



Rep. Scott Drury

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LRB099 04631 NHT 44553 a

1 AMENDMENT TO HOUSE BILL 811

2 AMENDMENT NO. \_\_\_\_\_. Amend House Bill 811 by replacing  
3 everything after the enacting clause with the following:

4 "Section 5. The School Code is amended by adding Section  
5 22-82 as follows:

6 (105 ILCS 5/22-82 new)

7 Sec. 22-82. 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 vital  
15 resource for teachers and school staff in planning  
16 education programs and services, scheduling students into

1 appropriate classes, and completing reports for  
2 educational 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 is  
10 important for educational purposes, it is also critically  
11 important to ensure that the information is protected,  
12 safeguarded, and kept private and used only by appropriate  
13 educational authorities or their permitted designees, and  
14 then only to serve the best interests of the student.

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

19 (b) In this Section:

20 "Breach" means the unauthorized acquisition of  
21 computerized data that compromises the security,  
22 confidentiality, or integrity of personally identifiable  
23 information, student data, or a school student record.

24 "Eligible student" has the meaning set forth in the  
25 Illinois School Student Records Act.

26 "Parent" has the meaning set forth in the Illinois School

1 Student Records Act.

2 "Personally identifiable information" has the meaning set  
3 forth in the Illinois School Student Records Act.

4 "Profile" means a file or other mechanism used to collect,  
5 retain, and use student data or other information by which to  
6 identify or otherwise keep track of an individual student or  
7 group of students.

8 "Record" has the meaning set forth in the Illinois School  
9 Student Records Act.

10 "School" has the meaning set forth in the Illinois School  
11 Student Records Act.

12 "School authority" has the meaning set forth in the  
13 Illinois School Student Records Act.

14 "School purpose" means any activity that is directed by or  
15 takes place at the direction of a school authority. Advertising  
16 that is not otherwise specifically authorized in this Section  
17 is not a school purpose.

18 "School student record" has the meaning set forth in the  
19 Illinois School Student Records Act.

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

21 "Student" has the meaning set forth in the Illinois School  
22 Student Records Act.

23 "Student data" means any information or records regarding a  
24 student collected by or provided to a vendor for or in  
25 connection with a school purpose, including personally  
26 identifiable information and information that is linked to

1 personally identifiable information. "Student data" does not  
2 include aggregated information or records to the extent no  
3 student may be individually identified therefrom in any manner  
4 whatsoever or other information or records that do not include  
5 personally identifiable information or other data by which a  
6 student may be identified in any manner whatsoever. "Student  
7 data" does include aggregated information or records that are  
8 capable of being de-aggregated or reconstructed to the point  
9 that any student may be individually identified therefrom.

10 "Targeted advertising" means advertising to an individual  
11 student or group of students in which the advertisements are  
12 selected based on a known or assumed trait of the student or  
13 group of students or information obtained or inferred from the  
14 student's or group of students' online behavior within a  
15 vendor's product or service or the student's or group of  
16 students' use of a vendor's products or services. This term  
17 does not include:

18 (1) information sent by a vendor to a specific  
19 individual or group of individuals to advise them of  
20 updates or improvements to products, sites, or services  
21 that are already being utilized by the individual or group  
22 of individuals, provided that the school authority or the  
23 individual or group of individuals have consented to  
24 receiving information about updates and improvements; or

25 (2) school purpose advertisements at an online  
26 location based on a student's current visit to that

1 location without collection and retention of the student's  
2 online activities over time.

3 "Vendor" means any entity that, for a fee or free of  
4 charge:

5 (1) provides a product or service to a school authority  
6 that collects, retains, or uses student data;

7 (2) designs or markets a product or service for use by  
8 a school authority that collects, retains, or uses student  
9 data; or

10 (3) knows or reasonably should know that a product or  
11 service that collects, retains, or uses student data will  
12 be used for a school purpose.

