Thursday, April 2, 2020

## FERPA Notice for Virtual Learning

During this difficult time, Tulpehocken Area School Disrict is committed to making a good faith effort to provide continuity of education, planned instruction, and appropriate and reasonable services for students while our school districts are closed due to COVID-19. One method of doing so is providing instruction and related services, to the extent, it is appropriate, through video conferencing and other virtual/online platforms. Tulphocken Area School District has made reasonable efforts to ensure that such conferencing is confidential, and access is limited to students in the assigned groups. However, some of these services will be provided in a group format and when this occurs students will be able to see other students in the group. In addition, Tulpehocken Area School District is unable to control who else may be in the room in which a student is receiving these services remotely, including other family members or others who are living with the other students, who may observe the session and what other students are in the group.

Therefore, Tulpehocken Area School District expects that all families will review and implement the following guidelines and expectations to ensure the confidentiality rights of all students are protected during instructional methodologies which will include group communications, and/or video conferencing.

- 1. Neither Tulpehocken Area School District nor parent shall make or maintain recordings of the course content or classroom activity or other group communication that is conveyed via the virtual attendance services. Recordings will be maintained of the live classroom instruction with the teacher present in the recording only for students who are unable to receive the instruction during the virtual instruction time period. Students will not be recorded.
- 2. Parent shall make every effort to ensure that no one other than the student scheduled to participate in a virtual attendance service can see or hear the virtual attendance service.
- 3. If parental or other third-party involvement in a virtual attendance service is necessary to enable a student to participate, the individual assisting the student shall not re-disclose any personally identifiable information about any student involved in the virtual attendance activity.
- 4. If the parent's electronic equipment malfunctions in any way, the planned virtual attendance services will continue as scheduled.
- 5. The parties agree that this Agreement does not apply to the video- or audio-taping of any course material by teachers that have been or may be made available to students from time to time.