

# 2022 Letter of Understanding for Online Participation

Dear Pre-College Programs Student and Parent(s) or Legal Guardian(s):

In order to afford all University of Southern California ("USC" or "University") Pre-College Programs ("Program") participants the most beneficial and enjoyable experience, we require that certain minimum standards of conduct be observed. We are also providing you with certain notices to facilitate an enjoyable and productive experience for all students, parent(s), and legal guardian(s). Our experience has shown that a prior understanding of these standards by students and their parent(s) or legal guardian(s) will help contribute to a more effective learning experience.

### COPPA/Technology Use Notice:

In order for USC to be able to provide students with the most effective web-based tools and applications for learning, USC utilizes several computer software applications and web-based services not operated by USC, but by third parties, such as such as Zoom, Blackboard, Slack, and similar learning management systems. USC may provide and some of these commercial programs and online services may collect personal identifying information -- generally a student's first name, last name, email address and username - as a result of the student using that website/app.

Under a federal law titled the Children's Online Privacy Protection Act (COPPA) these commercial websites/apps must provide parental notification and obtain parental consent before collecting personal information from children under the age of 13. The purpose of COPPA is to give parents control over the information collected about their children by websites/apps. COPPA applies to commercial websites/apps that collect, use or disclose personal information from children, and operators of general audience websites or online services with actual knowledge that they are collecting, using or disclosing personal information from children under 13 years old. For more information on COPPA, please visit: <a href="https://www.ftc.gov/tips-advice/business-center/guidance/complying-coppa-frequently-asked-questions">https://www.ftc.gov/tips-advice/business-center/guidance/complying-coppa-frequently-asked-questions</a>

As part of our Program curriculum, students of all ages may be using the below list of commercial websites/apps, which means that these commercial websites/apps may collect and disclose certain personal information about students as students uses these websites/apps. Please be advised that you are responsible for reviewing the privacy policy for each of these commercial websites/apps and giving your direct consent for those websites/apps to collect personal information about your student.

| Website/App        | Privacy Policy                                |
|--------------------|---|
| Zoom               | https://zoom.us/privacy                       |
| Blackboard         | https://help.blackboard.com/Privacy_Statement |
| Slack              | https://slack.com/privacy-policy              |
| Canvas Instructure | https://www.instructure.com/policies/privacy  |



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By enrolling your student in the USC Pre-College Program, you acknowledge receipt of this COPPA Compliance notice, give your permission for the student to use these websites/apps, and acknowledge your responsibility for reviewing the privacy policies of the above-listed websites/apps and giving your direct consent for those websites/apps to collect personal information about your student. You hereby grant permission for USC to provide limited personal identifying information for your student to the following web-operators: Zoom, Blackboard, Slack, and any additional education computer applications and web-based services that the Program may deem necessary. This consent is not a waiver of students, parents or legal guardian's rights under the Family Educational Rights and Privacy Act ("FERPA").

#### <u>Academic Integrity:</u>

It is the responsibility of the student to uphold the academic integrity of the university. Cheating on examinations, plagiarism, and improper acknowledgement of sources in essays are considered very serious offenses and any student found in violation of this regulation will be required to leave the Program.

#### Sexual Harassment:

No student may commit sexual harassment, defined as unwelcome sexual advances, requests for sexual favors, and other verbal or virtual conduct of a sexual nature. This includes suggestive or obscene communication via letters, notes, text messages, images and any material distributed via social media, or any type of digital communication.

Students shall not engage in or encourage lewd, indecent or obscene behavior in the university community or at program-sponsored activities. Encouraging or permitting others to engage in misconduct is prohibited within the university community. Students should notify an appropriate program administrator of the misconduct.

All students are required to follow the USC Student Sexual, Interpersonal, and Protected Class Misconduct Policy, available online at <a href="https://policy.usc.edu/student-misconduct/">https://policy.usc.edu/student-misconduct/</a>.

## **Additional Rules:**

Students are required to comply with the Code of Conduct. Additional rules regarding individual conduct may be given to each student (e.g. classroom behavior, offenses, student handbook, etc.). No virtual abusive conduct, including verbal abuse, is permitted. Violation of any of these rules or the additional rules will result in disciplinary action up to and including dismissal from the Program.

### Students, Parent(s) and Legal Guardian(s) Also Agree to the following:

My student and I agree to obey all rules and policies mandated by Program personnel in the Program's Letter of Understanding, Code of Conduct, and Privacy Policy (available on the Program website).

My student and I will not photograph, videotape, and/or audiotape ourselves or others during the online portion of the Program. It is understood and agreed by the undersigned student and Parent(s) or Legal Guardian(s) that any photos and videos taken by USC photographers, staff or other Program students during the Program may be used for promotional purposes. I understand my student will not be identified



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by name unless I give my express permission. I hereby waive and release on behalf of myself and/or my student, any rights to compensation for, or ownership of, such images and/or sounds.

I understand that I am responsible for informing USC of my student's medical condition(s) or disabilities of which the Program should be aware of while my student participates in the Program, especially if any condition constitutes a disability that would make it difficult for your student to participate in the online portion of the Program.

I also acknowledge and accept my full and sole responsibility for tuition, fees, purchases, and any interest garnered on delinquent payments resulting from my student's participation in the Program. I understand if my student is dismissed from the Program or withdraws from the program, I will not receive a refund of tuition, fees, or any other Program charges.

I understand my student and I are expected to comply with federal, state, and local laws. The success of the Program requires the cooperation of everyone involved.

I agree that the University of Southern California and its officers, trustees, employees, agents, representatives, and any department, organization or group affiliated therewith (collectively, "USC") assumes no responsibility for any injury or damage arising out of, or in part caused by, participation in the Program. I agree that I, my spouse, assignees, heirs, guardians, and legal representatives hereby voluntarily indemnify, release from liability, agree to defend and hold harmless USC for any accident, injury, illness, death, loss, theft, damage to person or property, or other consequences arising or resulting directly or indirectly from participation in the Program, including but not limited to claims arising from or related to USC's negligence.

I expressly agree that this release is intended to be as broad and inclusive as the State of California will allow and that if any portion is held invalid, they agree that the balance shall, notwithstanding, continue in full legal force and effect.

Please sign below to indicate your understanding of all of the above notices and acceptance of the terms of the Program. Upload a signed copy of this letter to the Application Portal and keep a copy for your reference.

| Print Student Full Legal Name    | Student Signature               | Date |  |
|----------------------------------|---------------------------------|------|--|
| Print Parent/Legal Guardian Name | Parent/Legal Guardian Signature | Date |  |