13 (c) It shall be unlawful for any vendor in possession of  
14 student data or any subcontractor, agent, independent  
15 contractor, or other entity that receives student data from a  
16 vendor to:

17 (1) engage in targeted advertising based in whole or in  
18 part on student data;

19 (2) sell, lease, provide, or rent student data to any  
20 person, entity, or third party other than the school  
21 authority or State Board, unless there has been a purchase,  
22 merger, or other type of acquisition of the vendor by  
23 another entity, in which case the sale of previously  
24 collected student data is permitted, provided that the  
25 successor entity agrees in writing to be subject to and  
26 bound by the provisions of this Section and any agreement

1 governed by this Section and a copy of the successor  
2 entity's agreement with the vendor that relates to this  
3 Section is provided to the school authority, redacted to  
4 prevent disclosure of confidential or proprietary  
5 information;

6 (3) exercise or claim any rights, implied or otherwise,  
7 to any student data, unless otherwise authorized by this  
8 Section;

9 (4) disclose or otherwise allow any third party to have  
10 access to student data, unless such disclosure is:

11 (A) made only in furtherance of a school purpose  
12 and the recipient of the student data is legally  
13 required to comply with this Section;

14 (B) to the extent permitted by federal law, to law  
15 enforcement to protect the safety of users or others or  
16 the security or integrity of the vendor's service;

17 (C) required by court order or State or federal  
18 law;

19 (D) made in connection with research being  
20 conducted pursuant to and in compliance with  
21 subsection (a-5) of Section 6 of the Illinois School  
22 Student Records Act;

23 (E) to ensure legal or regulatory compliance; or

24 (F) to a subcontractor, agent, independent  
25 contractor or other entity, for the purposes of  
26 enabling the vendor to meet its contractual

1           obligations to the school authority, that first  
2           acknowledges in writing that it has read and  
3           understands the requirements of this Section and  
4           agrees in writing to be bound by its provisions and the  
5           terms of any agreement entered into between the vendor  
6           and the school authority, with a copy of such written  
7           acknowledgement and agreement being provided to the  
8           school authority;

9           (5) create, generate, or otherwise amass a profile  
10          about any student if the profile is based on any student  
11          data, for any purpose other than a school purpose;

12          (6) require a school authority or its employees,  
13          agents, volunteers, or students to indemnify a vendor or  
14          pay the vendor's attorney's fees or costs in connection  
15          with any dispute arising out of or otherwise connected to  
16          student data, except in the case of willful or wanton  
17          conduct by a school authority or its employee or agent, in  
18          which case indemnification by the school authority may be  
19          permitted;

20          (7) require a school authority or its employees,  
21          agents, volunteers, or students to arbitrate any dispute  
22          arising out of or otherwise connected to student data;

23          (8) enter into any agreement with a school authority  
24          that authorizes in any manner activities prohibited by this  
25          Section; and

26          (9) modify or otherwise alter the terms and conditions

1 of any agreement with a school authority related to student  
2 data without the express consent of the school authority or  
3 its designee, which may not be the vendor.

4 (d) Any vendor who receives any student data in any manner  
5 shall:

6 (1) implement and maintain appropriate administrative,  
7 physical, and technical safeguards to secure the student  
8 data from unauthorized access, destruction, use,  
9 modification, or disclosure in a manner that is at least as  
10 protective as any rules adopted by the State Board and any  
11 guidance provided by the United States Department of  
12 Education Privacy and Technical Assistance Center;

13 (2) within the most expedient time possible and without  
14 unreasonable delay, notify the school authority of any  
15 breach, regardless of whether it is the school authority's  
16 student data;

17 (3) to the extent feasible, delete the student data,  
18 school student record, or personally identifiable  
19 information of a specific student at the request of the  
20 student's school or school authority;

21 (4) designate an officer or employee as a responsible  
22 person who shall be trained in a manner so as to ensure  
23 compliance with this Section and ensure the security and  
24 confidentiality of student data and who shall work with the  
25 official records custodian of the school authority under  
26 subsection (a) of Section 4 of the Illinois School Student



