

# Proposal

Date: June 22, 2021

To:  
Lisa Resing  
Boone County Schools  
83300 US Highway 42  
Florence, KY 41042

From:  
Samantha Brown  
Fountas & Pinnell On-site Specialist  
Phone: 800-541-2086 ext. 1354



361 Hanover Street • Portsmouth, NH 03801

Heinemann Professional Development is very pleased that you are interested in scheduling professional development days with us. If you have any questions about the quote below, please contact me at the phone number listed above. Thank you.

PROFESSIONAL LEARNING DAYS			
Proposed Service	Description	Proposed Dates	Pricing
<i>Fountas &amp; Pinnell Classroom Professional Learning Day</i>	1 day of onsite professional learning covering <i>FPC Guided Reading</i> <ul style="list-style-type: none"><li>30 participants max</li><li>Materials are required for participants</li></ul>	TBD	\$3,400.00
<i>Fountas &amp; Pinnell Classroom Professional Learning Day</i>	1 day of onsite professional learning covering <i>FPC Interactive Read Aloud</i> <ul style="list-style-type: none"><li>30 participants max</li><li>Materials are required for participants</li></ul> Costs are all-inclusive.	TBD	\$3,400.00
This quote is valid for 60 days	Quote reflects discounted pricing	Total Estimated Cost	\$6,800.00

This is a quote only, not a contract.



DEDICATED TO TEACHERS

145 Maplewood Avenue, Suite 300

Portsmouth, NH 03801

Phone: 800-541-2086 Ext. 1402

Fax: 907-375-2987

www.heinemann.com/pd

PD Offering: Guided Reading: Fountas and Pinnell Classroom  
Interactive Read-Aloud: Fountas and Pinnell Classroom

Date(s): 8/16/2021 - 8/16/2021  
8/17/2021 – 8/17/2021

Location: Florence, KY

Number of Participants: 30 (per session)

Total Fee: \$6,800

Contact: Lisa Resing

Organization: Steeplechase Elementary

This session is based on the *Fountas and Pinnell Classroom* by Irene Fountas & Gay Su Pinnell.

The fee for the Engagement is inclusive of the consultant's fee and expenses. The maximum number of participants for this seminar is 30.

Prices include professional support only. You are **required** to have previously purchased the Fountas and Pinnell Classroom materials, as well as *The Literacy Continuum* for this seminar.

**Contract and Purchase Order is due for the full amount of this agreement by: 7/16/2021. The above date(s) are not secured until Heinemann has received the required purchase order.**

**ACCEPTED AND AGREED**

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

Name (print): Lisa Resing Title: Prinicpal

**COUNTERSIGNED**

\_\_\_\_\_  
Cherie Bartlett, Manager of Professional Development, On-Site

## **AGREEMENT TERMS**

This agreement by and between Heinemann Professional Development and the Client sets forth the agreement between the parties. When used herein, "Agreement" shall be understood to include this agreement, and any attached exhibits or any other documents made a part hereof or incorporated by reference, including any written amendments hereto.

Upon receipt of this Letter Agreement, you shall return by email to [amy.myshrall@heinemann.com](mailto:amy.myshrall@heinemann.com) or by U.S. mail, to Heinemann Professional Development.

### **1. SERVICES**

Heinemann will provide to Client professional services related to professional development, as set forth more fully in Exhibit A (the "Services") on page one of this Agreement. In performance of the Services at the scheduled event (the "Engagement"), Heinemann will employ a third-party Consultant/Consulting Author, as described in Exhibit A (first page of Agreement).

### **2. FEES**

The Fee, as set forth in Exhibit A, shall be payable as follows:

(a) Upon execution of this Agreement, Client shall provide a purchase order for the full amount listed on Exhibit A. Purchase Order should be made out to Heinemann, Federal ID #06-1154537.

(b) The signed contract and purchase order shall be emailed to [amy.myshrall@heinemann.com](mailto:amy.myshrall@heinemann.com) or mailed to Heinemann Professional Development.

(c) Client shall pay the invoiced Fee balance to Heinemann within thirty (30) business days following Client's Engagement.

(d) Client acknowledges and agrees that in certain instances, should the number of participants increase, Client could be charged additional fees, as set forth in Exhibit A.

(e) All payments required by the Client under this Agreement are exclusive of all federal, state, local and foreign taxes, levies, and assessments. The Client agrees to bear and be responsible for the payment of all such taxes, levies and assessments imposed by any taxing authority.

### **3. RIGHT TO CANCEL; REFUNDS**

If, before the date of the Engagement, Heinemann finds that either the Client has failed, neglected or refused to perform any other contract with Heinemann or the Client's financial credit has been materially impaired, then Heinemann shall have the right to cancel this Agreement upon notice to Client.

