

SECOND REGULAR SESSION

HOUSE BILL NO. 2827

101ST GENERAL ASSEMBLY

INTRODUCED BY REPRESENTATIVE TRENT.

3340H.02I

DANA RADEMAN MILLER, Chief Clerk

AN ACT

To amend chapters 160 and 167, RSMo, by adding thereto sixteen new sections relating to elementary and secondary education.

Be it enacted by the General Assembly of the state of Missouri, as follows:

Section A. Chapters 160 and 167, RSMo, are amended by adding thereto sixteen new sections, to be known as sections 160.3100, 160.3102, 160.3104, 160.3106, 160.3108, 160.3110, 160.3112, 160.3114, 160.3116, 167.032, 167.2000, 167.2005, 167.2010, 167.2015, 167.2016, and 167.2020, to read as follows:

160.3100. 1. Sections 160.3100 to 160.3116 shall be known and may be cited as the "Public Education Transparency Act".

2. The purposes of the act are:

(1) To ensure the powers of the people over the internal affairs of government, that is, "the people of this state have the inherent, sole, and exclusive right to regulate the internal government and police thereof" as per Article I, Section 3 of the Constitution of Missouri are not infringed;

(2) To ensure that the purpose of free public schools, which is "A general diffusion of knowledge and intelligence being essential to the preservation of the rights and liberties of the people", as per Article IX, Section 1(a) of the Constitution of Missouri is preserved;

(3) To ensure that school boards in Missouri provide transparency in the training, instruction, survey, and evaluation of materials used in association with professional development and student instruction as provided in sections 170.231 and 610.011 and comply with federal protection of pupil rights under 20 U.S.C. Section

EXPLANATION — Matter enclosed in bold-faced brackets [thus] in the above bill is not enacted and is intended to be omitted from the law. Matter in **bold-face** type in the above bill is proposed language.

16 1232h, as amended, as appropriate, and give parents, students, and school employees
17 reasonable access to review and opt out of such materials that violate their rights and
18 liberties before they are presented;

19 (4) To ensure that public schools and their employees apply the protections of the
20 Constitution of the United States, federal civil rights laws regarding desegregation,
21 employment, and due process to a free and appropriate education consistently with
22 respect to sex, race, ethnicity, religion, skin color, or national origin of individuals and
23 prohibit Missouri's public schools from teaching or implementing ideas and concepts
24 that are contrary to this aim;

25 (5) To ensure that public schools do not compel students to engage in political or
26 social activism or advocacy as a component of any school assignment or extracurricular
27 activity;

28 (6) To ensure the state's duty to protect to the fullest degree intellectual freedom
29 and free expression and prevent government entities and actors from compelling
30 students, teachers, administrators, and other employees of public education settings to
31 affirm prescribed speech or beliefs; and

32 (7) To affirm that parents have a fundamental right to direct the upbringing and
33 education of their children and to opt their children out of instruction or activities that
34 violate their religious beliefs or freedom of conscience as provided in Article I, Section 5
35 of the Constitution of Missouri.

160.3102. As used in sections 160.3100 to 160.3116, the following terms mean:

2 (1) "Activities", any instructional task including, but not limited to,
3 presentations, assemblies, lectures, or other activities or events facilitated by the
4 school, excluding student presentations;

5 (2) "Civics", the study of the theoretical and practical aspects of citizenship and
6 its rights and duties or the duties of citizens to each other as members of a civil body.
7 "Civics" includes, but is not limited to, the study of civil law and civil codes and the
8 study of government with attention to the role of citizens in the operation and oversight
9 of government;

10 (3) "Instructional materials", any material used for instruction including, but
11 not limited to, all textbooks, other reading materials, videos, digital materials, websites,
12 and other online applications;

13 (4) "Parent", any individual standing in loco parentis;

14 (5) "Public school", the same meaning as in section 160.011, including charter
15 schools;

16 (6) "Social studies", history and governments. The subject area of history and
17 government shall incorporate geography, the history and governments of the United
18 States and the world, and economics and civics;

19 (7) "Standards of professional conduct", teaching from primary sources and
20 providing reference citations and documentation leaving a clear trail for third-party
21 review. Any changes to a primary source or published secondary work, whether digital
22 or print, should be noted.

160.3104. 1. The state board of education shall instruct the commissioner of
2 education that the department of elementary and secondary education shall comply
3 with the requirements of section 170.231 without the necessity of a person seeking such
4 material under chapter 610 and that all professional development materials sponsored
5 by the department shall be posted on the department's website prior to use.

6 2. The state board of education shall instruct the department that it shall not
7 contract with any vendor for proprietary materials that are prohibited from public
8 review.

9 3. The attorney general or the prosecuting or circuit attorney for the county in
10 which an alleged violation of this section occurs may initiate a suit against the local
11 school board or governing body and its individual members in the circuit court in which
12 the school district or charter school is located for the purpose of complying with this
13 section.

160.3106. 1. The state board of education shall instruct the commissioner of
2 education to draft for approval of the state board such Missouri school improvement
3 program (MSIP) standards as necessary to evaluate:

4 (1) Local school board compliance with section 170.231 without the necessity of a
5 person seeking such material under chapter 610 and that neither the department nor
6 the governing body of any public school shall contract with any vendor for proprietary
7 materials that are prohibited from public review;

8 (2) Local school board approval of textbooks including, but not limited to, online
9 texts, supplementary texts, and reference texts that meet academic standards of
10 professionalism and ethics integrity with respect to reference citations;

11 (3) Local school board compliance with chapter 573; and

12 (4) Local school board approval of curricular content that defines "social
13 studies" and that social studies content meets standards of professional conduct.

14 2. The following information shall be posted on the department and school
15 websites in an easily accessible location:

16 (1) A statement affirming that each local school board shall be responsible for
17 the approval and adoption of curriculum used by the school district as provided in

18 section 160.516 and that each local school board shall be responsible to provide
19 textbooks including, but not limited to, books formatted as online text material,
20 supplementary texts, library and reference books, contractual educational television
21 services, and any other instructional supplies for all the pupils of the public schools of
22 the district. All instructional materials shall be furnished as provided in section
23 170.051; and

24 (2) All professional development or training materials used with staff or faculty.
25 No school district shall use proprietary materials that are protected from public review.

26 3. The following information shall be displayed on school websites in an easily
27 accessible location:

28 (1) All curricula, lesson plans, course syllabi, and formal and informal
29 curricular materials in public domain, with an explanation of how such materials are
30 aligned to the purpose of free public education as prescribed in Article IX, Section 1(a)
31 of the Constitution of Missouri;

32 (2) All formal and informal copyrighted curricular materials, identified with the
33 following information at a minimum:

34 (a) The title, author, organization, and any website associated with instructional
35 materials or activities;

36 (b) A brief description of the instructional material or activities;

37 (c) A link to open-source instructional material, or if material is not publicly
38 available on the internet, information on how to request review of a copy of the
39 instructional material;

40 (d) The identity of the teacher if the instructional material was created by the
41 teacher; and

42 (e) An explanation of how the material is aligned to the purpose of free public
43 education as prescribed in the Article IX, Section 1(a) of the Constitution of Missouri;

44 (3) Any procedures for the documentation, review, or approval of the training,
45 instructional, or curricular materials used for staff and faculty training or student
46 instruction at the school including, but not limited to, such materials used by the
47 principal, curriculum administrators, or other teachers; and

48 (4) Any procedures for parents to opt students out of formal and informal
49 instruction including, but not limited to, student assemblies, with the following
50 requirements:

51 (a) Parents shall be informed in an easily assessable manner and a reasonable
52 amount of time of any lecture or assembly presented in any format including, but not
53 limited to, virtual meetings. At a minimum, notification shall include the name of the

54 speaker or event, the objective of the lecture or assembly, and the date, time, and
55 information for the procedure for parents to opt students out of participation; and

56 (b) Opting out of participation in formal or informal curricula through
57 processes designated by the school district shall not be recorded in the student's record
58 or affect student grades, class rank, or standing in any manner.