1 Records Act;

2 (5) unless otherwise required by federal or State law,  
3 within a reasonable amount of time after the completion or  
4 termination of the terms of any agreement with a school  
5 authority under which a vendor gained access to student  
6 data, not to exceed 60 days:

7 (A) delete or return to the school authority all  
8 student data, unless the student data is stored on a  
9 backup tape or other backup medium, in which case the  
10 data shall be overwritten in the most expedient manner  
11 possible in the normal course of business; and

12 (B) provide a written certification that such  
13 deletion has occurred;

14 (6) if directed by the school authority, correct or  
15 delete student data that the student's parents or guardians  
16 or the eligible student would be permitted to access and  
17 correct in the student's school student records with the  
18 school authority under federal or State law;

19 (7) permit a school authority or its designee to audit  
20 and inspect, on an annual basis or after any breach, the  
21 vendor's practices with respect to any student data  
22 received by the vendor from the school authority or any  
23 student profiles, provided that this requirement shall be  
24 satisfied if the vendor provides the school authority with  
25 an independent, third-party audit acceptable to the school  
26 authority that has been conducted within the previous 12

1 months or, in the case of a breach, within 3 months after  
2 the breach;

3 (8) permit the school authority access to any student  
4 data provided by the school authority, provided that the  
5 student data is stored with the vendor, in order for the  
6 school authority to comply with any law that may require  
7 disclosure;

8 (9) consistent with the provisions of this Section, be  
9 permitted to diagnose, evaluate, or correct problems with  
10 or otherwise modify or improve the vendor's product or  
11 service;

12 (10) be permitted to use student data that does not  
13 contain any personally identifiable information and has  
14 otherwise been stripped of or does not contain identifying  
15 information for the purpose of:

16 (A) adaptive, personalized, or customized  
17 learning;

18 (B) demonstrating the effectiveness of the product  
19 or service; or

20 (C) developing, supporting, and improving  
21 educational sites, services, or applications;

22 (11) agree that any dispute arising out of or otherwise  
23 connected to student data shall be litigated using Illinois  
24 law, the proper venue is in the county or federal court  
25 district in which the school district is located, and the  
26 court in the proper venue shall have jurisdiction over the

1 vendor; and

2 (12) agree that the student data continues to be the  
3 property of and under the control of the school authority  
4 and that the vendor has a limited, nonexclusive license to  
5 the student data solely for the purpose of performing its  
6 obligations under the agreement required by subsection (e)  
7 of this Section or supporting, maintaining, diagnosing, or  
8 improving the vendor's product or service.

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

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

17 (2) a listing of the categories or types of student  
18 data to be provided to the vendor;

19 (3) a statement of the product or service being  
20 provided to the school authority by the vendor;

21 (4) a statement that the vendor is acting as a school  
22 official with a legitimate educational interest, is  
23 performing an institutional service or function for which  
24 the school authority would otherwise use employees, under  
25 the direct control of the school authority with respect to  
26 the use and maintenance of student data, and is using such

1        student data only for an authorized purpose and will not  
2        re-disclose it to third parties or affiliates, unless  
3        otherwise permitted under this Section, without permission  
4        from the school authority or pursuant to court order;

5            (5) a description of the actions the vendor will take,  
6            including a description of the training the vendor will  
7            provide to anyone who will receive or have access to  
8            student data, to ensure the security and confidentiality of  
9            student data; compliance with this subdivision (5) shall  
10          not, in itself, absolve the vendor of liability in the  
11          event of an unauthorized disclosure of student data; and

12            (6) a statement that the agreement is the entire  
13          agreement between the school authority, including school  
14          authority employees and other end users, and the vendor.

15          (f) Each school authority shall adopt a policy regarding  
16          which school employees have the power to bind the school  
17          authority to the terms of any non-verbal agreements, whether  
18          electronic, click-through, click-wrap, or in writing and  
19          require an original copy of each agreement's terms and  
20          conditions to be maintained at the school authority's primary  
21          place of business. Each school authority shall prohibit  
22          individual school employees not authorized to bind the school  
23          authority to such agreements from entering into any agreement  
24          with vendors without written authorization from the school  
25          authority and require that any school entering into any  
26          agreement with a vendor is subject to the requirements of this

1 Section and that oral agreements are prohibited. Any oral  
2 agreement is void as against public policy. If a vendor enters  
3 into an agreement with an employee or other end users who are  
4 not authorized through the school authority's policy to enter  
5 into such an agreement, then the school authority shall have  
6 the authority to unilaterally cancel the agreement. This  
7 Section shall not be construed to limit individual school  
8 employees outside of the scope of their employment from  
9 entering into agreements with vendors on their own behalf and  
10 for a non-school purpose, provided that no student data is  
11 provided to the vendors.

12 (g) The State Board shall create, publish, and make  
13 publicly available all categories of data collected by the  
14 State Board that contain personally identifiable information.

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

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

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

6           (3) legal fees, audit costs, fines, and other fees or  
7           damages imposed against the school authority as a result of  
8           the security breach; and

9           (4) providing any other notifications or fulfilling  
10          any other requirements adopted by the State Board or under  
11          State or federal laws.

12          (i) The State Board shall develop, publish, and make  
13          publicly available model student data privacy policies and  
14          procedures that comply with relevant State and federal law.

15          (j) Within 180 days after the effective date of this  
16          amendatory Act of the 99th General Assembly, the State Board  
17          shall create a model notice that school authorities shall use  
18          to provide notice to parents, guardians, and eligible students  
19          about vendors. It shall be titled "Student Data Shared With  
20          Vendors" and state, in general terms, what types of student  
21          data are collected by the school authority and shared with  
22          vendors under this Section and the purposes of collecting and  
23          using the student data. Upon the creation of the notice  
24          described in this subsection (j), a school authority shall, at  
25          the beginning of each school year, provide such notice to  
26          parents, guardians, and eligible students by the same means

1 generally used to send notices to them.

2 (k) In addition to any other penalties, any agreement  
3 governed by this Section that fails to comply with the  
4 requirements of this Section shall be rendered void if, upon  
5 notice and a reasonable opportunity to cure, the noncompliant  
6 party fails to cure any defect. Written notice of noncompliance  
7 may be provided by either party to the agreement. Any vendor  
8 subject to an agreement voided under this subsection (k) is  
9 required, within 60 days, to delete or return to the school  
10 authority all student data and information contained in student  
11 profiles and, in the event of deletion, provide a written  
12 certification that such deletion has occurred. Any vendor that  
13 fails to cure any defect in the agreement is not be entitled to  
14 any further payment required under the agreement and shall  
15 return to the school authority all payments made from the date  
16 of notification of non-compliance by the school authority.

17 (l) Nothing in this Section shall be construed to:

18 (1) restrict adaptive, personalized, or customized  
19 learning, subject to the requirements of this Section;

20 (2) prohibit a vendor from complying with its  
21 obligations under federal or State law;

22 (3) impose a duty on a provider of an interactive  
23 computer service, as defined in Chapter 5 of Title 47 of  
24 the United States Code, to review or enforce compliance  
25 with this Section by third-party content providers,  
26 provided that this subdivision (3) has no impact on the

1       obligations of vendors;

2           (4) impose a duty on a provider of an electronic store,  
3       a gateway, a marketplace, or any other means of purchasing  
4       or downloading software or applications to review or  
5       enforce compliance with this Section, unless the provider  
6       described in this subdivision (4) is also a vendor subject  
7       to the provisions of this Section or has a financial  
8       interest in or control over a vendor subject to the  
9       provisions of this Section;

10          (5) impede the ability of students to download,  
11       transfer, or otherwise save or maintain their own student  
12       data, provided that nothing in this subdivision (5) shall  
13       allow a vendor to circumvent or engage in conduct  
14       prohibited by this Section;

15          (6) limit Internet service providers from providing  
16       Internet connectivity to school authorities, students, and  
17       students' parents or guardians, provided that the  
18       provision of such Internet connectivity does not violate  
19       any of the provisions of this Section; and

20          (7) apply to an entity acting entirely outside of its  
21       vendor capacity.

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

24       (105 ILCS 10/2) (from Ch. 122, par. 50-2)



1           Sec. 2. As used in this Act:7

2           "Biometric information" has the meaning set forth in  
3 subsection (a) of Section 10-20.40 of the School Code.

4           "Eligible student" means a student who has reached 18 years  
5 of age or is attending a post-secondary educational  
6 institution.

7           "Parent" means a person who is the natural parent of a  
8 student or other person who has the primary responsibility for  
9 the care and upbringing of a student. All rights and privileges  
10 accorded to a parent under this Act shall become exclusively  
11 those of the student upon his or her 18th birthday or upon  
12 attendance at a post-secondary educational institution. Such  
13 rights and privileges may also be exercised by the student at  
14 any time with respect to the student's permanent school record.

15           "Personally identifiable information" means any data  
16 concerning a student by which a student may be individually or  
17 personally identified and includes, but is not limited to:

18           (1) the student's name;

19           (2) the name of the student's parent or other family  
20 members;

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

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

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

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

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

5 (7) information requested by a person whom a school  
6 reasonably believes knows the identity of the student to  
7 whom the school student record relates.

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

12 "Research entity" means an accredited post-secondary  
13 educational institution or an organization conducting research  
14 for or on behalf of a school authority or the State Board.

15 "Research study" means the gathering of data, information,  
16 and facts by a research entity for the advancement of  
17 knowledge.

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

26 "School authority" means any school board, school

1 district, board of directors, or other governing body of a  
2 school established under the School Code or through any other  
3 means.

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

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

23 "Student" means any person enrolled or previously enrolled  
24 in a school.

25 "Student permanent record" means the minimum personal  
26 information necessary to a school in the education of a student

1 and contained in a school student record. Such information may  
2 include the student's name, birth date, address, grades and  
3 grade level, parents' names and addresses, and attendance  
4 records and such other entries as the State Board may require  
5 or authorize.

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

21 ~~(a) "Student" means any person enrolled or previously~~  
22 ~~enrolled in a school.~~

23 ~~(b) "School" means any public preschool, day care center,~~  
24 ~~kindergarten, nursery, elementary or secondary educational~~  
25 ~~institution, vocational school, special educational facility~~  
26 ~~or any other elementary or secondary educational agency or~~

1 ~~institution and any person, agency or institution which~~  
2 ~~maintains school student records from more than one school, but~~  
3 ~~does not include a private or non-public school.~~

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

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

23 ~~(e) "Student Permanent Record" means the minimum personal~~  
24 ~~information necessary to a school in the education of the~~  
25 ~~student and contained in a school student record. Such~~  
26 ~~information may include the student's name, birth date,~~

1 ~~address, grades and grade level, parents' names and addresses,~~  
2 ~~attendance records, and such other entries as the State Board~~  
3 ~~may require or authorize.~~

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

19 ~~(g) "Parent" means a person who is the natural parent of~~  
20 ~~the student or other person who has the primary responsibility~~  
21 ~~for 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 his 18th birthday,~~  
24 ~~graduation from secondary school, marriage or entry into~~  
25 ~~military service, whichever occurs first. Such rights and~~  
26 ~~privileges may also be exercised by the student at any time~~

1 ~~with respect to the student's permanent school record.~~

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

3 (105 ILCS 10/6) (from Ch. 122, par. 50-6)

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

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

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

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

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

25 (5) pursuant to a court order, provided that the parent

1 shall be given prompt written notice upon receipt of such  
2 order of the terms of the order, the nature and substance  
3 of the information proposed to be released in compliance  
4 with such order and an opportunity to inspect and copy the  
5 school student records and to challenge their contents  
6 pursuant to Section 7;

