

# Davis Digital Privacy Policy

Davis Publications (“**Davis**”, “**we**”, or “**us**”) understands how important data privacy is to you. We want you to know that data protection is at the very heart of everything we do, and we maintain strict administrative and technical procedures to keep all data safe and secure. In an effort to make this Policy more readable, unless the context indicates or dictates otherwise, we refer to:

- our Davis Digital platform as “**Platform**”
- schools and school districts, educational agencies and institutions that register for and/or purchase subscriptions to the Platform as “**Schools**”
- students whose information we may access on behalf of a School as “**Students**”
- teachers and other individuals authorized by a School to use the Platform in their work directly with Students as “**Teachers**”
- principals and other supervisory or support personnel authorized by a School to use the Platform as “**Administrators**”
- Teachers and Administrators together as “**School Officials**”
- each authorized School Official as “**you**”
- online visitors to our websites as “**Website Visitors**”

This Policy applies to our Davis Digital platform, which is a cloud-based online platform created for K–12 art educators that includes eBooks, ePortfolios, access to thousands of fine art images, and more. The Platform is designed to give School Officials and Students in a School access—via personal and institution-owned devices—to all the visual art instructional materials that they need for teaching and learning.

We have prepared this Policy in an effort to be transparent about the steps we take to protect information entered in our Platform about Students and School Officials; who has access to that information; and how that information is used.

This Policy describes the types of information we may collect, or that you may provide, when registering with, accessing, or using the Platform. This Policy does not apply to information we collect offline or to information that you may provide to, or which may be collected by, third parties.

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## **1. How You Can Help**

We need your help to work together with us to protect any sensitive information and ensure compliance with all relevant data privacy laws.

### **a. Managing Platform Access**

Although this Policy focuses largely on what we will do—and what we confirm we will not do—with information entered in the Platform, we believe Schools and School Officials are critical partners in our collective efforts to protect and ensure only appropriate use of Student-related information entrusted to them and to us. In that regard, it is critical that Schools and School Officials using the Platform understand that, in granting or allowing access to the Platform, they are controlling who has access to Student information.

When we reference “granting or allowing access,” we are referring to both intentional actions, such as an Administrator authorizing an account within the Platform for a Teacher, as well as unintentional actions or consequences that may flow from, for example, allowing Students access to Platform login credentials or a School’s failure to maintain sufficient data governance or security practices. In cases where FERPA applies (more below), access to certain Student information remains the legal responsibility of the School. In all situations, it is incumbent upon you, prior to granting access, to make an affirmative determination that the requesting party has a legitimate need for access to the Platform and the sensitive information that may be accessible to that party through the Platform.

## **b. Protecting Student Information**

### **i. FERPA and Education Records**

One of the core tenets of the Family Educational Rights and Privacy Act (**FERPA**)—applicable to Schools that receive federal funding (for example, public Schools)—is the protection of the privacy of personally identifiable information (or “**PII**”) in Student education records. Under FERPA, “education records” are defined as records, files, documents and other materials that are (1) directly related to a Student; and (2) maintained by an educational agency or institution or by a person acting for such agency or institution. PII from education records includes information such as a Student’s full name, address, email address, social security number, or any other information which can be used to distinguish or trace a Student’s identity, either directly or indirectly, through linkages with other information.

Schools subject to FERPA are generally required to obtain prior consent from a parent (or, in the case of a Student who has reached 18 years of age, the Student) before disclosing any education records regarding that Student to a third party. There are certain exceptions to this general rule, which can be found [here](#). For example, Schools may disclose PII from an education record of a Student without consent if the disclosure is to School Officials whom the School has determined to have legitimate educational interests.

If you are using the Platform on behalf of a School and FERPA applies, before you enter, upload, or access any data concerning a Student, you must confirm that your School has: (1) obtained appropriate consent from the parent or guardian of that Student (or consent from the Student if over the age of 18), or (2) determined that one of the limited exceptions to the consent requirement applies. We will never use Student PII to target Students or their families for advertising or marketing efforts or sell rosters of Student PII to third parties.

