



Sunnyside Union School District

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DISTANCE LEARNING POLICY AND USE AGREEMENT

Please read this agreement in its entirety. Be advised that by utilizing and participating in the Sunnyside Union School District's Distance Learning Platform and associated applications, you are confirming that you have read and agree to the terms of use as outlined herein, including agreeing to the District's Responsible Use of Internet and Technology Resources Contract For Students and Parents ("Responsible Use Agreement"), which is available on the District website in English and Spanish: www.sunnysideunion.com

The intent of this Distance Learning Policy & Consent Form (DLP) is to prevent unauthorized access and other unlawful activities by users online, prevent unauthorized access to sensitive information, unauthorized disclosure of such information, and to comply with applicable laws 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), and the California Electronic Communications Privacy Act (CalECPA). Furthermore, the DLP describes the educational purpose of the District's Distance Learning Platform.

The District's "Distance Learning Platform and associated applications" includes direct and/or indirect instruction provided by the District and/or its employees or representatives via any and all electronic means and platforms, including but not limited to, Zoom, G Suite for Education, Google Hangouts, email, instant/private messaging, virtual office hours, videoconferencing, and/or prerecorded lessons.

"User" includes anyone using computers, tablets, Internet, email, and/or any other forms of electronic communication or equipment, whether or not provided by the District, 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 Distance Learning Platform and associated applications.

"Parent" is defined as a biological or adoptive parent, legal guardian, or educational rights holder who has rights to access pupil record information. **Only currently enrolled District students and their parents are authorized users of the Distance Learning Platform and associated applications.**

The District uses technology protection measures to block or filter as much as reasonably possible access to visual and written depictions that are obscene, pornographic, or harmful to minors over the Distance Learning Platform and associated applications. The District will implement available and appropriate measures to ensure that the Distance Learning Platform and associated applications are secure against any and all potential cyber security threats. This may include blocking access to some or all of the District's Distance Learning Platform and associated applications, including, but not limited to, email, videoconferencing, data management and reporting tools, and other web applications. Should access be blocked to the current Distance Learning Platform and associated applications, the District will make available an alternative Distance Learning Platform to minimize disruption to Distance Learning.

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

Users should be aware that when they are logged onto the video conference software, depending on the placement, positioning, and angle of the user's communication device, other participants likely will be able to view the area behind the user, which may include areas of the user's home and other people within the home.

The District cannot monitor activity in the homes of Users and for this reason the District cannot ensure either the confidentiality or the privacy of any participant or the activities in the participant's home during an online session.

By utilizing and participating in the District's Distance Learning Platform and associated applications, parents and students acknowledge and consent that teachers may record their lessons, that such recordings are only to be used for educational purposes, and that teachers may post copies of recorded lessons on teacher websites and other Distance Learning Platform websites for students to review.

PARENT & STUDENT RESPONSIBILITY

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

- ☐ 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. Any Student violating this rule shall be subject to appropriate disciplinary action.
- ☐ Parent/Student will not copy or redistribute any videoconference instruction. Any Student violating this rule shall be subject to appropriate disciplinary action.
- ☐ When utilizing video conference software, Parents/Students must be dressed and groomed in a manner which shows respect for their teacher, classmates, and themselves. Dress shall not be disruptive to the distance learning environment and the overall educational process. Parents/Students should generally refer to their school's dress code policy for proper dress and grooming standards.
- ☐ While participating in a video conference, Parents/Students must ensure that the background in their home is as free as possible from potential distractions including, but not limited to, family members, pets, electronic devices, any audio or visual material that can be viewed as profane, vulgar, obscene, or sexually suggestive, or any other noises that could be disruptive to the distance learning environment.
- ☐ Parent/Student will abide by all laws, this Distance Learning Policy and all District policies including, but not limited to, the Responsible Use Agreement, which is incorporated in full into this DLP.
- ☐ Parent/Student will not share any passwords or classroom links with anyone and will not 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 District's Distance Learning Platform and associated applications or District 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 District guidelines and expectations for use and participation in programs offered through the District's Distance Learning Platform, including student participation during both synchronous and asynchronous learning opportunities. The District'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 the District.

CONSEQUENCES FOR INAPPROPRIATE USE

Misuse of the District's Distance Learning Platform and associated applications will result in restricted access. Such misuse may also lead to disciplinary action and potentially other legal consequences.

DISCLAIMER

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

The District reserves the right to revise this Distance Learning Policy and Consent Form from time to time and user agrees to be bound by any revisions, regardless of when user initially began using the Distance Learning Platform and associated applications and/or agreed to the terms of this DLP. The District will date and post the most current version of this DLP on the District's Website: www.sunnysideunion.com.

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 Distance Learning Platform 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 Distance Learning Platform and associated applications. Users are not required to sign the new version(s) of the DLP or otherwise reaffirm their consent. By agreeing to these terms, User consents to any and all revised DLP forms issued by the District as set forth herein unless User notifies the District in writing.

ACKNOWLEDGMENT

If you **Do Not** give consent for your child to use the applications as stipulated in the Distance Learning Plan, please email the following information to comments@sunnysideunion.com

- Name(s) of Child(ren)
- Grade Level
- Type the Statement **"I DO NOT GIVE CONSENT TO THE DISTANCE LEARNING AGREEMENT"**

Please note that your decision to eliminate access to these tools may **significantly affect** your student's ability to work collaboratively with his or her peers on class assignments and projects, and may impact the development of skills necessary to live and work in this increasingly digital world.

