

# 552: St. George Academy Data Governance Plan

## 1. Policy

1.1 Data governance is an organizational approach to data and information management that is formalized as a set of policies and procedures that encompass the full life cycle of data; from acquisition, to use, to disposal. St. George Academy takes seriously its moral and legal responsibility to protect student privacy and ensure data security. [Utah's Student Data Protection Act \(SDPA\), U.C.A §53A-1-1401](#) requires that St. George Academy adopt a Data Governance Plan.

## 2. Scope and Applicability

2.1 This policy is applicable to all employees, temporary employees, and contractors of the St. George Academy. The policy must be used to assess agreements made to disclose data to third parties. This policy must also be used to assess the risk of conducting business. In accordance with SGA policy and procedures, this policy will be reviewed and adjusted on an annual basis or more frequently, as needed. This policy is designed to ensure only authorized disclosure of confidential information.

2.2 St. George Academy's Data Governance Plan works in conjunction with the Technology Security Policy, which:

2.2.1 Designates St. George Academy as the steward for all confidential information maintained within St. George Academy.

2.2.2 Designates Data Stewards' access for all confidential information.

2.2.3 Requires Data Stewards to maintain a record of all confidential information that they are responsible for.

2.2.4 Requires Data Stewards to manage confidential information according to this policy and all other applicable policies, standards and plans.

2.2.5 Complies with all legal, regulatory, and contractual obligations regarding privacy of school data.

2.2.6 Provides the authority to design, implement, and maintain privacy procedures meeting St. George Academy standards concerning the privacy of data in motion, at rest and processed by related information systems.

2.2.7 Ensures that all St. George Academy board members, employees, contractors, and volunteers comply with the policy and undergo annual privacy training.

2.2.8 Provides policies and process for systems administration, network security, identity, authentication, and access management, data protection, incident responses, acquisition and asset management, and policy, audit, e-discovery, and training.

### 3. Data Advisory Groups

3.1 St. George Academy has a two-tiered data governance structure to ensure that data is protected at all levels of St. George Academy's educational system.

3.2 LEA Student Data Manager will;

3.2.1 Authorize and manage sharing outside of the education entity of personally identifiable student data from a cumulative record for the education entity.

3.2.2 Act as the primary local point of contact for the state student data officer;

3.2.3 A student data manager may share personally identifiable student data that are:

- a. of a student with the student and the student's parent
- b. required by state or federal law
- c. in an aggregate form with appropriate data redaction techniques applied
- d. for a school official
- e. for an authorized caseworker or other representative of the Department of Human Services or the Juvenile Court
- f. in response to a subpoena issued by a court
- g. directory information
- h. submitted data requests from external researchers or evaluators

3.2.4 A student data manager may not share personally identifiable student data for the purpose of external research or evaluation;

3.2.5 Create and maintain a list of all SGA staff that have access to personally identifiable student data;

3.2.6 Ensure annual SGA level training on data privacy to all staff members, including volunteers;

3.2.7 Document all staff names, roles, and training dates, times, locations, and agendas.

3.3 IT Systems Security Managers will;

3.3.1 Act as the primary point of contact for state student data security administration in assisting the board to administer this part;

3.3.2 Ensure compliance with security systems laws throughout the public education system, including providing training and support to applicable St. George Academy employees and producing resource materials, model plans, and model forms for SGA systems security and;

3.3.3 Investigate complaints of alleged violations of systems breaches.

## 4. Employee Non-Disclosure Assurances

4.1 Employee non-disclosure assurances are intended to minimize the risk of human error and misuse of information.

4.2 All St. George Academy employees, contractors and volunteers must sign and comply with the terms of the St. George Academy Employee Non-Disclosure Agreement (See Appendix A), which describes the permissible uses of state technology and information.

4.3 Non-compliance with the agreements shall result in consequences up to and including removal of access to St. George Academy network; if this access is required for employment, employees and contractors may be subject to dismissal.

## 5. Non-Disclosure Assurances

5.1 All student data utilized by St. George Academy is protected as defined by the [Family Educational Rights and Privacy Act \(FERPA\)](#) and Utah statute. This policy outlines the way St. George Academy staff is to utilize data and protect personally identifiable and confidential information. A signed agreement form is required from all St. George Academy staff to verify agreement to adhere to/abide by these practices and will be maintained by St. George Academy Administration. All St. George Academy employees (including contract or temporary) will:

5.2 Complete a Security and Privacy Fundamentals Training.

5.3 Complete a Security and Privacy Training for Researchers and Evaluators or if requested by the Student Data Manager.

5.4 Consult with St. George Academy internal data owners when creating or disseminating reports containing data.

5.5 Use password-protected SGA-authorized computers when accessing any student-level or staff-level records.

5.6 Will not share individual passwords for personal computers or data systems with anyone.

5.7 Log out of any data system/portal and close the browser after each use.

5.8 Store sensitive data on appropriate-secured location. Unsecured access and flash drives or other removable media, or personally owned computers or devices are not deemed appropriate for storage of sensitive, confidential or student data.

5.9 Keep printed reports with personally identifiable information in a secure location while unattended and use the secure document destruction service provided at St. George Academy when disposing of such records.

5.10 Will not share personally identifying data during public presentations, webinars, etc. If users need to demonstrate student/staff level data, demo records should be used for such presentations.

5.11 Redact any personally identifiable information when sharing sample reports with general audiences, in accordance with guidance provided by the student data manager, found in Appendix B (Protecting PII in Public Reporting).

5.12 Take steps to avoid disclosure of personally identifiable information in reports, such as aggregating, data suppression, rounding, recoding, blurring, perturbation, etc.

5.13 Delete files containing sensitive data after using them on computers or move them to secured servers or personal folders accessible only by authorized parties.

5.14 Will not use email to send screenshots, text, or attachments that contain personally identifiable or other sensitive information.

5.15 Use secure methods when sharing or transmitting sensitive data.

5.16 Will not transmit student/staff-level data externally unless expressly authorized in writing by the data owner and then only transmit data via approved methods such as described in item ten.

5.17 Limit use of individual data to the purposes which have been authorized within the scope of job responsibilities.

## 6. Data Security and Privacy Training

6.1 St. George Academy will provide a range of training opportunities for all St. George Academy staff, including volunteers, contractors, and temporary employees with access to student educational data or confidential educator records in order to minimize the risk of human error and misuse of information.

6.2 Within the first week of employment, all St. George Academy employees and contracted partners must sign and follow the St. George Academy Employee Acceptable Use Policy, which describes the permissible uses of state technology and information.

6.3 New employees who do not comply may not be able to use St. George Academy networks or technology.

6.4 All current St. George Academy employees and contracted partners are required to participate in an annual Privacy and FERPA training.

6.5 Participation in the training as well as a signed copy of the Employee Non-Disclosure Agreement will be annually monitored by SGA Administration.

## 7. Data Disclosure

[Board Rule R277-487](#)

7.1 Providing data to persons and entities outside of the St. George Academy increases transparency, promotes education in St. George Academy, and increases knowledge about Utah public education. This policy establishes the protocols and procedures for sharing data maintained by St. George Academy. It is intended to be consistent with the disclosure provisions of the federal [Family Educational Rights and Privacy Act \(FERPA\)](#), [20 U.S.C. 1232g](#), [34 CFR Part 99](#) and [Utah's Student Data Protection Act \(SDPA\)](#), [U.C.A §53A-1-1401](#).

7.2. In accordance with [FERPA regulations 20 U.S.C. § 1232g \(a\)\(1\) \(A\) \(B\) \(C\) and \(D\)](#), St. George Academy will provide parents with access to their student's education records, or an eligible student access to his or her own education records (excluding information on other students, the financial records of parents, and confidential letters of recommendation if the student has waived the right to access), within 45 days of receiving an official request. St. George Academy is not required to provide data that it does not maintain, nor is St. George Academy required to create education records in response to an eligible student's request.

7.3 Third party vendors may have access to students' personally identifiable information if the vendor is designated as a "school official" as defined in [FERPA](#), [34 CFR §§ 99.31\(a\)\(1\) and 99.7\(a\)\(3\)\(iii\)](#). A school official may include parties such as: professors, instructors, administrators, health staff, counselors, attorneys, clerical staff, trustees, members of committees and disciplinary boards, military recruitment representative and a contractor, consultant, volunteer or other party to whom the school has outsourced institutional services or functions.

7.4 All third-party vendors contracting with St. George Academy must be compliant with [Utah's Student Data Protection Act \(SDPA\)](#), [U.C.A §53A-1-1401](#). Vendors determined not to be compliant may not be allowed to enter into future contracts with St. George Academy without third-party verification that they are compliant with federal and state law and board rule.

7.5 Internal partners to St. George Academy include LEA and school officials that are determined to have a legitimate educational interest in the information. All requests shall be documented in St. George Academy's Administrative Offices, 380 E 3090 S St. George, Utah 84780.

7.6 St. George Academy may not disclose personally identifiable information of students to external persons or organizations to conduct research or evaluation that is not directly related to a state or federal program reporting requirement, audit, or evaluation. The requesting governmental agency must provide evidence the federal or state requirements to share data in order to satisfy [FERPA](#) disclosure exceptions to data without consent in the case of a federal or state reporting requirement, audit or evaluation.

7.7 The Student Data Manager will ensure the proper data disclosure avoidance are included if necessary. An Interagency Agreement must be reviewed by legal staff and must include "FERPA Student Level Data Protection Standard Terms and Conditions or Required Attachment Language."

7.8 The Student Data Manager will ensure the proper data are shared with external researcher or evaluator to comply with federal, state, and board rules.

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7.9 St. George Academy may not disclose personally identifiable information of students to external persons or organizations to conduct research or evaluation that is not directly related to a state or federal program audit or evaluation. Data that do not disclose PII may be shared with external researcher or evaluators for projects unrelated to federal or state requirements if:

7.9.1 The St. George Academy Board of Directors sponsors an external researcher or evaluator request.

7.9.2 Student data are not PII and are de-identified through disclosure avoidance techniques and other pertinent techniques as determined by the Student Data Management.

7.9.3 Researchers and evaluators supply the St. George Academy a copy of any publication or presentation that uses St. George Academy data 10 business days prior to any publication or presentation.

## 8. Data Breach

8.1 St. George Academy shall follow industry best practices to protect information and data. In the event of a data breach or inadvertent disclosure of personally identifiable information, St. George Academy staff shall follow industry best practices outlined when responding to the breach. Further, St. George Academy shall follow best practices for notifying affected parties, including students, in the case of an adult student, or parents or legal guardians, if the student is not an adult student.

8.2 Concerns about security breaches must be reported immediately to the IT security manager who will collaborate with appropriate members of the contracted IT service provider to determine whether a security breach has occurred.

8.3 If the St. George Academy data breach response team determines that one or more employees or contracted partners have substantially failed to comply with St. George Technology Security Policy and relevant privacy policies, they will identify appropriate consequences, which may include termination of employment or a contract and further legal action.

8.4 Concerns about security breaches that involve the IT Security Manager must be reported immediately to SGA Administration.

## 9. Record Retention and Expungement

9.1 Records retention and expungement policies promote efficient management of records, preservation of records of enduring value, quality access to public information, and data privacy.

9.2 The St. George Academy, staff, and schools shall retain and dispose of student records in accordance with [Section 63G-2-604](#), [53A-1-1407](#), and shall comply with active retention schedules for student records per Utah Division of Archive and Record Services.

## [Board Rule R277-487](#)

9.3 In accordance with [53A-1-1407](#), St. George Academy shall expunge student data that is stored upon request of the student if the student is at least 23 years old.

9.4 St. George Academy may expunge medical records and behavioral test assessments.

9.5 St. George Academy will not expunge student records of grades, transcripts, a record of the student's enrollment or assessment information.

9.6 St. George Academy staff will collaborate with Utah State Archives and Records Services, USOE, SCSB, and any federal agencies in updating data retention schedules.

9.7 St. George Academy maintained student-level discipline data will be expunged after three years of a student's scheduled graduation year.

## 10 Data Collection

10.1 Data elements should be collected only once—no duplicate data collections are permitted. Where possible, data is collected at the lowest level available (i.e. at the student/teacher level). Thus, there are no aggregate data collections if the aggregate data can be derived or calculated from the detailed data.

10.2 For all new data collections, St. George Academy provides clear guidelines for data collection and the purpose of the data request. St. George Academy also notifies stakeholders as soon as possible about future data collections.

10.3 Data Advisory groups shall perform regular data auditing. Data should be analyzed for anomalies, anomalies should be investigated, and Data Advisory groups shall work with IT in explaining and/or correcting the anomalies.

## 11. Data Transparency

11.1 Annually, St. George Academy will publicly post St. George Academy data collections and Metadata Dictionary as described in [Utah's Student Data Protection Act \(SDPA\), U.C.A §53A-1-1401](#)

## St. George Academy Employee Non-Disclosure Agreement

### **As an employee of the St. George Academy, I hereby affirm that: (Initial)**

\_\_\_\_\_ I have read the Employee Non-Disclosure Assurances attached to this agreement form and read and reviewed Data Governance Plan St. George Academy policies. These assurances address general procedures, data use/sharing, and data security.

\_\_\_\_\_ I will abide by the terms of the St. George Academy's policies and its subordinate process and procedures.

\_\_\_\_\_ I grant permission for the manual and electronic collection and retention of security related information, including but not limited to photographic or videotape images, of your attempts to access the facility and/or workstations.

### **Trainings**

\_\_\_\_\_ I have completed St. George Academy's Data Security and Privacy Fundamentals Training. OR

\_\_\_\_\_ I will complete St. George Academy's Data Security and Privacy Fundamentals Training within 30 days.

### **Using St. George Academy Data and Reporting Systems**

\_\_\_\_\_ I will use a password-protected computer when accessing data and reporting systems, viewing student/staff records, and downloading reports.

\_\_\_\_\_ I will not share or exchange individual passwords, for either personal computer(s) or St. George Academy system user accounts, with St. George Academy staff or participating program staff.

\_\_\_\_\_ I will lock or close my computer whenever I leave my computer unattended.

\_\_\_\_\_ I will only access data in which I have received permission to use in order to fulfill job duties.

\_\_\_\_\_ I will not attempt to identify individuals with the data, except as is required to fulfill job or volunteer duties.

### **Handling Sensitive Data**

\_\_\_\_\_ I will keep sensitive data on password-protected LEA-authorized computers.

\_\_\_\_\_ I will keep any printed files containing personally identifiable information in a locked location while unattended.

\_\_\_\_\_ I will not share student/staff-identifying data during public presentations, webinars, etc. I understand that dummy records should be used for such presentations.



\_\_\_\_\_ I will delete files containing sensitive data after working with them from my desktop or local computer drives.

## **Reporting & Data Sharing**

\_\_\_\_\_ I will not disclose, share, or publish any confidential data analysis without the approval of my supervisor.

\_\_\_\_\_ I will take steps to avoid disclosure of personally identifiable information in LEA- or school-level reports, such as aggregating, data suppression, rounding, recoding, blurring, perturbation, etc.

\_\_\_\_\_ I will not use email to send screenshots, text, or attachments that contain personally identifiable or other sensitive information. If I receive an email containing such information, I will delete the screenshots/text when forwarding or replying to these messages.

\_\_\_\_\_ I will not transmit student/staff-level data externally unless explicitly authorized in writing.

\_\_\_\_\_ I will immediately report any data breaches, suspected data breaches, or any other suspicious activity related to data access to my supervisor and the St. George Academy Information Security Officer. Moreover, I acknowledge my role as a public servant and steward of student/staff information and affirm that I will handle personal information with care to prevent disclosure.

