

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to NWSISD's and its member school districts' computer systems when used as part of a NWSISD program or activity, and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding NWSISD student and employee access to NWSISD's and its member school districts' computer systems and the Internet, including electronic communications, NWSISD considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to NWSISD's and its member school districts' computer systems and to the Internet enables NWSISD students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. NWSISD expects employees to blend thoughtful use of the computer system and the Internet with NWSISD programs and activities as appropriate, and will provide guidance and instruction to students in their use. NWSISD will comply with the Internet Use Policies of its member school districts when using a member school district's computer system.

III. LIMITED EDUCATIONAL PURPOSE

NWSISD will provide NWSISD students and employees, as appropriate, with access to its or its member school districts' computer systems, as appropriate, which includes Internet access. The purpose of the system is more specific than providing NWSISD students and employees with general access to the Internet. The system has a limited educational purpose, which includes use of the system for educational and enrichment activities or programs, educational research, and professional or career development activities. Users are expected to use Internet access through the system to further educational and personal goals consistent with the mission of NWSISD and its 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 NWSISD's or its member school districts' systems and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the system(s) 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 policies, including suspension, expulsion, exclusion or termination of employment; or civil or criminal liability under other applicable laws. In addition to any consequences imposed by NWSISD, violations of this policy by students shall be reported to the student's home school district for disciplinary action as appropriate.

V. UNACCEPTABLE USES

- A. While not an exhaustive list, the following uses of NWSISD's or its member school districts' systems and Internet resources or accounts are considered unacceptable:
1. Users will not use NWSISD's or its member school districts' systems to access, review, upload, download, store, print, post, receive, transmit or distribute:
 - a. pornographic, obscene or sexually explicit material or other visual depictions that are harmful to minors;

- b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
- 2. Users will not use the system to knowingly or recklessly post, transmit or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
 - 3. Users will not use the system to engage in any illegal act or violate any local, state or federal statute or law.
 - 4. Users will not use the 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 system software, hardware or wiring or take any action to violate NWSISD's or its member school districts' security systems, and will not use the system in such a way as to disrupt the use of the system by other users.
 - 5. Users will not use NWSISD's or its member school districts' system to gain unauthorized access to information resources or to access another person's materials, information or files without the implied or direct permission of that person.
 - 6. Users will not use NWSISD's or its member school districts' system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.
 - a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).
 - b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
 - (1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or
 - (2) such information is not classified by the school district as directory information but written consent for release of the information to be

posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

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

- c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as “Facebook,” “Twitter,” “Instagram,” “Snapchat,” “Reddit,” and similar websites or applications.
 7. Users must keep all account information and passwords on file with the designated NWSISD or member school district official. Users will not attempt to gain unauthorized access to the system or any other system through NWSISD or its member school districts' systems, 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 system may not be encrypted without the permission of appropriate NWSISD authorities.
 8. Users will not use the 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 NWSISD or NWSISD member school district computer, and will not plagiarize works they find on the Internet.
 9. Users will not use the system for conducting business, for unauthorized commercial purposes or for financial gain unrelated to the mission of NWSISD. Users will not use the system to offer or provide goods or services or for product advertisement. Users will not use the system to purchase goods or services for personal use without authorization from the appropriate NWSISD official.
 10. Users will not use the system to engage in bullying or cyberbullying in violation of NWSISD Policy 514. This prohibition includes using any technology or other electronic communication off school premises to the extent that the student learning or the school environment is substantially and materially disrupted.
- B. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate NWSISD employee. In the case of NWSISD employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the Executive Director. 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 staff or, in the case of a NWSISD employee, or the Executive Director.

VI. FILTER

- A. With respect to any of its computers with Internet access, NWSISD will monitor the online activities of minors 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;
 2. Child pornography; or
 3. 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. The Executive Director may authorize the disablement of the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes. Prior to the disablement, employees will provide, in writing, the reason the protection technology needs to be disabled, the research or work they will be doing, and why they cannot complete the work with the technology protection in place. A date for restoring the technology protection shall be included in the written request.

VII. CONSISTENCY WITH OTHER NWSISD POLICIES

Use of NWSISD's or its member school districts' computer system and use of the Internet shall be consistent with NWSISD's and its member school districts' policies and mission.

