

## Student Data Privacy and Protection

### PRIVACY AND PROTECTION OF CONFIDENTIAL STUDENT INFORMATION

Community Leadership Academy, Inc. (CLA) is committed to protecting the confidentiality of student information obtained, created and/or maintained by the organization. Student privacy and the school's use of confidential student information are protected by federal and state law, including the Family Educational Rights and Privacy Act (FERPA) and the Colorado Student Data Transparency and Security Act (the Act). The Governing Board directs school personnel to manage its student data privacy, protection and security obligations in accordance with this policy and applicable law.

The scope of this policy is limited to a "school service", as such term is defined in the Colorado Student Data Transparency and Security Act (Act) and this policy.

#### I. Definitions

- (a) "Student education records" are those records that relate directly to a student. Student education records may contain, but not necessarily be limited to, the following information: identifying data; academic work completed; level of achievement (grades, standardized achievement test scores); attendance data; scores on standardized intelligence, aptitude and psychological tests; interest inventory results; health and medical information; family background information; teacher or counselor ratings and observations; reports of serious or recurrent behavior patterns and any Individualized Education Program (IEP).
- (b) "Student personally identifiable information" or "student PII" means information that, alone or in combination, personally identifies an individual student or the student's parent or family, and that is collected, maintained, generated, or inferred by the school, either directly or through a school service, or by a school service contract provider or school service on-demand provider.
- (c) "Security breach" means the unauthorized disclosure of student education records or student PII by a third party.

- (d) The following terms used in this policy shall be as defined by the Act: “school service,” “school service contract provider” and “school service on-demand provider.”
- (e) “school” refers to Community Leadership Academy State Charter School serving grades PK-5, Victory Preparatory Academy Middle State Charter School serving grades 6-8, and Victory Preparatory Academy High State Charter School serving grades 9-12.

**II. Access, Collection, and Sharing Within the School.**

Community Leadership Academy, Inc. shall follow applicable law and Governing Board policy in the school’s access to, collection of, and sharing of student education records.

Employees shall ensure that confidential information in student education records is disclosed within the school only to officials who have a legitimate educational interest, in accordance with applicable law and Governing Board policy.

**III. Outsourcing and Disclosure to Third Parties**

School employees shall ensure that student education records are disclosed to persons and organizations outside the school only as authorized by applicable law and Board policy. The term “organizations outside the school” includes school service on-demand providers and school service contract providers.

Any contract between the organization and a school service contract provider shall include the provisions required by the Act, including provisions that require the school service contract provider to safeguard the privacy and security of student PII and impose penalties on the school service contract provider for noncompliance with the contract.

In accordance with the Act, Community Leadership Academy, Inc. shall post the following on its website:

- a list of the school service contract providers that it contracts with and a copy of each contract; and

- to the extent practicable, a list of the school service on-demand providers that the school uses.
- A notice to services providers that, if the school ceases using or refuses to use a school service provider because the provider does not substantially comply with its own privacy policy or does not meet the requirements specified in sections Colo. Rev. Stats. §§ 22-16-109(2) and 22-16110(1), the school will post on its website the name of the provider, with any written response that the provider may submit. The school will also notify the Colorado Department of Education.

CLA supports certain research studies of benefit to the school and/or education in general. Research proposals are vetted by the school under established criteria, taking into consideration this policy and applicable law.

#### **IV. Privacy and security standards**

CLA shall maintain an authentication and authorization process to track and periodically audit the security and safeguarding of student education records.

#### **V. Security breach or other unauthorized disclosure**

Employees who disclose student education records in a manner inconsistent with applicable law and Governing Board policy may be subject to disciplinary action, up to and including termination from employment. Any discipline imposed shall be in accordance with applicable law and Board policy.

Employee concerns about a possible security breach shall be reported immediately to Administration. If an administrator is the person alleged to be responsible for the security breach, the staff member shall report the concern to the Chief Executive Officer or the Governing Board President.

When the school determines that a school service contract provider has committed a material breach of its contract with the school, and that such material breach involves the misuse or

unauthorized release of student PII, the school shall follow this policy's accompanying regulation in addressing the material breach.

Nothing in this policy or its accompanying regulation shall prohibit or restrict the school from terminating its contract with the school service contract provider, as deemed appropriate by the school and in accordance with the contract and the Act.

**VI. Data Retention and Destruction**

CLA shall retain and destroy student education records in accordance with applicable law and Board policy.

**VII. Staff Training**

CLA shall provide periodic in-service training to appropriate district employees to inform them of their obligations under applicable law and Board policy concerning the confidentiality of student education records.

**VIII. Parent/Guardian Complaints**

In accordance with this policy's accompanying regulation, a parent/guardian of a school student may file a written complaint with the school if the parent/guardian believes the school has failed to comply with the Act.

**IX. Oversight, Audits and Review**

Building administrators shall be responsible for ensuring compliance with this policy and its required privacy and security standards.

CLA's practices with respect to student data privacy and the implementation of this policy shall be periodically audited by Administration, General Counsel, or designee.

A privacy and security analysis shall be performed by the school on an annual basis. Such analysis shall include a review of existing user access to and the security of student education records and student PII.

Administration shall annually review this policy and accompanying regulation to ensure it remains current and adequate to protect the confidentiality of student education records in light of advances in data technology and dissemination. Administration shall recommend revisions to this policy and/or accompanying regulation as deemed appropriate or necessary.

**X. Compliance with Governing Law and Board Policy**

In the event this policy or accompanying regulation does not address a provision in applicable state or federal law, or is inconsistent with or in conflict with applicable state or federal law, the provisions of applicable state or federal law shall control.

