

# PROVINCIAL e-LEARNING STRATEGY

## MASTER USER AGREEMENT

Fall 2013

### Introduction

The Provincial e-Learning Strategy was launched by the Ministry of Education (Ministry) in February 2006 with eleven pilot school boards, and has grown to include all of Ontario's publicly funded school system.<sup>1</sup> It is guided by a vision of an Ontario where students have unlimited opportunities to learn and achieve at a high level within a digital and ever-changing world.

As part of this vision, the Ministry is responsible for providing school boards with various supports necessary to provide students with e-learning opportunities. The Ministry is also responsible for providing e-learning leadership within the provincially-funded school system in such areas as blended learning, online pedagogy, and the development of digital content.

School boards are responsible for the delivery of e-learning, including program direction, hiring staff, registering students, teaching students, and granting credits.

This Master User Agreement (the Agreement), created by e-Learning Ontario,<sup>2</sup> provides the definitions, conditions, roles, and responsibilities of school boards participating in the Provincial e-Learning Strategy.

### Components of and Access to the Provincial e-Learning Strategy

School boards participating in the Provincial e-Learning Strategy have access to a number of components, including:

- Provincially licensed Learning Management System (LMS) – a password-protected virtual learning environment (vLE)<sup>3</sup> accessible to authorized users<sup>4</sup> (*digital teaching and learning space*);
- Ontario Educational Resource Bank (OERB) – an online password-protected provincial digital learning resource repository (*digital searchable library*);
- E-Community Ontario – an online password-protected community of practice to be used by members of the provincially funded educational community (*digital professional learning community*);
- Seat Reservation System (SRS) – an online password-protected system that enables school boards to share enrolment seats in secondary school e-learning credit courses delivered fully online across the province (*digital reservations*).

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<sup>1</sup> For a description of Ontario's publicly funded school system, visit <ontario.ca/education>.

<sup>2</sup> E-Learning Ontario is a unit of the Curriculum and Assessment Policy Branch of the Ministry of Education.

<sup>3</sup> vLE/LMS refers to the provincial virtual learning environment including the vendor-provided Learning Management System.

<sup>4</sup> "Authorized users" means district school board staff, students in the provincially funded system, and other users as determined by the Ministry of Education.

Students are authorized users provided they are registered with Ontario's publicly funded school system, and that system receives public funding for their instruction as per *The Education Act*.<sup>5</sup> Eligible students registered with their home school, as outlined in *The Education Act*, who are traveling for a short period of time outside Ontario (e.g., elite athletes, exchange students, students undergoing medical treatment outside the province) may also be eligible for access to the Provincial vLE/LMS, at the board's discretion.

This Agreement contains definitions, conditions, roles, and responsibilities related to:

- A. BOARD DELIVERY OF E-LEARNING AND BLENDED LEARNING USING THE PROVINCIAL vLE/LMS;
- B. BOARD USE OF THE ONTARIO EDUCATIONAL RESOURCE BANK (OERB);
- C. BOARD USE OF E-COMMUNITY ONTARIO;
- D. BOARD USE OF THE SEAT RESERVATION SYSTEM (SRS);
- E. ROLES AND RESPONSIBILITIES;
- F. CONDITIONS RELATED TO THE USE OF THE PROVINCIAL vLE/LMS, OERB, E-COMMUNITY ONTARIO, AND SRS;
- G. NOTICE/NOTIFICATION;
- H. NO LIABILITY/TERMINATION.

#### **A. BOARD DELIVERY OF E-LEARNING AND BLENDED LEARNING USING THE PROVINCIAL vLE/LMS**

##### **A.1 Key Definitions Related to the Provincial vLE/LMS**

*E-learning* refers to the use of the tools of the Provincial vLE/LMS when there is a scheduled distance between the e-learning teacher and students and/or students and each other. Distance may be related to location (i.e. students from different locations enrol in one e-learning course) or time (i.e. students from one location enrol in one course but access it during different periods of the day).

An *e-learning teacher* is an Ontario qualified teacher as defined by *The Education Act*. Among other things, e-learning teachers guide classroom discussion; provide opportunities for collaboration and interaction; and conduct assessment for, as, and of learning using the Provincial vLE/LMS. E-learning teachers may provide students with face-to-face or real time support (e.g., orientation, tutorials, remediation).

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<sup>5</sup>This includes visa and exchange students who are registered in a school board and living in the province. Section 23 students and students in First Nations schools are also eligible.

E-learning is distinct from blended learning. **Blended learning** refers to the use of the tools of the Provincial vLE/LMS that intersect with the teaching and learning in a scheduled face-to-face classroom. Unlike e-learning classes where there is a scheduled distance between students and teacher and/or students and each other, blended learning occurs within the context of an assigned face-to-face class in one board with daily physical attendance.

In programs where a portion of the student's learning takes place outside of a classroom, such as co-op or peer tutoring, the primary mode of delivery for the classroom component, i.e. e-learning or face-to-face, will determine whether it is an e-learning or blended learning class. For other types of programs, e.g., alternative education, please contact eLO.

A **blended learning teacher** is an Ontario qualified teacher as defined by *The Education Act*. The blended learning teacher uses the content and tools of the Provincial vLE/LMS within the context of his/her assigned face-to-face class.

E-learning, blended learning, and face-to-face instruction all require an equally dedicated teacher performing comparable duties.

## **A.2 Overview of the Provincial vLE/LMS**

The Provincial vLE/LMS provides a secure<sup>6</sup> online learning environment, which includes a variety of tools that facilitates communication, assessment, student tracking, user authentication, course management, and content management. The Provincial vLE/LMS is available to authorized users at all times, except during periodic maintenance and upgrade periods.

The Provincial vLE/LMS may be used to deliver e-learning courses, credit recovery, and blended learning. The Provincial vLE/LMS may also be used to deliver Prior Learning Assessment and Recognition (PLAR) challenges, where content is provided by the ministry. School boards may use the Provincial vLE/LMS for preparing teachers for blended learning or e-learning or to provide communities for educators to share ideas and resources. See *e-Community Ontario Section C* for more teacher-related professional development options. School boards may not currently use the Provincial vLE/LMS for general professional development (e.g., Workplace Hazardous Materials Information System (WHMIS)) and non-credit specialty skills and interest courses (e.g., crafts, surfing the Web).

## **A.3 Content and Its Acceptable Uses in the Provincial vLE/LMS**

The Provincial vLE/LMS operates on two levels: provincially and locally. At the provincial level – or eLO org level<sup>7</sup> – the vLE/MS is populated with content that is developed and/or licensed through ministry funding. This provincially developed content

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<sup>6</sup> The vLE/LMS is a secure, password-protected site. Student access is restricted to working with other students in their class, district school board, or other district school board/authorized users. All data collection within the system is compliant with the *Freedom of Information and Protection of Privacy Act* (FIPPA), the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and the *Personal Information Protection and Electronic Documents Act* (PIPEDA).

<sup>7</sup> Org is a short form for “organizational unit” in the vLE/LMS. Each board has its own org.

currently includes secondary school credit courses, elementary content packages, digital learning resources, and PLAR challenge assessments for mature students.

At the local level – or board org level – the vLE/LMS may be populated by copies of content obtained from eLO and/or original teacher-developed content, including e-learning courses. Teachers are encouraged to use and customize provincially developed content in their blended and e-learning classes. However, teacher-developed content must not have branding (e.g., logos, icons, style sheets) that suggests the work has been developed by the ministry.

Teacher-developed e-learning courses may be used at the board level, but may not be shared with other boards. The Ministry will consult further on how non-ministry created e-learning courses may be shared within the Provincial vLE/LMS.

The Provincial vLE/LMS enables school boards to customize provincially developed content and/or teacher-developed learning content to meet their local needs. However, school boards are responsible for ensuring that any changes to provincially developed content or teacher-developed content adhere to local school board policies; meet all ministry curriculum, assessment, and policy requirements; and conform to accessibility and copyright laws.

Content in the Provincial vLE/LMS (as well as the OERB and e-Community Ontario) is to be used for teaching and learning in participating school boards, either in its original or modified form, and is not to be sold or redistributed to unauthorized users. It is also not to be posted in any other LMS, learning object repository, or on any publicly-accessible website. Individuals who submit their own original materials retain ownership of those materials.

#### **A.4 Enrolment Procedures and Personal Information in the Provincial vLE/LMS**

School boards will determine when and how e-learning and blended courses will be delivered (e.g., semestered, full year, continuous intake within a timed period) for funding and enrolment purposes.

School boards are responsible for ensuring that eligible e-learning students are placed on the appropriate funding registers and taught by e-learning teachers. School boards are also responsible for abiding by the instructions outlined in SB memos and the ministry enrolment registers and instructions. As an example, day school students enrolled in day school e-learning courses must be taught by day school grid teachers and placed on the day school funding register.

Day school students may enrol in an e-learning course that is offered by another board provided they do so through their home school.<sup>8</sup> In such a situation, the applicability of provincially established fees for students taking e-learning courses from a school of another school board shall be decided locally between the two boards. Where it is agreed that fees are appropriate, the fee is the amount established by the Ministry. This fee will be posted on the e-Learning Ontario website. If applicable, the fee becomes payable when the students in question are enrolled in e-learning courses on the enrolment count dates for Grants for Student Needs purposes (October 31st and March 31st). This fee is paid by the home board

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<sup>8</sup> Enrolment procedures for summer school and continuing education may differ from those of day school. Some of these differences are noted in this document

to the delivering board since the home board receives the funding for this student. This is not a fee paid to the Ministry.

