

**Second Regular Session  
Seventieth General Assembly  
STATE OF COLORADO**

**PREAMENDED**

*This Unofficial Version Includes Committee  
Amendments Not Yet Adopted on Second Reading*

LLS NO. 16-0458.02 Julie Pelegrin x2700

**HOUSE BILL 16-1423**

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**HOUSE SPONSORSHIP**

**Lundeen and Garnett,**

**SENATE SPONSORSHIP**

**Hill,**

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**House Committees**  
Education

**Senate Committees**

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**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.**

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**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.*

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



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 OVERWRITE DATA, OR USE ANOTHER  
15 EFFECTIVE METHOD OF DATA DESTRUCTION, AS NECESSARY TO RENDER  
16 THE DATA PERMANENTLY IRRETRIEVABLE FROM EVERY DATA STORAGE  
17 REGION IN WHICH IT MAY BE STORED. DESTROYING DATA DOES NOT  
18 REQUIRE AN ENTITY TO PHYSICALLY DESTROY DISC DRIVES, SERVERS, OR  
19 OTHER DATA-STORAGE-RELATED HARDWARE.

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

27 (5) "PARENT" MEANS A STUDENT'S BIOLOGICAL OR ADOPTIVE

1 PARENT OR THE STUDENT'S LEGAL GUARDIAN.

2 (c) ~~"Personally identifiable data" means a dataset that is linked to~~  
3 ~~a specific student or the student's parent or legal guardian and that would~~  
4 ~~allow a reasonable person in the school community, who does not have~~  
5 ~~knowledge of the relevant circumstances, to identify the student, parent,~~  
6 ~~or legal guardian with reasonable certainty.~~

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

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

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

14 (II) IS USED AT THE DIRECTION OF TEACHERS OR OTHER  
15 EMPLOYEES OF A PRESCHOOL, ELEMENTARY SCHOOL, OR SECONDARY  
16 SCHOOL; AND

17 (III) COLLECTS, MAINTAINS, OR USES STUDENT PERSONALLY  
18 IDENTIFIABLE INFORMATION.

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

24 (8) "SCHOOL SERVICE CONTRACT PROVIDER" OR "CONTRACT  
25 PROVIDER" MEANS AN ENTITY, OTHER THAN A PUBLIC EDUCATION ENTITY  
26 OR AN INSTITUTION OF HIGHER EDUCATION, THAT ENTERS INTO A FORMAL,  
27 NEGOTIATED CONTRACT WITH A PUBLIC EDUCATION ENTITY TO PROVIDE

1 A SCHOOL SERVICE.

2 (9) "SCHOOL SERVICE ON-DEMAND PROVIDER" OR "ON-DEMAND  
3 PROVIDER" MEANS AN ENTITY, OTHER THAN A PUBLIC EDUCATION ENTITY,  
4 THAT PROVIDES A SCHOOL SERVICE ON OCCASION TO A PUBLIC EDUCATION  
5 ENTITY, SUBJECT TO AGREEMENT BY THE PUBLIC EDUCATION ENTITY, OR  
6 AN EMPLOYEE OF THE PUBLIC EDUCATION ENTITY, TO STANDARD,  
7 NON-NEGOTIABLE TERMS AND CONDITIONS OF SERVICE ESTABLISHED BY  
8 THE PROVIDING ENTITY.

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

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

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

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

24 ~~(II) "Student data" includes:~~

25 ~~(A) State-administered assessment results, including participation~~  
26 ~~information;~~

27 ~~(B) Courses taken and completed, credits earned, and other~~

1 transcript information;  
2 (C) Course grades and grade point average;  
3 (D) Grade level and expected graduation year;  
4 (E) Degree, diploma, credential attainment, or other school exit  
5 information;  
6 (F) Attendance and mobility information between and within  
7 Colorado school districts;  
8 (G) Special education data and special education discipline reports  
9 limited to objective information that is sufficient to produce the federal  
10 Title IV annual incident report;  
11 (H) Date of birth, full name, gender, race, and ethnicity; and  
12 (I) Program participation information required by state or federal  
13 law.

14 (12) "STUDENT DATA SYSTEM" MEANS THE COLORADO  
15 DEPARTMENT OF EDUCATION STUDENT DATA COLLECTION SYSTEM.

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

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

- 1 (a) ADVERTISING TO A STUDENT:
- 2 (I) AT AN ONLINE LOCATION BASED ON THE STUDENT'S CURRENT
- 3 VISIT TO THAT LOCATION OR IN RESPONSE TO THE STUDENT'S REQUEST FOR
- 4 INFORMATION OR FEEDBACK; AND
- 5 (II) WITHOUT THE COLLECTION AND RETENTION OF A STUDENT'S
- 6 ONLINE ACTIVITIES OVER TIME;
- 7 (b) ADAPTIVE LEARNING, PERSONALIZED LEARNING, OR
- 8 CUSTOMIZED EDUCATION; OR
- 9 (c) WITH THE CONSENT OF A STUDENT OR THE STUDENT'S PARENT,
- 10 USING THE STUDENT'S PERSONALLY IDENTIFIABLE INFORMATION TO
- 11 IDENTIFY FOR THE STUDENT INSTITUTIONS OF HIGHER EDUCATION OR
- 12 SCHOLARSHIP PROVIDERS THAT ARE SEEKING STUDENTS WHO MEET
- 13 SPECIFIC CRITERIA.

