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## **Privacy Notice and Virtual Education Programming**

During this difficult time, the Center for Humanistic Change ("CHC") is committed to making a good faith effort to provide continuity of programming, and appropriate and reasonable services for students while we suspend our agency's on-site delivery of programs due to COVID-19. One method of providing programming and services is through video conference and other virtual/online platforms. CHC has made reasonable efforts to ensure that such conferencing is confidential and access is limited to students in the assigned groups. However, CHC will provide some of these services in a group format and when this occurs, students will be able to see other students in the group. In addition, CHC is unable to control who else may be in the room in which a student is receiving these services remotely, including but not limited to other family members, who may observe the session, who the other students are in the group, and what they are doing.

Households are expected to review and implement the following guidelines and expectations to ensure the confidentiality rights of all students are protected during programmatic methodologies which will include group communications, and/or video conferencing:

- 1. Persons within the home at the time the student is receiving services remotely shall not make or maintain recordings of the course content or classroom/program activity or other group communication that is conveyed via the virtual attendance services.
- 2. 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 electronic equipment malfunctions in any way, the planned virtual attendance services will continue as scheduled.
- 5. The parties agree that these expectations do not apply to the video- or audio-taping of any course material that teachers have made or may be made available to students from time to time.

Arlene J. Lund

**Executive Director**