

Heinemann
Privacy Policy for
Fountas and Pinnell Benchmark Assessment Online Data Management System,
Fountas and Pinnell Leveled Literacy Intervention Online Data Management System,
& Fountas and Pinnell Classroom Online Data Management System

PLEASE READ THIS PRIVACY POLICY CAREFULLY. BY ACCESSING OR USING THE ODMS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS PRIVACY POLICY. IF YOU DO NOT AGREE TO ABIDE BY THIS PRIVACY POLICY, PLEASE DO NOT USE THE ODMS.

- 1. Your Agreement.** Heinemann, a division of Greenwood Publishing Group, Inc. ("**Heinemann**," "**we**" or "**us**") is a publisher of professional resources and a provider of educational services for teachers, kindergarten through college. This privacy policy (the "**Privacy Policy**") governs our privacy practices with respect to our online assessment data management platform and small group intensive literacy intervention support materials known as the Fountas and Pinnell Benchmark Assessment Online Data Management System, Fountas and Pinnell Leveled Literacy Intervention Online Data Management System, and Fountas and Pinnell Classroom Online Data Management System (respectively) (collectively, the "**ODMS**"), which is accessible through a web portal controlled by us. Please read this Privacy Policy carefully as it constitutes a legal agreement between you and us concerning your use of the ODMS.
- 2. Our Commitment to Privacy.** We have created the ODMS in order to offer a comprehensive online assessment data management platform and small group intensive literacy intervention support program. We believe that transparent and strong privacy practices foster this process, and we provide this Privacy Policy in that spirit.
- 3. The Scope of Our Privacy Policy.** This Privacy Policy governs our privacy practices with respect to all personal information that you submit or that we collect in connection with our ODMS. This Privacy Policy governs not only our practices with respect to Students' personal information, but also with respect to the personal information of System Administrators and Users.
- 4. Our Compliance with FERPA.**
 - 4.1 FERPA Compliance.** The ODMS is designed for use by areas, districts, schools, principals and teachers in connection with assessment data management and intensive literacy intervention support for Students. We recognize the sensitive nature of information contained in a school's educational records. This personal information is protected under FERPA. Our privacy practices comply with FERPA.
 - 4.2 Consent from Schools under FERPA.** FERPA permits a school to provide educational records (including those containing Students' personal information) to certain service providers without requiring the school to obtain specific parental consent. FERPA permits this where the service provider acts as a type of "school official" by performing services, for example, that would otherwise be performed by the school's own employees. We fulfill FERPA requirements for qualifying as a school official by, among other steps, giving the school direct control with respect to the use and maintenance of the education records at issue (including associated personal information), and refraining from re-disclosing or using this personal information except for purposes of providing our ODMS to the school. We comply with FERPA by relying on this form of consent.
- 5. The Types of User Information We Collect.** We limit our collection of personal information to no more than is reasonably necessary for you to use our ODMS. Specifically, we collect the following types of information:
 - 5.1 System Administrator Information:** we collect registration information from a System Administrator when a System Administrator activates the applicable subscription account, and such information may include a System Administrator's own first and last name, business address and phone number, date of birth, email address and username;
 - 5.2 User Information:** we collect registration information from a User when the User (or System Administrator) activates the User's account, and such information may include the User's first and last

name, business address and phone number, date of birth, email address, username and school affiliation;

- 5.3 Student Information:** we collect information from a User about individual Students when the User uses our ODMS, and such information may include a Student's first and last name, student ID, date of birth, grade, race, ethnicity, primary language, free reduced lunch status, special education services, additional reading services, benchmark and placement levels, and general school and teacher information.
- 5.4 Student Assessment Information:** we collect assessment information from a User about his or her assessments of individual Students;
- 5.5 User-Generated Content:** we collect information that you provide in connection with submitting user-generated content, Submitted Data and Feedback; and
- 5.6 Usage Information:** we collect usage, viewing, analytics and technical data, including device identifiers and IP addresses, relating to your use of our ODMS.

If we discover that we have collected information in a manner inconsistent with the requirements of FERPA, we will either (i) delete the information, or (ii) promptly seek requisite consents before taking further action concerning the information.

6. How We Collect Personal Information. Our ODMS collects personal information in the following ways:

- 6.1 Registration.** You provide personal information during the registration process.
- 6.2 ODMS Use.** We collect personal information from you during your normal use and operation of our ODMS. We collect information, for example, when Users provide performance data during their observation of Students and when Users are otherwise engaging in educational and other activities available through our ODMS.
- 6.3 Technological Means.** We collect Usage Information through technology, such as cookies, flash cookies, web beacons and persistent identifiers. This collection of Usage Information takes place, for example, when you use our ODMS. Certain features (or all features) of our ODMS may be hosted on third party sites, and in those instances the collection activities described above are undertaken by this third party, under our direction and control and consistent with this Privacy Policy.

