

New Legacy Charter School

Student Information Privacy and Protection

New Legacy Charter School's (School) Board of Directors (Board) is committed to protecting the confidentiality of student data obtained, created and/or maintained by the school. The Board directs School staff to manage its student data privacy, protection and security obligations in accordance with this policy and applicable law.

The scope of this Board 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.

Definitions

"School administrator" means the executive director or his/her designee for purposes of this policy.

"School Service" means an internet website, online service, online application, or mobile application that:

- a) Is designed and marketed primarily for use in a preschool, elementary school, or secondary school;
- b) Is used at the direction of teachers or other employees of a local education provider; and
- c) Collects, maintains, or uses student personally identifiable information.

A school service does not include an internet website, online service, online application, or mobile application that is designed and marketed for use by individuals or entities generally, even if it is also marketed to a United States preschool, elementary school or secondary school.

"School service contract provider" or "contract provider" means an entity, other than a public education entity or an institution of higher education, which enters into a formal, negotiated contract with a public education entity to provide a school service.

"School service on-demand provider" or "on-demand provider" means an entity, other than a public education entity, that provides a school service on occasion to a public education entity, subject to agreement by the public education entity, or an employee of the public education entity, to standard, non-negotiable terms and conditions of service established by the providing entity.

"Student personally identifiable information" or "student PII" means information that, alone or in combination, personally identifies an individual student or the student's parent/guardian 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.

"Security breach" means the unauthorized disclosure of student personally identifiable information by a third party.

Access, collection and sharing within the school

The School shall follow applicable law and Board policy in the school's access to, collection, and sharing of student personally identifiable information.

School employees shall ensure that confidential student personally identifiable information is disclosed within the school only to officials who have a legitimate educational interest, in accordance with applicable law and Board policy.

Outsourcing and disclosure to third parties

School employees shall ensure that student personally identifiable information is disclosed to school service contract providers and school service on-demand providers only as authorized by applicable law and Board policy.

Any contract between the School 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 personally identifiable information and impose penalties on the school service contract provider for noncompliance with the contract.

In accordance with the Act, the school 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 on-demand services providers that, if the school ceases using or refuses to use an on-demand school service provider because the on-demand service provider does not substantially comply with its own privacy policy or does not meet the requirements specified in sections 22-16-109(2), C.R.S. and 22-16-110(1), C.R.S., the school will post on its website the name of the on-demand service provider, with any written response that the on-demand provider may submit. The School will also notify the Colorado Department of Education, which will post on its website the on-demand provider's name and any written response.

Privacy and security standards

The security of student personally identifiable information maintained by the School is a high priority. The School shall maintain an authentication and authorization process to track and periodically audit the security and safeguarding of school-maintained student personally identifiable information.

Security breach or other unauthorized disclosure

Employees who disclose student personally identifiable information in a manner inconsistent with applicable law and 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 the local administrator. If the local administrator is the person alleged to be responsible for the security breach, the staff member shall report the concern to the next person in line of responsibility for that specific local administrator or to the Board.

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 personally identifiable information, 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.

Data retention and destruction

The School shall retain and destroy student personally identifiable information in accordance with applicable law and Board policy.

Staff training

The School shall provide periodic in-service trainings to appropriate NLCS employees to inform them of their obligations under applicable law and Board policy concerning the confidentiality of student personally identifiable information.

Parent/guardian complaints

In accordance with this policy's accompanying regulation, a parent/guardian of a NLCS student may file a written complaint with the School if the parent/guardian believes the School, school service contract provider, or school service on-demand provider has failed to comply with the Act.

Parent/guardian requests to amend student personally identifiable information

Parent/guardian requests to amend his or her child's personally identifiable information shall be in accordance with the School's procedures governing access to and amendment of student education records under FERPA, applicable state law and Board policy.

Oversight, audits and review

The executive director, or his/her designee, shall be responsible for ensuring compliance with this policy and its required privacy and security standards.

The School's practices with respect to student data privacy and the implementation of this policy shall be periodically audited by the executive director, or his/her designee.

A privacy and security audit shall be performed by the School on an annual basis. Such audit shall include a review of existing user access to and the security of student personally identifiable information.

The executive director, or his/her designee, shall annually review this policy and accompanying regulation to ensure it remains current and adequate to protect the confidentiality of student personally identifiable information in light of advances in data technology and dissemination. The executive director, or his/her designee, shall recommend revisions to this policy and/or accompanying regulation as deemed appropriate or necessary.

Compliance with governing law and Board policy

The School shall comply with FERPA and its regulations, the Act, and other state and federal laws governing the confidentiality of student personally identifiable information.

The School shall be entitled to take all actions and exercise all options authorized under the law.

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.

Adopted: January 11, 2018

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 – Process and Regulations
(Public Hearing and Complaint Procedures)
Contract breach by school service contract provider**

Within a reasonable amount of time after 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 personally identifiable information, the Board shall make a decision regarding whether to terminate the School’s contract with the school service contract provider in accordance with the following procedure.

1. 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.
2. 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.
3. The Board shall hold the public hearing to discuss the nature of the material breach at a regular or special meeting.
4. In the public hearing, a school representative shall first be entitled to present testimony or other evidence regarding the school’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.
5. 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.
6. 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.
7. The School shall follow the requirements of the Student Data Transparency and Security Act (Act) in posting information to the school 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 NLCS student may file a written complaint with the executive director or his/her designee if the parent/guardian believes the School, school service contract provider, or school service on-demand provider has failed to comply with the Act.

1. The parent/guardian’s complaint shall state with specificity each of the Act’s requirements that the parent/guardian believes the School, school service contract provider, or school service on-demand provider has violated and its impact on his or her child.
2. The parent/guardian may provide evidence to the executive director supporting his/her complaint in accordance with the Act.

3. The executive director, or his/her designee, shall respond to the parent/guardian's written complaint within 30 calendar days of receiving the complaint.
4. Within 10 calendar days of receipt of the School's response, the parent/guardian may appeal to the Board. Such appeal must be in writing and submitted to the executive director or his/her designee.
5. The Board 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 in page 5, paragraph 5, 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.
6. 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.
7. 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.

Adopted: January 11, 2018