

Owatonna Independent School District 761

2026-27 Owatonna Online Partnership Agreement

This Agreement is entered into by and between **Waterville-Elysian-Morristown Public Schools** (“Resident District”) and **Owatonna Independent School District 761** (“Owatonna ISD 761” or “Serving District”) (collectively, the “Parties”).

The purpose of this Agreement is to establish the terms and conditions under which students enrolled in **Waterville-Elysian-Morristown Public Schools** in grades 4–12 may receive instructional and related services through Owatonna ISD 761’s Owatonna Online program (“OO”).

1. Enrollment and Payment

- 1.1. Owatonna ISD 761 shall provide educational services to all eligible students enrolling in Owatonna Online pursuant to this Agreement.
 - 1.1.1. Enrollment for students who receive special education services follow [these additional guidelines](#).
- 1.2. The fee for instructional services provided under this Agreement shall be **\$3300.00 per student per semester**, unless otherwise agreed to in writing by the Parties.
 - 1.2.1. Fees for special education services are additional and shall be determined based on the specific services and service minutes required for each student per their IEP.

2. Billing and Invoicing

- 2.1. Owatonna ISD 761 shall invoice **Waterville-Elysian-Morristown Public Schools** at the end of each academic semester for services provided under this Agreement. Payment shall be due in accordance with the terms specified on the invoice.
 - 2.1.1. Special Education services will be billed at the end of the school year.

3. Enrollment Commitments and Late Enrollment

- 3.1. Students enrolled in Owatonna Online under this Agreement shall commit to participation for the duration of a full academic semester. Students with special education services may be exempt from this requirement, per IEP team decision.
- 3.2. Due to program startup costs and scheduling considerations, students enrolling after the second week of a semester may be accepted at the discretion of Owatonna ISD 761.
- 3.3. Except in cases where a student withdraws before the first day of attendance, the full per semester fee of **\$3,300** per student shall apply regardless of the student’s enrollment date.

4. **Student Enrollment and Reporting**

Students participating in Owatonna Online shall remain officially enrolled with **Waterville-Elysian-Morristown Public Schools** as the resident district.

Waterville-Elysian-Morristown Public Schools shall retain responsibility for:

- 4.1. State MARSS reporting;
- 4.2. Official enrollment and attendance records;
- 4.3. Academic records and progress reporting;.
- 4.4. Compulsory attendance enforcement; and
- 4.5. Educational placement decisions and compliance with all applicable state and federal education laws and regulations.
- 4.6. Owatonna ISD 761 will maintain and share day-to-day attendance and academic progress on an agreed-upon schedule.

Owatonna ISD 761 shall be responsible for maintaining records related to instructional delivery, including day-to-day attendance and student progress, and shall provide such information to **Waterville-Elysian-Morristown Public Schools** on a mutually agreed-upon schedule.

5. **Owatonna Online Chromebook Use**

- 5.1. **Waterville-Elysian-Morristown Public Schools** students participating in Owatonna Online may receive loaner Chromebooks from Owatonna ISD 761.
- 5.2. **Waterville-Elysian-Morristown Public Schools** assumes financial responsibility for the student use of any Chromebook and any damage resulting from misuse, negligence or not returned to Owatonna ISD 761 at the end of the semester or academic year, or earlier if a student withdraws.
- 5.3. Upon termination of the partnership agreement, **Waterville-Elysian-Morristown Public Schools** will be charged for any unreturned devices or damages incurred.
 - 5.3.1. **Waterville-Elysian-Morristown Public Schools** agrees to pay \$400 for each unreturned Chromebook.

6. **Compliance, Data Practices, and Liability**

6.1. **Compliance with Applicable Laws**

- 6.1.1. Each Party shall comply with all applicable federal and state laws and regulations, including but not limited to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; the Minnesota Government Data Practices Act (Minn. Stat. ch. 13); the Individuals with Disabilities Education Act (IDEA); Section 504 of the Rehabilitation Act; and all other applicable education, privacy, and data security laws. Each Party shall

ensure that its employees, agents, and contractors comply with such requirements.