(a) In the event that the Client cancels this Agreement within sixty (60) days of the scheduled Engagement, for any reason other than as set forth below, Client shall be fully liable for the Fee. The parties acknowledge and agree that payment of the Fee upon improper cancellation shall serve as liquidated damages and not as a penalty, to compensate Heinemann for lost income due to the time reserved in good faith by Heinemann to undertake their obligations with respect to the Engagement.

### **4. FORCE MAJEURE**

No party shall have any liability to another in the event of the cancellation of the Engagement if such cancellation is caused by or due to the physical disability of the Consultant/Consulting Author, or acts or regulations of public authorities, labor difficulties, civil tumult, terrorist attack or threats, government warnings, strike, epidemic, interruption or delay of transportation service or any other cause beyond the reasonable control of a party. In the event of a cancellation for "force majeure" the parties will attempt to reschedule the Engagement, or if rescheduling is not feasible or desirable, Heinemann will refund any Fee paid with respect to the cancelled presentation, but Client shall remain liable for any out of pocket expenses reasonably and necessarily incurred by Heinemann or the Consultant/Consulting Author in accordance with this Agreement. In the event of Force Majeure, please contact Marie Calvi as soon as possible at [marie.calvi@heinemann.com](mailto:marie.calvi@heinemann.com).

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5. **NO RECORDATION**

No audio, visual, radio, television, recording or transmitting devices may be used during the Engagement in any manner or form without the prior written consent of Heinemann.

6. **INSURANCE**

Client shall procure and maintain for the site of the presentation, with respect to the Engagement described herein, comprehensive liability insurance with a limit of coverage not less than One Million Dollars (\$1,000,000) per occurrence.

7. **NON-COMPETITION AND NO OTHER BROKER**

It is understood among all parties that any additional consulting work stemming from the Services provided will be contracted through Heinemann. Client will not use any broker, bureau or agent to book the Consultant or Consulting Author for any future Services or Engagements, other than Heinemann.

8. **OWNERSHIP OF INTELLECTUAL PROPERTY**

Heinemann and/or the Consultant/Consulting Author own all right, title and interest in and to their respective programs and products (the "Materials") including, but not limited to, worldwide copyright in all languages and in all forms and media now or hereafter known. Client and the participants are strictly prohibited from reproduction or distribution of the Materials without prior written permission from Heinemann. Client and the participants may not make use of the Materials in any manner other than the use intended by Heinemann through its provision of the Services. For the avoidance of doubt, no right, title, or license in the Materials is granted to the Client, except for the limited, personal, non-transferable right and license for the Client to use the Materials for the Client's own internal use and benefit without reproducing them in any medium.

9. **INDEPENDENT CONTRACTOR**

Heinemann, the Consultant/Consulting Author, and the Client are not partners or joint venturers and nothing contained herein shall be construed as creating an employment, partnership, joint venture, agency, or any other relationship whatsoever, except that of independent contractors, between Heinemann, the Consultant/Consulting Author, and Client. The Consultant/Consulting Author is responsible for all statements made by the Consultant/Consulting Author in connection with the Engagement.

10. **LIMITED WARRANTY AND DISCLAIMER**

Heinemann warrants that the Services will be performed in a professional and diligent manner. Except for the express warranty stated in this section, to the maximum extent permitted by applicable law, Heinemann makes no additional warranty, express or implied, statutory or otherwise, as to any matter whatsoever and all warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights are expressly disclaimed and excluded.

11. **GOVERNING LAW AND FORUM SECTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without giving effect to principles of conflicts of laws and Client hereby submits to the exclusive jurisdiction of the federal and state courts situated in the State of New Hampshire and the applicable service of process.

12. **LIMITATION OF LIABILITY**

In no event shall Heinemann or the Consultant/Consulting Author be liable for any consequential, special, indirect, multiple or punitive damages of any kind. Heinemann and Consultant/Consulting Author's liability shall be limited to the aggregate fee for services set forth on Exhibit A.

13. **ENTIRE AGREEMENT**

This agreement, including any attachments or exhibits, constitutes the entire agreement between the parties concerning the Services, and can only be supplemented, amended or revised in writing by agreement of the parties.

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**Certificate Of Completion**

Envelope Id: 4867916392B349E69DE392CBC54DD7D7

Status: Sent

Subject: Heinemann PD F&amp;P Seminars - Contract &amp; PO Needed - FLORKY210816DM &amp; FLORKY210817

Source Envelope:

Document Pages: 3

Signatures: 0

Envelope Originator:

