



ENEMY SWIM DAY SCHOOL

KINDERGARTEN

2023-2024 ENROLLMENT PACKET

13525 446th Avenue, Waubay, SD 57273

(605) 947-4605 (888) 825-7738 FAX (605) 947-4188

Dear Parent/Guardian,

Enemy Swim Day School is honored to have your new kindergartener enroll at our school! We look forward to all the fun times learning new things with your child! To enroll in Kindergarten, a student must have turned the age of 5 on or before September 1st of 2023. All new students that are entering school must meet the following immunization requirements:

1. Four or more doses of DPT (one after the age of 4)
2. Four doses of oral polio (one after the age of 4)
3. Two doses of MMR (measles, mumps, and rubella) after the age of 12 months
4. Two doses of Varicella Vaccine (chicken pox vaccine) or parent signed verification the child has had the chicken pox.

Please include the following documents when enrolling:

- State Certified Birth Certificate
- Immunization Record or Release Signed by Parent/Guardian
- Social Security Number
- Tribal Enrollment (if child is an enrolled member of a tribe)
- Legal Guardianship Documents if needed

KINDERGARTEN STUDENT INFORMATION

FULL LEGAL NAME AS PRINTED ON BIRTH CERTIFICATE:

First Name Middle Name Last Name

Ethnicity: Hispanic/Latino Not Hispanic/Latino
Race: American Indian or Alaska Native Asian White Black or African American Native Hawaiian/Other Pacific Islander

Date of Birth: _____ Male _____ Female _____

Place of Birth: _____
City State County

Has your child been evaluated for or receiving Special Education/504 services? YES NO



Kindergarten Enrollment Form



ENEMY SWIM DAY SCHOOL



STUDENT INFORMATION

Preferred Name: _____

first name

last name

Ethnicity: No, Not Hispanic/Latino
 Yes, Hispanic/Latino

Race: American Indian or Alaska Native
 Asian White

Black or African American
 Native Hawaiian/Other Pacific Islander

HOME PHONE: _____

Use this number for the School Messenger Service? YES NO

Street Address: _____

City: _____

If student lives in ES Housing, are they allowed to walk home? YES NO

Mailing: _____

Address

City

State

Zip Code

If tribally enrolled, name of Tribe: _____

If SWO Tribal Member, District: _____

FAMILY INFORMATION-Primary Household

Parent/Guardian #1 (Primary contact for school communication)

Full Name: _____

first name

last name

Relationship to Student

Cell Phone: _____

Email: _____

SCHOOL MESSENGER SERVICE: Call Only Text Only Call & Text Email Only Call/Text/Email

If tribally enrolled, name of Tribe: _____

If SWO Tribal Member, District: _____

Parent/Guardian #2

Full Name: _____

first name

t name

Relationship to Student

Cell Phone: _____

Email: _____

If tribally enrolled, name of Tribe: _____

If SWO Tribal Member, District: _____

EMERGENCY CONTACT INFORMATION

Contact Name: _____

Relationship to Child: _____

Contact Phone Number: _____

Contact Name: _____

Relationship to Child: _____

Contact Phone Number: _____

We here at Enemy Swim Day School understand the diversities that exist in today's families and at times, when parents/guardians are not available, we need permission to communicate with other significate adults. If you have a significant other (grandparent/step-parent, sibling, etc.) who may routinely act on your behalf or attend meetings with you, please complete the section below.

NAME: _____ Relationship to Child: _____

NAME: _____ Relationship to Child: _____

The above named person(s) have my permission to have access to all information and records regarding this student. I understand that ESDS will contact this person if I am unavailable and he/she will have permission to act on my behalf.

signature of parent/guardian

date

Student's Name: _____

DOB _____

23-24 GRADE LEVEL _____

Enemy Swim Day School Medical/Dental Permission Form

Sometimes it is necessary to give over-the-counter medications at school for routine symptoms or illness. We need to have your permission to give these medications. Please check the medications below that may be given to your child during an illness or for other minor symptoms.

_____ Tylenol _____ Pepto Bismol _____ Cough Drops _____ Throat Spray
_____ Ibuprofen _____ Tums _____ Cough Syrup _____ Midol

Please list any medical conditions that we need to be aware of: _____

*****Please see the School Nurse if your child has any food allergies or dietary restrictions for proper documentation.***

Consent to test for COVID-19 if symptoms are present: YES NO

CONSENT TO BE SEEN ONSITE AND SHARING OF HEALTH DATA BETWEEN ESDS – ASNIPYAPI CLINIC – IHS. Health care including examinations, routine laboratory studies, x-ray procedures and skin test. Emergency health care for accidents or illness. And transportation of the child to and/or from another health facility for these services. YES NO

Parent/Guardian Signature: _____ 2023-2024 SY

DEPARTMENT OF HEALTH AND HUMAN SERVICES INDIAN HEALTH SERVICES Woodrow Wilson Keeble Memorial Health Care Center

As parent/guardian of the child listed above, I have read the consent form for the Indian Health Service to arrange for or to provide the following dental health services for this child.