**LEGAL REFS.:**

- 15 U.S.C. 6501 *et seq.* (*Children’s Online Privacy Protection Act*) 20 U.S.C. 1232g (*Family Educational Rights and Privacy Act*)
- 20 U.S.C. 1232h (*Protection of Pupil Rights Amendment*)
- 20 U.S.C. 1415 (*IDEIA procedural safeguards, including parent right to access student records*)
- 20 U.S.C. 8025 (*access to student information by military recruiters*)
- 34 C.F.R. 99.1 *et seq.* (*FERPA regulations*)
- 34 C.F.R. 300.610 *et seq.* (*IDEIA regulations concerning confidentiality of student education records*)
- C.R.S. 19-1-303 and 304 (*records and information sharing under Colorado Children’s Code*)
- C.R.S. 22-1-123 (*school shall comply with FERPA and federal law on protection of pupil rights*)
- C.R.S. 22-16-101 *et seq.* (*Student Data Transparency and Security Act*) C.R.S. 22-16-107 (2)(a) (*policy required regarding public hearing to discuss a material breach of contract by school service contract provider*)
- C.R.S. 22-16-107 (4) (*policy required regarding student information privacy and protection*)
- C.R.S. 22-16-112 (2)(a) (*policy required concerning parent complaints and opportunity for hearing*)
- C.R.S. 24-72-204 (3)(a)(VI) (*schools cannot disclose student address and phone number without consent*)
- C.R.S. 24-72-204 (3)(d) (*information to military recruiters*)
- C.R.S. 24-72-204 (3)(e)(I) (*certain FERPA provisions enacted into Colorado Law*)
- C.R.S. 24-72-204 (3)(e)(II) (*disclosure by staff of information gained through personal knowledge or observation*)
- C.R.S. 24-80-101 *et seq.* (*State Archives and Public Records Act*)
- C.R.S. 25.5-1-116 (*confidentiality of HCPF records*)

**STUDENT INFORMATION PRIVACY AND PROTECTION (PUBLIC HEARING AND COMPLAINT PROCEDURES) CONTRACT BREACH BY SCHOOL SERVICE CONTRACT PROVIDER**

Within a reasonable amount of time after the district determines that a school service contract provider has committed a material breach of its contract with the district, and that such material breach involves the misuse or unauthorized release of student personally identifiable information, the Board shall make a decision regarding whether to terminate the district's contract with the school service contract provider in accordance with the following procedure.

The school shall notify the school service contract provider of the basis for its determination that the school service contract provider has committed a material breach of the contract and shall inform the school service contract provider of the meeting date that the Board plans to hold a public hearing to discuss the material breach.

Prior to the Board meeting during which the public hearing will be held, the school service contract provider may submit a written response to the school regarding the material breach. The Board shall hold the public hearing to discuss the nature of the material breach at a regular or special meeting.

In the public hearing, a school representative shall first be entitled to present testimony or other evidence regarding the district's findings of a material breach. The school service contract provider shall then have an opportunity to respond by presenting testimony or other evidence. If the school service contract provider is unable to attend the meeting, the Board shall consider any written response that the school service contract provider submitted to the school.

If members of the public wish to provide testimony in the public hearing regarding the alleged material breach, they shall be allowed to do so. Such testimony shall be received by the Board during the public hearing when the Board considers the alleged material breach. The Board shall not receive testimony at the time during which the public is invited to make general comments to the Board.

The Board shall decide whether to terminate the contract with the school service contract provider within 30 days of the Board meeting and shall notify the school service contract provider of its decision in writing. The Board's decision shall be final.

The school shall follow the requirements of the Student Data Transparency and Security Act (Act) in posting information to the school's website and reporting information to the Colorado Department of Education regarding service contract providers that commit a material breach of contract by improperly disclosing student personally identifiable information.

### **PARENT/GUARDIAN COMPLAINTS**

In accordance with the accompanying policy, the parent/guardian of a student may file a written complaint with an administrator or his/her designee if the parent/guardian believes the school service contract provider, or school service on-demand provider has failed to comply with the Act.

The parent/guardian's complaint shall state with specificity each of the Act's requirements that the parent/guardian believes the district, school service contract provider, or school service on-demand provider has violated and its impact on his or her child.

The parent/guardian may provide evidence to administration supporting his/her complaint in accordance with the Act.

Administration shall respond to the parent/guardian's written complaint within 30 calendar days of receiving the complaint.

Within 10 calendar days of receipt of the school's response, the parent/guardian may appeal to the Chief Executive Officer and/or Board of Directors. Such appeal must be in writing and submitted to the Chief Executive Officer or his/her designee.

The Board of Directors shall review the parent's/guardian's complaint and the school's response at a regular or special meeting. A school representative and the parent/guardian may provide testimony to the Board in the same manner as described above, but no new evidence or claims may be presented. The Board may choose to conduct the appeal in executive session to the extent permitted by law.

The Board shall make a determination regarding the parent/guardian's complaint that the school failed to comply with the Act within 60 days of the Board meeting. The decision of the Board shall be final.

This procedure shall not apply to parent/guardian concerns with his or her child's education records. If the parent/guardian files a complaint regarding his or her child's education records, the school shall follow its procedures governing access to and review of student education records, in accordance with FERPA, applicable state law and Board policy.

**GOVERNING LAW AND BOARD POLICY**

Nothing contained herein shall be interpreted to confer upon any person the right to a hearing independent of a Board policy, administrative procedure, statute, rule, regulation or agreement expressly conferring such right. The complaint and hearing procedures described in this regulation shall apply, unless the context otherwise requires and/or unless the requirements of another policy, procedure, statute, rule, regulation or agreement expressly contradicts any of these procedures, in which event the terms of the contrary policy, procedure, law, rule, regulation or agreement shall govern.

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