

## CHAPTER 7.00 - BUSINESS SERVICES

### ONLINE EDUCATIONAL SERVICES AGREEMENTS/CONTRACTS

7.143

1. Introduction. This rule specifies the procedure for protecting students' educational information and personally identifiable information when entering into online educational services agreements with a third-party vendor or third-party service provider. This rule is being implemented to comply with section 9(a)A of the Florida Administrative Code § 6A-1.0955(9)(a)- Education Records. This procedure should be followed prior to entering into an online educational services agreement, whether or not there is a written agreement, and whether or not the online educational service is free. This procedure is required even if the use of the online educational service is unique to specific classes or courses. Prior to entering into an online educational services agreement, the following review and approval procedure is to be followed.
2. Definitions.
  - a. "Education records" means records that are directly related to a student and that are maintained by an educational agency or institution or a party acting for or on behalf of the agency or institution, as defined in 20 U.S.C. s. 1232g(a)(4).
  - b. "Online educational service" means computer software, mobile applications (apps), and web-based tools that students or parents are required to use and access through the internet and as part of a school activity or function. Examples include online services that students or parents use to access class readings, assignments, or videos, to view learning progression, or to complete assignments. This does not include online services that students or parents may use in their personal capacity, or online services that districts or schools may use to which students or parents do not have access, such as a district student information system.
  - c. "Personally identifiable information" or "PII" means information that can be used to distinguish or trace a student's identity either directly or indirectly through linkages with other information, as defined in 34 CFR §99.3. PII includes, but is not limited to direct identifiers (such as a student's or other family member's name), indirect identifiers (such as a student's date of birth, place of birth, or mother's maiden name), and other personal identifiers (such as a student's social security number or Florida Education Identifier (FLEID) number). PII also includes information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
  - d. "Third-party vendor" or "Third-party service provider" means any entity, whether public or private, that provides services to a school board or institution through a contract or agreement. The term does not include the

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Florida Department of Education or the Department's contractors and subcontractors.

3. Procedure. Prior to the use of any online educational service under the terms of an online services agreement or contract by the District or any District school, the following steps shall be completed:
  - a. Designate a person or persons responsible for the review and approval of online educational services that are required for students to use.
  - b. Review the online educational service's terms of service and privacy policy to ensure compliance with state and federal privacy laws, including FERPA and its implementing regulations, the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. ss. 6501-6506, and Section 1002.22, F.S.
  - c. If student PII will be collected by the online educational service, the Superintendent shall establish procedures for notifying parents and eligible students of information that will be collected, how it will be used, when and how it will be destroyed, and the terms of re-disclosure, if any.
4. Prohibition Against Disclosure of Student PII. Any agreement for online educational services shall contain an express prohibition against sharing or selling a student's PII for commercial purposes without providing parents a means to either consent or disapprove. However, this disclosure prohibition does not prevent the purchase, merger, or other type of acquisition of a third-party provider or online educational service by another entity, provided that the successor entity continues to be subject to the provisions of this rule with respect to previously acquired PII.
5. Notice. For any online educational service that a student is required to use, the District will provide notice on its website of the PII information that may be collected, how it will be used, when it will be destroyed and the terms of re-disclosure. This notice will include a link to the online educational service's terms of service and privacy policy, if publicly available.
6. Compliance. Pursuant to this rule, any online educational service provided through a third-party vendor or third-party service provider must be approved by the School Board or its designee under School Board Rule 7.14.
7. Parent/Guardian Notice. Students shall only use School Board approved online educational services on District provided devices. Student use of any non-approved online educational service on District devices is prohibited and may result in disciplinary proceedings. The use of any non-approved online educational service on district provided devices may result in the students PII being disclosed and not protected.

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**STATUTORY AUTHORITY:** 1001.41, 1001.42, 1001.43, F.S.

**LAW(S) IMPLEMENTED:** 1001.22; 1001.21; F.S.  
20 U.S.C. s. 1232g(a)(4); 15 U.S.C. ss. 6501-6506  
34 CFR §99.3;  
F.A.C. § 6A-1.0955

**HISTORY:** ADOPTED:11/14/23