7. How We Use Personal Information. We use personal information for the following purposes:

- 7.1** To provide you with the content and features available through our ODMS including, but not limited to, the creation of Reports;
- 7.2** To communicate with you about the applicable subscription account or transactions with us, and to send information about our ODMS features and, if applicable, changes to these features;
- 7.3** To personalize our ODMS content and experiences for you;
- 7.4** To detect, investigate and prevent activities that may violate our policies or be illegal; and
- 7.5** we de-identify Usage Information in accordance with FERPA, and use this De-Identified Information to develop, evaluate and provide improved educational products and services and for other research purposes, as permitted under FERPA.

We do not as a rule allow third-party operators to collect personal information or Usage Information through persistent identifiers on our ODMS for any purposes other than for our internal operations.

8. We Do Not Share Personal Information Beyond Our ODMS Except In Specific, Limited Circumstances. We use personal information for our internal purposes only, with the following limited exceptions:

- 8.1** We share information with our service providers if necessary for them to perform a business, professional or technology support function for us. In instances where we engage service providers for these purposes, we require them to comply with this Privacy Policy.
- 8.2** We may also disclose personal information: (i) in response to the request of a law enforcement agency or other authorized public agency, including a request by a children's services agency or by the school at issue; (ii) to protect the security or integrity of our ODMS and associated applications and technology, as well as the technology of our service providers; (iii) to enable us to take precautions against liability, enforce legal rights, and to detect, investigate and prevent activities that violate our policies or that are illegal; (iv) if we are directed to do so by a System Administrator in connection with an investigation related to public safety, the safety of a Student or the violation of a school policy; and (v) in other cases if we believe in good faith that disclosure is required by law.
- 9. How We Protect Personal Information.** We have implemented and maintain technical, administrative and physical security controls that are designed to protect personal information collected through our ODMS from unauthorized access, disclosure, use or modification. Our information security controls comply with accepted industry practice, as well as requirements under FERPA, and we periodically review and test our information security controls to keep them current. Our information security controls include the following:
- 9.1 Transport Security:** we use Transport Layer Security (TLS) for the transmission of all data to and from our ODMS;
- 9.2 Secure Storage:** we use industry standard file encryption for data that is subject to protection under FERPA. Where file encryption is not reasonably feasible, we employ other industry standard safeguards, protections and countermeasures to protect such data; and
- 9.3 Data Breach Response:** in the event of a security breach involving personal information, we will take prompt steps to mitigate the breach, evaluate and respond to the intrusion and cooperate and assist System Administrators in efforts with respect to responding to the breach, including the provision of notices to data subjects.
- 10. Access and Control of Personal Information.** System Administrators and (where applicable) other Users have access to personal information of the Students and Users for whom they are responsible (for example, a district can access information provided by those Users in schools within the applicable district), are able print out Reports containing such information, and are able to update this information in the manner permitted by our ODMS. System Administrators and other Users, in certain cases, are able to access and update their own personal information. The parents of a Student may obtain access – through their child's school – to information concerning their child that is available on our ODMS. To do so, the parent should follow the school's procedures for access under FERPA. We cooperate with and facilitate the school's response to these access requests. Where the school's procedures do not apply to the parent's access request (and the request is otherwise proper), we will ourselves fulfill the request if and as required by law. After fulfilling an access request, we will update and (where necessary) correct the personal information at issue, as requested by the school or individual entitled to such access.
- 11. Our Retention and Deletion of Personal Information.** We retain your personal information for so long as reasonably necessary: (i) to permit your use of our ODMS; (ii) to ensure the security of you and our services; or (iii) as required by law or contractual commitment. After this period had expired, we will delete the personal information from our systems. Please understand that these deletion periods apply to personal information and do not apply to De-Identified Information. We retain De-Identified Information in accordance with our standard practices for similar information, and do not retain or delete such information in accordance with this Privacy Policy. In addition, if requested by a User, we will delete from our systems the personal information of the User as directed, after taking reasonable steps to verify the authority of the User requesting the deletion. Deleting this information will prevent the User, and potentially other Users, from engaging in some or all features of our ODMS.
- 12. General.**