14 (15) "UNIQUE STUDENT IDENTIFIER" MEANS THE NUMBER

15 ASSIGNED BY THE DEPARTMENT PURSUANT TO SECTION 22-16-105 (1) TO

16 EACH STUDENT ENROLLED IN A PUBLIC SCHOOL.

17 (16) "VENDOR" MEANS A BUSINESS OR OTHER ORGANIZATION WITH

18 WHICH A PUBLIC EDUCATION ENTITY CONTRACTS FOR A PRODUCT OR

19 SERVICE. "VENDOR" INCLUDES A SCHOOL SERVICE CONTRACT PROVIDER.

20 **22-16-104. [Formerly 22-2-309 (3)] State board of education**

21 **- duties - rules.** (1) The state board shall:

22 (a) Create, publish, and make publicly available a data inventory

23 and dictionary or index of data elements with definitions of individual

24 student data fields ~~currently~~ used in the student data system including:

25 (I) Individual student ~~data~~ PERSONALLY IDENTIFIABLE

26 INFORMATION that school districts and PUBLIC schools are required to

27 report by state and federal education mandates; and

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

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

11 (I) The authorized staff of the department that require access to  
12 perform assigned or contractual duties, including staff and contractors  
13 from the office of information and technology that are assigned to the  
14 department;

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

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

20 (IV) Students and their parents; and

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

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

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

1 (I) ~~Guidelines~~ GUIDANCE for authorizing access to the student  
2 data system and to individual student ~~data~~ PERSONALLY IDENTIFIABLE  
3 INFORMATION, including ~~guidelines~~ GUIDANCE for authenticating  
4 authorized access;

5 (II) Privacy compliance standards;

6 (III) Privacy and security audits;

7 (IV) Security breach planning, notice, and procedures;

8 (V) ~~Data~~ STUDENT PERSONALLY IDENTIFIABLE INFORMATION  
9 retention and ~~disposition~~ DESTRUCTION policies, which must include  
10 specific ~~criteria~~ REQUIREMENTS for identifying when and how the ~~data~~  
11 STUDENT PERSONALLY IDENTIFIABLE INFORMATION will be destroyed;

12 (VI) Guidance for school districts and staff regarding ~~data~~  
13 STUDENT PERSONALLY IDENTIFIABLE INFORMATION use;

14 (VII) Consequences for security breaches; and

15 (VIII) Staff training regarding the policies;

16 (e) Ensure routine and ongoing compliance by the department  
17 with the federal "Family Educational Rights and Privacy Act of 1974", 20  
18 U.S.C. sec. 1232g, other relevant privacy laws and policies, and the  
19 privacy and security policies and procedures developed under the  
20 authority of this ~~section~~ ARTICLE, including the performance of  
21 compliance audits;

22 (f) Ensure that agreements involving the disclosure of student ~~data~~  
23 PERSONALLY IDENTIFIABLE INFORMATION for research conducted on  
24 behalf of the department to develop, validate, or administer predictive  
25 tests; administer student aid programs; or improve instruction must:

26 (I) Specify the purpose, scope, and duration of the study or studies  
27 and the information to be disclosed;

1 (II) Require the ~~organization~~ ENTITY, AND ANY SUBCONTRACTORS  
2 OR EMPLOYEES OF THE ENTITY, to use STUDENT personally identifiable  
3 information from education records only to meet the purpose or purposes  
4 of the study as stated in the written agreement;

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

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

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

19 (g) Develop requirements that any department contracts that affect  
20 databases, assessments, or instructional supports that include student ~~or~~  
21 personally identifiable ~~data~~ INFORMATION and are outsourced to ~~private~~  
22 vendors include express provisions that safeguard privacy and security,  
23 including specifying that STUDENT personally identifiable ~~data~~  
24 INFORMATION may ~~only~~ be used ONLY for the purpose specified in the  
25 contract and MUST BE DESTROYED WHEN NO LONGER NEEDED FOR THE  
26 PURPOSE SPECIFIED IN THE CONTRACT; SPECIFYING THE TIME PERIOD IN  
27 WHICH THE INFORMATION MUST BE DESTROYED; prohibiting further

1 disclosure of ~~that data~~ THE STUDENT PERSONALLY IDENTIFIABLE  
2 INFORMATION or its use for commercial purposes THAT ARE OUTSIDE THE  
3 SCOPE OF THE CONTRACT; and ~~include~~ SPECIFYING penalties for  
4 noncompliance, WHICH MUST INCLUDE TERMINATION OF THE CONTRACT  
5 AS REQUIRED IN SECTION 22-16-105 (5); and

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

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

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

21 (b) (I) BEFORE ALLOWING AN INDIVIDUAL TO RECEIVE STUDENT  
22 PERSONALLY IDENTIFIABLE INFORMATION FOR RESEARCH PURPOSES, THE  
23 DEPARTMENT MUST ENTER INTO AN AGREEMENT WITH THE INDIVIDUAL  
24 THAT INCLUDES THE ENTITY THAT SPONSORS THE INDIVIDUAL OR WITH  
25 WHICH THE INDIVIDUAL IS AFFILIATED. AT A MINIMUM, THE AGREEMENT  
26 MUST INCLUDE THE ITEMS SPECIFIED IN SECTION 22-16-104 (1) (f) AND  
27 REQUIRE THE INDIVIDUAL TO COMPLY WITH THE REQUIREMENTS SPECIFIED

1 IN SECTIONS 22-16-109 (1) AND (2) AND 22-16-110 (1) AND (3) THAT ARE  
2 IMPOSED ON SCHOOL SERVICE CONTRACT PROVIDERS.

3 (II) THE PROVISIONS OF THIS PARAGRAPH (b) DO NOT APPLY TO AN  
4 INDIVIDUAL WHO IS SEEKING ONLY AGGREGATE STUDENT INFORMATION.  
5 FOR EACH REQUEST FOR AGGREGATE STUDENT INFORMATION, THE  
6 DEPARTMENT SHALL DETERMINE WHETHER THE SIZE OF THE GROUP,  
7 COHORT, OR INSTITUTION IS TOO SMALL TO PRESERVE THE ANONYMITY OF  
8 THE INDIVIDUALS INCLUDED IN THE DATA, IN WHICH CASE THE STUDENT  
9 DATA DOES NOT QUALIFY AS AGGREGATE DATA.

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

16 (c) THE DEPARTMENT MAY ENTER INTO A DATA-SHARING  
17 AGREEMENT WITH A PUBLIC INSTITUTION OF HIGHER EDUCATION TO  
18 ALLOW THE SHARING OF STUDENT PERSONALLY IDENTIFIABLE  
19 INFORMATION FOR THE PURPOSE OF SATISFYING REQUIREMENTS IMPOSED  
20 ON THE PUBLIC INSTITUTION OF HIGHER EDUCATION BY THE INSTITUTION'S  
21 ACCREDITING BODY. AT A MINIMUM, THE DATA-SHARING AGREEMENT  
22 MUST INCLUDE THE ITEMS SPECIFIED IN SECTION 22-16-104 (1) (f) AND  
23 REQUIRE THE PUBLIC INSTITUTION OF HIGHER EDUCATION TO COMPLY WITH  
24 THE REQUIREMENTS SPECIFIED IN SECTIONS 22-16-109 (1) AND (2) AND  
25 22-16-110 (1) AND (3) THAT ARE IMPOSED ON SCHOOL SERVICE CONTRACT  
26 PROVIDERS. FOR PURPOSES OF THESE REQUIREMENTS, THE ACCREDITING  
27 BODY IS CONSIDERED A SUBCONTRACTOR OF THE PUBLIC INSTITUTION OF

1 HIGHER EDUCATION.

2 (3) [Formerly 22-2-309 (5)] (a) The department shall not require  
3 a ~~school district~~ LOCAL EDUCATION PROVIDER to provide ~~any data~~  
4 STUDENT PERSONALLY IDENTIFIABLE INFORMATION that is not required by  
5 state or federal law; except that it may require ~~data~~ STUDENT PERSONALLY  
6 IDENTIFIABLE INFORMATION not mandated by state or federal law that is  
7 associated with a grant proposal or a ~~district local education agency may~~  
8 ~~be asked~~ THE DEPARTMENT MAY ASK A LOCAL EDUCATION PROVIDER to  
9 voluntarily submit data ~~in order to receive~~ OR INFORMATION AS A  
10 CONDITION OF RECEIVING a benefit, such as grant funding or special  
11 designations.

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

14 (I) Juvenile delinquency records;

15 (II) Criminal records;

16 (III) Medical and health records;

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

18 (V) Student biometric information; AND

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

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

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

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

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

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

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

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

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

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

27 (a) THE NAME OF THE ENTITY OR INDIVIDUAL. IN NAMING AN

1 INDIVIDUAL, THE LIST MUST INCLUDE THE ENTITY THAT SPONSORS THE  
2 INDIVIDUAL OR WITH WHICH THE INDIVIDUAL IS AFFILIATED, IF ANY. IF THE  
3 INDIVIDUAL IS CONDUCTING RESEARCH AT AN INSTITUTION OF HIGHER  
4 EDUCATION, THE LIST MAY INCLUDE THE NAME OF THE INSTITUTION OF  
5 HIGHER EDUCATION AND A CONTACT PERSON IN THE DEPARTMENT THAT  
6 IS ASSOCIATED WITH THE RESEARCH IN LIEU OF THE NAME OF THE  
7 RESEARCHER.

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

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

10 (d) THE TYPES OF STUDENT PERSONALLY IDENTIFIABLE  
11 INFORMATION THAT THE ENTITY OR INDIVIDUAL HOLDS UNDER THE  
12 CONTRACT OR AGREEMENT;

13 (e) THE USE OF THE STUDENT PERSONALLY IDENTIFIABLE  
14 INFORMATION UNDER THE CONTRACT; AND

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

17 (5)(a) THE DEPARTMENT SHALL ENSURE THAT THE TERMS OF EACH  
18 CONTRACT THAT THE DEPARTMENT ENTERS INTO OR RENEWS WITH A  
19 SCHOOL SERVICE CONTRACT PROVIDER ON AND AFTER THE EFFECTIVE  
20 DATE OF THIS ARTICLE, AT A MINIMUM, REQUIRE THE CONTRACT PROVIDER  
21 TO COMPLY WITH THE REQUIREMENTS IN SECTIONS 22-16-108 TO  
22 22-16-110. IF THE CONTRACT PROVIDER COMMITS A MATERIAL BREACH OF  
23 THE CONTRACT THAT INVOLVES THE MISUSE OR UNAUTHORIZED RELEASE  
24 OF STUDENT PERSONALLY IDENTIFIABLE INFORMATION:

25 (I) THE DEPARTMENT SHALL TERMINATE THE CONTRACT; OR

26 (II) THE DEPARTMENT SHALL DETERMINE WHETHER TO TERMINATE  
27 THE CONTRACT IN ACCORDANCE WITH A POLICY ADOPTED BY THE STATE

1 BOARD. AT A MINIMUM, THE POLICY MUST REQUIRE THE STATE BOARD,  
2 WITHIN A REASONABLE TIME AFTER THE DEPARTMENT IDENTIFIES THE  
3 EXISTENCE OF A MATERIAL BREACH, TO HOLD A PUBLIC HEARING THAT  
4 INCLUDES DISCUSSION OF THE NATURE OF THE MATERIAL BREACH, PUBLIC  
5 TESTIMONY, AND A DECISION AS TO WHETHER TO DIRECT THE DEPARTMENT  
6 TO TERMINATE OR CONTINUE THE CONTRACT.

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

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

22 (I) A CONTRACT WITH A SCHOOL SERVICE CONTRACT PROVIDER  
23 THAT REFUSES TO ACCEPT THE TERMS SPECIFIED IN PARAGRAPH (a) OF THIS  
24 SUBSECTION (5) OR THAT HAS SUBSTANTIALLY FAILED TO COMPLY WITH  
25 ONE OR MORE OF THE REQUIREMENTS IN SECTIONS 22-16-108 TO  
26 22-16-110; OR

27 (II) A CONTRACT OR OTHER AGREEMENT, WHICH INCLUDES ACCESS

1 TO OR USE OF STUDENT PERSONALLY IDENTIFIABLE INFORMATION, WITH AN  
2 INDIVIDUAL OR ENTITY OTHER THAN A CONTRACT PROVIDER, THAT  
3 REFUSES TO ACCEPT THE TERMS SPECIFIED IN PARAGRAPH (b) OF THIS  
4 SUBSECTION (5) OR THAT HAS SUBSTANTIALLY FAILED TO COMPLY WITH  
5 ONE OR MORE OF THE REQUIREMENTS IN SECTION 22-16-109 (1) OR (2) OR  
6 22-16-110 (1) OR (3).

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

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

14 (b) Privacy compliance standards;

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

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

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

18 (f) Data collection and sharing procedures;

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

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

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

- 1 (j) Guidance for contracts involving online education services;
- 2 (k) Guidance for publishing a list of vendors that local education
- 3 ~~agencies~~ PROVIDERS contract with that hold student ~~data~~ PERSONALLY
- 4 IDENTIFIABLE INFORMATION;
- 5 (l) Consequences for security breaches; and
- 6 (m) EXAMPLES OF staff training regarding the procedures.
- 7 (2) BASED ON THE DATA SECURITY GUIDANCE ADOPTED PURSUANT
- 8 TO SUBSECTION (1) OF THIS SECTION, ON OR BEFORE MARCH 1, 2017, THE
- 9 DEPARTMENT SHALL CREATE AND MAKE AVAILABLE TO LOCAL EDUCATION
- 10 PROVIDERS A SAMPLE STUDENT INFORMATION PRIVACY AND PROTECTION
- 11 POLICY. THE DEPARTMENT SHALL ANNUALLY REVIEW THE SAMPLE POLICY
- 12 AND REVISE IT AS NECESSARY TO ENSURE THAT IT REMAINS CURRENT AND
- 13 ADEQUATE TO PROTECT THE PRIVACY OF STUDENT PERSONALLY
- 14 IDENTIFIABLE INFORMATION IN LIGHT OF ADVANCES IN DATA TECHNOLOGY
- 15 AND DISSEMINATION. AT A MINIMUM, THE SAMPLE POLICY MUST INCLUDE
- 16 PROTOCOLS FOR:
- 17 (a) CREATING AND MAINTAINING A STUDENT DATA INDEX;
- 18 (b) RETAINING AND DESTROYING STUDENT PERSONALLY
- 19 IDENTIFIABLE INFORMATION;
- 20 (c) USING STUDENT PERSONALLY IDENTIFIABLE INFORMATION FOR
- 21 PURPOSES INTERNAL TO A LOCAL EDUCATION PROVIDER;
- 22 (d) PREVENTING BREACHES IN THE SECURITY OF STUDENT
- 23 PERSONALLY IDENTIFIABLE INFORMATION AND FOR RESPONDING TO ANY
- 24 SECURITY BREACHES THAT OCCUR;
- 25 (e) CONTRACTING WITH SCHOOL SERVICE CONTRACT PROVIDERS
- 26 AND USING SCHOOL SERVICES PROVIDED BY SCHOOL SERVICE ON-DEMAND
- 27 PROVIDERS;

1 (f) DISCLOSING STUDENT PERSONALLY IDENTIFIABLE INFORMATION  
2 TO SCHOOL SERVICE CONTRACT PROVIDERS, SCHOOL SERVICE ON-DEMAND  
3 PROVIDERS, OR OTHER THIRD PARTIES;

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

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

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

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

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

1 ON-DEMAND PROVIDER THAT THE LOCAL EDUCATION PROVIDER MAY  
2 SUBMIT. THE DEPARTMENT SHALL POST THE NOTICES AND WRITTEN  
3 RESPONSES FOR TWENTY-FOUR MONTHS FOLLOWING THE DATE RECEIVED.

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

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

27 (I) THE LOCAL EDUCATION PROVIDER SHALL TERMINATE THE

1 CONTRACT; OR

2 (II) THE LOCAL EDUCATION PROVIDER SHALL DETERMINE  
3 WHETHER TO TERMINATE THE CONTRACT IN ACCORDANCE WITH A POLICY  
4 ADOPTED BY THE GOVERNING BODY OF THE LOCAL EDUCATION PROVIDER.  
5 AT A MINIMUM, THE POLICY MUST REQUIRE THE GOVERNING BODY, WITHIN  
6 A REASONABLE TIME AFTER THE LOCAL EDUCATION PROVIDER IDENTIFIES  
7 THE EXISTENCE OF A MATERIAL BREACH, TO HOLD A PUBLIC HEARING THAT  
8 INCLUDES DISCUSSION OF THE NATURE OF THE MATERIAL BREACH, PUBLIC  
9 TESTIMONY, AND A DECISION AS TO WHETHER TO DIRECT THE LOCAL  
10 EDUCATION PROVIDER TO TERMINATE OR CONTINUE THE CONTRACT.

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

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

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

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

1 COPY OF ANY WRITTEN RESPONSE THE ON-DEMAND PROVIDER MAY  
2 SUBMIT.

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

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

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

25 (c) EACH LOCAL EDUCATION PROVIDER SHALL MAKE COPIES OF THE  
26 STUDENT INFORMATION PRIVACY AND PROTECTION POLICY AVAILABLE  
27 UPON REQUEST TO THE PARENT OF A STUDENT ENROLLED BY THE LOCAL

1 EDUCATION PROVIDER AND SHALL POST A CURRENT COPY OF THE STUDENT  
2 INFORMATION PRIVACY PROTECTION POLICY ON THE LOCAL EDUCATION  
3 PROVIDER'S WEBSITE.

4 **22-16-108. School service contract providers - data**  
5 **transparency.** (1) EACH SCHOOL SERVICE CONTRACT PROVIDER SHALL  
6 PROVIDE CLEAR INFORMATION THAT IS UNDERSTANDABLE BY A  
7 LAYPERSON ABOUT THE ELEMENTS OF STUDENT PERSONALLY  
8 IDENTIFIABLE INFORMATION THAT THE SCHOOL SERVICE CONTRACT  
9 PROVIDER COLLECTS, THE LEARNING PURPOSE FOR WHICH THE SCHOOL  
10 SERVICE CONTRACT PROVIDER COLLECTS THE STUDENT PERSONALLY  
11 IDENTIFIABLE INFORMATION, AND HOW THE SCHOOL SERVICE CONTRACT  
12 PROVIDER USES AND SHARES THE STUDENT PERSONALLY IDENTIFIABLE  
13 INFORMATION. THE INFORMATION MUST INCLUDE ALL STUDENT  
14 PERSONALLY IDENTIFIABLE INFORMATION THAT THE SCHOOL SERVICE  
15 CONTRACT PROVIDER COLLECTS REGARDLESS OF WHETHER IT IS INITIALLY  
16 COLLECTED OR ULTIMATELY HELD INDIVIDUALLY OR IN THE AGGREGATE.  
17 THE SCHOOL SERVICE CONTRACT PROVIDER SHALL PROVIDE THE  
18 INFORMATION TO EACH PUBLIC EDUCATION ENTITY THAT THE SCHOOL  
19 SERVICE CONTRACT PROVIDER CONTRACTS WITH IN A FORMAT THAT IS  
20 EASILY ACCESSIBLE THROUGH A WEBSITE, AND THE PUBLIC EDUCATION  
21 ENTITY SHALL POST THE INFORMATION ON ITS WEBSITE. THE SCHOOL  
22 SERVICE CONTRACT PROVIDER SHALL UPDATE THE INFORMATION AS  
23 NECESSARY TO MAINTAIN ACCURACY.