6.2. Student Data Use, Protection, and Confidentiality

- 6.3. Each Party acknowledges that it may receive or have access to student data classified as private or confidential under applicable law. Each Party agrees to:
- 6.4. Use student data solely for purposes authorized under this Agreement;
- 6.5. Limit access to student data to individuals with a legitimate educational interest;
- 6.6. Maintain appropriate administrative, technical and physical safeguards to protect student data;
- 6.7. Not disclose student data to any third party except as permitted by law or this Agreement;
- 6.8. Ensure that any agents or contractors are bound by equivalent data privacy obligations.

7. Data Retention and Destruction

- 7.1. Each Party shall retain student data only as long as necessary to fulfill its obligations under this Agreement or as required by law. Upon request or termination of this Agreement, each Party shall securely return or destroy student data in accordance with applicable law and records retention schedules.

8. Data Breach Notification

- 8.1. In the event of a suspected or confirmed unauthorized access, disclosure, or breach of student data, the affected Party shall:
- 8.2. Notify the other Party without unreasonable delay, and no later than **72 hours** after discovery;
- 8.3. Provide relevant information regarding the scope and impact;
- 8.4. Take prompt action to investigate, contain and remediate the breach;
- 8.5. Cooperate with the other Party in fulfilling any legal notification obligations.
- 8.6. Each Party shall be responsible for costs, damages, or liabilities resulting from a breach to the extent caused by its own acts or omissions.

9. Instructional Alignment and Special Education Compliance

Owatonna ISD 761 shall ensure that:

- 9.1. Instruction aligns with Minnesota Academic Standards;
- 9.2. Services are delivered in accordance with applicable IEPs and 504 plans as developed by Owatonna ISD 761.
- 9.3. Staff providing instruction and services are appropriately licensed or qualified.

10. Recordkeeping Responsibilities

Each Party shall maintain accurate and timely records as follows:

- 10.1. **Waterville-Elysian-Morristown Public Schools:** MARSS reporting, official enrollment, attendance and student records;
- 10.2. Owatonna ISD 761: Instructional delivery records, progress monitoring and day-to-day attendance.
- 10.3. Records shall be shared between the Parties upon request and in compliance with applicable law.

11. Allocation of Responsibility and Liability

- 11.1. Each Party shall be responsible for its own acts and omissions and those of its employees, agents, and contractors. To the extent permitted by law:
- 11.2. Neither Party shall be responsible for the acts or omissions of the other Party;
- 11.3. Each Party agrees to defend, indemnify and hold harmless the other Party from claims, damages or liabilities arising from its own negligence or misconduct.
- 11.4. Nothing in this Agreement shall constitute a waiver of any immunities or liability limits available under Minnesota law.

12. Term and Termination

- 12.1. This Agreement shall be effective as of the date of the last signature and shall remain in effect through the end of the **2026–2027 school year**, unless terminated earlier as provided herein. This Agreement shall not automatically renew. Any extension or renewal of this Agreement must be agreed to in writing by both Parties.
- 12.2. Either Party may terminate this Agreement without cause for any reason upon **60 days** written notice to the other Party.
- 12.3. Either Party may immediately terminate this agreement with cause.

Notice shall be provided to the following representatives:

- 12.4. **Waterville-Elysian-Morristown Public Schools:**

Title: _____

Email: _____

- 12.5. **For Owatonna ISD 761:**

Name: Martina Wagner (mwagner@isd761.org or 507.444.8001)

Title: Director of Alternative Services

13. Termination for Cause

Either Party may terminate this Agreement immediately upon written notice if the other Party:

- 13.1. Materially breaches any provision of this Agreement;
- 13.2. Fails to comply with applicable laws (including FERPA or Minn. Stat. ch. 13); or
- 13.3. Fails to cure such breach within 10-30 days after receiving written notice.

14. Effect of Termination

Upon Termination:

- 14.1. Students may continue services through the end of the current semester unless otherwise agreed in writing (this is important for stability);
- 14.2. The Parties shall cooperate to ensure an orderly transition of students and records;
- 14.3. All outstanding invoices shall remain due and payable; and
- 14.4. Each Party shall return or destroy student data in accordance with applicable law.

15. Agreement and Signatures

By signing below, **Waterville-Elysian-Morristown Public Schools** agrees to the terms outlined in this agreement.

Waterville-Elysian-Morristown Public Schools

Name: _____

Title: _____

Date: _____

Signature: _____

Owatonna Independent School District 761

Name: Martina Wagner

Title: Director of Alternative Services

Date: 5/27/2026

Signature: 