

1 **Browning Public Schools**

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3 **Policy #3650**

4 Policy Name: *Student Data Privacy Agreement*

5 Regulation: -----

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7 **Pupil Online Personal Information Protection**

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9 The School District will comply with the Montana Pupil Online Personal Information Protection Act. The
10 School District shall execute written agreements with operators who provide online applications for
11 students and employees in the school district and third parties who provide digital educational software or
12 services, including cloud-based services, for the digital storage, management, and retrieval of pupil
13 records. The written agreement will require operators and third parties to the School District for K-12
14 purposes or the delivery of student or educational services to comply with Montana and federal law
15 regarding protected student information. All pupil records accessed by the operator or third party during
16 the term of the agreement or delivery of service to the application continue to be the property of and
17 under the control of the school district.

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19 Operators providing online applications to the School District shall not target advertising to students, sell
20 student information, or otherwise misuse student information. Operators shall not use information to
21 amass a profile about a pupil, except in furtherance of K-12 school purposes. Operators shall not sell a
22 pupil's information, including protected information unless authorized by law. Operators shall not
23 disclose protected information unless the disclosure is made in accordance with School District policy,
24 state or federal law, or with parent consent. Operators shall implement and maintain reasonable security
25 procedures and practices appropriate to the nature of the protected information and safeguard that
26 information from unauthorized access, destruction, use, modification, or disclosure. Operators shall
27 delete a pupil's protected information if the school or district requests the deletion of data under the
28 control of the school or district.

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30 Third parties providing digital education software and services to the School District shall certify that
31 pupil records will not be retained or available to the third party upon completion of the terms of the
32 agreement. Furthermore, third parties shall not use any information in pupil records for any purpose other
33 than those required or specifically permitted by the agreement with the operator. Third parties shall not
34 use personally identifiable information in pupil records to engage in targeted advertising.

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36 Third parties providing digital education software and services to the School District shall provide a
37 description of the means by which pupils may retain possession and control of their own pupil-generated
38 content. Third parties shall provide a description of the procedures by which a parent, legal guardian, or
39 eligible pupil may review personally identifiable information in the pupil's records and correct erroneous
40 information. Third parties shall provide a description of the actions the third party will take, including the
41 designation and training of responsible individuals, to ensure the security and confidentiality of pupil
42 records. Third parties shall provide a description of the procedures for notifying the affected parent, legal
43 guardian, or pupil if 18 years of age or older in the event of an unauthorized disclosure of the pupil's
44 records;

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46 An operator's or third party's failure to honor the law, agreement or School District policy will result in
47 termination of services.

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49 **Cross Reference:** Policy 3600 – Student Records
50 Policy 3601F- Model Terms and Conditions

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Legal Reference: Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. 99
Montana Pupil Online Personal Information Protection Act, Title 20, chapter 7, part
13, MCA

Policy History:
Adopted on: 10/2919
Reviewed on:
Revised on: