

Seesaw Agreement for Schools or Districts

This document describes the terms and conditions of the Services offered by Seesaw Learning, Inc. (“Seesaw”) purchased by you on behalf of your school or school district (the “Customer”). This agreement, along with the Privacy Policy, Terms of Service, and any applicable Contract that is mutually executed by the parties and which references this agreement (together, the “Agreement”) governs Customer’s access to and use of the Services, and will be effective as of the applicable Contract Effective Date, as described in such Contract. (the “Effective Date”). Any terms used but not defined herein will have the meaning set forth in the Contract. In the event of any conflict between these terms and conditions and the Contract, the Contract will prevail.

Services

Facilities and Data Transfer. All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Seesaw stores and processes its own information of a similar type. Seesaw has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data. As part of providing the Services, Seesaw may transfer, store and process Customer Data in the United States. By using the Services, Customer consents to this transfer, processing and storage of Customer Data.

Modifications.

To the Services. Seesaw may make commercially reasonable changes to the Services from time to time. If Seesaw makes a material change to the Services, Seesaw will inform Customer.

To this Agreement. Seesaw may make commercially reasonable changes to this Agreement from time to time. If Seesaw makes a material change to this Agreement, Seesaw will inform Customer by email. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Seesaw in writing within thirty days after receiving notice of the change. If Customer notifies Seesaw as required, then Customer will remain governed by the terms in effect until the end of the then-current school year. If the Services are renewed, they will be renewed under Seesaw’s then current Agreement.

To the Terms of Use and Privacy Policy. End Users associated with Customer’s Admin Account must agree to the Terms of Service and Privacy Policy applicable to End Users prior to use of the end user services (“End User Services”). The Terms of Service and Privacy Policy (the “End User Agreements”) may change from time to time as set forth therein, and are not governed by or subject to the terms of this Agreement, nor is Customer a third party beneficiary thereof. The End User Services are separate from the Services.

Customer Obligations

Compliance

The Customer will use Seesaw's Services only as permitted under this Agreement and in accordance with our Terms of Service available at <https://web.seesaw.me/terms-of-service> (which may be amended by Seesaw from time to time).

Customer Administration of the Services

Customer will specify one or more Administrators ("Admin" or "Admins"). Customer is responsible for: (a) designating those individuals who are authorized to access the Admin Account(s); and (b) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that Seesaw's responsibilities do not extend to the internal management or administration of the Services for Customer and that Seesaw is merely providing services to the Customer for the provisioning of End User Accounts authorized and authenticated by the Customer.

End User Consent

Customer's Administrators may have the ability to access, monitor, use, or disclose Customer Data in End User Accounts. Customer will obtain and maintain all required consents from End Users to allow: (i) Customer's access, monitoring, use and disclosure of Customer Data and Seesaw providing Customer with the ability to do so; and, (ii) Seesaw to provide the Services and End User Services.

Parental Consent and Compliance with Applicable Law

Customer is responsible for, and represents and warrants it is in compliance with, the Children's Online Privacy Protection Act ("COPPA"), the Family Educational Rights and Privacy Act ("FERPA"), and, for schools or districts based in the European Union, the General Data Protection Regulation ("GDPR"), including by obtaining parental consent for collection and disclosure of personal information in connection with the Services. Customer will comply with all applicable laws, and its disclosure of any information to Seesaw, and/or Seesaw's use of such information subject to the restrictions of this Agreement, does not and will not violate any applicable laws (including COPPA, FERPA, or GDPR). Customer will not disclose any information to Seesaw that is protected health information ("PHI") subject to the Health Information Portability and Accountability Act ("HIPAA").

Seesaw will comply with all federal laws and regulations pertaining to data privacy and security, including FERPA and COPPA.

We will never display ads, allow third-party ads, share data for the purpose of displaying ads, or allow data collection by third-party advertisers or data brokers. We will never use Student Data for advertising or sell your data or Student Data.

Unauthorized Use

Customer will use commercially reasonable efforts to prevent unauthorized use of the Services and to terminate any unauthorized use. Customer will promptly notify Seesaw of any unauthorized use of, or access to, the Services of which it becomes aware.

Restrictions on Use

Customer will not: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services; modify, translate, or create derivative works based on the Services; use the Services for any purpose other than its own internal, non-commercial, educational use; attempt to create a substitute or similar service through use of, or access to, the Services; sell, resell, lease or the functional equivalent thereof, the Services to a third party; or use the Services other than in accordance with this Agreement and in compliance with all applicable laws and regulations.

Third-Party Data Requests

Except for where required to respond by applicable laws and regulations, customer is responsible for responding to Third-Party Requests. Seesaw will, to the extent allowed by law and by the terms of the Third-Party Request: (a) promptly notify Customer of its receipt of a Third-Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third-Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third-Party Request. Customer will first seek to obtain the information required to respond to the Third-Party Request, and will contact Seesaw only if it cannot reasonably obtain such information.

Payment

If any of the Services are purchased for a Fee (as described in a Contract), the terms in this section apply to those Services.

Payment

Unless specified otherwise in the Contract, all Fees are due within thirty days after the invoice date. The Customer will pay the Fees in accordance with the Fees and Payment Schedule set forth in the applicable Contract.

Delinquent Payments

Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Seesaw in collecting such delinquent amounts, except where such delinquent amounts are due to Seesaw's billing inaccuracies.

Taxes

Customer is responsible for any Taxes, and Customer will pay Seesaw for the Services without any reduction for Taxes. If Seesaw is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides Seesaw with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to Seesaw, Customer must provide Seesaw with an official tax receipt or other appropriate documentation to support such payments.

Suspension

Of End User Accounts by Seesaw

If Seesaw becomes aware of an End User's violation of any of Seesaw's End User Agreements, then Seesaw may Suspend the End User's account in accordance with such End User Agreements, without liability to the Customer or the End User.

Emergency Security Issues

If there is an Emergency Security Issue, then Seesaw may automatically Suspend any offending End User. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue.

Confidential Information

Obligations

Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees, independent contractors and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.

Exceptions

Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

Required Disclosure

Each party may disclose the other party's Confidential Information solely to the extent required by law or court order but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

FERPA. The parties acknowledge that (a) Customer Data may include personally identifiable information from education records that are subject to FERPA ("FERPA Records"); and (b) to the extent that Customer Data includes FERPA Records, Seesaw will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with FERPA.

Intellectual Property Rights

Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and Seesaw owns all Intellectual Property Rights in the Services. Customer hereby grants to Seesaw a non-exclusive, royalty-free, fully paid-up, worldwide, sublicensable and transferable license to use the Customer Data as necessary to fulfill its obligations and exercise its rights hereunder.

Representations, Warranties And Disclaimers

Representations and Warranties

Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable. Customer acknowledges and agrees that it is responsible for compliance with COPPA, FERPA, or GDPR, if applicable, including, but not limited to, by obtaining parental consent concerning collection of students' personal information used in connection with the provisioning of End User Accounts and use of the Services by the Customer and the End User Services by End Users.

Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT WITH RESPECT TO THE SERVICES, CONFIDENTIAL INFORMATION OR ANYTHING ELSE PROVIDED IN CONNECTION WITH THIS AGREEMENT. SEESAW MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES.

Term

Agreement Term

This Agreement will remain in effect for the Contract Term as set forth and agreed to in the Contract.

Services Term and Purchases During Services Term

Seesaw will provide the Services to Customer during the Services Term. Unless the parties agree otherwise in writing, End User Accounts added during any Services Term will have a prorated term ending on the last day of that Services Term.

Termination

Termination for Breach

Either party may suspend performance or terminate this Agreement: (i) if the other party is in material breach of the Agreement and fails to cure that breach within thirty (30) days after receipt of written notice; (ii) if the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days; or (iii) immediately, if the other party is in material breach of this Agreement more than twice, notwithstanding any cure of such breaches.