7 (6) to any person as specifically required by State or  
8 federal law;

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

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

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



1 authorized by the court for the limited purpose of  
2 determining the appropriateness of the potential  
3 placement; (vii) law enforcement officers and prosecutors;  
4 (viii) adult and juvenile prisoner review boards; (ix)  
5 authorized military personnel; (x) individuals authorized  
6 by court;

7 (7) subject to regulations of the State Board, in  
8 connection with an emergency, to appropriate persons if the  
9 knowledge of such information is necessary to protect the  
10 health or safety of the student or other persons;

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

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

26 (10) to those SHOCAP committee members who fall within

1 the meaning of "state and local officials and authorities",  
2 as those terms are used within the meaning of the federal  
3 Family Educational Rights and Privacy Act, for the purposes  
4 of identifying serious habitual juvenile offenders and  
5 matching those offenders with community resources pursuant  
6 to Section 5-145 of the Juvenile Court Act of 1987, but  
7 only to the extent that the release, transfer, disclosure,  
8 or dissemination is consistent with the Family Educational  
9 Rights and Privacy Act;

10 (11) to the Department of Healthcare and Family  
11 Services in furtherance of the requirements of Section  
12 2-3.131, 3-14.29, 10-28, or 34-18.26 of the School Code or  
13 Section 10 of the School Breakfast and Lunch Program Act;  
14 or

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

22 (a-5) Pursuant to subparagraph (4) of paragraph (a) of this  
23 Section, a school authority or the State Board may provide  
24 school student records to researchers at a research entity  
25 conducting research for, or on behalf of, a school, school  
26 authority, or the State Board if any such research is conducted

1 in accordance with the federal Family Educational Rights and  
2 Privacy Act and does not take place until the following  
3 requirements are complied with:

4 (1) For those school authorities that maintain a  
5 website, the school authority shall maintain a webpage on  
6 the website that contains a short description of all  
7 current and scheduled research studies using personally  
8 identifiable information obtained from the school  
9 authority without obtaining consent from parents,  
10 including the nature of each study, the categories of  
11 students whose records will be used in each listed study,  
12 and the names of all research entities involved in each  
13 listed study. The school authority shall update the website  
14 to include any new or approved research studies at least 3  
15 months but not more than 4 months after issuing the notice  
16 described in subparagraph (3) of this paragraph (a-5) and  
17 again at least 6 months but not more than 7 months after  
18 issuing the notice described in subparagraph (3) of this  
19 paragraph (a-5).

20 (2) For those school authorities that do not maintain a  
21 website, the school authority shall provide the  
22 information described in subparagraph (1) of this  
23 paragraph (a-5) in the same notice required in subparagraph  
24 (3) of this paragraph (a-5). The school authority shall  
25 provide supplemental notices that include any new or  
26 approved research studies at least 3 months but not more

1 than 4 months after issuing the notice described in  
2 subparagraph (3) of this paragraph (a-5) and again at least  
3 6 months but not more than 7 months after issuing the  
4 notice described in subparagraph (3) of this paragraph  
5 (a-5).

6 (3) Prior to the beginning of each school year, the  
7 school authority shall provide notice to parents,  
8 guardians and eligible students regarding current and  
9 scheduled research studies using personally identifiable  
10 information obtained from the school authority without  
11 obtaining consent from parents. The notice shall be sent by  
12 the same means generally used to send notices to parent,  
13 guardians, and eligible students and shall contain the  
14 following:

15 (A) the general purposes of conducting the  
16 educational research;

17 (B) the website address containing the information  
18 described in subparagraph (1) of this paragraph (a-5),  
19 if applicable, which website address shall also be set  
20 forth in the school authority's student handbook; and

21 (C) that the State Board conducts research studies  
22 and shall provide the website address for that part of  
23 the State Board's website that contains a list of the  
24 current and scheduled research studies to be  
25 conducted.

26 (4) A written data use agreement that complies with the

1 federal Family Educational Rights and Privacy Act and its  
2 accompanying regulations and, at a minimum, contains the  
3 following provisions is entered into by and between the  
4 party gaining access to the records of the school authority  
5 or State Board and the entity with the legal authority to  
6 permit the use of the data:

7 (A) The research entity has read, understands, and  
8 will abide by all requirements of this paragraph (a-5).

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

17 (C) The research entity shall use school student  
18 records only to meet the purpose or purposes of the  
19 study as set forth in subdivision (B) of this  
20 subparagraph (4).

21 (D) The research entity may only use records  
22 containing personally identifiable information of a  
23 student or by which a student may otherwise be  
24 individually or personally identified: (i) to link  
25 school student records of particular students to other  
26 records of the same students or (ii) to identify

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

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

12 (F) The research entity shall certify in writing  
13 that it has the capacity to and shall restrict access  
14 to school student records to the person or persons set  
15 forth in subdivision (b) of this subparagraph (4).

16 (G) The research entity shall certify in writing  
17 that it shall maintain the security of all records  
18 received pursuant to this paragraph (a-5) in  
19 compliance with rules adopted by the State Board, which  
20 rules shall be consistent and regularly updated to  
21 comply with commonly accepted data-security practices,  
22 including, but not limited to, those set forth by the  
23 United States Department of Education Privacy  
24 Technical Assistance Center.

25 (H) In compliance with the rules adopted pursuant  
26 to subdivision (g) of this subparagraph (4) and any

1           other rules that may be necessary and adopted by the  
2           State Board, the research entity shall develop,  
3           implement, maintain, and use appropriate  
4           administrative, technical, and physical security  
5           measures to preserve the confidentiality and integrity  
6           of all school student records.

7           (5) Research entities may only use records containing  
8           personally identifiable information of a student or by  
9           which a student may otherwise be personally or individually  
10           identified: (i) to link school student records of  
11           particular students to other records of the same students  
12           or (ii) to identify eligible students for research studies  
13           for which written parental, guardian, or eligible student  
14           consent will be obtained for participation and the person  
15           or persons to whom such information will be disclosed is  
16           set forth in the data use agreement.

17           (6) The research entity shall use personally  
18           identifiable information from school student records only  
19           to meet the purpose or purposes of the research study or  
20           studies as stated in the data use agreement described in  
21           subparagraph (4).

22           (7) Any information by which a student may be  
23           individually or personally identified shall be released,  
24           transferred, disclosed, or otherwise disseminated only as  
25           contemplated by the written data use agreement described in  
26           subparagraph (4).

1           (8) All school student records shall have personally  
2           identifiable information removed prior to analysis by the  
3           research entity.

4           (9) The research entity shall implement and adhere to  
5           policies and procedures that restrict access to records  
6           that have personally identifiable information.

7           (A) The research entity shall designate an  
8           individual to act as the custodian of the records with  
9           personally identifiable information who is responsible  
10          for restricting access to those records and provide the  
11          name of that individual to the entity with the legal  
12          authority to permit the use of the records.

13          (B) Any personally identifiable information used  
14          to link school student records of particular students  
15          to other records of the same students shall be securely  
16          stored in a location separate and apart from the  
17          location of the school student records that have had  
18          personally identifiable data removed.

19          Nothing in this subparagraph (a-5) shall prohibit the State  
20          Board or any school authority from providing personally  
21          identifiable information about individual students to a  
22          research entity pursuant to a specific, written agreement with  
23          a school authority or State Board and in accordance with the  
24          federal Family Educational Rights and Privacy Act, where  
25          necessary for the school board or State Board to comply with  
26          State or federal statutory mandates.



