

Student History

Student's Name: _____

Has your student ever qualified to receive Special Education Services? **YES or NO**

- a. If yes, the type of services or area of need: _____
- b. Does the student have a current IEP? _____

Has your student ever qualified to receive accommodations under a 504 plan? **YES or NO**

If you answered "NO" to both questions, please sign your name to complete this form.

Parent's Legal Guardian's Signature: _____ Date: _____

If you answered "YES" to either question please complete the balance of this form.

Parent or Legal Guardian of newly registered student:

In order to assist us in meeting the educational needs of your student learner, please read below and supply the requested information to the extent you are able to. Due to the many regulations which govern Special Education and students who receive 504 accommodations, we must be provided with proper documentation in order to continue implementing the services your student needs. Please submit any current documents, evaluations, Individualized Education Plans (IEP's), as well as any additional information you may have regarding your student as soon as possible. Thank you for your support in providing this valuable information.

SPECIAL EDUCATION SERVICES:

What is your student's area of special education eligibility? _____

Do you have a copy of your student's current IEP? **YES NO**

Do you have a copy of your student's current evaluation? **YES NO**

Please provide the following information or attach a copy of your student's IEP.

Please complete the following information to indicate the services that your student has received:

Services received by student: _____

504 Services:

Please provide the following information or attach a copy of your student's 504 Plan.

Please indicate the condition for which your student has a 504 Plan: _____

Please list the name of the physician who diagnosed the condition(s): Which school(s) can we contact to obtain official data and records regarding the services your student received?

Name of School: _____

City/State, Phone Number, Contact Person: _____

Name of School: _____

City/State, Phone Number, Contact Person: _____

Name of School: _____

City/State, Phone Number, Contact Person: _____

NOTE: ENROLLMENT FOR YOUR STUDENT IS NOT COMPLETE, UNTIL ALL SPECIAL EDUCATION DOCUMENTS HAVE BEEN RECEIVED AND REVIEWED BY OUR SCHOOL.

Parent's /Legal Guardian's Signature: _____ Date: _____



Arizona Department of Education
Arizona Residency Guidelines
REVISED 5/21/2019

INTRODUCTION

Local educational agencies are required to provide all children who reside within the school district with equal access to public education at the elementary and secondary level. The U.S. Supreme Court held in *Plyer v. Doe*, 457 U.S. 202 (1982), that the undocumented or non-citizen status of a student (or his or her parent/guardian) is irrelevant to that student's entitlement to an elementary and secondary public education. However, pursuant to A.R.S. § 15-823, a school district or charter school may not include non-Arizona-resident pupils in their student count and may not obtain state aid for those pupils.

In Arizona, the “district of residence” of a student is determined by the residency of the parent or guardian with whom the student lives. In some cases, the district of residence may also be determined by the residency of a relative who is seeking legal guardianship or custody of a student. A.R.S. § 15-821(D). In addition, if a school district governing board determines that a student's “physical, mental, moral or emotional health is best served by placement with a grandparent, brother, sister, stepbrother, stepsister, aunt or uncle who is a resident within the school district,” and the placement with that relative is not “solely for the purpose of obtaining an education in this state without payment of tuition,” the student is considered a resident of the district. A.R.S. § 15-823(C).¹

Accordingly, it is the responsibility of the school districts and charter schools that receive state aid to ensure that student/parent residency information is accurate and verifiable. **While a district may restrict attendance to district residents based on available classroom space,² inquiring into students' citizenship or immigration status, or that of their parents or guardians, is not relevant to establishing residency within the district. A school district or charter school may not bar a student from enrolling because he or she lacks a birth certificate or has records indicating a foreign place of birth, such as a foreign birth certificate.³**

The Arizona Department of Education may audit schools to ensure that only Arizona resident students are reported for state aid. Any school district or charter school that cannot demonstrate the accuracy of any student's residency through documents provided by the parent/guardian may be required to repay the state aid received for that student. The following are examples of verifiable documentation parents may provide to demonstrate that they reside in a district.

VERIFIABLE DOCUMENTATION

A.R.S. § 15-802(B) requires school districts and charter schools to obtain and maintain verifiable documentation of Arizona residency upon enrollment in an Arizona public school. This document is designed to assist school districts and charter schools in meeting the legal requirements of the statute.

The documentation required by A.R.S. § 15-802 **must be provided at initial enrollment of a student in a school district or charter school in this state and reaffirmed, although not necessarily recollected, during the**

¹ See also *Martinez v. Bynum*, 461 U.S. 321 (1983).

² Pursuant to A.R.S. § 15-816 and A.R.S. § 15-816.01, Arizona's mandatory open enrollment policies allow a student to apply for admission and transfer to any public school of his or her choice, based on available classroom space, even if it is outside of the student's district of residence. There are two basic types of open enrollment policies: 1) Intra-district: Students transfer to another school within the resident school district, or 2) Inter-district: Students transfer to a school outside of their resident district.

³ For more information, please read <https://www2.ed.gov/about/offices/list/ocr/letters/colleague-201405.pdf>.

district or charter's annual registration process. This process will vary by the school, school district, or charter school (i.e. an annual form asking parents to confirm address).

