



## **Newhall School District Distance Learning Policy**

**Parents, please read this Policy in its entirety. Be advised that by utilizing and participating in the Newhall School District (NSD) Distance Learning Platform and associated applications, you are through your family's use of said Distance Learning Platform and associated applications consenting and agreeing to all of the terms of use as outlined herein.**

The intent of this Distance Learning Policy (DLP) is to prevent unauthorized access and other unlawful activities by users online, prevent unauthorized disclosure of, or access to, sensitive information, and to comply with legislation including, but not limited to, the Children's Internet Protection Act (CIPA), Children's Online Privacy Protection Act (COPPA), Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and the California Electronic Communications Privacy Act (CalECPA). Furthermore, the DLP delineates the educational purpose of the NSD Distance Learning Platform.

As used in this DLP, "Distance Learning Platform and associated applications" includes direct and/or indirect instruction provided by NSD and/or its employees or representatives via any and all electronic means and platforms including, but not limited to, Zoom or Google Hangout, email, instant/private messaging, virtual office hours, videoconferencing, and/or prerecorded lessons. As used in this DLP, "user" includes anyone using computers, tablets, Internet, email, and/or any other forms of electronic communication or equipment, whether or not provided by NSD, and regardless of the physical location of the user and/or the electronic equipment or platform(s) used, to access or communicate with or through the DLP and associated applications. As used in this DLP, "parent" is defined as a biological or adoptive parent, legal guardian, or educational rights holder who has rights to access pupil record information. **Only parents of current NSD students and currently enrolled NSD students are authorized users of the DLP and associated applications and only users may access or use the NSD DLP and associated applications.**

Users should have no expectation of privacy regarding their use of NSD equipment, network, accounts, and/or Internet access or files, including electronic communications with NSD accounts.

### **Parent & Student Responsibility**

**By using the NSD Distance Learning Platform and associated applications, you acknowledge that you understand and agree to all of the following user requirements:**

- Parent will monitor and guide student activity at home, including monitoring what websites and apps students access or use.
- Parent/Student will practice positive **digital citizenship**, including appropriate behavior and contributions during videoconference instruction and all other electronic communications. Parent/Student will not engage in behavior that disrupts the learning environment or videoconference instruction or compromises school and student safety and security.
- Parent/Student will not record any videoconference instruction and understand that any recording violates Education Code section 51512, which states in pertinent part:

**Use by any person, including a student, of any electronic listening or recording device in any classroom of the elementary schools without the prior consent of the teacher and the principal of the school given to promote an educational purpose disrupts and impairs the teaching process and**

**discipline in the elementary schools, and such use is prohibited. Any person, other than a pupil, who willfully violates this section shall be guilty of a misdemeanor.**

**Any student violating this section shall be subject to appropriate disciplinary action.**

- Parent/Student will not share personal information about themselves or others, including, but not limited to, names, home addresses, telephone numbers, birth dates, or email addresses.
- Parent/Student will abide by all laws, this Distance Learning Policy and all NSD policies including, but not limited to any NSD Acceptable Use of Technology Policies or Procedures.
- Parent/Student will not share any passwords or classroom links with anyone nor directly or indirectly allow another person to use them.
- Parent/Student will not access the account information of others.
- Parent/Student will log out of classroom links when online instruction has ended in order to maintain privacy and security.
- Parent/Student will not use the NSD DLP and associated applications or NSD equipment to obtain unauthorized information, attempt to access information protected by privacy laws, or impersonate other users or persons.
- Parent/Student will comply with all NSD guidelines and expectations for use and participation in programs offered through the NSD DLP, including student participation during both synchronous and asynchronous learning opportunities. NSD's guidelines and expectations may be communicated through a variety of means, including, but not limited to, directions and expectations communicated by individual teachers.
- Parent/Student will report system security weaknesses or security events to NSD.
- Parent understands that the cost of repairing or replacing a lost or broken device is up to \$325.

### **Consequences for Inappropriate Use**

Misuse of NSD DLP and associated applications will result in restricted access. Failure to uphold the requirements and responsibilities listed above is misuse. Such misuse may also lead to legal action.

### **Disclaimer**

NSD makes no guarantees about the quality of the electronic platform services provided including, but not limited to, Zoom, Google, etc., and is not liable for any claims, losses, damages, costs, or other obligations arising from use of said platforms.

NSD reserves the right to revise this DLP from time to time, regardless of when user initially began using the DLP and associated applications and/or agreed to the terms of this DLP. NSD will date and post the most current version of this DLP on the NSD website <https://www.newhallschooldistrict.com/Page/3481> Any changes will be effective upon posting the revised version of this DLP (or such later effective date as may be indicated) and such updated DLP will be applicable to users and uses of the DLP and associated applications. No other notice is required to be provided to user. User is encouraged to review this DLP each time user uses the DLP and associated applications as well as any revised DLP and associated applications.

All parents need to acknowledge receipt of this document by completing the following form (insert link). Any parent wanting to opt out of videoconferencing in the Google Meet or Zoom platform please indicate that in the form.