SCHOOLRUNNER, LLC (“Schoolrunner” or “we” or “us”) is committed to protecting your privacy. We prepared this Privacy Policy to describe our practices regarding the information we collect from visitors to our website, located at www.schoolrunner.org (“Site”), the Schoolrunner mobile application, and Registered Users of our services, including without limitation services made available through the Site or other websites owned and operated by Schoolrunner, and associated mobile applications. A “Registered User” is an individual who: (a) has been authorized by a Schoolrunner customer to access and use a Schoolrunner service, and (b) has been issued access credentials by that Schoolrunner customer (e.g., user ID and password). By submitting information through our Site, or mobile application or through our related online services, you agree to the terms of this Privacy Policy and you expressly consent to the processing of your information in accordance with this Privacy Policy.

1. **Types of Information We Collect.**

   1.1. **Information You Provide Us Directly:** We collect any information that you provide us directly through the Site, mobile application, or our online services, including any personally identifiable information. All additional data are incorporated into Schoolrunner for the educational purposes solely determined by the Educational Agencies. Schoolrunner is not privy to the intent for which each Educational Agency selects the measures they include in Schoolrunner. This additional data collected in the Schoolrunner system may include: attendance codes, behavioral tracking, assessment results, interventions, suspensions, incidents, general notes, and communication data. If you are a Registered User, we collect any information that you post or store through your account, including any messages that you publish through your account. If you provide us feedback or contact us via e-mail, we will collect your name and e-mail address, as well as any other content included in the e-mail. You are solely responsible and liable for all information, content, messages, and communications you provide to the Site, mobile application, or our online services. Only information that is needed for Schoolrunner to perform services is disclosed to Schoolrunner. These disclosures are authorized by FERPA.

   1.2. **Information We May Receive From Third Parties:** We may receive information about you from third parties. For example, if you are a Registered User, we may receive information about you from our customer that you are associated with, such as a school or school district.

2. **Information Collected via Technology.**

To make our Site and related services more useful to you, our servers (which may be hosted by a third party service provider) collect non-identifiable information arising from your access and use of the Site and our services, including browser type, operating system, Internet Protocol (IP) address (a number that is automatically assigned to your computer when you use the Internet, which may vary from session to session), domain name, and/or a date/time stamp for your visit. We also use Cookies (as defined below) and navigational data to gather information regarding the date and time and duration of your visit and the solutions and information for which you searched and which you viewed. Like most Internet services, we automatically gather this information and store it in log files each time you visit our Site or access your account on our network. “Cookies” are small pieces of information that a website sends to your computer’s hard drive while you are viewing a website. We may use both session Cookies (which expire once you close your web browser)
and persistent Cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience on our website. Persistent Cookies can be removed by following Internet browser help file directions. If you choose to disable Cookies, some areas of our website or service may not work properly.

3. **USE OF YOUR DATA**

3.1. **General Use.** We use the information you submit to us through the Site, the mobile application, or our online services to provide you the services, features, and functionality requested, and to respond to requests that you make and to aid us in serving you better. We use the information you provide through the Site, mobile application, or our online services: for research purposes; to identify you as a user in our system; to provide improved administration of our Site and services; to improve the quality of experience when you interact with our Site and services; to send you administrative e-mail notifications; and to respond to your inquiries.

3.2. **Feedback.** If you provide feedback on any of our services to us through the Site, mobile application, or an online service, we may use such feedback for any purpose, provided we will not associate such feedback with your information. Schoolrunner will collect any information contained in such electronic communication and will treat the information in such communication in accordance with this Privacy Policy and Terms of Use.

4. **DISCLOSURE OF YOUR INFORMATION**

4.1. **In General.** Except as set forth in this privacy policy, we do not share or sell the information you provide to us through the Site, our mobile application or our online services.

4.2. **Affiliates.** Although we currently do not have a parent company, any subsidiaries, joint ventures, or other companies under a common control (collectively, “Affiliates”), we may in the future. We may share some or all of your information with these Affiliates, in which case we will require our Affiliates to honor this Privacy Policy. If another company acquires Schoolrunner or our assets, that company will possess the information collected by it and us and will assume the rights and obligations regarding your information collected by us as described in this Privacy Policy.

4.3. **Other Disclosures.** Regardless of any choices you make regarding your information (as described below), Schoolrunner may disclose information if it believes in good faith that such disclosure is necessary to (a) comply with relevant laws or to respond to subpoenas or warrants served on Schoolrunner; or (b) protect or defend the rights or property of Schoolrunner.

4.4. **Disclosure to Third Party Service Providers.** We may share your information with our third party service providers that we use to provide you with the services, features, or functionality that you request. Except as set forth in this Privacy Policy, these third party service providers are required not to use your information other than to provide the services requested by Schoolrunner. You expressly consent to the sharing of your information with our contractors and other service providers for the sole purpose of providing services to you.
4.5. **Analytics.** We use Google Analytics on our Site. Google Analytics is a web analytics service provided by Google. Google Analytics uses cookies to collect anonymous traffic data to help analyze how users use the website. The information generated by a cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the site, compiling reports on site activity for us and providing other services relating to site activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google’s behalf. By using the website, you consent to the processing of data about you by Google in the manner and for the purposes described in this Privacy Policy.

5. **MISTAKES WITH YOUR INFORMATION.** If you are a Registered User and see mistakes or incorrect information about you in the Site, online service or mobile app, please contact the school or school district associated with your account.

6. **WARRANTIES; WARRANTY DISCLAIMER**

6.1 The Family Educational Rights and Privacy Act (“FERPA”) requires that U.S. Schools that receive certain federal funds get prior written consent from a parent or guardian of a minor student (“Parent”) before disclosing any educational records regarding such student (“Educational Records”) to third parties. If You are a School and FERPA applies to You, You hereby designate Schoolrunner (including its employees, contractors, and agents) as an “other school official” under FERPA, who have a “legitimate educational interest” in using and accessing such Educational Records, and You hereby represent and warrant that (a) You have obtained all consents necessary in connection with disclosing any Educational Records directly or indirectly to Schoolrunner, Users, or otherwise in connection with the Services, and (b) Your disclosures described in (a) are not and will not be a violation of FERPA.

6.2 Schoolrunner hereby represents and warrants to You that (a) it will perform the Professional Services in a professional and workmanlike manner and (b) it will only use and access the Educational Records in accordance with the terms of this Agreement.

6.3 Except as expressly set forth in Section 6.2, the Services, professional Services, reports, and anything provided in connection with this Agreement are provided “as-is,” without any warranties of any kind. Schoolrunner hereby disclaims all warranties, express or implied, relating to the subject matter hereunder, including, without limitation, all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

7. **RESTRICTIONS AND RESPONSIBILITIES.** You will not, and will not permit any third party to: reverse engineer (except to the limited extent applicable law expressly prohibits such a restriction), decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation, reports, or data related to or generated by the Services; modify, translate, or create derivative works based on the Services (for clarity, Reports (defined below) created subject to all terms and conditions of this Agreement are not derivative works for the purpose of the foregoing prohibition); use the Services for timesharing or service bureau purposes or for any purpose other than its own internal business purposes; use the Services other than
in accordance with this Agreement and in compliance with all applicable laws and regulations (including but not limited to FERPA and any applicable privacy laws) or in any manner that infringes or violates the intellectual property rights or proprietary rights of any third party; or use the Services in any manner that is harmful, fraudulent, deceptive, threatening, abusive, obscene, libelous, or otherwise objectionable.

8. **Security of Your Information.** We are committed to protecting the security of your information. We use a variety of industry-standard security technologies and procedures to help protect your information from unauthorized access, use, or disclosure. Despite these measures, you should know that we cannot fully eliminate security risks associated with information and mistakes may happen. Information is only supplied to other companies and organizations at the institution’s request. Upon completion of the terms of the contract Schoolrunner destroys any copy of your data that it had in its possession at the time of termination.

9. **Dispute Resolution.** If you have any questions or concerns, please contact Schoolrunner by e-mail at hello@schoolrunner.org. We will take reasonable steps to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation. If you and Schoolrunner are unable to reach a resolution to the dispute, you and Schoolrunner will settle the dispute exclusively under the rules of the American Arbitration Association (www.adr.org) as set forth in the Terms of Use.

10. **A Note About Children.** We do not intentionally gather personal information from visitors to the Site or Registered Users who are under the age of 13.

11. **Third Party Sites.** Our Site may contain links to third party websites which may have additional or different terms or privacy policies. Please review any terms and conditions presented on those third party sites. We are not responsible for those third parties’ policies or their acts or omissions.

12. **A Note to Users Located Outside of the United States.** Your information may be processed in the country in which it was collected and in other countries, including the United States, where laws regarding processing of information may be less stringent than the laws in your country. You expressly consent to having your information transmitted to and processed in the United States of America.

13. **Your California Privacy Rights.** Under Section 1798.83 of the California Civil Code, residents of California have the right to request from a business, with whom the California resident has an established business relationship, certain information with respect to the types of personal information the business shares with third parties for those third parties’ direct marketing purposes, and the identities of the third parties with whom the business has shared such information during the immediately preceding calendar year. To exercise your rights, you may make one request each year by our contact form with “Request for California Privacy Information” on the subject line and in the body of your message. Be sure to provide in the request sufficient information to properly identify you and/or the members of your family.
14. **Changes to This Privacy Policy.** This Privacy Policy is subject to occasional revision, and if we make any substantial changes in the way we use or share your information, we will notify you by sending you an e-mail to the last e-mail address you provided to us and/or by prominently posting notice of the changes on our Site or on our service. Any material changes to this Privacy Policy will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you or thirty (30) calendar days following our posting of notice of the changes on our Site or on our service. These changes will be effective immediately for new users of our Site or services. Please note that at all times you are responsible for updating your information to provide us with your most current e-mail address. In any event, changes to this Privacy Policy may affect our use of information that you provided us prior to our notification to you of the changes. If you do not wish to permit changes in our use of your information, you must notify us prior to the effective date of the changes that you wish to deactivate your account with us. Continued use of our Site, or services, following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

15. **Contact Information.** We welcome your comments or questions regarding this Privacy Policy. Please e-mail us at hello@schoolrunner.org or contact us at the following address or phone number:

3461 Ringsby Ct, UNIT 315, Denver, CO 80216 - 720.638.2270

This Privacy Policy was last revised on August 1st, 2018