Every school district or charter school is required,⁴ within 30 days of enrollment, to obtain a certified copy of a pupil's birth certificate or other reliable proof of the pupil's identity and age,⁵ or a letter from the authorized representative of an agency having custody of the pupil pursuant to title 8, chapter 2 certifying that the pupil has been placed in the custody of the agency as prescribed by law. A school district or charter school MAY seek photo identification from the person enrolling a student to ensure that the adult is entitled to enroll the student in school, as long such a requirement does NOT unlawfully bar a student from enrolling in school.⁶

In case of an ADE Audit, the school, school district or charter school will be asked what process is used and what documentation is obtained via this process. If the student's residence has not changed, an affirmation (via a checkbox) that the previously provided proof of residency remains accurate should be sufficient. The documentation supporting Arizona residency should be maintained according to the school's records retention schedule.

For members of the armed services, a school may enroll a student if the parent provides a hard-copy or electronic document of their transfer or pending transfer to a military installation within the state. The parent must provide official documentation of residency within ten days after the arrival date which may include a temporary on-base billeting facility as their address. **PROOF OF RESIDENCY IS NOT REQUIRED FOR HOMELESS STUDENTS.**⁷ 42 U.S.C. § 11 432(g)(3)(C)(i).

In general, students will fall into one of two groups: (1) those whose parent or legal guardian is able to provide documentation bearing his or her name and address; and (2) those whose parent or legal guardian cannot document his or her own residence because of extenuating circumstances including, but not limited to, that the family's household is multi-generational. Different documentation is required for each circumstance.

1. Parent(s) or legal guardian(s) that maintains his or her own residence: The parent or legal guardian must complete and sign a form indicating his or her name, the name of the school district, school site, or charter school in which the student is being enrolled, and provide **one** of the following documents, which bear the parent or legal guardian's full name and residential address or physical description of the property where the student resides (no P.O. Boxes):

- Valid Arizona driver's license, Arizona identification card
- Valid Arizona motor vehicle registration
- Valid Arizona Address Confidentiality Program authorization card
- Property deed/Mortgage documents
- Property tax bill
- Rental agreement or lease (including Section 8 agreement or off-base military housing)
- Utility bill (water, electric, gas, cable, phone)
- Bank or credit card statement
- W-2 wage statement
- Payroll stub

⁴ A.R.S. §15-828.

⁵ Other proof of the pupil's identity/age includes: pupil's baptismal certificate, an application for social security number or original school registration records and an affidavit explaining inability to provide a copy of the birth certificate, A.R.S. § 15-828 (A)(1)-(3).

⁶ For more information, please read U.S. DOJ Civil Rights Division "Fact Sheet: Information on the Rights of All Children to Enroll in School", <https://www.justice.gov/sites/default/files/crt/legacy/2014/05/08/plylerfact.pdf>.

⁷ Per A.R.S. §15-824 (C), "Homeless student" means a pupil who has a primary residence that is: (1) A supervised publicly or privately operated shelter designed to provide temporary living accommodations; (2) An institution that provides a temporary residence for individuals intended to be institutionalized or; (3) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

- Certificate of tribal enrollment (506 Form) or other identification issued by a recognized Indian tribe located in Arizona
- Other documentation from a state, tribal, or federal agency (Social Security Administration, Veterans' Administration, Arizona Department of Economic Security, etc.)
- Temporary on-base billeting facility (for military families)

*A model Arizona Residency Documentation Form is available for schools at the end of this document.

- 2. Parent(s) or legal guardian(s) that does not maintain his or her own residence:** The parent or legal guardian must have an **affidavit of shared residency** form completed indicating his or her name, the name of the school district, school site, or charter school in which the student is being enrolled, and submit a signed, notarized affidavit for the person who maintains the residence where the student lives attesting to the fact that the student resides at that address, along with a document from the bulleted list bearing the name and address of the person who maintains the residence.

*A model Affidavit of Shared Residence form is available for schools at the end of this document.

USE OF AND RETENTION OF DOCUMENTS BY SCHOOLS

School officials must **retain a copy** of the attestations or affidavits and copies of any supporting documentation presented for each student (photocopies acceptable) that school officials believe establish validity. Documents presented may be different in each circumstance, and unique to the living situation of the student. Documents retained by the school district or charter school may be used as an indication of residency; however, documentation is subject to audit by the Department.

Personally identifiable information other than name and address (SSN, account numbers, etc.) should be redacted from the documentation either by the parent/guardian or the school official prior to filing. **MOST INFORMATION PROVIDED BY PARENTS AND GUARDIANS TO ARIZONA PUBLIC SCHOOLS IS AN EDUCATIONAL RECORD MADE CONFIDENTIAL UNDER THE FEDERAL EDUCATIONAL RIGHTS AND PRIVACY ACT AND ARIZONA LAW UNLESS DESIGNATED BY THE SCHOOL AS DIRECTORY INFORMATION. A PARENT OR GUARDIAN MAY OPT OUT OF DIRECTORY INFORMATION IN ACCORDANCE WITH DISTRICT POLICY. OTHERWISE, EDUCATIONAL RECORDS ARE ONLY USED FOR LEGITIMATE EDUCATIONAL PURPOSES.**



**Arizona Department of
Education Arizona Residency
Documentation Form**

Student _____ School _____

School District or Charter Holder _____

Parent/Legal Guardian _____

As the Parent/Legal Guardian of the Student, I attest* that I am a resident of the State of Arizona and submit in support of this attestation a copy of the following document that displays my name and residential address or physical description of the property where the student resides:

- _____ Valid Arizona driver's license, Arizona identification card or motor vehicle registration
- _____ Valid Arizona Address Confidentiality Program authorization card
- _____ Real estate deed or mortgage documents
- _____ Property tax bill
- _____ Residential lease or rental agreement
- _____ Water, electric, gas, cable, or phone bill
- _____ Bank or credit card statement
- _____ W-2 wage statement
- _____ Payroll stub
- _____ Certificate of tribal enrollment (506 Form) or other identification issued by a recognized Indian tribe in Arizona
- _____ Documentation from a state, tribal or federal government agency (Social Security Administration, Veteran's Administration, Arizona Department of Economic Security)
- _____ Temporary on-base billeting facility (for military families)

_____ I am currently unable to provide any of the foregoing documents. Therefore, I have provided an original affidavit signed and notarized by an Arizona resident who attests that I have established residence in Arizona with the person signing the affidavit.

