

1 AN ACT concerning education.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

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
17 appropriate classes and completing reports for educational
18 agencies.

19 (2) Information generated by and about students in the
20 course of, and in connection with, their education is
21 critical to educators in helping students successfully
22 graduate from high school and being ready to enter the
23 workforce or postsecondary education.

1 (3) While information generated by and about students
2 in the course of, and in connection with, their education
3 is important for educational purposes, it is also
4 critically important to ensure that the information is
5 protected, safeguarded and kept private and used only by
6 appropriate educational authorities or their permitted
7 designees and then, only to serve the best interests of the
8 student.

9 To that end, this Section will help ensure that information
10 generated by and about students in the course of, and in
11 connection with, their education is protected and expectations
12 of privacy are honored.

13 (b) In this Section:

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

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

18 "Parent" shall have the meaning set forth in the Illinois
19 School Student Records Act.

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

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

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

26 "School board" shall have the meaning set forth in the

1 Illinois School Student Records Act.

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

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

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

8 "Student data" means school student records, student
9 permanent records, student temporary records, or any other
10 records, personally identifiable information, or intellectual
11 property of a student.

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

14 "Student temporary record" shall have the meaning set forth
15 in the Illinois School Student Records Act.

16 "Targeted advertising" means any form of advertising aimed
17 directly at a specific individual or group of individuals based
18 on a known or assumed trait or traits, including, but not
19 limited to, age, gender, race, grade level, address, observed
20 behavior, or academic achievement.

21 "Vendor" means any entity and its officers, employees,
22 agents, independent contractors, and subcontractors that
23 provides or offers to provide a product or service to a school
24 board, which product or service is marketed or designed for
25 school purposes or which the entity knows or reasonably should
26 know will be used for school purposes.

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

3 (1) advertising or marketing, including targeted
4 advertising, based on:

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; or

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

14 (2) creating, generating, or otherwise amassing a
15 profile about any student for any purpose other than to
16 provide the school board with information about student
17 academic growth or achievement;

18 (3) selling or otherwise disclosing the following to
19 anyone other than the school board, unless such sale or
20 disclosure is required by court order or to comply with the
21 Illinois School Student Records Act or the federal Family
22 Educational Rights and Privacy Act (20 U.S.C. 1232g) or is
23 expressly authorized by this Section:

24 (A) any information, including personally
25 identifiable information, contained in the school
26 student records, student permanent records, student

1 temporary records, or any other records of a student;

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

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

7 (D) any student's intellectual property;

8 (4) exercising or claiming any rights, implied or
9 otherwise, to:

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

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

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

19 (D) any student's intellectual property;

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

21 (A) any information, including personally
22 identifiable information, contained in the school
23 student records, student permanent records, student
24 temporary records or any other records of a student;

25 (B) any information generated by or about students
26 in connection with their use of the vendor's product or

1 service;

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

4 (D) any student's intellectual property;

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

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

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

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

19 (D) any student's intellectual property;

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 school
25 student records, student permanent records, student
26 temporary records or any other records of a student;

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

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

6 (D) any student's intellectual property;

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

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

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

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

22 (d) Any vendor who receives any student data from a school
23 board or the State Board in any manner shall:

24 (1) store and process such records and information in
25 accordance with commercial best practices, which shall
26 include, but not be limited to, data-security practices set

1 forth by the United States Department of Education Privacy
2 Technical Assistance Center and any rules adopted by the
3 State Board;

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

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

15 (4) delete the personally identifiable information of
16 a specific student:

17 (A) at the request of the student's school or
18 school board; or

19 (B) at the request of an eligible student or a
20 parent, provided the school board consents to the
21 request;

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

26 (6) within 30 days of the completion or termination of

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

12 (7) permit eligible students and parents to access and
13 correct any information contained in the school student
14 records, student permanent records, student temporary
15 records, or any other records provided to the vendor by the
16 school board;

