



Fluency Matters

PO Box 13409

Chandler, AZ 85248

800-877-4738 Fax: 480-963-3463

# QUOTE

2020-5066

Quote Date

8/24/2020

Davis Senior High School  
315 W 14th Street  
Davis, CA 95616

SKU #	Description	Qty Ordered	Unit Price	Amount
E-Guerra	La Guerra Sucia - E-course	130	4.00	520.00T
E-Sastre	La hija del Sastre - E-course	130	3.00	390.00T
E-Bananas	Bananas - E-course	130	2.25	292.50T
E-Minerva	Minerva - E-course	130	2.00	260.00T
<b>Sales Tax (0.0%)</b>				\$0.00
<b>Total</b>				\$1,462.50

+ tax  
Hsu

This quote is valid for 90 days from the date given and can be shipped within ten days of receipt of purchase order. Any changes to titles or quantities will void this quote.

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## **Fluency Matters Privacy Agreement and Terms of Use**

### **Summary**

Fluency Matters takes all users' online privacy seriously and is committed to keeping all users' information safe and secure. We are committed to complying with privacy laws that have been established to protect the privacy of adults and minors. You may visit this site anonymously as often as you like without providing any personally identifying information (such as your name, address or e-mail address). We do not collect personally identifying information from you except when you specifically provide it, and we protect the information we receive. We never intentionally share your e-mail address, nor any other private information with third parties.

### **The Information You Provide**

As you explore our website, you will come across places in which we ask you to provide us voluntarily with information about yourself. If you choose to purchase an item through our direct sales service, we will need to collect additional information for billing and shipping, such as your full name, home address and credit card information. These activities are purely voluntary; if you do not wish to reveal your name, e-mail address or other information, you are free simply to ignore these offerings. If you decide to participate, we will not use your name or e-mail address for any purpose other than as stated, and will not sell or rent your name or address to third parties not affiliated with Fluency Matters. If you purchase an item from our website, your credit card information will be processed by a third-party service whose function is to verify the information you provide and process the payment. Fluency Matters will store a record of your purchase and make said information available to you in your password-protected profile.

### **Your representations with regard to Personal Student Data that you disclose to us.**

With regard to the Personal Data of minors that you may provide to us, you hereby represent and warrant: (i) the Personal Data has been collected in accordance with Applicable Law; (ii) the transfer to us for the purpose of providing E-Learning services is authorized by your school and/or district and under Applicable Law; (iii) you will comply with Applicable Law as to requests from Data Subjects in connection with the Personal Data; (iv) you acknowledge that Fluency Matters does not require specific personally identifiable data and you shall disclose to us only that Personal Data that is absolutely necessary for our provision of E-Learning services; (v) you shall maintain account security by using strong passwords, keeping account information in a secure

location, and not leaving your device logged in without your direct supervision and vigilance; and (vi) you shall not ask us to take any action with respect to the Personal Data that you are not permitted to take directly.

### **Removing Your E-mail Address/Account**

If you have previously provided us with your e-mail address and later decide that you do not want us to have it, please email us at [info@FluencyMatters.com](mailto:info@FluencyMatters.com). In the subject line write: Please remove me from [FluencyMatters.com](http://FluencyMatters.com). In the body of the email, please write: Please delete my account from your website. If you ask us to remove your account from our site, be aware that any download purchases you have made, any grades or records from e-courses and purchase history will be deleted and the information / downloads will be unrecoverable.

Student accounts that have not been active for a period of 12 months will be deleted from the system. If you and/or your school/school district warrant the removal of student accounts sooner than 12 months of inactivity, the group leader or manager, or another official school representative can submit a removal request in writing, and Fluency Matters will delete student accounts within 10 business days. To remove student accounts, please email us at [info@FluencyMatters.com](mailto:info@FluencyMatters.com). In the subject line write: Please remove student accounts from [FluencyMatters.com](http://FluencyMatters.com). In the body of the email, please write: Please delete the student accounts listed under [teacher/group leader name] for Group numbers: [list all group numbers]. Groups, student information, including grades and progress reports will be deleted and the information unrecoverable.

### **Cookies**

Cookies are electronic tags that most major websites place on your computer in the process of sending your computer a file, such as a Web page. We use them in a limited fashion as well. In essence, a cookie is a unique bit of computer code that is placed on your computer the first time you visit our site. It tells us simply when a computer that has previously visited our site returns, and it identifies your computer's browser and operating system to help us make the best connection and provide an optimum user experience. We also use cookies to keep track of your subscriptions to various Fluency Matters services. In no event does the cookie we place on your computer tell us anything about your visits to other websites nor your use of the Internet in any other way. If you would prefer not to receive any cookies, most browsers can be set to refuse cookies or to alert you when one is being sent. It is possible, however, that some portions of this site may not function properly if the cookies are disabled.

## Links to Other Sites

Our site contains links to other sites, such as educational blogs, language learning resources and articles, professional organizations, language / educational conferences and other similar sites. (If you would like to see the list of online resources that we post, you'll find them here: <https://fluencymatters.com/helpful-links/> and under the Conference menu item at the top of the homepage.) These other sites are not under our control and may not follow our privacy policies. Because placing cookies on users' computers it is standard practice on the Web, if you click on one of those links and visit another web site, that site may place their own cookies on your computer. We cannot control cookies placed on your computer once you click on available links and travel to other web sites.

## Security of Private Information

We have put in place reasonable measures and appropriate procedures for implementing these policies and for safeguarding the personal data we collect. Because we take your security very seriously, **FluencyMatters.com** employs a host server, which implements continuous audits of our server, providing real-time security threat detection, Encrypted SSL Certificate, proprietary caching technology, and a global CDN. Our state-of-the-art server also uses a proprietary firewall to automatically direct and/or block good, bad and malicious traffic; The host server maintains a fully dedicated environment and also implements automatic user enumeration. All backups are stored on a different server in a secure environment. Our host server performs regular penetration testing and the data center environment undergoes a SSAE-18 examination at least annually. Furthermore, intrusion detection systems are used to monitor and/or protect our network, and all data on our servers is encrypted at rest and in transit, by default.

We would like to be able to tell you that the information you provide us is 100% safe. Unfortunately, several well-publicized instances of computer security breaches make it impossible for anyone to be so confident. The most we can tell you is that we take reasonable steps to protect the information you provide us from theft, alteration or unauthorized inspection. In addition, in rare instances, we will disclose private information to necessary parties to enforce compliance with our Terms of Use and/or to protect our site, users on our site, and visitors to our site.

**Disclosure to third parties.** We will absolutely not disclose your personal data to third parties except as follows: when we believe disclosure is reasonably required to comply with any law or legal request; to enforce our legal and contractual rights, or to protect the rights and safety of others; to third parties who provide assistance on any part of the Site or the Services, to the limited extent required for such help, and on condition that they may not further disclose your data or use it for any other purpose. Our host server is bound by the terms of their service agreement with Fluency Matters and agree not to use or disclose personal data except as authorized or directed by Fluency Matters in the course of their provision of the Services and as governed by our legally binding agreement.

## Minors

At [FluencyMatters.com](https://www.fluencymatters.com) we go to great lengths to protect the privacy and safety of children, and are committed to abiding by all federal and state laws and guidelines regarding youth privacy. The following outlines our general children's privacy guidelines:

The Children's Online Privacy Protection Act of 1998 (COPPA), the [Family Educational Rights and Privacy Act \(FERPA\)](#), and other laws have been established to protect the privacy of minors, and Fluency Matters continuously reviews procedures to comply with these laws and most importantly, protect children.

In terms of collecting data for children, [FluencyMatters.com](https://www.fluencymatters.com) collects only the data that is provided by a teacher/group leader of an E-Learning module. [FluencyMatters.com](https://www.fluencymatters.com) **takes extensive measures to minimize the amount of personal data that is required** to be registered for an E-learning module; Teachers, Schools, and Districts who enroll students in an E-learning module have the **option** to provide the type of identifying information they choose, such as first and/or last name, initials or combinations of letters, ID numbers, any combination of characters or character sets, and/or email addresses. More importantly, [FluencyMatters.com](https://www.fluencymatters.com) strongly recommends that Teachers, Schools, and Districts limit the amount and type of personal data they provide. Furthermore, by using Fluency Matters E-Learning Modules, you accept full responsibility for the information you provide and understand your moral and legal obligations with minimizing the amount of personal identifiable data that you provide, as well as your legal obligation to protect such data. Fluency Matters collects only the information that the Teacher or District provides in order for students to be enrolled in an E-learning module and for the system to store course-relevant information such as quiz grades and progress reports. Students' E-Learning data, such as grades and progress reports, is accessible to the teacher and the student in their password-protected profiles and will only be accessed by the Fluency Matters E-Learning Team when requested by the Teacher, Student, School, and/or District and for the purpose of technology troubleshooting and/or grade verification.

In an effort to keep children's data secure, our site uses "Strong Password" technology that forces all site administrators and teachers who manage/lead E-Learning modules to maintain strong passwords. "Strong Passwords" have certain requirements that make them more difficult to ascertain should hackers try to penetrate their account on [FluencyMatters.com](https://www.fluencymatters.com)

Fluency Matters never sells, makes available or shares student information with third parties, except for the aforementioned reasons stated under "**Disclosure to third parties**" and for the purposes of troubleshooting, enhancing the user experience, and/or ensuring site security. As with any web-based program, there may be situations in which we must share information with our web developers and/or our server engineers for the purposes of troubleshooting technology issues and/or enhancing technology. Access to student information is restricted to the Fluency Matters E-Learning team and is only ever shared for the reasons stated.

The Fluency Matters E-Learning Team participates in regular training to ensure student safety and data protection. On occasion, E-Learning students will contact Fluency Matters for technical / E-learning support

and/or other reasons via email and or a web-form, and the Fluency Matters E-Learning Team takes reasonable measures to protect student information and provide technical assistance. Anyone with access to student data is subject to strict confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.

### **Actual or Suspected Security Event**

Purpose: The purpose of this **policy** is to provide a process to report suspected thefts involving **data, data breaches** or exposures (including unauthorized access, use, or disclosure) to appropriate individuals; and to outline the response to a confirmed Security Event, such as theft, **data breach** or exposure based on the type of **data** involved.

If we detect spam, malware, illegal content and other forms of abuse on our system, we may disable your account and/or take the site offline to take other appropriate action.

In the event of a discovered or suspected Security Event, Fluency Matters shall provide notice without undue delay to account holders using the e-mail address that was used to establish the user account on FluencyMatters.com. If the account holder is also a Group Leader or Manager for Student Accounts, the Group Leader will be required to share the notice with his/her immediate supervisor and other relevant school and/or district officials as stipulated by your organization. In the event that Fluency Matters has signed a state or district privacy agreement, the parties listed on said agreement will also be notified of the suspected or actual breach using the means of communication stipulated on the agreement.

Our notice shall include the following information to the extent it is reasonably available at the time of the notice, and Fluency Matters shall update its notice as additional information becomes reasonably available from our web developers and our host server engineers: (i) the dates and times of the Security Event; (ii) the facts that underly the discovery of the Security Event, or the decision to begin an investigation into a suspected Security Event, as applicable; (iii) a description of the Personal Data involved in the Security Event, either specifically, or by reference to the data set(s), and (iv) the measures planned or underway to remedy or mitigate the vulnerability giving rise to the Security Event.

We will take those measures available to address a vulnerability, which could or has given rise to a Security Event, both to mitigate the harm resulting from the Security Event and to prevent similar occurrences in the future.

### **Should a Security Event arise, Fluency Matters will adhere to the following protocol:**

1. Fluency Matters will immediately notify web developers and/or server engineers.
2. Developers and/or engineers will immediately determine if the event warrants the site being taken offline as they investigate the event.

3. If web developers/server engineers verify a Security Event has occurred, Fluency Matters will notify all account holders and all representatives listed in any service provider agreements of the Security Event.
4. Fluency Matters will work with web developers and server engineers to determine the severity of the breach. Once information is gathered and the extent of the Security Event has been ascertained, Fluency Matters will provide an update to account holders.
5. The site and servers will be restored as soon as is deemed reasonable and safe by our server engineers.

Fluency Matters shall retain all information that could constitute evidence in a legal action arising from the Security Event and shall provide the information to you upon your request.

By signing this agreement, you acknowledge that you have read and agree to the terms of Fluency Matters Privacy Statement and accept responsibility for abiding by the terms and protecting student data.

Fluency Matters:

District or School: Davis Joint Unified School District



By

By: \_\_\_\_\_  
Signature of Authorized Officer

Name: Carol J. Gaab

Name: Amari Watkins

Title: President

Title: Associate Superintendent  
of Business Services

Date: 9/24/2020

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