



Privacy Policy

DRAccessReports.org

PLEASE READ THIS PRIVACY POLICY CAREFULLY. BY ACCESSING OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS PRIVACY POLICY. IF YOU DO NOT AGREE TO ABIDE BY THIS PRIVACY POLICY, YOU DO NOT HAVE PERMISSION TO USE THIS SERVICE.

- 1. Your Agreement.** DR Access Reports (“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”) provides a variety of assessment, measurement and other services to assist in education and learning. This privacy policy (the “Privacy Policy”) governs the privacy practices with respect to DR Access Reports, which is accessible through a portal controlled and operated by the Desired Results Access Project.

PLEASE READ THIS PRIVACY POLICY CAREFULLY AS IT CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU AND DR ACCESS REPORTS CONCERNING YOUR USE OF THE SERVICE.

- 2. Our Commitment to Privacy.** The Desired Results Access Project has created the Service in order to support the use and administration of the Desired Results Developmental Profile (DRDP) (2015) assessment for Special Education Local Plan Areas (SELPA)s¹ in California and provides administrators and special education teachers and services providers a comprehensive suite of resources targeted toward this activity. The Desired Results Access Project believes that transparent and strong privacy practices foster this process, and DR Access Reports provides this Privacy Policy in that spirit.
- 3. The Scope of Our Privacy Policy.** This Privacy Policy governs our privacy practices with respect to all personal information that you as an Account Holder submit or that DR Access Reports collects in connection with the Service. This Privacy Policy governs not only our practices with respect to children’s personal information provided by Account Holders, but also with respect to the personal information of Account Holders.

- 4. Our Commitment to Local Education Agency (LEA) Ownership and Control of Educational Records.**

- 4.1 Educational records submitted by the Account Holder, including student and teacher identifiable DRDP assessment information submitted to or stored on DR Access Reports remain the property and under the control of the LEA and the Account Holder as a representative of the LEA.** Ownership of pupil records is not transferred to the Desired Results Access Project.
- 4.2** 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.

- 5. Our Compliance with Family Educational Rights and Privacy Act (FERPA), California’s Education Code and Federal Children’s Online Privacy Protection Act (COPPA).**

- 5.1 FERPA and Education Code Compliance.** The Service is designed for teachers and administrators working with individuals from birth to age five years of age with Individualized Family Service Plans (IFSPs) and Individualized Educational Programs (IEPs). The Desired Results Access Project recognizes the sensitive nature of information contained in a school’s educational records. This personal information is protected under FERPA and California’s Education Code. Our privacy practices comply with FERPA, the California Education Code and the confidentiality provisions of the Individuals with Disabilities Act (IDEA). Users acknowledge that they are subject to FERPA and the California Education Code and agree to maintain all records generated through participation in The Service consistent with the confidentiality mandates contained within these laws.

- 5.2 Consent from Schools under FERPA.** Under certain conditions, FERPA and California’s Education Code permit a school to provide educational records (including those containing a child’s personal information) to certain service providers without requiring the school to obtain specific parental consent. FERPA and California Education Code permit this where the service provider acts as a type of “school official” by performing services with legitimate

educational interests, for example, services that would otherwise be performed by the school's own employees. The Desired Results Access Project fulfills the FERPA and California Education Code requirement for qualifying as a school official. The Desired Results Access Project refrains from re-disclosing or using personal information except for purposes of providing the Service to the Account Holder. Account Holders maintain control with respect to the use, maintenance, and ownership of the education records at issue (including associated personal information).

5.3 COPPA Compliance. In accordance with Federal Children's Online Privacy Protection Act (COPPA), The Desired Results Access Project will never knowingly solicit, nor will we accept, personally identifiable information from users known to be under thirteen (13) years of age. Users under the age of 18 do not have permission to use or otherwise access DR Access Reports. As noted, DR Access Reports is a resource that special education teachers and service 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 those using the Service, consistent with our Privacy Policy.

6. The Types of User Information DR Access Reports Collects. DR Access Reports limits collection of personal information to no more than is reasonably necessary for you to use the Service. Specifically, DR Access Reports collects the following types of information:

- 6.1 Account Holder Information.** DR Access Reports collects registration information from an Account Holder when the Account Holder activates the applicable account (Teacher, Service Provider, District Administrator, or SELPA Administrator), and such information may include the Account Holder's own first and last name, business address and phone number, email address and username;
- 6.2 Child Information.** DR Access Reports collects information from an Account Holder about individual children when the Account Holder uses the Service. Information includes demographic information consistent with the California Special Education Management Information System (CASEMIS) software demographic and program information about children ages birth to five, with IFSPs or IEPs, receiving special education and related services from Local Educational Agencies (LEAs). These fields include but are not specifically limited to: a child's first and last name, date of birth, gender, race, ethnicity, primary language, and IFSP or IEP eligibility (see CASEMIS DRDP TAG for complete list of fields at <http://www.cde.ca.gov/sp/se/ds/casemis.asp>).
- 6.3 Child Assessment Information.** DR Access Reports collects assessment information provided by the Account Holder about DRDP assessment dates and DRDP (2015) assessment ratings on all measures from the DRDP (2015) assessment instrument for individual children.
- 6.4 Usage Information.** The Desired Results Access Reports System collects usage, viewing, analytics and technical data, including device identifiers and IP addresses, relating to your use of the Service.

If DR Access Reports discovers that the Service has collected information in a manner inconsistent with the requirements of FERPA, California's Education Code, or in violation of the Terms of Use, the Desired Results Access Project will either (i) delete the information, or (ii) promptly seek requisite consents before taking further action concerning the information.

7. How DR Access Reports Collects Personal Information. DR Access Reports collects personal information in the following ways:

- 7.1 Registration.** Account Holder provides personal information during the registration process.
- 7.2 Service Use.** DR Access Reports collects personal information from the Account Holder during normal use and operation of the Service. DR Access Reports collects information, for example, when teachers provide DRDP measure ratings for children and track progress and development over sequential assessment cycles for that child, and when teachers or other Account Holders are otherwise engaging in educational and other activities available through the Service.
- 7.3 Technological Means.** DR Access Reports collects Usage Information through technology, such as cookies, flash cookies, and persistent identifiers. This collection of Usage Information takes place, for example, when an Account Holder accesses or uses the Service. Certain features (or all features) of the Service may be hosted on third party sites, and in those instances the collection activities described above are undertaken by this third party, under our direction and control and consistent with this Privacy Policy.

8. How DR Access Reports Uses Personal Information. DR Access Reports uses personal information for the following purposes:

- 8.1** To provide Account Holders with the content and features available through the Service including, but not limited to, the creation of DRDP Reports;

- 8.2 To communicate with Account Holders about the applicable account information, such as to send information about the Service's features and, if applicable, changes to these features;
- 8.3 To provide Account Holder support or resolve problems. Individual records may at times be viewed or accessed for the purpose of resolving a problem, support issue, or suspected violation of the Terms of Use, or as may be required by law.
- 8.4 To detect, investigate and prevent activities that may violate our policies or be illegal; and
- 8.5 To conduct on-going research of the statistical properties and assure the validity of DRDP assessment instrument. The Desired Results Access Project uses records entered in DR Access Reports for product development or research purposes in accordance with FERPA and California's Education Code. These activities are reserved to those approved or directed by the California Department of Education, Special Education Division and are intended 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.

The Desired Results Access Project does not allow third-party vendors to collect personal information or Usage Information through persistent identifiers on Services for any purposes other than for our internal operations.

9. The DRDP Access Reports System Does Not Share Personal Information, Except In Specific, Limited Circumstances.

The Desired Results Access Project uses personal information for our internal purposes only, with the following limited exceptions:

- 9.1 The Desired Results Access Project will not share education records, including demographic or DRDP assessment data, with third parties except (i) as specifically directed by an Account Holder (i.e., teacher transferring DRDP assessment information to the LEA data management information system or transferring DRDP assessment data to another teacher); or (ii) to our service providers that are necessary for us to provide the Service. [A list of our current essential service providers maintained by the Desired Results Access Project and can be access online here.](#) Account holders are encouraged to revisit this listing for updates or changes to essential service providers.
- 9.2 Education Records are not used or disclosed for third party advertising or any kind of first- or third-party behaviorally-targeted advertising to children or parents. Additionally, information collected directly from a child using DR Access Reports is not used or disclosed for third party advertising or otherwise sold or rented. Child 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.
- 9.3 The Desired Results Access Project may also disclose personal information: (i) in response to an authorized public agency, including a request by a children's services agency or by the school at issue; (ii) if The Desired Results Access Project is directed to do so by an Account Holder in connection with an investigation related to public health and safety or the safety of a child, and in other cases if the Desired Results Access Project believes in good faith that disclosure is permitted or required by law.

10. How The Desired Results Access Project Protects Personal Information and Ensures Data Security. The Desired Results Access Project employs and maintains appropriate technical, administrative and physical security measures to protect personal information collected through the Service from unauthorized access, disclosure, use or modification. Our information security controls comply with accepted industry practice, as well as requirements under FERPA and California's Education Code. The Desired Results Access Project periodically reviews and tests our information security controls to keep them current. Please be advised, however, that while we strive to protect your personal information and privacy, we cannot guarantee or warrant the security of any information you disclose or transmit to us online and are not responsible for theft, destruction or inadvertent disclosure of your personally identifiable information. Our information security controls include the following:

- 10.1 **Training:** The Desired Results Access Project regularly fulfills data security training for personnel as per specifications of the Napa County Office of Education and in compliance with requirements of California Education Code 49073 (AB 1584).
- 10.2 **Transport Security:** DR Access Reports uses Transport Layer Security (TLS) for the transmission of all data to and from DR Access Reports;
- 10.3 **Secure Storage:** DR Access Reports uses industry standard file encryption for data that is subject to protection

under FERPA. Where file encryption is not reasonably feasible, DR Access Reports employs other industry standard safeguards, protections and countermeasures to protect data such as, but not limited to, secure portal file sharing.

10.4 Data Breach Response: The DR 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.

The DR 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.

11. Access and Control of Personal Information. Account Holders have access to personal information of the child(ren) for whom they are responsible, are able to print out Reports containing such information, and are able to update this information in the manner permitted by the Service (For additional information about ownership and control of data see Section 4 above). Account Holders are able to access and update their own personal information. The parents of a child can obtain access – through their child’s school – to information concerning their child that is available on the Service. To do so, the parent should follow the Account Holder’s procedures for access under FERPA. The Desired Results Access Project cooperates with and facilitates the Account Holder’s response to these requests for access to information and as required by law. The Desired Results Access Project will update and (where necessary) correct the personal information at issue, as requested by the Account Holder.

12. Retention and Deletion of Personal Information. DR Access Reports retains personal information for so long as reasonably necessary: (i) to permit Account Holder use of the Service; (ii) to ensure the security of Account Holders and the services; or (iii) as required by law or contractual commitment. After this period had expired, The Desired Results Access Project will securely delete the personal information from our systems. As an additional safeguard, after more than 18 months of inactivity in accessing DR Access Reports an Account Holder’s account may be suspended requiring the Account Holder to re-initiate their account with the Desired Results Access Project support staff.

Please understand that these deletion periods apply to personal information and do not apply to de-identified information. The Desired Results Access Project retains de-identified information in accordance with our standard practices for similar information, and does not retain or delete such information in accordance with this Privacy Policy. In addition, if requested by an Account Holder, The Desired Results Access Project will delete from our systems the personal information of the Account Holder, including its teachers and child (as applicable), as the Account Holder directs. Deleting information may prevent the Account Holder from engaging in some or all features of the Service.

13. General.

13.1 Miscellaneous. The Desired Results Access Project reserves the right to assign the rights and obligations under this Privacy Policy for any reason and in Desired Results Access Project’s sole discretion, subject to FERPA and California’s Education Code. If The Desired Results Access Project modifies this Privacy Policy, then such modification shall take effect proactively, upon your subsequent access to the Service; you may print out a copy of this Privacy Policy for your records. If any one or more provisions of this Privacy Policy is found to be illegal or unenforceable, the remaining provisions shall be enforced to the maximum extent possible. This Privacy Policy may not be waived, amended or modified in any way without the prior written permission of the Desired Results Access Project.

13.2 Incorporation; Order of Precedence for Account Holders. With respect to Account Holders, the Terms of Use must be read in conjunction with this Privacy Policy, and the provisions of our Terms of Use are incorporated herein. This Privacy Policy and our Terms of Use constitute the entire agreement of Desired Results Access Project and Account Holders concerning this matter, and supersede all discussions, proposals, bids, understandings, agreements, invitations, orders and other communications, oral or written, on this subject. In the event of any inconsistency or conflict in any of the terms and conditions of this Privacy Policy and our Terms of Use, the inconsistency or conflict shall be resolved by giving precedence to the applicable term or condition (as unmodified), in descending order, to the following: (i) this Privacy Policy, and (ii) the Terms of Use.

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

of Use):

- a. **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.
- b. **Child.** The term “**Child**” means an individual receiving educational instruction or who is otherwise being assessed through the Service.
- c. **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.
- d. The term “**FERPA**” means the Family Educational Rights and Privacy Act, 20 USC §1232g, and the Protection of Pupil Rights Amendment, including associated regulations.
- e. **Key Documents.** The term “**Key Documents**” means, collectively: (i) the Terms of Use; and (ii) this Privacy Policy.
- f. **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. **Terms of Use.** The term “**Terms of Use**” means the terms and conditions of use relating to the Service and Reports ([Terms of Use](#)).
- 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.

15. **Contact Us.** You may contact us with questions or concerns with respect to this Privacy Policy at the following email address: info@draccess.org

16. **Do Not Track.** The Service does not change its behavior when receiving the “Do Not Track” signal from browser software.

17. **Effective Date.** The effective date of this Privacy Policy is July 01, 2016.

18. **Revisions to the Privacy Policy.** The Desired Results Access Project reserves the right to update or modify this Privacy Policy at any time. Modifications to this Privacy Policy may be given by posting such changes to DR Access Reports website at <https://www.draccessreports.org>, by email to the Account Holder or may be provided to the Account Holder at the point of Account Holder log-in to the Service. 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.

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 Special Education Local Plan Areas (SELPAs) to comply 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).

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 California Special Education Management Information System (CASEMIS); 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 System. Education Agencies (LEAs) participate in the Desired Results Assessment System.