# Student & Parent Handbook

Northwest Allprep

## 20010-2011

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The materials in this handbook have been carefully selected and prepared for you to have a great experience with NWAllprep. They are subject to change as needs and laws change.

Students are responsible for the material in this handbook. Parents are encouraged to be familiar with the handbook to support their children. Infraction of the regulations included in this handbook will be dealt with by teachers and administration as necessary.

Student expectations – behavior <u>The NWAII prep school policies and student rules of conduct</u> The NWAII PREP community rules include all those listed in this handbook and any changes

The NWALLPREP community rules include all those listed in this handbook and any changes posted in the school or distributed to students and their parents and any other roles clearly communicated to students by the NWALLPREP staff. Students and parents are invited to suggest changes. Following the NWALLPREP rules is a necessary to help create a supportive environment for student success.

## WELCOME TO NWALLPREP

Thank you for choosing to be part of NWAllprep. We are always working to do what is best for students to help them succeed academically. If you want, we can help you earn a high school diploma and start an Associates Degree through a community college. We hope you enjoy learning with us at NWA.

## **NWALLPREP MISSION -**

The mission of the NWAllprep is to empower a community of parents, teachers, and community members in the education of students in a home learning environment by creating a learning community that offers academic and social support and prepares students for the transition to the world of work or post secondary education.

## **Guiding Principles**

- 1. Every student receives a personalized education through a meaningful relationship with a teacher and multiple learning experiences.
- 2. Every student will receive challenging, stimulating and relevant learning experiences.
- 3. Learning is personalized.
- 4. All students can be successful.
- 5. Students have the flexibility to work in a schedule that is beneficial for them and enables them to progress effectively.

## Values

- 1. Self motivation and personal responsibility.
- 2. Respect of self, others and school property.
- 3. Integrity honesty and accountability.
- 4. Curiosity Availability of an array of meaningful educational options.
- 5. Exceptional work ethic.
- 6. Preparation and incentive for their next educational experience.

**Enrollment** – Once you have received a phone contact from your new NWA Teacher, you are a student in NWAllprep. Your new teacher will get you started learning as soon as possible.

**Fees** - The family is asked to cover is the cost of the set-up and maintenance of an internet connection, including your monthly internet bill. Families are responsible for loss or damage of all equipment provided by NWA. Families do have the option of using their own computers, thereby reducing their risk of incurring costs due to damage of a school laptop. If a family chooses to participate in a field trip there may be an additional charge for each trip.

## **Getting Started**

Communication – Since most of our students are learning in the home environment, communication must be a regular part of the school day. Your teacher will be making contact with you through messages on the Odyssey Ware Message Board, emails, phone calls and home visits. It is important that you respond to your teacher's communication regularly and daily. Also, contact your teacher first if you have any questions or concerns. Students and teachers are expected to communicate daily via phone (text or voice), email, dedicated Facebook pages, Staff Wikipages, an/or our website. Staff is expected to meet face to face with a student at least once every two weeks.

**Support** - We want you to enjoy learning and be successful in progressing toward graduation. Your teacher is your most important support. He or she will help you manage the classes, schedule your time and prepare you for upcoming challenges. If there is something specific your teacher cannot help you with, he/she has access to other teachers and professionals that can help you. If you need help, be sure to start by asking your teacher.

One of the most effective ways we can help you is through home visits by your teacher....

## **Home Visit/ Teacher visitations**

When an NWALLPREP teacher arrives for a visitation it will be expected that:

- 1. The student is dressed appropriately. Clean, neat and comfortable to work.
- 2. The student is ready to learn (computer is turned on, school supplies are out and ready to be used, etc)
- 3. An adult (parent or appointed adult over the age of 21) is in the house other than the teacher and the instruction takes place in a main living area of the house. In the event of an exception where the teacher and parents agree a student may be taught in another room, the door must remain open at all times.
- 4. The student and teacher will use appropriate language.
- 5. The student will address the teacher by their sir name unless the teacher requests otherwise.
- 6. No other electronics or games are to be used during the teaching time (phones, I-pods, games, etc).
- 7. Prevent interruptions of TV, music, radio or phone calls during the visit.
- 8. CONTACT THE TEACHER IF THE HOME VISIT NEEDS TO BE RESCHEDULED. Please notify the teacher as soon as possible, at least an hour before the scheduled visit.

## **Grading**

Teachers will keep a running record of each student's progress. A parent may request an updated progress report at any time. Teachers will make available progress reports at the end each term.

Students, especially eighth grade and up, are expected to keep aware of progress toward graduation. If questions or concerns should arise, students and/or parents should contact their counselor for a review of the student's credit.

If you have any concerns about a grade received in a class, please follow these steps:

Talk with your teacher and ask for an explanation of the grade given. Ask if there is a way for the grade to be improved.

If you still are not satisfied with your grade, schedule an appointment with your counselor to discuss your concerns.

If you still feel that the grade is unfair or incorrect, ask your school's administrator about your concern. All grade appeals will ultimately be reviewed by an administrator if not resolved at a previous step.

## **Grading Scale:**

A student must achieve a 70% in order to "pass" a lesson in Odysseyware and move on to the next lesson, activity, project, quiz or Test. Students are expected to work with their teacher/mentors on any lessons where this is a difficulty.

Odysseyware is "weighted" to produce a final grade as follows:

- Lessons are worth 40% of the final grade in the course
- Quizzes are worth 25% of the final grade in the course
- Projects are worth 15% of the final grade in a course
- Tests are worth 20% of the final grade in a course

## For Juniors and Seniors only....

Juniors will be required to do a community service project (SLC) to fulfill the SLC- Service learning requirement. This will be done through an SLC coordinator or mentor/teacher.

Seniors are required to complete a Sr. Capstone project. This is a project that helps each senior create a project that is of their own choosing and is related to a possible career path.

## High School Completion

NWALLPREP will maintain its commitment to students who need more time than usual to achieve critical competencies. What matters in such a case is that the student continues to make reasonable effort to succeed. A student who consistently fails to demonstrate commitment to learning the necessary credits may be encouraged to find another educational program that is better suited for the student's academic success.

## Early College Program

Students who are in the ninth through twelfth grades can enroll in an Early College Academy. This is a program that will enable the student to earn college credits and their high school diploma at the same time. A student enrolls in a Washington Community College of their choosing while also being enrolled in NWA. The student takes classes at the community college and credits earned in required classes are awarded as college and high school credits. See your teacher for more details about tuition coverage and money for books.

## STATE OF WASHINGTON ASSESSMENT EXAMS

As a public school in Washington, we are required to give the State of Washington Assessments. This will be for the students in grades 3-12. Students will be informed of testing locations and rules through their teacher. Your teacher will let you know when and where the tests can be taken.

## Teacher/Mentor/Counselor

The professional Teaching staff at NWA assists students in working out their educational goals, planning their classes to take for graduation, and making appropriate decisions concerning vocational, social and personal objectives during the high school years. Contact your teacher if you have any questions about classes, life stress or need help with big decisions.

## Teacher/Counseling services include:

• Academic Progress • Career Development • Personal / Social Development • Transcripts

Parents are cordially invited to consult with the teacher concerning their sons or daughters. Conferences with the student, parent, teachers and counselors are often helpful in giving information, in planning, and in formulating goals and objectives.

## **Procedure For Transferring Credit**

## FROM AN ACCREDITED INSTITUTION OR PROGRAM

- 1. New students and parents provide counselor with all records of previous schools and credits earned.
- 2. NWA will request your records from your previous school.
- 3. Upon receipt of transcript from previous high school, the counselor will evaluate and assign credits consistent with NWAllprep graduation requirements.
- 4. Students who transfer in during the semester will be placed in classes for which they bring withdrawal grades from the previous school.

## FROM A NONACCREDITED INSTITUTION OR PROGRAM

- 1. The student and family must provide documentation that shows credit requested for transfer from a non-accredited institution or program that meets or exceeds state of Washington and NWAllprep standards and criteria. This documentation must be provided to the Director as soon as possible upon registration. A portfolio of work must be presented including, but not limited to the following:
  - a. List of course titles.
  - b. Documentation of seat time.
  - c. Evidence of competency.
  - d. Samples of work.
  - e. Valid state-standardized or norm-referenced test scores.
- 3. Initial placement of the student will be on a conditional basis to insure placement will occur at the appropriate level.
- 4. Review of all requests for transfer of credit will be conducted.

## Attendance

What is a school day like in NWAllprep? For many students, their school day will be similar, but not identical. We do encourage students to work at a pace that is beneficial for them while getting assigned work completed on time. Daily progress is vital to your success. Talk with your teacher as to how best to schedule your work each day.

## Time commitment for weekly work on lessons/units

NWAllprep students are expected to spend twenty (20) hours a week, or more,, working on Odyssey Ware and learning Activities

It is a requirement of Washington School Law that children between the ages of 7-18 regularly attend school. Research shows that excessive absences have a negative effect on grades and learning.

## **Absence Policy**

If a student does not log in for a minimum of three times a week or they will be considered absent.

<u>Ten (10) day drop</u> policy – If a student has ten consecutive unexcused absences, that student must be dropped from our rolls. The family will be notified each day the child is absent, unless the parent has communicated with the teacher to excuse the absence. Parents may be required to produce a doctor's note if excessive absences are caused by chronic illness.

## Lack of progress Policy

In the event that the teacher feels a student's progress is being hindered by excessive excused absences or poor work habits, the teacher will initiate a referral to the Director and make contact with the home. A parent conference, student contract or course load adjustment may result.

## **Field Trips**

Students who participate in extended classroom Activities, such as field trips, are responsible for catching up on work in other classes that was postponed during the time of the trip. Students should make arrangements to keep up on adequate progress when field trips occur.

## **Other Pre-Arranged Absences**

## Family Vacation Policy

NWALLPREP requests that families schedule vacations or special programs so as not to conflict with school. In the case of a planned absence, the student must consult with his/her teacher ahead of time. NWALLPREP will need advanced notification of family plans that will cause a student to miss days to work on academics so that arrangements can be made by the teacher to help keep the student in good academic standing.

## Excused Absence Policy

The following are legal reasons for an absence to be excused

- 1. Student illness
- 2. Illness in the student's immediate family if it prevents the student from completing work.
- 3. A medical or family emergency
- 4. Dentist or doctor appointment
- 5. Other reasons where satisfactory arrangements have been made in advance (see Pre-Arranged Absences)
- 6. In the event of an absence which has not been pre-arranged, the parent is responsible to notify the teacher within two consecutive school days following the student's return to school. **Notice may be in writing, email or by telephone**. Please include the student's first and last name on all notes or messages. The spelling of the last name on messages is also helpful.

## Unexcused Absence Policy

Any absence that is not communicated with the teacher or does not apply to the list above will be considered an unexcused absence. Parents will have two school days after an absence to excuse the absence of a student.

<u>Snow days?</u> - Generally, we do not honor snow days if your resident district closes due to weather or other issues since much of the work is done in the home. If you have a home visit scheduled, your teacher will reschedule if they are unable to safely drive to your home. You should also check for messages from your teacher related to field trips or other Activities that had been scheduled.

## School-Sponsored Events

Students at all school sponsored events are governed by NWAllprep rules and regulations and are subject to the authority of NWAllprep officials wherever the event. **Students are also reminded that** they are subject to discipline for conduct while traveling to and from activities.

## **Student Behavior**

## Internet communication with teacher policy

As NWALLPREP has a goal of educating its students in effective written communications skills. It is expected that a student will use complete sentences and abstain from any form of vulgarity, typical Instant Messenger (IM) abbreviations, or inappropriate subjects. This includes emails and message board postings.

## THE CORE RULES OF NETIQUETTE

The Core Rules of Netiquette are excerpted from the book *Netiquette* by Virginia Shea. They are used here by permission.

## Introduction

by Virginia Shea

What is Netiquette? Simply stated, it's network etiquette -- that is, the etiquette of cyberspace. And "etiquette" means "the forms required by good breeding or prescribed by authority to be required in social or official life." In other words, Netiquette is a set of rules for behaving properly online.

When you enter any new culture -- and cyberspace has its own culture -- you're liable to commit a few social blunders. You might offend people without meaning to. Or you might misunderstand what others say and take offense when it's not intended. To make matters worse, something about cyberspace makes it easy to forget that you're interacting with other real people -- not just ASCII characters on a screen, but live human characters.

So, partly as a result of forgetting that people online are still real, and partly because they don't know the conventions, well-meaning cybernauts, especially new ones, make all kinds of mistakes.

The book Netiquette has a dual purpose: to help net newbies minimize their mistakes, and to help experienced cyberspace travelers help the newbies. The premise of the book is that most people would rather make friends than enemies, and that if you follow a few basic rules, you're less likely to make the kind of mistakes that will prevent you from making friends.

The list of core rules below, and the explanations that follow, are excerpted from the book. They are offered here as a set of general guidelines for cyberspace behavior. They won't answer all your Netiquette questions. But they should give you some basic principles to use in solving your own Netiquette dilemmas.

## Rule 1: Remember the human

The golden rule your parents and your kindergarten teacher taught you was pretty simple: Do unto others as you'd have others do unto you. Imagine how you'd feel if you were in the other person's shoes. Stand up for yourself, but try not to hurt people's feelings.

In cyberspace, we state this in an even more basic manner: Remember the human.

When you communicate electronically, all you see is a computer screen. You don't have the opportunity to use facial expressions, gestures, and tone of voice to communicate your meaning; words -- lonely written words -- are all you've got. And that goes for your correspondent as well.

When you're holding a conversation online -- whether it's an email exchange or a response to a discussion group posting -- it's easy to misinterpret your correspondent's meaning. And it's frighteningly easy to forget that your correspondent is a person with feelings more or less like your own.

It's ironic, really. Computer networks bring people together who'd otherwise never meet. But the impersonality of the medium changes that meeting to something less -- well, less personal. Humans exchanging email often behave the way some people behind the wheel of a car do: They curse at other drivers, make obscene gestures, and generally behave like savages. Most of them would never act that way at work or at home. But the interposition of the machine seems to make it acceptable.

The message of Netiquette is that it's not acceptable. Yes, use your network connections to express yourself freely, explore strange new worlds, and boldly go where you've never gone before. But remember the Prime Directive of Netiquette: Those are real people out there.

Would you say it to the person's face?

Writer and Macintosh evangelist Guy Kawasaki tells a story about getting email from some fellow he's never met. Online, this fellow tells Guy that he's a bad writer with nothing interesting to say.

Unbelievably rude? Yes, but unfortunately, it happens all the time in cyberspace.

Maybe it's the awesome power of being able to send mail directly to a well-known writer like Guy. Maybe it's the fact that you can't see his face crumple in misery as he reads your cruel words. Whatever the reason, it's incredibly common.

Guy proposes a useful test for anything you're about to post or mail: Ask yourself, "Would I say this to the person's face?" If the answer is no, rewrite and reread. Repeat the process till you feel sure that you'd feel as comfortable saying these words to the live person as you do sending them through cyberspace.

Of course, it's possible that you'd feel great about saying something extremely rude to the person's face. In that case, Netiquette can't help you. Go get a copy of Miss Manners' Guide to Excruciatingly Correct Behavior.

Another reason not to be offensive online

When you communicate through cyberspace -- via email or on discussion groups -- your words are written. And chances are they're stored somewhere where you have no control over them. In other words, there's a good chance they can come back to haunt you.

Never forget the story of famous email user Oliver North. Ollie, you'll remember, was a great devotee of the White House email system, PROFS. He diligently deleted all incriminating notes he sent or received. What he didn't realize was that, somewhere else in the White House, computer room staff were equally diligently backing up the mainframe where his messages were stored. When he went on trial, all those handy backup tapes were readily available as evidence against him.

You don't have to be engaged in criminal activity to want to be careful. Any message you send could be saved or forwarded by its recipient. You have no control over where it goes.

## Rule 2: Adhere to the same standards of behavior online that you follow in real life

In real life, most people are fairly law-abiding, either by disposition or because we're afraid of getting caught. In cyberspace, the chances of getting caught sometimes seem slim. And, perhaps because people sometimes forget that

there's a human being on the other side of the computer, some people think that a lower standard of ethics or personal behavior is acceptable in cyberspace.

The confusion may be understandable, but these people are mistaken. Standards of behavior may be different in some areas of cyberspace, but they are not lower than in real life.

Be ethical

Don't believe anyone who says, "The only ethics out there are what you can get away with." This is a book about manners, not about ethics. But if you encounter an ethical dilemma in cyberspace, consult the code you follow in real life. Chances are good you'll find the answer.

One more point on Netiquette ethics: If you use shareware, pay for it. Paying for shareware encourages more people to write shareware. The few dollars probably won't mean much to you, and they benefit all of cyberspace in the long run. *Breaking the law is bad Netiquette* 

If you're tempted to do something that's illegal in cyberspace, chances are it's also bad Netiquette.

Some laws are obscure or complicated enough that it's hard to know how to follow them. And in some cases, we're still establishing how the law applies to cyberspace. Two examples are the laws on privacy (see Rule 8 and "Email Privacy -- a Grand Illusion" on page 125) and copyright (see "Copyright in Cyberspace" on page 133).

Again, this is a book on manners, not a legal manual. But Netiquette mandates that you do your best to act within the laws of society and cyberspace.

## Rule 3: Know where you are in cyberspace

Netiquette varies from domain to domain

What's perfectly acceptable in one area may be dreadfully rude in another. For example, in most TV discussion groups, passing on idle gossip is perfectly permissible. But throwing around unsubstantiated rumors in a journalists' mailing list will make you very unpopular there.

And because Netiquette is different in different places, it's important to know where you are. Thus the next corollary:

Lurk before you leap

When you enter a domain of cyberspace that's new to you, take a look around. Spend a while listening to the chat or reading the archives. Get a sense of how the people who are already there act. Then go ahead and participate.

## Rule 4: Respect other people's time and bandwidth

It's a cliché that people today seem to have less time than ever before, even though (or perhaps because) we sleep less and have more labor-saving devices than our grandparents did. When you send email or post to a discussion group, you're taking up other people's time (or hoping to). It's your responsibility to ensure that the time they spend reading your posting isn't wasted.

The word "bandwidth" is sometimes used synonymously with time, but it's really a different thing. Bandwidth is the information-carrying capacity of the wires and channels that connect everyone in cyberspace. There's a limit to the amount of data that any piece of wiring can carry at any given moment -- even a state-of-the-art fiber-optic cable. The word "bandwidth" is also sometimes used to refer to the storage capacity of a host system. When you accidentally post the same note to the same newsgroup five times, you are wasting both time (of the people who check all five copies of the posting) and bandwidth (by sending repetitive information over the wires and requiring it to be stored somewhere).

You are not the center of cyberspace

Presumably, this reminder will be superfluous to most readers. But I include it anyway, because when you're working hard on a project and deeply involved in it, it's easy to forget that other people have concerns other than yours. So don't expect instant responses to all your questions, and don't assume that all readers will agree with -- or care about -- your passionate arguments.

## Rules for discussion groups

Rule 4 has a number of implications for discussion group users. Most discussion group readers are already spending too much time sitting at the computer; their significant others, families, and roommates are drumming their fingers, wondering when to serve dinner, while those network maniacs are catching up on the latest way to housebreak a puppy or cook zucchini.

And many news-reading programs are slow, so just opening a posted note or article can take a while. Then the reader has to wade through all the header information to get to the meat of the message. No one is pleased when it turns out not to be worth the trouble. See "Netiquette for Discussion Groups" on page 65 for detailed rules.

To whom should messages be directed? (Or why "mailing list" could become a dirty word)

In the old days, people made copies with carbon paper. You could only make about five legible copies. So you thought good and hard about who you wanted to send those five copies to.

Today, it's as easy to copy practically anyone on your mail as it is not to. And we sometimes find ourselves copying people almost out of habit. In general, this is rude. People have less time than ever today, precisely because they have so much information to absorb. Before you copy people on your messages, ask yourself whether they really need to know. If the answer is no, don't waste their time. If the answer is maybe, think twice before you hit the send key.

## Rule 5: Make yourself look good online

Take advantage of your anonymity

I don't want to give the impression that the net is a cold, cruel place full of people who just can't wait to insult each other. As in the world at large, most people who communicate online just want to be liked. Networks -- particularly discussion groups - let you reach out to people you'd otherwise never meet. And none of them can see you. You won't be judged by the color of your skin, eyes, or hair, your weight, your age, or your clothing.

You will, however, be judged by the quality of your writing. For most people who choose to communicate online, this is an advantage; if they didn't enjoy using the written word, they wouldn't be there. So spelling and grammar do count.

If you're spending a lot of time on the net and you're shaky in these areas, it's worth brushing up on them. There are plenty of books available, but you'll learn more -- and possibly have more fun -- if you take a course. If you're an older adult, you don't have to take a "bonehead grammar" course with a bunch of bored teenagers. Instead, look for courses on proofreading and copyediting; they usually cover the basic rules of grammar pretty thoroughly, and they'll be filled with motivated students who are there because they want to be. Check your local community college and university extension catalogs -- you'll be amazed at what they offer. A side benefit is that taking courses involves meeting people you can actually see.

Know what you're talking about and make sense

Pay attention to the content of your writing. Be sure you know what you're talking about -- when you see yourself writing "it's my understanding that" or "I believe it's the case," ask yourself whether you really want to post this note before checking your facts. Bad information propagates like wildfire on the net. And once it's been through two or three iterations, you get the same distortion effect as in the party game "Operator": Whatever you originally said may be unrecognizable. (Of course, you could take this as a reason not to worry about the accuracy of your postings. But you're only responsible for what you post yourself, not for what anyone else does with it.)

In addition, make sure your notes are clear and logical. It's perfectly possible to write a paragraph that contains no errors in grammar or spelling, but still makes no sense whatsoever. This is most likely to happen when you're trying to impress someone by using a lot of long words that you don't really understand yourself. Trust me -- no one worth impressing will be impressed. It's better to keep it simple.

Don't post flame-bait

Finally, be pleasant and polite. Don't use offensive language, and don't be confrontational for the sake of confrontation.

O. Is swearing acceptable on the net?

Only in those areas where sewage is considered an art form, e.g., the USENET newsgroup alt.tasteless. Usually, if you feel that cursing in some form is required, it's preferable to use amusing euphemisms like "effing" and "sugar." You may also use the classic asterisk filler -- for example, s\*\*\*. The archness is somehow appropriate to the net, and you avoid offending anyone needlessly. And everyone will know exactly what you mean.

## Rule 6: Share expert knowledge

Finally, after all that negativity, some positive advice.

The strength of cyberspace is in its numbers. The reason asking questions online works is that a lot of knowledgeable people are reading the questions. And if even a few of them offer intelligent answers, the sum total of world knowledge increases. The Internet itself was founded and grew because scientists wanted to share information. Gradually, the rest of us got in on the act.

So do your part. Despite the long lists of no-no's in this book, you do have something to offer. Don't be afraid to share what you know.

It's especially polite to share the results of your questions with others. When you anticipate that you'll get a lot of answers to a question, or when you post a question to a discussion group that you don't visit often, it's customary to request replies by email instead of to the group. When you get all those responses, write up a summary and post it to the discussion group. That way, everyone benefits from the experts who took the time to write to you.

If you're an expert yourself, there's even more you can do. Many people freely post all kinds of resource lists and bibliographies, from lists of online legal resources to lists of popular UNIX books. If you're a leading participant in a discussion group that lacks a FAQ, consider writing one. If you've researched a topic that you think would be of interest to others, write it up and post it. See "Copyright in Cyberspace" on page 133 for a few words on the copyright implications of posting research.

Sharing your knowledge is fun. It's a long-time net tradition. And it makes the world a better place.

## Rule 7: Help keep flame wars under control

"Flaming" is what people do when they express a strongly held opinion without holding back any emotion. It's the kind of message that makes people respond, "Oh come on, tell us how you really feel." Tact is not its objective.

Does Netiquette forbid flaming? Not at all. Flaming is a long-standing network tradition (and Netiquette never messes with tradition). Flames can be lots of fun, both to write and to read. And the recipients of flames sometimes deserve the heat.

But Netiquette does forbid the perpetuation of flame wars -- series of angry letters, most of them from two or three people directed toward each other, that can dominate the tone and destroy the camaraderie of a discussion group. It's unfair to the other members of the group. And while flame wars can initially be amusing, they get boring very quickly to people who aren't involved in them. They're an unfair monopolization of bandwidth.

## Rule 8: Respect other people's privacy

Of course, you'd never dream of going through your colleagues' desk drawers. So naturally you wouldn't read their email either.

Unfortunately, a lot of people would. This topic actually rates a separate section. For now, here's a cautionary tale. I call it

The case of the snoopy foreign correspondent

In 1993, a highly regarded foreign correspondent in the Moscow bureau of the Los Angeles Times was caught reading his coworkers' email. His colleagues became suspicious when system records showed that someone had logged in to check their email at times when they knew they hadn't been near the computer. So they set up a sting operation. They planted false information in messages from another one of the paper's foreign bureaus. The reporter read the notes and later asked colleagues about the false information. Bingo! As a disciplinary measure, he was immediately reassigned to another position at the paper's Los Angeles bureau.

The moral: Failing to respect other people's privacy is not just bad Netiquette. It could also cost you your job.

## Rule 9: Don't abuse your power

Some people in cyberspace have more power than others. There are wizards in MUDs (multi-user dungeons), experts in every office, and system administrators in every system.

Knowing more than others, or having more power than they do, does not give you the right to take advantage of them. For example, sysadmins should never read private email.

## Rule 10: Be forgiving of other people's mistakes

Everyone was a network newbie once. And not everyone has had the benefit of reading this book. So when someone makes a mistake -- whether it's a spelling error or a spelling flame, a stupid question or an unnecessarily long answer -- be kind about it. If it's a minor error, you may not need to say anything. Even if you feel strongly about it, think twice before reacting. Having good manners yourself doesn't give you license to correct everyone else.

If you do decide to inform someone of a mistake, point it out politely, and preferably by private email rather than in public. Give people the benefit of the doubt; assume they just don't know any better. And never be arrogant or self-righteous about it. Just as it's a law of nature that spelling flames always contain spelling errors, notes pointing out Netiquette violations are often examples of poor Netiquette.

## **Plagiarism**

NWALLPREP students are expected to do their own work and cite the work of others as appropriate. Plagiarism is the willful presentation of some else's previously written, published, or copyrighted material as one's own. Such material may include work that appears in print, on-line, or in audio or video formats. Copying work from another student may be regarded as plagiarism if done without consent and if credit is not given to the original writer. Penalties for plagiarism may include failing the assignment in question, failing the course or project, failing the trimester, or being subject to an expulsion hearing. NWALLPREP may choose at its discretion, to employ plagiarism-detecting software.

## Cheating

NWALLPREP expects any student's individual work to be solely the result of his/her own effort. The penalty for cheating may include failing the assignment, project or exam in question, failing the course, or doing alternative assignments to gain credit.

## **Discipline**

## Overview of Disciplinary Consequences

The purpose of disciplinary action at NWALLPREP is to ensure that both the individual students and the NWALLPREP community stay focused on growth and learning. Depending on the nature of the infraction and the student's past performance, any or all of the following consequences may be instituted:

- \*Student warning: oral or written: Immediate resolution of the problem or issue is expected.
- \*Parent Notification: Prompt resolution of the problem or issue is expected. Parent phone-calls or conferences may result in the student signing a written commitment to improve behavior and/or performance.
- \*Academic consequence: Infractions that are primarily academic in nature, such as non-participation in school work, may result in students receiving a lower grade and/or a student contract designed to help the student improve.
- \* Confiscation of equipment, including the laptop computer, for a length of time to be determined by AllPrep administrators.
- \*Contract: Occasionally, a student contract will be written to agree on a course of Action and determine goals for improvement. This is especially true in disciplinary circumstances in which suspension or expulsion is trying to be avoided.
- \*Dismissal: NWAllprep believes that our school offers an array of options that will benefit many students from a multitude of backgrounds and living in a variety of situations. We are aware that not every student will be able to be successful in the programs we offer. *It is our true desire to have students succeed in our school*. If the student cannot perform to the necessary level, then a change may be necessary. In this rare case, we will strategize with the student and family to find a situation that is better suited to the student's success.

## Student Discipline

## **Potential Issues**

Level 1, Monitoring begins	Level 2, Behavior contract	Level 3, Some restrictions, more monitoring	Level 4, Drastic time – drastic measures
Little or no work completed on Odyssey Ware	Absent for home visits	Inappropriate interaction / communication with staff	Violation of state laws
Failing quizzes or tests despite good assignments	Inappropriate communication with another student	Cyber-bullying	
Not prepared for home visits	Giving false information to staff person.	Plagiarism/ Cheating	

No communication with	Computer Abuse	Inappropriate	
teacher		communication with staff	

## **Student Rights & Responsibilities**

## **Associations**

State of Washington law prohibits the existence of any secret society in public schools. A secret society is an organization composed of students which has an element or purpose which is concealed from the public and shared only confidentially among members of the organization. This would include creating an online group for illegal or inappropriate reasons.

## **Rights of Students**

Court decisions have indicated that young people in the United States have the right to receive a free public education. The courts have also stated that students have the rights of citizenship as delineated in the United States Constitution and its amendments. Constitutional rights are not absolute and in the school setting reasonable limitations must be placed upon the exercise of these rights in order that the schools may effectively fulfill their function of educating young people. The school system may not, however, unduly infringe upon constitutional rights. In taking disciplinary Action, school officials will consider students' individual and collective rights and safety and will afford students their rights to fair consideration free from Action which is patently arbitrary, capricious, and inappropriate for the offense committed.

## **Threats and Intimidation**

Any student who engages in conduct, by word or Action, that constitutes threats or intimidation will be subject to immediate disciplinary Action. For those students who, by their written or spoken statements, are threatening to harm others by using firearms, explosive devices, or deadly and dangerous weapons, appropriate law enforcement officials shall be notified. Students should immediately inform a teacher, counselor, or administrator regarding any threat or intimidation of students.

## **FERPA** Student Records

FERPA (Family Education Rights and Privacy SLC) was enacted in 1974. It is a set of regulations that applies to those institutions that receive funding from the Department of Education. FERPA was written specifically for students and guarantees them the right to inspect and review their education records, the right to seek to amend education records, and the right to have some control over the disclosure of information from those education records.

An **education record** is defined as any record that directly identifies a student and is maintained by the institution or educational agency or by a party acting for the institution or educational agency. A key distinction of education records is that education records are shared. Education records can exist in any medium including the following: handwritten, typed, computer generated, videotape, audiotape, film, microfilm, microfiche, e-mail, and others.

## **How Does This Regulation Affect You?**

## **Directory Information**

The release and sharing of directory information between school districts and within the school system is necessary for educational programs and communication. Directory information is contained in an educational record of a student and would not generally be considered harmful or an invasion of privacy if disclosed. Although its release may not be seen as harmful, NW Allprep recognizes the confidentiality of this information. The following categories are designed as directory information and may be released to the public with the approval of the Director or designee:

•Student's name, address and telephone number

- •Student's photograph
- •Date and place of birth
- Major field of study
- •Participation in officially recognized sports and Activities
- •Weight and height of athletic team members
- •Dates of attendance
- •Degrees or awards received
- •Most recent previous school attended
- •Student information released to Guardian listed on our Student Management System only.

A parent or eligible student has the following rights regarding student records:

- 1. To inspect and review the student's education records. The procedures to inspect or review student records are outlined in School Regulations and General Information for Parents and Students, available in the main office.
- 2. To request the amendment of the student's education record to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights.
- 3. To request exclusions from any or all directory categories named as directory information, the request must be submitted in writing to appropriate school officials by the parent/legal guardian, student 18 years of age, or emancipated student within 15 days of the annual public notice.
  - 1. The student must give written permission to allow the release the following:
    - Student number
    - o Grades/Exam Scores
    - Grade Point Average
    - Social Security Number
    - o Parent Address/Phone
    - o Detail of Registration Information (i.e., courses, times)
    - Race, Ethnicity, or Nationality
    - o Gender
    - o Date of Birth
    - Total Credits
    - Number of Credits Enrolled in a Quarter
    - Emergency Contact
  - 2. The public posting of grades either by the student's name, student number, or social security number without the student's written permission is a violation of FERPA. If an instructor wants to post grades, then a system needs to be put in place that ensures FERPA requirements are met. The last four digits of the student number may be used. The instructor may also obtain the student's uncoerced written permission or use code words or randomly assigned numbers that only the instructor and individual student know.

**Notification of grades via email** is in violation of FERPA. There is no guarantee of confidentiality on the Internet. The institution would be held responsible if an unauthorized third party gained access, in any manner, to a student's education record through any electronic transmission method.

3. Employment records are not education records, unless employment is conditional upon the individual being a student. Since you have to be a student to be a TA, TA employment records are education records.

## **Health information**

Each student must have a current registration card on file with the school. This registration card will include emergency information. Please keep the information current and inform us of any changes in your student's health. Current phone numbers are also important in case we need to contact you in an emergency.

## **Communicable Disease**

If your child has planned on attending a group event (field trip, state testing, small group class) and has a communicable illness, please keep them home unless they have been symptom free for 24 hours. Examples are: a fever of 100 degrees or more, vomiting, diarrhea, severe cough, a rash, draining wound, or head lice. We want to help control the spread of illness at school by keeping ill students home until the contagious period has passed.

## **Immunizations**

Washington requires all children to be immunized per State guidelines. NWA does plan and schedule events throughout the year where small groups (more than 5 students) attend. For this reason we must abide by the immunization guideline. You will be notified if your child is in need of any immunizations. All students attending high school must meet the requirements of having diphtheria/ tetanus and polio vaccines, two measles (or MMR) vaccines, hepatitis B series and varicella vaccine (or the date they had the chickenpox illness). Please make sure to update our main office when your student gets additional shots. You may call 1-800-723-3638 for the location of immunization clinics in your area.

## **Technology**

Problems - Please refer to the helpful hints in the back of this handbook If you continue to have problems or difficulties with the computer, please call your assigned teacher and they will instruct your next step. If the problem with the computer is not easily remedied, it may need to be returned to our IT department for repair. We will do our best to provide a computer to use during the interim until the original computer is returned for use.

## **Computer Tips**

Tips and Hints to keep your computer healthy

- Install and maintain anti-virus software. Both Norton and McAfee work well, but they also cost money. There is a free antivirus program called AVG that seems to work OK and it is truly free. Find them at <a href="http://www.grisoft.com/us/us index.php">http://www.grisoft.com/us/us index.php</a>
- Update Windows regularly. Press Start>Update Windows to visit their website. Once there you can select to have future updates sent automatically.
- Back up important data (schoolwork is always important, right?) One possible solution is a memory stick. They are small and plug right into any USB port. They come in a variety of memory sizes and the price varies accordingly.

- For Windows XP tips and hints, you might try the Elder Geek: http://www.theeldergeek.com/index.htm
- For technical support contact: your teacher

**Installed Software:** Your school software has been installed on your computer by your teacher. Other programs that may be needed for schoolwork, such as word processing or spreadsheets, will be the responsibility of the family. There are no cost programs, such as "Open Office" available for download.

- Screens are fragile. Close the lid gently when not in use.
- Avoid touching the screen. Use only dry facial tissues to clean the screen. If necessary, dampen with a little distilled water.
- Plug and unplug cables gently. The connectors inside the computer have been known to break.
- Do not tightly wrap AC cords. Severely bending the cable where it attaches to the "brick" can damage the cord and make the AC adaptor inoperative.
- Touch pads operate best when hands are clean and dry.
- Avoid eating or drinking while operating the computer

Hinges on the computers can loosen and eventually break. If you notice a lot of "play" in the hinges when you open the computer, please send it in for hinge tightening.

Trouble shooting basic computer problems

Trouble shooting basic computer problems.				
Computer doesn't turn on:	Check power supply.			
	Make sure power cord is connected to a working			
	outlet and that it is connected to the power supply.			
	Make sure the power brick is connected to the			
	computer and that the light on the brick is green (if it			
	has one).			
	Check for faulty battery			
	Unplug power supply connector from computer.			
	Remove battery (turn over the computer. push lock. slide out battery)			
	Plug in the power supply with the battery removed and			
	try to start the computer. If power is restored, the battery			
	needs to be replaced. The computer will operate fine			
	with just AC power while the battery is unplugged.			
Cannot access internet web pages:	Check phone or modem connections			
	Check all connections and that the phone and/or			
	modem are plugged in and working properly.			
	Consult your hardware documentation.			
	Check Start> Control Panel> Network			
	Connections			
	Your connection should say "enabled". If not. consult			
	your internet service provider for help with the			
	problem.			
	If you have more than one network			
	connection listed, make sure the proper one is			
	selected.			
Computer hardware or software not operating	Restart the computer and try again			
properly:				

Prior to calling you teacher or technical support, please write down any error messages. Also, please write down which programs or computer components are not operating properly. This speeds the repair process.

## **AVOID POTENTIAL PROBLEMS**

\* If problems arise on your computer that makes it difficult or impossible to operate, the computer will be reimaged to its original configuration. Any programs and data that you have added will be lost.

## Viruses

Your computer may have come with a commercial anti-virus program (Norton or McAfee). It can be activated for an annual fee. The family is responsible for this expense.

There are free anti-virus programs available for download. AVO anti-virus from Orisoft.com is a good example. Remove either Norton or McAfee before installing another anti virus program. Control Panel> Add or Remove Programs Keep virus definitions up to date. A good rule of thumb: Do what the anti-virus program suggests.

E-mail attachments from unknown senders. Attachments can contain viruses, worms, and other bad guys. Spy ware:

Windows service pack 2 is installed on your computer. Keeping the firewall and pop-up blockers enabled will improve your chances of avoiding spy ware

Anti spy ware programs are available for download. Spybot Search and Destroy is a no cost example. Installing and using anti spy ware software will help avoid problems.

## Limit web surfing and file sharing.

## Backup your data.

Back up your schoolwork to an external device, such as a USB flash memory. Doing this protects your personal files if the computer requires reimaged or repair. Simply copy the entire contents of My Documents folder to the USB drive.

There are commercially available programs that will limit what web sites can be visited. Two examples are Net Nanny and Bsafe. The cost of these programs is the responsibility of the family.

## **FAQs, Frequently Asked Questions**

What are some ways to be successful in NWA?

Work on lessons every day. Learn something new every day. Ask questions. Communicate with your teacher and parents about what you are learning. Keep a journal. Take notes.

Can I take classes at my local public school or other school?

We do everything to help a student have the experiences that will help learning. As a student enrolled in NWA, your administrator needs to work with your local school to arrange this opportunity. We will try to work with the other school, but the final decision is with the school's principal.

Can we change classes if needed?

Yes. If a level is too easy or too challenging, we can accommodate a change. Work with your teacher to help with adjusting to the appropriate academic level.

Can we substitute a lesson to unit for one that has been assigned?

If there is an assignment on a particular subject you do not want your child to learn, we can accommodate another assignment in its place. If there is another curriculum you would prefer in ONE subject, you may choose to use that curriculum. However, it must be approved by the Curriculum and Instruction Director PRIOR to the beginning of the unit and you must supply your teacher with finished work weekly. Otherwise, you will not receive credit for that subject.

(NOTE: HIGH SCHOOL BIOLOGY CONTAINS A UNIT ON EVOLUTION. WE REALIZE THIS IS A SENSITIVE ISSUE FOR SOME. HOWEVER, SINCE THIS UNIT IS A FOUNDATIONAL UNIT FOR THE SCIENCE CURRICULUM IN WASHINGTON STATE STANDARDS, WE ARE UNABLE TO HAVE A STUDENT SUBSTITUTE THIS UNIT WITH A UNIT THAT DOES NOT TEACH THE THEORY OF EVOLUTION.)

What if we feel NWA is no longer the best place for our child?

If you have changed your mind and decided there is a better educational choice, you need to notify your teacher as soon as possible. Daily attendance is a critical part of education and keeping accurate account of where the child is attending is important. This is also true if you decide to home school your child. We want to make proper arrangements to help with a smooth transition to the new place of education for the student. You can also decide to come back to our school. Students who were enrolled, then dropped out may need to wait before being reenrolled if there is no available space for new students.

## Parents/ Guardians

## Expectations of student and family

As a member of the NWALLPREP community, you are expected to commit yourself fully to your own personal growth and learning. This school cannot be successful without the hard work and dedication of the student and the student's parent/guardian. The parents/guardians must take an active role in the student's school career.

## PARENT EXPECTATIONS -

- 1. Provide an organized, quiet place for study and academic work. Students of all ages need a place to focus and learn. If your home is not able to provide an adequate space for your child to learn, try to find a place that is easy to access and is available. Possibilities are a local library, a neighbor who also has a student learning in the home,
- 2. Seek to know the classes and units in which your child is working. Your teacher will be able to provide information on what classes your child is enrolled in and the expectations for completion of school work. Be sure to ask if you have any questions and talk with your child every school day about what they are learning.
- 3. Know your child's daily progress.
- 4. Get to know the teacher(s) your child is in communication with. Make sure you have all necessary contact information easy to find. If you have questions regarding the curriculum, the computer, internet connection or other educational options, please contact your teacher. If there is any information that will be helpful for your teacher to know, please don't hesitate to share pertinent information.
- 5. Let your child know you support them and want them to be a strong learner. The best support a child can have is support from the home front. Tell your child when you are proud of their work, you believe in their ability and other encouraging words.
- 6. Ask your child if there is something you can do to help (provide tutoring, dictionaries, other references).
- 7. Recognize your child's qualities and reward good behavior.
- 8. Help your child assess personal strengths and weaknesses and encourage him/her not to avoid the subjects she finds to be most challenging.
- 9. Monitor schoolwork and proper computer usage. (PE logs daily reading, journaling, computer progress)
- 10. Remove potential distractions such as IPOD, phone, turn off the television, etc.
- 11. Do your best to provide a breakfast for your child and as often as possible, try to have a sit down dinner.
- 12. Establish a school work schedule

## **Student/Parent** feedback

Parents and students will regularly be asked to give feedback to the teacher/mentor and the school, in general, through oral, written and online surveys. Your feedback and suggestions are very important in assuring a quality program for the students in our school.

