

Terms of Use and Privacy Policy

FLARE Web Site and FLARE Discussion Forum: The “Spectrum”

By using the FLARE Spectrum (the “Spectrum”), a service of the Wisconsin Center for Education Research (“WCER”) and the University of Wisconsin-Madison (the “University”), you are agreeing to be bound by the following terms and conditions.

The Spectrum is owned and provided by the Formative Language Assessment Records for ELLs (FLARE) project within WCER and supported by the Carnegie Corporation of New York. FLARE is designed to facilitate the collaboration of participating school districts, FLARE Friends, the project Development Team, graduate students, post-docs, faculty and staff (the “University related activities”).

General

1. Access to the Spectrum is a privilege granted by FLARE and the University to members of the FLARE community. Please exercise common sense and civility when using your Spectrum account.
2. By providing you a password, user name and Spectrum account, FLARE has authorized your access to and use of the Spectrum. Your password and user name are yours and yours alone. Take reasonable care to ensure that others cannot access your account. Do not use or access the Spectrum with any password, user name or Spectrum account that FLARE has not authorized you to use.
3. The Spectrum is made available for the University related activities only. Use of the Spectrum or communications available through the Spectrum for any commercial, non-University or political purposes is strictly prohibited. Prohibited activities include, but are not limited to, solicitations for commercial services or religious purposes, cold-calling of any kind, mass-mailings for commercial purposes (such as spam), collecting users’ information using automated means (such as harvesting bots, robots, spiders, or scrapers) or to support the nomination of any person for political office or to influence a vote in any election or referendum.
4. Users shall not restrict or interfere with any other person’s authorized use of the Spectrum. Users shall not alter or intentionally damage data or other content belonging to someone else. The posting of material or use of language, which in FLARE’s sole discretion is viewed as obscene, vulgar, abusive, defamatory, profane, threatening, harassing, hateful or otherwise offensive will constitute a violation of this user agreement. Additionally, users shall not upload, transmit, distribute or otherwise publish any materials containing a virus or any other harmful component.
5. Unauthorized copying, modification and distribution of copyrighted materials or other activities that violate copyright law are strictly prohibited.
6. All aliases adopted by Spectrum users are subject to approval by FLARE staff to ensure that the proper image is associated with the organization. Users shall not post materials or send messages using a forged or anonymous identity.
7. You may not use the Spectrum to violate state or federal laws.

8. FLARE may monitor, preserve and disclose content/information posted on the Spectrum for the following purposes: (a) to comply with legal obligations; (b) to enforce the terms of this agreement; (c) to respond to claims that a user has violated the rights of third-parties, or (d) to protect the interests, property, and safety of FLARE, University employees, the Spectrum users, and others.
9. Violation of this user agreement may result in loss of access privileges, University disciplinary action and other legal action as necessary. You may terminate the use of the Spectrum services at any time by providing notification to info@flareassessment.org. FLARE may modify or terminate any or all Spectrum services or user accounts for any reason and without giving notice.

Privacy and Security

When you visit the Spectrum you provide us with two types of information: personal information you knowingly choose to disclose that is collected by us and Web Site use information collected by us as you interact with our Web Site. When you participate in the FLARE project through your school district or you request membership to the FLARE Community, you provide us with certain personal information, such as your name, your email address, your telephone number, your work address, and any other personal or preference information.

FLARE will not sell or provide any personally identifiable member information to outside parties, except under special circumstances such as those set forth in this agreement, e.g., FLARE's good faith belief that the law requires disclosure, and for the use of mailing program or service information sponsored by FLARE. All participant information is strictly guarded for use by individuals and FLARE for community purposes only.

When you enter the Spectrum, we collect your browser type and IP address. This information is gathered for all Spectrum visitors and may be used to improve Spectrum services as well as to conduct research into the development of the Spectrum's social network. Using the Spectrum constitutes consent that your usage information, but not your personal information, may be used for such research and development purposes.

FLARE has taken all reasonable precautions to secure the personal information available through the Spectrum. The Spectrum is password protected to allow access by authorized members and FLARE staff only. Although this precaution should effectively protect any personal information available through the Spectrum from abuse or outside interference, a certain degree of privacy risk is faced any time information is shared over the Internet and if you disclose personal information when posting comments, messages, photos, videos, or other items, keep in mind that this information may become publicly available.

Intellectual Property

The Spectrum does not claim any intellectual property rights to the content that you post to the Spectrum. By posting content to the Spectrum you represent that the content is yours or that you have the right to post it. By posting content to the Spectrum you are giving us permission to share it with other Spectrum users. You can control how we share your content through your

Spectrum user profile settings and your actions. You can remove your content and profile by deleting your content or your account (except to the extent your content has been shared with others, and they have not deleted it).

When you delete content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).

We always appreciate your feedback, ideas or other suggestions about the Spectrum. The Spectrum may use or modify and use any submissions that it receives from you for the purpose of enhancing the Spectrum. You understand that we may use them without any obligation to compensate you for their use (just as you have no obligation to offer them to the Spectrum or use the Spectrum services).