Students enrolled in e-learning courses will not be charged any fees, including fees for registration, materials, or administration. The students' costs are covered by the Ministry when the board places these students on the appropriate funding register.

School boards will use a ministry-provided URL that enables the vendor<sup>9</sup> to develop a specific area of the Provincial vLE/LMS for each school board (i.e., the board org).

Authorized users of the Provincial vLE/LMS must be identified within each school board with unique usernames. To accommodate Single Sign-On (SSO), users must also have a unique org-defined ID within the province. For the purposes of account creation in the Provincial vLE/LMS, the Ministry Education Number (MEN) will be used for the teacher's org-defined ID,<sup>10</sup> and the Ontario Education Number (OEN) will be used for the student's org-defined ID. All new and existing user accounts must conform to these specifications.

Enrolment in the Provincial vLE/LMS is calculated in terms of full course equivalents (FCE). There are three enrolment types:

- A student enrolled in one full online active course offering is counted as one FCE. For example, a student enrolled in three full online active course offerings would count for three FCEs.
- A student enrolled in one blended learning active course offering is counted as 0.2 FCE.
- A student enrolled in one credit recovery active course offering is counted as 0.5 FCE.

E-Learning Ontario will work with district school boards to determine their allocated number of FCEs. School boards may be asked to report on their use of the Provincial vLE/LMS. The Ministry reserves the right to limit the number of enrolments that are available to any one school board.

Course offering naming conventions related to enrolment types (i.e., full online, blended learning, credit recovery) must follow those established in Provincial vLE/LMS implementation guides that will be provided by e-Learning Ontario.

Personal information, such as, but not limited to, photographs, videos, messages entered into the Provincial vLE/LMS, must conform to both board policy and *The Education Act*.

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<sup>9</sup> The vendor is the company providing the licensed platforms associated with the Ministry's Provincial e-Learning Strategy.

<sup>10</sup> Authorized users who do not have a MEN (e.g., educational assistants, library technicians) may use their board identification number.

## **A.5 Academic Reporting Requirements for E-Learning Courses**

All reporting and recording of student information remains the same as for courses delivered through classroom instruction. The marks reporting schedule of an e-learning course will be that of the school delivering the e-learning course. The same criteria for full disclosure that apply to face-to-face courses will also apply to e-learning courses as outlined in *The Ontario Student Transcript Manual, 2010 (OST)*.

Assessment and evaluation will be done in accordance with the requirements in *Growing Success, Assessment, Evaluation, and Reporting in Ontario Schools, First Edition, Covering Grades 1 to 12, 2010*, and provincial curriculum policy documents. The teacher of an e-learning course will inform students of the assessment and evaluation strategies and schedule for the course.

The principal of the school delivering the course will issue the credit based on the delivering teacher's recommendation. The delivering school principal will ensure a copy of the Provincial Report Card is sent both to the student's home school and the parent/student. Mid-term and final grades may be sent from the delivering school to the student's home school through the SRS. The student's home school is responsible for recording credit information on the student's OSR and OST.

## **A.6 Auditor Role**

To support student achievement, boards may assign the Auditor role to parents. Auditing allows parents to observe their child's activities and progress within the Provincial vLE/LMS. Boards must ensure that Auditors cannot see the work of other students, such as discussion postings created by other students. For this reason, permissions must be set in a way that only permits Auditors to see the News, Calendar, Content, and View Progress tools.

## **B. BOARD USE OF THE ONTARIO EDUCATIONAL RESOURCE BANK (OERB)**

School boards participating in the Provincial e-Learning Strategy have access to e-learning resources, digital learning resources, and course content through the provincial OERB. The OERB enables teachers to submit and/or access single digital learning resources, units of study, or remediation units. These resources may be used by students and teachers for instructional support. Parents may also help their children, who are enrolled in the provincially funded school system, to access, view, and use the resources in the OERB.

The Ministry has established a process for teachers to share their own resources to the OERB, which includes uploading and describing (meta-tagging) these resources.

School boards are responsible for distributing usernames and passwords only to authorized users. Usernames and passwords must not be posted on any publicly accessible website (e.g., teacher or class website). Care must be taken to ensure that login information also does not appear in documents that would ever be posted on publicly accessible websites (e.g., electronic versions of school newsletters posted on school websites). Users are also obliged to follow the *OERB Terms and Conditions of Use*, which are available upon login to the OERB. See *Section F.3* of this document.