24 (2) EACH SCHOOL SERVICE CONTRACT PROVIDER SHALL PROVIDE  
25 CLEAR NOTICE TO EACH PUBLIC EDUCATION ENTITY THAT IT CONTRACTS  
26 WITH BEFORE MAKING MATERIAL CHANGES TO ITS PRIVACY POLICY FOR  
27 SCHOOL SERVICES.

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

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

14           **22-16-109. School service contract provider - use of data.**

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

21           (b) A SCHOOL SERVICE CONTRACT PROVIDER MUST OBTAIN THE  
22 CONSENT OF THE STUDENT OR THE STUDENT'S PARENT BEFORE USING  
23 STUDENT PERSONALLY IDENTIFIABLE INFORMATION IN A MANNER THAT IS  
24 MATERIALLY INCONSISTENT WITH THE SCHOOL SERVICE CONTRACT  
25 PROVIDER'S PRIVACY POLICY OR MATERIALLY INCONSISTENT WITH THE  
26 CONTRACT BETWEEN THE SCHOOL SERVICE CONTRACT PROVIDER AND THE  
27 PUBLIC EDUCATION ENTITY THAT APPLIES TO THE COLLECTION OF THE

1 STUDENT PERSONALLY IDENTIFIABLE INFORMATION.

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

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

12 (b) USE OR SHARE STUDENT PERSONALLY IDENTIFIABLE  
13 INFORMATION FOR PURPOSES OF TARGETED ADVERTISING TO STUDENTS;  
14 OR

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

19 (3) NOTWITHSTANDING ANY PROVISION OF PARAGRAPH (b) OF  
20 SUBSECTION (1) OR OF SUBSECTION (2) OF THIS SECTION TO THE  
21 CONTRARY:

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

24 (A) ENSURE LEGAL OR REGULATORY COMPLIANCE OR TO TAKE  
25 PRECAUTIONS AGAINST LIABILITY;

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

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

1 SERVICE CONTRACT PROVIDER'S WEBSITE, ONLINE SERVICE, ONLINE  
2 APPLICATION, OR MOBILE APPLICATION; OR

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

4 (II) IF A SCHOOL SERVICE CONTRACT PROVIDER USES OR DISCLOSES  
5 STUDENT PERSONALLY IDENTIFIABLE INFORMATION AS ALLOWED IN  
6 SUBPARAGRAPH (I) OF THIS PARAGRAPH (a), THE CONTRACT PROVIDER  
7 SHALL NOTIFY THE CONTRACTING PUBLIC EDUCATION ENTITY AS SOON AS  
8 POSSIBLE AFTER THE USE OR DISCLOSURE OF THE INFORMATION.

9 (b) A SCHOOL SERVICE CONTRACT PROVIDER MAY USE, OR  
10 DISCLOSE STUDENT PERSONALLY IDENTIFIABLE INFORMATION TO, A  
11 SUBCONTRACTOR ONLY IF THE SCHOOL SERVICE CONTRACT PROVIDER  
12 CONTRACTUALLY REQUIRES THE SUBCONTRACTOR TO COMPLY WITH  
13 SECTION 22-16-108, THIS SECTION, AND SECTIONS 22-16-110 AND  
14 22-16-111. THE PROVISIONS OF THIS PARAGRAPH (b) APPLY TO THE  
15 ABILITY OF AN INITIAL OR SUBSEQUENT SUBCONTRACTOR TO FURTHER  
16 SUBCONTRACT. IF A PUBLIC EDUCATION ENTITY DETERMINES THAT AN  
17 INITIAL OR SUBSEQUENT SUBCONTRACTOR HAS COMMITTED A MATERIAL  
18 BREACH OF THE CONTRACT THAT INVOLVES THE MISUSE OR  
19 UNAUTHORIZED RELEASE OF STUDENT PERSONALLY IDENTIFIABLE  
20 INFORMATION, THE PUBLIC EDUCATION ENTITY SHALL COMPLY WITH THE  
21 REQUIREMENTS OF SECTION 22-16-105 (5) (a) OR 22-16-107 (2) (a), AS  
22 APPLICABLE; EXCEPT THAT [REDACTED] THE PUBLIC EDUCATION ENTITY IS NOT  
23 REQUIRED TO TERMINATE OR CONSIDER TERMINATING THE CONTRACT IF  
24 THE SCHOOL SERVICE CONTRACT PROVIDER TERMINATES THE CONTRACT  
25 WITH THE SUBCONTRACTOR AS SOON AS POSSIBLE AFTER THE CONTRACT  
26 PROVIDER KNOWS OR HAS REASON TO KNOW OF THE INITIAL OR  
27 SUBSEQUENT SUBCONTRACTOR'S MATERIAL BREACH.