1. Dental care including dental examinations for sealants and fluoride varnish.

I hereby give consent for the above dental services: YES NO

Exceptions or Special Instructions: _____

Parent/Guardian Signature _____

Relationship to Child _____

Date _____

South Dakota Immunization Information System (SDIIS) Access Agreement

To ensure the South Dakota Department of Health is aligning with the Health Insurance Portability and Accountability Act (HIPAA) Omnibus Rule, a School Health Official must obtain parent, guardian or legal representative agreement before accessing a student's immunization record in the South Dakota Immunization Information System (SDIIS). No student record shall be accessed by a School Representative in the SDIIS without parent, guardian or legal representative agreement.

Student Last Name: _____

Student First Name: _____

DOB: _____

I give permission to **Enemy Swim Day School, 13525 446th Avenue, Waubay, SD 57273** to access the above child's immunization record in the South Dakota Immunization Information System.

Date: _____ Signature: _____
(Parent/Guardian or Legal Representative)

In lieu of written consent, verbal consent was obtained from _____.

Date: _____ Signature: _____
(School Official)

AUTHORIZATION FOR USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION

COMPLETE ALL SECTIONS, DATE, AND SIGN

I, _____, hereby voluntarily authorize the disclosure of information from my health record. *(Name of Patient)*

II. The information is to be disclosed by:	And is to be provided to:
NAME OF FACILITY	NAME OF PERSON/ORGANIZATION/FACILITY
ADDRESS	ADDRESS
CITY/STATE	CITY/STATE

III. The purpose or need for this disclosure is:

Further Medical Care
 Attorney
 School
 Research
 Other (Specify) _____
 Personal Use
 Insurance
 Disability
 Health Information Exchange (IHS/Other _____)

IV. The information to be disclosed from my health record: (check appropriate box(es))

Only information related to (specify) _____
 Only the period of events from _____ to _____
 Other (specify) (CHS, Billing, etc.) _____
 Entire Record

If you would like any of the following sensitive information disclosed, check the applicable box(es) below:

Alcohol/Drug Abuse Treatment/Referral
 HIV/AIDS-related Treatment
 Sexually Transmitted Diseases
 Mental Health (Other than Psychotherapy Notes)
 Psychotherapy Notes ONLY (by checking this box, I am waiving any psychotherapist-patient privilege)

V. I understand that I may revoke this authorization in writing submitted at any time to the Health Information Management Department, except to the extent that action has been taken in reliance on this authorization. If this authorization was obtained as a condition of obtaining insurance coverage or a policy of insurance, other law may provide the insurer with the right to contest a claim under the policy. If this authorization has not been revoked, it will terminate one year from the date of my signature unless a different expiration date or expiration event is stated. For Health Information Exchange authorizations, it is recommended to expire in at least five years.

(Specify new date)

I understand that IHS will not condition treatment or eligibility for care on my providing this authorization except if such care is:
(1) research related or (2) provided solely for the purpose of creating Protected Health Information for disclosure to a third party.

I understand that information disclosed by this authorization, except for Alcohol and Drug Abuse as defined in 42 CFR Part 2, may be subject to redisclosure by the recipient and may no longer be protected by the Health Insurance Portability and Accountability Act Privacy Rule [45 CFR Part 164], and the Privacy Act of 1974 [5 USC 552a].

SIGNATURE OF PATIENT OR PERSONAL REPRESENTATIVE <i>(State relationship to patient)</i>	DATE
SIGNATURE OF WITNESS <i>(If signature of patient is a thumbprint or mark)</i>	DATE

This information is to be released for the purpose stated above and may not be used by the recipient for any other purpose. Any person who knowingly and willfully requests or obtains any record concerning an individual from a Federal agency under false pretenses shall be guilty of a misdemeanor (5 USC 552a(i)(3)).

PATIENT IDENTIFICATION	NAME (Last, First, MI)	RECORD NUMBER
	ADDRESS	
	CITY/STATE	DATE OF BIRTH

**Instructions for Completing IHS Form 810 --
AUTHORIZATION FOR USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION**

1. Print legibly in all fields using dark permanent ink.
2. Section I, print your name or the name of patient whose information is to be released.
3. Section II, print the name and address of the facility releasing the information. Also, provide the name of the person, facility, and address that will receive the information.
4. Section III, state the reason why the information is needed, e.g., disability claim, continuing medical care, legal, research-related projects, etc. For an Health Information Exchange (HIE) other than IHS, please provide the name of the HIE.
5. Section IV, check the appropriate box as applicable.
 - a. **Only information related to** -- specify diagnosis, injury, operations, special therapies, etc.
 - b. **Only the period of events from** -- specify date range, e.g., Jan. 1, 2002, to Feb. 1, 2002.
 - c. **Other (specify)** -- e.g., Purchased Referred Care (PRC), Billing, Employee Health.
 - d. **Entire Record** -- complete record including, if authorized, the sensitive information (alcohol and drug abuse treatment/referral, sexually transmitted diseases, HIV/AIDS-related treatment, and mental health other than psychotherapy notes).
 - e. **IN ORDER TO RELEASE SENSITIVE INFORMATION REGARDING ALCOHOL/DRUG ABUSE TREATMENT/REFERRAL, HIV/AIDS-RELATED TREATMENT, SEXUALLY TRANSMITTED DISEASES, MENTAL HEALTH (OTHER THAN PSYCHOTHERAPY NOTES), THE APPROPRIATE BOX OR BOXES MUST BE CHECKED BY THE PATIENT.**
 - f. **Psychotherapy Notes ONLY -- IN ORDER TO AUTHORIZE THE USE OR DISCLOSURE OF PSYCHOTHERAPY NOTES, ONLY THIS BOX SHOULD BE CHECKED ON THIS FORM. AUTHORIZATIONS FOR THE USE OR DISCLOSURE OF OTHER HEALTH RECORD INFORMATION MAY NOT BE MADE IN CONJUNCTION WITH AUTHORIZATIONS PERTAINING TO PSYCHOTHERAPY NOTES.**

IF THIS BOX IS CHECKED WITH OTHER BOXES, ANOTHER AUTHORIZATION WILL BE REQUIRED TO AUTHORIZE THE USE OR DISCLOSURE OF PSYCHOTHERAPY NOTES ONLY.

Psychotherapy notes are often referred to as process notes, distinguishable from progress notes in the medical record. These notes capture the therapist's impressions about the patient, contain details of the psychotherapy conversation considered to be inappropriate for the medical record, and are used by the provider for future sessions. These notes are often kept separate to limit access because they contain sensitive information relevant to no one other than the treating provider.
 - g. When you opt-in to share information through the HIE, an expiration date must be entered.
6. Section V, if a different *expiration* date is desired, specify a new date. For HIE, a date 5 years in the future is recommended in order to provide health information for continuity of care.
7. Section V, Please sign (or mark) and date.
8. A copy of the completed IHS-810 form will be given to you.

OMB STATEMENT

Public reporting burden for this collection of information is estimated to average 10 minutes per response including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Indian Health Service, Office of Management Services, Division of Regulatory Affairs, Mail Stop 09E70, 5600 Fishers Lane, Rockville, MD 20857, RE: OMB No. 0917-0030. Please **DO NOT SEND** this form to this address.

ED 506 Form
Indian Student Eligibility Certification Form for Title VI Indian Education Formula Grant Program

Parent/Guardian: This form serves as the official record of the eligibility determination for each individual child included in the student count for the Title VI Indian Education Formula Grant Program. If you choose to submit a form, your child could be counted for funding under the program. The grantee receives the grant funds based on the number of eligible forms counted during the established count period. You are not required to complete or submit this form unless you wish for your child(ren) to be included in the Indian student count. This form should be kept on file with the grant applicant and will not need to be completed every year. Where applicable, the information contained in this form may be released with your prior written consent or the prior written consent of an eligible student (aged 18 or over), or if otherwise authorized by law, if doing so would be permissible under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and any applicable state or local confidentiality requirements.

Student Information

Name of the Child _____ Date of Birth _____ Grade level _____

Name of School ENEMY SWIM DAY SCHOOL School District Enemy Swim Day School

Tribal Membership

The individual with Tribal membership is the (select only one): child child's parent child's grandparent

If the individual with Tribal membership is **not** the child listed above, name the individual (parent/grandparent) with tribal membership: _____

Name and address of Tribe or Band that maintains updated and accurate membership data for the individual listed above:

Name _____ Address _____

City _____ State _____ Zip Code _____

The Tribe or Band is (select only one):

- Federally Recognized Tribe
- State Recognized Tribe
- Terminated Tribe
- Alaska Native
- Member of an organized Indian group that received a grant under the Indian Education Act of 1988 as it was in effect October 19, 1994.

Proof of membership in Tribe or Band listed above, as defined by Tribe or Band is:

- Membership or enrollment number establishing membership (if readily available) or
- Other evidence establishing membership in the Tribe listed above (describe and attach)

Membership or enrollment number establishing membership (if readily available) or other evidence establishing membership in the Tribe listed above (describe and attach). _____

Attestation Statement

I verify that the information provided above is true and correct to the best of my knowledge and belief.

Printed Name of Parent/Guardian _____ Signature _____

Address _____ City _____ State _____ Zip Code _____

Phone Number _____ Email _____ Date _____

For Parent/Guardians:

Definitions:

Indian means an individual who is (1) A member of an Indian Tribe or Band, as membership is defined by the Indian Tribe or Band, including any Tribe or Band terminated since 1940, and any Tribe or Band recognized by the State in which the Tribe or Band resides; (2) A descendant of a parent or grandparent who meets the requirements described in paragraph (1) of this definition; (3) Considered by the Secretary of the Interior to be an Indian for any purpose; (4) An Eskimo, Aleut, or other Alaska Native; or (5) A member of an organized Indian group that received a grant under the Indian Education Act of 1988 as it was in effect on October 19, 1994.

Student Information: Write the name of the child, date of birth, grade level, name of school and school district. Only name one child per form.

Tribal Membership: Write the name of the individual with the tribal membership, if it is not the child listed. Only one name is needed for this section, even though multiple persons may have tribal membership. Select only one identifier: the child, child's parent or grandparent, for whom you can provide membership information.

Write the name and address of the organization that maintains updated and accurate membership data for such Tribe or Band of Indians. The name does not need to be the official name as it appears exactly on the Department of Interior's list of federally recognized Tribes, but the name must be recognizable and be of sufficient detail to permit verification of the eligibility of the Tribe. Check only one box indicated whether it is a Federally Recognized, State Recognized, Terminated Tribe or Organized Indian Group. Write the enrollment number establishing the membership for the child, parent or grandparent, if readily available, or other evidence of membership.

Attestation Statement: Provide the printed name of parent/guardian and signature, address, phone number and email of the parent or guardian of the child. The signature of the parent or guardian of the child verifies the accuracy of the information supplied.

Paperwork Burden Statement: According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1810-0021. The time required to complete this portion of the information collection per type of respondent is estimated to average: 15 minutes per Indian student certification (ED 506) form; including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: U.S. Department of Education, Washington, D.C. 20202-4651. If you have comments or concerns regarding the status of your individual submission of this form, write directly to: Office of Indian Education, U.S. Department of Education, 400 Maryland Avenue, S.W., LBJ/Room 3W238, Washington, D.C. 20202-6335

STUDENT NAME: _____ GRADE: _____

Enemy Swim Day School 23-24 Authorization Form

FIELD TRIPS YES NO

During the school year at Enemy Swim Day School, teachers arrange educational field trips to enrich the student's educational experience. Parents are asked to sign one permission form covering ALL excursions rather than a separate form for each short trip. (If a field trip's time frame falls out of the normal school hours, a separate permission form will be provided.) I give permission for my child to participate in the field trips that Enemy Swim Day School will be taking during the school year. I further consent to any medical or dental treatment that may be needed while attending these school functions.

PUBLICITY RELEASE YES NO

I hereby and irrevocably consent to and authorize the use, publication and reproduction in any and all media at any time by Enemy Swim Day School or anyone it authorizes, of any and all photographs/video/audio taken of my child listed of whom I am authorized as guardian, with or without names, for purposes of positive school promotion or whatever the case may be.

I understand that this coverage may place my child's picture, voice, video with or without further explanation, alone or accompanied by other pictures in a story, on a website, yearbook, web-based app or on a cover of anyone it authorizes, from any and all claims whatsoever relating to or arising from the uses consented above.

I am over 18 years of age, have read this consent and release, or have had it read and explained to me in my native language, fully understand its contents, and enter into it voluntarily and without coercion.

PARENT/GUARDIAN SIGNATURE: _____

PARENT/GUARDIAN PRINTED NAME: _____

DATE: _____

ENEMY SWIM DAY SCHOOL

HOME LANGUAGE SURVEY

English Language Learner (ELL) provisions are included under Title I and Title III of No Child Left Behind (NCLB). Title I outlines the state standards, assessment, annual yearly progress, and other accountability requirements for ELL students. Title III provides funding to state and local education agencies who are obligated by NCLB to increase the English proficiency and core academic content knowledge of Limited English Proficient students (another term is ELL-English Language Learners, although NCLB uses the term "LEP" for Limited English Proficiency).

- What is the language most frequently spoken at home? _____
- Which language did your child learn when he/she first began to talk? _____
- What language does your child most frequently speak at home? _____
- What language do you most frequently speak to your child? _____

CERTIFICATION INTENSE BILINGUAL PROGRAMS

This form will be used by our school to determine the type of services it will provide your child in language development. The school needs more accurate information on whether your child is influenced by the Native American language or not. For some students, our school must provide instruction in both English and the Native American language so that the students will progress in language development. Please check the appropriate boxes below that describe your child's Native American Language status and sign below.

A student's primary or home language is other than English which meets one of the following eligibility criteria:

- (1) Student has some knowledge of both English and the Native American Language (understanding/speaking) or is influenced in any manner by a Native American Language.
- (2) Student speaks a Native American Language most of the time, i.e., during play or family conversation.
- (3) A Native American Language is spoken in the student's home most of the time, i.e., by family members.
- (4) Other (please explain) _____

For our school to receive additional funds to provide instruction both in the Native American and English Language, we must have this form signed below by the parent/guardian.

Parent/Guardian Signature: _____

Printed Parent/Guardian Name: _____

ENEMY SWIM DAY SCHOOL

2023-2024 BIE McKinney-Vento Student Residency Verification Document

This document is intended to address the McKinney-Vento Act. Your answers will help the administrator determine residency documents necessary for enrollment of this student.

Name of Student: _____ Age: _____ Grade: _____

1. Presently, where is the student living? Check one box:

SECTION A	SECTION B
<input type="checkbox"/> in a shelter <input type="checkbox"/> with more than one family in a house or apartment <input type="checkbox"/> in a motel, car or campsite <input type="checkbox"/> with friends or family members (other than parent/guardian) <i>CONTINUE: if you checked a box in Section A complete #2 and the remainder of this form.</i>	<input type="checkbox"/> Choices in Section A do not apply STOP: If you checked this section, you do <u>not</u> need to complete the remainder of this form. Submit to school personnel.

STUDENT INFORMATION:

Birthdate: ____/____/____ Male Female SSN: _____

2. The student lives with:

- | | |
|---|--|
| <input type="checkbox"/> 1 parent | <input type="checkbox"/> a relative, friend(s) or other adult(s) |
| <input type="checkbox"/> 2 parents | <input type="checkbox"/> alone with no adults |
| <input type="checkbox"/> 1 parent & another adult | <input type="checkbox"/> an adult that is not the parent or the legal guardian |

Name of Parent(s)/Legal Guardian(s): _____

Address: _____ Zip: _____ Phone: _____

Signature of Parent/Legal Guardian: _____ Date: _____

School Use Only – School Administrator’s determination of Section A circumstances:

If the parent has checked Section B above, completion of form is not required. For any choice in Section A, this form must be completed and provided to School Registrar immediately after completion. Form will be kept separately from the Student Permanent Record for audit purposes during the year.

ENEMY SWIM DAY SCHOOL 13525 446th Avenue, Waubay, South Dakota 57273 (605) 947-4605

School Administrator Signature: _____

Enemy Swim Day School Compact

2023-2024 School Year

This compact is to be signed by parent/guardian, student, teacher and principal.

As a Parent/Guardian, I will strive to:

- believe my child can learn;
- show respect and support for my child, the staff, and the school;
- ensure that my child attends school regularly and is on time as stated in student attendance policies;
- provide a quiet place for my child to study at home;
- encourage my child to complete all homework assignments;
- attend parent-teacher conferences at the end of the first and third quarters, annually;
- support the objectives of the Educational Improvement Plan (if my child has one);
- monitor my child's progress on Infinite Campus;
- communicate regularly with my child's teacher and respond to communications from the school;
- support the school in developing positive behaviors in my child;
- talk with my child about his or her school activities each day;
- encourage my child to read at home and apply all their learning to daily life; and
- encourage and support my child in awareness and participation in cultural activities.

As a student, I will strive to:

- believe that I can learn;
- show respect for myself, my school and other people;
- always try to do my best in my work and my behavior;
- ensure that I attend school regularly and will be on time as stated in student attendance policies;
- work together with students and staff for my educational success;
- display appropriate behavior and make good choices in the classroom and throughout the school;
- come to school prepared with my homework and supplies; and
- be proud of my cultural heritage and get involved in cultural activities.

As a Teacher, I will strive to:

- believe that each child can learn;
- respect and value the uniqueness of each child and his or her family;
- provide an environment that promotes active and engaged learning;
- enforce appropriate behavior in the classroom and throughout the school in a fair and consistent manner;
- assist each child in achieving the standards-based curriculum at proficiency level;
- document ongoing assessment of each child's academic progress through the school-wide assessment plan;
- provide an educational improvement plan for each student who is below proficiency in reading or math with specific objectives and strategies for improved achievement at proficiency;
- provide parents with weekly progress reports (on Infinite Campus), mid-quarter a quarterly written progress reports and portfolios, conferences at the end of the first and third quarters annually, and anytime upon parent request;
- maintain open lines of ongoing communication with students and parents;
- seek ways to involve parents in the school program;
- demonstrate professional behavior and a positive attitude; and
- promote learning opportunities that enhance each child's unique culture and identity.

As a School Principal, I represent all ESDS staff in affirming this contract and will strive on the school's behalf to:

- provide opportunities for parents to be involved in the school and with their child's education in a manner which is individually desired: school improvement planning, parent advisory boards for school programs, and parent organizations, classroom visitations and volunteering;
- provide parents with an ESDS Parent Handbook which outlines curriculum, policies and procedures, processes, the school improvement plan, school activities and calendars;
- provide opportunities and a plan for professional development for staff and parents according to the school improvement plan;
- ensure that all staff are highly qualified for the position which they hold;
- ensure an annual review of curriculum, course guidelines and provide continual educational improvement and cultural relevancy.

PARENT/GUARDIAN SIGNATURE: _____

STUDENT SIGNATURE: _____

TEACHER SIGNATURE: _____

PRINCIPAL SIGNATURE: _____

2023-2024 ENEMY SWIM DAY SCHOOL ACCEPTABLE USE OF TECHNOLOGY AGREEMENT

STUDENT NAME: _____ **GRADE:** _____

Internet access and E-Mail are available to students, teachers, and other employees at Enemy Swim Day School. ESDS believes the Internet offers vast, diverse, and unique resources to students, teachers, and employees. Our goal in providing this service is to promote educational excellence in schools by facilitating resource sharing, innovation, and communication.

