

1 Great Falls School District

2
3 **STUDENTS**

3650

4
5 Student Online Personal Information Protection

6
7 Definitions

8
9 “K-12 school purposes” means activities that customarily take place at the direction of a school,
10 teacher, or District or aid in the administration of school activities. These activities may include,
11 but are not limited to, instruction in the classroom or at home, administrative activities, and
12 collaboration between students, school personnel, or parents, or that are for the use and benefit of
13 a school. The term does not include courses that are provided for the purpose of postsecondary
14 credit or work-based learning courses provided by a work-based learning partner pursuant to
15 §20-7-1510, MCA.

16
17 Compliance

18
19 The District will comply with the Montana Pupil Online Personal Information Protection Act.
20 The District shall access the state database or execute written agreements with operators who
21 provide online applications for students and employees in the District. The District will execute
22 written agreements with third parties who provide digital education software or services,
23 including cloud-based services, for the digital storage, management, and retrieval of student
24 records. The written agreements will require operators and third parties to the District for K-12
25 purposes or the delivery of student or educational services to comply with Montana and federal
26 law regarding protected student information. All student records accessed by the operator or third
27 party during the term of the agreement or delivery of service to the application will continue to
28 be the property of and under the control of the District.

29
30 Operators of Online Applications

31
32 Operators providing online applications to the District shall not target advertising to students, sell
33 student information, or otherwise misuse student information. Operators shall not use
34 information to amass a profile about a student, except in furtherance of K-12 school purposes.
35 Operators shall not sell a student’s information, including protected information unless
36 authorized by law. Operators shall not disclose protected information unless the disclosure is
37 made in accordance with District policy, state or federal law, or with parent consent. Operators
38 shall implement and maintain reasonable security procedures and practices appropriate to the
39 nature of the protected information and safeguard that information from unauthorized access,
40 destruction, use, modification, or disclosure. Operators shall delete a student’s protected
41 information if the District or school, with approval of the District, requests the deletion of data
42 under the control of the school or District.

43
44 Third Parties Providing Software and Services

45

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

7
 8 Third parties providing digital education software and services to the District shall provide a
 9 description of the means by which students may retain possession and control of their own
 10 student-generated content. Third parties shall provide a description of the procedures by which a
 11 parent, legal guardian, or eligible student may review personally identifiable information in the
 12 student's records and correct erroneous information. Third parties shall provide a description of
 13 the actions the third party will take, including the designation and training of responsible
 14 individuals, to ensure the security and confidentiality of student records. Third parties shall
 15 provide a description of the procedures for notifying the affected parent, legal guardian, or
 16 student if 18 years of age or older, in the event of an unauthorized disclosure of the student's
 17 records.

18 Failure to Comply and Legal Review

19
 20
 21 If an operator refuses to sign the provided written agreement or fails to meet substantial
 22 requirements of the agreement, the District will deny use of the online application and inform
 23 staff it will be unavailable for use. An operator's or third party's failure to honor the law,
 24 agreement or District policy will result in termination of services. The District will report any
 25 operator who fails to honor the law to the appropriate authorities for criminal prosecution.

26
 27 All contracts and agreements executed under this policy will be reviewed by the District, and
 28 referred to legal counsel if necessary.

29 Cross Reference:

30 Policy 3235	Video Surveillance
31 Policy 3600	Student Records
32 Policy 3600F	Student Records
33 Policy 3600R	Student Records
34 Policy 3612	District-Provided Access to Electronic Information, Equipment, Services, and Networks
35 Policy 3612P	Student Computer Acceptable Use and Internet Safety Agreement
36 Policy 3612F	Student Computer Acceptable Use and Internet Safety Agreement Form (Student Handbook)
37 Policy 3650F	Model Agreement

38 Legal Reference:

39 20 U.S.C. § 1232g, et seq.	Family Education Rights and Privacy Act
40 Title 20, Chapter 7, Part 13, MCA	Montana Pupil Online Personal Information Protection Act

41
 42
 43
 44
 45
 46

1

2 Policy History:

3 Adopted on:

March 23, 2020

4 Revised on:

September 22, 2025