Certificate Pages: 1

Initials: 0

Amy Myshrall

AutoNav: Enabled

125 High St

Envelopel Stamping: Enabled

Boston, MA 02110

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

amy.myshrall@heinemann.com

IP Address: 208.85.124.20

**Record Tracking**

Status: Original

Holder: Amy Myshrall

Location: DocuSign

6/24/2021 8:35:31 AM

amy.myshrall@heinemann.com

**Signer Events****Signature****Timestamp**

Lisa Resing

Sent: 6/24/2021 8:36:55 AM

lisa.resing@boone.kyschools.us

Viewed: 6/24/2021 4:39:16 PM

Principal

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Cherie Bartlett

cherie.bartlett@heinemann.com

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

6/24/2021 8:36:55 AM

**Payment Events****Status****Timestamps**

## **PRIVACY POLICY**

Effective Date: October 1, 2012

### **Overview**

**You should read this entire Privacy Policy, but here are some high points detailed below:**

- We ask you for, and use technology to detect, information about you. Some of this information is shared with others.
- You consent to our practices detailed below. If you want to change your consent, terminate your account and stop using the Site(s).
- Click [here](#) for an index of topics covered below. You may click on any topic to go to the details.

**To view our Terms of Use, click [here](#). To request copies of both the Privacy Policy and Terms of Use documents by email, click [here](#).**

### **Introduction**

Welcome! You have arrived at a site that is owned and/or operated by Heinemann, a division of Greenwood Publishing Group, Inc. (“**Heinemann**” or “**we**,” “**our**” or “**us**”). This “**Privacy Policy**” governs your use of our Heinemann.com Website available at [www.heinemann.com](http://www.heinemann.com) (including, without limitation, both mobile and online versions of our site), and also applies to your use of interactive features, widgets, applications, content or downloads that we make available through the Heinemann.com Website and post this Privacy Policy (collectively, the “**Site(s)**”) regardless of how you access or use them, whether via personal computers, mobile devices or otherwise but does not apply to data we receive from third parties unless we combine such data with Personal Information (defined below) that we have ourselves collected under this Privacy Policy. Our statements under this Privacy Policy only cover information collected at the Site(s) directly by us, and not by third parties that may interact with our Site(s).

This Privacy Policy does not apply to our data collection activities offline or otherwise outside of our Site(s) (unless otherwise stated below). To the extent we provide you notice on our Site(s) of different or additional privacy policies or practices (e.g., at the point of our collection), those additional terms shall govern such data collection and use. Due to the diverse nature of our businesses, companies within the Houghton Mifflin family of companies may have different privacy policies. In such cases, the privacy policy of the particular company will be posted, and will supersede the terms of this Privacy Policy in the event of a conflict.

In addition, please review the Site(s)’ [Terms of Use](#), which governs your use of the Site(s). *By using our Site(s), you consent to our Privacy Policy and Terms of Use and our collection, use and sharing of your information and data, and other activities, as described below.*

## **Linkable Table of Contents**

It is important that you read and understand the entire Privacy Policy before using the Site(s). This table of contents highlights key issues and points. You can click on the headings or the “[More](#)” links to be taken to the full explanation.

### **1. [What Information Do the Site\(s\) Collect?](#)**

#### **(a) [Information You Provide To Us](#)**

You may give us Personal Information and Demographic Information, such as when you register or contact us. [More](#)

#### **(b) [Information We Collect As You Access and Use the Site\(s\)](#)**

Tracking Technologies collect Usage Information based on your Device Identifier. [More](#)

#### **(c) [Information Third Parties Provide About You](#)**

We may obtain information about you from third parties. [More](#)

#### **(d) [Information You Provide About a Third Party](#)**

You may give us information about others, such as when you send a friend a message through the Site(s). [More](#)

### **2. [How Do We Use the Information Collected?](#)**

We use your Personal Information, Demographic Information and Usage Information for a variety of purposes. [More](#)

### **3. [How and When Do We Disclose Information To Third Parties?](#)**

We may provide your information to third parties under various circumstances. [More](#) These may include:

#### **(a) [When You Request Information From or Provide Information to Third Parties](#)**

If you request information from third parties, request that we send information to third parties or interact with third party sites, content, ads or tools (including Facebook and other third party share functionality) we may share your information with such parties and/or they may collect your information directly. [More](#)

#### **(b) [Third Parties Providing Services on Our Behalf](#)**

Our vendors may collect your information or we may share it with them. This includes third party content and course providers and/or operators. [More](#)

#### **(c) [Administrative and Legal Reasons](#)**

There are a variety of administrative and legal reasons for which we may share your information. [More](#)

(d) [\*\*Affiliates and Business Transfer\*\*](#)

We may share your information with our Affiliates or in the event of a sale, merger or similar transaction. [More](#)

(e) [\*\*Co-branded Areas\*\*](#)

Co-branded areas may include information collection by us and third parties. Such third parties' privacy policies, not ours, govern their practices. [More](#)

(f) [\*\*Sweepstakes, Contests and Promotions\*\*](#)

Promotions entrants may be required to consent to certain information sharing. [More](#)

(g) [\*\*License Managers\*\*](#)

If you use the Site(s) under a multi-user account, the master account holder may have access to your information.

