

I. General Provisions

By adhering to the terms outlined in this Agreement, students can leverage the benefits of APS Technology Resources and contribute to a positive and productive learning environment.

- 1. Purpose and Scope
 - 1.1. Alamogordo Public Schools (APS) provides students with access to computer and network resources ("Technology Resources") to support their academic success and educational growth.
 - 1.2. This Agreement outlines the acceptable use of Technology Resources by students and the responsibilities of both parties.
 - 1.3. Access to Technology Resources is a privilege, not a right. Termination of such privilege must be warranted, including additional possible disciplinary consequences.
- 2. User Consent and Monitoring
 - 2.1. By using APS Technology Resources, students agree to the terms of this Agreement and acknowledge that their activity may be monitored. This monitoring is intended to ensure responsible use, protect student safety, and maintain network integrity.
- 3. Internet Safety Measures and Student Responsibility
 - 3.1. APS utilizes various protective measures, including website filtering, to comply with the federal Children's Internet Protection Act (CIPA) and safeguard students from accessing inappropriate content online.
 - 3.2. It is essential to recognize that no filtering system is foolproof. Due to the dynamic nature of the internet, despite these safeguards, APS cannot guarantee complete protection from encountering inappropriate content.
 - 3.3. Students are encouraged to report any inappropriate sites or content encountered to a school official or teacher immediately.
- 4. Acceptable Use and Prohibited Activities
 - 4.1. This Agreement establishes specific guidelines regarding acceptable and prohibited activities when using Technology Resources. Students are required to comply with all outlined rules and conditions.



II. Overview

Alamogordo Public Schools prioritizes fostering digital literacy and preparing students for success in their educational journeys and future careers by providing access to technology resources. These resources, known as Technology Resources, encompass computing systems, internet connectivity, and various software and hardware.

To ensure responsible and productive utilization of these resources, this Acceptable Use of Technology Resource Agreement outlines expectations and guidelines for all students and staff using the district-provided Technology Resources. Students are required to co-sign this agreement with a parent or guardian acknowledging their understanding and commitment to using technology responsibly.

III. Student Acceptable Use of Personal Electronic Devices

- 1. Definitions
 - 1.1. **Personal Electronic Device.** Within the scope of this agreement, a "personal electronic device" refers to any student-owned equipment capable of electronic communication, encompassing data and voice transmission, storage, retrieval, and presentation. This includes, but is not limited to, cellular phones, media players, gaming consoles, tablets, and laptops.
 - 1.2. **Instructional Day.** For this document, an "instructional day" encompasses the timeframe between the first and final scheduled bells of the school day, as well as any additional periods designated for educational instruction.

2. Student Rights and Responsibilities

2.1. Device Care and Responsibility

Students are solely responsible for the care and security of their personal electronic devices on school grounds and during school-sponsored activities.

2.2. Permitted Use

Students are permitted to bring personal electronic devices onto school campuses, athletic fields, school buses, and to school-sponsored activities, as long as they are under the supervision and control of school district employees.

- 2.2.1. **Before and after school.** Students may use their devices freely on campus during these times.
- 2.2.2. **During the school day.** High school students (grades 9-12) may use their devices during their lunch period, as determined by individual school administration.



- 2.3. Guidelines for Use
 - 2.3.1. During the school day, and at all school-sponsored activities, meetings, or practices held on school property, personal electronic devices must be kept out of sight and powered off or silenced.
 - 2.3.2. Exceptions to the powering off requirement exist only with prior approval from the principal or their designee in the following circumstances:
 - 2.3.2.1. The student or a family member has a documented medical condition requiring the use of the device.
 - 2.3.2.2. The student is using the device for educational or instructional purposes with the teacher's permission and supervision.
 - 2.3.3. On school buses, personal electronic devices are permitted only at the driver's discretion and must not disrupt the bus environment.

2.4. Prohibited Use

Student use of personal electronic devices is strictly prohibited in specific areas, including:

- Locker rooms
- Classrooms
- Bathrooms
- Swimming pool areas

Additionally, students may not use their devices on school property or at school-sponsored activities to access websites that are blocked by the school district, such as social networking sites.

2.5. Consequences of Misuse

Any use of personal electronic devices that disrupts the learning environment or violates these guidelines may result in disciplinary action and/or confiscation of the device. Confiscated devices will only be released to the student's parent/legal guardian after following established school procedures.

3. Student Unauthorized Use

The school district expects the responsible use of personal electronic devices on school grounds, at school-sponsored events, and on school buses. Adherence to these guidelines ensures a safe and productive learning environment for all students. The following list is not exhaustive. Any use of personal electronic devices that disrupts the learning environment or violates the Alamogordo Public Schools Code of Conduct will be subject to disciplinary action.



