the federal Children's Internet Protection Act, effective in 2001. This law requires OPS to adopt an Internet safety policy which contains the provisions set forth herein. Also, the Act requires the District to provide reasonable notice and hold at least one public hearing or meeting to address the proposed Internet safety policy prior to its implementation.

- A. With respect to any of its computers with Internet access, the School District will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:
  - 1. Obscene in nature;
  - 2. Contain child pornography;
  - 3. Violent; or
  - 4. Harmful to minors.
- B. 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.

- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
- D. An administrator, supervisor or other person authorized by the Superintendent or designee may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
- E. 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 Electronic Technologies and use of the Internet shall be consistent with District policies and the mission of the School District.

#### VIII. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the School District system, the 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 District system. 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.
- B. 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.
- C. 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.
- D. 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 Minnesota Statutes, Chapter 13 (the Minnesota Government Data Practices Act).

E. 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. SOCIAL MEDIA

The district recognizes the importance of using social media as a communication and learning tool. Use of social media tools will comply with the District Social Media Guidelines located at <u>https://www.isd761.org/our-district/school-board/policies</u>.

#### X. INTERNET USE AGREEMENT

- A. The proper use of Electronic Technologies and Internet, and the educational value to be gained from proper use of Electronic Technologies and the Internet, is the joint responsibility of students, parents/guardians and employees of the School District. Technology tools, including appropriate use of Electronic Technologies and Internet are expected components of the Owatonna learning experience. 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.
- B. The Electronic Technologies Policy will be referenced in the Student Handbook, Employee Handbook(s) and will be posted on the District website. These regulations are reviewed on a regular basis. It is the Parent/Guardian and employee's responsibility to be knowledgeable of the published Policy. An Agreement form for students must be read and signed by the user and the parent/guardian. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office.
- C. All users shall be responsible for the protection and security of their passwords. Users shall have the ability to change passwords and maintain the confidentiality of logon codes.

#### 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 diskettes, tapes, hard drives or servers, 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

- A. All users shall be notified of the School District policies relating to Electronic Technologies Acceptable use.
- B. This notification shall include the following:
  - 1. Notification that Electronic Technologies Acceptable Use is subject to compliance with School District policies.
  - 2. Disclaimers limiting the School District's liability relative to:
    - a. Information stored on diskettes, hard drives or servers, CD, DVD, jump drives, memory sticks, or any other storage device.
    - b. Information retrieved through School District computers, 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 Electronic Technologies Acceptable Use

policy.

- 5. Notification that goods and services purchased over the Internet 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. Notification that student email addresses may be provided to District-approved third-party organizations for access to educational tools and content.

### XII. PARENTS/GUARDIANS' 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 Electronic Technologies Acceptable Internet Use Agreement must be signed by the user and the parent/guardian prior to use by the student.
- 5. A statement that the School District's Electronic Technologies Acceptable Use policy is available for parental/guardian review.

#### XIII. 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 may 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)
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. § 121A.031 (School Student Bullying Policy)
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. Amer. Library Assoc., 539 U.S. 194, 123 S. Ct. 2297, 56 L. Ed. 2d 221 (2003)

Doninger 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 WL 3870868 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), aff'd on other grounds 816
N.W.2d 509 (Minn. 2012) S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Kowalski v. Berkeley County Sch., 652 F.3d 565 (4th Cir. 2011)

Layshock v. Hermitage Sch. Dist., 412 F.Supp. 2d 502 (W.D. Pa.2006)

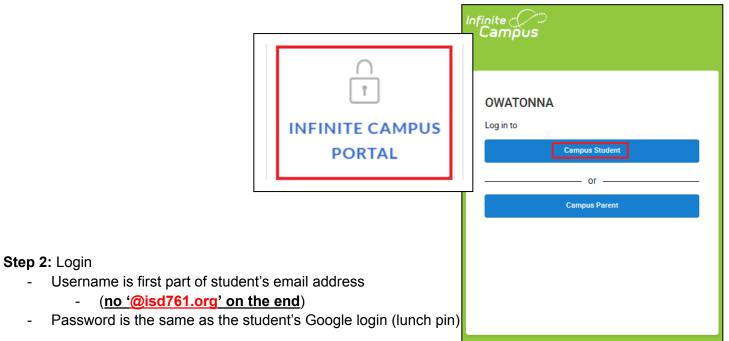
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)

M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

**Cross References** Policy 403 (Discipline, Suspension, and Dismissal of School District **Employees**) Policy 406 (Public and Private Personnel Data) Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees) Policy 506 (Student Discipline) Policy 514 (Bullying Prohibition Policy) Policy 515 (Protection and Privacy of Pupil Records) Policy 519 (Interviews of Students by Outside Agencies) Policy 521 (Student Disability Nondiscrimination) Policy 522 (Student Sex Nondiscrimination) Policy 603 (Curriculum Development) Policy 604 (Instructional Curriculum) Policy 806 (Crisis Management Policy) Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

## Check-In via Campus Student





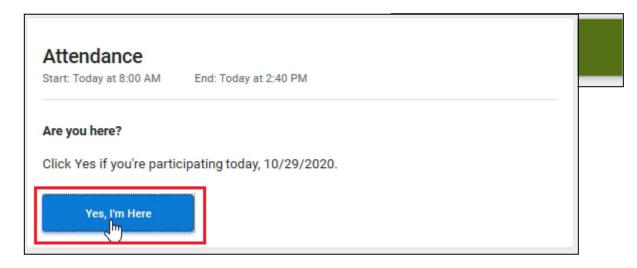
OWATONNA	Announcements	Campus Stu
Student Username egrade Pessword  ••••• Log In  Forgot Password? Forgot Username? Help Log in to Campus Parent	Image: Note: N	campus Ca
	You will be asked for the District name, which is <b>Owetonne</b> Access the Help Center here.	

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Тодау	Today Thursday, October 29, 2020
Calendar	
Assignments	Edith Grade Student Number
Grades	1111968 20-21 Owatonna Middle School (
Grade Book Updates	Grade 08
Attendance	Check-Ins
Schedule	
Fees	Attendance > End: Today at 2:40 PM

Step 4: Select the 'Yes, I'm here' button, and your check-in has been saved!



Step 3: On the Today screen, select Check-Ins