

# CHÁVEZ HUERTA

## K-12 PREPARATORY ACADEMY

<b>Book</b>	CHPA Administrative Procedure Manual
<b>Section</b>	Chapter 2 General Institution
<b>Title</b>	AP 2210 Student Information: Privacy and Protection
<b>Number</b>	AP 2210 Student Information: Privacy and Protection
<b>Status</b>	Active
<b>Legal</b>	<p>Chávez/Huerta K-12 Preparatory Academy Board of Directors  Pueblo City Schools</p> <p>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 (district 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) CROSS REFS.:  BEDH, Public Participation at School Board Meetings  EHB, Records Retention</p>

GBEB, Staff Conduct (And Responsibilities)  
GBEE\*, Staff Use of the Internet and Electronic Communications  
JLDAC, Screening/Testing of Students (And Treatment of Mental Disorders)  
JRA/JRC, Student Records/Release of Information on Students  
JRCA\*, Sharing of Student Records/Information between School District and State Agencies  
JS\*, Student Use of Internet and Electronic Communications  
KLMA, Relations with Military Recruiters, Postsecondary Institutions and Prospective Employers

**Adopted**

December 12, 2017

**Last Reviewed**

December 12, 2017

**Hearing and Complaint Procedures**

**Contract Breach by School Service Contract Provider**

Within a reasonable amount of time after CHPA 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 PII, the Board shall make a decision regarding whether to terminate CHPA's contract with the school service contract provider in accordance with the following procedure.

1. CHPA 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 discuss the material breach.
2. Prior to the Board meeting, the school service contract provider may submit a written response to CHPA regarding the material breach.
3. The Board shall discuss the nature of the material breach at a regular or special meeting.
4. At the Board meeting, CHPA representative shall first be entitled to present testimony or other evidence regarding CHPA'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 CHPA.
5. If members of the public wish to speak to the Board regarding the material breach, they shall be allowed to do so, in accordance with the Board's policy on public participation at Board meetings.
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. The Board's decision shall be final.

### **Use of data - Exceptions**

This article does not prohibit the use of student personally identifiable information to:

1. Use adaptive learning or design personalized or customized education
2. Maintain, develop, support, improve, or diagnose a school service contract provider's website, online service, online application, or mobile applications.
3. Provide recommendations for school, educational, or employment purposes within a school service, so long as the response is not determined in whole or in part by payment or other consideration from a third party.
4. Respond to a student's request for information or for feedback so long as the information or response is not determined in whole or in part by payment or other consideration from a third party.
5. Identify for the student, only with the written consent of the student or the student's parent, institutions of higher education or scholarship providers that are seeking students who meet specific criteria, regardless of whether the identified institutions of higher education or scholarship providers provide consideration to the school services contract provider.
6. In accordance with the terms of the contract between the school service contract provider and a public education entity, produce and distribute, free or for consideration, student class photos and yearbooks only to the public education entity, students, parents or individuals authorized by parents; or
7. provide for the student, only with the express written consent of the student or the student's parent given in response to clear and conspicuous notice, access to employment opportunities, educational scholarships or financial aid, or postsecondary education opportunities, regardless of whether the school services contract provider receives consideration from one or more third parties in exchange for the student personally identifiable information, this exception applies

### **Parent/Guardian Complaints**

In accordance with the accompanying policy, the parent/guardian of a CHPA student may file a written complaint with the Director of Student Support Services if the parent/guardian believes CHPA has failed to comply with the Student Data Transparency and Security Act (the Act).

1. The parent/guardian's complaint shall state with specificity each of the Act's requirement that the parent/guardian believes CHPA has violated and its impact on his or her child.
2. The Director of Student Support Services or designee shall respond to the parent/guardian's written complaint within 30 calendar days of receiving the complaint.
3. Within 10 calendar days of receipt of the CHPA's response, the parent/guardian may appeal to the Board. Such appeal must be in writing and submitted to the Executive Director.
4. The Board shall review the parent's complaint and CHPA's response at a regular or special meeting. A CHPA representative and the parent/guardian may make brief statements to the Board, 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.

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

**Last Revised**

December 4, 2017