Signature of Legal Parent or Guardian

Date

*For members of the armed services, the provision of verifiable documentation does not serve as a declaration of official residency for income tax or other legal purposes. Armed service members may utilize a temporary on-base billeting facility as the address for proof of residency.



**State of Arizona
Affidavit of Shared Residence**

Student Name: _____

Parent/Legal Guardian Name: _____

School Name: _____ School District or Charter Holder: _____

Name of Arizona Resident: _____

I, (resident name) _____ swear or affirm that I am a resident of the State of Arizona and that the persons listed below reside with me at my residence, described as follows:

Persons who reside with me: _____ Location of my residence: _____

I submit in support of this attestation a copy of the following document that displays my name and current residence address or physical description of my property:

- _____ Valid Arizona driver's license, Arizona identification card or motor vehicle registration
- _____ Valid Arizona Address Confidentiality Program authorization card
- _____ Real estate deed or mortgage documents
- _____ Property tax bill
- _____ Residential lease or rental agreement
- _____ Water, electric, gas, cable, or phone bill
- _____ Bank or credit card statement
- _____ W-2 wage statement
- _____ Payroll stub
- _____ Certificate of tribal enrollment (506 Form) or other identification issued by a recognized Indian tribe in Arizona
- _____ Documentation from a state, tribal or federal government agency (Social Security Administration, Veteran's Administration, Arizona Department of Economic

Security) Printed Name of Affiant: _____

Signature of Affiant: _____

Acknowledgement

State of Arizona
County of _____

The foregoing was acknowledged before me this _____ day of _____, 20____, By _____

_____ My Commission Expires: _____

Notary Public



State of Arizona
Department of Education



Office of English Language Acquisition Services

**Primary Home Language Other Than English (PHLOTE)
Home Language Survey**
(Effective April 4, 2011)

These questions are in compliance with Arizona Administrative Code, R7-2-306(B)(1), (2)(a-c).

Responses to these statements will be used to determine whether the student will be assessed for English Language Proficiency.

1. What is the primary language used in the home regardless of the language spoken by the student? _____

2. What is the language most often spoken by the student? _____

3. What is the language that the student first acquired? _____

Student Name _____ District _____
Student ID _____

Date of Birth _____ SSID _____

Parent/Guardian Signature _____ Date _____

District or Charter _____

School _____

Please provide a copy of the Home Language Survey to the EL Coordinator/Main Contact on site.

In AzEDS, please indicate the student's home or primary language. (Revised 01-2019)



State of Arizona
Department of Education



Office of English Language Acquisition Services

Idioma Principal en el Hogar excluyendo el inglés (PHLOTE)
Encuesta sobre el Idioma en el Hogar
(Efectivo el 4 de abril de 2011)

Preguntas en conformidad con R7-2-306(B)(1), (2)(a-c) del Reglamento de la Junta Directiva.

Las respuestas que proporcione a las preguntas siguientes serán usadas para determinar si se evaluará la competencia en el idioma inglés de su hijo(a).

1. **¿Cuál idioma se habla principalmente en su hogar sin considerar el idioma que habla el estudiante?** _____

2. **¿Cuál idioma habla el estudiante con mayor frecuencia?** _____

3. **¿Cuál fue el primer idioma que aprendió el estudiante?** _____

Nombre del estudiante _____ Distrito
Núm. de identificación _____

Fecha de nacimiento _____ SSID _____

Firma del padre o tutor _____ Fecha _____

Distrito o Charter _____

Escuela _____

Please provide a copy of the Home Language Survey to the EL Coordinator/Main Contact on site.

In AzEDS, please indicate the student's home or primary language. (Revised 01-2019)

e-Rate and Free and Reduced Lunch Income Guidelines

INCOME ELIGIBILITY GUIDELINES from July 2019 to June 2020

HOUSEHOLD SIZE	REDUCED					FREE				
	ANNUAL	MONTHLY	TWICE Per MONTH	Every Two WEEKS	WEEKLY	ANNUAL	MONTHLY	TWICE Per MONTH	Every Two WEEKS	WEEKLY
1	23,107	1,926	963	889	445	16,237	1,354	677	625	313
2	31,284	2,607	1,304	1,204	602	21,983	1,832	916	846	423
3	39,461	3,289	1,645	1,518	759	27,729	2,311	1,156	1,067	534
4	47,638	3,970	1,985	1,833	917	33,475	2,790	1,395	1,288	644
5	55,815	4,652	2,326	2,147	1,074	39,221	3,269	1,635	1,509	755
6	63,992	5,333	2,667	2,462	1,231	44,967	3,748	1,874	1,730	865
7	72,169	6,015	3,008	2,776	1,388	50,713	4,227	2,114	1,951	976
8	80,346	6,696	3,348	3,091	1,546	56,459	4,705	2,353	2,172	1,086

Please check one: Free Reduced Do Not Qualify Foster Care

Please complete the following information for ALL of your children:

Student's Name	Name of School	Grade
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby certify that all of the above information is true and correct.

