



Terms of Use

DRAccessReports.org

Introduction

Welcome to DR Access Reports. DR Access Reports is a resource special education teachers and service providers and special education program administrators can use to support the use and administration of the Desired Results Developmental Profile (DRDP) (2015) assessment and for Special Education Local Plan Areas (SELPA) in California to:

- create reports from DRDP (2015) assessment results
- manage DRDP (2015) Rating Records
- monitor DRDP (2015) completion (for administrators)
- prepare and export data for upload to the California Special Education Management Information System (CASEMIS) (in support of CDE compliance with requirements of the Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004) and the U. S. Department of Education's Office of Special Education Programs (OSEP))¹.

DR Access Reports has been developed by the Desired Results Access Project of the Napa County Office of Education and is funded through a contract with the California Department of Education (CDE), Special Education Division (SED). Additional information about the Desired Results Access Project is available at www.draccess.org.

PLEASE READ CAREFULLY – The DR Access Reports Terms of Use ("AGREEMENT") is a legal agreement between you (referred to herein as "Account Holder," "you," or "your") and the Desired Results Access Project of the Napa County Office of Education (referred to herein as: "DR Access Reports," "The Desired Results Access Project Reports Online System," "Desired Results Access Data Reporting System," "Desired Results Access Project Reports," "Desired Results Access Project," "DRAccessReports.org," "the Service," "us," or "our"). This agreement applies to all products, resources, and services offered by DR Access Reports.

Account Holders are representatives of Local Educational Agencies (LEAs) and refer broadly to individual teachers and service providers as well as to program administrators and SELPA account holders. The Account Holder is the individual identified by the account and that serves as the primary contact person with respect to the Service.

By registering for an account, or otherwise accessing DR Access Reports, you acknowledge that you have read and agree to be bound by this terms of use agreement. When using DR Access Reports, you are subject to the terms and conditions of this agreement, posted guidelines, and policies or rules applicable to specific features of the Service which may be posted from time to time. If you do not agree to abide by the DR Access Reports Terms of Use, you do not have permission to use the product. If you are under the age of 18, you do not have permission to use or otherwise access DR Access Reports.

1. Qualifications:

- 1.1. DR Access Reports Account Holders may use DR Access Reports only as intended by the Desired Results Access Project and CDE, SED in order to support the Account Holder's use and administration of the DRDP assessment instrument and to access DRDP reports for children with Individualized Family Service Plans (IFSPs) and Individualized Education Programs (IEPs) receiving special education and related services from Local Educational Agencies (LEAs).
- 1.2. The use of and access to DR Access Reports, including data storage, is reserved for those providing special education services and supports, including special education teachers and other service providers, special education program administrators, district administrators, and SELPA Directors serving programs in LEAs in California. Except as specified under a separate written agreement with the Desired Results Access Project, the Desired Results Access Project reserves the right to suspend or stop the use of DR Access Reports by parties that do not meet or continue to meet these qualifications.

2. Terms:

- 2.1. Subject to the terms of this agreement, DR Access Reports grants to the Account Holder a non-exclusive, revocable, non-transferable permission to use DR Access Reports residing on a server or servers managed by the Desired

Results Access Project. Account Holders may, at any time, discontinue use of DR Access Reports; however, they shall continue to be bound by the obligations set forth in this agreement.

2.2. **Access to and use of DR Access Reports itself is free for qualified Account Holders in California** (as specified above). Special fees and conditions may apply for other users, such as out-of-state users, and will be defined under a separate written agreement with the Desired Results Access Project. In the future, DR Access Reports may offer new or additional special features for which fees may be required.

2.3. Account Holders acknowledge and agree that your use of DR Access Reports, including, without limitation, the storage of any data, files, information and/or other materials on a server owned or under our control or in any way connected to the Service, shall be at your sole risk and responsibility and we shall have no obligation to back up such data, files, information and/or other materials. We expressly reserve the right to limit storage capacity and to remove and/or delete any data, files, and/or other information stored or used in connection with the Service for any reason including, without limitation, if we deem, at our sole discretion, such data to be in violation of this agreement and/or any rule or policy of ours and/or any local, state, or federal law or regulation. For additional information regarding the retention and deletion of personal information please refer to [DR Access Reports Privacy Policy](#).

3. Intellectual Property Rights and Ownership of Educational Data:

3.1. Account Holder acknowledges that the Desired Results Access Project and its affiliates, including CDE, own all property rights to the "software" for DR Access Reports, including any patent, copyright, trade secret, computer code or algorithms, trademark and other proprietary rights. No title to or ownership of DR Access Reports software or affiliated services and resources are transferred to the Account Holder.

3.2. The Account Holder agrees that only the Desired Results Access Project shall have the right to alter, maintain, enhance or otherwise modify DR Access Reports. Account Holders shall not attempt to disassemble, decompile or reverse engineer DR Access Reports software, or allow or assist any third party to attempt to do the same.

3.3. **Ownership and control of all education records submitted by the Account Holder, including student and teacher identifiable DRDP assessment information submitted to or stored on DR Access Reports, are maintained by the Local Educational Agency (LEA) and the Account Holder as a representative of the LEA.** Ownership of student educational records is not transferred to the Desired Results Access Project. All information submitted or stored on DR Access Reports is the sole responsibility of the Account Holder. Account Holders may remove or delete any of the information submitted or stored on DR Access Reports at any time. Account Holders may, at their own discretion, transfer content to a personal or alternative account. This process may be used to enable Account Holders to provide parents or legal guardians opportunity to review and correct personally identifiable information contained in their records.

4. Data Privacy and Security:

4.1. The Desired Results Access Project acknowledges that certain student data and personal information are restricted from disclosure by state and federal laws, including but not limited to The Family Educational Rights and Privacy Act (FERPA) (20 U. S. C. § 1232g; 34 CFR Part 99) and California's Education Code Sections 49060 et. seq. DR Access Reports agrees to maintain the confidentiality of all student data and information entered into DR Access Reports, and shall not disclose personally identifiable information submitted to or stored in DR Access Reports to a third party outside of those specified in this agreement, except as expressly required by applicable law.

4.2. In accordance with Federal Children's Online Privacy Protection Act of 1998 (COPPA), DR Access Reports will never knowingly solicit, nor will we accept, personally identifiable information from users known to be under thirteen (13) years of age. As noted, DR Access Reports is a resource that special education teachers and services providers and special education program administrators can use to support the use and administration of the DRDP (2015) assessment. In doing so, those using the Service may provide DR Access Reports with personally identifiable information about its students under thirteen (13) years of age. DR Access Reports uses that information to provide services to the those using the Service, consistent with our Privacy Policy.

4.3. DR Access Reports utilizes data security procedures to ensure student data is secure and confidential. DR Access Reports is operated and hosted by the Desired Results Access Project at the Napa County Office of Education under a contract with CDE, SED. The CDE, SED approves the contract for DR Access Reports and monitors the compliance of the Service in relation to applicable education code and state and federal data security statutory requirements. Additional information regarding data security and storage for DR Access Reports can be made available upon request.

4.4. The Desired Results Access Project maintains a clear data breach response plan for addressing the unauthorized use

or disclosure of child records and agrees to comply with all laws and regulations requiring notification of individuals in the event of any unauthorized use, access and/or release of data including that outlined in California Civil Code Section 1798.82. In the event of a security breach involving personal information, The Desired Results Access Project will take prompt steps to mitigate the breach, evaluate and respond to the intrusion and cooperate to assist Account Holders in efforts with respect to responding to the breach.

4.5. The Desired Results Access Project agrees to disclose a breach of the security of DR Access Reports in the event unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person or source. The disclosure will be made in the most expedient time possible, consistent with the needs of law enforcement, or measures necessary to determine the scope of the breach and restore the integrity of the data system, where possible within one (1) business day. Notification will be made to designated personnel at the Napa County Office of Education, including the Chief Business Officer. The DR Access Project will comply with all laws and regulations requiring further security breach notifications, including notification of individual Account Holders and coordination with Account Holders and LEAs regarding notification of parents or legal guardians.

4.6. Read and review the complete [DR Access Reports Privacy Policy](#).

5. Third Party Use:

5.1. Under no circumstances shall Account Holders permit any third parties, including third-party vendors, to access or use DR Access Reports. The Account Holder shall not take any action to assist, facilitate or otherwise encourage access to DR Access Reports by any third party.

5.2. The Desired Results Access Project will not use or disclose Account Holder data for third party advertising or any kind of first- or third-party behaviorally-targeted advertising to students or parents. Additionally, information collected directly from Account Holders using DR Access Reports is never sold or rented to third party vendors. Student records will not be made available to any third party vendors once the contract is over or for purposes outside of those named in this agreement.

5.3. Desired Results Access Project will not share education records, including student demographic or DRDP assessment data, with third parties except (i) as specifically directed by an Account Holders (i.e., teacher transferring DRDP assessment data to another teacher or a teacher transferring DRDP assessment information to the teacher's local educational entity (LEA) data management information system); or (ii) to our service providers that are necessary for us to provide the Service. [A list of our current essential service providers is maintained by the Desired Results Access Project and can be accessed online here](#). Account holders are encouraged to revisit this listing for updates or changes to essential service providers

6. Use of Data for Research Purposes:

6.1. The Account Holder agrees that the Desired Results Access Project may periodically use records entered in DR Access Reports for product development or research purposes. These activities will be reserved to those approved by or under the direction of the CDE, SED, and are to support the maintenance of DRDP assessment instrument and understanding of DRDP data, such as to identify trends in the key domains of child development. Data used for product development or to communicate study results will be de-identified and reported in aggregate form. De-identified data will have personal identifiers that would allow for the identification of a unique child or teacher removed. This includes, but is not limited to, child's name, teacher's name, and individual school identity. Data containing identifiable information will be destroyed when it is no longer needed for the purposes for which it was intended. De-identified data may be retained for purposes of on-going research and product development.

7. User Support:

7.1. The Desired Results Access Project will, at its sole discretion, provide support services in connection with DR Access Reports to the Account Holder. Services may be provided by telephone help line, email, web or teleconference, updates, or otherwise.

8. Disclaimer of Warranties:

8.1. DR Access Reports is provided "AS IS" and WITH ALL FAULTS. There are no warranties of any kind, express or implied, given or made with respect to DR Access Reports. All representations and warranties are disclaimed, whether express or implied as to the title, fitness for a particular purpose, merchantability, accuracy or standard of quality of DR Access Reports, including any content contained therein, that DR Access Reports will run uninterrupted or be error free with respect to the results to be obtained from use of any part of the Service.

9. Indemnity and Limitation of Liability:

- 9.1. **Indemnity and Limitation of Liability.** Account holder hereby indemnifies, defends, releases, discharges and holds harmless Desired Results Access Project from and against any claim, loss, damage or liability arising in connection with DR Access Reports or this user agreement, including, without limitation:
- the availability, accuracy, damage or loss of data, software, hardware or other real, personal or intellectual property arising from or in connection with DR Access Reports;
 - any services or any defect, failure, delay in DR Access Reports or any Services;
 - any claim based on contract, tort, or otherwise or any loss of revenue (whether direct or indirect), loss of profits or any consequential loss whether of an economic nature or not;
 - any identity theft, fraud or other activity related to the login ID and/or password; and
 - any disruption or suspension of Account Holder's business, provided, however, that the foregoing indemnity, defense, release discharge and hold harmless shall not apply to the extent of willful misconduct on the part of the Desired Results Access Project.
- 9.2. **Miscellaneous.** The Desired Results Access Project reserves the right to assign the rights and obligations under these Terms of Use for any reason and in Desired Results Access Project's sole discretion, subject to FERPA, California's Education Code, and the promulgated regulations which support these laws. If The Desired Results Access Project modifies these Terms of Use, then such modification shall take effect proactively, upon your subsequent access to the Service; you may print out a copy of these Terms of Use for your records. If any one or more provisions of these Terms of Use is found to be illegal or unenforceable, the remaining provisions shall be enforced to the maximum extent possible. These Terms of Use may not be waived, amended or modified in any way without the prior written permission of the Desired Results Access Project.
- 9.3. **Limitation of Rights:** The Desired Results Access Project reserves any and all rights not expressly and explicitly granted under these Account Holders terms and conditions.

10. Contact Us: You may contact us with questions or concerns with respect to these Terms of Use at the following:

Email address: Info@draccess.org

Phone: (800) 673-9880

Mail Address: 5789 State Farm Drive, Rohnert Park, CA 94928

11. Effective Date: The effective date of this User Agreement is July 01, 2016.

12. Definitions: For ease of use, the following is a list of defined terms (additional capitalized terms are defined in our Terms of Use):

- Account Holder.** The term "Account Holder" means the individual identified by the account and that serves as the primary contact person with respect to the Service. Account Holders are representatives of Local Educational Agencies (LEAs) and may refer broadly to individual teachers and service providers as well as to program administrators and SELPA account holders.
- Child.** The term "Child" means an individual receiving educational instruction or who is otherwise being assessed through the Service.
- De-Identified Information.** The term "De-Identified Information" means information that meets each of the following criteria: the information: (i) does not identify a particular natural person; (ii) does not identify, by network Internet Protocol address, raw hardware serial number or raw MAC address, a particular device or computer associated with or used by a particular person; (iii) does not identify the school or natural person at issue by name or address; and (iv) is not reasonably linkable to a particular natural person or school because of technical, legal or other controls.
- FERPA.** The term "FERPA" means the Family Educational Rights and Privacy Act, 20 USC §1232g, and the Protection of Pupil Rights Amendment, including associated regulations.
- Key Documents.** The term "Key Documents" means, collectively: (i) this Terms of Use; and (ii) the Privacy Policy.
- Parent.** The term "Parent" means a parent or legal guardian of a child, or an individual acting as a parent in the absence of a parent or guardian.

- g. **Report.** The term “**Report**” means those specific reports available in DR Access Reports and other material and output generated by the Service based on Submitted Data including, but not limited to, child reports.
 - h. **Privacy Policy.** The term “**Privacy Policy**” means the privacy policy relating to the Service and Reports ([The DR Access Reports Privacy Policy can be accessed online here](#)).
 - i. **Usage Information.** The term “**Usage Information**” means information that does not directly identify a particular person, but that may be linkable to a particular computer or device (via a unique device ID or otherwise).
 - j. **You and Your.** The term “**you**” and “**your**” means any User or Account Holder.
13. **Modifications:** DR Access Reports may alter or revise the terms of this agreement at any time. Modifications to these terms of this agreement may be provided to the Account Holder at the point of Account Holder log-in to the Service or by email to the Account Holder. If Account Holder does not accept the changes, Account Holder’s sole remedy shall be to discontinue Account Holder’s use of DR Access Reports.
14. **Governing Law/Venue/Jurisdiction:** The agreement shall be governed exclusively by laws of California without regard to its conflict of law provisions. In the event of dispute, the Account Holder shall submit to the exclusive jurisdiction and venue of the courts of California.
15. **Termination:** Without prejudice to any other rights, The Desired Results Access Project may revoke and terminate this agreement for its convenience upon notice to Account Holder. In such event, The Desired Results Access Project may deny access to, and Account Holder must discontinue use of, DR Access Reports and Services.
16. **Severability:** Except as otherwise set forth in this agreement, the provisions of this agreement are severable, and if one or more of such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected thereby and shall nevertheless be binding between the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objective of such provision or portion thereof within the limits of applicable law.
17. **Complete Agreement:** The parties agree that this agreement is the complete and exclusive statement of the understanding between the parties with respect to the subject matter hereof which supersedes and merges all other prior proposals, understandings and agreements, oral or written, between the parties relating to the subject matter.
18. **Waiver:** Any waiver, either expressed or implied, by either party or any default by the other in the observance and performance of any of the conditions and/or covenants of duties set forth herein shall not constitute or be construed as a waiver of any subsequent or other default.
19. **Read and Understood:** Account Holder hereby acknowledges that it has read and understands this agreement and the Privacy Policy and agrees to be bound by the terms of each.
20. **Headings:** The headings to the clauses and sub-clauses of this agreement are included merely for convenience and shall not affect the meaning of the language included therein.

¹ The Desired Results System is an accountability initiative of the California Department of Education (CDE) developed to determine the effectiveness of its child development and early childhood special education services and programs. By using the Desired Results Developmental Profile (DRDP (2015)) assessment, the CDE assures that children enrolled in its infant and preschool programs benefit from those programs. CDE’s Early Education and Support Division (EESD) implements statewide assessment of children in its programs using the DRDP (2015). CDE’s Special Education Division implements the DRDP (2015) in SELPAs to comply with requirements of IDEA 2004 and OSEP.

The following children must be assessed with the DRDP (2015):

- all infants and toddlers with Individualized Family Service Plans (IFSPs) who are reported in the CDE California Special Education Management Information System (CASEMIS) system; and
- all preschool-age children (3 – 5-year-olds not enrolled in transitional kindergarten or kindergarten) who have Individualized Education Programs (IEPs).

It is the responsibility of the SELPA director to assure that all children birth to five who receive special education services from Local Education Agencies (LEAs) participate in the Desired Results Assessment System.