17 (8) permit a school board to audit and inspect the
18 vendor's practices with respect to any student data
19 received by the vendor from the school board or any
20 information or records generated therefrom;

21 (9) permit the school board access to any student data
22 provided by the school board and any information and
23 records generated therefrom in order for the school board
24 to respond to a request under the Freedom of Information
25 Act or pursuant to a court order;

26 (10) be permitted to diagnose and correct problems with

1 the vendor's product or service, provided that to diagnose
2 or correct a problem does not require the vendor to engage
3 in any activities prohibited by this Section; and

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

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

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

15 (2) a listing of the precise student data to be
16 provided to the vendor;

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

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

1 school board or pursuant to court order;

2 (5) a statement that the student data continues to be
3 the property of and under the control of the school board,
4 and the vendor has a limited, nonexclusive license solely
5 for the purpose of performing its obligations under the
6 contract;

7 (6) a description of the actions the vendor will take
8 to ensure the security and confidentiality of student data;
9 compliance with this requirement shall not, in itself,
10 absolve the vendor of liability in the event of an
11 unauthorized disclosure of student data; and

12 (7) a statement that the contract is the entire
13 agreement between the school board (including school board
14 employees and other end users) and the vendor.

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

23 (g) Each school board entering into a contract or agreement
24 as allowed by this Section shall maintain an original copy of
25 its term and conditions at the school board's primary place of
26 business, including a copy of the terms and conditions set

1 forth in any agreement described in subsection (f) of this
2 Section.

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

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

12 (1) providing notification to those students and their
13 parents, in the event the student is under the age of 18,
14 whose personally identifiable information was compromised
15 and to regulatory agencies or other entities as required by
16 law or contract;

17 (2) providing one year's credit monitoring to those
18 students and eligible students whose student data was
19 exposed in such a manner during the breach that a
20 reasonable person would have cause to believe that it could
21 impact his or her credit or financial security; and

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

25 (j) The State Board shall develop, publish, and make
26 publicly available model student data privacy policies and

1 procedures that comply with relevant state and federal law.

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

12 (l) In addition to any other penalties, any contract
13 governed by this Section that fails to comply with the
14 requirements of this Section shall be rendered void if, upon
15 notice and a reasonable opportunity to cure, the noncompliant
16 party fails to cure any defect. Written notice of noncompliance
17 may be provided by either party to the contract. Any vendor
18 subject to a contract voided under this subdivision is
19 required, within 60 days, to return all student data and any
20 information or records generated therefrom in its possession to
21 the school board. Any vendor that fails to cure any defect in
22 the contract shall not be entitled to any payment required
23 under the contract and shall return to the school board all
24 payments previously made by the school board.

1 Sec. 22-81. Educator data privacy.

2 (a) It is the intent of the General Assembly to help ensure
3 that information generated by and about educators in the course
4 of, and in connection with, the performance of their duties is
5 safeguarded and that educator privacy is honored, respected and
6 protected. The General Assembly finds the following:

7 (1) Information generated by and about educators in the
8 course of, and in connection with, the performance of their
9 duties is a vital resource for school boards, the State
10 Board and research organizations in planning education
11 programs and services, completing reports for educational
12 agencies, and improving the performance of schools.

13 (2) Information generated by and about educators in the
14 course of, and in connection with, the performance of their
15 duties is critical to the performance and improvement of
16 schools.

17 (3) While information generated by and about educators
18 in the course of, and in connection with, the performance
19 of their duties is important for educational purposes, it
20 is also critically important to ensure that the information
21 is protected, safeguarded and kept private and used only by
22 appropriate educational authorities or their permitted
23 designees.

24 To that end, this Section will help ensure that information
25 generated by and about educators in the course of, and in
26 connection with, the performance of their duties is protected

1 and expectations of privacy are honored.

2 (b) In this Section:

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

5 "Educator" means any person employed by or otherwise
6 working for a school board to provide educational services
7 within a school.

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

10 "Educator record" means any writing or other recorded
11 information concerning an educator by which an educator may be
12 individually or personally identified maintained by a school or
13 at its direction or by an employee of a school, regardless of
14 how or where the information is stored.

15 "Personally identifiable information" means:

16 (1) the educator's name;

17 (2) the names of the educator's immediate family
18 members;

19 (3) the address of the educator or educator's immediate
20 family members;

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

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

26 (6) other information that, alone or in combination, is

1 linked or linkable to a specific educator that would allow
2 a reasonable person in the school community, who does not
3 have personal knowledge of the relevant circumstances, to
4 identify the educator with reasonable certainty; or

5 (7) information requested by a person who the
6 educational agency or institution reasonably believes
7 knows the identity of the educator to whom the record
8 relates.

9 "Record" means any information recorded or generated in any
10 way, including, but not limited to, electronically-generated
11 data, handwriting, print, computer media, video or audio tape,
12 film, microfilm, and microfiche.

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

15 "School board" shall have the meaning set forth in the
16 Illinois School Student Records Act.

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

19 "Targeted advertising" means any form of advertising aimed
20 directly at a specific individual or group of individuals based
21 on a known or assumed trait, or traits, including, but not
22 limited to, age, gender, race, address, observed behavior, or
23 classroom performance.

24 "Vendor" means any entity and its officers, employees,
25 agents, independent contractors, and subcontractors that
26 provides or offers to provide a product or service to a school

1 board, which product or service is marketed or designed for
2 school purposes or which the entity knows or reasonably should
3 know will be used for school purposes.

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

6 (1) advertising or marketing, including targeted
7 advertising, based on:

8 (A) any information, including personally
9 identifiable information, contained in the educator
10 records;

11 (B) any information generated by or about
12 educators in connection with their use of the vendor's
13 product or service; or

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

16 (2) creating, generating, or otherwise amassing a
17 profile about any educator for any purpose other than to
18 provide the school board with information about educator
19 performance or achievement;

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

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

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

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

6 (4) exercising or claiming any rights, implied or
7 otherwise, to:

8 (A) any information, including personally
9 identifiable information, contained in the educator
10 records;

11 (B) any information generated by or about
12 educators in connection with their use of the vendor's
13 product or service; or

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

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

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

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

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

25 (6) transferring the following to any third-party
26 (including subcontractors), affiliate, or government

1 agency other than the State Board, unless required by court
2 order or expressly authorized by the school board in
3 compliance with this Section:

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

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

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

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

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 (8) requiring a school board or its employees, agents,
24 volunteers, or educators to indemnify a vendor or pay the
25 vendor's attorneys' fees or costs in connection with any
26 dispute arising out of, or otherwise connected to, educator

1 data;

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

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

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

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

14 (1) store and process such records and information in
15 accordance with commercial best practices, which shall
16 include, but not be limited to, data-security practices set
17 forth by the United States Department of Education Privacy
18 Technical Assistance Center and any rules adopted by the
19 State Board;

20 (2) implement and maintain appropriate administrative,
21 physical, and technical safeguards, to secure such records
22 and information from unauthorized access, destruction,
23 use, modification, or disclosure, which safeguards shall
24 be consistent with any rules adopted by the State Board and
25 any guidance provided by the United States Department of
26 Education Privacy and Technical Assistance Center;

1 (3) immediately notify the school board of any security
2 breach resulting in unauthorized access to any educator
3 data, regardless of whether it is the school board's
4 educator data;

5 (4) delete the personally identifiable information of
6 a specific educator:

7 (A) at the request of the educator's school or
8 school board; or

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

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

15 (6) within 30 days of the completion or termination of
16 the terms of any contract with a school board related to
17 educator data, delete or return to the school board all
18 educator data and information and records generated
19 therefrom and, in the event of deletion, provide a written
20 certification that such deletion has occurred. In the event
21 the vendor chooses to delete the data, records, and
22 information described in this subdivision (6), it shall
23 provide the school board with a written certification that
24 the data, records, and information have been deleted, which
25 certification shall be provided to the school board within
26 30 days of the termination of the contract;

1 (7) permit educators to access and correct any
2 information contained in the educator records provided to
3 the vendor by the school board;

4 (8) permit a school board to audit and inspect the
5 vendor's practices with respect to any educator data
6 received by the vendor from the school board or any
7 information or records generated therefrom;

8 (9) permit the school board access to any educator data
9 provided by the school board and any information and
10 records generated therefrom in order for the school board
11 to respond to a request under the Freedom of Information
12 Act or pursuant to a court order;

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

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

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

26 (1) provisions consistent with each requirement set

1 forth in subsections (c) and (d) of this Section;

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

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

6 (4) a statement that the vendor is a school official
7 with a legitimate educational interest, performing an
8 institutional service or function for which the school
9 board would otherwise use employees, under the direct
10 control of the school board with respect to the use and
11 maintenance of educator data, and is using such educator
12 data only for an authorized purpose and will not
13 re-disclose it to third parties or affiliates without
14 permission from the school board or pursuant to court
15 order;

16 (5) a statement that the educator data continues to be
17 the property of and under the control of the school board,
18 and the vendor has a limited, nonexclusive license solely
19 for the purpose of performing its obligations under the
20 contract;

21 (6) a description of the actions the vendor will take,
22 including the designation and training of responsible
23 employees, to ensure the security and confidentiality of
24 educator data; compliance with this requirement shall not,
25 in itself, absolve the vendor of liability in the event of
26 an unauthorized disclosure of educator data; and

1 (7) a statement that the contract is the entire
2 agreement between the school board (including school board
3 employees and other end users) and the vendor.

4 (f) Each school board shall adopt a policy regarding which
5 school employees have the power to bind the school board to the
6 terms of any agreements, whether electronic, click-through,
7 click-wrap, verbal, or in writing. If a vendor enters into an
8 agreement with an employee or other end users who are not
9 authorized through the school board's policy to enter into such
10 an agreement, then the agreement shall be voidable by the
11 school board.

12 (g) Each school board entering into a contract or agreement
13 as allowed by this Section shall maintain an original copy of
14 its term and conditions at the school board's primary place of
15 business, including a copy of the terms and conditions set
16 forth in any agreement described in subsection (f) of this
17 Section.

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

24 (1) providing notification to the educators whose
25 personally identifiable information was compromised and to
26 regulatory agencies or other entities as required by law or

1 contract;

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

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

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

13 (j) In addition to any other penalties, any contract
14 governed by this Section that fails to comply with the
15 requirements of this Section shall be rendered void if, upon
16 notice and a reasonable opportunity to cure, the noncompliant
17 party fails to cure any defect. Written notice of noncompliance
18 may be provided by either party to the contract. Any vendor
19 subject to a contract voided under this subdivision is
20 required, within 60 days, to return all student data and any
21 information or records generated therefrom in its possession to
22 the school board. Any vendor that fails to cure any defect in
23 the contract shall not be entitled to any payment required
24 under the contract and shall return to the school board all
25 payments previously made by the school board.

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

3 (105 ILCS 10/2) (from Ch. 122, par. 50-2)

4 Sec. 2. In this Act:

5 "Biometric record" means a record of one or more measurable
6 biological or behavioral characteristics that can be used for
7 automated recognition of an individual. Examples include
8 fingerprints, retina and iris patterns, voiceprints, DNA
9 sequence, facial characteristics, and handwriting.

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

12 "Parent" means a person who is the natural parent of the
13 student or other person who has the primary responsibility for
14 the care and upbringing of the student. All rights and
15 privileges accorded to a parent under this Act shall become
16 exclusively those of the student upon the student's 18th
17 birthday, graduation from secondary school, marriage, or entry
18 into military service, whichever occurs first. Such rights and
19 privileges may also be exercised by the student at any time
20 with respect to the student's permanent school record.