4. [\*\*What About Information I Disclose Publicly?\*\*](#)

(a) [\*\*User Generated Content and Public Information\*\*](#)

Posting content in public areas makes it available to others. [More](#)

(b) [\*\*Name and Likeness\*\*](#)

You grant us the right to use your name and likeness in connection with your posting and activities. [More](#)

(c) [\*\*Profiles\*\*](#)

Learn about your profile settings. [More](#)

5. [\*\*Do Third Party Content and Links To Third Party Site\(s\) Appear on the Site\(s\)?\*\*](#)

We are not responsible for your interaction with third party content or locations. [More](#)

6. [\*\*Do Third Party Applications Appear on the Site\(s\)?\*\*](#)

We are not responsible for your interaction with third party applications. [More](#)

7. [\*\*How Do I Change My Information and Communications Preferences?\*\*](#)

You may change certain account information and preferences. [More](#)

8. [\*\*What About Transfer of Information To the United States?\*\*](#)

Data may be transferred to the United States. [More](#)

9. [\*\*What Should Parents Know About Children?\*\*](#)



We do not intend to collect Personal Information from children. If you think we have, let us know. [More](#)

#### 10. [What About Security?](#)

No data security is absolute, but we take reasonable technical, physical and administrative steps to secure data appropriately. [More](#)

#### 11. [What About Changes To the Privacy Policy?](#)

We may change this Privacy Policy as explained [here](#).

#### 12. [Who Can I Contact?](#)

You can contact us for more information about the manner in which we collect, use, disclose and otherwise manage your Personal Information. [More](#)

### **The Full Detailed Privacy Policy**

#### **1. What Information Do the Site(s) Collect?**

##### **(a) Information You Provide To Us**

**Personal Information and Demographic Information.** On the Site(s), we may ask you to provide us with certain categories of information such as: (1) personally identifiable information, which is information that identifies you personally, such as your first and last name, e-mail address, mailing address, username and password and payment information including credit card number (“**Personal Information**”); and (2) demographic information, such as information about your occupation, education level, and grades you work with if you are a professional educator (“**Demographic Information**”). We may collect this information through various forms and in various places on the Site(s), including account registration forms, contact us forms, or when you otherwise interact with the Site(s). If we combine Demographic Information with the Personal Information we collect directly from you on the Site(s), we will treat the combined data as Personal Information under this Privacy Policy.

##### **(b) Information We Collect or Store As You Access and Use the Site(s)**

In addition to any Personal Information or other information that you choose to submit to us via our Site(s), we and our third-party service providers may use a variety of technologies that automatically (or passively) store or collect certain information whenever you visit or interact with the Site(s) (“**Usage Information**”). This Usage Information may be stored or accessed using a variety of technologies that may be downloaded to your personal computer, laptop, tablet or mobile phone (a “**Device**”) whenever you visit or interact with our Site(s). Usage Information may be non-identifying or may be associated with you. Whenever we associate Usage Information with your Personal Information, we will treat it as Personal Information.

This Usage Information may include:

- your IP address or other unique identifier (“**Device Identifier**”). A Device Identifier is a number that is automatically assigned to your Device used to access the Site(s), and our computers identify your Device by its Device Identifier;
- your Device functionality (including browser, operating system, hardware, mobile network information);
- the URL that referred you to our Site(s);

- the areas within our Site(s) that you visit and your activities there, including remembering you and your preferences;
- your Device location;
- your Device characteristics; and
- certain other Device data, including the time of day, among other information.

We may use various developed methods and technologies to store or collect Usage Information (“**Tracking Technologies**”). Tracking Technologies may set, change, alter or modify settings or configurations on your Device. A few of the Tracking Technologies include, without limitation, the following (and subsequent technology and methods later developed):

**Cookies.** A cookie is a data file placed on a Device when it is used to visit the Site(s). A Flash cookie (or locally shared object) is a data file placed on a Device via the Adobe Flash plug-in that may be built-in to or downloaded by you to your Device. HTML5 cookies can be programmed through HTML5 local storage. Unlike Flash cookies, HTML5 cookies do not require a plug-in. Regular cookies may generally be disabled or removed by tools that are available as part of most commercial browsers, and in some but not all instances can be blocked in the future by selecting certain settings. Each browser you use will need to be set separately and different browsers offer different functionality and options in this regard. Also, these tools may not be effective with regard to Flash cookies or HTML5 cookies. For information on disabling Flash cookies go to Adobe’s website [www.adobe.com](http://www.adobe.com). Please be aware that if you disable or remove cookies, Flash cookies, or HTML5 cookies on your Device, some parts of our Site(s) may not function properly, and that when you revisit our Site(s) your ability to limit cookies is subject to your browser settings and limitations.

**Web Beacons.** Small graphic images or other web programming code called web beacons (also known as “1x1 GIFs” or “clear GIFs”) may be included in our Site(s)’ pages and messages. Web beacons may be invisible to you, but any electronic image or other web programming code inserted into a page or e-mail can act as a web beacon. Web beacons or similar technologies may be used for a number of purposes, including, without limitation, to count visitors to the Site(s), to monitor how users navigate the Site(s), to count how many e-mails that were sent were actually opened or to count how many particular articles or links were actually viewed.

**Embedded Scripts.** An embedded script is programming code that is designed to collect information about your interactions with the Site(s), such as the links you click on. The code is temporarily downloaded onto your Device from our web server or a third party service provider, is active only while you are connected to the Site(s), and is deactivated or deleted thereafter.

**ETag, or entity tag.** A feature of the cache in browsers. It is an opaque identifier assigned by a web server to a specific version of a resource found at a URL. If the resource content at that URL ever changes, a new and different ETag is assigned. Used in this manner ETags are a form of Device Identifier. ETag tracking may generate unique tracking values even where the consumer blocks HTTP, Flash, and/or HTML5 cookies.

We may use Tracking Technologies for a variety of purposes, including:

**Strictly Necessary.** We may use cookies or other Tracking Technologies that we consider are strictly necessary to allow you to use and access our Site(s), including cookies required to prevent fraudulent activity, improve security or allow you to make use of shopping-cart functionality.

**Performance-Related.** We may use cookies or other Tracking Technologies that are useful in order to assess the performance of the Site(s), including as part of our analytic practices or otherwise to improve the content, products or services offered through the Site(s).

***Functionality-Related.*** We may use cookies or other Tracking Technologies that are required to offer you enhanced functionality when accessing the Site(s), including identifying you when you sign-in to our Site(s) or keeping track of our specified preferences, including in terms of the presentation of content on our Site(s).

***Targeting-Related.*** We may use Tracking Technologies to deliver content and ads relevant to your interests on our Site(s) based on how you interact with our content. This includes using Tracking Technologies to understand the usefulness to you of the content that has been delivered to you.

There may be other Tracking Technologies now and later devised and used by us in connection with the Site(s). Further, third parties may use Tracking Technologies with our Site(s). We may not control those Tracking Technologies and we are not responsible for them. However, you consent to potentially encountering third party Tracking Technologies in connection with use of our Site(s) and accept that our statements under this Privacy Policy do not apply to the Tracking Technologies or practices of such third parties.

#### **(c) Information Third Parties Provide About You**

We may receive information about you from your friends, colleagues and others that use the Site(s), such as when they submit content to us or post on the Site(s). Additionally, we may, from time to time, supplement the information we collect directly from you on our Site(s) with outside records from third parties for various purposes, including to enhance our ability to serve you, to tailor our content to you and to offer you opportunities that may be of interest to you. To the extent we combine information we receive from those sources with Personal Information we collect on the Site(s), it will be treated as Personal Information and we will apply this Privacy Policy to such combined information, unless we have disclosed otherwise. In no other circumstances do our promises under this Privacy Policy apply to information we receive about you from third parties.

#### **(d) Information You Provide About a Third Party**

You may send someone else a communication from the Site(s), such as sending an invitation to a friend or family member. Please ensure that you only send such communications to friends and family once you have their permission. If so, the information you provide (e.g., names, e-mail addresses, mobile number, etc.) is used to facilitate the communication and is not used by us for any other marketing purpose unless we obtain consent from that person or we explicitly say otherwise. Please be aware that when you use any send-to-a-friend functionality on our Site(s), your e-mail address, mobile number, name or user name and message may be included in the communication sent to your addressee(s). Some of these tools may be third party tools subject to third party privacy policies as further detailed in [Section 5](#) and [Section 6](#).

## **2. How Do We Use the Information Collected?**

We may use your Personal Information, Demographic Information or Usage Information that is subject to this Privacy Policy: (1) to provide you with information or services or process transactions that you have requested or agreed to receive including to send you electronic newsletters, or to provide you with special offers or promotional materials on behalf of us or third parties; (2) to enable you to participate in a variety of the Site(s)' features such as online lectures, courses and or other educational opportunities; (3) to process your registration with the Site(s), including verifying your information is active and valid; (4) to improve the Site(s) or our services, to customize your experience on the Site(s), or to serve you specific content that is relevant to you; (5) to contact you with regard to your use of the Site(s) and, in our discretion, changes to the Site(s) and/or Site(s)' policies; (6) for internal business purposes such as troubleshooting, data analysis, testing, research and service improvement; and (7) for purposes disclosed at the time you provide your information or as otherwise set forth in this Privacy Policy.

Please note that information submitted to the Site(s) via a “contact us” or other similar function may not receive a response; we will not use that information so provided to contact you for marketing purposes unrelated to your inquiry unless you agree otherwise.

### **3. How and When Do We Disclose Information to Third Parties?**

We may share non-Personal Information, such as aggregated user statistics, with third parties. We may share your Device Identifiers with third parties along with data related to you and your activities. We do not share your Personal Information with third parties for those third parties’ marketing purposes unless you consent to such sharing at the time you provide your Personal Information. In addition, we may share the information we have collected about you, including Personal Information, as disclosed at the time you provide your information and as described below or otherwise in this Privacy Policy.

**(a) When You Request Information From or Provide Information to Third Parties.** You may be presented with an option on our Site(s) to receive certain information and/or marketing offers directly from third parties or to have us send certain information to third parties or give them access to it. If you choose to do so, your Personal Information and other information may be disclosed to such third parties and all information you disclose will be subject to the third party privacy policies and practices of such third parties. As examples, we may offer you the opportunity to provide information on your completion of courses or activities to your employer, certification organizations and/or third party institutions that offer academic and/or continuing education credit. If you exercise such an option you consent to our providing all information requested by them. In addition, third parties may store, collect or otherwise have access to your information when you interact with their Tracking Technologies, tools, content or apps on our Site(s) or link to them from our Site(s). This may include using third party tools such as Facebook, Twitter, Pinterest or other third party posting or content sharing tools. We are not responsible for the privacy policies and practices of such third parties and, therefore, you should review such third party privacy policies and practices of such third parties prior to requesting information from or otherwise interacting with them.

**(b) Third Parties Providing Services on Our Behalf.** We may use third party vendors to perform certain services on behalf of us or the Site(s), such as hosting the Site(s), designing and/or operating the Site(s)’ features, tracking the Site(s)’ activities and analytics, and enabling us to send you special offers or perform other administrative services. This may include content or courses provided or operated by, in whole or in part, third parties, but we require them not to use your Personal Information for their own purposes without your express consent. We may provide these vendors with access to user information, including Device Identifiers and Personal Information, to carry out the services they are performing for you or for us. If you request that we share information with third parties (e.g., your employer or a certification organization), such authorization also applies to our third party content/course providers. Third party analytics service providers may set and access their own Tracking Technologies on your Device and they may otherwise collect or have access to your Personal Information. We are not responsible for those third party technologies or activities arising out of them. However, some may offer you certain choices regarding their practices, and information we have been informed of regarding such choices is available [here](#).

**(c) Administrative and Legal Reasons.** We may access, use, preserve, transfer and disclose your information (including Device Identifiers and Personal Information), including disclosure to third parties: (i) to satisfy any applicable law, regulation, subpoenas, governmental requests or legal process if in our good faith opinion such is required or permitted by law; (ii) to protect and/or defend the Site(s)’ [Terms of Use](#) or other policies applicable to the Site(s), including investigation of potential violations thereof; (iii) to protect the safety, rights, property or security of the Site(s) or any third party; and/or (iv) to detect, prevent or otherwise address fraud, security or technical issues. Further, we may use IP address or other Device Identifiers, to identify users, and may do so in cooperation with third parties such as copyright owners, internet service providers, wireless service providers and/or law enforcement agencies, including disclosing such information to third parties, all in our discretion, subject to applicable law. Such disclosures may be carried out without notice to you.

(d) **Affiliates and Business Transfer.** We may share your information, including your Device Identifiers and Personal Information, Demographic Information and Usage Information with our parent, subsidiaries and affiliates (“**Affiliates**”). We also reserve the right to disclose and transfer all such information: (i) to a subsequent owner, co-owner or operator of the Site(s) or applicable database; or (ii) in connection with a merger, consolidation, restructuring, the sale of substantially all of our interests and/or assets or other corporate change, including, during the course of any due diligence process.

(e) **Co-branded Areas.** Certain areas of the Site(s) may be provided to you in association with third parties (“**Co-Branded Areas**”) such as sponsors, schools and educational organizations and may require you to disclose Personal Information to them. Such Co-Branded Areas will identify the third party and indicate if they have a privacy policy that applies to their collection and use of your information. If you elect to register for products and/or services, communicate with such third parties or download their content or applications, at Co-Branded Areas, you may be providing your information to both us and the third party. Further, if you sign-in to a Co-Branded Area with a username and password obtained on the Site(s), your Personal Information may be disclosed to the identified third parties for that Co-Branded Area. We are not responsible for such third party’s data collection or practices and you should look to such third party privacy policies for more information.

(f) **Sweepstakes, Contests and Promotions.** We may offer sweepstakes, contests, and other promotions (any, a “**Promotion**”) through the Site(s) that may require registration. By participating in a Promotion, you are agreeing to official rules that govern that Promotion, which may contain specific requirements of you, including, allowing the sponsor of the Promotion to use your name, voice and/or likeness in advertising or marketing associated with the Promotion. If you choose to enter a Promotion, Personal Information may be disclosed to third parties or the public in connection with the administration of such Promotion, including, in connection with winner selection, prize fulfillment, and as required by law or permitted by the Promotion’s official rules, such as on a winners list.