Parent / Guardian Signature: _____ Date: _____

McKinney-Vento Eligibility Questionnaire

Student Name _____

Last _____ First _____ Middle _____

Date of Birth _____

Month/Day/Year

Grade _____

Student ID _____

This questionnaire is intended to address the McKinney Vento Act 42 U.S.C. 11435. The answers to this residency information help to determine the services the student may be eligible to receive.

1. Is your current address a *temporary* living arrangement? Yes _____ No _____

2. If temporary, is this living arrangement *due to loss of housing or economic hardship*? Yes _____ No _____

If you answered YES to question 1 and 2, please complete the remainder of the form.

If you answered NO to either question 1 or 2, please sign and date at the bottom of the form.

Where is the student presently living? (Check one)

_____ In a motel

_____ In a shelter

_____ With more than one family in a house or apartment

_____ In a place not ordinarily used for sleeping (car, park, etc.)

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

Now may we contact you?

Address _____ Zip _____ Phone _____

E-mail _____

How long have you been at current address/location?

Is the nighttime residence different? Yes _____ No _____ If "Yes" please provide the address:

Address/City/State/Zip

Would you like to be contacted regarding eligibility for transportation under McKinney-Vento? Yes _____ No _____

By signing, I attest this information is true and accurate.

Parent/Legal Guardian _____ Date _____

Parent/Legal Guardian _____ Date _____

_____ Date _____

School Personnel Who Enrolled This Student – Please Print Name

Send McKinney-Vento Questionnaires to the Federal Programs Office
Alexis Clermont, M.Ed. – State Coordinator of Homeless Education
Phone: 602-542-4963 – E-mail: alexis.clermont@azed.gov

**PACE Academy
EMERGENCY MEDICAL CONSENT FORM**

Student's Full name: _____ Date of Birth: _____ Grade: ____

Mother _____ Father _____

Address (physical) _____ Address (Physical) _____

City/State/Zip _____ City/State/Zip _____

Cell Phone _____ Cell Phone _____

Home Phone _____ Home Phone _____

Work Phone _____ Work Phone _____

Email _____ Email _____

Family Doctor (Name) _____ Phone _____

Family Dentist (Name) _____ Phone _____

Medical History

Allergies: _____

Medical problems: _____

Current medications: _____

Permission to administer the following: Aspirin ___ Yes ___ No Ibuprofen ___ Yes ___ No

Antacid ___ Yes ___ No Antihistamine (non-drowsy) ___ Yes ___ No Other: _____

EMERGENCY CONTACT: Name: _____ Phone: _____ Relationship _____

EMERGENCY CONTACT: Name: _____ Phone: _____ Relationship _____

The undersigned parent/guardian, having legal custody or control of minor, GRANTS PERMISSION for any emergency treatment and hospital services that may be rendered to said minor under the general specific direction of the doctors listed above or any hospital emergency department physician.

Parent/Legal Guardian Signature: _____ Date: _____

PACE Academy

Student / Parent Signature Page

Student Name: _____

The Student / Parent Handbook and Enrollment Packet describes important information about PACE Academy. I understand that I should consult the Principal regarding any questions not answered in the handbook.

You may download a copy of the student handbook from the school website (www.PaceAcademy.com). Since the information and policies described are subject to change, I acknowledge that revisions to the handbook may occur. All such changes will be communicated through official notices and I understand that revised information may supersede, modify or eliminate existing policies.

I understand that it is my responsibility to read and comply with the policies contained in the student/parent handbook and revisions made to it. I have read and understand the policies. Please initial the areas below and return this page to the Principal or Registrar.

Student / Parent (Both Must Initial)

- _____ Administering Medicines to Student
_____ Approved School Attire
_____ Attendance Policies
_____ Cell Phone Restrictions
_____ Computer Use/Internet Policy Agreement
_____ Drug Free Zone
_____ Plagiarism Policy
_____ Right to Search
_____ Student Safety – Weapons, Including Pocket Knives
_____ All Other Policies in Handbook

Student Image / Information Release

- You ___ may ___ may not use any pictures/information of my student for Press Release/Public Relations.
You ___ may ___ may not use any pictures/information of my student for school Social Media.
You ___ may ___ may not use any pictures/information of my student for Military.
You ___ may ___ may not use any pictures/information of my student for School Directory.
You ___ may ___ may not use any pictures/information of my student for Scholarships or Grants.

I understand that students may be highlighted in efforts to promote PACE Academy activities and achievements through newspapers, radio, TV, the web, displays, brochures and other types of media. I have given permission to use my student's image or information. I understand that neither PACE Academy nor its representatives will produce said images or info for any commercial value or receive monetary gain. I am also fully aware that I will not receive monetary compensation for my child's participation. I further release and relieve PACE Academy, its Board of Directors, employees and other representatives from any liabilities, known or unknown, arising out of the use of this material.

Signature Parent/Legal Guardian _____ Date _____
Signature Student _____ Date _____

PACE Online Attendance Policy and Contract

Philosophy: Students who desire to obtain the greatest benefit from public education must recognize that regular attendance is essential.