## **C. BOARD USE OF E-COMMUNITY ONTARIO**

E-Community Ontario is a password-protected community of practice to be used by members of the provincially funded educational community for professional development and collaboration purposes. Communities may be restricted to a specific group of authorized users (e.g., Specialist High Skills Major teachers, blended learning teachers); enrolment in such communities may be completed through an identified moderator. Teachers who are authorized users and interested in beginning, leading, and moderating a community with a specific focus (e.g., Assessment and Evaluation, Classical Language Teachers) need to complete the e-Community Ontario Proposal form available on the e-Community Ontario website.

## **D. BOARD USE OF THE SEAT RESERVATION SYSTEM (SRS)**

The SRS enables board-designated staff to locate e-learning courses for students who wish to take an online course for a variety of reasons (e.g., inability to access the course at the local level, timetable conflicts, specific learning preferences or challenges).

The SRS also enables boards to post available enrolment seats in their e-learning courses delivered through the Provincial vLE/LMS. School boards may determine whether they want the available seats to be visible to all boards in the province, to a select group of boards, or to schools only within their own board. Once extra seats for a given course are posted on the system, the delivering school board/school commits to not removing or cancelling the course.

The home school places its students on the appropriate funding register, even if another school board is delivering courses to these students. The home and delivering boards will reach an agreement as to whether a fee will be charged for the delivery of the credit. If a fee is to be charged by the delivering school board, the amount to be charged will be the fee established annually by the Ministry and posted on its website. See [www.Ontario.ca/elearning/funding.html](http://www.Ontario.ca/elearning/funding.html)

## **E. ROLES AND RESPONSIBILITIES**

### **E.1 Overall Roles and Responsibilities of District School Boards**

The school board is responsible for the delivery of all components of the Provincial e-Learning Strategy, as set out in this document and consistent with *The Education Act* and its regulations, including but not limited to:

- complying with all relevant laws – including recent changes to the *Copyright Act* – statutes, regulations, as well as provincial policies and guidelines related to e-learning and blended learning;
- identifying program areas, grades, and authorized users who will have access to the Provincial vLE/LMS within the parameters specified in this document; and monitoring their users' accounts to ensure limits are not exceeded;
- developing guidelines and policies related to the operation of e-learning and blended learning programs (e.g., academic integrity; communication of student achievement;

hiring, training, and supervising staff; student enrolment and supervision; accessibility and equity; and acceptable use of board-based technologies)<sup>11</sup>;

- ensuring that school calendars outline the e-learning and blended learning opportunities available to their students;
- assigning personnel for the delivery of the Provincial e-Learning Strategy, including a contact person who will be the liaison with the Ministry on matters pertaining to the strategy;
- establishing class sizes and Pupil Teacher Ratios as outlined in provincial and school board policies and as specified in the applicable collective agreement;
- ensuring e-learning and blended learning courses are part of the teacher’s “workload” as specified in the applicable collective agreement;
- ensuring the Provincial vLE/LMS, OERB, e-Community Ontario, and the SRS are only used for approved activities as outlined in this Agreement;
- ensuring that day school students enrolled in day school e-learning courses are taught by day school grid teachers and placed on the day school funding register;
- providing opportunities for teachers and administrators to engage in professional development and/or in-service activities to ensure effective delivery of e-learning and blended learning programs;
- ensuring that all students, including those with special needs, have equitable access to appropriate e-learning opportunities and support within e-learning courses;
- ensuring that the Provincial vLE/LMS is not used for commercial use or generation of revenue for the school board, or anyone. The only fee that can be charged is the "provincially established fee" the Ministry posts for delivering a credit course to a student in another school board. This is not a student fee but rather a fee paid by the student’s home board to the delivering board.

## **E.2 Technical Roles and Responsibilities of District School Boards<sup>12</sup>**

Each school board will assign personnel who will be responsible for:

- reviewing with the school board’s Information Technology staff the minimum technology standards required to provide students and staff access to e-learning and blended learning opportunities;
- monitoring board users’ accounts to ensure the limits specified in this document are not exceeded;
- ensuring the SRS, if being used, is updated regularly to permit:
  - searches for appropriate courses that students have requested;

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<sup>11</sup> When a student is taking a course in another school board and where the two school boards acceptable use policies conflict, the acceptable use policies of the school board delivering the course will take precedence for that course only.

<sup>12</sup> The previous version of this policy document outlined the role of the District e-Learning Contact (DeLC). In recognition of the newly-funded eLC position and board differences, this document uses the term “board”. Boards may decide whether the tasks will be done by DeLCs, eLCs, or a combination thereof.