VIII. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of its system, NWSISD and its member school districts do not relinquish control over materials on their systems or contained in files on the systems. Users should expect only limited privacy in the contents of personal files on the systems.
- B. Routine maintenance and monitoring of NWSISD's or its member school districts' systems may lead to a discovery that a user has violated this or another NWSISD policy a member school district's policy, or the law.
- C. An individual investigation or search will be conducted if NWSISD or its member school districts' authorities have a reasonable suspicion that the search will uncover a violation of law or policy.
- D. Parents may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with the school district's Protection and Privacy of Pupil Records Policy. Parents have the right to request the termination of their child's individual account at any time.
- E. NWSISD employees should be aware that NWSISD retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, employees should be aware that data and other materials in files maintained on NWSISD's system might be subject to review, disclosure or discovery under Minnesota Statutes, Chapter 13 (the Minnesota Government Data Practices Act).
- F. NWSISD 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 its policies conducted through NWSISD's system.
- G. Violations of this policy by students will be reported to the appropriate staff at the student's home school district. The student's home school district may impose disciplinary action towards the student, consistent with their policies, depending upon the violation.

IX. INTERNET USE AGREEMENT

- A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents and NWSISD employees.

- B. This policy requires the permission of and supervision by NWSISD's designated employee before a student may use a NWSISD account or resource to access the Internet.
- C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising NWSISD employee. The form must then be filed at the NWSISD administrative office. As NWSISD employees change, the agreement signed by a new employee shall be attached to the original agreement.
- D. The Internet Use Agreement form for staff must be signed by the employee. The signed form will be kept in the employee's member's file at the NWSISD's administrative office.

X. LIMITATION ON DISTRICT LIABILITY

Use of NWSISD's or its member school districts' systems is at the users own risk. The system is provided on an "as is, as available" basis. NWSISD or its member school districts will not be responsible for any damage users may suffer, including, but not limited to, loss, damage or unavailability of data stored on NWSISD 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. NWSISD or its member school districts are not responsible for the accuracy or quality of any advice or information obtained through or stored on their systems. NWSISD and its member school districts will not be responsible for financial obligations arising through unauthorized use of their systems or the Internet.

XI. USER NOTIFICATION

- A. All users shall be notified of NWSISD's policies relating to Internet use.
- B. This notification shall include the following:
 - 1. Notification that Internet use is subject to compliance with NWSISD's and its member school districts' policies.
 - 2. Disclaimers limiting NWSISD's and its member school districts' liability relative to:
 - a. Information stored on NWSISD diskettes, hard drives or servers.
 - b. Information retrieved through NWSISD's or its member school districts' computers, networks or online resources.
 - c. Personal property used to access NWSISD's or its member school districts' computers, networks or online resources.
 - d. Unauthorized financial obligations resulting from use of NWSISD's or its member school districts' resources/accounts to access the Internet.
 - 3. A description of the privacy rights and limitations of NWSISD sponsored/managed Internet accounts.
 - 4. Notification that, even though NWSISD and its member school districts may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
 - 5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.
 - 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 NWSISD's or its member school districts' acceptable use policy, the user's access privileges may be revoked, disciplinary action may be taken and/or appropriate legal action may be taken.

8. Notification that all provisions of the acceptable use policy are subordinate to local, state and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

- A. Outside of NWSISD programs or activities, parents 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 are responsible for monitoring their student's use of NWSISD's or its member school districts' systems and of the Internet if the student is accessing the systems from home or a remote location.
- B. Parents will be notified that their students will be using NWSISD's or its member school districts' resources/accounts to access the Internet and that NWSISD will provide parents 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 have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
 4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising NWSISD employee prior to use by the student.
 5. A statement that NWSISD's acceptable use policy is available for parental review.

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

- A. "Technology provider" means a person who:
 1. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and
 2. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.
- B. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
- C. Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:
 1. identify each curriculum, testing, or assessment technology provider with access to educational data;
 2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and
 3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.
- D. The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.
- E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:
 1. the technology provider's employees or contractors have access to educational data only if authorized; and
 2. the technology provider's employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee

or contractor.

- F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider's property.

XIV. SCHOOL-ISSUED DEVICES

- A. "School-issued device" means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use. A school-issued device includes a device issued through a one-to-one program.
- B. Except as provided in paragraph C, the school district or a technology provider must not electronically access or monitor:
 - 1. any location-tracking feature of a school-issued device;
 - 2. any audio or visual receiving, transmitting, or recording feature of a school-issued device; or
 - 3. student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.
- C. The school district or a technology provider may only engage in activities prohibited by paragraph B if:
 - 1. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by the school district, a vendor, or the Minnesota Department of Education, and notice is provided in advance;
 - 2. the activity is permitted under a judicial warrant;
 - 3. the school district is notified or becomes aware that the device is missing or stolen;
 - 4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;
 - 5. the activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes section 121A.031; or
 - 6. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.
- D. If the school district or a technology provider interacts with a school-issued device as provided in paragraph C, clause 4, it must, within 72 hours of the access, notify the student to whom the school-issued device was issued or that student's parent and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within 72 hours after that imminent threat has ceased.

XV. LIMIT ON SCREEN TIME FOR CHILDREN IN PRESCHOOL AND KINDERGARTEN

A child in a publicly funded preschool or kindergarten program may not use an individual-use screen, such as a tablet, smartphone, or other digital media, without engagement from a teacher or other students. This section does not apply to a child for whom the school has an individualized family service plan, an individualized education program, or a 504 plan in effect.

XVI. IMPLEMENTATION; POLICY REVIEW

- A. The Executive Director shall be responsible for developing and revising when necessary, 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. NWSISD's Internet policies and procedures are available for review by all parents, guardians, employees and members of the community.
- C. Because of the rapid changes in the development of the Internet, the school board shall annually review this policy.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. § 13.32 (Educational Data)
 Minn. Stat. § 121A.031 (School Student Bullying Policy)
 Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
 15 U.S.C. § 6501 *et seq.* (Children’s Online Privacy Protection Act)
 17 U.S.C. § 101 *et seq.* (Copyrights)
 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
 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)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S., 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969)
United States v. Amer. Library Assoc., 539 U.S. 1942003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (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)
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:

NWSISD Policy 403 (Discipline, Suspension and Dismissal of NWSISD Employees)
 NWSISD Policy 406 (Public and Private Personnel Data)
 NWSISD Policy 505 (Distribution of Non-school-Sponsored Materials on Premises or at NWSISD Program or Activity Sites by Students and Employees)
 NWSISD Policy 506 (Student Discipline)
 NWSISD Policy 514 (Bullying Prohibition Policy)
 NWSISD Policy 515 (Protection and Privacy of Pupil Records)
 NWSISD Policy 519 (Interviews of Students by Outside Agencies)
 NWSISD Policy 521 (Student Disability Nondiscrimination)
 NWSISD Policy 522 (Student Gender Nondiscrimination)
 NWSISD Policy 603 (Curriculum Development)
 NWSISD Policy 606 (Textbooks and Instructional Materials)
 NWSISD Policy 804 (Bomb Threats)
 NWSISD Policy 806 (Crisis Management Policy)
 MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Non-school Persons)

Adopted:

March 19, 2003

Revised:

August 17, 2011

June 19, 2019

January 15, 2020

May 19, 2021

June 15, 2022

May 17, 2023

INTERNET USE AGREEMENT - STUDENT

STUDENT

I have read and do understand NWSISD's policies relating to safety and acceptable use of its and its member school districts' computer systems and the Internet and agree to abide by them. I further understand that should I commit any violation, my access privileges may be revoked, disciplinary action may be taken, and/or appropriate legal action may be taken.

User's Full Name

(please print): _____

Signature

Date

PARENT OR GUARDIAN

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

User's Full Name

(please print): _____

Signature

Date

SUPERVISING NWSISD EMPLOYEES

(Must be signed if applicant is a student)

I have read NWSISD's policies relating to safety and acceptable use of its and its member school districts' computer systems and the Internet and agree to promote these policies with the student. Because the student may use the Internet on NWSISD's and its member school districts' computer systems for individual work or in the context of another NWSISD program or activity, I cannot be held responsible for the student's use of the Internet or network. As the supervising NWSISD employee, I do agree to instruct the student on acceptable use of the Internet and network and proper network etiquette.

Staff Name:

Signature

Date

INTERNET USE AGREEMENT - NWSISD EMPLOYEE

NWSISD EMPLOYEE

I have read and do understand NWSISD's policies relating to safety and acceptable use of its and its member school districts' computer systems and the Internet and agree to abide by them. I further understand that should I commit any violation, my access privileges may be revoked, disciplinary action may be taken, and/or appropriate legal action may be taken.

Employee Name: _____

Signature

Date