(g) **License Managers.** If you are using the Site(s), as a designated user under a multi-user account, such as if you are a teacher using the Site(s) under your school’s or school district’s account, your Site(s) activities and related information, including, without limitation, completion rates, number and time of logins, length of time spent, and performance measurements, may be available to the master account holder, and in particular its license manager.

#### 4. **What About Information I Disclose Publicly?**

(a) **User Generated Content and Public Information.** When you register with the Site(s), you may create your own profile. Your profile information, as well as your name, e-mail, photo, and other information you provide are displayed in the places specified in your profile to enable you to connect with people on the Site(s). As part of the interactive aspects of the Site(s), some Personal Information of registered users of the Site(s) (“**Members**”) and postings may be automatically displayed to the public on the Site(s) as part of a Member’s profile page (refer to Section 4(c) below). Additionally, the Site(s) permit you to submit and/or publicly post ideas, photographs, lessons, lectures, writings, music, video, audio recordings, computer graphics, pictures, data, questions, comments, suggestions or other content, including Personal Information (collectively, “**User Content**”), such as on your profile page, blogs and message boards. We or others may store, display, reproduce, publish, distribute or otherwise use User Content online or offline in any media or format (currently existing or hereafter developed) and may or may not attribute it to you. Others may have access to this User Content and may have the ability to share it with third parties. Postings to chat rooms, message boards, other Member’s profiles, bulletin boards, or similar public forums where you and other users of our Site(s) can communicate are public or semi-public, and therefore may be reviewed by Members and non-Members, indexed by third-party search engines and appear in search results on third-party websites. Accordingly, you should exercise discretion and good judgment regarding what you elect to include as User Content. Please note that Heinemann does not control who will have access to the information that you choose to make public, and cannot ensure that parties who have access to such publicly available information will

respect your privacy or keep it secure. Our promises under this Privacy Policy do not apply to any information that you disclose publicly, share with others or otherwise upload onto the publicly available positions of our Site(s). We are not responsible for the accuracy, use or misuse of any User Content that you disclose or receive from third parties through the Site(s).

**(b) Name and Likeness.** We may also publish your name, voice, likeness and other Personal Information that is part of your User Content, and we may use the content, or any portion of the content, for advertising, marketing, publicity and promotional activities. For full terms and conditions regarding User Content you submit to the Site(s), please review our [Terms of Use](#).

**(c) Profiles.** A Member's profile page may be, by default, set up to display information such as the Member's display name, images, location (city/state/country), groups that the Member has joined and optional information added by the Member including, for example, the Member's tagline, photographs and educational materials, etc. We may make it possible for Members to see a report on other Members that visited a profile page and this gives Members access to such visitor's profile pages. Profile information is used by us primarily to be presented back to and edited by you when you access the Site(s) and to be presented to others permitted to view that information on the Site(s). In some cases (e.g., posting to your page), other users of the Site(s) may be able to supplement your profile. We may offer Members the ability to manage their public profile and use profile preference settings on the [Edit Profile](#) page, the functionality and features of which are subject to change from time-to-time so visit it frequently to confirm the settings reflect your then current preferences and we recommend that you do not post information or content as part of your profile that you are not prepared to make public. Changing setting options may not result in immediate changes to the settings, which are subject to our operations and maintenance schedules. Members should carefully consider the use of such settings to improve information display options and to ensure the settings are properly set and functioning in the manner desired. Notwithstanding the availability of profile preference settings, you should be aware that these settings are for convenience only, do not employ complex data security protection and may not be error free. Further, other users that have access may repost or otherwise make public your information or content. Accordingly, discretion and good judgment should be exercised when posting information or content as part of your profile.

## **5. Do Third Party Content and Links to Third Party Site(s) Appear on the Site(s)?**

The Site(s) may contain content that is supplied by a third party, and those third parties may collect Usage Information and your Device Identifier when pages from the Site(s) are served to you. In addition, when you are on the Site(s) you may be directed to other sites that are operated and controlled by third parties that we do not control. We are not responsible for the data collection and privacy practices employed by any of these third parties or their sites. For example, if you "click" on a link, the "click" may take you off the Site(s) onto a different site. These other sites may associate their Tracking Technologies with you, independently collect data about you, including Personal Information, and may or may not have their own published privacy policies. We encourage you to note when you leave our Site(s) and to review the third party privacy policies of all third party locations and exercise caution in connection with them.

## **6. Do Third Party Applications Appear on the Site(s)?**

Third party applications may be available via the Site(s). The owners of these applications ("**Third Party Owners**") may collect Personal Information and other data from you and may have their own policies and practices. We are not responsible for how Third Party Owners or their applications collect or use your information. These Third Party Owners may have their own terms of service, privacy policies or other policies and ask you to agree to the same. We are not responsible for these third party privacy policies or the practices of Third Party Owners. Be sure to review any available policies before submitting any personally identifiable information to a third party application or otherwise interacting with it and exercise caution in connection with these applications.



## **7. How Do I Change My Information and Communications Preferences?**

You are responsible for maintaining the accuracy of the information you submit to us, such as your contact information provided as part of registration. The Site(s) may allow you to review, correct or update Personal Information you have provided through the Site(s)' registration forms or otherwise, and you may provide registration updates and changes, and otherwise request access to your information, by contacting us at [custserv@heinemann.com](mailto:custserv@heinemann.com). If so, we will make good faith efforts to make requested changes in our then active databases as soon as reasonably practicable. Please note that it is not always possible to completely remove or delete all of your information from our databases and that residual data may remain on backup media or for other reasons. Also, if you have made any public postings on the Site(s) such as in forums or blogs, these communications cannot generally be removed. When you edit your Personal Information or change your preferences on the Site(s), information that you remove may persist internally for Heinemann's administrative purposes. You may cancel or modify our e-mail marketing communications you receive from us by following the instructions contained within our promotional e-mails or in some cases by logging into your account and changing your communication preferences. This will not affect subsequent subscriptions and if your opt-out is limited to certain types of e-mails the opt-out will be so limited. Please note that we reserve the right to send you certain communications relating to your account or use of our Site(s), such as administrative and service announcements and these transactional account messages may be unaffected if you choose to opt-out from receiving our marketing communications. If you have any questions about the Privacy Policy or practices described in it, you should contact us by e-mail at: [custserv@heinemann.com](mailto:custserv@heinemann.com).

## **8. What About Transfer of Information To the United States?**

Our Site(s) are operated in the United States and intended for users located in the United States and Canada. If you are located outside of the United States, please be aware that information we collect, including Personal Information, will be transferred to, and processed, stored and used in the United States. The data protection laws in the United States may differ from those of the country in which you are located, and your Personal Information may be subject to access requests from governments, courts, or law enforcement in the United States according to laws of the United States. By using the Site(s) or providing us with any information, you consent to the transfer to, and processing, usage, sharing and storage of your information, including Personal Information, in the United States as set forth in this Privacy Policy.

## **9. What Should Parents Know About Children?**

The Site(s) are general audience web sites and we do not knowingly collect any personal information from children younger than the age of thirteen (13) as required by U.S. law. We will delete any personal information collected that we later determine to be from a user younger than the age of thirteen (13). If you are a parent or guardian of a child under the age of thirteen (13) and believe he or she has disclosed personal information to us, please contact us at [custserv@heinemann.com](mailto:custserv@heinemann.com).

## **10. What About Security?**

We incorporate commercially reasonable technical, physical and administrative safeguards to help protect and secure your Personal Information in our custody or control. However, no data transmission over the Internet, mobile networks, wireless transmission or electronic storage of information can be guaranteed to be 100% secure. Please note that we cannot ensure the security of any information you transmit to us, and you use our Site(s) and provide us with your information at your own risk.

## **11. What About Changes To the Privacy Policy?**

We reserve the right to change this Privacy Policy at any time without notice to you. Any changes will be effective immediately upon the posting of the revised Privacy Policy. We will not use your Personal Information, however, in a manner materially different than promised at the time it was collected without your

consent. To the extent any provision of this Privacy Policy is found by a competent tribunal to be invalid or unenforceable, such provision shall be severed to the extent necessary for the remainder to be valid and enforceable.

## **12. Who can I Contact?**

If you have questions, comments or complaints regarding our Privacy Policy or the manner in which we or our service providers treat your Personal Information, contact us at [custserv@heinemann.com](mailto:custserv@heinemann.com).



### Third Party Information

The following third parties that collect information from you on our Site(s) have given us notice that you may obtain information on their policies and practices, and in some instances opt-out of certain of their activities, as follows:

Party	Service	For More Information	Use of Tracking Technologies	Privacy Choices
Adobe	Online Marketing Services, On Demand Services and/or other Adobe-hosted services	<a href="#">Adobe hosted services</a> <a href="#">Other Adobe privacy policies</a>	Yes	See information links in prior column
Google	Google Analytics for Display Advertisers, Ads Preferences Manager, and Google Analytics Opt-out Browser Add-on	<a href="#">Google Analytics for display advertisers policy</a> <a href="#">Google ads preferences</a> <a href="#">Google Analytics opt-out browser add-on</a>	Yes	See information links in prior column

NOTE: We are not responsible for third party policies or practices. We try to keep this information current, but it is provided as a courtesy and may not be current or accurate. Please contact the applicable third parties regarding their privacy and data security policies and practices.