- timely enrolment of students from other schools within their school board or, when accepted, other school boards in the province.
- facilitating the initial set up of the board org, including supplying the board’s banner, colour scheme, and logo to the vendor;
- managing courses and user accounts by doing such things as:
  - copying master courses from the eLO org to the board org;
  - creating course offerings as required within the board org, ensuring the course components are properly copied;
  - creating usernames and passwords for users;
  - assigning users to courses within the board org;
  - managing user accounts on a regular and ongoing basis: activating, disabling, suspending, removing, changing passwords;
  - closing courses as required;
  - archiving courses at the end of the course or school year for future reference in the event of a challenge or credit recovery;
  - assigning, where appropriate, the Auditor role to parents, as outlined in A.6.

### **E.3 Roles and Responsibilities of the Principal of the E-Learning Student’s Home School**

The duties of a principal are outlined in *The Education Act*. In the context of the e-learning environment, responsibilities of the principal of the e-learning student’s home school include:

- participating in professional development related to e-learning, where available;
- ensuring that the student’s e-learning course enrolment is recorded on the appropriate funding register;
- determining that students who enrol in a secondary e-learning course are not also registered in the same course either face-to-face or in e-learning in another school or board at the same time as the e-learning course they wish to take;
- ensuring information about e-learning opportunities is included in the school calendar;
- ensuring guidance services and special education staff receive training regarding e-learning opportunities and enrolment procedures;
- ensuring that students who enrol in a secondary school e-learning course are registered in the home school, as defined in enrolment register instructions;
- ensuring adequate program support for all students, including those with special needs, and making the delivering school aware of these needs prior to enrolment in the course (e.g., orientation sessions);
- giving students permission to enrol or withdraw from an e-learning course. Permission is not needed for enrolment in summer school credit courses.

- ensuring that the student's achievement in e-learning courses taken both in his/her local school and in other schools and/or boards is entered in the student's OSR and on the OST;
- providing a location and proctor for summative evaluations (e.g., final examination, culminating activity), if required, and ensuring the return of the completed examination to the e-learning teacher by a date pre-determined by the delivering teacher, in compliance with teacher workload.

#### **E.4 Roles and Responsibilities of the Principal of the School Delivering the E-Learning Course**

The duties of a principal are outlined in *The Education Act*. In the context of the e-learning environment, responsibilities of the principal of the school delivering the e-learning course include:

- participating in professional development related to e-learning, where available;
- managing the enrolment of students in e-learning courses and ensuring they meet provincial and school board policies for class size;
- ensuring the student's e-learning course enrolment from other boards or schools is not included in the funding register of the delivering school;
- deciding which e-learning courses will be offered;
- giving permission for an eligible student from another school board to take an e-learning course;
- providing an orientation/training program to teachers using the Provincial vLE/LMS for e-learning;
- providing an orientation program to students taking their e-learning courses to validate the student's suitability for e-learning and to prepare them for this style of learning;
- ensuring that outlines of the courses of study are available for review;
- assigning teachers to teach the online courses and ensuring the courses are included in the required teacher workload as outlined in the collective agreement;
- ensuring that e-learning teachers make themselves available to students at scheduled times to support e-learning students;
- providing disciplinary support/action in alignment with school board policies when required;
- granting credits to students who have successfully completed the e-learning course on the basis of the final mark and recommendation provided by the teacher delivering the course;
- providing the student's home school and parent/student with a copy of the Provincial Report Card;
- conducting performance appraisals of e-learning teachers;
- monitoring the online behaviour of teachers and students;

- communicating board and ministry acceptable use policies to parents of students taking e-learning courses;
- ensuring that suspension and expulsion rules, as outlined in provincial policy and school board policies, apply to students participating in e-learning courses.

### **E.5 Roles and Responsibilities of Principals Implementing Blended Learning**

The duties of a principal are outlined in *The Education Act*. In the context of the blended learning environment, responsibilities of the principal of the school delivering blended learning include:

- participating in professional development related to blended learning, where available;
- ensuring guidance services and special education staff receive training regarding blended learning opportunities and enrolment procedures;
- ensuring adequate program support for all students, including those with special needs (e.g., orientation sessions);
- providing an orientation/training program to teachers using the Provincial vLE/LMS for blended learning;
- providing an orientation program to students doing blended learning to prepare them for this style of learning;
- assigning teachers to teach blended learning courses and ensuring the courses are included in the required teacher workload as outlined in the collective agreement;
- ensuring that a blended learning student is enrolled in the corresponding face-to-face class with the same teacher;
- providing disciplinary support/action in alignment with school board policies when required;
- monitoring the online behaviour of teachers and students;
- communicating board and Ministry acceptable use policies to parents of students taking blended learning courses;
- ensuring that suspension and expulsion rules, as outlined in provincial policy and school board policies, apply to students participating in blended learning courses.