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

6           **22-16-110. School service contract provider - data security -**  
7 **data destruction.** (1) EACH SCHOOL SERVICE CONTRACT PROVIDER SHALL  
8 MAINTAIN A COMPREHENSIVE INFORMATION SECURITY PROGRAM THAT IS  
9 REASONABLY DESIGNED TO PROTECT THE SECURITY, PRIVACY,  
10 CONFIDENTIALITY, AND INTEGRITY OF STUDENT PERSONALLY  
11 IDENTIFIABLE INFORMATION. THE INFORMATION SECURITY PROGRAM MUST  
12 MAKE USE OF APPROPRIATE ADMINISTRATIVE, TECHNOLOGICAL, AND  
13 PHYSICAL SAFEGUARDS.

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

22           (a) THE SCHOOL SERVICE CONTRACT PROVIDER OBTAINS THE  
23 CONSENT OF THE STUDENT OR THE STUDENT'S PARENT TO RETAIN THE  
24 STUDENT'S STUDENT PERSONALLY IDENTIFIABLE INFORMATION; OR

25           (b) THE STUDENT HAS TRANSFERRED TO ANOTHER PUBLIC  
26 EDUCATION ENTITY AND THE RECEIVING PUBLIC EDUCATION ENTITY HAS  
27 REQUESTED THAT THE SCHOOL SERVICE CONTRACT PROVIDER RETAIN THE

1 STUDENT'S STUDENT PERSONALLY IDENTIFIABLE INFORMATION.

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

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

17 (1) NOTWITHSTANDING ANY PROVISION OF THIS ARTICLE TO THE  
18 CONTRARY, THIS ARTICLE DOES NOT PROHIBIT THE USE OF STUDENT  
19 PERSONALLY IDENTIFIABLE INFORMATION TO:

20 (a) USE ADAPTIVE LEARNING OR DESIGN PERSONALIZED OR  
21 CUSTOMIZED EDUCATION;

22 (b) MAINTAIN, DEVELOP, SUPPORT, IMPROVE, OR DIAGNOSE A  
23 SCHOOL SERVICE CONTRACT PROVIDER'S WEBSITE, ONLINE SERVICE,  
24 ONLINE APPLICATION, OR MOBILE APPLICATION;

25 (c) PROVIDE RECOMMENDATIONS FOR SCHOOL, EDUCATIONAL, OR  
26 EMPLOYMENT PURPOSES WITHIN A SCHOOL SERVICE, SO LONG AS THE  
27 RESPONSE IS NOT DETERMINED IN WHOLE OR IN PART BY PAYMENT OR

1 OTHER CONSIDERATION FROM A THIRD PARTY;

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

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

13 (f) PROVIDE FOR THE STUDENT, ONLY WITH THE EXPRESS WRITTEN  
14 CONSENT OF THE STUDENT OR THE STUDENT'S PARENT GIVEN IN RESPONSE  
15 TO CLEAR AND CONSPICUOUS NOTICE, ACCESS TO EMPLOYMENT  
16 OPPORTUNITIES, EDUCATIONAL SCHOLARSHIPS OR FINANCIAL AID, OR  
17 POSTSECONDARY EDUCATION OPPORTUNITIES, REGARDLESS OF WHETHER  
18 THE SCHOOL SERVICES CONTRACT PROVIDER RECEIVES CONSIDERATION  
19 FROM ONE OR MORE THIRD PARTIES IN EXCHANGE FOR THE STUDENT  
20 PERSONALLY IDENTIFIABLE INFORMATION. THIS EXCEPTION APPLIES ONLY  
21 TO SCHOOL SERVICES CONTRACT PROVIDERS THAT PROVIDE NATIONALLY  
22 RECOGNIZED ASSESSMENTS THAT POSTSECONDARY INSTITUTIONS OF  
23 HIGHER EDUCATION USE IN MAKING ADMISSIONS DECISIONS.

24 (2) THIS ARTICLE DOES NOT:

25 (a) IMPOSE A DUTY ON A PROVIDER OF AN INTERACTIVE COMPUTER  
26 SERVICE, AS DEFINED IN 47 U.S.C. SEC. 230, TO REVIEW OR ENFORCE  
27 COMPLIANCE WITH THIS ARTICLE BY SCHOOL SERVICE CONTRACT

1 PROVIDERS OR SCHOOL SERVICE ON-DEMAND PROVIDERS;

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

5 (c) LIMIT INTERNET SERVICE PROVIDERS FROM PROVIDING  
6 INTERNET CONNECTIVITY TO PUBLIC SCHOOLS OR TO STUDENTS AND THEIR  
7 FAMILIES;