- 12.1 Miscellaneous.** Heinemann reserves the right to assign the rights and obligations under this Privacy Policy for any reason and in Heinemann's sole discretion, subject to FERPA. If we modify this Privacy Policy, then such modification shall take effect proactively, upon your subsequent access to the ODMS – you may print out a copy of this Privacy Policy for your records. If any one or more provisions of this Privacy Policy is found to be illegal or unenforceable, the remaining provisions shall be enforced to the maximum extent possible. This Privacy Policy may not be waived, amended or modified in any way without the prior written permission of Heinemann.
- 12.2 Incorporation; Order of Precedence for Purchasers.** With respect to Purchasers, the Terms of Use and Order Form must be read in conjunction with this Privacy Policy, and the provisions of our Terms of Use and Order Form are incorporated herein. This Privacy Policy, the Order Form and our Terms of Use constitute the entire agreement of Heinemann and Purchasers concerning this matter, and supersede all discussions, proposals, bids, understandings, agreements, invitations, orders and other communications, oral or written, on this subject. In the event of any inconsistency or conflict in any of the terms and conditions of this Privacy Policy, the Order Form and our Terms of Use, the inconsistency or conflict shall be resolved by giving precedence to the applicable term or condition (as unmodified), in descending order, to the following: (i) this Privacy Policy; (ii) the Terms of Use; and (iii) the Order Form.
- 12.3 Incorporation; Order of Precedence for Users.** With respect to Users, the Terms of Use must be read in conjunction with this Privacy Policy, and the provisions of our Terms of Use are incorporated herein. This Privacy Policy and our Terms of Use constitute the entire agreement of Heinemann and Users concerning this matter, and supersede all discussions, proposals, bids, understandings, agreements, invitations, orders and other communications, oral or written, on this subject. In the event of any inconsistency or conflict in any of the terms and conditions of this Privacy Policy and our Terms of Use, the inconsistency or conflict shall be resolved by giving precedence to the applicable term or condition (as unmodified), in descending order, to the following: (i) this Privacy Policy, and (ii) the Terms of Use.
- 13. Definitions.** For your ease of use, the following is a list of defined terms (additional capitalized terms are defined in our Terms of Use):
- 13.1 Appointed Administrator.** The term "**Appointed Administrator**" means those individuals authorized by the Purchaser to manage User access to, and use of, the ODMS.
- 13.2 De-Identified Information.** The term "**De-Identified Information**" means information that meets each of the following criteria: the information: (i) does not identify a particular natural person; (ii) does not identify, by network Internet Protocol address, raw hardware serial number or raw MAC address, a particular device or computer associated with or used by a particular person; (iii) does not identify the school or natural person at issue by name or address; and (iv) is not reasonably linkable to a particular natural person or school because of technical, legal or other controls.
- 13.3 FERPA.** The term "**FERPA**" means the Family Educational Rights and Privacy Act, 20 USC §1232g, and the Protection of Pupil Rights Amendment, including associated regulations.
- 13.4 Key Documents.** The term "**Key Documents**" means, collectively: (i) the Terms of Use; (ii) this Privacy Policy; and (iii) the Order Form.
- 13.5 Order Form.** The term "**Order Form**" means the order form or other documentation that includes certain pricing and subscription information regarding a Purchaser's purchase of, access to, and use of, the ODMS.
- 13.6 Purchaser.** The term "**Purchaser**" means the purchaser of the ODMS who has agreed to be bound by the Order Form, and who initially serves as the primary contact person with respect to the ODMS and managing User access to, and use of, the ODMS.
- 13.7 Report.** The term "**Report**" means those specific reports as well as other material and output generated by the ODMS based on your Submitted Data including, but not limited to, Student performance reports.

- 13.8 Student.** The term "**Student**" means an individual receiving educational instruction or is otherwise being assessed through the ODMS.
- 13.9 System Administrator.** The term "**System Administrator**" means, collectively, (i) the Purchaser, and (ii) any Appointed Administrators.
- 13.10 User.** The term "**User**" means those individuals (including, but not limited to, Appointed Administrators) (i) authorized by a System Administrator to use the ODMS, and (ii) that agree to be bound by this Privacy Policy and our Terms of Use.
- 13.11 Terms of Use.** The term "**Terms of Use**" means the terms and conditions of use relating to our ODMS and Reports (you may access the Terms of Use by clicking the following link: [Terms of Use](#)).
- 13.12 Usage Information.** The term "**Usage Information**" means information that does not directly identify a particular person, but that may be linkable to a particular computer or device (via a unique device ID or otherwise).
- 13.13 You and Your.** The term "**you**" and "**your**" means any User or System Administrator.
- 14. Contact Us.** You may contact us with questions or concerns with respect to this Privacy Policy at the following addresses:
- By Mail:**
Heinemann
P. O. Box 6926
Portsmouth, NH 03802-6926
- By E-Mail:** custserv@heinemann.com
- By Phone:** Phone: 800.225.5800 (U.S. Only) +1.603.431.7894
- By Facsimile:** Fax: 877.231.6980 (U.S. Only) +1.603.431.2214
- 15. Do Not Track.** Our ODMS does not change its behavior when receiving the "Do Not Track" signal from browser software.
- 16. Effective Date.** The effective date of this Privacy Policy is September 1, 2014.

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