



Rep. Scott Drury

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LRB099 04620 SXM 33703 a

1 AMENDMENT TO HOUSE BILL 810

2 AMENDMENT NO. \_\_\_\_\_. Amend House Bill 810 by replacing  
3 everything after the enacting clause with the following:

4 "Section 5. The School Code is amended by adding Sections  
5 22-80 and 22-81 as follows:

6 (105 ILCS 5/22-80 new)

7 Sec. 22-80. Student data privacy.

8 (a) It is the intent of the General Assembly to help ensure  
9 that information generated by and about students in the course  
10 of, and in connection with, their education is safeguarded and  
11 that student privacy is honored, respected and protected. The  
12 General Assembly finds the following:

13 (1) Information generated by and about students in the  
14 course of, and in connection with, their education is a  
15 vital resource for teachers and school staff in planning  
16 education programs and services, scheduling students into

1 appropriate classes and completing reports for educational  
2 agencies.

3 (2) Information generated by and about students in the  
4 course of, and in connection with, their education is  
5 critical to educators in helping students successfully  
6 graduate from high school and being ready to enter the  
7 workforce or postsecondary education.

8 (3) While information generated by and about students  
9 in the course of, and in connection with, their education  
10 is important for educational purposes, it is also  
11 critically important to ensure that the information is  
12 protected, safeguarded and kept private and used only by  
13 appropriate educational authorities or their permitted  
14 designees and then, only to serve the best interests of the  
15 student.

16 To that end, this Section will help ensure that information  
17 generated by and about students in the course of, and in  
18 connection with, their education is protected and expectations  
19 of privacy are honored.

20 (b) In this Section:

21 "Biometric record" shall have the meaning set forth in the  
22 Illinois School Student Records Act.

23 "Eligible student" shall have the meaning set forth in the  
24 Illinois School Student Records Act.

25 "Parent" shall have the meaning set forth in the Illinois  
26 School Student Records Act.

1       "Personally identifiable information" shall have the  
2 meaning set forth in the Illinois School Student Records Act.

3       "Record" shall have the meaning set forth in the Illinois  
4 School Student Records Act.

5       "School" shall have the meaning set forth in the Illinois  
6 School Student Records Act.

7       "School board" shall have the meaning set forth in the  
8 Illinois School Student Records Act.

9       "School student record" shall have the meaning set forth in  
10 the Illinois School Student Records Act.

11       "State Board" shall have the meaning set forth in the  
12 Illinois School Student Records Act.

13       "Student" shall have the meaning set forth in the Illinois  
14 School Student Records Act.

15       "Student data" means school student records, student  
16 permanent records, student temporary records, or any other  
17 records, personally identifiable information, or intellectual  
18 property of a student.

19       "Student permanent record" shall have the meaning set forth  
20 in the Illinois School Student Records Act.

21       "Student temporary record" shall have the meaning set forth  
22 in the Illinois School Students Records Act.

23       "Targeted advertising" means any form of advertising aimed  
24 directly at a specific individual or group of individuals based  
25 on a known or assumed trait or traits, including, but not  
26 limited to, age, gender, race, grade level, address, observed

1 behavior, or academic achievement.

2 "Vendor" means any entity and its officers, employees,  
3 agents, independent contractors, and subcontractors that  
4 provides or offers to provide a product or service to a school  
5 board, which product or service is marketed or designed for  
6 school purposes or which the entity knows or reasonably should  
7 know will be used for school purposes.

8 (c) Any vendor who receives any student data from a school  
9 board or the State Board in any manner is prohibited from:

10 (1) advertising or marketing, including targeted  
11 advertising, based on:

12 (A) any information, including personally  
13 identifiable information, contained in the school  
14 student records, student permanent records, student  
15 temporary records, or any other records of a student;

16 (B) any information generated by or about students  
17 in connection with their use of the vendor's product or  
18 service; or

19 (C) any records created by the vendor as a result  
20 of students' use of the vendor's product or service;

21 (2) creating, generating, or otherwise amassing a  
22 profile about any student for any purpose other than to  
23 provide the school board with information about student  
24 academic growth or achievement;

25 (3) selling or otherwise disclosing the following to  
26 anyone other than the school board, unless such sale or

1 disclosure is required by court order or to comply with the  
2 Illinois School Student Records Act or the federal Family  
3 Educational Rights and Privacy Act (20 U.S.C. 1232g) or is  
4 expressly authorized by this Section:

5 (A) any information, including personally  
6 identifiable information, contained in the school  
7 student records, student permanent records, student  
8 temporary records, or any other records of a student;

9 (B) any information generated by or about students  
10 in connection with their use of the vendor's product or  
11 service;

12 (C) any records created by the vendor as a result  
13 of students' use of the vendor's product or service; or

14 (D) any student's intellectual property;

15 (4) exercising or claiming any rights, implied or  
16 otherwise, to:

17 (A) any information, including personally  
18 identifiable information, contained in the school  
19 student records, student permanent records, student  
20 temporary records, or any other records of a student;

21 (B) any information generated by or about students  
22 in connection with their use of the vendor's product or  
23 service;

24 (C) any records created by the vendor as a result  
25 of students' use of the vendor's product or service; or

26 (D) any student's intellectual property;

1           (5) storing or processing outside the United States:

2           (A) any information, including personally  
3           identifiable information, contained in the school  
4           student records, student permanent records, student  
5           temporary records or any other records of a student;

6           (B) any information generated by or about students  
7           in connection with their use of the vendor's product or  
8           service;

9           (C) any records created by the vendor as a result  
10           of students' use of the vendor's product or service; or

11           (D) any student's intellectual property;

12           (6) transferring the following to any third party  
13           (including subcontractors), affiliate, or government  
14           agency other than the State Board, unless required by court  
15           order or expressly authorized by the school board in  
16           compliance with this Section:

17           (A) any information, including personally  
18           identifiable information, contained in the school  
19           student records, student permanent records, student  
20           temporary records, or any other records of a student;

21           (B) any information generated by or about students  
22           in connection with their use of the vendor's product or  
23           service;

24           (C) any records created by the vendor as a result  
25           of students' use of the vendor's product or service; or

26           (D) any student's intellectual property;

1           (7) permitting access by anyone to the following,  
2           unless such access is required for the vendor to provide  
3           its product or service to the school board:

4           (A) any information, including personally  
5           identifiable information, contained in the school  
6           student records, student permanent records, student  
7           temporary records or any other records of a student;

8           (B) any information generated by or about students  
9           in connection with their use of the vendor's product or  
10           service;

11           (C) any records created by the vendor as a result  
12           of students' use of the vendor's product or service; or

13           (D) any student's intellectual property;

14           (8) requiring a school board or its employees, agents,  
15           volunteers, or students to indemnify a vendor or pay the  
16           vendor's attorneys' fees or costs in connection with any  
17           dispute arising out of, or otherwise connected to, student  
18           data;

19           (9) requiring a school board or its employees, agents,  
20           volunteers, or students to arbitrate any dispute arising  
21           out of, or otherwise connected to, student data;

22           (10) entering into any contract or other agreement with  
23           a school board that authorizes in any manner activities  
24           prohibited by this Section; and

25           (11) modifying or otherwise altering the terms and  
26           conditions of any contract or other agreement with a school

1 board related to student data without the express consent  
2 of the school board.

3 (d) Any vendor who receives any educator data from a school  
4 board or the State Board in any manner shall:

5 (1) store and process such records and information in  
6 accordance with commercial best practices, which shall  
7 include, but not be limited to, data-security practices set  
8 forth by the United States Department of Education Privacy  
9 Technical Assistance Center and any rules adopted by the  
10 State Board;

11 (2) implement and maintain appropriate administrative,  
12 physical, and technical safeguards, to secure such records  
13 and information from unauthorized access, destruction,  
14 use, modification, or disclosure, which safeguards shall  
15 be consistent with any rules adopted by the State Board and  
16 any guidance provided by the United States Department of  
17 Education Privacy and Technical Assistance Center;

18 (3) immediately notify the school board of any security  
19 breach resulting in unauthorized access to any student  
20 data, regardless of whether it is the school board's  
21 student data;

22 (4) delete the personally identifiable information of  
23 a specific student:

24 (A) at the request of the student's school or  
25 school board; or

26 (B) at the request of an eligible student or a



1           parent, provided the school board consents to the  
2           request;

3           (5) designate an officer or employee as a responsible  
4           person who shall be trained in a manner so as to ensure  
5           compliance with this Section and ensure the security and  
6           confidentiality of student data;

7           (6) within 30 days of the completion or termination of  
8           the terms of any contract with a school board related to  
9           student data, delete or return to the school board all  
10           student data and information and records generated  
11           therefrom and, in the event of deletion, provide a written  
12           certification that such deletion has occurred. In the event  
13           the vendor chooses to delete the data, records, and  
14           information described in this subdivision (6), it shall  
15           provide the school board with a written certification that  
16           the data, records, and information have been deleted, which  
17           certification shall be provided to the school board within  
18           30 days of the termination of the contract;

19           (7) permit eligible students and parents to access and  
20           correct any information contained in the school student  
21           records, student permanent records, student temporary  
22           records, or any other records provided to the vendor by the  
23           school board;

24           (8) permit a school board to audit and inspect the  
25           vendor's practices with respect to any student data  
26           received by the vendor from the school board or any

1 information or records generated therefrom;

2 (9) permit the school board access to any student data  
3 provided by the school board and any information and  
4 records generated therefrom in order for the school board  
5 to respond to a request under the Freedom of Information  
6 Act or pursuant to a court order;

7 (10) be permitted to diagnose and correct problems with  
8 the vendor's product or service, provided that to diagnose  
9 or correct a problem does not require the vendor to engage  
10 in any activities prohibited by this Section; and

11 (11) agree that any dispute arising out of, or  
12 otherwise connected to, student data shall be litigated  
13 using Illinois law and that the proper venue is the circuit  
14 court of the county in which the school board is located.

15 (e) Any vendor who seeks to receive from a school board or  
16 the State Board in any manner any student data is required to  
17 enter into a written contract with the school board before any  
18 records can be transferred, which contract shall contain the  
19 following:

20 (1) provisions consistent with each requirement set  
21 forth in subsections (c) and (d) of this Section;

22 (2) a listing of the precise student data to be  
23 provided to the vendor;

24 (3) a statement of the product or service being  
25 provided to the school board by the vendor;

26 (4) a statement that the vendor is a school official

1 with a legitimate educational interest, performing an  
2 institutional service or function for which the school  
3 board would otherwise use employees, under the direct  
4 control of the school board with respect to the use and  
5 maintenance of student data, and is using such student data  
6 only for an authorized purpose and will not re-disclose it  
7 to third parties or affiliates without permission from the  
8 school board or pursuant to court order;

9 (5) a statement that the student data continues to be  
10 the property of and under the control of the school board,  
11 and the vendor has a limited, nonexclusive license solely  
12 for the purpose of performing its obligations under the  
13 contract;

14 (6) a description of the actions the vendor will take  
15 to ensure the security and confidentiality of student data;  
16 compliance with this requirement shall not, in itself,  
17 absolve the vendor of liability in the event of an  
18 unauthorized disclosure of student data; and

19 (7) a statement that the contract is the entire  
20 agreement between the school board (including school board  
21 employees and other end users) and the vendor.

22 (f) Each school board shall adopt a policy regarding which  
23 school employees have the power to bind the school board to the  
24 terms of any agreements, whether electronic, click-through,  
25 click-wrap, verbal, or in writing. If a vendor enters into an  
26 agreement with an employee or other end users who are not

1 authorized through the school board's policy to enter into such  
2 an agreement, then the agreement shall be voidable by the  
3 school board.

4 (g) Each school board entering into a contract or agreement  
5 as allowed by this Section shall maintain an original copy of  
6 its term and conditions at the school board's primary place of  
7 business, including a copy of the terms and conditions set  
8 forth in any agreement described in subsection (f) of this  
9 Section.

10 (h) The State Board shall create, publish, and make  
11 publicly available all data elements collected by the State  
12 Board that contain personally identifiable information.

13 (i) In the event of a security breach resulting, in whole  
14 or in part, from the vendor's conduct, in addition to any other  
15 remedies available to the school board under law or equity, the  
16 vendor shall reimburse the school board in full for all costs  
17 and expenses incurred by the school board in investigating and  
18 remediating the breach, including, but not limited to:

19 (1) providing notification to those students and their  
20 parents, in the event the student is under the age of 18,  
21 whose personally identifiable information was compromised  
22 and to regulatory agencies or other entities as required by  
23 law or contract;

24 (2) providing one year's credit monitoring to those  
25 students and eligible students whose student data was  
26 exposed in such a manner during the breach that a

1 reasonable person would have cause to believe that it could  
2 impact his or her credit or financial security; and

3 (3) payment of legal fees, audit costs, fines, and  
4 other fees or damages imposed against the school board as a  
5 result of the security breach.

6 (j) The State Board shall develop, publish, and make  
7 publicly available model student data privacy policies and  
8 procedures that comply with relevant state and federal law.

9 (k) Within 180 days after the effective date of this  
10 amendatory Act of the 99th General Assembly, the State Board  
11 shall create a model notice that school boards may use to  
12 provide notice to parents that states, in general terms, what  
13 types of student data are collected by the school board and  
14 shared with vendors under this Section and the purposes of  
15 collecting and using the student data. Upon the creation of the  
16 notice described in this subsection (k), a school board shall,  
17 at the beginning of each school year, provide such notice in  
18 writing or electronically to parents and eligible students.

19 (l) In addition to any other penalties, any contract  
20 governed by this Section that fails to comply with the  
21 requirements of this Section shall be rendered void if, upon  
22 notice and a reasonable opportunity to cure, the noncompliant  
23 party fails to cure any defect. Written notice of noncompliance  
24 may be provided by either party to the contract. Any vendor  
25 subject to a contract voided under this subdivision is  
26 required, within 60 days, to return all student data and any

1 information or records generated therefrom in its possession to  
2 the school board. Any vendor that fails to cure any defect in  
3 the contract shall not be entitled to any payment required  
4 under the contract and shall return to the school board all  
5 payments previously made by the school board.

6 (105 ILCS 5/22-81 new)

7 Sec. 22-81. Educator data privacy.

8 (a) It is the intent of the General Assembly to help ensure  
9 that information generated by and about educators in the course  
10 of, and in connection with, the performance of their duties is  
11 safeguarded and that educator privacy is honored, respected and  
12 protected. The General Assembly finds the following:

13 (1) Information generated by and about educators in the  
14 course of, and in connection with, the performance of their  
15 duties is a vital resource for school boards, the State  
16 Board and research organizations in planning education  
17 programs and services, completing reports for educational  
18 agencies, and improving the performance of schools.

19 (2) Information generated by and about educators in the  
20 course of, and in connection with, the performance of their  
21 duties is critical to the performance and improvement of  
22 schools.

23 (3) While information generated by and about educators  
24 in the course of, and in connection with the, performance  
25 of their duties is important for educational purposes, it

1 is also critically important to ensure that the information  
2 is protected, safeguarded and kept private and used only by  
3 appropriate educational authorities or their permitted  
4 designees.

5 To that end, this Section will help ensure that information  
6 generated by and about educators in the course of, and in  
7 connection with, the performance of their duties is protected  
8 and expectations of privacy are honored.

9 (b) In this Section:

10 "Biometric record" shall have the meaning set forth in the  
11 Illinois School Student Records Act.

12 "Educator" means any person employed by or otherwise  
13 working for a school board to provide educational services  
14 within a school.

15 "Educator data" means educator records or any other records  
16 containing personally identifiable information of an educator.

17 "Educator record" means any writing or other recorded  
18 information concerning an educator by which an educator may be  
19 individually or personally identified maintained by a school or  
20 at its direction or by an employee of a school, regardless of  
21 how or where the information is stored.

22 "Personally identifiable information" means:

23 (1) the educator's name;

24 (2) the names of the educator's immediate family  
25 members;

26 (3) the address of the educator or educator's immediate

1       family members;

2           (4) a personal identifier, such as the educator's  
3       social security number, student number, or biometric  
4       record;

5           (5) other indirect identifiers, such as the educator's  
6       date of birth, place of birth, and mother's maiden name;

7           (6) other information that, alone or in combination, is  
8       linked or linkable to a specific educator that would allow  
9       a reasonable person in the school community, who does not  
10       have personal knowledge of the relevant circumstances, to  
11       identify the educator with reasonable certainty; or

12           (7) information requested by a person who the  
13       educational agency or institution reasonably believes  
14       knows the identity of the educator to whom the record  
15       relates.

16       "Record" means any information recorded or generated in any  
17       way, including, but not limited to, electronically-generated  
18       data, handwriting, print, computer media, video or audio tape,  
19       film, microfilm, and microfiche.

20       "School" shall have the meaning set forth in the Illinois  
21       School Student Records Act.

22       "School board" shall have the meaning set forth in the  
23       Illinois School Student Records Act.

24       "State Board" shall have the meaning set forth in the  
25       Illinois School Student Records Act.

26       "Targeted advertising" means any form of advertising aimed



1 directly at a specific individual or group of individuals based  
2 on a known or assumed trait, or traits, including, but not  
3 limited to, age, gender, race, address, observed behavior, or  
4 classroom performance.

5 "Vendor" means any entity and its officers, employees,  
6 agents, independent contractors, and subcontractors that  
7 provides or offers to provide a product or service to a school  
8 board, which product or service is marketed or designed for  
9 school purposes or which the entity knows or reasonably should  
10 know will be used for school purposes.

11 (c) Any vendor who receives any educator data from a school  
12 board or the State Board in any manner is prohibited from:

13 (1) advertising or marketing, including targeted  
14 advertising, based on:

15 (A) any information, including personally  
16 identifiable information, contained in the educator  
17 records;

18 (B) any information generated by or about  
19 educators in connection with their use of the vendor's  
20 product or service; or

21 (C) any records created by the vendor as a result  
22 of educators' use of the vendor's product or service;

23 (2) creating, generating, or otherwise amassing a  
24 profile about any educator for any purpose other than to  
25 provide the school board with information about educator  
26 performance or achievement;

1           (3) selling or otherwise disclosing the following to  
2           anyone other than the school board, unless such sale or  
3           disclosure is required by court order or is expressly  
4           authorized by this Section:

5           (A) any information, including personally  
6           identifiable information, contained in the educator  
7           records;

8           (B) any information generated by or about  
9           educators in connection with their use of the vendor's  
10          product or service; or

11          (C) any records created by the vendor as a result  
12          of educators' use of the vendor's product or service;

13  
14          (4) exercising or claiming any rights, implied or  
15          otherwise, to:

16          (A) any information, including personally  
17          identifiable information, contained in the educator  
18          records;

19          (B) any information generated by or about  
20          educators in connection with their use of the vendor's  
21          product or service; or

22          (C) any records created by the vendor as a result  
23          of educators' use of the vendor's product or service;

24          (5) storing or processing outside the United States:

25          (A) any information, including personally  
26          identifiable information, contained in the educator

1 records;

2 (B) any information generated by or about  
3 educators in connection with their use of the vendor's  
4 product or service; or

5 (C) any records created by the vendor as a result  
6 of educators' use of the vendor's product or service;

7 (6) transferring the following to any third-party  
8 (including subcontractors), affiliate, or government  
9 agency other than the State Board, unless required by court  
10 order or expressly authorized by the school board in  
11 compliance with this Section:

12 (A) any information, including personally  
13 identifiable information, contained in the educator  
14 records;

15 (B) any information generated by or about  
16 educators in connection with their use of the vendor's  
17 product or service; or

18 (C) any records created by the vendor as a result  
19 of educators' use of the vendor's product or service;