1           (b) No information may be released pursuant to subparagraph  
2           (3) or (6) of paragraph (a) of this Section 6 unless the parent  
3           receives prior written notice of the nature and substance of  
4           the information proposed to be released, and an opportunity to  
5           inspect and copy such records in accordance with Section 5 and  
6           to challenge their contents in accordance with Section 7.  
7           Provided, however, that such notice shall be sufficient if  
8           published in a local newspaper of general circulation or other  
9           publication directed generally to the parents involved where  
10          the proposed release of information is pursuant to subparagraph  
11          (6) of paragraph (a) of this Section 6 and relates to more than  
12          25 students.

13          (c) A record of any release of information pursuant to this  
14          Section must be made and kept as a part of the school student  
15          record and subject to the access granted by Section 5. Such  
16          record of release shall be maintained for the life of the  
17          school student records and shall be available only to the  
18          parent and the official records custodian. Each record of  
19          release shall also include:

20                 (1) the nature and substance of the information  
21                 released;

22                 (2) the name and signature of the official records  
23                 custodian releasing such information;

24                 (3) the name of the person requesting such information,  
25                 the capacity in which such a request has been made, and the  
26                 purpose of such request;

1 (4) the date of the release; and

2 (5) a copy of any consent to such release.

3 (d) Except for the student and his parents, no person to  
4 whom information is released pursuant to this Section and no  
5 person specifically designated as a representative by a parent  
6 may permit any other person to have access to such information  
7 without a prior consent of the parent obtained in accordance  
8 with the requirements of subparagraph (8) of paragraph (a) of  
9 this Section.

10 (e) Nothing contained in this Act shall prohibit the  
11 publication of student directories which list student names,  
12 addresses and other identifying information and similar  
13 publications which comply with regulations issued by the State  
14 Board.

15 (Source: P.A. 99-78, eff. 7-20-15.)

16 (105 ILCS 10/9) (from Ch. 122, par. 50-9)

17 Sec. 9. (a) Any person aggrieved by any violation of this  
18 Act may institute an action for injunctive relief in the  
19 Circuit Court of the County in which the violation has occurred  
20 or the Circuit Court of the County in which the school is  
21 located.

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

1           (c) In the case of any successful action under paragraph  
2           (a) or (b) of this Section, any person or school found to have  
3           wilfully or negligently violated any provision of this Act is  
4           liable to the plaintiff for the plaintiff's damages, the costs  
5           of the action and reasonable attorneys' fees, as determined by  
6           the Court.

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

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

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

1       (g) In addition to any other penalties and remedies  
2 provided by this Section, any research entity that is found in  
3 any civil, criminal, or administrative proceeding authorized  
4 by this Section to have violated the requirements of paragraph  
5 (a-5) of Section 6 of this Act shall immediately cease  
6 conducting any research that utilizes school student records  
7 and shall be prohibited from conducting additional research  
8 studies based on such records and information for a period of  
9 12 months after the date of the discovery of the violation.

10       (h) In addition to any other penalties and remedies  
11 provided by this Section, any school authority that is found in  
12 any civil, criminal, or administrative proceeding authorized  
13 by this Section to have violated the requirements of paragraph  
14 (a-5) of Section 6 of this Act shall be prohibited from  
15 entering into a data use agreement with any research entity for  
16 a period of 12 months after the date of the discovery of the  
17 violation, and all existing data use agreements governed by  
18 paragraph (a-5) of Section 6 of this Act shall be voided.

19       (Source: P.A. 84-712.)

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

22       (325 ILCS 17/5)

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

24       "Child" means a person under the age of 18 ~~16~~. "Child" does

1 not include a minor emancipated by operation of law.

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

3 "Personal information" means any of the following:

4 (1) A person's name.

5 (2) A person's address.

6 (3) A person's telephone number.

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

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

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

13 "Personal information" does not include any of the  
14 following:

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

17 (2) Court records.

18 (3) Information found in publicly available sources,  
19 including newspapers, magazines, and telephone  
20 directories.

21 (4) Any other information that is not known to concern  
22 a child.

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