Other Termination

Customer may terminate this Agreement for any reason (or no reason) with thirty (30) days prior written notice to Seesaw, provided, however, that Seesaw will not issue a refund for Services purchased.

Termination for Failure to Pay

Seesaw may terminate this Agreement and cease providing services if Customer fails to pay invoices due within a timely fashion.

Effects of Termination

If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); (ii) Seesaw will provide Customer access to, and the ability to export, the Customer Data for a commercially reasonable period of time at Seesaw's then-current rates, if applicable, for the Services; (iii) Customer will be able to use Seesaw's free services, however, if Customer subsequently requests termination of all services and deletion of accounts, Seesaw will offer End Users the choice whether to continue using Seesaw, and, if so, provide each End User with control over his or her Seesaw account; (iv) after a commercially reasonable period of time and only upon explicit, written request of the Customer, Seesaw will delete Customer Data for those individual accounts that have not been claimed by End Users by overwriting the Customer Data over time; and, (v) upon explicit, written request of the other party, each party will promptly use commercially reasonable efforts to return, delete (by overwriting over time) or destroy all other Confidential Information of the other party.

Limitation of Liability

Limitation on Indirect Liability

NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

Limitation on Amount of Liability

THE TOTAL LIABILITY OF EITHER PARTY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE THE LESSER OF: (I) ONE THOUSAND DOLLARS OR (II) THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO SEESAW UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

Exceptions to Limitations

These limitations of liability apply to the fullest extent permitted by applicable law, but do not apply to breaches of confidentiality obligations or violations of a party's Intellectual Property Rights by the other party.

Miscellaneous

Notices

Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department or primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

Assignment

The Customer may not assign or transfer this Agreement in whole or in part without the written consent of Seesaw, except to an Affiliate or successor as pursuant to a change of control. Seesaw may freely transfer and assign any of its rights and obligations under this Agreement.

Force Majeure

Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

No Waiver

Failure to enforce any provision of this Agreement will not constitute a waiver.

Severability

If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

No Agency

The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

No Third-Party Beneficiaries

There are no third-party beneficiaries to this Agreement.

Equitable Relief

Nothing in this Agreement will limit either party's ability to seek equitable relief.

Governing Law

The parties agree to remain silent regarding governing law and venue.

Amendments

Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

Survival

The following Sections will survive expiration or termination of this Agreement: 5 (Confidential Information), 6 (Intellectual Property Rights), 9.7 (Effects of Termination), 10 (Limitation of Liability), 11 (Miscellaneous), and 13 (Definitions).

Insurance

Seesaw will maintain insurance coverage consistent with generally recognized commercial standards including general liability insurance.

Entire Agreement

This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

Counterparts

The parties may enter into this Agreement by executing the applicable Contract (if any) or this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

Definitions

"Admin Account(s)" means the administrative account(s) provided to Customer by Seesaw for the purpose of administering the Services.

"Administrators" mean the Customer-designated technical personnel who administer the Admin Account .

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

"Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

"Contract" means a contract, which is the written document provided by Seesaw specifying the Services Customer will purchase from Seesaw for a Fee (if any) under the Agreement. The Contract will contain: (i) a signature block for Customer, or for both Customer and Seesaw; and (ii) Fees.

"Customer Data" means data, including contact information such as email addresses and phone numbers, provided, generated, transmitted or displayed via the Services by Customer.

"Emergency Security Issue" means either: (a) Customer's use of the Services in violation of the Agreement, which could disrupt: (i) the Services; (ii) other customers' (including End Users') use of the Services; or (iii) the Seesaw network or servers used to provide the Services; (b) unauthorized third party access to the Services; or (c) an actual or potential security breach.

"End Users" means the individuals that Customer indicates are associated with Customer's Admin Account, and for whom Customer provisions an End User Account through Customer's use of the the Services.

"End User Account" means a Seesaw-hosted account provisioned through the Services for an End User.

"Fees" means the amounts invoiced to Customer by Seesaw for the Services (if applicable) as described in this Agreement.

“Intellectual Property Rights” means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

“Services” means those products, features and functionality provided by Seesaw to Customer in connection with the Admin Account and described on the applicable Contract. The Services are described here: <https://web.seesaw.me>. The End User Services are separate from the Services to be provided hereunder.

“Student Data” means all information associated with a student’s account. The types of information Seesaw collects are described here: <https://web.seesaw.me/privacy-policy>.

“Suspend” means the immediate disabling of all or a portion of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

“Taxes” means any duties, customs fees, or taxes (other than Seesaw’s income tax) associated with the sale of the Services, including any related penalties or interest.

“Third-Party Request” means a request to Customer from a third party for records relating to an End User’s use of the Services. Third-Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

Staci Crum

Signature


Staci Crum

Name

3.31.2020

Date

Organization


DocuSigned by:

AA31017E20B04D0...

Carl Sjogreen
Co-Founder, Seesaw Learning, Inc.

1/14/2019

Date

APPROVED AS TO FORM:

By: 

Office of the General Counsel

Addendum – Specific Seesaw Commitments for Seesaw Users Residing In Certain US States and Jurisdictions

Seesaw incorporates all relevant laws into your contract with Seesaw. If you are a Customer residing in one of the following states or countries, Seesaw makes additional commitments that apply to you based on your residence:

California

Seesaw agrees that, as per Cal. Edu. Code § 49073.1, commonly known as AB 1584:

- (1) Pupil records continue to be the property of and under the control of the local educational agency;
- (2) Seesaw will not use personally identifiable information in individual pupil records for commercial or advertising purposes;
- (3) Seesaw will not use any information in the pupil record for any purpose other than for the requirements of the contract;
- (4) Parents, legal guardians or eligible pupils may review the pupil's records or correct erroneous information in those records by accessing the Seesaw account of the pupil;
- (5) Seesaw undertakes extensive security training of all employees, including training on security at hire and at least annually thereafter, and a partial, but not exhaustive description of our data security practices can be found by reviewing: <https://web.seesaw.me/privacy/>
- (6) Seesaw will comply with the requirements of California law, as set forth at Cal. Civ. Code § 1792.82 et seq., for informing affected parties in the event of an unauthorized disclosure of pupil records;
- (7) Pupil records will neither be retained nor will Seesaw maintain those records in a manner that makes them available: (a) upon completion of the terms of the contract; (b) after request for deletion by the contracting party; and, (c) within a commercially reasonable period for deletion; and,
- (8) at all times during the pendency of any contract between Seesaw and a local educational agency (LEA), Seesaw acts solely as a "school official" as that term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), and will, therefore, facilitate the LEA's compliance with FERPA as directed by the LEA.

Colorado

Seesaw complies with all applicable requirements of Colorado's Student Data Transparency and Security Act, C.R.S. 22-16-101, et seq.

Connecticut

As an operator, as defined by Connecticut Public Act 16-189, Seesaw will:

- (1) Implement and maintain security procedures and practices that meet or exceed industry standards and that are designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure;
- (2) Delete any student information, student records or student-generated content within a reasonable amount of time if a student, parent or legal guardian of a student or local or regional

board of education who has the right to control such student information requests the deletion of such student information, student records or student-generated content;

(3) Facilitate access to, and provide a means of correction of erroneous information within, a student's record, student's information or student-generated content by the student, parent or legal guardian; and

(4) At all times during the pendency of any contract between it and a local or regional board of education, act solely as a "school official" as that term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), and will, therefore, facilitate the local or regional board of education's compliance with FERPA as directed by the local or regional board of education.