### **E.6 Roles and Responsibilities of the E-Learning and Blended Learning Teacher**

The duties of a teacher are outlined in *The Education Act*. In the context of the e-learning and blended learning environment responsibilities of the e-learning and blended learning teacher include:

- becoming familiar with and utilizing teaching tools and communication strategies specific to the e-learning and blended learning environment (e.g., participating in orientation or training sessions);

- ensuring that when any modifications are made to an e-learning and blended course, the course continues to adhere to local school board policies; ministry curriculum, assessment, and policy requirements; and accessibility and copyright laws;
- ensuring standards of academic integrity by designing assessment and evaluation activities that discourage plagiarism and cheating;
- providing the final assessment and/or examination to student's home school principal for completion, if required;
- providing all records and information on student achievement in the course to the delivering school principal;
- ensuring availability during specified time frames for student access and support;
- communicating information on student progress to parents and students regularly and in accordance with the delivering school board policies;
- contacting the vendor technical help desk for routine inquiries; any other communication with the ministry or vendor will be through the board contact;
- following best practices related to the safe use of technology (e.g., *Ontario College of Teachers Advisory on Use of Electronic Communication and Social Media*);
- conducting parent-teacher interviews. Given that face-to-face parent-teacher interviews may not be possible in all e-learning situations, alternative means may be used, such as telephone, videoconferencing, and e-mail.

### **E.7 Roles and Responsibilities of the E-Learning and Blended Learning Student**

The duties of a student are outlined in *The Education Act*. In the context of the e-learning and blended learning environment, the e-learning and blended learning student is responsible for:

- informing his/her guidance counselor if s/he wishes to enrol in an e-learning course;
- participating in an e-learning or blended learning orientation, as appropriate;
- following all policies related to acceptable use, academic integrity, and student conduct;
- contacting the vendor technical help desk for routine inquiries;
- attesting that s/he is not also registered in the same course either face-to-face or in e-learning in another school or board at the same time as the e-learning course s/he wishes to take;
- informing his/her principal and/or guidance counselor if s/he wishes to withdraw from an e-learning or blended learning course.

## **F. CONDITIONS RELATED TO THE USE OF THE PROVINCIAL vLE/LMS, OERB, E-COMMUNITY ONTARIO, AND SRS**

**F.1** School boards offering e-learning and blended learning opportunities using the Provincial vLE/LMS, Ontario Educational Resource Bank, or e-Community Ontario must adhere to the conditions related to use of Provincial vLE/LMS, OERB, E-community Ontario, and the SRS.

The following conditions of use are what authorized users must accept, in order to access these components of the Provincial e-Learning Strategy.

### **F.2 PROVINCIAL vLE/LMS - CONDITIONS OF USE**

#### **Ethics**

As a student participating in this online learning system, you will abide by all rules and regulations published in this acceptable use policy and agree that you are subject to the jurisdiction of all disciplinary panels and procedures established by your district school board to address violations of acceptable use of the online learning system. All assignments you submit and all tests you take shall be solely performed by you, except where it is requested that you participate with others. You will not submit work that is plagiarized or otherwise violates copyright laws of Canada.

As a user of the courses delivered by this online learning system, you agree to access courses only for lawful purposes. You will respect the privacy of other users, and you will respect the integrity of the computer systems and other users' data. It is your responsibility to respect the copyright protection of licensed computer software. You will not obstruct, disrupt, or interfere with the teaching and learning that occurs on the website, through computer "hacking" or any other nefarious methods. You will not harass, stalk, threaten, abuse, insult, or humiliate anyone using this online learning system. This includes, but is not limited to: demeaning written or oral comments regarding sex, race or ethnicity; sexual advances; and intimidations. You understand that, in addition to any other penalty you and/or your parent or guardian may be held liable for monetary damages for any wrongful actions you undertake.

As a participant in this online learning system, you are solely responsible not only for adhering to all relevant laws, statutes, rules, and regulations, but a school board's standards, rules, and regulations as well. Enrolment does not confer either immunity or special consideration with reference to civil and criminal laws. Disciplinary action by a school board will not be subject to postponement on the grounds that criminal charges involving the same incident have been dismissed, reduced, or are pending in a civil or criminal court. In addition, a school board reserves the right to pursue disciplinary action if a student violates a standard and then withdraws from online courses before administrative action is final.

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## **Acceptable Use**

This Agreement functions concurrently with other applicable agreements and policies. Teachers, and other employees of institutions that are under the jurisdiction of Ministry of Education (school boards, school authorities, provincial schools) are also obligated to understand and accept all of the conditions outlined within their educational institution's computer Acceptable Use Policy.