### **ii. COPPA and Children under the Age of Thirteen**

The intent of the Children’s Online Privacy Protection Act (**COPPA**) is to give parents control over commercial websites’ and online services’ collection, use, and disclosure of information about children under the age of thirteen (13). In accordance with COPPA, this policy provides full notice of our collection, use, and disclosure practices, so that the School may make an informed decision about engaging our services.

Schools contract with us to collect PII from students for the use and benefit of the School, and for no other commercial purpose. As such, Davis is not required to obtain consent directly from parents of Students under the age of 13 and can presume that the School’s authorization for the collection of students’ PII is based upon the school having obtained the parents’ consent. See “*Children’s Privacy*” below for more information on how we collect and use the personal information of children younger than thirteen (13). Our Platform is compliant with the regulations put forth by the COPPA. Davis maintains only that information that enables users to operate the Platform and protects that information as provided herein. For more information about COPPA, click [here](#).

### **c. Information about School Officials and Parents**

We collect information from and about you when you provide it to us, and automatically when you use the Platform. Again, “you” refers to an authorized School Official or user of the Platform.

## **2. How We Collect and Use Information**

We collect the following types of information from Schools and end users:

### **a. Information about Schools**

We ask for certain information when a School Official registers a School with the Platform, or if the School Official corresponds with us online, including a name, school name, school district (if applicable), school email address and/or account name and password, phone number, message content, and information relating to the School’s information systems. We may also retain information provided by a School if the School sends us a message, posts content to our website or through the Platform, or responds to emails or surveys. Once a School begins using the Platform, we will keep records of activities related to the Platform.

We use information that you, as a School Official, provide through the Platform to (as applicable):

- operate, maintain, and provide the features and functionality of the Platform;
- analyze the Platform’s functionality;
- grant access to the Platform and any other products or services you may request from us;
- give you notices about your registration and subscription, including expiration and renewal notices;
- carry out our rights and responsibilities under agreements between us and your School; and
- notify you of changes to the Platform (including substantive changes to this Policy or other user policies)

### **b. Information about Students**

The Platform may access PII about Students in the course of providing the Platform to a School. We consider Student information to be confidential and do not use such data for any purpose other than to provide the Platform on the School’s behalf. The type of Student information we receive is what is usually referred to as **school roster information**, which may include, but is not limited to, student name, address, age, as well as sensitive personal information such as ethnicity and disability status. However, the minimum required Student information for the Platform includes the student’s name, email address, student ID, and course enrollment. Schools can choose to send more information, but it is not required. We have access to Student information only as requested by the School and only for the purposes of acting on the School’s behalf.

If you are a Student or parent, please contact your School if you have questions about the School's use of educational technology service providers like us. See "*How We Share Your Information*" below for more information on the limited ways in which we share School and Student information. See "*Children's Privacy*" below for more information on how we collect and use the personal information of children younger than thirteen (13).

### **c. Automatic Information Collection and Tracking**

We automatically collect certain types of usage information when visitors view our websites or use the Platform. We may send one or more cookies—small files placed on the hard drive of your computer or other device—to your computer that uniquely identify your browser, let you log into the Platform faster, and enhance your navigation through the site. A cookie may also convey information to us about how you use the Platform (e.g. the pages you view, the links you click, and other actions you take on the Platform), and allow us to track your usage of the Platform over time. We may collect log file information from your browser or mobile device each time you access the Platform. Log file information may include anonymous information such as your web request, Internet Protocol ("IP") address, browser type, information about your mobile device, number of clicks and how you interact with links on the Platform, pages viewed, and other such information.

We may employ small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit us to, for example, count users who have visited those pages or opened an email, and for other related statistics. In addition, we may also use web beacons in HTML-based emails sent to our Schools to track which emails are opened and which links are clicked by recipients. The information allows for more accurate reporting and improvement of the Platform. We may also collect analytics data, or use third-party analytics tools, to help us measure traffic and usage trends for the Platform.

We do not allow third-party advertising networks to collect information about the users of the Platform. We use or may use the data collected through cookies, log files, device identifiers, and web beacons to (a) remember information so that a user will not have to re-enter it during subsequent visits; (b) provide custom, personalized content and information; (c) to provide and monitor the effectiveness of the Platform; (d) monitor aggregate metrics such as total number of visitors, traffic, and usage on the Platform; (e) diagnose or fix technology problems; and (f) help users efficiently access information after signing in.

### **d. Third-Party Information Collection**

As discussed further under "*How We Share Your Information*," we may use third-party providers to support elements of the Platforms' infrastructure or functionality. These providers may, like us, use automatic information collection technologies to enable or streamline certain features they are providing on our behalf. In all cases, these providers will be contractually bound by us to keep PII confidential and to only use it in order to fulfil their responsibilities to us.

### **3. How We Share Your Information**

Except under limited circumstances as expressly set forth below and under “*Third-Party Information Collection*” above, we will not disclose any PII relating to Students or School Officials to third parties without your consent or the consent of your associated School. We do not and will not rent or sell information for marketing purposes. We may provide access to PII data storage and disclose PII with your permission to those contractors and other service providers that we use to support our business. These may include individuals (such as data scientists and software developers) and commercial vendors that provide or support elements of the Platform’s infrastructure or functionality. In all cases, these providers will be bound by contractual obligations to keep PII confidential and to use it only for the purposes for which we disclose it to them. We may also disclose PII to fulfill the purpose for which you provide it. For example, if you contact us using your email address, we will use that email address to respond to you. We may be required to disclose PII to comply with a court order, law, or legal process (including a government or regulatory request); to meet national security or law enforcement requirements; to comply with statutes or regulations; to enforce our [Davis Digital User Agreement](#); or if we believe in good faith that the disclosure is necessary to protect the rights, property, or personal safety of our users. Before we would do that, we would provide the applicable School with notice of the requirement so that, if the School so chooses, it could seek a protective order or other remedy. If after providing that notice we remain obligated to disclose the demanded PII, we will disclose no more than that portion of the PII that, on the advice of our legal counsel, the order, law, or process specifically requires us to disclose. Of course, if we ever were to engage in any onward transfers of PII with third parties for a purpose other than that for which it was originally collected or subsequently authorized, we would provide you with an opt-out choice to limit the use and disclosure of your PII.

#### **a. In the Event of a Change of Control**

If a third-party purchases all or most of our ownership interests or assets, or if we merge with another organization, it is possible that we would need to disclose PII to the other organization in connection with or following the transaction (for example, were we to integrate the Platform with the other organization’s product offerings). However, we will not transfer personal information of our customers unless the new owner confirms that it will maintain and provide the Platform as a going concern, and provided that the new owner has agreed to data privacy standards no less stringent than our own. To the extent any such transaction would alter our practices relative to this Policy, we will give you advance notice and any choices they may have regarding PII. We will retain PII for as long as the applicable School uses and/or maintains its subscriptions to the Platform in good standing. Once subscriptions lapse or terminate, unless a written agreement between us and a School provides otherwise, we will retain PII for up to thirty (30) calendar days, after which time it will be destroyed. Any retained PII will, of course, remain subject to the restrictions on disclosure and use outlined in this policy for as long as it resides with us.

## **b. How Student Information Is Shared**

In addition to the actions described above, the Platform may facilitate the sharing of Student information with third parties, though only when instructed and authorized to do so on behalf of the School. The Platform does not facilitate the sharing of any Student information with third parties on the Platform except on behalf of the School. Finally, although we outlined earlier in this Policy what constitutes PII, we also want to be clear what information is not PII. Once PII, whether relating to a School Official or Student, has been de-identified, that information is no longer PII. PII may be de-identified through aggregation or various other means. The U.S. Department of Education has issued guidance on de-identifying PII in education records [here](#). In order to allow us to proactively address customer needs, we anticipate using de-identified information to improve the Platform and other of our products and services. That said, we will use reasonable de-identification approaches to ensure that in doing so, we are not compromising the privacy or security of the PII you entrust to us.