Seesaw agrees that:

(1) Student information, student records and student-generated content are not the property of or under the control of Seesaw;

(2) The laws of the State of Connecticut will govern this contract and the rights and duties of Seesaw and a local or regional board of education;

(3) If any provision of this agreement is ruled invalid, the invalidity of that provision does not affect other provisions or applications of this contract

Seesaw will not knowingly:

(1) Engage in (A) targeted advertising on Seesaw's Internet web site, online service or mobile application, or (B) targeted advertising on any other Internet web site, online service or mobile application if such advertising is based on any student information, student records, student-generated content or persistent unique identifiers that Seesaw has acquired because of the use of Seesaw's Internet web site, online service or mobile application for school purposes;

(2) Collect, store and use student information, student records, student generated content or persistent unique identifiers for purposes other than the furtherance of school purposes;

(3) Sell, rent or trade student information, student records or student-generated content unless the sale is part of the purchase, merger or acquisition of an operator by a successor operator and the operator and successor operator continue to be subject to the provisions of this section regarding student information;

(4) Disclose student information, student records or student-generated content unless the disclosure is made (A) in furtherance of school purposes of the Internet web site, online service or mobile application, provided the recipient of the student information uses such student information to improve the operability and functionality of the Internet web site, online service or mobile application and complies with subsection (a) of this section; (B) to ensure compliance with federal or state law or regulations or pursuant to a court order; (C) in response to a judicial order; (D) to protect the safety or integrity of users or others, or the security of the Internet web site, online service or mobile application; (E) to an entity hired by the operator to provide services for the operator's Internet web site, online service or mobile application, provided the

operator contractually (i) prohibits the entity from using student information, student records or student-generated content for any purpose other than providing the contracted service to, or on behalf of, the operator, (ii) prohibits the entity from disclosing student information, student records or student-generated content provided by the operator to subsequent third parties, and (iii) requires the entity to comply with subsection (a) of this section; or (F) for a school purpose or other educational or employment purpose requested by a student or the parent or legal guardian of a student, provided such student information is not used or disclosed for any other purpose; or

(5) retain or make available student information, student records or student-generated content beyond the expiration of the contract period unless a student, their parent or legal guardian chooses to maintain a contract with Seesaw.

If Seesaw discovers a breach of security that results in the unauthorized release, disclosure or acquisition of student information, student records or student-generated content, Seesaw will notify the students, parents or guardians of any affected student within the statutorily mandated time period.

Idaho

Seesaw will, as per the Student Data Accessibility, Transparency and Accountability Act of 2014, codified at Idaho Code 33-133:

- (1) only use aggregated data or student's data for secondary uses after receiving written permission from the student's parent or guardian; and
- (2) notify customers and seek express, written parental consent if Seesaw materially changes Seesaw's use of student data for sales, marketing or advertising.

Louisiana

Seesaw will, as per Louisiana's Student Privacy Law, codified at R.S. 17:3914:

- (1) limit access to student information solely to authorized Seesaw employees and subcontractors who agreed to abide by equally stringent privacy practices pursuant to a data security plan;
- (2) employ privacy practices that meet or exceed industry standards regarding student data including, but not limited to: (a) privacy compliance requirements; (b) regular privacy and security audits; (c) written breach planning, notification and remediation action guides; (d) implementing policies limiting data collection and storage coupled with clear policies limiting data retention and establishing set timeframes for post-contract disposition and data disposal; and,
- (3) return all student data not deleted as per agreement to the relevant city, parish or local school board upon written request.

Nevada

Seesaw agrees, as per N.R.S. 388.272, that:

- (1) Seesaw's commitments to data privacy and data security outlined in its Privacy Policy and, in part, at <https://web.seesaw.me/privacy/> are incorporated into this agreement; and,
- (2) Seesaw faces potential liability as a penalty for intentional or grossly negligent noncompliance with this contract, including termination of the contract and responsibility for

paying monetary damages for any breach of the terms of this contract that causes actual harm to the contracting party.

New York

New York's Parents Bill of Rights for Data Privacy and Security is incorporated into this agreement and Seesaw agrees that:

- (1) Seesaw will not sell or release a student's personally identifiable information for any commercial purpose;
 - (2) Parents have the right to inspect and review the complete contents of their child's education record that is shared with or collected by Seesaw;
 - (3) Seesaw complies with all applicable state and federal laws that protect the confidentiality of personally identifiable information, and employs data security safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, both when data is stored at rest or is transferred;
 - (4) Seesaw maintains a publicly available list in its Privacy Policy of all student data elements collected by Seesaw;
 - (5) Seesaw will promptly address any complaints about possible breaches of student data submitted to <https://help.seesaw.me/hc/en-us/requests/new> or mailed to:
- Seesaw
180 Montgomery St.
Suite 750
San Francisco, CA 94104
- (6) Seesaw will exclusively utilize the student data, teacher data, or principal data to provide account holders with the Seesaw service;
 - (7) All subcontractors for Seesaw that may access personally identifiable information of students, teachers, principals or other faculty are contractually required by Seesaw to employ data privacy and security practices that provide at least a commensurate level of protection for that data as does Seesaw;
 - (8) Seesaw will either delete or return, within a commercially reasonable period of time but not to exceed 60 days, all personally identifiable information upon the expiration of any agreement when requested to do so by notification from the contracting party;
 - (9) Any parent, student, eligible student, teacher or principal may correct inaccurate student data or teacher or principal data that is collected; and

(10) All student data or teacher or principal data will be stored on cloud servers within the United States and protected with industry standard and best practices procedures, including encryption when stored at rest.

North Carolina

Seesaw agrees, as per NC General Statutes § 115C-402.5(b)(6):

(1) Seesaw's commitments to data privacy and data security outlined in its Privacy Policy and, in part, at <https://web.seesaw.me/privacy/> are incorporated into this agreement; and,

(2) Seesaw faces potential liability as a penalty for intentional or grossly negligent noncompliance with this contract, including termination of the contract and responsibility to pay monetary damages for any breach of the terms of this contract that cause actual harm to the contracting party.

Seesaw makes the following additional commitments:

(1) JESSICA LUNSFORD ACT – Seesaw certifies that none of its employees or agents performing services are or will at any point during the Term of this Agreement be listed as a sex offender on the North Carolina Sex Offender and Public Protection Registration Program, the Sexually Violent Predator Registration Program and/or the National Sex Offender Registry.

(2) ELIGIBILITY OF EMPLOYMENT – Seesaw reviews the eligibility for employment of every Seesaw employee.

(3) IRAN DIVESTMENT - Seesaw certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. §147-86.58, the Iran Divestment Act of 2015 (S.L. 2015-118).

(4) DEBARMENT CERTIFICATION – Seesaw certifies that neither Seesaw nor its principals are suspended or debarred from doing business with the state of North Carolina or the federal government.

Oklahoma

Seesaw agrees, as per the Oklahoma Student Data Accessibility, Transparency and Accountability Act of 2013, codified at 70 OK Stat § 70-3-168 (2014) that:

(1) Seesaw's commitments to data privacy and data security outlined in its Privacy Policy and, in part, at <https://web.seesaw.me/privacy/> are incorporated into this agreement; and,

(2) Seesaw faces potential liability as a penalty for intentional or grossly negligent noncompliance with this contract, including termination of the contract and responsibility to pay monetary damages for any breach of the terms of this contract that cause actual harm to the contracting party.

Texas

Seesaw commits, as per Tex. Gen. Gov. § 2270.002, that Seesaw:
(1) does not boycott Israel; and
(2) will not boycott Israel during the term of the contract.

West Virginia

Seesaw agrees, as per the West Virginia Student Data Accessibility, Transparency and Accountability Act, codified at W.V. Code § 18-2-5h that:

(1) Seesaw's commitments to data privacy and data security outlined in its Privacy Policy and, in part, at <https://web.seesaw.me/privacy/> are incorporated into this agreement; and,
(2) Seesaw faces potential liability as a penalty for intentional or grossly negligent noncompliance with this contract, including termination of the contract and responsibility to pay monetary damages for any breach of the terms of this contract that cause actual harm to the contracting party.

Signature: 

Email: staci_crum@dpsk12.org







Seesaw Agreement - DPS

Final Audit Report

2020-03-31

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