

Second Regular Session
Seventieth General Assembly
STATE OF COLORADO

REREVISED

*This Version Includes All Amendments
Adopted in the Second House*

LLS NO. 16-0458.02 Julie Pelegrin x2700

HOUSE BILL 16-1423

HOUSE SPONSORSHIP

Lundeen and Garnett,

SENATE SPONSORSHIP

Hill,

House Committees
Education

Senate Committees
Education

A BILL FOR AN ACT

101 **CONCERNING MEASURES TO MAXIMIZE TRUST IN THE USE OF STUDENT**
102 **DATA IN THE ELEMENTARY AND SECONDARY EDUCATION**
103 **SYSTEM.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://www.leg.state.co.us/billsummaries>.)

The bill adds to the existing laws pertaining to student data security by adopting additional duties that the state board of education (state board), department of education (department), and school districts, boards of cooperative services, and charter schools (LEPs) must comply with to increase the transparency and security of the student personally

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters indicate new material to be added to existing statute.
Dashes through the words indicate deletions from existing statute.

SENATE
3rd Reading Unamended
May 3, 2016

SENATE
Amended 2nd Reading
April 29, 2016

HOUSE
3rd Reading Unamended
April 14, 2016

HOUSE
Amended 2nd Reading
April 13, 2016

identifiable information (student PII) that the department and the LEPs collect and maintain. The bill imposes duties on the commercial entities that provide school services by formal contract with the department or an LEP (contract providers) and the commercial entities that an LEP or employees of an LEP choose to use without entering in a formal, negotiated contract (on-demand providers).

Applicability of bill. For provider contracts and research agreements that the department enters into or renews on or after the effective date of the bill, the department must ensure that the contract or agreement includes the restrictions and requirements pertaining to student PII and must terminate the contract or agreement if the contract provider or researcher commits a material breach of the contract involving the misuse or unauthorized release of student PII. For provider contracts that an LEP enters into or renews on or after the effective date of the bill, the LEP must ensure that the contract includes the restrictions and requirements pertaining to student PII and, if the contract provider commits a material breach of the contract involving the misuse or unauthorized release of student PII, must either terminate the contract or hold a public meeting to discuss the nature of the material breach and decide whether to terminate the contract.

State board duties. Under existing law, the state board has several duties with regard to the student PII that the department collects from LEPs. These duties include explaining the types of student PII the department collects and creating policies to protect the collected student PII. The bill does not substantively change the duties of the state board, except to require the state board to ensure that an organization that conducts research for the department is subject to the same requirements and restrictions imposed on contract providers.

Department duties. Under existing law, the department has several duties with regard to the student PII that the department collects from LEPs. The bill adds to these duties by requiring the department, before it releases student PII to a person or entity that is conducting research, to enter into an agreement with the researcher that includes the same requirements and restrictions that are included in a contract with a contract provider. The department also must maintain on its website a detailed list of the vendors, researchers, researcher organizations, and government agencies with which it has agreements for the release of student PII.

The bill requires the department to create a sample student information privacy and protection policy and sample school service provider contract language that LEPs may choose to use. The department must make training materials and, upon request, training services, available to LEPs for training employees with regard to student information security and privacy.

LEP duties. The bill requires each LEP to post on its website a list

of the student PII that the LEP collects and maintains in addition to the student PII that the LEP submits to the department. Each local education provider must post on its website a list, to the extent practicable, of the on-demand providers that the LEP or an employee of the LEP uses. The LEP must update the list twice each school year. If the LEP has evidence demonstrating that an on-demand provider does not comply with its own privacy policy or does not meet the requirements and restrictions imposed on contract providers, the LEP is encouraged to stop using the on-demand provider. The LEP must notify the on-demand provider, and the on-demand provider may submit a written statement. The LEP must publish on its website a list of the on-demand providers that it stops using, with any written statements it receives, and notify the department when it stops using an on-demand provider for privacy reasons. The department must post on its website a list of the on-demand providers that LEPs stop using for privacy reasons and any written statements from on-demand providers.

Each LEP must adopt a student information privacy and protection policy, make copies available to parents upon request, and post the policy on its website.

Contract provider duties. Each contract provider must provide clear information concerning the student PII it collects and how it uses and shares the student PII. The contract provider must provide the information to the department and each LEP (public education entity) with which it contracts and post the information on its website. Each contract provider must help an LEP access and correct any factually inaccurate student PII that the contract provider holds. A contract provider may collect and use student PII only for the purposes authorized by the contract and must obtain parental consent to use a student's data in a manner that is inconsistent with the contract.

A contract provider cannot sell student PII; use or share student PII for use in targeted advertising; or use student PII to create a profile, except for purposes authorized by the contracting public education entity or with parental consent. A contract provider may use student PII for specified purposes. A contract provider may share student PII with a subcontractor, and a subcontractor may share with a subsequent subcontractor, only if the subcontractor or subsequent subcontractor is, by contract, subject to the restrictions and limitations imposed on the contract provider. If a subcontractor commits a material breach that involves the misuse or unauthorized release of student PII, the public education entity must terminate the contract with the contract provider unless the contract provider terminates the contract with the subcontractor.

Each contract provider must maintain a comprehensive information security program and must destroy student PII at the request of a contracting public education entity, unless the student's parent

consents to retaining the student PII or the student has transferred to another public education entity that requests retention of the student PII. Each contract provider must destroy all student PII in accordance with the terms of the contract.

The bill describes some ways in which a contract provider may use student PII that are exceptions to the restrictions in the bill.

Parents' rights. The bill recognizes a parent's right to inspect and review his or her child's student PII; to request a paper or electronic copy of his or her child's student PII; and to request corrections to factually inaccurate student PII that an LEP maintains.

The governing board of each LEP must adopt a policy for hearing complaints from parents concerning the LEP's compliance with the bill.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, **add with amended**
3 **and relocated provisions** article 16 to title 22 as follows:

4 **ARTICLE 16**

5 **Student Data Transparency and Security**

6 **22-16-101. Short title.** THE SHORT TITLE OF THIS ARTICLE IS THE
7 "STUDENT DATA TRANSPARENCY AND SECURITY ACT".

8 **22-16-102. Legislative declaration.** THE GENERAL ASSEMBLY
9 RECOGNIZES THAT, WITH THE INCREASING USE OF TECHNOLOGY IN
10 EDUCATION, IT IS IMPERATIVE THAT INFORMATION THAT IDENTIFIES
11 INDIVIDUAL STUDENTS AND THEIR FAMILIES IS VIGILANTLY PROTECTED
12 FROM MISAPPROPRIATION AND MISUSE THAT COULD HARM STUDENTS OR
13 THEIR FAMILIES. THE GENERAL ASSEMBLY ALSO FINDS, HOWEVER, THAT
14 THERE ARE MANY POSITIVE WAYS IN WHICH A STUDENT'S PERSONALLY
15 IDENTIFIABLE INFORMATION MAY BE USED TO IMPROVE THE QUALITY OF
16 THE EDUCATION THE STUDENT RECEIVES AND TO POSITIVELY IMPACT THE
17 EDUCATIONAL AND CAREER OUTCOMES THAT THE STUDENT ACHIEVES.
18 THE GENERAL ASSEMBLY FINDS, THEREFORE, THAT STUDENT DATA CAN BE
19 BOTH PROTECTED AND POSITIVELY APPLIED BY INCREASING THE LEVEL OF

1 TRANSPARENCY REGARDING, AND SPECIFYING AND ENFORCING
2 LIMITATIONS ON, THE COLLECTION, USE, STORAGE, AND DESTRUCTION OF
3 STUDENT DATA.

4 **22-16-103. [Formerly 22-2-309 (2)] Definitions.** As used in this
5 ~~section~~ ARTICLE, unless the context otherwise requires:

6 (a) (1) "Aggregate data" means data collected and reported at the
7 group, cohort, or institutional level THAT IS AGGREGATED USING
8 PROTOCOLS THAT ARE EFFECTIVE FOR PRESERVING THE ANONYMITY OF
9 EACH INDIVIDUAL INCLUDED IN THE DATA.

10 (b) ~~"Data system" means the Colorado state department of
11 education student data system.~~

12 (2) "DEPARTMENT" MEANS THE DEPARTMENT OF EDUCATION
13 CREATED AND EXISTING PURSUANT TO SECTION 24-1-115, C.R.S.

14 (3) "DESTROY" MEANS TO REMOVE STUDENT PERSONALLY
15 IDENTIFIABLE INFORMATION SO THAT IT IS PERMANENTLY IRRETRIEVABLE
16 IN THE NORMAL COURSE OF BUSINESS.

17 (4) "LOCAL EDUCATION PROVIDER" MEANS A SCHOOL DISTRICT, A
18 CHARTER SCHOOL AUTHORIZED BY A SCHOOL DISTRICT PURSUANT TO PART
19 1 OF ARTICLE 30.5 OF THIS TITLE, A CHARTER SCHOOL AUTHORIZED BY THE
20 STATE CHARTER SCHOOL INSTITUTE PURSUANT TO PART 5 OF ARTICLE 30.5
21 OF THIS TITLE, OR A BOARD OF COOPERATIVE SERVICES CREATED AND
22 OPERATING PURSUANT TO ARTICLE 5 OF THIS TITLE THAT OPERATES ONE
23 OR MORE PUBLIC SCHOOLS.

24 (5) "PARENT" MEANS A STUDENT'S BIOLOGICAL OR ADOPTIVE
25 PARENT OR THE STUDENT'S LEGAL GUARDIAN.

26 (c) ~~"Personally identifiable data" means a dataset that is linked to
27 a specific student or the student's parent or legal guardian and that would~~

1 ~~allow a reasonable person in the school community, who does not have~~
2 ~~knowledge of the relevant circumstances, to identify the student, parent,~~
3 ~~or legal guardian with reasonable certainty.~~

4 (6) "PUBLIC EDUCATION ENTITY" MEANS THE DEPARTMENT, A
5 LOCAL EDUCATION PROVIDER, THE STATE CHARTER SCHOOL INSTITUTE
6 ESTABLISHED IN SECTION 22-30.5-503, OR A PUBLIC SCHOOL.

7 (7) (a) "SCHOOL SERVICE" MEANS AN INTERNET WEBSITE, ONLINE
8 SERVICE, ONLINE APPLICATION, OR MOBILE APPLICATION THAT:

9 (I) IS DESIGNED AND MARKETED PRIMARILY FOR USE IN A
10 PRESCHOOL, ELEMENTARY SCHOOL, OR SECONDARY SCHOOL;

11 (II) IS USED AT THE DIRECTION OF TEACHERS OR OTHER
12 EMPLOYEES OF A LOCAL EDUCATION PROVIDER; AND

13 (III) COLLECTS, MAINTAINS, OR USES STUDENT PERSONALLY
14 IDENTIFIABLE INFORMATION.

15 (b) "SCHOOL SERVICE" DOES NOT INCLUDE AN INTERNET WEBSITE,
16 ONLINE SERVICE, ONLINE APPLICATION, OR MOBILE APPLICATION THAT IS
17 DESIGNED AND MARKETED FOR USE BY INDIVIDUALS OR ENTITIES
18 GENERALLY, EVEN IF IT IS ALSO MARKETED TO A UNITED STATES
19 PRESCHOOL, ELEMENTARY SCHOOL, OR SECONDARY SCHOOL.

20 (8) "SCHOOL SERVICE CONTRACT PROVIDER" OR "CONTRACT
21 PROVIDER" MEANS AN ENTITY, OTHER THAN A PUBLIC EDUCATION ENTITY
22 OR AN INSTITUTION OF HIGHER EDUCATION, THAT ENTERS INTO A FORMAL,
23 NEGOTIATED CONTRACT WITH A PUBLIC EDUCATION ENTITY TO PROVIDE
24 A SCHOOL SERVICE.

25 (9) "SCHOOL SERVICE ON-DEMAND PROVIDER" OR "ON-DEMAND
26 PROVIDER" MEANS AN ENTITY, OTHER THAN A PUBLIC EDUCATION ENTITY,
27 THAT PROVIDES A SCHOOL SERVICE ON OCCASION TO A PUBLIC EDUCATION

1 ENTITY, SUBJECT TO AGREEMENT BY THE PUBLIC EDUCATION ENTITY, OR
2 AN EMPLOYEE OF THE PUBLIC EDUCATION ENTITY, TO STANDARD,
3 NON-NEGOTIABLE TERMS AND CONDITIONS OF SERVICE ESTABLISHED BY
4 THE PROVIDING ENTITY.

5 (10) "SMALL RURAL SCHOOL DISTRICT" MEANS A SCHOOL DISTRICT
6 THAT THE DEPARTMENT IDENTIFIES AS RURAL, BASED ON THE GEOGRAPHIC
7 SIZE OF THE SCHOOL DISTRICT AND THE DISTANCE OF THE SCHOOL
8 DISTRICT FROM THE NEAREST LARGE, URBANIZED AREA, AND THAT
9 ENROLLS FEWER THAN ONE THOUSAND STUDENTS IN KINDERGARTEN
10 THROUGH TWELFTH GRADE.

11 ~~(d) "State-assigned statewide student identifier" means the unique~~
12 ~~student identifier assigned by the department to each student that must~~
13 ~~neither be nor include the social security number of a student in whole or~~
14 ~~in sequential part.~~

15 (11) "STATE BOARD" MEANS THE STATE BOARD OF EDUCATION
16 CREATED IN SECTION 1 OF ARTICLE IX OF THE STATE CONSTITUTION.

17 ~~(e) (I) "Student data" means data that is collected and stored by~~
18 ~~the department at the individual student level and included in a student's~~
19 ~~educational record.~~

20 ~~(H) "Student data" includes:~~

21 ~~(A) State-administered assessment results, including participation~~
22 ~~information;~~

23 ~~(B) Courses taken and completed, credits earned, and other~~
24 ~~transcript information;~~

25 ~~(C) Course grades and grade point average;~~

26 ~~(D) Grade level and expected graduation year;~~

27 ~~(E) Degree, diploma, credential attainment, or other school exit~~

1 information;

2 (F) ~~Attendance and mobility information between and within~~
3 ~~Colorado school districts;~~

4 (G) ~~Special education data and special education discipline reports~~
5 ~~limited to objective information that is sufficient to produce the federal~~
6 ~~Title IV annual incident report;~~

7 (H) ~~Date of birth, full name, gender, race, and ethnicity; and~~

8 (I) ~~Program participation information required by state or federal~~
9 ~~law.~~

10 (12) "STUDENT DATA SYSTEM" MEANS THE COLORADO
11 DEPARTMENT OF EDUCATION STUDENT DATA COLLECTION SYSTEM.

12 (13) "STUDENT PERSONALLY IDENTIFIABLE INFORMATION" MEANS
13 INFORMATION THAT, ALONE OR IN COMBINATION, PERSONALLY IDENTIFIES
14 AN INDIVIDUAL STUDENT OR THE STUDENT'S PARENT OR FAMILY, AND
15 THAT IS COLLECTED, MAINTAINED, GENERATED, OR INFERRED BY A PUBLIC
16 EDUCATION ENTITY, EITHER DIRECTLY OR THROUGH A SCHOOL SERVICE,
17 OR BY A SCHOOL SERVICE CONTRACT PROVIDER OR SCHOOL SERVICE
18 ON-DEMAND PROVIDER.

19 (14) "TARGETED ADVERTISING" MEANS SELECTING AND SENDING
20 ADVERTISEMENTS TO A STUDENT BASED ON INFORMATION OBTAINED OR
21 INFERRED OVER TIME FROM THE STUDENT'S ONLINE BEHAVIOR, USE OF
22 APPLICATIONS, OR PERSONALLY IDENTIFIABLE INFORMATION. "TARGETED
23 ADVERTISING" DOES NOT INCLUDE:

24 (a) ADVERTISING TO A STUDENT:

25 (I) AT AN ONLINE LOCATION BASED ON THE STUDENT'S CURRENT
26 VISIT TO THAT LOCATION OR IN RESPONSE TO THE STUDENT'S REQUEST FOR
27 INFORMATION OR FEEDBACK; AND

1 (II) WITHOUT THE COLLECTION AND RETENTION OF A STUDENT'S
2 ONLINE ACTIVITIES OVER TIME;

3 (b) ADAPTIVE LEARNING, PERSONALIZED LEARNING, OR
4 CUSTOMIZED EDUCATION; OR

5 (c) WITH THE CONSENT OF A STUDENT OR THE STUDENT'S PARENT,
6 USING THE STUDENT'S PERSONALLY IDENTIFIABLE INFORMATION TO
7 IDENTIFY FOR THE STUDENT INSTITUTIONS OF HIGHER EDUCATION OR
8 SCHOLARSHIP PROVIDERS THAT ARE SEEKING STUDENTS WHO MEET
9 SPECIFIC CRITERIA.

10 (15) "UNIQUE STUDENT IDENTIFIER" MEANS THE NUMBER
11 ASSIGNED BY THE DEPARTMENT PURSUANT TO SECTION 22-16-105 (1) TO
12 EACH STUDENT ENROLLED IN A PUBLIC SCHOOL.

13 (16) "VENDOR" MEANS A BUSINESS OR OTHER ORGANIZATION WITH
14 WHICH A PUBLIC EDUCATION ENTITY CONTRACTS FOR A PRODUCT OR
15 SERVICE. "VENDOR" INCLUDES A SCHOOL SERVICE CONTRACT PROVIDER.

16 **22-16-104. [Formerly 22-2-309 (3)] State board of education**
17 **- duties - rules.** (1) The state board shall:

18 (a) Create, publish, and make publicly available a data inventory
19 and dictionary or index of data elements with definitions of individual
20 student data fields ~~currently~~ used in the student data system including:

21 (I) Individual student ~~data~~ PERSONALLY IDENTIFIABLE
22 INFORMATION that school districts and PUBLIC schools are required to
23 report by state and federal education mandates; and

24 (II) Individual student ~~data~~ PERSONALLY IDENTIFIABLE
25 INFORMATION that is proposed for inclusion in the student data system
26 with a statement regarding the purpose or reason for the proposed
27 collection AND THE USE OF THE COLLECTED DATA;

1 (b) Develop, publish, and make publicly available policies and
2 procedures to comply with the federal "Family Educational Rights and
3 Privacy Act of 1974", 20 U.S.C. sec. 1232g, and other relevant privacy
4 laws and policies, including but not limited to policies that restrict access
5 to student personally identifiable ~~data~~ INFORMATION in the student data
6 system to:

7 (I) The authorized staff of the department that require access to
8 perform assigned or contractual duties, including staff and contractors
9 from the office of information and technology that are assigned to the
10 department;

11 (II) The department's contractors that require access to perform
12 assigned or contractual duties that comply with the requirements specified
13 ~~by~~ IN paragraph (g) of this ~~subsection (3)~~ SUBSECTION (1);

14 (III) School district administrators, teachers, and school personnel
15 who require access to perform assigned duties;

16 (IV) Students and their parents; and

17 (V) The authorized staff of other state agencies, including public
18 institutions of higher education, as required by law or defined by
19 interagency data-sharing agreements;

20 (c) Develop user-friendly information for the public related to the
21 department's data-sharing agreements THAT IS POSTED ON THE
22 DEPARTMENT'S WEBSITE AS PROVIDED IN SECTION 22-16-105 (4);

23 (d) Develop a detailed data security plan that includes:

24 (I) ~~Guidelines~~ GUIDANCE for authorizing access to the student
25 data system and to individual student ~~data~~ PERSONALLY IDENTIFIABLE
26 INFORMATION, including ~~guidelines~~ GUIDANCE for authenticating
27 authorized access;