This Agreement shall be interpreted, construed, and enforced in all respects in accordance

with the laws of the Province of Ontario and the *Copyright Act*. Each party irrevocably consents to the jurisdiction of the courts of the Province of Ontario in connection with any action to enforce the provisions of the Conditions of Use policy, to recover damages or other relief for breach or default under the Conditions of Use policy, or otherwise arising under or by reason of the Conditions of Use policy.

### **F.3 ONTARIO EDUCATIONAL RESOURCE BANK (OERB) - CONDITIONS OF USE**

As a user of the OERB, you are responsible for identifying and meeting all of the conditions that apply to any resource you use. General conditions are described below. However, a resource may also contain specific conditions for use, either within the resource itself, or in the copyright documentation associated with it. You must also meet those conditions. If there is a conflict between the general conditions described below and the specific conditions for the resource, the specific conditions for the resource will apply.

Resources made available in the OERB are created by Ontario teachers for Ontario teachers and students, and any other authorized users as determined by the Ministry. The Ministry of Education (e-Learning Ontario) does not warrant the accuracy, nor does the Ministry assume any liability for any resource in the OERB and invites teachers to modify resources to meet their student needs. If you have a concern about the content of a resource, please communicate that concern to eLO with the *Resource Concern Form*, which can be found in the "Need Help" area on the first page after logging into the OERB.

#### **Authorized Users**

To use the resources on this site, you must be a teacher, student or authorized user in Ontario's provincially funded school boards, school authorities, provincial schools, or demonstration schools. "Teacher" refers to all persons employed by school boards who are engaged in the delivery of programs to students (e.g., teachers, administrators, educational assistants, guidance counsellors, school librarians). "Authorized user" means district school board staff, students in the provincially funded system, and other users as determined by the Ministry.

#### **Permitted Uses**

Authorized users may copy, distribute, display and/or modify resources **only** for classroom or home use, and **only** to support the teaching/learning of the Ontario curriculum for the benefit of authorized students, and for no other purpose whatsoever.

#### **Prohibited Uses**

- Do not redistribute the resource (e.g., copy it to a memory device, or to an e-mail message) or post it on other websites where it can be accessed by unauthorized users.
- Do not sell the resource.
- Do not use the resource in any Learning Management System (LMS) other than the one provided by the province.
- Do not use the resource for commercial purposes, product advertising, product/service purchasing, political lobbying, or political campaigning.

## **Modifying a Resource**

If you change a resource in any way, you must nevertheless continue to include a credit to the original author.

## **F.4 E-COMMUNITY ONTARIO - CONDITIONS OF USE**

### **Ethics**

As a participant in this online learning community, you are solely responsible not only for adhering to all relevant laws, statutes, rules, and regulations, but also:

- your school board's standards, rules, and regulations;
- the Ontario College of Teachers' *Ethical Standards and Standards of Practice for the Teaching Profession* as outlined in the document *Foundations of Professional Practice (2006)* (available online at [www.oct.ca/standards/foundations.aspx](http://www.oct.ca/standards/foundations.aspx));
- all regulations governing professional relationships and the conduct of teachers made under *The Teaching Profession Act* (cf. the Ontario Teachers' Federation's guidebook *We The Teachers*, available online at [www.otffeo.ca/en/about\\_otf/wetheteachers.php](http://www.otffeo.ca/en/about_otf/wetheteachers.php));
- the Ontario College of Teachers, *Professional Advisory, 2011, Use of Electronic Communication and Social Media* at [www.oct.ca/publications/PDF/Prof\\_Adv\\_Soc\\_Media\\_EN.pdf](http://www.oct.ca/publications/PDF/Prof_Adv_Soc_Media_EN.pdf)
- all obligations and responsibilities regarding member conduct imposed by your teacher affiliate or professional association.

Enrolment does not confer either immunity or special consideration with reference to civil and criminal laws. Disciplinary action by a school board, teacher affiliate, or the Ontario College of Teachers will not be subject to postponement on the grounds that criminal charges involving the same incident have been dismissed, reduced, or are pending in a civil or criminal court.

As a participant in this online learning community, you agree to access material only for lawful purposes. You will respect the privacy of other users, and you will respect the integrity of the computer systems and other user's data. It is your responsibility to respect the copyright protection of online course content and the intellectual property rights of owner(s) of the licensed computer software. You will not obstruct, disrupt or interfere with the collaboration and learning occurring on the website, through computer "hacking" or any other nefarious methods. You will not harass, stalk, threaten, abuse, insult, or humiliate anyone using this online learning system. This includes, but is not limited to demeaning written or oral comments regarding sex, race or ethnicity, and sexual advances or intimidations. You understand you may be held liable for monetary damages for any wrongful actions you undertake.

As a participant in this online learning community, you are solely responsible not only for adhering to all relevant laws, statutes, rules, and regulations, but a school board's standards, rules, and regulations as well. Enrolment does not confer either immunity or special consideration with reference to civil and criminal laws. Disciplinary action by a school



board will not be subject to postponement on the grounds that criminal charges involving the same incident have been dismissed, reduced, or are pending in a civil or criminal court.

## **Intellectual Property and Copyright**

This website contains copyrighted materials. The delivery system is the intellectual property of Desire2Learn Incorporated. This website is provided solely for the use of educators from school boards who are part of the Provincial e-Learning Strategy. You may not distribute, publish, or reuse the materials, audio files, images or design, or any part of the materials, audio files, or images on this website to anyone outside of the prescribed group of users. You are only authorized to view, copy, and print documents contained within this website, subject to your agreement that:

1. You will display all copyright notices and retain any other copyright and other proprietary notices on all copies you make;
2. You will not reuse, for profit, any material contained on this website, including but not limited to the “look and feel” of the course delivery system and the functionality of the course delivery system;
3. You will not copy the course delivery system used in this website for any commercial or non-commercial purpose;
4. You will not copy any codes or graphics contained in this site, except those shared by other participants, subject to the above terms;
5. You have not gained access to this website for the purpose of copying content or the course delivery system for personal commercial or non-commercial use, or for the commercial or non-commercial use of a business or partnership;
6. You understand you are subject to the copyright laws of Canada, and will not violate those laws.

## **Disclaimer**

The Ministry makes no warranties of any kind, whether express or implied, for the service it is providing. It assumes no responsibility or liability for any phone charges, line costs, or usage fees, nor for any damages a user may suffer. Use of any information obtained via the Internet is at your own risk. The Ministry specifically denies any responsibility for the accuracy or quality of information obtained through its services.

## **Acceptable Use**

This Agreement functions concurrently with applicable Acceptable Use policies and agreements. Teachers, and other employees of institutions that are under the jurisdiction of the Ministry of Education (school boards, school authorities, provincial schools), are also obligated to understand and accept all of the conditions outlined within their educational institution's computer Acceptable Use Policy.

This Agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of the Province of Ontario and the *Copyright Act*. Each party irrevocably consents to the jurisdiction of the courts of the Province of Ontario in connection with any action to enforce the provisions of the Conditions of Use policy, to recover damages or

other relief for breach or default under the Conditions of Use policy, or otherwise arising under or by reason of the Conditions of Use policy.

## **F.5 SEAT RESERVATION SYSTEM (SRS) - CONDITIONS OF USE**

The SRS enables school boards to post seats available for enrolment or search available seats for e-learning courses offered by other school boards through the Provincial vLE/LMS. The SRS applies to all e-learning courses offered by school boards as part of day school, continuing education, and night and summer school programs. Boards are not required to use the SRS if they do not wish to. School boards not offering e-learning courses may use the system to find e-learning courses offered by other school boards across Ontario. Boards who choose to use the SRS must abide by the following conditions:

1. The SRS is to be used only to facilitate enrolment in e-learning courses offered through the Provincial vLE/LMS;
2. Once a student's seat has been confirmed in a course posted in the SRS, the board is deemed to have committed to offering it. The course may not be removed because other boards are counting on it for their students;
3. Boards have the right to decline reservations from another board;
4. Delivering school boards may charge a course-sharing fee to requesting school boards, as determined yearly by e-Learning Ontario;
5. The home school must report the enrolment of all e-learning students on the appropriate register, regardless of the delivering school. The delivering school board/school is not to place students registered with other school boards on any funding register.

## **G. NOTICE/NOTIFICATION**

The school board will make its educators and students (authorized users) aware of the appropriate definitions, conditions, roles, and responsibilities contained in this Master User Agreement.

The school board will promptly notify e-Learning Ontario if it becomes aware that any user has engaged in any prohibited use or has contravened any conditions as described in this Agreement.

## **H. NO LIABILITY/TERMINATION**

The school board, and authorized users, shall not be entitled to compensation of any kind from the Ministry or its employees for any damages or losses, however caused, that the school board, or authorized users, may incur as a result of accessing and using any of the tools and content of the Provincial e-Learning Strategy.

The school board shall adhere to this Master User Agreement when accessing and using the components of the Provincial e-Learning Strategy. If the school board, and/or authorized user, does not adhere to the applicable conditions, they may be denied access to the Provincial e-Learning Strategy in whole or in part at the Ministry's discretion.

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On behalf of my board I agree to the definitions, conditions, roles, and responsibilities contained in this Provincial e-Learning Strategy Master User Agreement.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of School Board: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_