



Rep. Scott Drury

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LRB099 04620 SXM 33968 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 student 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.)".