# Learning Assistant Alliance Website Privacy Policy Effective as of April 2021

#### Overview

- a. The Learning Assistant Alliance is a not for profit organization and is managed by a Leadership Council and the University of Colorado Boulder.
- b. Portions of the LA Alliance website may be used without providing any personal information.
- c. An individual may create an account on the LA Alliance website to contribute to the community, customize their site interaction, or take part in member-only features.
- d. The LA Alliance does not disclose, give, or transfer personally identifiable information to third parties without user consent unless required by law.
- e. Please see the University of Colorado Boulder's Privacy Policy: https://www.colorado.edu/policies/privacy-statement

## 2. Personal Information Collection and Use

- a. Personal information collected on this website is meant to facilitate interactions within the LA Alliance community and personalize the experience of users.
- Certain information provided at account creation and verification (name, affiliation, department, position, email, phone) is included in the LA Alliance directory, which is searchable and can be viewed by other verified account members.
- c. The LA Alliance does not otherwise disclose, give, or transfer identifiable information to third parties without user consent unless required by law.

## 3. Outside Links and Content

- a. This site contains links to other sites. The LA Alliance is not responsible for the privacy practices or content of such websites.
- b. If you have concerns regarding a website we link to, we encourage you to contact the chair of the Leadership Council regarding your concerns.

#### 4. Email

- a. Registered users agree to allow the LA Alliance to send updates or further information to their email account.
- b. If a user provides contact information through contact@learningassistantalliance.org, it is used to respond directly to the user's questions or comments.
- c. We may also file comments to help improve the site.

## 5. Cookies

- a. A cookie is a small piece of information that is sent to your browser when you access a web page. A session cookie is a line of text that is stored temporarily in your computer's memory. Because a session cookie is never saved, it is destroyed when you close your browser. The LA Alliance website uses session cookies during user visits to save preferences. Certain LA Alliance applications require session cookies to function correctly. If you have session cookies disabled, you may not be able to use certain features of our site.
- b. A persistent cookie is a more permanent line of text that is saved by your browser to a file on your hard drive.

- The only persistent cookie regularly used by the LA Alliance website is for registered users that choose to use the Auto-Login feature. Such cookies expire 30 days from login.
- ii. At times, a persistent cookie may be used for short-term research purposes as defined in New Features and Research. At this time, no such cookies are being used on the LA Alliance or have been used since the website inception.

## 6. Website Usage

- Usage patterns of the LA Alliance website site may be logged to help diagnose problems, analyze trends, and improve the usability and performance of the site.
  User access is anonymous and IP addresses are not linked to personally identifiable information.
- b. Aggregated usage information is collected for statistical purposes and may be used to help improve the site.
- c. Education Research Members of the LAA have access to the Learning About STEM Student Outcomes (LASSO) platform.
- d. LASSO provides a simple online solution for administering, scoring, and analyzing student assessments.
- e. You will have full access to your students' responses.
- f. As tools become available, you will have the option of giving a department or institution assessment coordinator access to your LASSO instructor portal. Once you have identified someone as your assessment coordinator, s/he will have the ability to create, administer, and download assessment results from your classes.
- g. In addition to supporting individual instructors, LASSO is designed to support the improvement of education more broadly. To facilitate the rigorous empirically driven improvement of STEM education, data from your class(es) may be anonymized, aggregated with courses similar to yours, and shared with educational researchers who have approved IRB protocols.
- h. Each student who takes a LASSO assessment will be asked permission for their data to be anonymized and included in the LASSO research dataset.
- i. Anonymized data downloaded from the LASSO database may not be shared with individuals who are not listed on researchers' respective IRB protocols.
- j. For more information, please see our LASSO FAQ.

# 7. Additional Guidelines

- a. The LA Alliance website does not cater to visitors under 13 years old and will NOT store or require any personally identifiable information from users known to be under 13.
- b. If the LA Alliance learns that a user under the age of 13 has provided personally identifiable information, that user's identifiable information will be removed from the database.
- c. When a student turns 18 years old or enters a postsecondary institution at any age, all rights afforded to you as a parent under FERPA transfer to the student ("eligible student").
- d. However, FERPA provides ways in which a school may—but is not required toshare information from an eligible student's education records with parents, without the student's consent.

## 8. Data Storage and Security

- a. Data storage and security is based on the CU Boulder OIT policies. The data stored by the system is classified as Highly Confidential Information, <a href="https://www.cu.edu/ois/data-classifications-impact">https://www.cu.edu/ois/data-classifications-impact</a> because it may contain race and ethnicity information. The policies can be found at <a href="https://www.cu.edu/ope/aps/6005">https://www.cu.edu/ope/aps/6005</a>.
- b. All user and application data are stored separately from the website/application in a database management system hosted on a server in private address space at the University of Colorado Boulder. Server management is provided by the CU Boulder Office of Information Technology's server management group. Direct access to the database is restricted to specific IP addresses. LAA database managers are the only personnel with direct access to the data storage.
- c. The application is hosted separately on a server also managed by CU OIT which maintains the SHA 256 compliant site security certificate.
- d. Security testing by CU Boulder's OIS ensures software is compliant with University of Colorado Boulder security standards.
- e. The LA Alliance website has security measures in place to protect against the loss, misuse, or alteration of information under our control.
- f. If you have any questions about the security of our site, please contact us at contact@learningassistantalliance.org.

#### 9. Account Deactivation

a. Any user can deactivate their account at any time by logging into their account and clicking profile settings.

# 10. Legal Disclaimer

a. We may disclose personal information when required by law or in good-faith believe that such action is necessary in order to conform to the edicts of the law.

## 11. Notification of Changes

- a. We will notify registered users that have subscribed to receive LA Alliance updates if a change will be made to our privacy practices.
- b. Additionally, we will alert users on the front page of the LA Alliance website if our privacy practices change.

# 12. Policy Feedback

a. If you have questions or concerns regarding this policy, please contact us at contact@learningassistantalliance.org.

# 13. Terms of Use

- a. The Learning Assistant Alliance (LAA) website is a resource for people from Institutions who share resources and experiences to transform courses within their disciplines and recruit future K-12 math, science and engineering teachers through the use of Learning Assistants.
- b. The site contains a collection of tools and resources to support this community.
- c. The LAA is governed by a Leadership Council (LC).
- d. The LAA website provides information about and links to STEM education resources. Members of the LAA have screened these materials before inclusion on the site.
- e. Materials suggested by users for inclusion in the collection will be judged by the LAA LC on the accuracy, quality, and appropriateness of content to the mission of the collection.

- f. The LAA is not responsible for changes in materials outside of its control after links have been created, although inappropriate materials will be removed when found.
- g. Suggestions of new material or information about existing material in the collection are encouraged.

## 14. Acceptable Use Policy

# a. INTRODUCTION

- i. The LAA's Acceptable Use Policy ("AUP") is intended to help enhance the use of this website by preventing unacceptable use.
- ii. All users of the LAA website ("the Website") those who access some of our Services but do not have accounts ("Guests"), as well as those who have registered accounts with us ("Members") - must comply with this AUP.
- iii. In accordance the LAA Service Agreement, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP.
- iv. Your violation of this AUP may result in the suspension or termination of your membership account.
- v. This AUP should be read in conjunction with our LAA Service Agreement and the LAC portal Terms of Use.

# b. VIOLATIONS OF THE ACCEPTABLE USE POLICY

- i. The following constitute violations of this AUP:
  - o Illegal use. Using the Website to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.
  - 2. O Harm to minors. Using the Website to harm, or attempt to harm, minors in any way.
  - 3. Threats. Using the Website to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
  - 4. O Harassment. Using the Website to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
  - Fraudulent activity. Using the Website to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," and "chain letters."
  - 6. Forgery or impersonation. Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation. Using deliberately misleading headers ("munging" headers) in news postings in order to avoid spam email address collectors is not allowed.

- 7. Ounsolicited commercial email/Unsolicited bulk email. Using the Website to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature, are prohibited.
- 8. O Unauthorized access. Using the Website to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of the Website's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- 9. Copyright or trademark infringement. Using the Website to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- 10. O Collection of personal data. Using the Website to collect, or attempt to collect, personal information about third parties without their knowledge or consent. O Network disruptions and unfriendly activity. Using the Website for any activity which adversely affects the ability of other people or systems to use the Website or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited.

## c. REPORTING VIOLATIONS OF THIS AUP

- i. The LAA requests that anyone who believes that there is a violation of this AUP direct the information to the chair of the Leadership Council. If available, please provide the following information:
  - 1. o The IP address used to commit the alleged violation
  - The date and time of the alleged violation, including the time zone or offset from GMT
  - 3. Evidence of the alleged violation Email with full header information provides all of the above. Other situations will require different methods of providing the above information. The Leadership Council may take action in response to complaints, including but not limited to issuing warnings, deactivating the Member's account, or bringing legal action to enjoin violations and/or to collect damages, if any, caused by the Member.