Attendance Expectations/Policy

Attendance is defined as continuous active engagement with the learning process and making continuous progress in each course in which a student is enrolled. Failure to meet any of the following expectations means the student is not actively engaged and is not making continuous progress. Therefore, the student will be considered “not attending” and additional action by school administration will be taken.

PACE Academy is a blended educational model based on the needs of our students. PACE Academy expects regular attendance of at least 20 hours per week which includes virtual and/or physical attendance. Virtual attendance and physical attendance are major contributors to success in school and a critical component to life-long learning and career preparation.

All students are required to demonstrate attendance **Monday through Thursday BY LOGGING INTO EACH VIRTUAL COURSE YOU HAVE BEEN ASSIGNED**. Key behaviors for success at PACE Academy:

1. **Daily LOG IN** (Monday through Thursday) to all classes. The date and time indicated through the Connector and in the reporting section of PLP. When you log in to a class, a digital stamp is reported to the teacher.
2. **STUDENTS MUST attend physical sessions**. Physical attendance at PACE Academy is mandatory.
3. Any day that you do not attend PACE Academy, in-person or virtually, you **will be** considered **Truant**. The truancy will be noted in your attendance file, and if deemed habitual, the student may risk losing enrollment at PACE Academy.
4. **IMPORTANT:** Students who are on a PACE Academy Attendance Contract and who are **NOT** being academically successful and/or who are not meeting the log in and work requirements may be required to physically attend.

TO BE IN COMPLIANCE AND GOOD STANDING AT PACE Academy:

- Each student must log into **every** class, **every** week
 - Check messages and updates from teachers in **all** classes using the Connector/PLP or by logging into your school email
- Commit **at least 20 hours** a week (Sunday 12:00 AM through Saturday 11:59 PM) to school work. Course work can occur any time day or night. The 8 hours **is not** optional. The time of day you work is flexible.
- **Check email and Connector/Fuel Ed messages at least two times a day** and respond to all communication quickly from anyone on a daily basis.
- Stay current on all assignments and do not **ever** fall more than 1 week behind on due dates.
- Students under the age of 18 must have a parent or a guardian call the school or send an email to Carmen@PaceAcademy.com when students are unable to login due to illness or other personal emergencies. Students that are over 18, who cannot login due to illness or personal emergency, must call or email the school on their own behalf.

Daily attendance tracking can be viewed on the Connector website and a Parent Account can be established if you contact the school office. PACE Academy will communicate unexcused absences via phone.

Attendance Policy Signature Form

IT IS REQUIRED for Parents/Guardians to report ALL absences. Students who are 18 years of age or older can call themselves in as absent. Please call the PACE Academy High School Attendance Line at 928-775-9675 or email the school at Carmen@PaceAcademy.com to report an absence. The school must be notified of the absence no later than 24 hours following the beginning of the absence. If the school does not receive the notification within this period of time, the school can consider the absence unexcused. The following shall be considered excused absences:

- Pursuant to A.R.S. §15-901(A)(1), "...excused absences shall be identified by the Department of Education...". The Department of Education defines an excused absence as being an absence due to illness, doctor appointment, bereavement, family emergencies and out-of-school suspensions. Absences due to out-of-school suspension shall be reported as unexcused when the total number of absences for all reasons exceed 10% of the instructional days for the school year. The Department of Education delegates the decision of family vacations as an excused absence to individual school districts and charter holders.

The school may require suitable proof regarding the above exceptions, including (but not limited to) written statements from medical sources or other professional sources. The maximum number of unexcused absences a student may incur before withdrawal from PACE Academy is considered is four days in one month or 10 days in one year.

I have read and will comply with the PACE Academy attendance policy,

Parent/Guardian

Date

Student

Date

*Attendance Policy subject to change

Internet Safety and Acceptable Use Policy PACE Academy (CIPA & COPPA)

Internet Safety

1. Introduction

It is the policy of the PACE Academy to: (a) prevent user access by adults and minors over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; (d) adhere to the policy governing different levels of filtering for teachers, students and administrator; and (e) comply with the Children's Internet Protection Act [Pub. L. No. 106-554 and 47 USC 254(h) and (i)].

2. Children's Internet Protection Act

Access to Inappropriate Material - Under the Children's Internet Protection Act (CIPA, 2000), PACE Academy is required to inform parents and students of the use of filtering technologies to block students' access to inappropriate web sites. To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the Children's Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled by an authorized person or, in the case of minors, minimized only for bona fide research or other lawful purposes. PACE Academy will continue to provide sufficient Internet filtering to restrict access by minors to obscene material on the Internet either as part of a bundled services agreement from the Internet Service Provider (ISP) or as a separate service or on-site appliance as long as Internet Access is available to minors.

Inappropriate Network Usage - To the extent practical, steps shall be taken to promote the safety and security of users of the PACE Academy computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by the Children's Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called "hacking," and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

Education, Supervision, and Monitoring - It is the responsibility of all PACE Academy staff to educate, supervise and monitor use of the online computer network and access to the Internet at all times in accordance with this policy, PACE Academy Board Policy the Children's Internet Protection Act, the Neighborhood Children's Internet Protection Act, and the Protecting Children in the 21st Century Act. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Superintendent or designated representatives.

PACE Academy will monitor student use of the Internet to (a) prohibit access by minors to inappropriate material on the Internet and the World Wide Web; (b) insure the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) prohibit unauthorized access, including so-called "hacking," and other unlawful activities by minors, (d) prohibit unauthorized disclosure, use, and dissemination of personal information regarding minors; and (e) utilize measures designed to restrict minors' access to materials harmful to minors.