- 1 (II) Privacy compliance standards;
- 2 (III) Privacy and security audits;
- 3 (IV) Security breach planning, notice, and procedures;
- 4 (V) ~~Data~~ STUDENT PERSONALLY IDENTIFIABLE INFORMATION
- 5 retention and ~~disposition~~ DESTRUCTION policies, which must include
- 6 specific ~~criteria~~ REQUIREMENTS for identifying when and how the ~~data~~
- 7 STUDENT PERSONALLY IDENTIFIABLE INFORMATION will be destroyed;
- 8 (VI) Guidance for school districts and staff regarding ~~data~~
- 9 STUDENT PERSONALLY IDENTIFIABLE INFORMATION use;
- 10 (VII) Consequences for security breaches; and
- 11 (VIII) Staff training regarding the policies;
- 12 (e) Ensure routine and ongoing compliance by the department
- 13 with the federal "Family Educational Rights and Privacy Act of 1974", 20
- 14 U.S.C. sec. 1232g, other relevant privacy laws and policies, and the
- 15 privacy and security policies and procedures developed under the
- 16 authority of this ~~section~~ ARTICLE, including the performance of
- 17 compliance audits;
- 18 (f) Ensure that agreements involving the disclosure of student ~~data~~
- 19 PERSONALLY IDENTIFIABLE INFORMATION for research conducted on
- 20 behalf of the department to develop, validate, or administer predictive
- 21 tests; administer student aid programs; or improve instruction must:
- 22 (I) Specify the purpose, scope, and duration of the study or studies
- 23 and the information to be disclosed;
- 24 (II) Require the ~~organization~~ ENTITY, AND ANY SUBCONTRACTORS
- 25 OR EMPLOYEES OF THE ENTITY, to use STUDENT personally identifiable
- 26 information from education records only to meet the purpose or purposes
- 27 of the study as stated in the written agreement;

1 (III) Require the ~~organization~~ ENTITY, AND ANY SUBCONTRACTORS
2 OR EMPLOYEES OF THE ENTITY, to conduct the study in a manner that does
3 not permit access to the STUDENT personally identifiable ~~data~~
4 INFORMATION of parents and students by anyone other than
5 representatives of the ~~organization~~ ENTITY with legitimate interests; ~~and~~

6 (IV) Require the ~~organization~~ ENTITY, AND ANY SUBCONTRACTORS
7 OR EMPLOYEES OF THE ENTITY, to destroy all STUDENT personally
8 identifiable information when the information is no longer needed for the
9 purposes for which the study was conducted and to specify the time
10 period in which the information must be destroyed; AND

11 (V) REQUIRE THE ENTITY, AND ANY SUBCONTRACTORS OR
12 EMPLOYEES OF THE ENTITY, TO COMPLY WITH THE REQUIREMENTS
13 SPECIFIED IN SECTIONS 22-16-109 (1), (2), AND (3) (b) AND 22-16-110 (1)
14 AND (3) THAT ARE IMPOSED ON SCHOOL SERVICE CONTRACT PROVIDERS;

15 (g) Develop requirements that any department contracts that affect
16 databases, assessments, or instructional supports that include student ~~or~~
17 personally identifiable ~~data~~ INFORMATION and are outsourced to ~~private~~
18 vendors include express provisions that safeguard privacy and security,
19 including specifying that STUDENT personally identifiable ~~data~~
20 INFORMATION may ~~only~~ be used ONLY for the purpose specified in the
21 contract and MUST BE DESTROYED WHEN NO LONGER NEEDED FOR THE
22 PURPOSE SPECIFIED IN THE CONTRACT; SPECIFYING THE TIME PERIOD IN
23 WHICH THE INFORMATION MUST BE DESTROYED; prohibiting further
24 disclosure of ~~that data~~ THE STUDENT PERSONALLY IDENTIFIABLE
25 INFORMATION or its use for commercial purposes THAT ARE OUTSIDE THE
26 SCOPE OF THE CONTRACT; and ~~include~~ SPECIFYING penalties for
27 noncompliance, WHICH MUST INCLUDE TERMINATION OF THE CONTRACT

1 AS REQUIRED IN SECTION 22-16-105 (5); and

2 (h) ~~Adopt~~ PROMULGATE rules AS NECESSARY to implement the
3 provisions of this ~~section~~ ARTICLE.

4 **22-16-105. Department of education - duties.** (1) THE
5 DEPARTMENT SHALL ASSIGN TO EACH STUDENT WHO IS ENROLLED IN A
6 PUBLIC SCHOOL A UNIQUE STUDENT IDENTIFIER THAT MUST NEITHER BE
7 NOR INCLUDE THE SOCIAL SECURITY NUMBER OF A STUDENT IN WHOLE OR
8 IN SEQUENTIAL PART.

9 (2) (a) [**Formerly 22-2-309 (4)**] The department shall develop a
10 process to consider and review all outside requests for ~~state data~~ STUDENT
11 PERSONALLY IDENTIFIABLE INFORMATION, other than aggregate student
12 information already publicly available, by individuals not employed by
13 the state who ~~wish~~ SEEK to conduct research using ~~student or school~~
14 system data OR STUDENT PERSONALLY IDENTIFIABLE INFORMATION
15 already collected by the department. **THE DEPARTMENT SHALL IMPLEMENT**
16 **THE PROCESS SUBJECT TO APPROVAL BY THE STATE BOARD.**

17 (b) (I) BEFORE ALLOWING AN INDIVIDUAL TO RECEIVE STUDENT
18 PERSONALLY IDENTIFIABLE INFORMATION FOR RESEARCH PURPOSES, THE
19 DEPARTMENT MUST ENTER INTO AN AGREEMENT WITH THE INDIVIDUAL
20 THAT INCLUDES THE ENTITY THAT SPONSORS THE INDIVIDUAL OR WITH
21 WHICH THE INDIVIDUAL IS AFFILIATED. AT A MINIMUM, THE AGREEMENT
22 MUST INCLUDE THE ITEMS SPECIFIED IN SECTION 22-16-104 (1) (f) AND
23 REQUIRE THE INDIVIDUAL TO COMPLY WITH THE REQUIREMENTS SPECIFIED
24 IN SECTIONS 22-16-109 (1), (2), AND (3) (b) AND 22-16-110 (1) AND (3)
25 THAT ARE IMPOSED ON SCHOOL SERVICE CONTRACT PROVIDERS.

26 (II) THE PROVISIONS OF THIS PARAGRAPH (b) DO NOT APPLY TO AN
27 INDIVIDUAL WHO IS SEEKING ONLY AGGREGATE STUDENT INFORMATION.

1 FOR EACH REQUEST FOR AGGREGATE STUDENT INFORMATION, THE
2 DEPARTMENT SHALL DETERMINE WHETHER THE SIZE OF THE GROUP,
3 COHORT, OR INSTITUTION IS TOO SMALL TO PRESERVE THE ANONYMITY OF
4 THE INDIVIDUALS INCLUDED IN THE DATA, IN WHICH CASE THE STUDENT
5 DATA DOES NOT QUALIFY AS AGGREGATE DATA.

6 (III) NOTWITHSTANDING THE PROVISIONS OF SUBPARAGRAPH (I)
7 OF THIS PARAGRAPH (b), AN INDIVIDUAL WHO CONDUCTS RESEARCH
8 THROUGH AN INSTITUTION OF HIGHER EDUCATION MAY DEMONSTRATE TO
9 THE DEPARTMENT COMPLIANCE WITH THE INSTITUTION REVIEW BOARD
10 PRACTICES AND REQUIREMENTS, AS REGULATED BY FEDERAL LAW, IN LIEU
11 OF THE TERMS SPECIFIED IN SECTION 22-16-104 (1) (f).

12 (c) THE DEPARTMENT MAY ENTER INTO A DATA-SHARING
13 AGREEMENT WITH A PUBLIC INSTITUTION OF HIGHER EDUCATION TO
14 ALLOW THE SHARING OF STUDENT PERSONALLY IDENTIFIABLE
15 INFORMATION FOR THE PURPOSE OF SATISFYING REQUIREMENTS IMPOSED
16 ON THE PUBLIC INSTITUTION OF HIGHER EDUCATION BY THE INSTITUTION'S
17 ACCREDITING BODY. AT A MINIMUM, THE DATA-SHARING AGREEMENT
18 MUST INCLUDE THE ITEMS SPECIFIED IN SECTION 22-16-104 (1) (f) AND
19 REQUIRE THE PUBLIC INSTITUTION OF HIGHER EDUCATION TO COMPLY WITH
20 THE REQUIREMENTS SPECIFIED IN SECTIONS 22-16-109 (1), (2), AND (3) (b)
21 AND 22-16-110 (1) AND (3) THAT ARE IMPOSED ON SCHOOL SERVICE
22 CONTRACT PROVIDERS. FOR PURPOSES OF THESE REQUIREMENTS, THE
23 ACCREDITING BODY IS CONSIDERED A SUBCONTRACTOR OF THE PUBLIC
24 INSTITUTION OF HIGHER EDUCATION.

25 (3) [Formerly 22-2-309 (5)] (a) The department shall not require
26 a ~~school-district~~ LOCAL EDUCATION PROVIDER to provide ~~any data~~
27 STUDENT PERSONALLY IDENTIFIABLE INFORMATION that is not required by

1 state or federal law; except that it may require ~~data~~ STUDENT PERSONALLY
2 IDENTIFIABLE INFORMATION not mandated by state or federal law that is
3 associated with a grant proposal or a ~~district local education agency may~~
4 ~~be asked~~ THE DEPARTMENT MAY ASK A LOCAL EDUCATION PROVIDER to
5 voluntarily submit data ~~in order to receive~~ OR INFORMATION AS A
6 CONDITION OF RECEIVING a benefit, such as grant funding or special
7 designations.

8 (b) Unless required by state or federal law, the department shall
9 not collect:

10 (I) Juvenile delinquency records;

11 (II) Criminal records;

12 (III) Medical and health records;

13 (IV) Student social security numbers; ~~and~~

14 (V) Student biometric information; AND

15 (VI) INFORMATION CONCERNING THE POLITICAL AFFILIATIONS OR
16 THE BELIEFS OR ATTITUDES OF STUDENTS AND THEIR FAMILIES.