21 "Personally identifiable information" means:

22 (1) the student's name;

23 (2) the name of the student's parent or other family
24 members;

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

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

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

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

10 (7) information requested by a person who the
11 educational agency or institution reasonably believes
12 knows the identity of the student to whom the education
13 record relates.

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

18 "School" means any public preschool, day care center,
19 kindergarten, nursery, elementary or secondary educational
20 institution, vocational school, special education facility or
21 any other elementary or secondary educational agency or
22 institution and any person, agency or institution which
23 maintains school student records from more than one school, but
24 does not include a private or non-public school.

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

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

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

20 "Student" means any person enrolled or previously enrolled
21 in a school.

22 "Student permanent record" means the minimum personal
23 information necessary to a school in the education of the
24 student and contained in a school student record. Such
25 information may include the student's name, birth date,
26 address, grades and grade level, parents' names and addresses,

1 attendance records, and such other entries as the State Board
2 may require or authorize.

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

17 ~~As used in this Act,~~

18 ~~(a) "Student" means any person enrolled or previously~~
19 ~~enrolled in a school.~~

20 ~~(b) "School" means any public preschool, day care center,~~
21 ~~kindergarten, nursery, elementary or secondary educational~~
22 ~~institution, vocational school, special educational facility~~
23 ~~or any other elementary or secondary educational agency or~~
24 ~~institution and any person, agency or institution which~~
25 ~~maintains school student records from more than one school, but~~
26 ~~does not include a private or non public school.~~

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

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

20 ~~(e) "Student Permanent Record" means the minimum personal~~
21 ~~information necessary to a school in the education of the~~
22 ~~student and contained in a school student record. Such~~
23 ~~information may include the student's name, birth date,~~
24 ~~address, grades and grade level, parents' names and addresses,~~
25 ~~attendance records, and such other entries as the State Board~~
26 ~~may require or authorize.~~

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

16 ~~(g) "Parent" means a person who is the natural parent of~~
17 ~~the student or other person who has the primary responsibility~~
18 ~~for the care and upbringing of the student. All rights and~~
19 ~~privileges accorded to a parent under this Act shall become~~
20 ~~exclusively those of the student upon his 18th birthday,~~
21 ~~graduation from secondary school, marriage or entry into~~
22 ~~military service, whichever occurs first. Such rights and~~
23 ~~privileges may also be exercised by the student at any time~~
24 ~~with respect to the student's permanent school record.~~

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

1 (105 ILCS 10/6) (from Ch. 122, par. 50-6)

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

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

8 (2) to ~~to~~ an employee or official of the school or
9 school district or State Board with current demonstrable
10 educational or administrative interest in the student, in
11 furtherance of such interest;

12 (3) to ~~to~~ the official records custodian of another
13 school within Illinois or an official with similar
14 responsibilities of a school outside Illinois, in which the
15 student has enrolled, or intends to enroll, upon the
16 request of such official or student;

17 (4) to ~~to~~ any person for the purpose of research,
18 statistical reporting, or planning, provided that such
19 research, statistical reporting, or planning is
20 permissible under and undertaken in accordance with the
21 federal Family Educational Rights and Privacy Act (20
22 U.S.C. 1232g);

23 (5) pursuant ~~Pursuant~~ to a court order, provided that
24 the parent shall be given prompt written notice upon
25 receipt of such order of the terms of the order, the nature
26 and substance of the information proposed to be released in

1 compliance with such order and an opportunity to inspect
2 and copy the school student records and to challenge their
3 contents pursuant to Section 7;

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

6 (6.5) to ~~to~~ juvenile authorities when necessary for the
7 discharge of their official duties who request information
8 prior to adjudication of the student and who certify in
9 writing that the information will not be disclosed to any
10 other party except as provided under law or order of court.

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

12 (i) a judge of the circuit court and members of the staff
13 of the court designated by the judge; (ii) parties to the
14 proceedings under the Juvenile Court Act of 1987 and their
15 attorneys; (iii) probation officers and court appointed
16 advocates for the juvenile authorized by the judge hearing
17 the case; (iv) any individual, public or private agency
18 having custody of the child pursuant to court order; (v)
19 any individual, public or private agency providing
20 education, medical or mental health service to the child
21 when the requested information is needed to determine the
22 appropriate service or treatment for the minor; (vi) any
23 potential placement provider when such release is
24 authorized by the court for the limited purpose of
25 determining the appropriateness of the potential
26 placement; (vii) law enforcement officers and prosecutors;

1 (viii) adult and juvenile prisoner review boards; (ix)
2 authorized military personnel; (x) individuals authorized
3 by court;

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

8 (8) to ~~to~~ any person, with the prior specific dated
9 written consent of the parent designating the person to
10 whom the records may be released, provided that at the time
11 any such consent is requested or obtained, the parent shall
12 be advised in writing that he has the right to inspect and
13 copy such records in accordance with Section 5, to
14 challenge their contents in accordance with Section 7 and
15 to limit any such consent to designated records or
16 designated portions of the information contained therein;

17 (9) to ~~to~~ a governmental agency, or social service
18 agency contracted by a governmental agency, in furtherance
19 of an investigation of a student's school attendance
20 pursuant to the compulsory student attendance laws of this
21 State, provided that the records are released to the
22 employee or agent designated by the agency;

23 (10) to ~~to~~ those SHOCAP committee members who fall
24 within the meaning of "state and local officials and
25 authorities", as those terms are used within the meaning of
26 the federal Family Educational Rights and Privacy Act, for

1 the purposes of identifying serious habitual juvenile
2 offenders and matching those offenders with community
3 resources pursuant to Section 5-145 of the Juvenile Court
4 Act of 1987, but only to the extent that the release,
5 transfer, disclosure, or dissemination is consistent with
6 the Family Educational Rights and Privacy Act;

7 (11) to ~~to~~ the Department of Healthcare and Family
8 Services in furtherance of the requirements of Section
9 2-3.131, 3-14.29, 10-28, or 34-18.26 of the School Code or
10 Section 10 of the School Breakfast and Lunch Program Act;
11 or

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

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

26 (1) Prior to the beginning of each school year, the

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

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

23 (B) The notice described in this subparagraph (1)
24 shall describe generally the purposes of conducting
25 educational research, contain a short description of
26 all current and scheduled research studies and set

1 forth the address of the Internet website containing a
2 current list of all research studies being conducted
3 and scheduled to be conducted, which web address shall
4 also be set forth in the school board's student
5 handbook. The notice shall also advise parents,
6 guardians and eligible students that the State Board
7 conducts research studies and shall provide the
8 Internet website address for that part of the State
9 Board's website that contains a list of the current and
10 scheduled studies to be conducted.

11 (C) For those school boards that maintain an
12 Internet website, the webpage that contains the list of
13 all current and scheduled research studies shall also
14 set forth, in general terms, the nature of each listed
15 research study, the categories of students whose
16 records will be used in each listed research study and
17 the names of all organizations involved in each listed
18 research study. For those school boards that do not
19 maintain an Internet website, the school boards shall
20 provide the information described in this subdivision
21 (C) in the notice described in this subparagraph (1).

22 (2) A written data use agreement that complies with the
23 Family Educational Rights and Privacy Act and its
24 accompanying regulations and, at a minimum, contains the
25 provisions set forth below is entered into by and between
26 the party gaining access to the records of the school board

1 or State Board and the entity with the legal authority to
2 permit the use of the data:

3 (A) The accredited post-secondary educational
4 institution or the organization conducting research
5 shall abide by all requirements of this subparagraph
6 (2).

7 (B) A statement of the purpose, scope and duration
8 of the research study or studies, as well as a
9 description of the records to be used as part of the
10 study and the person or persons to whom the records
11 will be disclosed, provided that the list of persons to
12 whom the records may be disclosed may be amended from
13 time to time with the agreement of all parties to the
14 data use agreement.

15 (C) The accredited post-secondary educational
16 institution or the organization conducting research
17 shall use school student records only to meet the
18 purpose or purposes of the study as set forth in
19 subdivision (B) of this subparagraph (2).

20 (D) The accredited post-secondary educational
21 institution or the organization conducting research
22 may only use records containing personally
23 identifiable information of a student or by which a
24 student may otherwise be individually or personally
25 identified for two reasons: (i) to link data files; or
26 (ii) to identify eligible students for research

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

6 (E) The accredited post-secondary educational
7 institution or the organization conducting research
8 shall destroy all records containing personally
9 identifiable information of a student or that
10 otherwise individually or personally identifies a
11 student when the information is no longer needed, but
12 in no event later than 36 months after the research
13 study has been completed.

14 (F) The accredited post-secondary educational
15 institution or the organization conducting research
16 shall certify in writing that it has the capacity to
17 and shall restrict access to school student records to
18 the person or persons set forth in subdivision (B) of
19 this subparagraph (2).

20 (G) The accredited post-secondary educational
21 institution or the organization conducting research
22 shall certify in writing that it shall maintain the
23 security of all records received pursuant to this
24 paragraph (a-5) in compliance with rules that shall be
25 adopted by the State Board, which rules shall be
26 consistent, and regularly updated to comply, with

1 commonly accepted data-security practices, including,
2 but not limited to, those set forth by the United
3 States Department of Education Privacy Technical
4 Assistance Center.

5 (H) In compliance with the rules adopted pursuant
6 to subdivision (G) of this subparagraph (2) and any
7 other rules that may be necessary and adopted by the
8 State Board, the accredited post-secondary educational
9 institution or the organization conducting research
10 shall develop, implement, maintain, and use
11 appropriate administrative, technical and physical
12 security measures to preserve the confidentiality and
13 integrity of all school student records.

14 (3) Accredited post-secondary educational institutions
15 and organizations conducting research may only use records
16 containing personally identifiable information or a
17 student or by which a student may otherwise be personally
18 or individually identified for two reasons: (i) to link
19 data files or (ii) to identify eligible students for
20 research studies for which written parental, guardian or
21 eligible student consent will be obtained for
22 participation and the person or persons to whom such
23 information will be disclosed is set forth in the data use
24 agreement.

25 (4) The accredited post-secondary institution or the
26 organization conducting research agrees that it shall use

1 personally identifiable information from school student
2 records only to meet the purpose or purposes of the
3 research study or studies as stated in the data use
4 agreement described in subparagraph (2) of this paragraph
5 (a-5).

6 (5) Any information by which a student may be
7 individually or personally identified shall be released,
8 transferred, disclosed or otherwise disseminated only as
9 contemplated by the written data use agreement of paragraph
10 (a-5).

11 (6) All school student records shall have personally
12 identifiable information removed prior to analysis by the
13 accredited post-secondary educational institution or the
14 organization conducting research.

15 (7) The accredited post-secondary institution or
16 organization conducting research shall implement and
17 adhere to policies and procedures that restrict access to
18 records which have personally identifiable information.

19 (A) The accredited post-secondary institution or
20 organization conducting research shall designate an
21 individual to act as the custodian of the records with
22 personally identifiable information who is responsible
23 for restricting access to those records and provide the
24 name of that individual to the entity with the legal
25 authority to permit the use of the records.

26 (B) Any personally identifiable information used

1 to link data sets shall be securely stored in a
2 location separate and apart from the location of the
3 de-identified school student records, in a secure data
4 file.

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

14 (b) No information may be released pursuant to subparagraph
15 ~~subparagraphs~~ (3) or (6) of paragraph (a) of this Section 6
16 unless the parent receives prior written notice of the nature
17 and substance of the information proposed to be released, and
18 an opportunity to inspect and copy such records in accordance
19 with Section 5 and to challenge their contents in accordance
20 with Section 7. Provided, however, that such notice shall be
21 sufficient if published in a local newspaper of general
22 circulation or other publication directed generally to the
23 parents involved where the proposed release of information is
24 pursuant to subparagraph (6) ~~6~~ of paragraph (a) of ~~in~~ this
25 Section 6 and relates to more than 25 students.

26 (c) A record of any release of information pursuant to this

1 Section must be made and kept as a part of the school student
2 record and subject to the access granted by Section 5. Such
3 record of release shall be maintained for the life of the
4 school student records and shall be available only to the
5 parent and the official records custodian. Each record of
6 release shall also include:

7 (1) the ~~The~~ nature and substance of the information
8 released;

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

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

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

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

16 (d) Except for the student and his parents, no person to
17 whom information is released pursuant to this Section and no
18 person specifically designated as a representative by a parent
19 may permit any other person to have access to such information
20 without a prior consent of the parent obtained in accordance
21 with the requirements of subparagraph (8) of paragraph (a) of
22 this Section.

23 (e) Nothing contained in this Act shall prohibit the
24 publication of student directories which list student names,
25 addresses and other identifying information and similar
26 publications which comply with regulations issued by the State

1 Board.

2 (Source: P.A. 95-331, eff. 8-21-07; 95-793, eff. 1-1-09;
3 96-107, eff. 7-30-09; 96-1000, eff. 7-2-10; revised 11-26-14.)

4 (105 ILCS 10/9) (from Ch. 122, par. 50-9)

5 Sec. 9. (a) Any person aggrieved by any violation of this
6 Act may institute an action for injunctive relief in the
7 Circuit Court of the County in which the violation has occurred
8 or the Circuit Court of the County in which the school is
9 located.

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

14 (c) In the case of any successful action under paragraph
15 (a) or (b) of this Section, any person or school found to have
16 wilfully or negligently violated any provision of this Act is
17 liable to the plaintiff for the plaintiff's damages, the costs
18 of the action and reasonable attorneys' fees, as determined by
19 the Court.

20 (d) Actions for injunctive relief to secure compliance with
21 this Act may be brought by the State Board, by the State's
22 Attorney of the County in which the alleged violation has
23 occurred or the State's Attorney of the County in which the
24 school is located, in each case in the Circuit Court of such
25 County.

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

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

15 (g) In addition to any other penalties and remedies
16 provided by this Section 9 of this Act, any accredited
17 post-secondary educational institution or organization
18 conducting research that violates the requirements of
19 subparagraph (a-5) of Section 6 of this Act shall immediately
20 cease conducting any research that utilizes school student
21 records and shall be prohibited from conducting additional
22 research studies based on such records and information for a
23 period of 6 months from the date of the discovery of the
24 violation.

25 (h) In addition to any other penalties and remedies
26 provided by this Section 9 of this Act, any school board that

1 violates the requirements of subparagraph (a-5) of Section 6 of
2 this Act shall be prohibited from entering into a data use
3 agreement with any accredited post-secondary educational
4 institution or organization conducting research for a period of
5 12 months from the date of the discovery of the violation, and
6 all existing data use agreements shall be voided.

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

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

10 (325 ILCS 17/5)

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

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

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

15 "Personal information" means any of the following:

16 (1) A person's name.

17 (2) A person's address.

18 (3) A person's telephone number.

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

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

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

1 "Personal information" does not include any of the
2 following:

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

5 (2) Court records.

6 (3) Information found in publicly available sources,
7 including newspapers, magazines, and telephone
8 directories.

9 (4) Any other information that is not known to concern
10 a child.

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