

## **Ontario-Montclair School District Notice Regarding Online Learning**

**Parents, please read this Notice in its entirety.** The intent of this Online Learning Policy & Notice (“Notice”) is to address the unprecedented closure of schools arising out of the Coronavirus pandemic and the effects the school closures will have on Ontario-Montclair School District’s (“OMSD”) ability to provide enrichment and instruction to its students. In addition to this Notice, Students and parents are responsible for following all requirements specified in the District’s Acceptable Use Agreement provided in the 2019-2020 Parent, Guardian and Student Annual Notification Handbook.

The Notice is subject to change based on the increasing information received from the state and federal government and their respective arms, and from the practical lessons learned as OMSD rolls out its Online Learning Platform. This Notice is also an attempt to remain in line with Executive Order N-26-20 which specifies: If an LEA closes the schools to address COVID-19, the LEA is not prohibited from offering distance learning or independent study to impacted students. To the extent any state or local law might have been interpreted to the contrary, that law is waived. Further, this Notice is designed to adhere to the information provided by the United States Department of Education FERPA & VISUAL LEARNING DURING COVID-19 March 30, 2020 guidance.

The intent of this Notice is also 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), and the California Electronic Communications Privacy Act (CalECPA). Furthermore, the Notice delineates the educational purpose of the OMSD Online Learning Platform.

As used in this Notice, “Online Learning Platform and associated applications” includes direct and/or indirect instruction provided by OMSD 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 Notice, “user” includes anyone using computers, tablets, Internet, email, and/or any other forms of electronic communication or equipment, whether or not provided by OMSD, 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 Online Learning Platform and associated applications. As used in this Notice, “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 OMSD students and currently enrolled OMSD students are authorized users of the Online Learning Platform and associated applications and only users may access or use the OMSD Online Learning Platform and associated applications.**

OMSD uses technology protection measures to block or filter access, as much as reasonably possible, to visual and written depictions that are obscene, pornographic, or harmful to minors over the Online Learning Platform and associated applications. OMSD will implement available

and appropriate measures to ensure its Online 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 OMSD Online Learning Platform and associated applications, including, but not limited to, email, videoconferencing, data management and reporting tools, and other web applications.

Notwithstanding the efforts made by OMSD to use blocking and filtering mechanisms, **users should have no expectation of privacy regarding their use of OMSD equipment, network, accounts, and/or Internet access or files, including electronic communications with OMSD accounts.**

### **Parent & Student Responsibility**

**By using the OMSD Online 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 and understand that any recording violates Education Code section 51512, which states in pertinent part:

**[U]se by any person, including a pupil, of any electronic listening or recording device in any classroom of the elementary and secondary 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 and secondary schools, and such use is prohibited. Any person, other than a pupil, who willfully violates this section shall be guilty of a misdemeanor.**

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

- 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 comply with all OMSD guidelines and expectations for use and participation in programs offered through the OMSD Online Learning Platform, including student participation during both synchronous and asynchronous learning opportunities. OMSD'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 OMSD.

### **Consequences for Inappropriate Use**

Misuse of OMSD Online Learning Platform 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**

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

OMSD reserves the right to revise this Notice at any time and user agrees to be bound by any revisions, regardless of when user initially began using the Online Learning Platform and associated applications and/or agreed to the terms of this Notice. OMSD will date and post the most current version of this Notice on the OMSD website at [www.omsd.net](http://www.omsd.net). Any changes will be effective upon posting the revised version of this Notice (or such later effective date as may be indicated) and such updated Notice will be applicable to users and uses of the Online Learning Platform and associated applications. No other notice is required to be provided to user. User is encouraged to review this Notice each time user uses the Online Learning Platform and associated applications.