## **4. How We Store and Protect Your Information**

### **a. Hosting**

The Platform is a cloud-based solution hosted on Rackspace in multiple data centers in multiple regions. Consistent with guidance from the U.S. Department of Education when storing sensitive education records, we only store such records used by the Platform in the cloud-based servers located in the United States.

### **b. Keeping Information Safe**

We maintain strict administrative, technical, and physical procedures to protect information stored on our servers. Access to information is limited to those employees who require it to perform their job functions; in addition, we conduct thorough background checks for these employees. Among other things, PII is encrypted at rest and in transit to and from the Platform using industry-standard encryption technology. We have implemented measures designed to secure PII from accidental loss and from unauthorized access, use, alteration, and disclosure. In addition, all PII is securely stored behind firewalls in the Virtual Private Cloud environment protected by our hosting providers.

### **c. Complaint Handling**

We are subject to the investigatory and enforcement powers of the Federal Trade Commission (FTC).

## **5. Your Choices About Your Information**

### **a. Account Information and Settings**

School Officials may update and modify account information by signing into the Administrator account. If you have any questions about reviewing or modifying account information, please contact us directly at [support@davisart.com](mailto:support@davisart.com).

### **b. Access to Student Information**

Student information is provided and controlled by the Schools. If you have any questions about reviewing, modifying, or deleting the personal information of a Student, please contact your School directly.

### **c. Deleting or Disabling Cookies**

You may be able to disallow cookies to be set on your browser. Please look for instructions on how to delete or disable cookies and other tracking/recording tools in your browser's technical settings. You may not be able to delete or disable cookies on certain mobile devices and/or certain browsers. For more information on cookies, visit [www.allaboutcookies.org](http://www.allaboutcookies.org). Remember, disabling cookies may disable many of the features available on our Platform, so we recommend you leave cookies enabled.

### **d. How Long We Keep User Content**

Following termination or deactivation of a School account, the Platform may retain profile information and content for a commercially reasonable time and according to our data retention policies for backup, archival, or audit purposes, but any and all Student information associated with the School will be deleted within ninety (90) calendar days of the termination or expiration of the subscription unless instructed otherwise by the school district. Any publicly shared comments or ratings on the Platform may remain in view to other subscribers after an account deletion, but no one will be able to see the identity of a deleted account holder. We may maintain anonymized or aggregated data, including usage data, for analytics purposes. If you have any questions about data retention or deletion, please contact [support@davisart.com](mailto:support@davisart.com).



## 6. Children's Privacy

The Platform does not knowingly collect any information from children under the age of thirteen (13) unless and until the School has obtained appropriate parental consent for the Student to use the Platform. Because the Platform collects and uses Student Data at the direction of and under the control of a School, Davis relies on each School to provide appropriate notice to parents of the School's use of third-party services such as Davis Digital, and for the Schools to provide consent, if necessary, and authorization for Davis to collect Student Data, as permitted by COPPA (see "*COPPA and Children Under the Age of Thirteen*" above). Please contact us at [support@davisart.com](mailto:support@davisart.com) if you believe we have inadvertently collected personal information of a child under the age of thirteen without proper consent so that we may delete such data as soon as possible.

## 7. Links to Other Web Sites and Services

We are not responsible for the practices employed by websites, applications, or services linked to or from the Platform. We recommend that you review the privacy policies of other applications before authorizing any usage.

## 8. How to Contact Us

Please feel free to contact us with questions at any time.

Email: [support@davisart.com](mailto:support@davisart.com)

Mail: Davis Publications, Attn: Davis Digital, 50 Portland Street, Worcester, MA, 01608, USA

Phone: 800.533.2847

## 9. Changes to Our Privacy Policy

We reserve the right to update this Privacy Policy from time to time. Any such updated Policy will be posted on our website at least thirty (30) days prior to taking effect. Your continued use of the Platform is your acceptance of this policy. **This Privacy Policy was last modified on September 16, 2019.**