8 (d) PROHIBIT A SCHOOL SERVICE CONTRACT PROVIDER FROM  
9 MARKETING EDUCATIONAL PRODUCTS DIRECTLY TO PARENTS SO LONG AS  
10 THE MARKETING DOES NOT RESULT FROM THE USE OF STUDENT  
11 PERSONALLY IDENTIFIABLE INFORMATION OBTAINED BY THE SCHOOL  
12 SERVICE CONTRACT PROVIDER AS A RESULT OF PROVIDING ITS WEBSITE,  
13 ONLINE SERVICE, ONLINE APPLICATION, OR MOBILE APPLICATION; OR

14 (e) IMPOSE A DUTY ON A PROVIDER OF AN ELECTRONIC STORE,  
15 GATEWAY, MARKETPLACE, OR OTHER MEANS OF PURCHASING OR  
16 DOWNLOADING SOFTWARE OR APPLICATIONS TO REVIEW OR ENFORCE  
17 COMPLIANCE WITH THIS ARTICLE ON THAT SOFTWARE OR THOSE  
18 APPLICATIONS.

19 (3) THE REQUIREMENTS SPECIFIED IN SECTIONS 22-16-108 TO  
20 22-16-110 APPLY TO SCHOOL SERVICE CONTRACT PROVIDERS THAT ENTER  
21 INTO OR RENEW CONTRACTS WITH PUBLIC EDUCATION ENTITIES ON OR  
22 AFTER THE EFFECTIVE DATE OF THIS ARTICLE.

23 **22-16-112. Parent rights - complaint policy.** (1) THE PARENT OF  
24 A STUDENT ENROLLED BY A LOCAL EDUCATION PROVIDER HAS THE RIGHT:

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

1           (b) TO REQUEST FROM THE LOCAL EDUCATION PROVIDER A PAPER  
2 OR ELECTRONIC COPY OF HIS OR HER CHILD'S STUDENT PERSONALLY  
3 IDENTIFIABLE INFORMATION, INCLUDING STUDENT PERSONALLY  
4 IDENTIFIABLE INFORMATION MAINTAINED BY A SCHOOL SERVICE  
5 CONTRACT PROVIDER. IF A PARENT REQUESTS AN ELECTRONIC COPY OF  
6 THE PARENT'S CHILD'S STUDENT PERSONALLY IDENTIFIABLE INFORMATION,  
7 THE LOCAL EDUCATION PROVIDER SHALL PROVIDE AN ELECTRONIC COPY  
8 OF THE STUDENT PERSONALLY IDENTIFIABLE INFORMATION UNLESS THE  
9 LOCAL EDUCATION PROVIDER DOES NOT MAINTAIN STUDENT PERSONALLY  
10 IDENTIFIABLE INFORMATION IN ELECTRONIC FORMAT AND REPRODUCING  
11 THE STUDENT PERSONALLY IDENTIFIABLE INFORMATION IN AN ELECTRONIC  
12 FORMAT WOULD BE UNDULY BURDENSOME.

13           (c) TO REQUEST CORRECTIONS TO FACTUALLY INACCURATE  
14 STUDENT PERSONALLY IDENTIFIABLE INFORMATION MAINTAINED BY A  
15 LOCAL EDUCATION PROVIDER. AFTER RECEIVING A REQUEST FOR  
16 CORRECTION THAT DOCUMENTS THE FACTUAL INACCURACY, THE LOCAL  
17 EDUCATION PROVIDER THAT MAINTAINS THE STUDENT PERSONALLY  
18 IDENTIFIABLE INFORMATION SHALL CORRECT THE FACTUAL INACCURACY  
19 AND CONFIRM THE CORRECTION TO THE PARENT WITHIN A REASONABLE  
20 AMOUNT OF TIME.

21           (2) (a) THE GOVERNING BOARD OF EACH LOCAL EDUCATION  
22 PROVIDER SHALL ADOPT A POLICY FOR HEARING COMPLAINTS FROM  
23 PARENTS REGARDING THE LOCAL EDUCATION PROVIDER'S COMPLIANCE  
24 WITH THE REQUIREMENTS OF THIS ARTICLE. AT A MINIMUM, THE POLICY  
25 MUST PROVIDE A PARENT THE OPPORTUNITY TO SUBMIT INFORMATION TO  
26 THE GOVERNING BOARD AND RECEIVE A HEARING BY THE GOVERNING  
27 BOARD AND MUST REQUIRE THE GOVERNING BOARD TO TAKE ACTION ON

1 THE PARENT'S COMPLAINT WITHIN SIXTY DAYS AFTER THE HEARING.

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

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

10 **SECTION 3. Act subject to petition - effective date.** This act  
11 takes effect at 12:01 a.m. on the day following the expiration of the  
12 ninety-day period after final adjournment of the general assembly (August  
13 10, 2016, if adjournment sine die is on May 11, 2016); except that, if a  
14 referendum petition is filed pursuant to section 1 (3) of article V of the  
15 state constitution against this act or an item, section, or part of this act  
16 within such period, then the act, item, section, or part will not take effect  
17 unless approved by the people at the general election to be held in  
18 November 2016 and, in such case, will take effect on the date of the  
19 official declaration of the vote thereon by the governor.