59 4. The information required by subsections 2 and 3 of this section shall be
60 displayed online prior to the first instance of training or instruction and accompanied
61 by the information for opting out of such training or instruction. Such information shall
62 remain displayed on the school website for at least two years. Failure to comply with
63 this subsection shall result in a fine on the district of one thousand dollars per day
64 beginning on the date the instruction occurred.

65 5. The attorney general or the prosecuting or circuit attorney with jurisdiction
66 over the school district or charter school in which an alleged violation of this section
67 occurs may initiate a suit against the local school board or governing body and its
68 individual members in the circuit court in which the school district or charter school is
69 located for the purpose of complying with this section.

70 6. An attorney acting on behalf of a school district or charter school or entity
71 responsible for the oversight of the public school may request a legal opinion of the
72 attorney general as to whether a particular piece of training, instructional, or curricular
73 material fits under this section.

160.3108. 1. Each school district or charter school shall make available to the
2 public on the institution's website all budgets, expenditures, vendors, and contracts.
3 The information listed on the institution's website shall include:

4 (1) An annual budget that includes anticipated revenues and expenditures for
5 each school district or charter school;

6 (2) A report comparing the budget with actual expenditures that shows the
7 budget, actual revenue and expense transactions, revenue and expense encumbrances,
8 and budget balance information for each school district or charter school;

9 (3) A budgeted salary report that shows the name, title, classifications, full-time
10 equivalent (FTE) percentage, annual salary, funding sources, and percentage of salary
11 for a specified budget for full-time and part-time positions;

12 (4) A transaction register that contains a complete record of all funds expended,
13 from any source for any purpose, subject to the following requirements:

14 (a) The register shall include for each expenditure:

15 a. The transaction amount;

16 b. The name of the payee;

17 c. The identification number of the transaction; and

18 d. A description of the expenditure including, but not limited to, the source of
19 funds, a category title, and an object title for the expenditure;

20 (b) The register shall include all reimbursements for expenses;

21 (c) The register shall include an entry for salary, wages, or other compensation
22 paid to individual employees;

23 (d) The register shall not include a Social Security number; and

24 (e) The register shall be accompanied by a complete explanation of any codes or
25 acronyms used to identify a payee or an expenditure;

26 (5) Month-end financial statements that show the current status of project
27 budgets, expenditures, commitments, and balances; and

28 (6) The redaction of any information that is expressly prohibited from public
29 disclosure by federal or state law or regulation from any posting required by this
30 subsection.

31 2. Content format and retention of information required by subsection 1 of this
32 section shall:

33 (1) Be accessible from the institution's website home page by use of not more
34 than two links;

35 (2) Be searchable by keywords and phrases;

36 (3) Be accessible to the public without requiring registration or use of a
37 username, a password, or any other user identification;

38 (4) Be updated quarterly to present expenditure data for the current fiscal year;
39 and

40 (5) Retain expenditure data until ten years of expenditure data are available,
41 after which the website shall retain at least ten years of expenditures.

160.3110. 1. The state board of education shall require that all academic
2 standards used to design, implement, assess, and evaluate instruction in public schools
3 reflect a nonindoctrination principle prohibiting imposition of any orthodoxy of a
4 political, religious, or ideological nature.

5 2. Local school boards shall require that all formal and informal instruction
6 reflect a nonindoctrination principle prohibiting imposition of or participation in any
7 activity associated with any orthodoxy of a political, religious, or ideological nature and
8 providing that instruction shall be balanced with comparisons of alternative political,
9 religious, or ideological points of view in the same instructional unit. Nothing in this
10 subsection shall be construed as prohibiting objective subject matter content derived
11 from sources that meet standards of professional conduct. Failure to comply with this
12 subsection shall result in removal of the violating teacher's certification to teach.

13 **3. The state board of education shall adopt standards and rules and implement**
14 **policies as necessary to comply with the requirements of this section. The state board of**
15 **education shall report on activity of the board demonstrating compliance with this**
16 **section to the joint committee on education no later than January 15, 2023. Any rule or**
17 **portion of a rule, as that term is defined in section 536.010, that is created under the**
18 **authority delegated in this section shall become effective only if it complies with and is**
19 **subject to all of the provisions of chapter 536 and, if applicable, section 536.028. This**
20 **section and chapter 536 are nonseverable, and if any of the powers vested with the**
21 **general assembly pursuant to chapter 536 to review, to delay the effective date, or to**
22 **disapprove and annul a rule are subsequently held unconstitutional, then the grant of**
23 **rulemaking authority and any rule proposed or adopted after the effective date of this**
24 **act, shall be invalid and void.**

25 **4. No school district or school within a school district, charter school, service**
26 **provider, vendor, or any affiliated nongovernmental organization shall:**

27 **(1) Direct or otherwise compel students to personally affirm, adopt, or adhere to**
28 **statements that ascribe character traits, values, moral or ethical codes, privileges, or**
29 **beliefs to a race or sex, or to an individual because of the individual's race, sex, ethnicity,**
30 **religion, color, or national origin;**

31 **(2) Permit teachers or administrators to require or make part of a course or**
32 **award a grade or course credit, including extra credit, for:**

33 **(a) A student's political activism, lobbying, or efforts to persuade members of**
34 **the legislative or executive branch at the federal, state, or local level to take specific**
35 **actions by direct communication; or**

36 **(b) Participation in any internship, practicum, or similar activity involving**
37 **social or public-policy advocacy;**

38 **(3) Direct or otherwise compel a teacher, administrator, or student personally to**
39 **affirm, adopt, or adhere to any belief or concept that violates their freedom of**
40 **conscience or engage in any activity that violates their freedom of speech or mandates**
41 **that they engage in any activity that segregates participants into categories based on**
42 **race or sex, ethnicity, religion, color, or national origin;**

43 **(4) Use public funds to contract with, hire, or otherwise engage speakers,**
44 **consultants, diversity trainers, and other persons to:**

45 **(a) Engage students, teachers, administrators, and other employees in activities,**
46 **activism, or advocacy that violates their freedom of religion or conscience;**

47 **(b) Direct or otherwise compel a teacher, administrator, or student to affirm,**
48 **adopt, or adhere to any belief or concept described in subdivision (2) of this subsection;**

49 **or**

50 (c) Advocate concepts that undermine the constitutional purpose of public
51 education as described in the Article IX, Section 1(a) of the Constitution of Missouri
52 unless:

53 a. The school expressly makes clear that it does not sponsor, approve, or endorse
54 such concepts or materials; and

55 b. The school affords students, teachers, administrators, and other employees
56 the opportunity to opt out of any instruction, speeches by, or sessions with such outside
57 contractors, as specified under this section. The school shall offer alternative
58 professional development opportunities to students and personnel without cost or
59 penalty.

60 5. No school district, public school, or governmental entity responsible for the
61 oversight of public elementary or secondary schools shall require a student, teacher,
62 administrator, or other employee of a school district or public school to:

63 (1) Attend or participate in an assembly, a training, seminar, continuing
64 education, orientation, or therapy that promotes any concept described in this section or
65 any combination of these concepts;

66 (2) Make part of a course or award course grading or credit, including extra
67 credit, for political activism, lobbying, or efforts to persuade members of the legislative
68 or executive branch to take specific actions by direct communication at the local, state,
69 or federal level or any practicum or like activity involving social or public policy
70 advocacy; or

71 (3) Assign individuals or groups of students to participate in class or complete
72 assignments based on their racial identity.

73 6. Nothing in this section shall be construed as prohibiting:

74 (1) Speech protected by the First Amendment of the Constitution of the United
75 States or Article I, Section 8 of the Constitution of Missouri;

76 (2) Voluntary attendance in a training session, seminar, continuing education,
77 orientation, or therapy, provided that no mandate, inducement, or coercion for such
78 attendance exists;

79 (3) Access to sources on an individual basis for the purpose of research or
80 independent study; or

81 (4) Discussion of concepts described in subsection 4 of this section or the
82 assignment of materials that incorporate such concepts for educational purposes,
83 provided that the public school expressly makes clear that it does not sponsor, approve,
84 or endorse such concepts or materials.

85 7. The attorney general or the prosecuting or circuit attorney with jurisdiction
86 over the school district or charter school in which an alleged violation of this section

87 occurs may initiate a suit against the local school board or governing body and its
88 individual members in the circuit court in which the school district or charter school is
89 located for the purpose of complying with this section.