In addition to the regular surveys students and parents are encouraged to give feedback to the teacher whenever an issue arises.

Parents, students and staff are used in assessing course effectiveness including feedback that is solicited about the quality of the course design, content, instruction, support systems, and infrastructure from students, parents, and school staff; findings are used as basis for improvement.

## **Privacy Policy**

NWAllprep information gathering and dissemination practices.

The following discloses our information gathering and dissemination practices for this Web site, as well as for the school, in general. NWAllprep has created this privacy statement in order to demonstrate our firm commitment to student and student's family privacy.

Your contact information, as well as additional information needed for the student files, is requested when you submit a form on our Web site such as an application form or when you fill out this form in person. We use this information to reply to your comments, suggestions, questions or requests and especially for student files and records. We will not sell or distribute this information. We will not share the information you provide with any outside party without your explicit consent unless we are required by law or in the good-faith belief that such action is necessary in order to conform with the law. NWAllprep is committed to, and required to comply with FERPA laws\*.

This NWAllprep website contains links to other sites. NWAllprep is not responsible for the privacy practices or the content of such Web sites.

## \*FERPA:

The **Family Educational Rights and Privacy Act** of 1974 (**FERPA** or the **Buckley Amendment**) is a United States federal Law. It provides that educational agencies and

institutions that receive funding under a program administered by the U. S. Department of Education must provide students with access to their education records, an opportunity to seek to have the records amended, and some control over the disclosure of information from the records. With several exceptions, schools must have a student's consent prior to the disclosure of education records. Examples of situations affected by FERPA include school employees divulging information to anyone other than the student about the student's grades or behavior, and school work posted on a bulletin board with a grade.

This privacy policy also governs how state agencies transmit testing data to federal agencies.

## Odysseyware will ask students to agree to the following acceptable use policy when the initially sign on to do their coursework

## **OdysseyWare Legal Terms & Conditions**

Please read this agreement and accept it by pressing the button at the bottom of the page.

By using or allowing others to use the software, curriculum, materials, and website associated with OdysseyWare ("Service"), you (the "User") are agreeing to be bound by these legal terms and conditions ("Agreement"). If you do not agree to the terms and conditions of this Agreement, do not use this Service. Any person interacting with the Service in any way, including but not limited to students, teachers, administrators, and parents, are Users for the purposes of this Agreement. Certain terms of this Agreement may not apply to your use of the Service however all applicable terms are nonetheless binding. OdysseyWare, Inc. ("OW") reserves the right to change or terminate the terms of this Agreement at any time and from time to time without any notice to you by posting said changes on the OdysseyWare website. Any such changes are hereby incorporated into this Agreement by reference as though fully set forth herein.

## A. General Provisions

## 1. Indemnification.

You, the User of this Service, agree to indemnify and hold OW, its subsidiaries, affiliates, and assigns, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs, and expenses, including reasonable attorneys' fees, arising out of this Agreement or in connection with any use of the Service including but not limited to any damages, losses, or liabilities whatsoever with respect to infringement of rights, defamation (including libel and slander), damage to any property, or loss of any data arising from the possession, use, or operation of the Service by the User or any customers, users, students, or others, or arising from transmission of information or the lack thereof connected with the Service described in this Agreement.

## 2. Termination.

This Agreement shall remain in effect until terminated. This Agreement may be terminated at OW's sole discretion and without prior notice, by mutual written agreement between the parties, but not by the User. OW may suspend, terminate, or delete your access to the Service without prior notice and in OW's sole discretion and OW shall not be liable for any such suspension, termination, or deletion or its effects. OW may unilaterally and without notice terminate this Agreement and/or your access to the Service if you or any other person or entity using the Service violates any provision of this Agreement. OW shall not be liable to you or to any third party for any termination. Upon termination you or any other person using the Service shall cease to use the Service at your sole cost and expense and you shall return to OW at your sole cost and expense all physical copies of the Service within your possession, in whatever form then existing, via first class mail with return receipt service to OW at the address listed herein and shall delete all electronic copies irrevocably and in their entirety.

## 3. Updates.

At its option, from time to time, OW may create updated versions of the Service and may make such updates available to you either for a fee or for free. Unless explicitly stated otherwise, any such updates will be subject to the terms of this Agreement including any amendments to this Agreement, to be determined in OW's sole discretion.

## 4. Proprietary Materials.

All content available through the Service, including designs, text, graphics, pictures, video, information, applications, software, music, sound, and other files, and their selection and arrangement ("Site Content"), as well as all software and materials contained in or related to the Service are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. You hereby agree not to sell, license, rent, distribute, copy, reproduce, transmit, publicly display, modify, publicly perform, publish, or adapt such content or materials. Systematic retrieval of data or other content from the Service to create or compile, directly or indirectly, a collection, compilation, recreation, database, or directory of Service materials is prohibited except as provided for herein. Use of Service content or materials for any purpose not expressly provided for herein is prohibited.

## 5. Disclaimer of Warranty.

The Service is provided "as is", with all faults and without warranty of any kind. OW hereby disclaims all warranties with respect to the SERVICE, either express, implied, or statutory, including but not limited to the implied warranties of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. OW does not warrant, guarantee, or make any representations THAT THE CONTENT IS ACCURATE, RELIABLE, OR CORRECT OR THAT IT WILL MEET YOUR NEEDS OR REQUIREMENTS, THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. OW does not guarantee the operability of the Service at any time for any reason and assumes no responsibility for the timeliness, deletion, misdelivery, or failure to store any User communications or personalization settings. You assume the entire risk as to the quality, results, and performance of the Service as well as the entire risk and cost of all service, repair, or correction. No oral or written information, advice, suggestions, or recommendations given by OW, its representatives, dealers, distributors, agents, or employees shall create a warranty or in any way increase the scope of this Agreement and you may not rely on any such information, advice, suggestions, or recommendations. Some jurisdictions do not allow the exclusion or limitation of certain warranties or consumer rights so some exclusions and limitations may not apply to you.

## 6. Limitation of Liability.

You hereby agree that OW, its subsidiaries, affiliates, and assigns, and each of their directors, officers, shareholders, agents, contractors, partners, and employees, shall not be liable to you or any third party for any indirect, special, consequential, or incidental damages including but not limited to damages for loss of profits, business interruption, loss of business opportunity, loss of data, or any other hardship, damages, or losses arising out of or related to: the use or inability to use the Service, however caused; unauthorized or accidental access to or alteration of data; statements or conduct of any third party; or any matter relating to the use of the Service; and even if OW has been advised of the possibility of such damages. OW shall not be liable nor assume any responsibility for any materials edited, revised, altered, or created in the Customization Tool. Some jurisdictions do not allow the exclusion or limitation of certain remedies or damages so some exclusions and limitations may not apply to you.

## 7. Severability.

If any provision of this Agreement is held to be ineffective, unenforceable, or illegal for any reason, OW may reform such provision to the extent necessary to make it effective, enforceable, and legal or such provision shall be deemed severed and in either case this Agreement with such provision reformed or severed shall remain in full force and effect to the fullest extent permitted by law.

## 8. Controlling Law and Controversies.

This Agreement shall be governed by the laws of the State of Arizona and of the United States. You understand and agree that use of the Service may involve interstate data transmissions which may be considered a transaction

in interstate commerce under federal law. Any dispute related to this Agreement which cannot be resolved through negotiation will be settled through mediation administered by a mutually agreed upon mediator in Phoenix, Arizona under the Commercial Mediation Procedures of the American Arbitration Association. If mediation fails to resolve the dispute, you agree that the dispute shall be settled through arbitration administered by a mutually agreed upon arbitrator in Phoenix, Arizona under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. Said judgment shall be final and nonappealable by either party hereto.

## 9. Entire Agreement.

This Agreement constitutes the entire agreement between OW and the User relating to the subject matter hereof and supersedes all prior understandings, promises, and undertakings, if any, made orally or in writing with respect to the subject matter hereof. No modification, amendment, waiver, termination, or discharge of any portion of this Agreement shall be binding unless executed and confirmed in writing by OW.

## 10. Export Prohibitions.

Any export or attempt to export the software either partially or in its entirety, related to the Service is governed by United States law and the laws of the jurisdiction in which you reside. Any export of software related to the Service or any portion thereof in any way prohibited by law or regulations issued by agencies of the United States federal government is hereby prohibited. Portions of the Service may include restricted computer software. Neither the Service nor any portion thereof nor the underlying information or technology may be downloaded or otherwise exported or re-exported: (a) into (or to a national or resident of) any U.S. embargoed country; (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals; or (c) to the U.S. Commerce Department's Denied Persons or Entities List or Table of Denial Orders. You hereby represent and warrant that you are not located in or the resident of any such country or on any such list.

## **B. End User Terms and Conditions**

## 1. Ownership.

This Service and all associated materials provided by OW are the solely-owned or licensed property of OW. The Service is licensed, not sold, to you under the terms of this Agreement. OW does not sell any title, ownership right, or interest in or to the Service. By using this Service, you are agreeing only to a non-exclusive, nontransferable license to use, according to the terms of this Agreement, the Service and any software programs or other proprietary material of third parties that are incorporated into the Service. OW reserves and retains all right, title, and interest (including but not limited to copyrights, patents, trademarks, and service marks and other intellectual property rights) in and to the Service and all associated materials. The remuneration paid for this product constitutes a license fee for the use of the Service.

## 2. Use.

- The copying, reproduction, duplication, translation, reverse engineering, adaptation, decompilation, disassembly, reverse assembly, modification, or alteration of the Service or any portion thereof is expressly prohibited without the prior written consent of OW except as provided for herein. The merger or inclusion of the Service or any portion thereof with any other computer program, and the creation of derivative works or programs from the Service or any portion thereof, is also expressly prohibited without the prior written consent of OW or as provided for herein.
- 2. Neither the Service nor any part thereof may be rented, leased, sold, assigned, transferred, re-licensed, sub-licensed, or conveyed for any purpose. Any attempted rental, lease, sale, assignment, transfer, re-license, sub-license, conveyance, gift, or other disposition of the Service in violation of this Agreement is null and void. Any act or failure to prevent an act in violation of this Agreement may result in civil and/or criminal prosecution.

3. Programs or software developed and/or owned by entities other than OW and included with or incorporated into the Service ("Third Party Software") is subject to and its use is governed by this Agreement. The use of Third Party Software except as for any purpose other than its intended use in conjunction with the Service is prohibited.

## 3. Registration and Identifying Information.

You hereby represent and warrant that any and all information provided by you to OW shall be complete, true, accurate, and current in all respects, and that you shall update any changes to information as soon as such changes occur. When providing any identifying information about students or minors, you hereby guarantee that you are authorized to provide such information and that you have read and agreed to the terms of the Privacy Policy included in this Agreement and associated with this Service.

## 4. Hosting Policy.

- 1. OW may but is not obligated to provide database services to manage student records solely related to the use and application of the Service ("Hosting Services").
- 2. Hosting Services provided by OW in connection with the purchase and use of the Service are included in the price of the Service and OW is not responsible nor will OW provide or offer any discounts or credits if you do not have adequate facilities or equipment to utilize the Hosting Services.
- 3. You agree to exercise the utmost vigilance and care in protecting all information to be transmitted via OW's Hosting Services. OW is not responsible for any lost, stolen, or otherwise mismanaged data transmitted pursuant to this Agreement.
- 4. Any and all information transmitted pursuant to this Agreement shall be subject to and covered by the indemnifications, liability limitations, and Privacy Policy included herein.
- 5. OW reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Hosting Services (or any part thereof) with or without notice. OW shall not be liable to you, the User, or to any third party for any modification, suspension, or discontinuance of the Hosting Services, for your or any third party's use of the Hosting Services, or for any damages originating therefrom. In no event shall you be entitled to receive a rebate, refund, credit or reduction of the license fee which you have agreed to pay for the Service or Site Content.

## 5. Third Party Sites and Content.

The Service contains (or may send you through or to) links to other websites ("Third Party Sites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third Party Content"). OW does not check such Third Party Sites and Third Party Content for accuracy, appropriateness, or completeness and OW is not responsible for any Third Party Sites accessed through use of the Service or for any Third Party Content posted on, available through, or installed from the Service, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third Party Sites or the Third Party Content. Inclusion of, linking to, or permitting the use or installation of any Third Party Site or any Third Party Content does not imply approval or endorsement thereof by OW. Although some computers may employ filtering software to prevent access to certain Third Party Sites, OW shall have no responsibility or liability whatsoever for any Third Party Sites or Third Party Content accessed through use of the Service

## 6. User Conduct.

You represent, warrant, and agree that no materials of any kind submitted through your account or otherwise created, used, posted, transmitted, or shared by you or others through you, on or through the Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights; or contain libelous, defamatory, or otherwise unlawful material. You further agree not to use the Service to:

- 1. collect email addresses or other contact information of other users of the Service;
- 2. send unsolicited communications to other users of the Service:
- 3. use the Service in any unlawful or unauthorized manner or in any other manner that could damage, disable, overburden, or impair the Service or the intellectual property rights owned by OW as described elsewhere herein;
- 4. upload, post, transmit, share, store, or otherwise make available any content that OW deems harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically, or otherwise objectionable;
- 5. misrepresent yourself, your age, or your affiliation with any person or entity;
- 6. upload, post, transmit, share, or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- 7. upload, post, transmit, share, store, or otherwise make publicly available through the Service any private information of any third party;
- 8. solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial, unauthorized, or unlawful purposes;
- 9. upload, post, transmit, share, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- 10. intimidate or harass another;
- 11. upload, post, transmit, share, store, or otherwise make available content that would constitute, encourage, or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law;
- 12. use or attempt to use another's account, service, or system or create a false identity on the Service;
- 13. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service;
- 14. upload, post, transmit, share, store, or otherwise make available content that infringes any proprietary rights of any party or defames, slanders, or libels any party, or otherwise violates any law of the United States or the jurisdiction in which you reside;
- 15. upload, post, transmit, share, store, or otherwise make available content that, in the sole judgment of OW, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose OW or its users to any harm or liability of any type.

## 7. User Content.

You are solely responsible for the profiles (including any name, image, or likeness), messages, notes, text, information, listings, and other content that you upload, publish, or display on or through the Service ("User Content"). Posting, transmitting, or sharing User Content through the Service that you did not create, that you do not have the rights to, or that you do not have permission to post is prohibited. You understand and agree that OW may, but is not obligated to, review and may delete or remove (without notice) any User Content in its sole discretion, for any reason or no reason, including User Content that in OW's sole judgment violates this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content you post or store on the Site or provide to OW. When you post User Content, you authorize and direct OW to make such copies thereof as OW deems necessary in order to facilitate the posting, storage, and use of the User Content. By posting User Content through any part of the Service, you automatically grant, and you represent and warrant that you have the right to grant, to OW an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and distribute such User Content for any purpose, commercial, advertising, or otherwise, on or in connection with the Service or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing.

## 8. Customization Tool.

Through your use of the Service, OW provides you access to an application allowing for the creation, modification, and deletion of portions of the Service and its related curriculum ("Customization Tool"). Your use of the Customization Tool is wholly governed by this Agreement. You shall not use the Customization Tool to create any materials which infringe any proprietary rights of any party or defames, slanders, or libels any party, or any content that OW deems in its sole discretion to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically, or otherwise objectionable, or otherwise violates any law of the United States or the jurisdiction in which you reside. OW shall retain all right, title, and interest in and to all materials originally provided as part of the Service. You shall not own any right, title, or interest in or to any material created through the use of the Customization Tool nor may you rent, lease, sell, assign, transfer, re-license, sub-license, convey, gift, or otherwise dispose of any material created through the use of the Customization Tool. OW shall own all right, title, and interest in and to any material created through the use of the Customization Tool unless such materials defame, libel, slander, or infringe or otherwise violate the rights of any third party or are unauthorized in OW's sole discretion. OW hereby disclaims for all purposes and in all circumstances any responsibility or liability for any materials created through the use of the Customization Tool.

## 9. Technical Support.

OW provides technical support to you only for your use of the Service. You must have uninterrupted Internet access in order to receive technical support. Under no circumstances will OW provide technical support for the following issues:

- Network issues such as Internet Service Providers, spy ware, viruses, loss of communication on the network and similar issues.
- 2. Hardware issues such as switches, hubs, modems, routers, firewalls and similar items.
- 3. Infrastructure issues such as power, electrical, or other instances beyond OW's reasonable control.
- 4. Issues not related to the use of the Service, as determined by OW in OW's sole discretion.