- 3.1. Prohibited Activities
 - 3.1.1. **Distribution of Inappropriate Content.** Sharing or possessing video, audio, or images of a sexual, violent, or threatening nature on school premises is strictly prohibited. Violations may result in disciplinary action and potential confiscation of the personal electronic device.
 - 3.1.2. **Academic Misconduct.** Using personal electronic devices to transmit school materials for unethical purposes, such as cheating, is strictly forbidden. Consequences may involve disciplinary action and potential academic sanctions.
 - 3.1.3. **Bullying and Harassment.** Any activity involving personal electronic devices that violates the Alamogordo Public Schools Bullying Prevention Policy and Procedural Directive will not be tolerated. Disciplinary action will be taken accordingly.
- 4. District Staff Rights and Responsibilities
 - 4.1. Confiscation Procedures

The school district will develop internal procedures outlining the process for confiscating personal electronic devices from staff members found in violation of this agreement. These procedures will address, but are not limited to:

- 4.1.1. **Staff Responsibilities.** Staff are expected to immediately secure the device and turn it over to the designated school location.
- 4.1.2. **Returning Confiscated Devices.** A clear process for parents/legal guardians to retrieve confiscated devices will be established.
- 4.1.3. **Recordkeeping.** Documentation will be maintained for each confiscation, including the date, reason for confiscation, and responsible staff member.
- 4.2. Liability

Alamogordo Public Schools will not be liable for the theft, loss, or damage of personal electronic devices brought to school by staff members and remaining under their control.

4.3. Confiscation and Searches

District staff have the authority to confiscate personal electronic devices when they are being used in violation of this agreement or internal school procedures. Upon confiscation, staff must adhere to all applicable district and school protocols.



- 4.3.1. **Search Protocols.** Under specific circumstances, district staff may search confiscated devices or examine content on devices belonging to students. Such circumstances require reasonable suspicion of unauthorized or illegal activity. When determining the appropriateness of a search, staff must ensure the following:
 - 4.3.1.1. Reasonable Cause: The initial assessment leading to the search is based on credible information or indicators of device misuse.
 - 4.3.1.2. Relevance to Violation: The search scope is directly related to the suspected violation and remains appropriate considering the student's age, gender, and the nature of the alleged infraction.

IV. Acceptable Use of Networks, Including the Internet

Alamogordo Public Schools (APS) provides access to technology resources, including computers, networks, email, and the internet, to support educational activities and promote student learning. The following section outlines the expected behavior and responsibilities of students using these resources both on and off Alamogordo Public Schools property.

1. Email

Email services and systems provided by APS are considered school property. All messages sent, received, or stored within these systems are also school property and may be monitored by designated staff, except for any data protected by copyright or other legal protections.

2. Internet

The Internet offers valuable opportunities for learning, research, communication, and collaboration. However, it also creates new responsibilities for students. The internet and other online resources provided by APS should be used for educational purposes and to support student learning.

2.1. Internet Safety Education

APS prioritizes student internet safety. Internet safety education includes lessons on:

- 2.1.1. Cyberbullying awareness and response
- 2.1.2. Appropriate online behavior
- 2.1.3. Responsible use of district technology resources



2.2. Student Internet Safety

Students are advised to:

- 2.2.1. Avoid disclosing full names, addresses, phone numbers, or other personal information online.
- 2.2.2. Refrain from sharing personal information about themselves or others that could compromise privacy.
- 2.2.3. Report inappropriate or uncomfortable messages to teachers or school staff immediately.
- 2.2.4. Preserve any inappropriate messages until instructed to do so by a staff member.
- 2.2.5. Never share passwords with anyone.
- 2.2.6. Report lost or stolen passwords, or suspected unauthorized access to accounts, to teachers immediately.
- 3. Student Responsibilities
 - 3.1. Account Security and Privacy
 - 3.1.1. Students are accountable for the proper use of their assigned accounts at all times.
 - 3.1.2. Personal information should not be shared, and account passwords must be kept confidential.
 - 3.1.3. Sharing passwords or using accounts belonging to others is strictly prohibited.
 - 3.2. Acceptable Use
 - 3.2.1. The district's technology resources are solely for educational purposes.
 - 3.2.2. APS reserves the right to monitor online communications to ensure proper usage, including downloaded materials.
 - 3.2.3. Inappropriate online behavior or use of Technology Resources may result in the loss of network privileges.
 - 3.2.4. All communication through email, online postings, and other platforms should be respectful and appropriate in accordance with District and school campus codes of conduct.
 - 3.3. Prohibited Activities
 - 3.3.1. The network cannot be used for illegal or commercial activities.
 - 3.3.2. Accessing, storing, or sharing hateful, offensive, or sexually explicit content, including information related to weapons, is strictly prohibited.
 - 3.3.3. Harassment, bullying, or discrimination based on any protected characteristic is prohibited.
 - 3.3.4. Promoting the use of drugs, alcohol, weapons, tobacco, or unethical behavior is not permitted.