PACE Academy will provide age-appropriate training for students who use the school's Internet facilities. The training provided will be designed to promote the PACE Academy's commitment to:

- The standards and acceptable use of Internet services as set forth in the PACE Academy Internet Safety / Acceptable Use Policy;
- Student safety with regard to: safety on the Internet; appropriate behavior while on online, on social networking Web sites, and in chat rooms; and cyberbullying awareness and response.
- Compliance with the E-rate requirements of the Children's Internet Protection Act ("CIPA").
- Following receipt of this training, the student will acknowledge that he/she received the training, understood it, and will follow the provisions of the District's acceptable use policies.

Children's On-Line Privacy Protection Act

Students have the right not to give out personal information to commercial website operators as provided by The Children's Online Privacy Protection Act (COPPA), enforced by the Federal Trade Commission. Commercial website operators must get parental consent before collecting any personal information from children under the age of 13. PACE Academy teachers are allowed to act on behalf of a parent and allow a student to give out personal information under COPPA.

1. Purpose of Internet Access Acceptable Use:

We are pleased to provide network services for Internet Access for educational purposes and for use in connection with official duties, subject to these Acceptable Use Policies. These services are provided as a privilege to educate the user and this Acceptable Use Policy provides an opportunity to educate the user on the school's expectations and the responsibilities of the user.

2. Definitions:

As used in this document, "Internet Access," the "Network" or the "System" refer to Internet Access, E-mail Service and the local area network provided by PACE ACADEMY. The term "Teacher" includes teachers of the District as well as school librarians and other computer facilities provided for Users of Internet Access. "User" refers to students or other individuals, including Teachers and other School employees, using the service described herein.

3. Network access:

A. Eligibility. All district employees and students in grades K-12 will be granted such Internet Access as deemed appropriate by PACE ACADEMY. Access to Internet Access is a privilege, not a right.

B. Services provided. PACE ACADEMY provides access to the World Wide Web ("WWW"), excluding sites blocked by the service provider and/or the school as inappropriate for users and other sites or services prohibited by these guidelines or by teachers. While reasonable efforts will be made to block access to inappropriate materials, this process is an inexact science and the teachers and PACE ACADEMY provide no guarantee that access to all inappropriate material will be blocked. Other Internet services may be made available from time to time for specific class-related activities under teacher supervision.

C. Agreement to Acceptable Use Guidelines required. No user may use Internet Access until he or she and/or the user's parent or guardian (if the user is under the age of 18) returns a signed agreement to the school. Student agreements are included in the Student Handbook. District employee agreements are included in the Employee Handbook.

D. Location. There are networked computers (networked meaning the computers that are connected to the Internet, email, personal and shared folders) accessible to students, teachers and staff members in classrooms, computer labs and libraries.

4. Prohibited uses:

A. Prohibited service. The following Internet service or uses are prohibited unless expressly approved and supervised by a teacher for a class-related activity: Internet Relay Chat ("IRC"); other "chat" rooms or services; electronic mail ("e-mail"); "free-mail" accounts such as Yahoo! Mail, Hotmail, etc.; Usenet Newsgroups; or any posting of messages on websites which allow the posing of messages. Other services prohibited under this section are File Transfer Protocol ("FTP"); Telnet; archives of Usenet Newsgroups found on the World Wide Web; Listservs; Social Media and Gopher. Users may not upload, transfer, download or install software or any executable files without the express permission and supervision of a teacher.

B. Restrictions relating to personal safety. Users may not post personal contact mail addresses, etc., about themselves or other people, except with the express approval of a teacher. Students may not arrange to meet any other person contacted through Internet Access except with the express written approval of teacher and the student's parent or guardian.

C. Disruption of system, introduction of computer viruses. Users may not engage in any activity that disrupts the System, or other users' use of the System, including, but not limited to, introducing computer viruses to the System, hacking, bombing, spoofing, spamming or other improper use of the System. Deliberate violations may result in suspension or revocation of an access to the System and/or other disciplinary action.

D. Illegal activities or activities inconsistent with school policy. Users may not use Internet Access for any illegal or improper purposes, including, but not limited to, vandalism, harassment, defamation, libel, attempts to make unauthorized entry into computer systems, or other activities inconsistent with school policy.

E. Impersonation. Users must use their real names and must not send or attempt to send messages that purport to be from some other person or entity.

F. Use of inappropriate language. Users will use only language appropriate for situations as indicated by school codes of conduct.

- G. Plagiarism and copyright infringement. Users will properly attribute material they obtain through Internet Access and not infringe the copyrights of others.
- H. Access to inappropriate material. Users will not access any material not related to educational purpose of the Internet Access, or attempt to access a site which has been blocked or to which access has been prohibited by their teacher(s) or parent/guardian. Users may not access any material that is obscene or which advocates illegal acts. Users may not access material that advocates discrimination or violence towards other people, except for educational purposes under the direct supervision of a teacher.
- I. Commercial activities. Students may not use Internet Access to conduct a business, to offer, provide, buy or sell products or services, or to engage in any other commercial activities.
- J. Use by unauthorized users. Users will not allow, encourage or facilitate use of Internet Access by unauthorized users.
- K. Encryption. Students may not encrypt communications or files, except as specifically authorized by a teacher.
- L. Users may not alter the software or hardware configuration of the computer used for system access in any manner, or attempt to bypass security or filtering systems set in place by PACE ACADEMY.
- M. Users may not initiate communications into the System from other computers (for example, home computers) that are inconsistent with intended purposes of the System or with any of these Acceptable Use Guidelines. These guidelines do not attempt to list all the required or proscribed behaviors by Users. A Student's use of Internet Access and the System is subject to the supervision and discretion of PACE ACADEMY and any further restrictions placed on student's use by parents or guardians, if such restrictions are communicated in writing to the school.

5. Student responsibilities:

In addition to observing all the other guidelines and school policies when using Internet Access of the System, students are responsible for:

- A. Protection of system security. Students must notify their teacher if they become aware of any problem with or threat to the System and/or Internet Access.
- B. Respect for privacy. Users must not post private information about another person or repost a message sent to them privately without the permission of the author of the message.
- C. Respect for resource limits and appropriate uses. Users will use the System and/or Internet Access only in a reasonable manner and for purposes described in Section 1.

6. Consequences for inappropriate use:

Internet Access is a privilege, not a right. All school policies regarding student conduct extend to student conduct while using Internet Access. Users are responsible for good behavior while using Internet Access and the System just as they are responsible for good behavior in classrooms, hallways and other facilities and grounds of the school. Failure to abide by these Acceptable Use Guidelines may result in suspension or revocation of a student's access to Internet Access or the System, as well as other disciplinary action appropriate according to school policy, and/or other legal action, in accordance with applicable laws.

7. Privacy limitations:

Users have no reasonable expectation of privacy in their use of Internet Access or the System. Teachers or other school officials may, without prior notice, monitor users' use of Internet Access and the System, including e-mail when use of e-mail is permitted, as well as stored communications and files.

8. Parent/Guardian's responsibilities:

- A. Parents or guardians signing this form for a student under the age of 18 years may counsel their children on any further restrictions on their use of Internet Access. Any such restrictions will be observed by the school to the fullest extent, if they are communicated to the school in writing.
- B. Parents or guardians signing this form for a student under the age 18 agree to counsel their children on personal safety and responsibility when using Internet Access or the System.

9. Disclaimer of Warranty and Limitation of Liability:

PACE ACADEMY Internet Access and E-mail services are provided on an "as is", "as available" basis. PACE ACADEMY makes no warranties of any kind, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any of the Internet services provided by PACE ACADEMY, including any information obtained through the Internet. This limitation of liability includes loss of data, service delays or interruptions, and is in addition to any other limitations of liability as may be provided by law. PACE ACADEMY specifically denies any responsibility for the accuracy or quality of information obtained through PACE ACADEMY Internet Access and E-mail services, or for access or receipt by users of inappropriate content. Use of any information obtained through Internet Access and E-mail services is at the participant and user's own risk.

10. Indemnification:

Students and their parents or guardians agree to indemnify and hold the School, Teachers, and their affiliates, officers, agents, or partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of use or misuse of Internet Access by any student or other user, or arising from any user's violation of these Acceptable Use Guidelines.

Board Approved: May 6, 2012

I understand and will abide by the provisions and conditions indicated. I understand that any violations of the above terms and conditions may result in disciplinary action and the revocation of my use of Electronic Information Services.

Student Name (print): _____

Student Signature: _____ **Date:** _____

Parent or Guardian Co-signer: The signature of a parent or guardian who has read and agreed to uphold this use agreement is required before a student will be allowed to use the Electronic Information Service. As the parent or guardian of this student, I have read and understand this agreement. I understand that it is impossible for the School District to restrict access to all controversial materials, and I will not hold the District responsible for material acquired by use of the information services. I also agree to report any misuse of the information services to a School District administrator. (Misuse may come in many forms but can be viewed as any messages sent or received that indicate or suggest pornography, unethical or illegal solicitation, racism, sexism, inappropriate language, or other issues that may, or may not be described in this agreement.)

I accept full responsibility for supervision, if, and when, my child's use of the information services is not in a school setting. I hereby give my permission to have my child use Electronic Information Services.

Parent/Guardian Signature: _____ **Date:** _____

Board adopted and approved on June 12, 2008, updated and approved on May 6, 2012

PACE Academy ELECTRONIC INFORMATION SERVICES USER AGREEMENT

This policy defines the boundaries of acceptable use of PACE Academy computing and communication resources, including computers, electronic data, networks, electronic mail services, electronic information sources, voice mail, telephone services, and other communication resources. In addition, this policy reflects the goal of PACE Academy to foster academic freedom while respecting the principles of freedom of speech and the privacy rights of PACE Academy students, faculty, employees, courtesy affiliates, and guests. PACE Academy's computing and communication resources are the properties of PACE Academy. They are to be used for the advancement of PACE Academy's educational, research, service, community outreach, administrative, and business purposes. Computing and communication resources are provided for the use of faculty, staff, currently admitted or enrolled students, and other properly authorized users. When a user's affiliation with PACE Academy ends, PACE Academy will terminate access to computing and communications resources and accounts. Users of PACE Academy's computing and communications resources are required to comply with this policy, other applicable PACE Academy and state and federal laws. When necessary, enforcement will be consistent with other applicable policies and PACE Academy administrative policies and procedures.

