Behavior Data Vendor Privacy Review Checklist

The same written questions for every behavior data software vendor

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Behavior records describe students on their hardest days, so they deserve more than a generic software review. Send these questions to every vendor you are considering, ask for written answers, and note which document supports each one. This checklist supports your district's review and is not legal advice.

Legal Basis and Contract

- [ ] Agreement names the vendor as a school official performing a function we would otherwise use employees for
- [ ] Agreement places the vendor under our direct control for use and maintenance of education records
- [ ] Use and redisclosure of student records are limited to providing the service to us
- [ ] Vendor cannot change terms without notice to us
- [ ] Vendor will sign our district agreement or our state's National Data Privacy Agreement version (redlines in writing)
- [ ] Signed agreement takes precedence over click-through terms

A statement that a product is FERPA compliant is a starting point. Ask where the agreement shows each condition.

Children's Privacy and State Law

- [ ] Vendor states whether children ever use the product directly (student logins, self-monitoring screens, surveys)
- [ ] If children use it: what is collected from them and that it is used only for the school's purpose
- [ ] Vendor's written data retention policy for children's information is available
- [ ] Our state's student privacy law and agreement template have been checked
- [ ] Any required public posting of the agreement is assigned to someone

The FTC's April 2025 COPPA amendments did not codify school authorization. Ask your counsel how COPPA applies to your use.

Where the Data Goes

- [ ] Published subprocessor list with each provider's purpose
- [ ] How we are notified of subprocessor changes, and whether we can object
- [ ] Where data is stored and processed, including by subprocessors
- [ ] Written answer: is student data used to train AI models?
- [ ] Which provider processes data for AI features, whether names are removed first, and where that does not apply
- [ ] AI features can be turned off for our district, and AI output is labeled for professional review

Who Can See It

- [ ] Encryption in transit and at rest, with the scope described in writing
- [ ] Which vendor employees can reach customer data, and under what conditions

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- [ ] Access limited by role and to assigned students for paras and other staff
- [ ] Substitute access can be time-limited and ends on its own
- [ ] Departing staff can be removed the same day
- [ ] Administrators can view and export who viewed, edited, or exported a student's records, including vendor support staff

Incidents and Contract End

- [ ] What counts as an incident, how fast we are notified, and what information we receive
- [ ] Who notifies families, and how breach costs are divided
- [ ] Export format for a complete student record that we can read without the vendor's software
- [ ] Deletion or de-identification timeline after termination, including backups, with exceptions stated
- [ ] A single student's records can be deleted on request, with written confirmation

Ask about the exit before you sign. It is much harder to negotiate after the data is in.

Parent Access Requests

- [ ] One student's complete record, including notes and attachments, can be exported on short notice
- [ ] Vendor routes any parent request it receives directly to the district
- [ ] A district staff member is named to receive, log, and answer records requests
- [ ] Our response timeline accounts for the vendor's export time and any upcoming IEP meeting

Vendor answers, the document that supports each one, and who follows up

Classroom Pulse's answers, in writing

Our data processing agreement, subprocessor list, state addenda, and security practices are published in the Trust Center.

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