17 (c) Unless otherwise approved by the state board, the department
18 shall not transfer student ~~or~~ personally identifiable ~~data~~ INFORMATION to
19 a federal, state, or local agency or other entity, WHICH AGENCY OR ENTITY
20 IS outside of the state, except under the following circumstances:

21 (I) If a student transfers to an education entity in state or out of
22 state or if a school or school district seeks help in locating a student who
23 transfers out of state;

24 (II) If a student seeks to enroll in or to attend an out-of-state
25 institution of higher education or training program;

26 (III) If a student participates in a program or assessment for which
27 ~~such~~ a data transfer is a condition of participation;

1 (IV) If a student is classified as "migrant" for federal reporting
2 purposes;

3 (V) If the department enters into a contract with an out-of-state
4 vendor OR RESEARCHER that affects databases, assessments, special
5 education, or instructional support related to an audit or evaluation of
6 federal- or state-supported education programs; for the enforcement of or
7 compliance with federal legal requirements that relate to those programs;
8 or for conducting studies for or on behalf of the department to develop,
9 validate, or administer predictive tests, administer student aid programs,
10 or improve instruction; or

11 (VI) If the disclosure is to comply with a judicial order or lawfully
12 issued subpoena or in connection with a health or safety emergency.

13 (d) The department shall not sell, trade, gift, or monetize student
14 ~~data~~ PERSONALLY IDENTIFIABLE INFORMATION for commercial use or
15 investment interests.

16 (4) **[Formerly 22-2-309 (6)]** The department shall publish AND
17 MAINTAIN ON ITS WEBSITE a list of ~~vendors~~ ALL OF THE ENTITIES OR
18 INDIVIDUALS, INCLUDING BUT NOT LIMITED TO VENDORS, INDIVIDUAL
19 RESEARCHERS, RESEARCH ORGANIZATIONS, INSTITUTIONS OF HIGHER
20 EDUCATION, AND GOVERNMENT AGENCIES, that the department contracts
21 with OR HAS AGREEMENTS WITH AND that hold student ~~data~~ PERSONALLY
22 IDENTIFIABLE INFORMATION AND A COPY OF EACH CONTRACT OR
23 AGREEMENT. THE LIST MUST INCLUDE:

24 (a) THE NAME OF THE ENTITY OR INDIVIDUAL. IN NAMING AN
25 INDIVIDUAL, THE LIST MUST INCLUDE THE ENTITY THAT SPONSORS THE
26 INDIVIDUAL OR WITH WHICH THE INDIVIDUAL IS AFFILIATED, IF ANY. IF THE
27 INDIVIDUAL IS CONDUCTING RESEARCH AT AN INSTITUTION OF HIGHER

1 EDUCATION, THE LIST MAY INCLUDE THE NAME OF THE INSTITUTION OF
2 HIGHER EDUCATION AND A CONTACT PERSON IN THE DEPARTMENT THAT
3 IS ASSOCIATED WITH THE RESEARCH IN LIEU OF THE NAME OF THE
4 RESEARCHER.

5 (b) THE PURPOSE AND SCOPE OF THE CONTRACT OR AGREEMENT;

6 (c) THE DURATION OF THE CONTRACT OR AGREEMENT;

7 (d) THE TYPES OF STUDENT PERSONALLY IDENTIFIABLE
8 INFORMATION THAT THE ENTITY OR INDIVIDUAL HOLDS UNDER THE
9 CONTRACT OR AGREEMENT;

10 (e) THE USE OF THE STUDENT PERSONALLY IDENTIFIABLE
11 INFORMATION UNDER THE CONTRACT; AND

12 (f) THE LENGTH OF TIME FOR WHICH THE ENTITY OR INDIVIDUAL
13 MAY HOLD THE STUDENT PERSONALLY IDENTIFIABLE INFORMATION.

14 (5)(a) THE DEPARTMENT SHALL ENSURE THAT THE TERMS OF EACH
15 CONTRACT THAT THE DEPARTMENT ENTERS INTO OR RENEWS WITH A
16 SCHOOL SERVICE CONTRACT PROVIDER ON AND AFTER THE EFFECTIVE
17 DATE OF THIS ARTICLE, AT A MINIMUM, REQUIRE THE CONTRACT PROVIDER
18 TO COMPLY WITH THE REQUIREMENTS IN SECTIONS 22-16-108 TO
19 22-16-110. IF THE CONTRACT PROVIDER COMMITS A MATERIAL BREACH OF
20 THE CONTRACT THAT INVOLVES THE MISUSE OR UNAUTHORIZED RELEASE
21 OF STUDENT PERSONALLY IDENTIFIABLE INFORMATION, THE DEPARTMENT
22 SHALL DETERMINE WHETHER TO TERMINATE THE CONTRACT IN
23 ACCORDANCE WITH A POLICY ADOPTED BY THE STATE BOARD. AT A
24 MINIMUM, THE POLICY MUST REQUIRE THE STATE BOARD, WITHIN A
25 REASONABLE TIME AFTER THE DEPARTMENT IDENTIFIES THE EXISTENCE OF
26 A MATERIAL BREACH, TO HOLD A PUBLIC HEARING THAT INCLUDES
27 DISCUSSION OF THE NATURE OF THE MATERIAL BREACH, AN OPPORTUNITY

1 FOR THE CONTRACT PROVIDER TO RESPOND CONCERNING THE MATERIAL
2 BREACH, PUBLIC TESTIMONY, AND A DECISION AS TO WHETHER TO DIRECT
3 THE DEPARTMENT TO TERMINATE OR CONTINUE THE CONTRACT.

4 (b) THE DEPARTMENT SHALL ENSURE THAT THE TERMS OF EACH
5 CONTRACT OR OTHER AGREEMENT THAT THE DEPARTMENT ENTERS INTO
6 OR RENEWS ON AND AFTER THE EFFECTIVE DATE OF THIS ARTICLE, WHICH
7 CONTRACT OR AGREEMENT INCLUDES ACCESS TO OR USE OF STUDENT
8 PERSONALLY IDENTIFIABLE INFORMATION BY AN INDIVIDUAL OR ENTITY
9 OTHER THAN A CONTRACT PROVIDER, AT A MINIMUM, REQUIRE THE
10 INDIVIDUAL OR ENTITY TO COMPLY WITH THE REQUIREMENTS IN SECTIONS
11 22-16-109 (1), (2), AND (3) (b) AND 22-16-110 (1) AND (3). IF THE
12 INDIVIDUAL OR ENTITY COMMITS A MATERIAL BREACH OF THE CONTRACT
13 OR AGREEMENT THAT INVOLVES THE MISUSE OR UNAUTHORIZED RELEASE
14 OF STUDENT PERSONALLY IDENTIFIABLE INFORMATION, THE DEPARTMENT
15 SHALL _____ DETERMINE WHETHER TO TERMINATE THE CONTRACT OR
16 AGREEMENT IN ACCORDANCE WITH THE STATE BOARD POLICY DESCRIBED
17 IN PARAGRAPH (a) OF THIS SUBSECTION (5).

18 (c) NOTWITHSTANDING ANY PROVISION OF LAW TO THE CONTRARY,
19 ON AND AFTER THE EFFECTIVE DATE OF THIS ARTICLE, THE DEPARTMENT
20 SHALL NOT ENTER INTO OR RENEW:

21 (I) A CONTRACT WITH A SCHOOL SERVICE CONTRACT PROVIDER
22 THAT REFUSES TO ACCEPT THE TERMS SPECIFIED IN PARAGRAPH (a) OF THIS
23 SUBSECTION (5) OR THAT HAS SUBSTANTIALLY FAILED TO COMPLY WITH
24 ONE OR MORE OF THE REQUIREMENTS IN SECTIONS 22-16-108 TO
25 22-16-110; OR

26 (II) A CONTRACT OR OTHER AGREEMENT, WHICH INCLUDES ACCESS
27 TO OR USE OF STUDENT PERSONALLY IDENTIFIABLE INFORMATION, WITH AN

1 INDIVIDUAL OR ENTITY OTHER THAN A CONTRACT PROVIDER, THAT
2 REFUSES TO ACCEPT THE TERMS SPECIFIED IN PARAGRAPH (b) OF THIS
3 SUBSECTION (5) OR THAT HAS SUBSTANTIALLY FAILED TO COMPLY WITH
4 ONE OR MORE OF THE REQUIREMENTS IN SECTION 22-16-109 (1), (2), OR (3)
5 (b) OR 22-16-110 (1) OR (3).

6 **22-16-106. Department - support for local education**
7 **providers. (1) [Formerly 22-2-309 (7)]** The department shall develop
8 data security guidance that may be used by local education ~~agencies~~
9 PROVIDERS. The department's data security guidance must include:

10 (a) Guidance for authorizing access to the student data system and
11 to ~~individual student data~~ STUDENT PERSONALLY IDENTIFIABLE
12 INFORMATION, including guidance for authenticating authorized access;

13 (b) Privacy compliance standards;

14 (c) BEST PRACTICES FOR privacy and security audits;

15 (d) Security breach planning, notice, and procedures;

16 (e) Data retention and ~~disposition~~ DESTRUCTION procedures;

17 (f) Data collection and sharing procedures;

18 (g) Recommendations that any contracts that affect databases,
19 assessments, or instructional supports that include student ~~or~~ personally
20 identifiable ~~data~~ INFORMATION and are outsourced to ~~private~~ vendors
21 include express provisions that safeguard privacy and security and include
22 penalties for noncompliance;

23 (h) Best security practices for privacy when using online
24 education services, including websites and applications;

25 (i) Guidance for contracts involving the outsourcing of
26 educational services;

27 (j) Guidance for contracts involving online education services;

1 (k) Guidance for publishing a list of vendors that local education
2 agencies PROVIDERS contract with that hold student data PERSONALLY
3 IDENTIFIABLE INFORMATION;

4 (l) Consequences for security breaches; and

5 (m) EXAMPLES OF staff training regarding the procedures.

