

Browning Public Schools

Policy #3650

Policy Name: *Student Data Privacy Agreement*

Regulation: -----

Pupil Online Personal Information Protection

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

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

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

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

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

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

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2 **Legal Reference:** Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. 99
3 Montana Pupil Online Personal Information Protection Act, Title 20, chapter 7, part
4 13, MCA
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6 **Policy History:**

7 Adopted on: 10/2919

8 Reviewed on:

9 Revised on: