

## F1 PROCEDURES

### SOUTH BURLINGTON SCHOOL DISTRICT EDUCATION RECORDS ADMINISTRATIVE PROCEDURES

#### DIRECTORY INFORMATION

The Principal or designee will release directory information without prior written consent unless the parent or guardian or eligible student informs the Principal in writing that any or all of the information designated below should not be released without prior consent.

- Student's name, address, date of birth, dates of enrollment;
- Parent or guardian's name and address;
- Student's grade level classification;
- Student's participation in recognized school activities and sports;
- Weight and height of member of athletic teams; and,
- Student's diplomas, certificates, awards and honors received.

#### NOTIFICATION

1. On an annual basis, the Principal or designee shall ensure notification of parents or guardians of students currently in attendance and eligible students (age 18 and over) currently in attendance of their rights under the [Family Educational Rights and Privacy Act \(FERPA\)](#) of 1974. Notice will be given to inform parents or guardians and eligible students of their rights through the annual distribution of the school handbooks. The notice will include a statement that the parent, guardian, or eligible student has a right to:
  - a. Inspect and review the student's education records;
  - b. Request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;
  - c. Consent to disclosure of personally identifiable information contained in the student's education records, except to the extent that the Act authorizes disclosure without consent;
  - d. File with the U.S. Department of Education a complaint concerning alleged failures by the school to comply with requirements of the Act; and,
  - e. Obtain a copy of the school's policy and written procedures or protocols related to student records.
2. Parents or guardians of students currently in attendance and eligible students shall be notified annually that the Every Student Succeeds Act (ESSA) requires the release of a student's name, address, and telephone listing to military recruiters and institutions of higher learning upon request. In accordance with the Act, parents or eligible students will further be notified that they may request that the district not release this information to colleges, military recruiters, or other agencies and the district will comply with the request.

3. Parents shall be notified annually if the district has or adopts a policy on the collection or use of personal information collected from students for the purpose of marketing or selling that information or otherwise providing that information to others for that purpose, including arrangements to protect student privacy in the event of such collection, disclosure, or use.

## **RELEASE/REVIEW OF STUDENT INFORMATION**

1. **Disclosure of student information** will be made only with the written consent of the parent or guardian or eligible student subject to the following exceptions:
  - Information may be disclosed to officials of the school in which the student is enrolled who have a legitimate educational interest in the records and require the information to adequately carry out their jobs;
  - Information may be disclosed upon request to officials of a school in which the student seeks or intends to enroll;
  - Under court order or subpoena;
  - To individuals seeking Directory Information: see definitions;
  - In connection with a student's request for financial aid; and
  - To appropriate parties in a health or safety emergency.
2. **Parents or guardians of students** or eligible students may inspect and review the student's records upon request. Parents or guardians should submit requests to the Principal in writing specifying as precisely as possible the information he or she wishes to inspect. The Principal will make appropriate arrangements to meet with the parent(s) or guardian(s) for such inspection according to the following procedures.
  - The parent or guardian may request review of records through the principal.
  - The parent or guardian will review the records in the presence of the principal or his/her designee.
  - If desired, the parent or guardian may request a copy of the record. A fee will be assessed to cover the cost of copying the record.
  - Copies will be provided within 45 calendar days.

The Director of Educational Support Systems will make appropriate arrangements to meet with the parent(s) or guardian(s) for such inspection according to the following procedures.

- The parent or guardian may request review of records through the Director of Educational Support Systems.
- The parent or guardian will review the records in the presence of the Director of Educational

- Support Systems or his/her designee.
- If desired, the parent or guardian may request a copy of the record. A fee will be assessed to cover the cost of copying the record.
- Copies will be provided within 45 calendar days.

If an eligible student or parent or guardian believes the education records contain information that is inaccurate, misleading, or in violation of any of the student's rights, s/he may request the building Principal to amend the record. If the building Principal decides not to amend the record as requested, the student or parent or guardian may appeal using the general complaint procedures.

3. **Non-custodial Parents:** Access to a student's school records shall not be denied to a parent solely because that parent has not been awarded parental rights and responsibilities by a court. However, access will be denied where a court order or other legally binding document specifically revokes a parent's right of access to such records.
4. Each contract entered into between the South Burlington School District and persons or entities that may either receive a student's education records or personally identifiable information shall contain a provision setting forth the restrictions on redisclosure of information from education records (see Appendix A).
5. School District will maintain a record of all requests for and/or disclosures of information within a student's educational record. The District will also record all requests for amendment of the record and the disposition of the request(s).

## **JUVENILE COURT RECORDS**

The Family Court is required to inform in writing the Superintendent of the District in which a student is enrolled within seven days of a court finding that the student has committed a delinquent act requiring notice.

1. **Sharing of Information:** The Superintendent or designee shall inform only those for whom the information is necessary for the rehabilitation program of the child or for the protection of staff or students, and only after first evaluating rehabilitation and protection measures that do not involve informing staff or students. "Need to know" should be narrowly and strictly interpreted. Persons receiving this information shall not discuss the information with anyone except the Superintendent, the child, the child's parent or guardian, law enforcement personnel, the student's probation officer, or others who have been similarly informed.
2. **Maintenance of Records:** The notice from the Family Court shall be maintained in the Superintendent's Office in a file separate from the student's education record. Upon the graduation of the student or when the student turns 18, the Superintendent shall destroy the record. If a student transfers to another public or

private school, the Superintendent shall forward the written notice in the original marked envelope to the Superintendent or headmaster of the school to which the student is transferring.

## **TRANSFER OF RECORDS**

When a student transfers to another school or school district, all student records shall be forwarded.

## **STAFF TRAINING**

The Superintendent ensures that training is provided, through an online training platform, to each member of the School Board and staff concerning his or her responsibilities to maintain the confidentiality of information from student education records consistent with the Family Educational Rights and Privacy Act. Such training shall be tailored to the scope of the staff or Board member's duties and, as appropriate, include presentation of information on:

- The maintenance and storage of education records;
- Record keeping requirements regarding disclosure of a student's education records;
- The potential penalties both to the staff member and the school for inappropriate disclosure of a student's education record or personally identifiable information therefrom;
- The definitions of "record," "education record," "directory of information," and "personally identifiable information" under federal law;
- Where to receive advice and direction in circumstances where the Board or staff member's responsibilities in this regard are unclear; and,
- The penalties for violation of the rules of confidentiality set forth in Vermont law.

## Appendix A

This Agreement (hereafter "Agreement") is entered into on <<DATE>> by and between South Burlington School District, 500 Dorset Street, South Burlington, VT 05403 (hereafter "SBSD") and <<Contractor Name and Address>>, an independent contractor (hereafter "Contractor"), in consideration of the mutual promises made herein, as follows:

1. This Agreement will become effective on the <<DATE>> day of <<Month, Year>> and will continue in effect until <<DATE>>. Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.
2. The contractor agrees to provide << Description>> **Services to SBSD**.
  - a. SBSD agrees to furnish space on SBSD premises for use by Contractor while performing the above-described services. Contractor agrees to maintain the workspace in an orderly manner and use the space in concert with District protocols for school safety and acceptable school practices.
  - b. Services will be provided to the student on school days only; services will not be provided during school closings and "unscheduled" closings.
3. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by SBSD or Contractor without the prior written consent of Contractor and SBSD.
4. In consideration for the services to be performed by Contractor, SBSD agrees to pay the Contractor the sum of \$<<AMOUNT>> **per hour**. The maximum contract amount may not exceed \$<<AMOUNT>> unless mutually agreed upon in writing. All invoices must be submitted on a monthly basis with the final invoice to the Superintendent's Office no later than <<DATE>>. Failure to submit invoices by the date may result in delay in payment.

Indemnification: Contractor shall indemnify, hold harmless and, not excluding South Burlington School District's right to participate, defend the District and its Board, officers, employees, agents, and volunteers (hereinafter referred to as "indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the indemnitee, be indemnified by contract from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation,

defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officers, trustees, officials, agents, and employees for losses arising from the work performed by the Contract for the District.

Independent Contractor: Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contracts and not agents of the South Burlington School District. Any provisions in this Contract that may appear to give the District the right to direct Contractor as to details of doing work or to exercise a measure of control over the work means that Contractor shall follow the direction of District as to end results of the work only.

Insurance: Contractor agrees to maintain a Professional and General Liability policy of insurance in the minimum amount to cover any negligent acts committed by Contractor or Contractor's employees or agents during the performance of any duties under this Agreement. Contractor agrees to provide Workers' Compensation insurance for Contractor and or Contractor's employees and agents and agrees to hold harmless and indemnify SBSB for any and all claims arising out of negligent act or omission and any injury, disability, or death of Contractor or any of Contractor's employees or agents.

Criminal Records Check: Under Vermont law, [Title 16, Chapter 5, Subchapter 4](#) persons who may have unsupervised contact with school children must complete a criminal record check. Therefore, any agent or employee of the Contractor who may have unsupervised contact with students must submit to and be cleared to work based on a full criminal record check as provided by law; please contact Diane Kinnon, HR Coordinator, (652-7255 or [dkinnon@sbschools.net](mailto:dkinnon@sbschools.net)) to arrange a time to complete this process.

Confidentiality: Consultant understands and agrees that in the course of his/her service to SBSB s/he may receive and become aware of financial information, health information, student information, employee information, projects, and practices relating to SBSB business. Consultant hereby acknowledges the sensitivity and confidential nature of such information, and covenants and agrees to keep all such information strictly confidential. In this regard, consultant shall not at any time or in any manner, either directly or indirectly, divulge, disclose, communicate, or use the confidential information s/he obtains or is otherwise exposed to while engaged by SBSB.

Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery, email or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change that address by written notices in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing.

Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the performance of services by contractor for SBSB, and

February 20, 2019

contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Partial Invalidity: If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or enforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Governing Law: This agreement shall be governed by and construed in accordance with the laws of the State of Vermont.

\_\_\_\_\_  
Joanne Godek, Director of Educational Support Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Young, Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
<< CONSULTANT Signature >>

\_\_\_\_\_  
Date

\_\_\_\_\_  
<<COMPANY NAME>> and please print name (use if no name given above)

*Services may begin as soon as all parties have signed the contract and contract is returned to:*

**South Burlington School District  
Superintendent's Office  
500 Dorset Street  
South Burlington, VT 05403**