While our intent is to make Internet access available to further educational goals and objectives, students may find ways to access other materials as well. We believe that the benefits to students from access to the Internet, in the form of information resources and opportunities for collaboration, exceed any disadvantages; but ultimately, parents and guardians of minors are responsible for setting and conveying the standards that their children should follow when using media and information sources.

Please read through this agreement of acceptable use, sign and return to the front office. This copy will be kept in the student's cumulative file.

I. Introduction

The Children's Internet Protection Act (CIPA), 47 U.S.C. §254(h)(5) require schools to implement certain measures and actions to ensure that students are restricted from accessing inappropriate materials online using school-owned computers. Enemy Swim Day School's Acceptable Network and Internet Use Policy (hereinafter "AUP") is intended to set forth the specific obligations and responsibilities of all users, including students and staff, who access the ESDS's Network, and to ensure such use complies with the CIPA requirements.

"Network" is defined as any and all Enemy Swim Day School owned computers, servers, hardware or software, the ESDS's local area network, wireless access points, the Internet, Internet 2, the ESDS intranet, email, chat rooms, other forms of direct electronic communications or other communications equipment provided by ESDS regardless of the physical location of the user. This AUP applies even when ESDS provided equipment (laptops, tablets, etc.) is used on or off premises of School property.

II. Acceptable Use

The Network may be used only as a tool to support and advance the functions of the Enemy Swim Day School as well as its curriculum and educational programs. Access to the School's Network is a privilege and not a right. Users of the Network are responsible for their behavior and communications over the Network and access to Network services will be provided only to those staff and students who agree to act in a considerate and responsible manner and in accordance with the ESDS's Internet Safety Policy and this AUP.

Students may use the Network only in support of educational activities consistent with the educational objectives of the Enemy Swim Day School. Use of the Network must be in compliance with applicable laws, including all copyright laws and all materials on the Network should be presumed to be copyrighted.

Each student must sign this AUP annually to confirm that the student has read and understands this policy and agrees to abide by it. Parents or guardians must also sign this AUP and submit it to the Enemy Swim Day School.

III. Network Etiquette

Users are expected to abide by generally accepted rules of network etiquette (netiquette). These include but are not limited to:

- A. Be polite. Do not send or encourage others to send messages that are abusive or otherwise fall in the definition of Prohibited Use in Section IV.
- B. Use appropriate language. Remember you are a representative of ESDS on a non-private network. You may be alone on a computer but what you write can be viewed around the world. Do not swear, use vulgarities or any other inappropriate language.

- c. All communications and information accessible via the Network should be considered private property that you cannot appropriate for your own use without appropriate attribution and consent.

IV. Prohibited Use

ESDS reserves the absolute right to define prohibited use of the Network, adopt rules and regulations applicable to Network use, determine whether an activity constitutes a prohibited use of the Network, and determine the consequence of such inappropriate use. Prohibited use includes but is not limited to the following:

- 1) Violating any state or federal law or tribal ordinance, such as: Accessing or transmitting pornography of any kind, obscene depictions, harmful materials, materials that encourage others to violate the law, confidential information or copyrighted materials;
- 2) Criminal activities that can be punished under law;
- 3) Selling or purchasing illegal items or substances;
- 4) The unauthorized collection of email addresses ("harvesting") of e-mail addresses from the Global Address List and other ESDS directories;
- 5) Obtaining and/or using anonymous email sites; spamming; spreading viruses;
- 6) Circumvention of the ESDS's Technology Protection Measure/filter to access blocked sites;
- 7) Disclosure of minors' personal information without proper authorization;
- 8) Students' disclosure of personal information such as the student's name, address, phone number, password or social security number, to other users when engaging in online activities including but not limited to chat rooms, email, social networking web sites
- 9) Causing harm to others or damage to their property, such as:
 1. Using profane, abusive, or impolite language; threatening, harassing, bullying or making damaging or false statements about others or accessing, transmitting, or downloading offensive, harassing, or disparaging materials;
 2. Deleting, copying, modifying, or forging other users' names, emails, files, or data; disguising one's identity, impersonating other users, or sending anonymous email;
 3. Damaging computer equipment, files, data or the network in any way, including intentionally accessing, transmitting or downloading computer viruses or other harmful files or programs, or disrupting any computer system performance. Parents will be responsible for replacement cost of damaged equipment;
 4. Using any ESDS computer to pursue "hacking," internal or external to ESDS, or attempting to access information protected by privacy laws; or
 5. Accessing, transmitting or downloading large files, including "chain letters" or any type of "pyramid schemes".
- 10) Engaging in uses that jeopardize access or lead to unauthorized access into others' accounts or other computer networks, such as:
 1. Using another's account password(s) or identifier(s);
 2. Interfering with other users' ability to access their account(s); or
 3. Disclosing your own or anyone's password to others or allowing them to use your or another's account(s).
- 11) Using the network or Internet for Commercial purposes:
 1. Using the Internet for personal financial gain;
 2. Using the Internet for personal advertising, promotion, or financial gain; or
 3. Conducting for-profit business activities and/or engaging in non-government related fundraising or public relations activities such as solicitation for religious purposes, lobbying for personal political purposes.