6 (2) BASED ON THE DATA SECURITY GUIDANCE ADOPTED PURSUANT
7 TO SUBSECTION (1) OF THIS SECTION, ON OR BEFORE MARCH 1, 2017, THE
8 DEPARTMENT SHALL CREATE AND MAKE AVAILABLE TO LOCAL EDUCATION
9 PROVIDERS A SAMPLE STUDENT INFORMATION PRIVACY AND PROTECTION
10 POLICY. THE DEPARTMENT SHALL ANNUALLY REVIEW THE SAMPLE POLICY
11 AND REVISE IT AS NECESSARY TO ENSURE THAT IT REMAINS CURRENT AND
12 ADEQUATE TO PROTECT THE PRIVACY OF STUDENT PERSONALLY
13 IDENTIFIABLE INFORMATION IN LIGHT OF ADVANCES IN DATA TECHNOLOGY
14 AND DISSEMINATION. AT A MINIMUM, THE SAMPLE POLICY MUST INCLUDE
15 PROTOCOLS FOR:

16 (a) CREATING AND MAINTAINING A STUDENT DATA INDEX;

17 (b) RETAINING AND DESTROYING STUDENT PERSONALLY
18 IDENTIFIABLE INFORMATION;

19 (c) USING STUDENT PERSONALLY IDENTIFIABLE INFORMATION FOR
20 PURPOSES INTERNAL TO A LOCAL EDUCATION PROVIDER;

21 (d) PREVENTING BREACHES IN THE SECURITY OF STUDENT
22 PERSONALLY IDENTIFIABLE INFORMATION AND FOR RESPONDING TO ANY
23 SECURITY BREACHES THAT OCCUR;

24 (e) CONTRACTING WITH SCHOOL SERVICE CONTRACT PROVIDERS
25 AND USING SCHOOL SERVICES PROVIDED BY SCHOOL SERVICE ON-DEMAND
26 PROVIDERS;

27 (f) DISCLOSING STUDENT PERSONALLY IDENTIFIABLE INFORMATION

1 TO SCHOOL SERVICE CONTRACT PROVIDERS, SCHOOL SERVICE ON-DEMAND
2 PROVIDERS, OR OTHER THIRD PARTIES;

3 (g) NOTIFYING PARENTS REGARDING COLLECTION OF, RETENTION
4 OF, AND ACCESS TO STUDENT PERSONALLY IDENTIFIABLE INFORMATION;
5 AND

6 (h) PROVIDING TRAINING IN STUDENT INFORMATION SECURITY AND
7 PRIVACY TO EMPLOYEES OF A LOCAL EDUCATION PROVIDER.

8 (3) THE DEPARTMENT SHALL PREPARE AND MAKE AVAILABLE TO
9 LOCAL EDUCATION PROVIDERS SAMPLE CONTRACT LANGUAGE FOR USE IN
10 CONTRACTING WITH SCHOOL SERVICE CONTRACT PROVIDERS. THE
11 DEPARTMENT SHALL UPDATE THE SAMPLE CONTRACT LANGUAGE AS
12 NECESSARY TO ENSURE THAT IT REMAINS CURRENT AND ADEQUATE TO
13 PROTECT THE PRIVACY OF STUDENT PERSONALLY IDENTIFIABLE
14 INFORMATION IN LIGHT OF ADVANCES IN DATA TECHNOLOGY AND
15 DISSEMINATION.

16 (4) THE DEPARTMENT SHALL IDENTIFY AND MAKE AVAILABLE TO
17 LOCAL EDUCATION PROVIDERS RESOURCES THAT THE LOCAL EDUCATION
18 PROVIDERS MAY USE IN TRAINING EMPLOYEES WITH REGARD TO STUDENT
19 INFORMATION SECURITY AND PRIVACY. AT THE REQUEST OF A LOCAL
20 EDUCATION PROVIDER, THE DEPARTMENT SHALL PROVIDE TRAINING
21 RELATED TO STUDENT INFORMATION SECURITY AND PRIVACY.

22 (5) IF THE DEPARTMENT RECEIVES NOTICE THAT A LOCAL
23 EDUCATION PROVIDER HAS CEASED USING A SCHOOL SERVICE ON-DEMAND
24 PROVIDER FOR REASONS DESCRIBED IN SECTION 22-16-107 (3), THE
25 DEPARTMENT SHALL POST THE NOTICE ON THE DEPARTMENT'S WEBSITE.
26 THE DEPARTMENT SHALL ALSO POST ANY WRITTEN RESPONSE FROM AN
27 ON-DEMAND PROVIDER THAT THE LOCAL EDUCATION PROVIDER MAY

1 SUBMIT. THE DEPARTMENT SHALL POST THE NOTICES AND WRITTEN
2 RESPONSES FOR TWENTY-FOUR MONTHS FOLLOWING THE DATE RECEIVED.

3 **22-16-107. Local education providers - data collection - data**
4 **security policy.** (1) (a) EACH LOCAL EDUCATION PROVIDER SHALL POST
5 AND MAINTAIN ON ITS WEBSITE CLEAR INFORMATION THAT IS
6 UNDERSTANDABLE BY A LAYPERSON EXPLAINING THE DATA ELEMENTS OF
7 STUDENT PERSONALLY IDENTIFIABLE INFORMATION THAT THE LOCAL
8 EDUCATION PROVIDER COLLECTS AND MAINTAINS IN THE LOCAL
9 EDUCATION PROVIDER'S DATA SYSTEM, NOT INCLUDING THE STUDENT
10 PERSONALLY IDENTIFIABLE INFORMATION THAT THE LOCAL EDUCATION
11 PROVIDER TRANSMITS TO THE DEPARTMENT. THE LIST MUST EXPLAIN HOW
12 THE LOCAL EDUCATION PROVIDER USES AND SHARES THE STUDENT
13 PERSONALLY IDENTIFIABLE INFORMATION. THE LOCAL EDUCATION
14 PROVIDER SHALL INCLUDE ON ITS WEBSITE A LINK TO THE DATA
15 INVENTORY AND DICTIONARY OR INDEX OF DATA ELEMENTS THAT THE
16 STATE BOARD PUBLISHES AS REQUIRED IN SECTION 22-16-104 (1) (a).

17 (b) EACH LOCAL EDUCATION PROVIDER SHALL POST AND MAINTAIN
18 ON ITS WEBSITE A LIST OF THE SCHOOL SERVICE CONTRACT PROVIDERS
19 THAT THE LOCAL EDUCATION PROVIDER CONTRACTS WITH AND A COPY OF
20 EACH CONTRACT.

21 (2) (a) EACH LOCAL EDUCATION PROVIDER SHALL ENSURE THAT
22 THE TERMS OF EACH CONTRACT THAT THE LOCAL EDUCATION PROVIDER
23 ENTERS INTO OR RENEWS WITH A SCHOOL SERVICE CONTRACT PROVIDER
24 ON AND AFTER THE EFFECTIVE DATE OF THIS ARTICLE, AT A MINIMUM,
25 REQUIRE THE CONTRACT PROVIDER TO COMPLY WITH THE REQUIREMENTS
26 IN SECTIONS 22-16-108 TO 22-16-110. IF THE CONTRACT PROVIDER
27 COMMITS A MATERIAL BREACH OF THE CONTRACT THAT INVOLVES THE

1 MISUSE OR UNAUTHORIZED RELEASE OF STUDENT PERSONALLY
2 IDENTIFIABLE INFORMATION, THE LOCAL EDUCATION PROVIDER SHALL
3 DETERMINE WHETHER TO TERMINATE THE CONTRACT IN ACCORDANCE
4 WITH A POLICY ADOPTED BY THE GOVERNING BODY OF THE LOCAL
5 EDUCATION PROVIDER. AT A MINIMUM, THE POLICY MUST REQUIRE THE
6 GOVERNING BODY, WITHIN A REASONABLE TIME AFTER THE LOCAL
7 EDUCATION PROVIDER IDENTIFIES THE EXISTENCE OF A MATERIAL BREACH,
8 TO HOLD A PUBLIC HEARING THAT INCLUDES DISCUSSION OF THE NATURE
9 OF THE MATERIAL BREACH, AN OPPORTUNITY FOR THE CONTRACT
10 PROVIDER TO RESPOND CONCERNING THE MATERIAL BREACH, PUBLIC
11 TESTIMONY, AND A DECISION AS TO WHETHER TO DIRECT THE LOCAL
12 EDUCATION PROVIDER TO TERMINATE OR CONTINUE THE CONTRACT.

13 (b) ON AND AFTER THE EFFECTIVE DATE OF THIS ARTICLE, A LOCAL
14 EDUCATION PROVIDER SHALL NOT ENTER INTO OR RENEW A CONTRACT
15 WITH A SCHOOL SERVICE CONTRACT PROVIDER THAT REFUSES TO ACCEPT
16 THE TERMS SPECIFIED IN PARAGRAPH (a) OF THIS SUBSECTION (2) OR THAT
17 HAS SUBSTANTIALLY FAILED TO COMPLY WITH ONE OR MORE OF THE
18 REQUIREMENTS IN SECTIONS 22-16-108 TO 22-16-110.

19 (3) (a) EACH LOCAL EDUCATION PROVIDER SHALL POST ON ITS
20 WEBSITE, TO THE EXTENT PRACTICABLE, A LIST OF THE SCHOOL SERVICE
21 ON-DEMAND PROVIDERS THAT THE LOCAL EDUCATION PROVIDER OR AN
22 EMPLOYEE OF THE LOCAL EDUCATION PROVIDER USES FOR SCHOOL
23 SERVICES. AT A MINIMUM, THE LOCAL EDUCATION PROVIDER SHALL
24 UPDATE THE LIST OF SCHOOL SERVICE ON-DEMAND PROVIDERS AT THE
25 BEGINNING AND MID-POINT OF EACH SCHOOL YEAR. THE LOCAL
26 EDUCATION PROVIDER, UPON THE REQUEST OF A PARENT, SHALL ASSIST
27 THE PARENT IN OBTAINING THE DATA PRIVACY POLICY OF A SCHOOL

1 SERVICE ON-DEMAND PROVIDER THAT THE LOCAL EDUCATION PROVIDER
2 OR AN EMPLOYEE OF THE LOCAL EDUCATION PROVIDER USES.

3 (b) IF A PARENT HAS EVIDENCE DEMONSTRATING THAT A SCHOOL
4 SERVICE ON-DEMAND PROVIDER THAT THE LOCAL EDUCATION PROVIDER
5 OR AN EMPLOYEE OF THE LOCAL EDUCATION PROVIDER USES DOES NOT
6 SUBSTANTIALLY COMPLY WITH THE ON-DEMAND PROVIDER'S PRIVACY
7 POLICY OR DOES NOT MEET THE REQUIREMENTS SPECIFIED IN SECTION
8 22-16-109 (2) OR 22-16-110 (1), THE PARENT MAY NOTIFY THE LOCAL
9 EDUCATION PROVIDER AND PROVIDE THE EVIDENCE FOR THE PARENT'S
10 CONCLUSION.

11 (c) IF A LOCAL EDUCATION PROVIDER HAS EVIDENCE
12 DEMONSTRATING THAT A SCHOOL SERVICE ON-DEMAND PROVIDER DOES
13 NOT SUBSTANTIALLY COMPLY WITH THE ON-DEMAND PROVIDER'S PRIVACY
14 POLICY OR DOES NOT MEET THE REQUIREMENTS SPECIFIED IN SECTION
15 22-16-109 (2) OR 22-16-110 (1), THE LOCAL EDUCATION PROVIDER IS
16 STRONGLY ENCOURAGED TO CEASE USING OR REFUSE TO USE THE SCHOOL
17 SERVICE ON-DEMAND PROVIDER AND PROHIBIT EMPLOYEES OF THE LOCAL
18 EDUCATION PROVIDER FROM USING THE ON-DEMAND PROVIDER. THE
19 LOCAL EDUCATION PROVIDER SHALL NOTIFY THE ON-DEMAND PROVIDER
20 THAT IT IS CEASING OR REFUSING TO USE THE ON-DEMAND PROVIDER
21 PURSUANT TO THIS PARAGRAPH (c), AND THE ON-DEMAND PROVIDER MAY
22 SUBMIT A WRITTEN RESPONSE TO THE LOCAL EDUCATION PROVIDER. THE
23 LOCAL EDUCATION PROVIDER SHALL PUBLISH AND MAINTAIN ON ITS
24 WEBSITE A LIST OF ANY SCHOOL SERVICE ON-DEMAND PROVIDERS THAT IT
25 CEASES USING OR REFUSES TO USE FOR THE REASONS DESCRIBED IN THIS
26 PARAGRAPH (c), WITH ANY WRITTEN RESPONSES THAT IT RECEIVES FROM
27 THE ON-DEMAND PROVIDERS. THE LOCAL EDUCATION PROVIDER SHALL

1 NOTIFY THE DEPARTMENT IF IT CEASES USING AN ON-DEMAND PROVIDER
2 FOR THE REASONS DESCRIBED IN THIS PARAGRAPH (c) AND PROVIDE A
3 COPY OF ANY WRITTEN RESPONSE THE ON-DEMAND PROVIDER MAY
4 SUBMIT.

5 (d) EACH LOCAL EDUCATION PROVIDER THAT USES ON-DEMAND
6 SCHOOL SERVICE PROVIDERS SHALL POST ON ITS WEBSITE A NOTICE TO
7 ON-DEMAND PROVIDERS THAT, IF THE LOCAL EDUCATION PROVIDER
8 CEASES USING OR REFUSES TO USE AN ON-DEMAND SCHOOL SERVICE
9 PROVIDER PURSUANT TO PARAGRAPH (c) OF THIS SUBSECTION (3), THE
10 LOCAL EDUCATION PROVIDER WILL POST ON ITS WEBSITE THE NAME OF THE
11 ON-DEMAND PROVIDER, WITH ANY WRITTEN RESPONSE THAT THE
12 ON-DEMAND PROVIDER MAY SUBMIT, AND WILL NOTIFY THE DEPARTMENT,
13 WHICH WILL POST ON ITS WEBSITE THE ON-DEMAND PROVIDER'S NAME AND
14 ANY WRITTEN RESPONSE.

15 (4) (a) ON OR BEFORE DECEMBER 31, 2017, EACH LOCAL
16 EDUCATION PROVIDER SHALL ADOPT A STUDENT INFORMATION PRIVACY
17 AND PROTECTION POLICY THAT, AT A MINIMUM, ADDRESSES THE ISSUES
18 SPECIFIED IN SECTION 22-16-106 (1). THE LOCAL EDUCATION PROVIDER
19 SHALL ANNUALLY REVIEW THE POLICY AND REVISE IT AS NECESSARY TO
20 ENSURE THAT IT REMAINS CURRENT AND ADEQUATE TO PROTECT STUDENT
21 PERSONALLY IDENTIFIABLE INFORMATION PRIVACY IN LIGHT OF ADVANCES
22 IN DATA TECHNOLOGY AND DISSEMINATION.

23 (b) NOTWITHSTANDING THE PROVISIONS OF PARAGRAPH (a) OF
24 THIS SUBSECTION (4), A LOCAL EDUCATION PROVIDER THAT IS A SMALL
25 RURAL SCHOOL DISTRICT SHALL ADOPT THE STUDENT INFORMATION
26 PRIVACY AND PROTECTION POLICY BY JULY 1, 2018.

27 (c) EACH LOCAL EDUCATION PROVIDER SHALL MAKE COPIES OF THE

1 STUDENT INFORMATION PRIVACY AND PROTECTION POLICY AVAILABLE
2 UPON REQUEST TO THE PARENT OF A STUDENT ENROLLED BY THE LOCAL
3 EDUCATION PROVIDER AND SHALL POST A CURRENT COPY OF THE STUDENT
4 INFORMATION PRIVACY PROTECTION POLICY ON THE LOCAL EDUCATION
5 PROVIDER'S WEBSITE.

6 **22-16-108. School service contract providers - data**
7 **transparency.** (1) EACH SCHOOL SERVICE CONTRACT PROVIDER SHALL
8 PROVIDE CLEAR INFORMATION THAT IS UNDERSTANDABLE BY A
9 LAYPERSON EXPLAINING THE DATA ELEMENTS OF STUDENT PERSONALLY
10 IDENTIFIABLE INFORMATION THAT THE SCHOOL SERVICE CONTRACT
11 PROVIDER COLLECTS, THE LEARNING PURPOSE FOR WHICH THE SCHOOL
12 SERVICE CONTRACT PROVIDER COLLECTS THE STUDENT PERSONALLY
13 IDENTIFIABLE INFORMATION, AND HOW THE SCHOOL SERVICE CONTRACT
14 PROVIDER USES AND SHARES THE STUDENT PERSONALLY IDENTIFIABLE
15 INFORMATION. THE INFORMATION MUST INCLUDE ALL STUDENT
16 PERSONALLY IDENTIFIABLE INFORMATION THAT THE SCHOOL SERVICE
17 CONTRACT PROVIDER COLLECTS REGARDLESS OF WHETHER IT IS INITIALLY
18 COLLECTED OR ULTIMATELY HELD INDIVIDUALLY OR IN THE AGGREGATE.
19 THE SCHOOL SERVICE CONTRACT PROVIDER SHALL PROVIDE THE
20 INFORMATION TO EACH PUBLIC EDUCATION ENTITY THAT THE SCHOOL
21 SERVICE CONTRACT PROVIDER CONTRACTS WITH IN A FORMAT THAT IS
22 EASILY ACCESSIBLE THROUGH A WEBSITE, AND THE PUBLIC EDUCATION
23 ENTITY SHALL POST THE INFORMATION ON ITS WEBSITE. THE SCHOOL
24 SERVICE CONTRACT PROVIDER SHALL UPDATE THE INFORMATION AS
25 NECESSARY TO MAINTAIN ACCURACY.

26 (2) EACH SCHOOL SERVICE CONTRACT PROVIDER SHALL PROVIDE
27 CLEAR NOTICE TO EACH PUBLIC EDUCATION ENTITY THAT IT CONTRACTS

1 WITH BEFORE MAKING MATERIAL CHANGES TO ITS PRIVACY POLICY FOR
2 SCHOOL SERVICES.

3 (3) EACH SCHOOL SERVICE CONTRACT PROVIDER SHALL
4 FACILITATE ACCESS TO AND CORRECTION OF ANY FACTUALLY INACCURATE
5 STUDENT PERSONALLY IDENTIFIABLE INFORMATION BY A CONTRACTING
6 LOCAL EDUCATION PROVIDER IN RESPONSE TO A REQUEST FOR
7 CORRECTION THAT THE LOCAL EDUCATION PROVIDER RECEIVES AND
8 RESPONDS TO IN ACCORDANCE WITH SECTION 22-16-112 (1) (c).

9 (4) UPON DISCOVERING THE MISUSE OR UNAUTHORIZED RELEASE
10 OF STUDENT PERSONALLY IDENTIFIABLE INFORMATION HELD BY THE
11 CONTRACT PROVIDER, A SUBCONTRACTOR OF THE CONTRACT PROVIDER,
12 OR A SUBSEQUENT SUBCONTRACTOR, THE CONTRACT PROVIDER SHALL
13 NOTIFY THE CONTRACTING PUBLIC EDUCATION ENTITY AS SOON AS
14 POSSIBLE, REGARDLESS OF WHETHER THE MISUSE OR UNAUTHORIZED
15 RELEASE IS A RESULT OF A MATERIAL BREACH OF THE TERMS OF THE
16 CONTRACT.

17 **22-16-109. School service contract provider - use of data.**

18 (1) (a) A SCHOOL SERVICE CONTRACT PROVIDER MAY COLLECT, USE, AND
19 SHARE STUDENT PERSONALLY IDENTIFIABLE INFORMATION ONLY FOR THE
20 PURPOSES AUTHORIZED IN THE CONTRACT BETWEEN THE SCHOOL SERVICE
21 CONTRACT PROVIDER AND A PUBLIC EDUCATION ENTITY OR WITH THE
22 CONSENT OF THE STUDENT WHO IS THE SUBJECT OF THE INFORMATION OR
23 THE STUDENT'S PARENT.

24 (b) A SCHOOL SERVICE CONTRACT PROVIDER MUST OBTAIN THE
25 CONSENT OF THE STUDENT OR THE STUDENT'S PARENT BEFORE USING
26 STUDENT PERSONALLY IDENTIFIABLE INFORMATION IN A MANNER THAT IS
27 MATERIALLY INCONSISTENT WITH THE SCHOOL SERVICE CONTRACT

1 PROVIDER'S PRIVACY POLICY OR MATERIALLY INCONSISTENT WITH THE
2 CONTRACT BETWEEN THE SCHOOL SERVICE CONTRACT PROVIDER AND THE
3 PUBLIC EDUCATION ENTITY THAT APPLIES TO THE COLLECTION OF THE
4 STUDENT PERSONALLY IDENTIFIABLE INFORMATION.

5 (2) A SCHOOL SERVICE CONTRACT PROVIDER SHALL NOT:

6 (a) SELL STUDENT PERSONALLY IDENTIFIABLE INFORMATION;
7 EXCEPT THAT THIS PROHIBITION DOES NOT APPLY TO THE PURCHASE,
8 MERGER, OR OTHER TYPE OF ACQUISITION OF A SCHOOL SERVICE
9 CONTRACT PROVIDER, OR ANY ASSETS OF A SCHOOL SERVICE CONTRACT
10 PROVIDER, BY ANOTHER ENTITY, SO LONG AS THE SUCCESSOR ENTITY
11 CONTINUES TO BE SUBJECT TO THE PROVISIONS OF THIS ARTICLE WITH
12 RESPECT TO STUDENT PERSONALLY IDENTIFIABLE INFORMATION THAT THE
13 SCHOOL SERVICE CONTRACT PROVIDER ACQUIRED WHILE SUBJECT TO THE
14 PROVISIONS OF THIS ARTICLE;

15 (b) USE OR SHARE STUDENT PERSONALLY IDENTIFIABLE
16 INFORMATION FOR PURPOSES OF TARGETED ADVERTISING TO STUDENTS;
17 OR

18 (c) USE STUDENT PERSONALLY IDENTIFIABLE INFORMATION TO
19 CREATE A PERSONAL PROFILE OF A STUDENT OTHER THAN FOR SUPPORTING
20 PURPOSES AUTHORIZED BY THE CONTRACTING PUBLIC EDUCATION ENTITY
21 OR WITH THE CONSENT OF THE STUDENT OR THE STUDENT'S PARENT.

22 (3) NOTWITHSTANDING ANY PROVISION OF PARAGRAPH (b) OF
23 SUBSECTION (1) OR OF SUBSECTION (2) OF THIS SECTION TO THE
24 CONTRARY:

25 (a) (I) A SCHOOL SERVICE CONTRACT PROVIDER MAY USE OR
26 DISCLOSE STUDENT PERSONALLY IDENTIFIABLE INFORMATION TO:

27 (A) ENSURE LEGAL OR REGULATORY COMPLIANCE OR TO TAKE

1 PRECAUTIONS AGAINST LIABILITY;

2 (B) RESPOND TO OR PARTICIPATE IN THE JUDICIAL PROCESS;

3 (C) PROTECT THE SAFETY OF USERS OR OTHERS ON THE SCHOOL

4 SERVICE CONTRACT PROVIDER'S WEBSITE, ONLINE SERVICE, ONLINE

5 APPLICATION, OR MOBILE APPLICATION; OR

6 (D) INVESTIGATE A MATTER RELATED TO PUBLIC SAFETY.

7 (II) IF A SCHOOL SERVICE CONTRACT PROVIDER USES OR DISCLOSES

8 STUDENT PERSONALLY IDENTIFIABLE INFORMATION AS ALLOWED IN

9 SUBPARAGRAPH (I) OF THIS PARAGRAPH (a), THE CONTRACT PROVIDER

10 SHALL NOTIFY THE CONTRACTING PUBLIC EDUCATION ENTITY AS SOON AS

11 POSSIBLE AFTER THE USE OR DISCLOSURE OF THE INFORMATION.

12 (b) A SCHOOL SERVICE CONTRACT PROVIDER MAY USE, OR

13 DISCLOSE STUDENT PERSONALLY IDENTIFIABLE INFORMATION TO, A

14 SUBCONTRACTOR ONLY IF THE SCHOOL SERVICE CONTRACT PROVIDER

15 CONTRACTUALLY REQUIRES THE SUBCONTRACTOR TO COMPLY WITH

16 SECTION 22-16-108, THIS SECTION, AND SECTIONS 22-16-110 AND

17 22-16-111. THE PROVISIONS OF THIS PARAGRAPH (b) APPLY TO THE

18 ABILITY OF AN INITIAL OR SUBSEQUENT SUBCONTRACTOR TO FURTHER

19 SUBCONTRACT. IF A PUBLIC EDUCATION ENTITY DETERMINES THAT AN

20 INITIAL OR SUBSEQUENT SUBCONTRACTOR HAS COMMITTED A MATERIAL

21 BREACH OF THE CONTRACT THAT INVOLVES THE MISUSE OR

22 UNAUTHORIZED RELEASE OF STUDENT PERSONALLY IDENTIFIABLE

23 INFORMATION, THE PUBLIC EDUCATION ENTITY SHALL COMPLY WITH THE

24 REQUIREMENTS OF SECTION 22-16-105 (5) (a) OR 22-16-107 (2) (a), AS

25 APPLICABLE; EXCEPT THAT [REDACTED] THE PUBLIC EDUCATION ENTITY IS NOT

26 REQUIRED TO CONSIDER TERMINATING THE CONTRACT IF THE SCHOOL

27 SERVICE CONTRACT PROVIDER TERMINATES THE CONTRACT WITH THE

1 SUBCONTRACTOR AS SOON AS POSSIBLE AFTER THE CONTRACT PROVIDER
2 KNOWS OR HAS REASON TO KNOW OF THE INITIAL OR SUBSEQUENT
3 SUBCONTRACTOR'S MATERIAL BREACH.

4 (4) FOR PURPOSES OF THIS SECTION AND SECTION 22-16-110, A
5 STUDENT MAY CONSENT TO THE USE, SHARING, OR RETENTION OF THE
6 STUDENT'S STUDENT PERSONALLY IDENTIFIABLE INFORMATION ONLY IF
7 THE STUDENT IS AT LEAST EIGHTEEN YEARS OF AGE OR LEGALLY
8 EMANCIPATED.

9 **22-16-110. School service contract provider - data security -**
10 **data destruction.** (1) EACH SCHOOL SERVICE CONTRACT PROVIDER SHALL
11 MAINTAIN A COMPREHENSIVE INFORMATION SECURITY PROGRAM THAT IS
12 REASONABLY DESIGNED TO PROTECT THE SECURITY, PRIVACY,
13 CONFIDENTIALITY, AND INTEGRITY OF STUDENT PERSONALLY
14 IDENTIFIABLE INFORMATION. THE INFORMATION SECURITY PROGRAM MUST
15 MAKE USE OF APPROPRIATE ADMINISTRATIVE, TECHNOLOGICAL, AND
16 PHYSICAL SAFEGUARDS.

17 (2) DURING THE TERM OF A CONTRACT BETWEEN A SCHOOL
18 SERVICE CONTRACT PROVIDER AND A PUBLIC EDUCATION ENTITY, IF THE
19 CONTRACTING PUBLIC EDUCATION ENTITY REQUESTS DESTRUCTION OF A
20 STUDENT'S STUDENT PERSONALLY IDENTIFIABLE INFORMATION
21 COLLECTED, GENERATED, OR INFERRED AS A RESULT OF THE CONTRACT,
22 THE CONTRACTING SCHOOL SERVICE CONTRACT PROVIDER SHALL DESTROY
23 THE INFORMATION AS SOON AS PRACTICABLE AFTER THE DATE OF THE
24 REQUEST UNLESS:

25 (a) THE SCHOOL SERVICE CONTRACT PROVIDER OBTAINS THE
26 CONSENT OF THE STUDENT OR THE STUDENT'S PARENT TO RETAIN THE
27 STUDENT'S STUDENT PERSONALLY IDENTIFIABLE INFORMATION; OR

1 (b) THE STUDENT HAS TRANSFERRED TO ANOTHER PUBLIC
2 EDUCATION ENTITY AND THE RECEIVING PUBLIC EDUCATION ENTITY HAS
3 REQUESTED THAT THE SCHOOL SERVICE CONTRACT PROVIDER RETAIN THE
4 STUDENT'S STUDENT PERSONALLY IDENTIFIABLE INFORMATION.

5 (3) FOLLOWING THE TERMINATION OR CONCLUSION OF A
6 CONTRACT BETWEEN A SCHOOL SERVICE CONTRACT PROVIDER AND A
7 PUBLIC EDUCATION ENTITY, THE SCHOOL SERVICE CONTRACT PROVIDER
8 SHALL, WITHIN THE TIME PERIOD SPECIFIED IN THE CONTRACT, DESTROY
9 ALL STUDENT PERSONALLY IDENTIFIABLE INFORMATION COLLECTED,
10 GENERATED, OR INFERRED AS A RESULT OF THE CONTRACT. IF THE
11 CONTRACT DOES NOT SPECIFY A PERIOD FOR DESTRUCTION OF STUDENT
12 PERSONALLY IDENTIFIABLE INFORMATION, THE CONTRACT PROVIDER
13 SHALL DESTROY THE INFORMATION WHEN THE INFORMATION IS NO LONGER
14 NEEDED FOR THE PURPOSE OF THE CONTRACT BETWEEN THE CONTRACT
15 PROVIDER AND THE PUBLIC EDUCATION ENTITY. THE CONTRACT PROVIDER
16 SHALL NOTIFY THE PUBLIC EDUCATION ENTITY OF THE DATE UPON WHICH
17 ALL OF THE STUDENT PERSONALLY IDENTIFIABLE INFORMATION IS
18 DESTROYED.

