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3 **STUDENTS**

4
5 Student Online Personal Information Protection

6
7 Compliance

8 The District will comply with the Montana Pupil Online Personal Information Protection Act.

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

18
19 Operators of Online Applications

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

31
32 Third Parties Providing Software and Services

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

39
40 Third parties providing digital education software and services to the District shall provide a
41 description of the means by which students may retain possession and control of their own
42 student-generated content. Third parties shall provide a description of the procedures by which a
43 parent, legal guardian, or eligible student may review personally identifiable information in the
44 student's records and correct erroneous information. Third parties shall provide a description of
45 the actions the third party will take, including the designation and training of responsible
46 individuals, to ensure the security and confidentiality of student records. Third parties shall

1 provide a description of the procedures for notifying the affected parent, legal guardian, or
2 student if 18 years of age or older, in the event of an unauthorized disclosure of the student's
3 records.

4
5 Failure to Comply and Legal Review

6 If an operator refuses to sign the provided written agreement or fails to meet substantial
7 requirements of the agreement, the District will deny use of the online application and inform
8 staff it will be unavailable for use. An operator's or third party's failure to honor the law,
9 agreement or District policy will result in termination of services. The District will report any
10 operator who fails to honor the law to the appropriate authorities for criminal prosecution.

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12 All contracts and agreements executed under this policy will be reviewed by the District, and
13 referred to legal counsel if necessary.

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15 Cross Reference:

16 Policy 3600 Student Records
17 Policy 3600F Student Records
18 Policy 3600R Student Records
19 Policy 3650F Model Agreement

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21 Legal Reference:

22 Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. 99
23 Montana Pupil Online Personal Information Protection Act, Title 20, Chapter 7, Part 13, MCA
24 Children's Online Privacy Protection 15 U.S.C § 6501-6505

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26 Policy History:

27 Adopted on: March 23, 2020
28 Revised on:
29 Revised on:

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