Billings School District 2

Montana Pupil Online Personal Information Protection Act

Compliance

The School District shall comply with the Montana Pupil Online Personal Information Protection Act.

To that end, the School District shall execute written agreements with operators who provide online applications for students and employees in the School District. The School District shall execute written agreements with 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 agreements shall 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 will continue to be the property of and under the control of the school district. Any such agreements shall be presented to the Board of Trustees for review and approval.

Operators of Online Applications

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.

Definitions
"K-12 school purposes" means activities that customarily take place at the direction of a school, teacher, or school district or aid in the administration of school activities, including but not limited to instruction in the classroom or at home, administrative activities, and collaboration between pupils, school personnel, or parents, or that are for the use and benefit of a school. The term does not include courses that are provided for the purpose of postsecondary credit or work-based learning courses provided by a work-based learning partner pursuant to MCA § 20-7-1510.

Third Parties Providing Software and Services

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;

Failure to Comply and Legal Review

An operator's or third party's failure to honor the law, agreement or School District policy will result in termination of services. The School District will report any operator who fails to honor the law to the appropriate authorities for criminal prosecution.

All contracts and agreements executed under this agreement will be reviewed by the School District's legal counsel before submission to the Board of Trustees.

Montana Code Annotated	**Description**
Title 20, Chapter 7, Part 13	Montana Pupil Online Personal Information Protection Act

United States Code	**Description**
20 U.S.C. § 1232g, et seq.	Family Education Rights and Privacy Act

Cross References	**Description**
3235	Video Surveillance
3612	School-Provided Access to Electronic Information, Services, Equipment, and Networks
3612-P(1)	School-Provided Access to Electronic Information, Services, Equipment, and Networks
3612-NF(1)	School-Provided Access to Electronic Information, Services, Equipment, and Networks - Student Internet Access and Equipment Use Conduct Agreement

Policy History:

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