

**CONTRACT NAME: AGREEMENT BETWEEN SEESAW LEARNING, INC. AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This is an agreement between Seesaw Learning, Inc. and DJUSD. Seesaw is an application which will be used on Chromebooks that allows students to make a digital portfolio to document what they are learning using photos, videos, drawings and documents.

This is a free service with no cost to the District.



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[RESOURCES \(HTTP://HELP.SEEAW.ME/HC/EN-US\)](http://help.seesaw.me/hc/en-us)

[SIGN IN \(HTTPS://APP.SEEAW.ME/#/LOGIN\)](https://app.seesaw.me/#/login)

## SEESAW PRIVACY PRINCIPLES

An essential part of our mission is providing a service that keeps students safe, and puts teachers and parents in control of how student information is shared. We've adopted the following Privacy Principles to summarize our privacy commitments to you.

- We don't own the content you provide – students and their schools do.
- Student work is private to the classroom by default. Teachers control what is shared and with whom.
- We will never advertise to students, create student profiles or sell any user data.
- We use security industry best practices and routinely monitor our systems to protect you.
- We are transparent about our practices and will notify you if things change.
- We are COPPA and FERPA compliant.

We don't own the content you provide – students and their schools do.

Anything you add to Seesaw is yours. If you'd ever like to save it elsewhere or use a different product, you can download what you've added to Seesaw to your computer or mobile device.

Student work is private to the classroom by default.

Unless you choose to share, no student work is visible outside of the classroom. Teachers can choose to invite family members to see the work their child has added to

Seesaw or post some items more publicly (such as to a Seesaw blog).

We will never advertise to students, create profiles, or sell any user data.

Our business model is straightforward: we charge for optional, additional features on top of our free product. We will never sell or rent profiles of Seesaw users for any reason, and will never advertise to students.

We use security industry best practices and routinely monitor our systems to protect your information.

This means doing things like providing secure communication with our servers at all times and running routine security checks to make sure your information is secure. Read more (<http://help.seesaw.me/hc/en-us/articles/203258429>) about how we protect your privacy and security.

We are transparent about our practices, and will notify you if things change.

We write our policies in language that teachers and parents can understand. If anything substantial changes with our privacy practices, we'll let you know. The privacy policy and terms you agreed to will still apply unless you accept the new terms.

We are COPPA and FERPA compliant.

These two laws in the United States govern the collection of information about students at school and people under 13. Seesaw is fully compliant with these important laws so it's safe to use Seesaw in the classroom.

READ OUR FULL PRIVACY POLICY (/PRIVACY-POLICY) AND TERMS OF SERVICE (/TERMS-OF-SERVICE).

ADDITIONAL QUESTIONS? CHECK OUT OUR PRIVACY FAQ (HTTP://HELP.SEEAW.ME/HC/EN-US/SECTIONS/200697039-PRIVACY-SECURITY) OR CONTACT SUPPORT (HTTP://HELP.SEEAW.ME/HC/EN-US/REQUESTS/NEW).

DOWNLOAD A PDF OF OUR PR  
(HTTPS://DRIVE.GOOGLE.COM/FILE/D/0B0RGK  
USP=SHARIN



**STUDENT  
PRIVACY  
PLEDGE  
SIGNATORY**



(<https://studentprivacypledge.org/privacy> (<https://privacy.commonsense.c>  
pledge/)

AMBASSADORS ([HTTP://AMBASSADORS.SEEAW.ME](http://ambassadors.seesaw.me))

PRIVACY CENTER (/PRIVACY/)

ABOUT SEESAW (/ABOUT/)

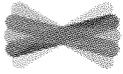
JOBS ([HTTPS://JOBS.LEVER.CO/SEESAW](https://jobs.lever.co/seesaw))

STORE ([HTTP://STORE.SEEAW.ME/](http://store.seesaw.me/))

CONTACT (/CONTACT/)

SEESAW

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[Privacy Principles \(/privacy\)](#) | [Privacy Policy \(/privacy-policy\)](#) | [DCMA \(/dcma\)](#)

## SEESAW TERMS OF SERVICE

*Last Updated: October 18, 2016*

### **Welcome to Seesaw!**

Seesaw’s mission is to create an environment where students can be their best. To accomplish this goal, it is essential that Seesaw is safe place for students to document their learning, and that parents and teachers are in complete control over how that information is shared.

This Terms of Service governs your use of our websites at seesaw.me, and the Seesaw Application (collectively “the Seesaw Service”, “the Service” or “Seesaw”).

By creating an account on Seesaw, you agree to be bound by our Terms of Service (our “Terms”). If you don’t agree, please don’t use Seesaw. These Terms include a Binding Arbitration clause. Please read below to see how you can opt-out if you so choose.

**SEESAW IS COPPA AND FERPA COMPLIANT**

Data collected by Seesaw may include personally identifiable information from education records that are subject to FERPA ("FERPA Records"). To the extent that Student Data includes FERPA Records, Seesaw will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) under the direct control of the school with regard to the use and maintenance of the FERPA Records and will comply with FERPA.

Seesaw only collects personal information through the Services from a child under 13 where their school, district, and/or teacher has agreed (via the terms described in more detail below) to obtain parental consent to use the Services and disclose personal information to us for the use and benefit of the learning environment.

If you are aware Seesaw is collecting information from a student under age 13 without parent consent, please contact us immediately at [help@seesaw.me](mailto:help@seesaw.me) and we will delete the data.

## **CREATING A TEACHER ACCOUNT**

Only teachers or school administrators can create a class on Seesaw. Once the class is created, teachers can authorize student participants, additional faculty and parents and other family members with appropriate permissions to upload, view, comment on, and share work.

Teachers and schools agree to obtain written consent from parents prior to their students creating accounts on Seesaw, or alternatively agree that they are acting as the parent's agent and providing consent to use Seesaw solely in the educational context (as provided here (<https://www.ftc.gov/tips-advice/business-center/guidance/complying-coppa-frequently-asked-questions#Schools>)). You should consult with your school or school district to ensure that you obtain proper consent to use Seesaw in the classroom. If it's helpful, you can use our sample consent form (<https://docs.google.com/document/d/1CL2Ow-yUg2IzPgZVPPE8LRUb145b4yQvnZQXmjWh2Ug/edit?usp=sharing>) - but please note that this is an example only and does not constitute legal advice.

When you create a Seesaw class, you agree that:

- Any students you add to your class are current students in your class.
- Any additional teachers you add to your class are authorized by your school to access student journals.

- You will use Seesaw only for lawful purposes and abide by applicable law and school and school district policies in your use of Seesaw.
- You will treat Seesaw as an extension of the classroom and take reasonable steps to confirm that students are using Seesaw appropriately.
- You will take reasonable measures to protect access to information contained in student journals and class journals.
- You will only invite parents, guardians, and other trusted adults to view student journals.
- You will protect your class QR code so that access to student journals and class journals is limited only to students and parents, guardians, and other trusted adults.

## **CREATING A PARENT OR FAMILY MEMBER ACCOUNT**

Teachers can authorize parents and family members to view information in their child's journal. By creating a parent account and accessing a student journal, you agree that you are the legal guardian of the student or have permission from the legal guardian of the student to create a parent account and access the student journal.

As a parent, you will only be able to access journal entries in which your child has been tagged. Other parents and adults may be able to access your child's work if your child is tagged in a journal entry with their child, such as when your child collaborates with other students on a group project, and visa versa.

## **CREATING A STUDENT ACCOUNT**

Students may use Seesaw only if their parent or legal guardian has given permission to their teacher or school. You agree to use Seesaw only if you have been given a Join Code or have otherwise been invited to use Seesaw by your teacher.

Seesaw is an extension of the classroom. You agree to use Seesaw in a manner that is appropriate to the classroom. You may not violate the policies of your school or school district in your use of Seesaw.

## PRIVACY

Seesaw takes your privacy seriously. To learn more about how Seesaw collects, stores, uses, shares, and protects your personal information, please review our Privacy Policy. (</privacy-policy>)

## YOUR INTELLECTUAL PROPERTY

We don't own the content you provide – students and their schools own all Student Data added to Seesaw.

However, in order to provide our Services, we need certain limited rights to your content. For example, when you upload your content, we need the rights to store it and serve it back to you. Therefore you grant Seesaw the right to use, publish, transmit, display, copy, process, adapt, modify, and distribute your content **only how you specify within the context of the Seesaw service**.

## SEESAW'S INTELLECTUAL PROPERTY

Seesaw is protected by copyright, trademark, and other intellectual property laws. Seesaw Learning, Inc. and its licensors grant you a limited, non-exclusive, non-transferable license to view, copy, and display Seesaw solely in connection with your permitted use of Seesaw. Any rights not expressly granted here are reserved.

Unauthorized use of Seesaw's logos, trademarks, copyrights, domain names, or other distinctive brand features is prohibited.

## COPYRIGHT POLICY

Seesaw complies with the Digital Millennium Copyright Act. To learn more about how Seesaw responds to allegations of copyright infringement, please review our Copyright Policy (</dcma>).

## PROHIBITED ACTIVITIES

All users agree that they will refrain from the following prohibited activities when using Seesaw.

- Don't use Seesaw in a manner that violates any applicable laws, regulations, ordinances, or directives.
- Don't use Seesaw in any manner that would be inappropriate for the classroom or violates applicable school or school district policies.
- Don't use Seesaw to lie or mislead other users.
- Don't use Seesaw to distribute unsolicited or unauthorized unsolicited communications, promotions, advertisements or spam.
- Don't use Seesaw to do anything threatening, abusive, harassing, defamatory, tortious, obscene, profane, or invasive of another person's privacy.
- Don't do anything that interferes with the proper functioning of any software, hardware, or equipment that belongs to Seesaw or anyone else.
- Don't impersonate Seesaw or our users on Seesaw or elsewhere.
- Don't interfere with anyone's use or enjoyment of Seesaw.
- Don't use personal information about other users, including students, without consent or as forbidden by applicable law or regulation.

## **ACCOUNT SUSPENSION AND TERMINATION**

Seesaw reserves the right to suspend or terminate accounts associated with users who engage in any of the prohibited activities described above or in any manner that otherwise violates our Terms or other policies. In addition, Seesaw reserves the right to terminate any account at any time for any reason without notice to you.

## **ACCOUNT TRANSFER**

If you've signed up as a teacher with a school provided email address, and your school later signs up for a Seesaw school account, we may transfer your account to be under the management and control of your school. To protect student data, in certain limited circumstances (such as when a teacher leaves a school) we may transfer a class to a different teacher if we receive a properly authorized request from the relevant school.

## **ABANDONED ACCOUNTS**

Seesaw reserves the right to terminate accounts that have not been accessed by the teacher or school associated with the account for a period of more than one year. Prior to terminating an abandoned account, Seesaw will notify the teacher or school associated with the account by email and provide an opportunity to download an archive copy of the class journal.

## **SECURITY**

We use industry best practices to collect, store, and transmit your data securely. This includes data centers with stringent physical access control measures, use of HTTPS/SSL to securely transmit data, and routine audits of our security protocols. In the event of a security breach, we will notify affected account holders as required by law so that you can take steps to keep your data safe.

## **CHANGES TO OUR TERMS**

Seesaw may modify our Terms from time to time. Seesaw will notify you of any changes to our terms that materially alter your rights or responsibilities by email and by posting a notice to our site. If you as a teacher, parent, or school administrator continue to use Seesaw after you receive such a notice, you agree to be bound by any changes to our Terms.

## **WARRANTIES AND DISCLAIMERS**

YOUR USE OF SEESAW IS AT YOUR SOLE RISK. SEESAW AND ANY THIRD-PARTY SOFTWARE, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONNECTION WITH SEESAW ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SEESAW, AND ITS SUPPLIERS AND PARTNERS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. SEESAW AND ITS SUPPLIERS AND PARTNERS DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE

SEESAW SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SEESAW SERVICE OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF HARMFUL COMPONENTS OR THAT THE SEESAW SERVICE WILL MEET YOUR REQUIREMENTS. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT OR DEVICE, LOSS OF USE, OR LOSS OF DATA. NOTHING IN THIS SECTION IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED.

## **INDEMNITY**

You agree to indemnify and hold harmless Seesaw from any and all claims, suits, actions, losses, costs, damages, and any other liabilities, including attorneys' fees, arising out of or related to: (a) your use or misuse of Seesaw; (b) any violation of the rights of any other person or entity by you, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; or (c) your breach of any part of our Terms. Seesaw will give you written notice of any such matter; however, any failure or delay by Seesaw to do so does not negate your defense or indemnification obligations or waive Seesaw's rights to seek payment or defense or indemnification from you. Seesaw reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with Seesaw in our defense of these claims. You will not settle any claim that affects Seesaw or our affiliates without our prior written approval.

## **LIMITATION OF LIABILITY**

To the maximum extent permitted by law, Seesaw will not be liable to you for any special, indirect, incidental, punitive, reliance, consequential, or exemplary damages, even if Seesaw has been advised of the possibility of damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, goodwill or other intangible losses relating to or resulting from: (a) your access to, use of, or inability to use Seesaw; (b) any conduct or content of any user or third party on our services; (c) unauthorized access, use, or alterations of your transmissions or content; (d) any information posted on Seesaw; or (e) Seesaw's decision to publish or remove any information on our service.

In no event shall Seesaw's total liability to you for all damages, losses, or causes of action arising out of or relating to our Terms exceed: (1) the amounts you paid to access Seesaw during the twelve (12) months immediately preceding the date of your claim, or (2) one thousand U.S. dollars, whichever is greater.

The limitations of liability set forth in this section will survive any termination or expiration of our Terms, and will apply even if any limited remedy specified in our Terms is found to have failed of its essential purpose.

## **LAW GOVERNING LEGAL DISPUTES**

The laws of the State of California govern this agreement, as well as any dispute, claim, or controversy that may arise between you and Seesaw, without to conflicts of law provisions.

## **INFORMAL DISPUTE RESOLUTION**

We want to address your concerns without needing a formal legal case. Before filing a claim against Seesaw, you agree to try to resolve the Dispute informally by contacting [help@seesaw.me](mailto:help@seesaw.me). We'll try to resolve the Dispute informally by contacting you through email. If a dispute is not resolved within 15 days after submission, you or Seesaw may bring a formal proceeding.

## **WE BOTH AGREE TO ARBITRATE**

You and Seesaw agree to resolve any Disputes through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.

## **OPT-OUT OF AGREEMENT TO ARBITRATE**

You can decline this agreement to arbitrate by contacting [help@seesaw.me](mailto:help@seesaw.me) within 30 days of first accepting these Terms of Service and stating that you (include your first and last name) decline this arbitration agreement.

**Arbitration Procedures:** The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in the United States county where you live or work, San Francisco, California, or any other location we agree to.

**Arbitration Fees:** The AAA rules will govern payment of all arbitration fees. Seesaw will pay all arbitration fees for claims less than \$75,000. Seesaw will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

**Exceptions to Agreement to Arbitrate:** Either you or we may assert claims, if they qualify, in small claims court in San Francisco (CA) or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Seesaw products or Service, or infringement of intellectual property rights (for example, trademark, trade secret, copyright or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

## **NO CLASS ACTIONS**

You may only resolve Disputes with Seesaw on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed under our agreement.

## **FEEDBACK**

We welcome your feedback and suggestions about Seesaw. Please email us at [help@seesaw.me](mailto:help@seesaw.me) at any time.

## **ENTIRE AGREEMENT**

These Terms (and any other policies we refer to in this document) make up the entire agreement between you and Seesaw Learning, Inc., and supersede any prior agreement. If any part of these Terms are found to be unenforceable by a court or arbitrator, the remaining parts will remain in

full force and effect. If Seesaw fails to enforce any part of these Terms, such a failure does not constitute a waiver.

## CONTACT INFORMATION

Seesaw Learning, Inc.

P.O. Box 193054

San Francisco, CA 94119

help@seesaw.me

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