Requirements for the Use of PACE Academy Computing and Communications Resources

1. Users must comply with all applicable local, state, and federal laws and regulations, and with PACE Academy's policies.
2. Users must comply with all copyright and proper citation rules and regulations.
3. Users must respect academic freedom and free speech rights.
4. Users must be truthful and accurate in personal and computer identification.
5. Users must respect the rights and privacy of others, including intellectual property and personal property rights.
6. Users must not compromise the integrity of electronic networks, must avoid restricted areas, and must refrain from activities that may damage the network, or transmitted or stored data.
7. Must only use Wi-Fi provided by PACE Academy

Prohibited Uses of PACE Academy's Computing and Communications Resources

1. Unlawful communications, including threats of violence, obscenity, bullying, child pornography, and harassing communications, are prohibited.
2. Use of PACE Academy computer resources for private business or commercial activities, fund-raising or advertising on behalf of non-PACE Academy organizations is prohibited.
3. The unauthorized reselling of PACE Academy computer resources is prohibited.
4. Unauthorized use of school trademarks or logos and other protected trademarks and logos is prohibited.
5. Any alteration of addresses, uniform resource locator (URL), or other action that masks the PACE Academy .com domain as a host site is prohibited unless authorized by the administration.
6. Unauthorized anonymous and/or pseudonymous communications are prohibited. All users are required to cooperate with appropriate PACE Academy personnel or other authorized personnel when investigating the source of anonymous messages.
7. Misrepresenting or forging the identity of the sender or the source of an electronic communication is prohibited.
8. Unauthorized acquisition attempts to acquire, and use of passwords of others are prohibited.
9. Unauthorized use and attempts to use the computer accounts of others are prohibited.
10. Altering the content of a message originating from another person or computer with intent to deceive is prohibited.
11. Unauthorized modification of or deletion of another person's files, account, or news group postings is prohibited.
12. Use of PACE Academy computer resources or electronic information without authorization or beyond one's level of authorization is prohibited.
13. Interception or attempted interception of communications by parties not authorized or intended to receive them is prohibited.
14. Compromising the privacy or security of electronic information is prohibited.
15. Cyber-Bullying, harassment and or on-line intimidation.
16. Tampering, hacking or experimenting in any way that would disrupt the use of the systems by others.
17. Infringing upon the copyright, trademark, patent, or other intellectual property rights of others in computer programs or electronic information (including plagiarism and unauthorized use or reproduction) is prohibited. The unauthorized storing, copying or use of audio files, images, graphics, computer software, data sets, bibliographic records and other protected property is prohibited except as permitted by law.
18. Interference with or disruption of the computer or network accounts, services, or equipment of others is prohibited.
19. The propagation of computer "worms" and "viruses," the sending of electronic chain mail, denial of service attacks, and inappropriate "broadcasting" of messages to large numbers of individuals or hosts are prohibited.
20. Failure to comply with requests from appropriate PACE Academy officials to discontinue activities that threaten the operation or integrity of computers, systems or networks, or otherwise violate this policy is prohibited.
21. Revealing passwords or otherwise permitting the use by others (by intent or negligence) of personal accounts for computer and network access without authorization is prohibited.
22. Altering or attempting to alter files or systems without authorization is prohibited.
23. Scanning of networks, networked devices, or applications for security vulnerabilities without specific authorization by PACE Academy's Technology Office is prohibited.
24. Attempting to alter or connect any computing or networking components (including, but not limited to, bridges, routers, DHCP servers, wireless access points, and hubs) on the PACE Academy network without approval of the PACE Academy's Technology Director is prohibited.
25. Installation or alteration of wiring, including attempts to create network connections, or any extension or retransmission of any

computer or network services without the approval of the Technology Director is prohibited.

26. Conduct leading to disruption of electronic networks or information systems is prohibited.

27. Conduct leading to the damage of PACE Academy electronic information/data, computing/networking equipment, and resources is prohibited. I have read and agree to abide by the School District policy and regulations on appropriate use of the Electronic Information Service as incorporated herein by reference.

I understand and will abide by the provisions and conditions indicated. I understand that any violations of the above terms and conditions may result in disciplinary action and the revocation of my use of Electronic Information Services.

Student Name (print): _____
Student Signature: _____ **Grade:** _____ **Date:** _____

Parent or Guardian Co-signer: The signature of a parent or guardian who has read and agreed to uphold this use agreement is required before a student will be allowed to use the Electronic Information Service. As the parent or guardian of this student, I have read and understand this agreement. I understand that it is impossible for the School District to restrict access to all controversial materials, and I will not hold the District responsible for material acquired by use of the information services. I also agree to report any misuse of the information services to a School District administrator. (Misuse may come in many forms but can be viewed as any messages sent or received that indicate or suggest pornography, unethical or illegal solicitation, racism, sexism, inappropriate language, or other issues that may, or may not be described in this agreement.)

I accept full responsibility for supervision, if, and when, my child’s use of the information services is not in a school setting. I hereby give my permission to have my child use Electronic Information Services.

Parent/Guardian Signature: _____ **Date:** _____

PACE Preparatory Academy adheres to CIPA (Children Internet Protection Act) guidelines.

Student ChromeBook Agreement

I, _____, agree to use my ChromeBook and any media device in accordance with the internet Use Policy, described in the PACE Student Handbook (available on our website: www.PaceAcademy.com).

Additionally, I agree to treat my assigned ChromeBook with care and to pay for any damages that I may cause, intentional or not, I will be charged for damage, loss and/or abuse not to exceed \$229.00.

_____ **Printed Student’s Name**

_____ **Signed Student’s Name**

_____ **Printed Parent’s Name**

Required if student is less than 18 years old

_____ **Signed Parent’s Name**

Required if student is less than 18 years old

