



Liberty Common School

1725 Sharp Point Dr. Fort Collins, CO 80525

Liberty Common High School

2745 Minnesota Dr. Fort Collins, CO 80525

STUDENT DATA PRIVACY POLICY

I. Policy Statement.

Student privacy is a critical component of Liberty Common School’s (LCS) operations, and the protection and management of the various types of student records and Personally Identifiable Information (PII) is critical to LCS’s operations. LCS maintains student files, as well as computer systems and related devices that collect and record data as required for educational delivery, management, and reporting purposes. These key collections of information should never be disclosed unless the Administration deems it necessary, on a case-by-case basis, to disclose to authorized individuals.

The purpose of this policy (Policy) is to establish general privacy requirements for student records and PII academic and discipline records, and information captured or generated by Liberty Common School’s operations, systems, network devices, or communications. This includes systems and devices involved in the transmission and storage of voice data. The policy further delimits conditions where PII may be disclosed.

The privacy and protection of confidential student and faculty education records and the PII contained therein shall be governed by the federal Family Education Rights and Privacy Act (FERPA), the Colorado Student Data Transparency and Security Act (SDTSA), and by this Policy.

LCS is committed to providing a place for learning, teaching, and gathering free from concerns that one’s PII will be poorly protected and/or misused. The adoption and enforcement of the provisions of this Policy are in keeping with this commitment.

II. Scope of Policy.

This Policy applies to all LCS staff and students that create, deploy, or support LCS-gathered or LCS-processed information.

III. Definitions.

1. **Personally Identifiable Information.** As used in this policy, “personally identifiable information” (PII) is information that, alone or in combination, is linked or linkable to a specific individual so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the individual with reasonable certainty. All student PII is confidential and private. LCS data privacy procedures adhere to the guidelines set forth in FERPA and SDTSA.

PII includes but is not limited to: (1) the student’s name; (2) the name of the student’s parent or other family members; (3) the address or phone number of the student or student’s family; (4) personal identifiers such as the student’s social security number, student number or biometric record; or (5) indirect identifiers such as the student’s date of birth, place of birth or mother’s maiden name.

2. **Student Academic and Discipline Records.** "Records" are any information or data, including but not limited to academic and discipline records, recorded in any medium including, but not limited to, handwriting, print, tapes, film, and any electronic storage or retrieval media. "Student records" are those records directly related to a student and maintained by LCS.
3. **Third Party.** A third party, for the purpose of this Policy, is an entity other than LCS or a person who is not employed by LCS.

IV. Maintenance of Student Records and Data Retention and Destruction.

All student-education records, including but not limited to confidential PII and student academic and discipline records, shall be retained for the periods required by applicable law and relevant LCS policy. Thereafter, such records are subject to destruction in accordance with applicable law and LCS administrative guidelines and procedures.

V. Access to Student Records and Personally Identifiable Information.

1. Access to PII, and the collection and sharing of PII, is only authorized in accordance with applicable law and this Policy.
2. Requests for any student academic and/or discipline records will be denied unless it can be reasonably ascertained by an LCS administrator that there is parental consent for the release of requested records to the individual or entity furnishing the request. Every new request for

a student records will require a new communication of parental consent to an LCS administrator.

3. Access to LCS computers, e-mail and document accounts, and to electronically stored PII shall be password protected. Further, LCS administrators shall ensure the security of electronically stored PII, including but not limited to: (1) controlled building access; and (2) video surveillance monitoring of building's ingress/egress.
4. The Director of Information Technology shall implement practices and procedures to maintain the security of electronically stored PII, including but not limited to: (1) access logging and monitoring by device and location; (2) intrusion penetration and vulnerability testing; (3) use of automated tools and monitoring procedures to detect, report and remediate system vulnerabilities and breaches; (4) responding to threats and occurrences of unauthorized access, loss, disclosure, modification, disruption or destruction of electronically stored PII; and (5) notifying the LCS administration of affected persons of such threats and occurrences.
5. LCS employees, volunteers and students shall report to the LCS administration all threats and known or suspected occurrences of unauthorized access, loss, disclosure, modification, disruption or destruction of electronically stored student records or confidential PII.

VI. Staff Training.

LCS shall take measures to periodically educate and train staff regarding its obligation under governing law and this Policy to maintain the privacy and protection of student records and PII, including but not limited to maintaining the privacy and protection of PII when using LCS information technology, online services and mobile applications.

VII. Vendor or Provider Misuse and/or Unauthorized Disclosure of PII

If a "school service contract provider" (as defined by the SDTSA) commits a material breach of a contract with LCS that involves the misuse or unauthorized disclosure of PII, that contract shall be subject to termination and the school service contract provider may be disqualified from future contracts with LCS.

Policy Adopted: