

NEW HEIGHTS SCHOOL, INC.

POLICY 524

INTERNET, TECHNOLOGY, AND CELL PHONE ACCEPTABLE USE AND SAFETY POLICY AND FORMS

POLICY MANAGEMENT

Adopted: 5/2009

Reviewed/ Revised: 1/11*; 1/12*; 1/14*; 2/17*; 9/17*; 12/18; 9/19*, 9/20, 9/22, 9/23, 9/24*, 9/25, 9/26**

Mandatory: Yes

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Distribution: Website

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school's computer system and acceptable and safe use of the internet, including electronic communications.

Due to the COVID 19 pandemic and the resulting distribution of school hardware to families for at home use with distance learning, this policy is expanded to include use of school property on any system or network. This includes those networks accessible to the public, as well as private or home based.

II. GENERAL STATEMENT OF POLICY

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

III. LIMITED EDUCATIONAL PURPOSE

The school is providing students and employees with access to the school computer system, which includes internet access. The purpose of the system is more specific than providing students and employees with general access to the internet. The school system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use internet access through the school system to further educational and personal goals consistent with the mission of the school 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 system and access to use of the internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school 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 policies, including suspension, expulsion, exclusion or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

A. While not an exhaustive list, the following uses of the charter school system and internet resources or accounts are considered unacceptable:

1. Users will not use the school system to access, review, upload, download, store, print, post, receive, transmit or distribute:
 - a. pornographic, obscene or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
2. Users will not use the school system to knowingly or recklessly post, transmit or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
3. Users will not use the school system to engage in any illegal act or violate any local, state or federal statute or law.
4. Users will not use the school 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 system software, hardware or wiring or take any action to violate the school's security system, and will not use the school system in such a way as to disrupt the use of the system by other users.
5. Users will not use the school system to gain unauthorized access to information resources or to access another person's materials, information or files without the implied or direct permission of that person.
6. Users will not use the school 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 charter school 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 as directory information, and verification is made that the school 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 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 principal.
- c. These prohibitions specifically prohibit a user from utilizing the charter school system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as “Facebook,” “Twitter,” “Instagram,” “Snapchat,” and “Reddit,” and similar websites or applications.

- 7. Users must keep all account information and passwords on file with the designated school official. Users will not attempt to gain unauthorized access to the school system or any other system through the school 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 system may not be encrypted without the permission of appropriate school authorities.
- 8. Users will not use the school system to violate copyright laws or usage licensing agreements, or otherwise to use another person’s property without the person’s prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the internet.
- 9. Users will not use the school system for conducting business, for unauthorized commercial purposes or for financial gain unrelated to the mission of the school. Users will not use the school system to offer or provide goods or services or for product advertisement. Users will not use the school system to purchase goods or services for personal use without authorization from the appropriate school

official.

10. Users will not use the charter school system to engage in bullying or cyberbullying in violation of the charter school's Bullying Prohibition Policy. 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.
11. Users will not access, download, or use a charter school website, application, software, program, or other service (1) to nudify an image or video; or (2) nudify an image or video on behalf of a user.
 - a. "Identifiable individual" means a person that is identifiable:
 - (1) from the image itself, by the person depicted in the image, or by another person; or
 - (2) from personal information displayed in connection with the image.
 - b. "Intimate part" has the meaning given in Minnesota Statutes, section 609.341, subdivision 5.
 - c. "Nudify" or "nudified" means the process by which:
 - (1) an image or video is altered or generated to depict an intimate part not depicted in an original unaltered image or video of an identifiable individual; and
 - (2) the altered or generated image or video is so realistic that a reasonable person would believe that the intimate part belongs to the identifiable individual.

- B. The charter school has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the internet when off school premises also may be in violation of this policy as well as other school policies. Examples of such violations include, but are not limited to, situations where the school system is compromised or if a school employee or student is negatively impacted. If the school receives a report of an unacceptable use originating from a non-school computer or resource, the school 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 computer system, Chromebooks and the internet and discipline under other appropriate school 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 official. In the case of a school employee, the immediate disclosure shall be to the principal. 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 employee, the principal.

VI. FILTER

- A. With respect to any of its computers or Chromebooks with internet access, the school 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 school principal or designee may authorize the disabling of the technology protection measure, during use by an adult only, to enable access for bona fide research or other lawful purposes.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the school computer system and use of the internet shall be consistent with school policies and the mission of the school.

VIII. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the school system, the school does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school system.
- B. Routine maintenance and monitoring of the school system may lead to a discovery that a user has violated this policy, another school policy, or the law.
- C. An individual investigation or search may be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school policy.
- D. Parents have the right at any time to investigate or review the contents of their child’s files, Google Drive, and e-mail files. Parents have the right to request the termination of their child’s individual account at any time.
- E. School employees should be aware that the school retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school employees should be aware that data and other materials in files maintained on the school system may be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act).
- F. The school 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 policies conducted through the school system.

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 employees of the school.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the internet.
- C. The internet Use Agreement form for students must be read and signed by the user and the parent or guardian. The internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office.

X. LIMITATION ON SCHOOL LIABILITY

Use of the school system is at the user's own risk. The system is provided on an "as is, as available" basis. The school will not be responsible for any damage users may suffer, including, but not limited to, loss, damage or unavailability of data stored on school diskettes, tapes, hard drives or servers, or for delays or changes in or interruptions of service or errant deliveries or non-deliveries of information or materials; regardless of the cause. The school is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school system. The school will not be responsible for financial obligations arising through unauthorized use of the school system or the internet.

XI. USER NOTIFICATION

- A. All users shall be notified of the school policies relating to internet use.
- B. This notification shall include the following:
 - 1. Notification that internet use is subject to compliance with school policies.
 - 2. Disclaimers limiting the school's liability relative to:
 - a. Information stored on school diskettes, hard drives or servers.
 - b. Information retrieved through school computers, networks or online resources.
 - c. Personal property used to access school computers, networks or online resources.
 - d. Unauthorized financial obligations resulting from use of school 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 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 the school 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.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

- A. Outside of school, 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 the school system and of the internet if the student is accessing the school system from home or a remote location.
- B. Parents will be notified that their students will be using school resources/accounts to access the internet and that the school 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 teacher prior to use by the student.
 5. A statement that the school'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 charter school, 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 charter school.
- 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 charter school 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 charter school 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 charter school 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 charter school, 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. below, the charter school 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 charter school or a technology provider may only engage in activities prohibited by paragraph B. above if:

1. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by charter school employees, student teachers, staff contracted by the charter school, 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 charter school 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 charter school 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. CELL PHONE USE

The school board directs the principal and other school administration to establish rules and procedures regarding student possession and use of cell phones in schools. These rules and procedures should seek to minimize the impact of cell phones on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or similar criteria.

XVI. 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 unless related to school work, assignments, teacher directed or assigned lessons. 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.

XIII. IMPLEMENTATION; POLICY REVIEW

- A. The school administration may develop appropriate user notification forms, guidelines and procedures necessary to implement this policy for submission to the board of directors for approval. Upon approval by the board of directors, such guidelines, forms and procedures shall be an addendum to this policy.
- B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. The school internet policies and procedures are available for review by all parents, guardians, staff and members of the local school community.
- D. Because of the rapid changes in the development of the internet, the board of directors shall conduct an annual review of 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. § 121A.73 (School Cell Phone Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
Minn. Stat. § 325E.91 (Prohibition on Nudification Technology)
Minn. Stat. § 609.341, Subd. 5 (Definitions)
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)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S. 180, 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. 194 (2003)
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: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of Charter School Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Grievance Procedures and Process)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 625 (Responsible Use of Artificial Intelligence)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on Charter School Property by Nonschool Persons)

(STUDENT & EMPLOYEE AGREEMENT FORMS FOLLOW)

INTERNET USE AGREEMENT

STUDENT – INTERNET USE PLEDGE

I agree to use New Heights School's computers and internet only for school-related purposes and also understand that I can have such privileges revoked and may be held accountable for any violation of school policies.

User's Full Name (please print): _____

User Signature: _____

Date: _____

PARENT OR GUARDIAN

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

Parent or Guardian's Name (please print): _____

Parent or Guardian's Signature: _____

INTERNET USE AGREEMENT - EMPLOYEE

Option 1:

I have read and do understand the school policies relating to safety and acceptable use of the school computer system and the internet and agree to abide by them. I understand that should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action may be taken. Furthermore, I understand that I have the option to use computers and the internet as an instructional tool with students, and in so choosing, I agree to instruct the students on acceptable use of the internet and proper etiquette.

Option 2:

I waive my option to use technology as an instructional tool with students, but I do agree to abide by the internet use agreement for employees.

☐

Option 1

☐

Option 2

User's Full Name (please print): _____

User Signature: _____

Date: