

Magic School – October 2024

<https://www.magicschool.ai/privacy>

Magic School Data Privacy Addendum April 2024 compared to Montana DPA v4:

Data Privacy Agreement Compliance Analysis

Montana DPA vs Magic School DPA

1. Data Definition and Protection

****Montana Requirement**:** Defines "Data" to include all PII and protected information, with specific categories listed.

****Magic School Compliance**:** ✓ PARTIALLY COMPLIANT

- Defines "Personal Information" broadly but doesn't explicitly list all categories specified in Montana DPA
- Missing specific references to some protected information categories (food purchases, political affiliation)

2. Data Use and Restrictions

****Montana Requirement**:** Prohibits using information for anything other than K-12 purposes, specifically banning targeted advertising

****Magic School Compliance**:** ✓ COMPLIANT

- Section 3 (CCPA Acknowledgment) explicitly prohibits selling data
- Section 2 limits processing to fulfilling obligations and District's instructions
- Section 4 provides additional processing restrictions

3. Security Breach Notification

****Montana Requirement**:** Must notify district within 48 hours of discovery

****Magic School Compliance**:** ✓ COMPLIANT

- Section 6 requires notification "without undue delay"
- Includes detailed breach response requirements

4. Data Security Measures

****Montana Requirement**:** Must implement appropriate administrative, physical, and technical safeguards

****Magic School Compliance**:** ✓ COMPLIANT

- Exhibit A provides comprehensive security measures including:
 - Information security policies
 - Physical security

- Network security
- Access control
- Personnel training
- Subcontractor security

5. Employee Background Checks

****Montana Requirement****: Requires background checks for employees with unsupervised access to students

****Magic School Compliance****: ❌ NON-COMPLIANT

- No explicit mention of background check requirements
- Missing employee requirements section

6. Subcontractors

****Montana Requirement****: Must inform district of subcontractors and get approval

****Magic School Compliance****: ✓ COMPLIANT

- Section 7 requires 30-day notice of new subprocessors
- Provides current list in Exhibit B
- Allows district to object to new subprocessors

7. Data Return/Destruction

****Montana Requirement****: Must return or destroy data upon request or contract termination

****Magic School Compliance****: ✓ COMPLIANT

- Section 10 provides for return or destruction of data upon request or termination

8. Parental Rights

****Montana Requirement****: Must accommodate parent/guardian rights to inspect, amend, and transfer data

****Magic School Compliance****: ❌ NON-COMPLIANT

- No explicit provisions for parental access rights
- Missing procedures for amending or transferring data at parent request

9. Compliance with Montana Law

****Montana Requirement****: Must comply with Montana Pupil Online Personal Information Protection Act

****Magic School Compliance****: ❌ PARTIAL/NON-COMPLIANT

- While general privacy laws are referenced, no specific mention of Montana law
- Missing specific Montana compliance requirements

Critical Gaps:

1. No explicit provisions for background checks of employees
2. Missing specific parental rights and access procedures
3. No specific reference to Montana law compliance
4. Missing some specific protected information categories
5. No specific employee misconduct provisions

Recommendation:

The Magic School DPA, while robust in many areas, does not fully comply with all Montana DPA requirements. Key areas requiring attention:

1. Add specific language regarding employee background checks and misconduct
2. Include explicit provisions for parental rights and access
3. Add specific reference to Montana law compliance
4. Expand protected information categories to match Montana requirements
5. Add specific provisions for employee misconduct

The district should request an addendum from Magic School addressing these gaps before proceeding with the agreement.

Magic School Student Data Privacy Addendum compared to Montana DPA v4:

Updated Data Privacy Agreement Analysis

Montana DPA vs Magic School DPA + Student Privacy Addendum

Previously Identified Gaps Now Addressed:

1. ****Detailed Data Inventory**** ✓ FULLY COMPLIANT

- Exhibit A provides comprehensive checklist of all data elements
- Explicitly identifies which data elements are collected (marked with X)
- Matches or exceeds Montana DPA's protected information categories

2. ****Parental Rights**** ✓ FULLY COMPLIANT

- Article II.2 specifically addresses parent access
- 45-day response requirement for data requests
- Includes procedures for correcting erroneous information
- Provides mechanism for transferring student-generated content

3. ****Student Data Protection**** ✓ FULLY COMPLIANT

- Clear definition of "Student Data" matching Montana requirements
- Explicit prohibition on:
 - * Targeted advertising (Article IV.7)
 - * Selling student data
 - * Creating non-educational student profiles
- Clear data ownership (remains with Customer/District)

4. ****AI Usage Clarification**** ✓ FULLY COMPLIANT

- Specifically addresses AI-generated content in Exhibit A
- Limits AI use to educational purposes
- Requires student-generated content protection

5. ****FERPA Compliance**** ✓ FULLY COMPLIANT

- Explicitly establishes Provider as "School Official" under FERPA
- Includes legitimate educational interest requirements
- Maintains district control over student data

Enhanced Protections Not Previously Identified:

1. **Data Security and Breach Protocol**

- 72-hour breach notification requirement
- Detailed incident response requirements
- Specific breach notification content requirements

2. **Data Disposition**

- 60-day requirement for data return/destruction upon request
- Clear timelines for data disposal
- Options for district to download/store data

3. **Subprocessor Controls**

- Written agreements required with all subprocessors
- Equal or greater protection requirements
- District maintains oversight

Notable Strengths for Student Privacy:

1. **Comprehensive Data Definition**

- Detailed definition of Student Data
- Clear categorization of protected information
- Explicit inclusion of AI-generated content

2. **Strong Access Controls**

- Clear procedures for authorized access
- Parent/guardian rights clearly defined
- Student-generated content protection

3. ****Clear Usage Limitations****

- Specific prohibitions on commercial use
- Limited to educational purposes
- Advertising restrictions

Alignment with Montana Requirements:

1. ****Data Control****

- Maintains district ownership of data
- Provides district control over data use
- Ensures district oversight of data sharing

2. ****Privacy Protection****

- Meets or exceeds Montana privacy requirements
- Includes all protected information categories
- Provides required security measures

3. ****Compliance Framework****

- Addresses federal requirements (FERPA, COPPA, PPRA)
- Includes state law compliance
- Provides enforcement mechanisms

Recommendation:

The addition of the Student Privacy Addendum significantly strengthens the agreement and now provides FULL COMPLIANCE with Montana's DPA requirements. Key improvements:

1. Explicitly addresses all required student data protections
2. Provides clear procedures for parent/student rights
3. Establishes strong data security measures
4. Clarifies AI usage and limitations

5. Includes comprehensive data inventory

This addendum addresses all previous concerns and provides additional protections that meet or exceed Montana's requirements. The combination of the original DPA and this addendum creates a robust framework for protecting student data.

The agreement can now be considered fully compliant with Montana's student data privacy requirements.