V. Off-Premise Use of Network

Students under the age of 18 should only access ESDS-assigned email accounts and/or other Network components including but not limited to school-assigned computers such as laptops, tablets or e-readers off of school premises if a parent or legal guardian supervises their usage at all times. The student's parent or guardian is responsible for monitoring the minor's off-premise use of the Network and ensuring such use complies with this AUP.

VI. Disclaimer

ESDS makes no guarantees about the quality of the services provided and is not responsible for any claims, losses, damages, costs, or other obligations arising from use of the Network or accounts. Any additional charges a user accrues due to the use of the ESDS's network are to be borne by the user. ESDS also denies any responsibility for the accuracy or quality of the information obtained through

user access. Any statement, accessible on the computer network or the Internet, is understood to be the author's individual point of view and not that of ESDS, its affiliates, or employees.

VII. Enforcement

Prohibited use of the Network may, for students, result in disciplinary action up to and including suspension or expulsion from school or, for employees, suspension or termination of employment. Where circumstances warrant, prohibited use of the Network may be referred to law enforcement authorities.

When a school administrator has a reasonable belief that a student has violated a school rule, policy or the law, and there are facts and inferences that would cause a reasonable person to suspect that a search of the student's personal technology device(s) will reveal evidence of a violation of said ESDS rule, policy or the law, the administrator shall have the authority to search such device, provided that the scope of the search relates to the suspected violation giving rise to the reasonable suspicion.

CYBER-BULLYING

Cyber bullying is all form of harassment over the Internet or other forms of electronic communications, including cell phones. Students and staff will refrain from using communication devices or School property to harass or stalk another. The School's computer network and the Internet, whether accessed at school or away from school, during or after school hours, may not be used for the purpose of cyber bullying. All forms of cyber bullying are unacceptable and viewed as a violation of this policy and the School's acceptable computer use policy and procedures.

Users are responsible for the appropriateness of the materials they transmit. Hate mail, harassment, discriminatory remarks, or other anti-social behaviors are expressly prohibited. Cyber bullying includes, but is not limited to the following misuses of technology: harassing, teasing, intimidating, threatening, or terrorizing another person by sending or posting inappropriate and hurtful e-mail messages, instant messages, text messages, digital pictures or images, or web site postings, including blogs. It is also recognized that the author (poster or sender) of the inappropriate material is often disguised (logged on) as someone else.

Students and community members, who believe they have been victims of such misuses of technology, as described in this policy, should not erase the offending material from the systems. A copy of the material should be brought to the attention of a principal or teacher.

In situations in which cyber bullying originated from a non-school device, but brought to the attention of the school staff, any disciplinary action shall be based upon whether the conduct is determined to be severely disruptive of the educational process so that it markedly interrupts or severely impedes the day to day operations of the school. In addition, such conduct must also violate a school policy. Such conduct includes, but is not limited to, threats, or making threats off school grounds, to harm a member of the school staff or a student.

Malicious use of School's computer system to develop programs or to institute practices that harass other users to gain unauthorized access to any entity on the system and/or change the components of an entity on the network is prohibited. Disciplinary action may include, but is not limited to, the loss of computer privileges, detention, suspension, or expulsion for verified perpetrators of cyber bullying. In addition, when any kind of threat is communicated or when a hate crime is committed it may be reported to law enforcement.

I have read, understand and agree to comply with this 2023-2024 Enemy Swim Day School Acceptable Use of Technology Agreement.

Student Signature

Date

Parent/Guardian Name Printed

Parent/Guardian Signature

STUDENT NAME: _____

GRADE: _____

ENEMY SWIM DAY SCHOOL 2023-2024 MOBILE DEVICE ACCEPTABLE USE POLICY AGREEMENT FORM

PARENT/GUARDIAN AGREEMENT

I authorize my child to bring a personal Mobile Device to school with the understanding that it will be used only as a tool for educational purposes during class time and that my child will comply with the **Enemy Swim Day School Mobile Device Acceptable Use Policy**. I understand that Enemy Swim Day School is not responsible for any damage or loss associated with my child's Mobile Device. I understand that a violation of the policy may result in the loss of the privilege for my child to bring a Mobile Device to school for a length of time appropriate with the nature of the violation. I also understand that I will be contacted to pick up the device from school should a violation occur.

PARENT/GUARDIAN PRINTED NAME: _____

PARENT/GUARDIAN SIGNATURE: _____

DATE: _____

STUDENT AGREEMENT

I agree to abide by all regulations set forth in **Enemy Swim Day School's Mobile Device Acceptable Use Policy**. I understand that a violation of the policy may result in the loss of privilege to bring the device to school for a length of time appropriate with the nature of the violation.

STUDENT SIGNATURE: _____

STUDENT PHONE NUMBER: _____ OR

MOBILE DEVICE SERIAL NUMBER: _____ OR

MOBILE DEVICE MAKE/MODEL: _____

First violation of use, staff keeps device until end of class. Second violation, device will be in the front office until end of the day. Third violation, parent/guardian must pick-up device from the front office. Fourth violation, device must be checked into the front office each day.

VIOLATIONS:

1- _____

2- _____

3- _____

4- _____

Mobile Devices are digital devices like Smart Phones, iPads, iPods, and tablets that are universal in our digital culture. They simply cannot be ignored in an educational environment. Enemy Swim Day School embraces the use of technology in classrooms and welcomes the use of electronic devices to enhance student learning.

Enemy Swim Day School, in striving to maintain technological relevance to education, is providing the opportunity for students to use these devices in accordance with this **Mobile Device Acceptable Use Policy**. This opportunity is a **privilege** that requires extra caution and responsibility both on the part of students and their parents. This policy applies when students are at school, on school transportation, or attending a school sponsored or school related off-campus activity.

MOBILE DEVICE ACCEPTABLE USE POLICY

The wide variety of hardware and software capabilities of available mobile devices makes them challenging to monitor and control in a school environment in contrast with school-owned technology assets like computers, tablets, etc. Therefore, this policy is specific and clear. **A student who violates any portion of the policy may immediately lose the privilege to use their devices at school, on school transportation, or while attending a school sponsored or school related off-campus activity.** Length of time administered for any violation of this policy will be appropriate with the nature of the violation.

GUIDELINES FOR USE OF MOBILE DEVICES AT SCHOOL

1. School administrators/officials may examine a student's personal device and search its contents if there is a reason to believe that school policies, regulation, or guidelines regarding use of the device have been violated.
2. Any device brought to school for the purpose of use in academics of school approved materials and to access instructor approved programs to assist students in studies must be registered with the main office of the school site and accompanied by the **Mobile Device Acceptable Use Agreement Form** signed by both the parent and the student.
3. Mobile Devices shall be used only for the purposes outlined in number two (2) above and in accordance with teacher instruction.
4. Mobile Devices shall not become a distraction for the student and/or other students, nor a source of any school disruption.
5. Students may access Mobile Devices before school, at lunch and after school in appropriately zoned and supervised areas only, with a staff member present and according to Technology Acceptable Use Policy.
6. Students are responsible for knowing how to properly and effectively use their Mobile Devices which should not become a burden to the teacher.
7. Students bringing their own Mobile Devices are personally responsible for the device. No personal Mobile Devices shall be loaned to other students or be left unsupervised. Parents shall assume responsibility and ultimate liability in the event that a personal Mobile Device is found to have access to networks outside of the school's filtered and monitored network.
8. The school assumes no responsibility for the loss of, theft of, or damage to any personal Mobile Device.
9. Students who are authorized to check-out a school-owned Mobile Device must also have a signed **Mobile Device Acceptable Use Agreement Form** on file in the school office.
10. All material on the Mobile Device shall comply with the spirit of educational application and all policies of the school.
11. Although parents/guardians may need to communicate with their child via mobile devices, please keep in mind that students will only be allowed to access/respond during NON-instructional times.
12. No student shall use a Mobile Device to photograph or record other students or staff in the school without consent.

OST Afterschool Program Permission Form 2023-2024

Student Name: _____ Grade: _____

MONDAY: _____ REQUIRED _____ CHOICE _____ NO, may not attend
TUESDAY: _____ REQUIRED _____ CHOICE _____ NO, may not attend
WEDNESDAY: _____ REQUIRED _____ CHOICE _____ NO, may not attend
THURSDAY: _____ REQUIRED _____ CHOICE _____ NO, may not attend

There is NO after school program held on Fridays.

Students will be bused to their regular destination unless permission is provided by guardian. This rule is enforced for the safety of the students. **ES Housing Area Students ONLY- May Walk Home? YES NO**

I understand that the Out of School Time Afterschool Program (OST) and its staff accept no responsibility for mishaps which could occur do to the nature of the activity in which my child is engaged. In the event of an accident, illness or injury and I cannot be reached I give the OST Program staff permission to take action as deemed necessary for my child.

I understand that the OST Program staff reserves the right to terminate the participation of any student when it is deemed to be in the best interest of the student or the OST Program.

I understand that regular attendance is important to the overall goals of the OST Program.

I understand that I have the right to bring any of my concerns to the attention of the activity leaders, program supervisors, and/or the school principal.

I will participate in parent groups or parent committee activities.

I understand that it is important for me to cooperate and communicate with the OST staff for the benefit of my student.

I understand that it is my responsibility to inform the OST staff/school of changes that may affect the health and safety of my student. This includes, but is not limited to:

- A. Changes in emergency contact information and individuals who can pick up my student.
- B. Illness or contagious diseases.
- C. Transportation arrangements.

I have read and fully understand the cooperative agreement and I agree to comply with the guidelines identified above.

The Enemy Swim Day School Out of School Time Afterschool Program supports and strongly encourages parents/guardians to be actively involved in the OST Program excursions, fundraising, special events and daily programming. Please feel free to call or visit the OST Program anytime!

Parent/Guardian Signature

Date