



Metropolitan Nashville Public Schools

Student Software Usage Parent Agreement

This document will address privacy and security considerations relating to computer software, mobile applications (apps), and web-based tools provided by a third-party to a school or district that students and/or their parent's access via the Internet and use as part of a school activity.

The Family Educational Rights and Privacy Act (FERPA) (see 20 U.S.C. § 1232g and 34 CFR Part 99) protects personally identifiable information (PII) from students' education records from unauthorized disclosure. FERPA defines education records as "records that are: (1) directly related to a student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution" (see 34 CFR § 99.3 definition of "education record"). In some cases, the "Terms of Service" (TOS) agreed to by the school or district, prior to using the online educational services, may contain all of the necessary legal provisions governing access, use, and protection of the data, and thus may be sufficient to legally bind the provider to terms that are consistent with these direct control requirements.

On occasion, providers may seek to use the student information they receive or collect through online educational services for other purposes than that for which they received the information, Like marketing new products or services to the student, targeting individual students with directed advertisements, or selling the information to a third party. If the school or district has shared information under FERPA's school official exception, however, the provider cannot use the FERPA-protected information for any other purpose than the purpose for which it was disclosed. Any PII from students' education records that the provider receives under FERPA's school official exception may only be used for the specific purpose for which it was disclosed (i.e., to perform the outsourced institutional service or function, and the school or district must have direct control over the use and maintenance of the PII by the provider receiving the PII). Further, under FERPA's school official exception, the provider may not share (or sell) FERPA-protected information, or re-use it for any other purposes, except as directed by the school or district and as permitted by FERPA.

By submitting this form, I have reviewed the Terms of Service or Terms of Use for the software use my child(ren)'s will use, for educational purposes, in the Metropolitan Nashville Public Schools (MNPS). I understand, in the interest of security, MNPS will be as transparent as possible with parents and students about how the school or district collects, shares, protects, and uses student data and that, at all times, protect any information garnered through educational software. By signing this agreement, I, as parent/guardian, have read and understand the Terms of Service", "Terms of Use", or "Use Agreement" at <http://mnps.idlearningtech.org/student-privacy-documentation-ferpa>



I am at least eighteen (18) years of age and able to be legally bound by the terms of this Agreement;

I approve the use of (**Educator must include specific titles/applications below**):

_____ Software

_____ Software

_____ Software

_____ Software

in the educational activities of my child(ren) and I understand that Page 2 of this agreement must be fully executed (completed and signed) in order for my child(ren) to be authorized to use the aforementioned software.

All information is required

Parent/Guardian First & Last Name _____

Student Name _____

Email Address _____

Address _____

City _____ State _____ Zip _____

Home Telephone _____

Cell Phone Number _____

Parent/Guardian Signature _____ Date _____

____ I do not have access to the internet, cannot review the "Terms of Service", "Terms of Use", or "Use Agreement", and am requesting a copy for my review.