3.4. Responsible Use

- 3.4.1. Vandalism, including uploading viruses, applying additional security firewalls, withholding passwords, or intentionally damaging equipment or data, will lead to the loss of user privileges.
- 3.4.2. Respecting user privacy is essential. Students cannot access, modify, or delete other users' files or emails.
- 3.4.3. Impersonating others is strictly prohibited.
- 3.5. Reporting and Compliance
 - 3.5.1. Students are required to report security concerns or misuse of services to a teacher, principal, or other school staff member.
 - 3.5.2. Attempting to bypass network security measures, such as using VPNs, proxy servers, extensions, or other methods to circumvent security protocols, is not allowed.
- 3.6. Agreement and Consequences
 - 3.6.1. Students and their parents/legal guardians must sign this Policy before accessing the network.
 - 3.6.2. Failure to comply with these terms may result in:
 - Disciplinary action
 - Revocation of user accounts or access to Technology Resources
 - Legal action as deemed necessary
- 4. District Staff Responsibilities
 - 4.1. Ensuring Responsible Student Use of Technology Resources
 - 4.1.1. **Supervision.** Staff are responsible for maintaining appropriate oversight of students while they access the Technology Resources.
 - 4.2. Reporting Misconduct
 - 4.2.1. **Incident Reporting.** Staff are required to promptly report any suspected misuse of the Technology Resource to either the administration or the designated system administrator, depending on the nature and severity of the incident.

5. Copyright Violations

Respecting Intellectual Property. Users are prohibited from copying, selling, or distributing any copyrighted material without obtaining explicit written permission from the author or publisher. As a general rule, all materials encountered on the internet are copyrighted. Additionally, plagiarism, which involves presenting another's work or ideas as your own, is strictly prohibited.



6. Privacy

Network Monitoring. The network and internet access provided by Alamogordo Public Schools are intended for educational purposes. To ensure responsible and safe usage, the school district reserves the right to monitor, inspect, copy, review, and store any activity on the network and internet, including information transmitted or received. All information obtained through this monitoring is considered property of Alamogordo Public Schools, and users should not expect a right to privacy regarding such materials.

V. Terms and Conditions

- 1. Device Care and Security
 - 1.1. **Temperature and Theft.** You agree to protect your assigned device from theft and damage caused by extreme temperatures. Leaving your device unattended in a vehicle is strictly prohibited.
 - 1.2. **Protection.** You are responsible for safeguarding your device from misuse, damage, and theft.
 - 1.3. **Carrying.** Transport your device in a secure manner that minimizes the risk of damage.
 - 1.4. **Loss or Theft.** In the event of a lost or stolen device, you must immediately notify the school administration and file a police report.
 - 1.5. **Financial Responsibility.** You may be liable for the fair market value of your assigned device in case of loss, theft, or intentional damage. This includes the cost of replacement or repair.
 - 1.6. **Accountability.** You assume full responsibility for any equipment you use or check out, including its appropriate use and safekeeping.
- 2. Device Usage
 - 2.1. **Content.** You are responsible for all content stored on your device, regardless of who added it or for how long. Ensure adherence to all applicable laws and regulations.
 - 2.2. **Repairs.** Only authorized personnel from the APS Technology Support Services Department are permitted to perform repairs on your device.
 - 2.3. **Return.** Upon disenrolling, you must return any device assigned to you to the school's front office in good working condition.



VI. Alamogordo Public Schools Contacts

Administrative Position

• Superintendent

Department Positions

- Director of Technology
- Curriculum and Instruction Coordinator
- Coordinator of Innovation and Learning Technology
- School Principals

VII. References

Legal Cross Ref.

- The Children's Internet Protection Act (CIPA)
- NMAC 6.1.1.2

Board Policy Cross Ref.:

- IJNDB Use of Technology Resources in Instruction
- JICD Cyberbullying Prohibition and Prevention

Procedural Directive Cross Ref.:

Bullying and Cyberbullying Prevention

Forms Cross Ref.:

Agreement for Acceptable Use of Networks, Including the Internet

NSBA/NEPN Classification: JICJ



Parental Consent for Online Educational Services

Dear Parent(s)/Guardian(s),

At Alamogordo Public Schools, we believe in fostering a robust learning environment that equips students with the necessary technological skills for success in their future endeavors. We incorporate various online educational services like applications, platforms, software, and websites to enrich the learning experience, promote collaboration on projects, facilitate communication between teachers and students, and extend learning opportunities beyond the classroom.

For certain online services, parental consent is required before adding students as users.

We encourage you to review the following resources for a comprehensive understanding of these services:

- List of District-Approved Online Educational Services: <u>https://bit.ly/20-21-OES</u>
- Individual Service Privacy Policies and Terms of Service: Access these details through the specific service platforms.

By signing below, you acknowledge and grant permission for your child to access and utilize the aforementioned online educational services as directed by their teachers, per the district's Acceptable Use Policy.

Please Note: This permission can be withdrawn at any time by contacting your child's school principal.

Sincerely,

Alamogordo Public Schools

Teaching and Learning Department



Notice Regarding Participation in Virtual Small Group Lessons, Teleservices, or Telephonic Instruction

Introduction

Alamogordo Public Schools is committed to providing continuous educational services to your child. This includes offering virtual small group lessons, teleservices, or telephonic instruction (collectively referred to as "virtual learning activities").

Participation and Recording

- Your child may be required to be visible on camera and/or participate verbally during virtual learning activities.
- During these sessions, your child may be seen and heard by classmates and instructors.
- The district's chosen platform (e.g., Zoom, Google) may retain your child's sign-in name and email address for record-keeping purposes.

By allowing your child to participate, you grant consent for:

- Your child's participation in virtual learning activities.
- Recording (audio or video) of your child solely for educational purposes, conducted by the designated school provider.

Expectations and Conduct

- Parents/Guardians are welcome to observe their child during virtual lessons.
- To ensure a productive learning environment, please refrain from:
 - Disrupting the session with any form of communication (talking, etc.).
 - Engaging in any activity that may hinder the learning experience for others.
 - Recording or capturing any part of the session (including setup and conclusion).
- We encourage respect for all participants' privacy. Please refrain from:
 - Discussing personal observations or confidential information overheard during sessions.
 - Sharing concerns about your child or others with anyone outside their immediate school support network (teacher, therapist, administrator).

Consent and Revocation

By allowing your child to participate, you acknowledge:

- Your understanding and consent for your child's participation in virtual learning activities.
- The voluntary nature of your consent can be revoked at any time.
- Revocation is not retroactive and does not affect actions taken before its submission.
- Receipt of the Notice of Procedural Safeguards in your native language, with a clear explanation of your rights.

We encourage you to discuss any questions or concerns with your child's school representative.



Agreement for Acceptable Use of Technology

As the parent or legal guardian,

- 1. I acknowledge that I have read and discussed the Alamogordo Public Schools Student Acceptable Use of Technology with my child.
- 2. I understand that:
 - Computer access and district-issued devices are provided:
 - For educational purposes only, in alignment with the academic goals of Alamogordo Public Schools.
 - Any other use is considered inappropriate.
- I recognize that Alamogordo Public Schools cannot guarantee complete restriction of access to potentially inappropriate materials due to the nature of the internet. Therefore, I agree not to hold the school responsible for any materials accessed on the school network.
- 4. I hereby grant permission for my child to utilize technology resources issued by and at Alamogordo Public Schools.
- 5. I further acknowledge that students may be held financially responsible for any damage or loss incurred to district-issued technology assigned to them.
- 6. I understand that failure to abide by the Alamogordo Public Schools Student Acceptable Use of Technology may result in loss of access to Technology Resources.

Parent / Guardian's Name (Print):

Parent / Guardian's Signature:

Date Signed



Agreement for Acceptable Use of Technology

As an Alamogordo Public Schools Student,

- 1. I Am Committing to Acceptable Use
 - By accepting this Agreement, you agree to:
 - Comply with the established guidelines outlined in the Alamogordo Public Schools Student Acceptable Use of Technology document.
 - Utilize APS technology resources and district-issued technology responsibly and productively solely for educational purposes aligned with school curriculum and activities.
 - Refrain from engaging in any activity that disrupts or potentially harms other users while accessing APS technology resources.
 - Acknowledge that APS administrators have the discretion to determine conduct deemed inappropriate even if not explicitly defined within this Agreement.
 - Accept potential liability for any fines or fees incurred due to damage or loss of district-issued technology assigned to you.
- 2. I Am Responsible for Use and Care

As a student, you are entrusted with the care and responsible use of APS-provided technology resources and equipment. Any misuse or violation of this Agreement may result in disciplinary action, including but not limited to:

- Suspension or termination of access to technology privileges.
- Financial responsibility for repair or replacement of damaged equipment.
- Further disciplinary action as deemed necessary by the school administration.

By accessing APS technology resources or utilizing district-issued technology, you acknowledge that you have read, understand, and agree to abide by the terms and conditions outlined in this Agreement.

Student's Name (Print):

Student's Signature:

Date Signed