19 **22-16-111. Use of data - exceptions - application of article.**

20 (1) NOTWITHSTANDING ANY PROVISION OF THIS ARTICLE TO THE
21 CONTRARY, THIS ARTICLE DOES NOT PROHIBIT THE USE OF STUDENT
22 PERSONALLY IDENTIFIABLE INFORMATION TO:

23 (a) USE ADAPTIVE LEARNING OR DESIGN PERSONALIZED OR
24 CUSTOMIZED EDUCATION;

25 (b) MAINTAIN, DEVELOP, SUPPORT, IMPROVE, OR DIAGNOSE A
26 SCHOOL SERVICE CONTRACT PROVIDER'S WEBSITE, ONLINE SERVICE,
27 ONLINE APPLICATION, OR MOBILE APPLICATION;

1 (c) PROVIDE RECOMMENDATIONS FOR SCHOOL, EDUCATIONAL, OR
2 EMPLOYMENT PURPOSES WITHIN A SCHOOL SERVICE, SO LONG AS THE
3 RESPONSE IS NOT DETERMINED IN WHOLE OR IN PART BY PAYMENT OR
4 OTHER CONSIDERATION FROM A THIRD PARTY;

5 (d) RESPOND TO A STUDENT'S REQUEST FOR INFORMATION OR FOR
6 FEEDBACK SO LONG AS THE INFORMATION OR RESPONSE IS NOT
7 DETERMINED IN WHOLE OR IN PART BY PAYMENT OR OTHER
8 CONSIDERATION FROM A THIRD PARTY;

9 (e) IDENTIFY FOR THE STUDENT, ONLY WITH THE WRITTEN
10 CONSENT OF THE STUDENT OR THE STUDENT'S PARENT, INSTITUTIONS OF
11 HIGHER EDUCATION OR SCHOLARSHIP PROVIDERS THAT ARE SEEKING
12 STUDENTS WHO MEET SPECIFIC CRITERIA, REGARDLESS OF WHETHER THE
13 IDENTIFIED INSTITUTIONS OF HIGHER EDUCATION OR SCHOLARSHIP
14 PROVIDERS PROVIDE CONSIDERATION TO THE SCHOOL SERVICES CONTRACT
15 PROVIDER; ■

16 (f) IN ACCORDANCE WITH THE TERMS OF A CONTRACT BETWEEN
17 THE SCHOOL SERVICE CONTRACT PROVIDER AND A PUBLIC EDUCATION
18 ENTITY, PRODUCE AND DISTRIBUTE, FREE OR FOR CONSIDERATION,
19 STUDENT CLASS PHOTOS AND YEARBOOKS ONLY TO THE PUBLIC
20 EDUCATION ENTITY, STUDENTS, PARENTS, OR INDIVIDUALS AUTHORIZED
21 BY PARENTS; OR

22 (g) PROVIDE FOR THE STUDENT, ONLY WITH THE EXPRESS WRITTEN
23 CONSENT OF THE STUDENT OR THE STUDENT'S PARENT GIVEN IN RESPONSE
24 TO CLEAR AND CONSPICUOUS NOTICE, ACCESS TO EMPLOYMENT
25 OPPORTUNITIES, EDUCATIONAL SCHOLARSHIPS OR FINANCIAL AID, OR
26 POSTSECONDARY EDUCATION OPPORTUNITIES, REGARDLESS OF WHETHER
27 THE SCHOOL SERVICES CONTRACT PROVIDER RECEIVES CONSIDERATION

1 FROM ONE OR MORE THIRD PARTIES IN EXCHANGE FOR THE STUDENT
2 PERSONALLY IDENTIFIABLE INFORMATION. THIS EXCEPTION APPLIES ONLY
3 TO SCHOOL SERVICES CONTRACT PROVIDERS THAT PROVIDE NATIONALLY
4 RECOGNIZED ASSESSMENTS THAT POSTSECONDARY INSTITUTIONS OF
5 HIGHER EDUCATION USE IN MAKING ADMISSIONS DECISIONS.

6 (2) THIS ARTICLE DOES NOT:

7 (a) IMPOSE A DUTY ON A PROVIDER OF AN INTERACTIVE COMPUTER
8 SERVICE, AS DEFINED IN 47 U.S.C. SEC. 230, TO REVIEW OR ENFORCE
9 COMPLIANCE WITH THIS ARTICLE BY SCHOOL SERVICE CONTRACT
10 PROVIDERS OR SCHOOL SERVICE ON-DEMAND PROVIDERS;

11 (b) IMPEDE THE ABILITY OF A STUDENT TO DOWNLOAD, EXPORT, OR
12 OTHERWISE SAVE OR MAINTAIN HIS OR HER OWN STUDENT PERSONALLY
13 IDENTIFIABLE INFORMATION OR DOCUMENTS;

14 (c) LIMIT INTERNET SERVICE PROVIDERS FROM PROVIDING
15 INTERNET CONNECTIVITY TO PUBLIC SCHOOLS OR TO STUDENTS AND THEIR
16 FAMILIES;

17 (d) PROHIBIT A SCHOOL SERVICE CONTRACT PROVIDER FROM
18 MARKETING EDUCATIONAL PRODUCTS DIRECTLY TO PARENTS SO LONG AS
19 THE MARKETING DOES NOT RESULT FROM THE USE OF STUDENT
20 PERSONALLY IDENTIFIABLE INFORMATION OBTAINED BY THE SCHOOL
21 SERVICE CONTRACT PROVIDER AS A RESULT OF PROVIDING ITS WEBSITE,
22 ONLINE SERVICE, ONLINE APPLICATION, OR MOBILE APPLICATION; OR

23 (e) IMPOSE A DUTY ON A PROVIDER OF AN ELECTRONIC STORE,
24 GATEWAY, MARKETPLACE, OR OTHER MEANS OF PURCHASING OR
25 DOWNLOADING SOFTWARE OR APPLICATIONS TO REVIEW OR ENFORCE
26 COMPLIANCE WITH THIS ARTICLE ON THAT SOFTWARE OR THOSE
27 APPLICATIONS.

1 (3) THE REQUIREMENTS SPECIFIED IN SECTIONS 22-16-108 TO
2 22-16-110 APPLY TO SCHOOL SERVICE CONTRACT PROVIDERS THAT ENTER
3 INTO OR RENEW CONTRACTS WITH PUBLIC EDUCATION ENTITIES ON OR
4 AFTER THE EFFECTIVE DATE OF THIS ARTICLE.

5 **22-16-112. Parent rights - complaint policy.** (1) THE PARENT OF
6 A STUDENT ENROLLED BY A LOCAL EDUCATION PROVIDER HAS THE RIGHT:

7 (a) TO INSPECT AND REVIEW HIS OR HER CHILD'S STUDENT
8 PERSONALLY IDENTIFIABLE INFORMATION MAINTAINED BY THE LOCAL
9 EDUCATION PROVIDER;

10 (b) TO REQUEST FROM THE LOCAL EDUCATION PROVIDER A PAPER
11 OR ELECTRONIC COPY OF HIS OR HER CHILD'S STUDENT PERSONALLY
12 IDENTIFIABLE INFORMATION, INCLUDING STUDENT PERSONALLY
13 IDENTIFIABLE INFORMATION MAINTAINED BY A SCHOOL SERVICE
14 CONTRACT PROVIDER. IF A PARENT REQUESTS AN ELECTRONIC COPY OF
15 THE PARENT'S CHILD'S STUDENT PERSONALLY IDENTIFIABLE INFORMATION,
16 THE LOCAL EDUCATION PROVIDER SHALL PROVIDE AN ELECTRONIC COPY
17 OF THE STUDENT PERSONALLY IDENTIFIABLE INFORMATION UNLESS THE
18 LOCAL EDUCATION PROVIDER DOES NOT MAINTAIN STUDENT PERSONALLY
19 IDENTIFIABLE INFORMATION IN ELECTRONIC FORMAT AND REPRODUCING
20 THE STUDENT PERSONALLY IDENTIFIABLE INFORMATION IN AN ELECTRONIC
21 FORMAT WOULD BE UNDULY BURDENSOME.

22 (c) TO REQUEST CORRECTIONS TO FACTUALLY INACCURATE
23 STUDENT PERSONALLY IDENTIFIABLE INFORMATION MAINTAINED BY A
24 LOCAL EDUCATION PROVIDER. AFTER RECEIVING A REQUEST FOR
25 CORRECTION THAT DOCUMENTS THE FACTUAL INACCURACY, THE LOCAL
26 EDUCATION PROVIDER THAT MAINTAINS THE STUDENT PERSONALLY
27 IDENTIFIABLE INFORMATION SHALL CORRECT THE FACTUAL INACCURACY

1 AND CONFIRM THE CORRECTION TO THE PARENT WITHIN A REASONABLE
2 AMOUNT OF TIME.

3 (2) (a) THE GOVERNING BOARD OF EACH LOCAL EDUCATION
4 PROVIDER SHALL ADOPT A POLICY FOR HEARING COMPLAINTS FROM
5 PARENTS REGARDING THE LOCAL EDUCATION PROVIDER'S COMPLIANCE
6 WITH THE REQUIREMENTS OF THIS ARTICLE. AT A MINIMUM, THE POLICY
7 MUST PROVIDE A PARENT THE OPPORTUNITY TO SUBMIT INFORMATION TO
8 THE GOVERNING BOARD AND RECEIVE A HEARING BY THE GOVERNING
9 BOARD AND MUST REQUIRE THE GOVERNING BOARD TO TAKE ACTION ON
10 THE PARENT'S COMPLAINT WITHIN SIXTY DAYS AFTER THE HEARING.

11 (b) IF A LOCAL EDUCATION PROVIDER DOES NOT COMPLY WITH THE
12 REQUIREMENTS SPECIFIED IN THIS ARTICLE, A STUDENT'S PARENT MAY
13 SUBMIT A COMPLAINT TO THE GOVERNING BOARD OF THE LOCAL
14 EDUCATION PROVIDER IN ACCORDANCE WITH THE COMPLAINT POLICY
15 ADOPTED IN ACCORDANCE WITH PARAGRAPH (a) OF THIS SUBSECTION (2).

16 **SECTION 2. Repeal of relocated provisions in this act.** In
17 Colorado Revised Statutes, **repeal** 22-2-309; except that 22-2-309 (1) is
18 not relocated.

19 **SECTION 3. Act subject to petition - effective date.** This act
20 takes effect at 12:01 a.m. on the day following the expiration of the
21 ninety-day period after final adjournment of the general assembly (August
22 10, 2016, if adjournment sine die is on May 11, 2016); except that, if a
23 referendum petition is filed pursuant to section 1 (3) of article V of the
24 state constitution against this act or an item, section, or part of this act
25 within such period, then the act, item, section, or part will not take effect
26 unless approved by the people at the general election to be held in

- 1 November 2016 and, in such case, will take effect on the date of the
- 2 official declaration of the vote thereon by the governor.