90 8. An attorney acting on behalf of a school district or charter school or entity
91 responsible for the oversight of the public school may request a legal opinion of the
92 attorney general as to whether a particular piece of training, instructional, or curricular
93 material fits under this section.

160.3112. 1. The state board of education shall adopt a Missouri school
2 improvement plan standard that evaluates school districts for compliance with the equal
3 protection clause of the Fourteenth Amendment to the Constitution of the United States
4 and federal civil rights laws regarding employment. The standard shall require that no
5 personnel shall be hired, fired, or denied promotion on the basis of such personnel's sex,
6 race, ethnicity, religion, skin color, national origin, or political or religious beliefs.

7 2. Local school boards shall post board-adopted hiring policies compliant with
8 the equal protection clause of the Fourteenth Amendment to the Constitution of the
9 United States and federal civil rights laws regarding employment. Hiring policies shall
10 require that no personnel shall be hired, fired, or denied promotion on the basis of such
11 personnel's sex, race, ethnicity, religion, skin color, national origin, or political or
12 religious beliefs.

13 3. The attorney general or the prosecuting or circuit attorney for the school
14 district or charter school in which an alleged violation of this section occurs may initiate
15 a suit against the local school board or governing body and its individual members in
16 the circuit court in which the school district or charter school is located for the purpose
17 of complying with this section.

160.3114. 1. Local school boards shall post student discipline policies in
2 compliance with and reference to section 160.261.

3 2. The attorney general or the prosecuting or circuit attorney with jurisdiction
4 over the school district or charter school in which an alleged violation of this section
5 occurs may initiate a suit against the local school board or governing body and its
6 individual members in the circuit court in which the school district or charter school is
7 located for the purpose of complying with this section.

160.3116. 1. Placement of individual students in special education settings to
2 receive special education services shall be determined only according to the process and
3 procedures of the federal Individuals with Disabilities Act and without reference to that
4 student's membership in a group identified by sex, race, ethnicity, religion, skin color, or
5 national origin.

6 **2. Parents may initiate a suit against the local school board and local school**
7 **board members in the district or county court in the jurisdiction in which the school**
8 **district, public school, public charter school, or other governmental entity responsible**
9 **for the oversight of public schools is located for the purpose of complying with this**
10 **section.**

167.032. 1. Except as otherwise provided in this section, if an agent of a public
2 **school or school board possesses any individually identifiable information about a pupil**
3 **receiving instruction under subsection 2 of section 167.031, such information shall**
4 **remain confidential, shall not be posted or published in any format or medium, and**
5 **shall not be disclosed to any other person or entity without the written consent of:**

6 **(1) The pupil, if the pupil is eighteen years of age or older; or**

7 **(2) A parent, legal guardian, or other person having charge, control, or custody**
8 **of the pupil, if the pupil is under eighteen years of age.**

9 **2. Except as otherwise provided in this section, if an agent of a public school or**
10 **school board possesses any individually identifiable information about a parent, legal**
11 **guardian, or other person having charge, control, or custody of a pupil receiving**
12 **instruction under subsection 2 of section 167.031, such information shall remain**
13 **confidential, shall not be posted or published in any format or medium, and shall not be**
14 **disclosed to any other person or entity without the written consent of the parent,**
15 **guardian, or other person having charge, control, or custody of the pupil.**

16 **3. Notwithstanding any provision of subsection 1 or 2 of this section to the**
17 **contrary, the individually identifiable information described in this section may be:**

18 **(1) Disclosed internally to faculty or staff of a public school or the school board**
19 **for the sole purpose of enforcing subsection 2 of section 167.031;**

20 **(2) Transmitted to the local prosecuting attorney if the agent has a reasonable**
21 **suspicion of a violation of this section; and**

22 **(3) Disclosed for other purposes as authorized by law.**

167.2000. As used in sections 167.2000 to 167.2020, the following terms mean:

2 **(1) "Consultant", a professional who provides noninstructional services to a**
3 **local educational agency in accordance with a contract with such local educational**
4 **agency. As used in this subdivision, "noninstructional services" includes, but is not**
5 **limited to, administrative, planning, analysis, statistical, and research services;**