## **Consequences for Non-Compliance**

\_\_\_\_\_ I understand that access to the St. George Academy network and systems can be suspended based on any violation of this contract or risk of unauthorized disclosure of confidential information.

\_\_\_\_\_ I understand that failure to report violation of confidentiality by others is just as serious as my own violation and may subject me to personnel action, including termination.

## **Termination of Employment**

\_\_\_\_\_ I agree that upon the cessation of my employment from St. George Academy, I will not disclose or otherwise disseminate any confidential or personally identifiable information to anyone outside of St. George Academy without the prior written permission of the Student Data Manager of St. George Academy.

Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A. Protecting PII in Public Reporting

Public education reports offer the challenge of meeting transparency requirements while also meeting legal requirements to protect each student's personally identifiable information (PII). Recognizing this, the reporting requirements state that subgroup disaggregation of the data may not be published if the results would yield personally identifiable information about an individual student. While the data used by St. George Academy is comprehensive, the data made available to the public is masked to avoid unintended disclosure of personally identifiable information at summary school level reports.

This is done by applying the following statistical method for protecting PII.

1. Underlying counts for groups or subgroups totals are not reported.
2. If a reporting group has 1 or more subgroup(s) with 10 or fewer students.
  - The results of the subgroup(s) with 10 or fewer students are recoded as "N<10"
  - For remaining subgroups within the reporting group
  - For subgroups with 300 or more students, apply the following suppression rules.
    1. Values of 99% to 100% are recoded to  $\geq 99\%$
    2. Values of 0% to 1% are recoded to  $\leq 1\%$
  - For subgroups with 100 or more than but less than 300 students, apply the following suppression rules.
    1. Values of 98% to 100% are recoded to  $\geq 98\%$
    2. Values of 0% to 2% are recoded to  $\leq 2\%$
  - For subgroups with 40 or more but less than 100 students, apply the following suppression rules.
    1. Values of 95% to 100% are recoded to  $\geq 95\%$
    2. Values of 0% to 5% are recoded to  $\leq 5\%$
  - For subgroups with 20 or more but less than 40 students, apply the following suppression rules.
    1. Values of 90% to 100% are recoded to  $\geq 90\%$
    2. Values of 0% to 10% are recoded to  $\leq 10\%$
    3. Recode the percentage in all remaining categories in all groups into intervals as follows (11-19,20-29,...,80-89)
  - For subgroups with 10 or more but less than 20 students, apply the following suppression rules.
    1. Values of 80% to 100% are recoded to  $\geq 80\%$
    2. Values of 0% to 20% are recoded to  $\leq 20\%$
    3. Recode the percentage in all remaining categories in all groups into intervals as follows (20-29,30-39,...,70-79)

## Appendix B. Example Quality Control Checklist

### **Reliability (results are consistent)**

1. Same definitions were used for same or similar data previously reported or it is made very clear in answering the request how and why different definitions were used
2. Results are consistent with other reported results or conflicting results are identified and an explanation provided in request as to why is different
3. All data used to answer this particular request was consistently defined (i.e. if teacher data and student data are reported together, are from the same year/time period)
4. Another St. George Academy data steward could reproduce the results using the information provided in the metadata

### **Validity (results measure what are supposed to measure, data addresses the request)**

5. Request was clarified
6. Identified and included all data owners that would have a stake in the data used
7. Data owners approve of data definitions and business rules used in the request
8. All pertinent business rules were applied
9. Data answers the intent of the request (intent ascertained from clarifying request)
10. Data answers the purpose of the request (audience, use, etc.)
11. Limits of the data are clearly stated
12. Definitions of terms and business rules are outlined so that a typical person can understand what the data represents

### **Presentation**

13. Is date-stamped
14. Small n-sizes and other privacy issues are appropriately handled
15. Wording, spelling, and grammar are correct
16. Data presentation is well organized and meets the needs of the requester
17. Data is provided in a format appropriate to the request
18. A typical person could not easily misinterpret the presentation of the data