## C. Privacy Policy

OW institutes the terms of this privacy policy ("Privacy Policy") to ensure that Users' personally identifiable information ("PII") is maintained in a safe, secure, and responsible manner. The following describes how OW collects, uses, and shares the PII obtained from and about individuals who use the Service. This policy does not apply to information that OW may collect outside the use of the Service, such as over the phone, by fax, or through conventional mail. All children's educational records are protected as required by the Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA), and other applicable federal and state laws.

## 1. Information Collected.

- 1. OW may collect PII for purposes of administering educational programs, to improve the content of the Service and OW services, or for other commercial purposes. The only PII collected from you has been voluntarily submitted and provided to OW through your use of the Service, in response to surveys, or in response to other requests for information.
- 2. The types of information that OW may collect include but are not limited to: name, address, email address, services requested, student registration and enrollment information, and background information.
- 3. OW maintains all student data, student educational information, and student files as confidential in order to protect the privacy of students and schools. Strict security procedures ensure that student and school files and information are not disclosed to unauthorized parties.

## 2. OW Rights.

- 1. OW reserves the right to use "cookies" to personalize the online experience.
- 2. OW reserves the right to collect and log non-personal information related to your use of the Service.
- 3. OW reserves the right to share PII with affiliated companies and third parties. You can request that your PII not be shared with independent third parties by making a request in writing to the address listed below.
- 4. OW reserves the right to contact you for any reason related to the Service in OW's sole discretion and without any opt-out option.
- 5. OW reserves the right to disclose PII if required to do so by law or under the belief that such action is necessary to (a) comply with the law or with a legal process, (b) protect against misuse or unauthorized use of the Service, (c) enforce the terms of this Agreement, or (d) protect the personal safety or property of other users, the public, or OW employees.

## 3. Children.

OW takes all steps necessary to protect children and to comply with the Children's Online Privacy Protection Act (COPPA).

- 1. The only student PII collected by OW is first and last name, username, and password, and is supplied by you through student enrollment. Student PII is limited to what is required to identify the user and is only used to identify the user. OW may not require disclosure of more student PII than is reasonably necessary to utilize the Service.
- 2. Student PII is not disclosed to third parties. If OW were to disclose any student PII to third parties, the User or the student's parent or guardian would have the option to agree to the collection and use of the student PII without consenting to the disclosure of the PII to third parties.
- 3. Parents or guardians have the right to review their student's PII collected by OW, request that their child's PII be revised or deleted, or refuse to allow further PII to be collected by making a request in writing to the address listed below.

## 4. Third Party Web Sites.

This Privacy Policy applies only to the Service and not to the websites of partners, affiliates, or third parties. You may be required to accept additional policies prior to your use of links accessed through the Service. OW is not responsible for the privacy policies of third party websites.

## 5. Access and Corrections to PII and Opting Out of Further Communications.

Use the contact information below to request:

- 1. Corrections or updates of any PII in OW's database that you believe to be erroneous;
- 2. An opt-out of future communications from OW; or
- 3. OW to make reasonable efforts to remove PII from its online database. You acknowledge and accept that it may be impossible to delete personal information entirely because of backups and records of deletions.
- 4. You may access or correct your PII or opt out of further communications by writing to:

OdysseyWare, Inc. Attn: Legal Department 300 North McKemy Ave. Chandler, AZ 85226

## 6.Changes in Corporate Structure.

If all or part of OW or any of its affiliates are sold, merged, or otherwise transferred to another entity, the PII provided through use of the Service may be transferred as part of that transaction or process. The Family Educational Rights and Privacy Act (FERPA) protects children's educational records in the event of such a transaction or transfer.

## 7.Contact.

If you have any questions regarding this Privacy Policy, please contact:

## **OW Contact Information**

OdysseyWare, Inc. Attn: Legal Department 300 North McKemy Ave. Chandler, AZ 85226

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If you do not accept the terms of this agreement you will not be able to use the product.

## **System Requirements**

Workstation			Check My System	
Topic	Recommendation	Specific Setting	Notes	
Browser	Mozilla Firefox®	Version 3.x	We recommend Firefox for its ability to display math	
	Microsoft Internet Explorer®	Version 7 or higher	symbols correctly.	
	•		Firefox responds to ODYSSEYWARE caching and proxy headers more consistently.	
			Firefox also responds to JavaScript controls more consistently.	
Multimedia Rendering	Adobe® Flash®	Version 9.x or higher	Program may not work if Flash is not installed or not installed properly.	
PDF Reader	Adobe® Acrobat®	Version 9.x	Reports are generated as a PDF file.	
Caching	Turn off or otherwise	Set caching to zero or lowest	Browser caching can cause	

workstation level.

modify local caching at the possible setting and purge the browser history files.

lost work if the page is refreshed during the time the student has the lesson open.

## Firefox:

Tools > Options > Advanced > Network tab > and change Offline Storage to 0MB.

## **Internet Explorer:**

Tools > Internet Options > Browsing History "Settings" select "Every time I visit the webpage" and change disc space to use at 8MB.

Popup

Set popup blockers to allow popup windows from the **ODYSSEYWARE** application site.

## Firefox:

Tools > Options > Content > Exceptions for Block pop-up windows and allow for both owotw.com and owotw11.com The ODYSSEYWARE application uses popup windows for the "Translate" feature the other is used for the "Reference" feature.

## **Internet Explorer**:

Tools > Internet Options > Privacy > Settings and allow for both owotw.com and owotw11.com

Cookies

Browsers must be configured to both accept cookies and to not interfere with cookies.

**ODYSSEYWARE** application sites should be placed on the "allow cookies" list of the web browser.

**ODYSSEYWARE** uses cookies to identify which user(s) are connected to the application.

## Firefox:

Tools > Options > Privacy > Advanced > Make sure accepting cookies from sites and third-party cookies, also change "Keep until" to "I close Firefox."

**ODYSSEYWARE** does **NOT** use any cookies to gather personal information.

## **Internet Explorer**:

Tools > Internet Options > Privacy > Advanced > Check "Override automatic cookie handling." You need to "Accept" First and Third party Cookies.

Passwords

## Firefox:

Tools > Options > Security > Passwords > Uncheck "Remember For security reasons, it is recommended that the option for remembering passwords be turned off.

passwords for sites."

## **Internet Explorer**:

Tools > Internet Options > Content > AutoComplete Settings > Uncheck Web Addresses, Forms, User names and passwords on forms and prompt me to save passwords.

AutoComplete

Firefox:

Tools > Options > Privacy > Uncheck "Remember search and form history"

Internet Explorer: See password instructions.

Anti-Virus/Anti-Spyware Software

Topic

Filtering

If using AVG you must disable "link scanning."

software should be used and

If the user is entering data and a window pops up with what appears to be a list of

answers, the AutoComplete

function is likely turned on.

Anti-virus/Anti-Spyware

kept up-to-date.

## **Network and Appliances**

Put the ODYSSEYWARE

Recommendation

domains on whitelist and/or exception list of any filtering software that may

be in use.

Specific Setting

Add the following domains:

http://\*.owotw.com

http://\*.owotw11.com

Check My System

Consistent problems when saving of student work or teacher changes is an indication of the workstation losing connection to the

application.

Notes

Many connectivity issues are related to caching, filtering, and proxy interference.

**Proxy Servers** (Caching)

Put the ODYSSEYWARE domains on whitelist

and/or exception list of any

proxy servers.

Add the following domains:

http://\*.owotw.com

http://\*.owotw11.com

If there is caching on the network, users could see issues with logging in and sending answers to

ODYSSEYWARE because they are not accessing our servers but stored

copy of website.

configured to break Internet connections that are sustained

Some proxy servers are

for more than a prescribed

amount of time.

ODYSSEYWARE requires a sustained connection. If not configured for ODYSSEYWARE, the proxy will cause users to be

disconnected.

Wireless Connections If using a wireless network, we recommend Wireless connectivity may be unreliable and can be

the use of 802.11g or 802.11n.

Bandwidth

The amount of bandwidth required depends on how many users are requesting data, ODYSSEYWARE recommends 25kbps for each user.

Use a bandwidth log or speedtest to determine the amount of free bandwidth your location has to download the text, graphics, audio and video files that make up the ODYSSEYWARE curriculum and upload any work.

interfered with by other electronic devices.

Bandwidth refers to the capacity of a communications line/channel to transmit/receive information and is generally measured in bits, kilobits, megabits and gigabits.