AEA Scout Terms of Use

Thank you for visiting AEA Scout provided by the Iowa Association of Area Education Agencies (IAAEA) and reviewing our Terms of Use (“Terms”).

Overview

The IAAEA is a group of the individual Area Education Agencies (AEAs) in Iowa. The IAAEA provides AEA Scout to provide access to content in support of preK-12 students and educator teaching and learning. Full access to the content is allowed only to approved, accredited preK-12 students and educators in Iowa. Your access to and use of the content is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all users, and others who access or use AEA Scout. By accessing or using AEA Scout, you agree to be bound by these Terms. If you disagree with any part of the terms, then do not access AEA Scout.

Content

The IAAEA is the owner of AEA Scout including all the software needed to operate AEA Scout, including any application software on the user’s devices. AEA Scout provides access to ebooks, text, images, audio, video, databases, etc. (“Content”). The Content that the IAAEA and the AEAs make available on AEA Scout may be owned or licensed by the IAAEA, by the individual AEAs, or may be owned by others and used with their permission (such as user-generated content), or used in accordance with applicable law. Some Content is in the public domain. Most Content is protected, such as by copyright, trademark rights, and/or contractual restrictions.

The Content is provided “as is” without a warranty of any kind, either expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular use, and/or non-infringement. The IAAEA and the individual AEAs shall not be responsible or liable for any damage that may occur due to accessing or using the Content.

Code of Conduct

We expect users to show good judgment during use of AEA Scout. Among other things, we expect users to:

- Be respectful of your fellow students, teachers, and administrators.
- Follow your school’s responsible use policy or digital citizenship policy.
- Follow your school’s student code of ethics regarding posting appropriate information, and using appropriate language.
- Avoid using AEA Scout in a way that distracts you or prevents you from obeying traffic or safety laws.
Know, understand, and follow any restrictions to access or use of any Content including violation of the intellectual property rights of others (as discussed below).

Do not defame, abuse, harass, threaten, bully, or otherwise violate the rights of third parties. Do not help others break these rules.

Links to Other Web Sites

AEA Scout may contain links to third-party websites or services that are not owned or controlled by the IAAEA or the individual AEAs. The IAAEA or the individual AEAs have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party websites or services. Users further acknowledge and agree that the IAAEA or the individual AEAs shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

Intellectual Property Rights

It is the user’s responsibility to determine which permission(s) are needed in order to use the Content outside of AEA Scout and, if necessary, to obtain such permission. As the majority of the Content is provided by third-party vendors, users must comply with the supplying vendors terms and conditions. Those terms and conditions should be prominently displayed as part of the Content. If not, it is still the user’s responsibility to investigate such terms and conditions.

Users, of course, can make fair use of the Content as defined by law. Information on United States copyright fair use law is available from the United States Copyright Office: http://www.copyright.gov/fls/fl102.html. Please note that users are solely responsible for determining whether the use is fair and for responding to any claims that may arise from its use. The following link is to a primer on copyright law and fair use in the context of schools and students: http://www.iowaaea.org/how-we-can-help/iowa-aea-online/.

Privacy, Personal Information, and Information Sharing

Student privacy is important to us. The information being shared by the district is being used for the sole purpose to create student accounts in AEA Scout and to connect those accounts to their homeroom teachers. The goal is to have an automated process to update information so students and teachers do not have to manually edit accounts themselves. No personally identifiable information is tracked or saved when accessing AEA Scout through a district single sign-on. Any student-identifiable information remains with the school and district.

Most Iowa school districts have policies in place regarding data privacy, confidentiality, and security practices. Access to AEA Scout with a single sign-on is provided by the district in accordance with their district policies and guidelines.

When users (including those under the age of 13) visit AEA Scout, information is gathered and stored so that the IAAEA and the individual AEAs can track the use of AEA Scout in order to make improvements. This information is stored and used in the aggregate only in compliance with the
Children’s Online Privacy and Protection Act (COPPA), and is not used to contact or identify users personally. The IAAEA or the individual AEAs cannot make that claim on behalf of third party sites found through AEA Scout. You therefore agree to inform and educate students under the age of 13 that they should not provide any personally identifying information on any third party sites without the involvement and verifiable consent of their parents.

Information collected to track the use of AEA Scout in order to make improvements includes:

- The IP address from which the user accesses AEA Scout;
- The domain name used to access the Internet (for example, gmail.com, if the user is connecting from a Google account);
- The type of browser and operating system used to access AEA Scout;
- The date and time AEA Scout was accessed;
- The pages, files, documents that were visited;
- The links that the user clicked on;
- The domain of the website which referred the user to AEA Scout (that is, the last website visited before visiting AEA Scout).

In addition, most AEAs, and Iowa school districts use software and services (such as PowerSchool, Infinite Campus, JMC, etc.) that can share information through the Learning Tools Interoperability standard. This standard allows different software and services to exchange data with each other. In this manner, students can have a seamless learning experience when using software and services offered by different owners. Thus, it is likely that information will be exchanged with AEA Scout by software and services offered by the IAAEA, individual AEAs, and school districts. Such exchange of information will be handled in accordance with the policies set forth above.

**Security**

The IAAEA will take commercially reasonable steps to design and manage AEA Scout to ensure that its information technology systems, applications, and information technology infrastructure are secure. As appropriate and feasible, IAAEA will monitor network traffic to identify unauthorized attempts to access, upload, or change information or otherwise cause damage. Unauthorized access and/or unauthorized attempts to change information on AEA Scout are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and the National Information Infrastructure Protection Act. In addition to limiting access to personal information to those who have a business “need to know”, the IAAEA requires its service providers who help maintain or operate its Websites to contractually agree to protect the confidentiality, integrity, availability and security of the personal information.

Those same district policies and agreements should be used when using the content, interface and features of AEA Scout.
Service Availability

AEA Scout may be unavailable from time to time, may vary depending on your location and device, or may suffer occasional disruptions or outages. The IAAEA or the individual AEAs are not liable for any disruptions or losses that may result.

Changes / Reservation of Rights

The IAAEA reserves the right to change these Terms of Use from time to time without notice; changes shall be effective upon posting. Please check back regularly for updates. Failure of the IAAEA to enforce any of these terms shall not constitute a waiver of such terms.

Warranty and Indemnity

By using AEA Scout, you represent and warrant that your use will be consistent with these Terms of Use, including fair use. You agree to indemnify, defend and hold the IAAEA or the individual AEAs harmless from all claims, causes of action, allegations, costs, expenses, fees (including reasonable attorneys' fees), judgments, liabilities, losses, and damages arising from or relating to your use.

Apps End-User License Agreement

Use of third party apps (such as Apple or Google apps) to access AEA Scout is optional. If you do use such apps, be aware that you will be required to agree to separate End-User License Agreements.