20 (7) permitting access by anyone to the following,  
21 unless such access is required for the vendor to provide  
22 its product or service to the school board:

23 (A) any information, including personally  
24 identifiable information, contained in the educator  
25 records;

26 (B) any information generated by or about

1 educators in connection with their use of the vendor's  
2 product or service; or

3 (C) any records created by the vendor as a result  
4 of educators' use of the vendor's product or service;

5 (8) requiring a school board or its employees, agents,  
6 volunteers, or educators to indemnify a vendor or pay the  
7 vendor's attorneys' fees or costs in connection with any  
8 dispute arising out of, or otherwise connected to, educator  
9 data;

10 (9) requiring a school board or its employees, agents,  
11 volunteers, or educators to arbitrate any dispute arising  
12 out of, or otherwise connected to, educator data;

13 (10) entering into any contract or other agreement with  
14 a school board that authorizes in any manner activities  
15 prohibited by this Section; and

16 (11) modifying or otherwise altering the terms and  
17 conditions of any contract or other agreement with a school  
18 board related to educator data without the express consent  
19 of the school board.

20 (d) Any vendor who receives any educator data from a school  
21 board or the State Board in any manner shall:

22 (1) store and process such records and information in  
23 accordance with commercial best practices, which shall  
24 include, but not be limited to, data-security practices set  
25 forth by the United States Department of Education Privacy  
26 Technical Assistance Center and any rules adopted by the

1       State Board;

2           (2) implement and maintain appropriate administrative,  
3           physical, and technical safeguards, to secure such records  
4           and information from unauthorized access, destruction,  
5           use, modification, or disclosure, which safeguards shall  
6           be consistent with any rules adopted by the State Board and  
7           any guidance provided by the United States Department of  
8           Education Privacy and Technical Assistance Center;

9           (3) immediately notify the school board of any security  
10          breach resulting in unauthorized access to any educator  
11          data, regardless of whether it is the school board's  
12          educator data;

13          (4) delete the personally identifiable information of  
14          a specific educator:

15               (A) at the request of the educator's school or  
16               school board; or

17               (B) at the request of an educator, provided the  
18               school board consents to the request;

19          (5) designate an officer or employee as a responsible  
20          person who shall be trained in a manner so as to ensure  
21          compliance with this Section and ensure the security and  
22          confidentiality of student data;

23          (6) within 30 days of the completion or termination of  
24          the terms of any contract with a school board related to  
25          educator data, delete or return to the school board all  
26          educator data and information and records generated

1 therefrom and, in the event of deletion, provide a written  
2 certification that such deletion has occurred. In the event  
3 the vendor chooses to delete the data, records, and  
4 information described in this subdivision (6), it shall  
5 provide the school board with a written certification that  
6 the data, records, and information have been deleted, which  
7 certification shall be provided to the school board within  
8 30 days of the termination of the contract;

9 (7) permit educators to access and correct any  
10 information contained in the educator records provided to  
11 the vendor by the school board;

12 (8) permit a school board to audit and inspect the  
13 vendor's practices with respect to any educator data  
14 received by the vendor from the school board or any  
15 information or records generated therefrom;

16 (9) permit the school board access to any educator data  
17 provided by the school board and any information and  
18 records generated therefrom in order for the school board  
19 to respond to a request under the Freedom of Information  
20 Act or pursuant to a court order;

21 (10) be permitted to diagnose and correct problems with  
22 the vendor's product or service, provided that to diagnose  
23 or correct a problem does not require the vendor to engage  
24 in any activities prohibited by this Section; and

25 (11) agree that any dispute arising out of, or  
26 otherwise connected to, student data shall be litigated

1       using Illinois law and that the proper venue is the circuit  
2       court of the county in which the school board is located.

3       (e) Any vendor who seeks to receive from a school board or  
4       the State Board in any manner any educator data is required to  
5       enter into a written contract with the school board before any  
6       records can be transferred, which contract shall contain the  
7       following:

8           (1) provisions consistent with each requirement set  
9           forth in subsections (c) and (d) of this Section;

10          (2) a listing of the precise educator data to be  
11          provided to the vendor;

12          (3) a statement of the product or service being  
13          provided to the school board by the vendor;

14          (4) a statement that the vendor is a school official  
15          with a legitimate educational interest, performing an  
16          institutional service or function for which the school  
17          board would otherwise use employees, under the direct  
18          control of the school board with respect to the use and  
19          maintenance of educator data, and is using such educator  
20          data only for an authorized purpose and will not  
21          re-disclose it to third parties or affiliates without  
22          permission from the school board or pursuant to court  
23          order;

24          (5) a statement that the educator data continues to be  
25          the property of and under the control of the school board,  
26          and the vendor has a limited, nonexclusive license solely

1 for the purpose of performing its obligations under the  
2 contract;

3 (6) a description of the actions the vendor will take,  
4 including the designation and training of responsible  
5 employees, to ensure the security and confidentiality of  
6 educator data; compliance with this requirement shall not,  
7 in itself, absolve the vendor of liability in the event of  
8 an unauthorized disclosure of educator data; and

9 (7) a statement that the contract is the entire  
10 agreement between the school board (including school board  
11 employees and other end users) and the vendor.

12 (f) Each school board shall adopt a policy regarding which  
13 school employees have the power to bind the school board to the  
14 terms of any agreements, whether electronic, click-through,  
15 click-wrap, verbal, or in writing. If a vendor enters into an  
16 agreement with an employee or other end users who are not  
17 authorized through the school board's policy to enter into such  
18 an agreement, then the agreement shall be voidable by the  
19 school board.

20 (g) Each school board entering into a contract or agreement  
21 as allowed by this Section shall maintain an original copy of  
22 its term and conditions at the school board's primary place of  
23 business, including a copy of the terms and conditions set  
24 forth in any agreement described in subsection (f) of this  
25 Section.

26 (h) In the event of a security breach resulting, in whole



1 or in part, from the vendor's conduct, in addition to any other  
2 remedies available to the school board under law or equity, the  
3 vendor shall reimburse the school board in full for all costs  
4 and expenses incurred by the school board in investigating and  
5 remediating the breach, including, but not limited to:

6 (1) providing notification to the educators whose  
7 personally identifiable information was compromised and to  
8 regulatory agencies or other entities as required by law or  
9 contract;

10 (2) providing one year's credit monitoring to those  
11 educators whose educator data was exposed in such a manner  
12 during the breach that a reasonable person would have cause  
13 to believe that it could impact his or her credit or  
14 financial security; and

15 (3) payment of legal fees, audit costs, fines, and  
16 other fees or damages imposed against the school board as a  
17 result of the security breach.

18 (i) The State Board shall develop, publish, and make  
19 publicly available model educator data privacy policies and  
20 procedures that comply with relevant state and federal law.

21 (j) In addition to any other penalties, any contract  
22 governed by this Section that fails to comply with the  
23 requirements of this Section shall be rendered void if, upon  
24 notice and a reasonable opportunity to cure, the noncompliant  
25 party fails to cure any defect. Written notice of noncompliance  
26 may be provided by either party to the contract. Any vendor

1 subject to a contract voided under this subdivision is  
2 required, within 60 days, to return all student data and any  
3 information or records generated therefrom in its possession to  
4 the school board. Any vendor that fails to cure any defect in  
5 the contract shall not be entitled to any payment required  
6 under the contract and shall return to the school board all  
7 payments previously made by the school board.

8 Section 10. The Illinois School Student Records Act is  
9 amended by changing Sections 2, 6, and 9 as follows:

10 (105 ILCS 10/2) (from Ch. 122, par. 50-2)

11 Sec. 2. In this Act:

12 "Biometric record" means a record of one or more measurable  
13 biological or behavioral characteristics that can be used for  
14 automated recognition of an individual. Examples include  
15 fingerprints, retina and iris patterns voiceprints, DNA  
16 sequence, facial characteristics, and handwriting.

17 "Eligible student" means a student who has reached 18 years  
18 of age.

19 "Parent" means a person who is the natural parent of the  
20 student or other person who has the primary responsibility for  
21 the care and upbringing of the student. All rights and  
22 privileges accorded to a parent under this Act shall become  
23 exclusively those of the student upon the student's 18th  
24 birthday, graduation from secondary school, marriage, or entry

1 into military service, whichever occurs first. Such rights and  
2 privileges may also be exercised by the student at any time  
3 with respect to the student's permanent school record.

4 "Personally identifiable information" means:

5 (1) the student's name;

6 (2) the name of the student's parent or other family  
7 members;

8 (3) the address of the student or student's family;

9 (4) a personal identifier, such as the student's social  
10 security number, student number, or biometric record;

11 (5) other indirect identifiers, such as the student's  
12 date of birth, place of birth, and mother's maiden name;

13 (6) other information that, alone or in combination, is  
14 linked or linkable to a specific student that would allow a  
15 reasonable person in the school community, who does not  
16 have personal knowledge of the relevant circumstances, to  
17 identify the student with reasonable certainty; or

18 (7) information requested by a person who the  
19 educational agency or institution reasonably believes  
20 knows the identity of the student to whom the education  
21 record relates.

22 "Record" means any information recorded or generated in any  
23 way, including, but not limited to, electronically-generated  
24 data, handwriting, print, computer media, video or audio tape,  
25 film, microfilm, and microfiche.

26 "School" means any public preschool, day care center,

1 kindergarten, nursery, elementary or secondary educational  
2 institution, vocational school, special education facility or  
3 any other elementary or secondary educational agency or  
4 institution and any person, agency or institution which  
5 maintains school student records from more than one school, but  
6 does not include a private or non-public school.

7 "School board" means any school board, board of directors,  
8 or any other governing body established under the School Code.

9 "School student record" means any writing or other recorded  
10 information concerning a student by which a student may be  
11 individually or personally identified that is maintained by a  
12 school or at its direction or by an employee of a school,  
13 regardless of how or where the information is stored. The  
14 following shall not be deemed school student records under this  
15 Act: writings or other recorded information maintained by an  
16 employee of a school or other person at the direction of a  
17 school for his or her exclusive use; provided that all such  
18 writings and other recorded information are destroyed not later  
19 than the student's graduation or permanent withdrawal from the  
20 school; and provided further that no such records or recorded  
21 information may be released or disclosed to any person except a  
22 person designated by the school as a substitute unless they are  
23 first incorporated in a school student record and made subject  
24 to all of the provisions of this Act. School student records  
25 shall not include information maintained by law enforcement  
26 professionals working in the school.

1       "State Board" means the State Board of Education.

2       "Student" means any person enrolled or previously enrolled  
3 in a school.

4       "Student permanent record" means the minimum personal  
5 information necessary to a school in the education of the  
6 student and contained in a school student record. Such  
7 information may include the student's name, birth date,  
8 address, grades and grade level, parents' names and addresses,  
9 attendance records, and such other entries as the State Board  
10 may require or authorize.

11       "Student temporary record" means all information contained  
12 in a school student record but not contained in the student  
13 permanent record. Such information may include family  
14 background information, intelligence test scores, aptitude  
15 test scores, psychological and personality test results,  
16 teacher evaluations, and other information of clear relevance  
17 to the education of the student, all subject to rules of the  
18 State Board. The information shall include information  
19 provided under Section 8.6 of the Abused and Neglected Child  
20 Reporting Act. In addition, the student temporary record shall  
21 include information regarding disciplinary infractions  
22 involving drugs, weapons, or bodily harm to another that  
23 resulted in expulsion, suspension, or the imposition of  
24 punishment or sanction.

25 ~~As used in this Act,~~

26       ~~(a) "Student" means any person enrolled or previously~~

1 ~~enrolled in a school.~~

2 ~~(b) "School" means any public preschool, day care center,~~  
3 ~~kindergarten, nursery, elementary or secondary educational~~  
4 ~~institution, vocational school, special educational facility~~  
5 ~~or any other elementary or secondary educational agency or~~  
6 ~~institution and any person, agency or institution which~~  
7 ~~maintains school student records from more than one school, but~~  
8 ~~does not include a private or non public school.~~

9 ~~(c) "State Board" means the State Board of Education.~~

10 ~~(d) "School Student Record" means any writing or other~~  
11 ~~recorded information concerning a student and by which a~~  
12 ~~student may be individually identified, maintained by a school~~  
13 ~~or at its direction or by an employee of a school, regardless~~  
14 ~~of how or where the information is stored. The following shall~~  
15 ~~not be deemed school student records under this Act: writings~~  
16 ~~or other recorded information maintained by an employee of a~~  
17 ~~school or other person at the direction of a school for his or~~  
18 ~~her exclusive use; provided that all such writings and other~~  
19 ~~recorded information are destroyed not later than the student's~~  
20 ~~graduation or permanent withdrawal from the school; and~~  
21 ~~provided further that no such records or recorded information~~  
22 ~~may be released or disclosed to any person except a person~~  
23 ~~designated by the school as a substitute unless they are first~~  
24 ~~incorporated in a school student record and made subject to all~~  
25 ~~of the provisions of this Act. School student records shall not~~  
26 ~~include information maintained by law enforcement~~

1 ~~professionals working in the school.~~

2 ~~(e) "Student Permanent Record" means the minimum personal~~  
3 ~~information necessary to a school in the education of the~~  
4 ~~student and contained in a school student record. Such~~  
5 ~~information may include the student's name, birth date,~~  
6 ~~address, grades and grade level, parents' names and addresses,~~  
7 ~~attendance records, and such other entries as the State Board~~  
8 ~~may require or authorize.~~

9 ~~(f) "Student Temporary Record" means all information~~  
10 ~~contained in a school student record but not contained in the~~  
11 ~~student permanent record. Such information may include family~~  
12 ~~background information, intelligence test scores, aptitude~~  
13 ~~test scores, psychological and personality test results,~~  
14 ~~teacher evaluations, and other information of clear relevance~~  
15 ~~to the education of the student, all subject to regulations of~~  
16 ~~the State Board. The information shall include information~~  
17 ~~provided under Section 8.6 of the Abused and Neglected Child~~  
18 ~~Reporting Act. In addition, the student temporary record shall~~  
19 ~~include information regarding serious disciplinary infractions~~  
20 ~~that resulted in expulsion, suspension, or the imposition of~~  
21 ~~punishment or sanction. For purposes of this provision, serious~~  
22 ~~disciplinary infractions means: infractions involving drugs,~~  
23 ~~weapons, or bodily harm to another.~~

24 ~~(g) "Parent" means a person who is the natural parent of~~  
25 ~~the student or other person who has the primary responsibility~~  
26 ~~for the care and upbringing of the student. All rights and~~

1 ~~privileges accorded to a parent under this Act shall become~~  
2 ~~exclusively those of the student upon his 18th birthday,~~  
3 ~~graduation from secondary school, marriage or entry into~~  
4 ~~military service, whichever occurs first. Such rights and~~  
5 ~~privileges may also be exercised by the student at any time~~  
6 ~~with respect to the student's permanent school record.~~

7 (Source: P.A. 92-295, eff. 1-1-02.)

8 (105 ILCS 10/6) (from Ch. 122, par. 50-6)

9 Sec. 6. (a) No school student records or information  
10 contained therein may be released, transferred, disclosed or  
11 otherwise disseminated, except as follows:

12 (1) to ~~to~~ a parent or student or person specifically  
13 designated as a representative by a parent, as provided in  
14 paragraph (a) of Section 5;

15 (2) to ~~to~~ an employee or official of the school or  
16 school district or State Board with current demonstrable  
17 educational or administrative interest in the student, in  
18 furtherance of such interest;

19 (3) to ~~to~~ the official records custodian of another  
20 school within Illinois or an official with similar  
21 responsibilities of a school outside Illinois, in which the  
22 student has enrolled, or intends to enroll, upon the  
23 request of such official or student;

24 (4) to ~~to~~ any person for the purpose of research,  
25 statistical reporting, or planning, provided that such



1 research, statistical reporting, or planning is  
2 permissible under and undertaken in accordance with the  
3 federal Family Educational Rights and Privacy Act (20  
4 U.S.C. 1232g);

5 (5) pursuant ~~Pursuant~~ to a court order, provided that  
6 the parent shall be given prompt written notice upon  
7 receipt of such order of the terms of the order, the nature  
8 and substance of the information proposed to be released in  
9 compliance with such order and an opportunity to inspect  
10 and copy the school student records and to challenge their  
11 contents pursuant to Section 7;

12 (6) to ~~to~~ any person as specifically required by State  
13 or federal law;

14 (6.5) to ~~to~~ juvenile authorities when necessary for the  
15 discharge of their official duties who request information  
16 prior to adjudication of the student and who certify in  
17 writing that the information will not be disclosed to any  
18 other party except as provided under law or order of court.

19 For purposes of this Section "juvenile authorities" means:

20 (i) a judge of the circuit court and members of the staff  
21 of the court designated by the judge; (ii) parties to the  
22 proceedings under the Juvenile Court Act of 1987 and their  
23 attorneys; (iii) probation officers and court appointed  
24 advocates for the juvenile authorized by the judge hearing  
25 the case; (iv) any individual, public or private agency  
26 having custody of the child pursuant to court order; (v)

1 any individual, public or private agency providing  
2 education, medical or mental health service to the child  
3 when the requested information is needed to determine the  
4 appropriate service or treatment for the minor; (vi) any  
5 potential placement provider when such release is  
6 authorized by the court for the limited purpose of  
7 determining the appropriateness of the potential  
8 placement; (vii) law enforcement officers and prosecutors;  
9 (viii) adult and juvenile prisoner review boards; (ix)  
10 authorized military personnel; (x) individuals authorized  
11 by court;

12 (7) subject ~~Subject~~ to regulations of the State Board,  
13 in connection with an emergency, to appropriate persons if  
14 the knowledge of such information is necessary to protect  
15 the health or safety of the student or other persons;

16 (8) to ~~to~~ any person, with the prior specific dated  
17 written consent of the parent designating the person to  
18 whom the records may be released, provided that at the time  
19 any such consent is requested or obtained, the parent shall  
20 be advised in writing that he has the right to inspect and  
21 copy such records in accordance with Section 5, to  
22 challenge their contents in accordance with Section 7 and  
23 to limit any such consent to designated records or  
24 designated portions of the information contained therein;

25 (9) to ~~to~~ a governmental agency, or social service  
26 agency contracted by a governmental agency, in furtherance

1 of an investigation of a student's school attendance  
2 pursuant to the compulsory student attendance laws of this  
3 State, provided that the records are released to the  
4 employee or agent designated by the agency;

5 (10) to ~~to~~ those SHOCAP committee members who fall  
6 within the meaning of "state and local officials and  
7 authorities", as those terms are used within the meaning of  
8 the federal Family Educational Rights and Privacy Act, for  
9 the purposes of identifying serious habitual juvenile  
10 offenders and matching those offenders with community  
11 resources pursuant to Section 5-145 of the Juvenile Court  
12 Act of 1987, but only to the extent that the release,  
13 transfer, disclosure, or dissemination is consistent with  
14 the Family Educational Rights and Privacy Act;

15 (11) to ~~to~~ the Department of Healthcare and Family  
16 Services in furtherance of the requirements of Section  
17 2-3.131, 3-14.29, 10-28, or 34-18.26 of the School Code or  
18 Section 10 of the School Breakfast and Lunch Program Act;  
19 or

20 (12) to ~~to~~ the State Board or another State government  
21 agency or between or among State government agencies in  
22 order to evaluate or audit federal and State programs or  
23 perform research and planning, but only to the extent that  
24 the release, transfer, disclosure, or dissemination is  
25 consistent with the federal Family Educational Rights and  
26 Privacy Act (20 U.S.C. 1232g).

1       (a-5) Pursuant to subparagraph (4) of paragraph (a) of this  
2 Section, a school board or the State Board may provide records  
3 of a student to researchers at an accredited post-secondary  
4 educational institution or an organization conducting research  
5 if any such research is conducted in accordance with the  
6 federal Family Educational Rights and Privacy Act and does not  
7 take place until the following requirements are complied with:

8           (1) Prior to the beginning of each school year, the  
9 school board shall provide notice to parents, guardians or  
10 eligible students regarding planned studies. For those  
11 school boards that maintain an Internet website, the school  
12 board shall post on its Internet website a current list of  
13 all research studies using records obtained from the school  
14 board without obtaining consent from parents, guardians or  
15 eligible students currently being conducted or scheduled  
16 to be conducted. In April and December of each year, the  
17 school board shall update the Internet website to include  
18 new research studies that are approved or conducted. For  
19 those school boards that do not maintain an Internet  
20 website, each school board shall provide parents,  
21 guardians and eligible students with a current list of all  
22 research studies being conducted or scheduled to be  
23 conducted in the same notice described above and shall  
24 provide supplemental notices every April and December  
25 provided new research studies have been approved or are  
26 being conducted.

1           (A) The school board shall send the notice  
2           described in this subparagraph (1) by the same means  
3           generally used to send notices to parents, guardians or  
4           eligible students.

5           (B) The notice described in this subparagraph (1)  
6           shall describe generally the purposes of conducting  
7           educational research, contain a short description of  
8           all current and scheduled research studies and set  
9           forth the address of the Internet website containing a  
10           current list of all research studies being conducted  
11           and scheduled to be conducted, which web address shall  
12           also be set forth in the school board's student  
13           handbook. The notice shall also advise parents,  
14           guardians and eligible students that the State Board  
15           conducts research studies and shall provide the  
16           Internet website address for that part of the State  
17           Board's website that contains a list of the current and  
18           scheduled studies to be conducted.

19           (C) For those school boards that maintain an  
20           Internet website, the webpage that contains the list of  
21           all current and scheduled research studies shall also  
22           set forth, in general terms, the nature of each listed  
23           research study, the categories of students whose  
24           records will be used in each listed research study and  
25           the names of all organizations involved in each listed  
26           research study. For those school boards that do not

1 maintain an Internet website, the school boards shall  
2 provide the information described in this subdivision  
3 (C) in the notice described in this subparagraph (1).

4 (2) A written data use agreement that complies with the  
5 Family Educational Rights and Privacy Act and its  
6 accompanying regulations and, at a minimum, contains the  
7 provisions set forth below is entered into by and between  
8 the party gaining access to the records of the school board  
9 or State Board and the entity with the legal authority to  
10 permit the use of the data:

11 (A) The accredited post-secondary educational  
12 institution or the organization conducting research  
13 shall abide by all requirements of this subparagraph  
14 (2).

15 (B) A statement of the purpose, scope and duration  
16 of the research study or studies, as well as a  
17 description of the records to be used as part of the  
18 study and the person or persons to whom the records  
19 will be disclosed, provided that the list of persons to  
20 whom the records may be disclosed may be amended from  
21 time to time with the agreement of all parties to the  
22 data use agreement.

23 (C) The accredited post-secondary educational  
24 institution or the organization conducting research  
25 shall use school student records only to meet the  
26 purpose or purposes of the study as set forth in

1           subdivision (B) of this subparagraph (2).

2           (D) The accredited post-secondary educational  
3 institution or the organization conducting research  
4 may only use records containing personally  
5 identifiable information of a student or by which a  
6 student may otherwise be individually or personally  
7 identified for two reasons: (i) to link data files; or  
8 (ii) to identify eligible students for research  
9 studies for which written parental, guardian or  
10 eligible student consent will be obtained for  
11 participation and the person or persons to whom such  
12 information will be disclosed is set forth in the data  
13 use agreement.

14           (E) The accredited post-secondary educational  
15 institution or the organization conducting research  
16 shall destroy all records containing personally  
17 identifiable information of a student or that  
18 otherwise individually or personally identifies a  
19 student when the information is no longer needed, but  
20 in no event later than 36 months after the research  
21 study has been completed.

22           (F) The accredited post-secondary educational  
23 institution or the organization conducting research  
24 shall certify in writing that it has the capacity to  
25 and shall restrict access to school student records to  
26 the person or persons set forth in subdivision (B) of

1           this subparagraph (2).

2           (G) The accredited post-secondary educational  
3 institution or the organization conducting research  
4 shall certify in writing that it shall maintain the  
5 security of all records received pursuant to this  
6 paragraph (a-5) in compliance with rules that shall be  
7 adopted by the State Board, which rules shall be  
8 consistent, and regularly updated to comply, with  
9 commonly accepted data-security practices, including,  
10 but not limited to, those set forth by the United  
11 States Department of Education Privacy Technical  
12 Assistance Center.

13           (H) In compliance with the rules adopted pursuant  
14 to subdivision (G) of this subparagraph (2) and any  
15 other rules that may be necessary and adopted by the  
16 State Board, the accredited post-secondary educational  
17 institution or the organization conducting research  
18 shall develop, implement, maintain, and use  
19 appropriate administrative, technical and physical  
20 security measures to preserve the confidentiality and  
21 integrity of all school student records.

22           (3) Accredited post-secondary educational institutions  
23 and organizations conducting research may only use records  
24 containing personally identifiable information or a  
25 student or by which a student may otherwise be personally  
26 or individually identified for two reasons: (i) to link



1        data files or (ii) to identify eligible students for  
2        research studies for which written parental, guardian or  
3        eligible student consent will be obtained for  
4        participation and the person or persons to whom such  
5        information will be disclosed is set forth in the data use  
6        agreement.

7            (4) The accredited post-secondary institution or the  
8            organization conducting research agrees that it shall use  
9            personally identifiable information from school student  
10           records only to meet the purpose or purposes of the  
11           research study or studies as stated in the data use  
12           agreement described in subparagraph (2) of this paragraph  
13           (a-5).

14           (5) Any information by which a student may be  
15           individually or personally identified shall be released,  
16           transferred, disclosed or otherwise disseminated only as  
17           contemplated by the written data use a paragraph (a-5).

18           (6) All school student records shall have personally  
19           identifiable information removed prior to analysis by the  
20           accredited post-secondary educational institution or the  
21           organization conducting research.

22           (7) The accredited post-secondary institution or  
23           organization conducting research shall implement and  
24           adhere to policies and procedures that restrict access to  
25           records which have personally identifiable information.

26           (A) The accredited post-secondary institution or

1           organization conducting research shall designate an  
2           individual to act as the custodian of the records with  
3           personally identifiable information who is responsible  
4           for restricting access to those records and provide the  
5           name of that individual to the entity with the legal  
6           authority to permit the use of the records.

7           (B) Any personally identifiable information used  
8           to link data sets shall be securely stored in a  
9           location separate and apart from the location of the  
10           de-identified school student records, in a secure data  
11           file.

12           Nothing in this subparagraph (a-5) shall prohibit the State  
13           Board or any school board from providing personally  
14           identifiable information about individual students to an  
15           accredited post-secondary educational institution or an  
16           organization conducting research pursuant to a specific,  
17           written agreement with a school board or State Board and in  
18           accordance with the federal Family Educational Rights and  
19           Privacy Act, where necessary for the school board or State  
20           Board to comply with state or federal statutory mandates.

21           (b) No information may be released pursuant to subparagraph  
22           ~~subparagraphs~~ (3) or (6) of paragraph (a) of this Section 6  
23           unless the parent receives prior written notice of the nature  
24           and substance of the information proposed to be released, and  
25           an opportunity to inspect and copy such records in accordance  
26           with Section 5 and to challenge their contents in accordance

1 with Section 7. Provided, however, that such notice shall be  
2 sufficient if published in a local newspaper of general  
3 circulation or other publication directed generally to the  
4 parents involved where the proposed release of information is  
5 pursuant to subparagraph (6) ~~6~~ of paragraph (a) of ~~in~~ this  
6 Section 6 and relates to more than 25 students.

7 (c) A record of any release of information pursuant to this  
8 Section must be made and kept as a part of the school student  
9 record and subject to the access granted by Section 5. Such  
10 record of release shall be maintained for the life of the  
11 school student records and shall be available only to the  
12 parent and the official records custodian. Each record of  
13 release shall also include:

14 (1) the ~~The~~ nature and substance of the information  
15 released;

16 (2) the ~~The~~ name and signature of the official records  
17 custodian releasing such information;

18 (3) the ~~The~~ name of the person requesting such  
19 information, the capacity in which such a request has been  
20 made, and the purpose of such request;

21 (4) the ~~The~~ date of the release; and

22 (5) a ~~A~~ copy of any consent to such release.

23 (d) Except for the student and his parents, no person to  
24 whom information is released pursuant to this Section and no  
25 person specifically designated as a representative by a parent  
26 may permit any other person to have access to such information

1 without a prior consent of the parent obtained in accordance  
2 with the requirements of subparagraph (8) of paragraph (a) of  
3 this Section.

4 (e) Nothing contained in this Act shall prohibit the  
5 publication of student directories which list student names,  
6 addresses and other identifying information and similar  
7 publications which comply with regulations issued by the State  
8 Board.

9 (Source: P.A. 95-331, eff. 8-21-07; 95-793, eff. 1-1-09;  
10 96-107, eff. 7-30-09; 96-1000, eff. 7-2-10; revised 11-26-14.)

11 (105 ILCS 10/9) (from Ch. 122, par. 50-9)

12 Sec. 9. (a) Any person aggrieved by any violation of this  
13 Act may institute an action for injunctive relief in the  
14 Circuit Court of the County in which the violation has occurred  
15 or the Circuit Court of the County in which the school is  
16 located.

17 (b) Any person injured by a wilful or negligent violation  
18 of this Act may institute an action for damages in the Circuit  
19 Court of the County in which the violation has occurred or the  
20 Circuit Court of the County in which the school is located.

21 (c) In the case of any successful action under paragraph  
22 (a) or (b) of this Section, any person or school found to have  
23 wilfully or negligently violated any provision of this Act is  
24 liable to the plaintiff for the plaintiff's damages, the costs  
25 of the action and reasonable attorneys' fees, as determined by

1 the Court.

2 (d) Actions for injunctive relief to secure compliance with  
3 this Act may be brought by the State Board, by the State's  
4 Attorney of the County in which the alleged violation has  
5 occurred or the State's Attorney of the County in which the  
6 school is located, in each case in the Circuit Court of such  
7 County.

8 (e) Wilful failure to comply with any Section of this Act  
9 is a petty offense; except that any person who wilfully and  
10 maliciously falsifies any school student record, student  
11 permanent record or student temporary record shall be guilty of  
12 a Class A misdemeanor.

13 (f) Absent proof of malice, no cause of action or claim for  
14 relief, civil or criminal, may be maintained against any  
15 school, or employee or official of a school or person acting at  
16 the direction of a school for any statement made or judgment  
17 expressed in any entry to a school student record of a type  
18 which does not violate this Act or the regulations issued by  
19 the State Board pursuant to this Act; provided that this  
20 paragraph (f) does not limit or deny any defense available  
21 under existing law.

22 (g) In addition to any other penalties and remedies  
23 provided by this Section 9 of this Act, any accredited  
24 post-secondary educational institution or organization  
25 conducting research that violates the requirements of  
26 subparagraph (a-5) of Section 6 of this Act shall immediately

1 cease conducting any research that utilizes school student  
2 records and shall be prohibited from conducting additional  
3 research studies based on such records and information for a  
4 period of 6 months from the date of the discovery of the  
5 violation.

6 (h) In addition to any other penalties and remedies  
7 provided by this Section 9 of this Act, any school board that  
8 violates the requirements of subparagraph (a-5) of Section 6 of  
9 this Act shall be prohibited from entering into a data use  
10 agreement with any accredited post-secondary educational  
11 institution or organization conducting research for a period of  
12 12 months from the date of the discovery of the violation, and  
13 all existing data use agreements shall be voided.

14 (Source: P.A. 84-712.)

15 Section 15. The Children's Privacy Protection and Parental  
16 Empowerment Act is amended by changing Section 5 as follows:

17 (325 ILCS 17/5)

18 Sec. 5. Definitions. As used in this Act:

19 "Child" means a person under the age of 18 ~~16~~. "Child" does  
20 not include a minor emancipated by operation of law.

21 "Parent" means a parent, step-parent, or legal guardian.

22 "Personal information" means any of the following:

23 (1) A person's name.

24 (2) A person's address.

1 (3) A person's telephone number.

2 (4) A person's driver's license number or State of  
3 Illinois identification card as assigned by the Illinois  
4 Secretary of State or by a similar agency of another state.

5 (5) A person's social security number.

6 (6) Any other information that can be used to locate or  
7 contact a specific individual.

8 "Personal information" does not include any of the  
9 following:

10 (1) Public records as defined by Section 2 of the  
11 Freedom of Information Act.

12 (2) Court records.

13 (3) Information found in publicly available sources,  
14 including newspapers, magazines, and telephone  
15 directories.

16 (4) Any other information that is not known to concern  
17 a child.

18 (Source: P.A. 93-462, eff. 1-1-04.)".