6 **(2) "Contractor", a service provider including, but not limited to, a vendor,**
7 **operator, or consultant who is in possession of or has access to student information,**
8 **student records, or student-generated content as a result of a contract with a local**
9 **educational agency;**

- 10 (3) "De-identified student information", any student information that has been
11 altered to prevent the identification of an individual student;
- 12 (4) "Directory information", the same definition as in 34 CFR 99.3, as amended;
- 13 (5) "Legitimate purpose", research related to product validity or efficacy;
- 14 (6) "Local educational agency":
- 15 (a) A public board of education or other public authority legally constituted
16 within a state for either administrative control of or direction of, or to perform service
17 functions for, public elementary or secondary schools in:
- 18 a. A city, county, township, school district, or other political subdivision of a
19 state; or
- 20 b. Such combination of school districts or counties a state recognizes as an
21 administrative agency for its public elementary or secondary schools;
- 22 (b) Any other public institution or agency that has administrative control and
23 direction of a public elementary or secondary school; or
- 24 (c) Any other public institution or agency that has administrative control and
25 direction of a vocational education program;
- 26 (7) "Operator", any person who:
- 27 (a) Operates an internet website, online service, or mobile application with
28 actual knowledge that such internet website, online service, or mobile application is used
29 for school purposes and was designed and marketed for school purposes, to the extent
30 the person is engaged in the operation of such internet website, online service, or mobile
31 application; and
- 32 (b) Collects, maintains, or uses student information;
- 33 (8) "Persistent unique identifier", a unique piece of information that can be used
34 to recognize a user over time and across different internet websites, online services, or
35 mobile applications and is acquired as a result of using a student's use of an operator's
36 internet website, online service, or mobile application;
- 37 (9) "Personally identifiable information" or "PII", any information that permits
38 the identity of an individual to be directly or indirectly inferred, including any
39 information that is linked or linkable to that individual, regardless of whether the
40 individual is a United States citizen, legal permanent resident, visitor to the United
41 States, or employee or contractor with the department of elementary and secondary
42 education. "Personally identifiable information" or "PII" includes, but is not limited
43 to, sensitive PII;
- 44 (10) (a) "Researcher", a person:

45 a. Whose purpose is to develop or contribute to knowledge that is able to be
46 made more widely or generally applicable, such as an exploratory study or the collection
47 of data to test a hypothesis; and

48 b. Who possesses or readily has access to information stored in a local
49 educational agency's database to conduct a systematic investigation including, but not
50 limited to, the following activities that are designed to develop or contribute to such
51 knowledge:

52 (i) Research development;

53 (ii) Research testing; and

54 (iii) Research evaluation.

55 (b) An individual may conduct other activities that meet the description of
56 activities provided in this subdivision and be deemed a researcher under this
57 subdivision, regardless of whether such other activities are conducted under a
58 program deemed to be research for other purposes;

59 (11) "School purposes", activities that customarily take place at the direction of
60 a teacher or a state or local educational agency or aid in the administration of school
61 activities including, but not limited to:

62 (a) Instruction in the classroom;

63 (b) Surveys;

64 (c) Tests;

65 (d) Questionnaires;

66 (e) Social-emotional screeners;

67 (f) Administrative activities including, but not limited to, grant applications;

68 (g) Research studies;

69 (h) Learner profiles or profiles of students including, but not limited to, social-
70 emotional profiles or career planning profiles;

71 (i) Collaboration among students, school personnel, or parents or legal
72 guardians of students or other persons having charge, control, or custody of the
73 student if the student is under eighteen years of age; and

74 (j) Any other activity for the use and benefit of the school;

75 (12) "Sensitive PII", personally identifiable information that if lost,
76 compromised, or disclosed without authorization could result in substantial harm,
77 embarrassment, inconvenience, or unfairness to an individual;

78 (13) "Student", a person who is a resident of the state or a foreign exchange
79 student and who is or has been enrolled in a local educational agency and regarding
80 whom the local educational agency maintains education records;

81 **(14) "Student-generated content", any student materials created by a student**
82 **including, but not limited to, standardized assessment responses, questionnaire and**
83 **survey responses, and classroom assignment submissions such as student webpages,**
84 **essays, research papers, portfolios, creative writing, music, other audio or video files,**
85 **and photographs. "Student-generated content" shall not be construed to include**
86 **student responses to a standardized assessment if student possession and control would**
87 **jeopardize the validity and reliability of that assessment;**

88 **(15) "Student information", personally identifiable information or material of a**
89 **student in any medium or format that is not publicly available and is any of the**
90 **following:**

91 **(a) Created or provided by a student or a parent or legal guardian of a student to**
92 **the operator in the course of the student, parent, or legal guardian using the operator's**
93 **internet website, online service, or mobile application for school purposes;**

94 **(b) Created or provided by an employee or agent of a local educational agency to**
95 **an operator for school purposes; or**

96 **(c) Gathered by an operator through the operation of the operator's internet**
97 **website, online service, or mobile application and identifies a student including, but not**
98 **limited to, information in the student's records or email account, computer IP address,**
99 **IMEI, device serial number, first or last name, home address, telephone number, date of**
100 **birth, email address, discipline records, test results, grades, evaluations, criminal**
101 **records, medical records, health records, Social Security number, biometric**
102 **information, disabilities, socioeconomic information, food purchases, political**
103 **affiliations, religious affiliations, text messages, documents, student identifiers, search**
104 **activity, photographs, voice recordings, survey responses, or behavioral assessments;**

105 **(16) "Student record", any information directly related to a student that is**
106 **maintained by a local educational agency, the state board of education, or the**
107 **department of elementary and secondary education or any information acquired from a**
108 **student through the use of educational software assigned to the student by a teacher or**
109 **employee of a local educational agency or acquired from a teacher conducting student**
110 **observations;**

111 **(17) "Targeted solicitation or advertising", presenting an advertisement to a**
112 **student where the selection of the advertisement is based on student information,**
113 **student records, or student-generated content or inferred over time from the student's**
114 **use of the operator's internet website, online service, or mobile application or the**
115 **retention of such student's online activities or requests over time for the purpose of**
116 **targeting subsequent advertisements.**

167.2005. 1. Beginning August 28, 2022, a local educational agency shall enter into a written contract with a contractor any time such local educational agency shares or provides access to student information, student records, or student-generated content with such contractor. Each such contract shall include, but not be limited to:

(1) A statement that student-generated content is the property of and under the control of the student or the student's parent or legal guardian;

(2) A description of the means by which the local educational agency may request the deletion of student information, student records, or student-generated content in the possession of the contractor that is not:

(a) Otherwise prohibited from deletion or required to be retained under state or federal law; or

(b) Stored as a part of a disaster recovery storage space and that is:

a. Inaccessible to the public; and

b. Unable to be used in the normal course of business by the contractor, provided such local educational agency may request the deletion of any such student information, student records, or student-generated content if such copy has been used by the contractor to repopulate accessible data following the disaster recovery. As provided in this subsection, the contractor shall make technologically feasible efforts to delete such information when requested by an individual with control over such information;

(3) A statement that the contractor shall be designated as a school official;

(4) A description of the procedures by which a student or a parent or legal guardian of a student may review personally identifiable information contained in student information, student records, or student-generated content and correct any erroneous information in such student record;

(5) A statement that the contractor shall not share student data with third parties or unidentified entities within the contractor employer's network without consent and shall take reasonable actions designed to ensure the security and confidentiality of student information, student records, and student-generated content;

(6) A description of the procedures that a contractor will follow to notify the local educational agency, in accordance with section 167.2015, if there is an unauthorized release, disclosure, or acquisition of student information, student records, or student-generated content;

(7) A statement that student information, student records, and student-generated content shall not be retained or available to the contractor upon completion of the contracted services, except for a legitimate purpose, unless a student, parent, or legal guardian of a student chooses to establish or maintain an electronic account with the contractor for the purpose of storing student-generated content;

38 **(8) A statement that the contractor and the local educational agency shall**
39 **purchase adequate commercially reasonable data breach insurance before the**
40 **contractor begins the contractor's duties under the contract;**

41 **(9) A statement that the laws of the state of Missouri shall govern the rights and**
42 **duties of the contractor and the local educational agency; and**

43 **(10) A statement that if any provision or application of the contract is held**
44 **invalid by a court of competent jurisdiction, the invalidity does not affect other**
45 **provisions or applications of the contract that can be given effect without the invalid**
46 **provision or application.**

47 **2. All student-generated content shall be the property of the student or a parent**
48 **or legal guardian of the student.**

49 **3. A contractor shall implement and maintain security procedures and practices**
50 **that are designed to protect student records from unauthorized access, destruction, use,**
51 **modification, or disclosure and that, based on the sensitivity of the data and the risk**
52 **from unauthorized access, accomplish the following:**

53 **(1) Use technologies and methodologies that are consistent with the guidance**
54 **issued under 42 U.S.C. Section 17932(h)(2), as amended;**

55 **(2) Maintain technical safeguards in relation to the possession of student records**
56 **in a manner consistent with the provisions of 45 CFR 164.312, as amended; and**

57 **(3) Otherwise meet or exceed industry standards.**

58 **4. Except as otherwise provided in sections 167.2000 to 167.2020, a contractor**
59 **shall not use or transfer without the consent of the student or the student's parent or**
60 **legal guardian:**

61 **(1) Student information, student records, or student-generated content for any**
62 **purposes other than those authorized as provided in the contract and not otherwise**
63 **prohibited by this section; or**

64 **(2) Personally identifiable information to engage in targeted advertising.**

65 **5. Any provision of a contract entered into between a contractor and a local**
66 **educational agency on or after August 28, 2022, that conflicts with any provision of this**
67 **section shall be void.**

68 **6. Any contract entered into on or after August 28, 2022, that does not include a**
69 **provision required by subsection 1 of this section shall be void, provided that the local**
70 **educational agency has given reasonable notice to the contractor and the contractor has**
71 **failed, within a reasonable time, to amend the contract to include the provision required**
72 **by subsection 1 of this section.**

73 **7. (1) Not later than five business days after executing a contract under this**
74 **section, a local educational agency shall post notice of such contract on the agency's**
75 **website. The notice shall:**

76 **(a) State that the contract has been executed and the date that such contract was**
77 **executed;**

78 **(b) Include a link to the contract available through the agency's website;**

79 **(c) Provide a list of all types of PII to be collected and the purpose of collecting**
80 **those types of PII; and**

81 **(d) Provide a list of all third parties with whom PII will be shared and the**
82 **purpose of data sharing, with a statement explaining the prohibition on third parties**
83 **sharing data from the contractor.**

84 **(2) On or before September first of each school year, the local educational**
85 **agency shall electronically notify students and the parents or legal guardians of students**
86 **of the address of the agency's website described in this subsection and shall**
87 **subsequently notify students and parents or legal guardians of students within three**
88 **business days in a similar manner if there is any change in the process for accessing such**
89 **information between annual notices.**

167.2010. 1. An operator shall:

2 **(1) Implement and maintain security procedures and practices that meet or**
3 **exceed industry standards and that are designed to protect student information, student**
4 **records, and student-generated content from unauthorized access, destruction, use,**
5 **modification, or disclosure; and**

6 **(2) Delete any student information, student records, or student-generated**
7 **content within a reasonable amount of time if a student, parent or legal guardian of a**
8 **student, or local educational agency having stewardship of such student information**
9 **requests the deletion of such student information, student records, or student-generated**
10 **content.**

11 **2. An operator shall not knowingly:**

12 **(1) Engage in targeted advertising on the operator's internet website, online**
13 **service, or mobile application or any other internet website, online service, or mobile**
14 **application if such advertising is based on any student information, student records,**
15 **student-generated content, or persistent unique identifiers that the operator has**
16 **acquired because of the student's use of the operator's internet website, online service,**
17 **or mobile application for school purposes;**

18 **(2) Collect, store, or use student information, student records, student-generated**
19 **content, or persistent unique identifiers for purposes other than the furtherance of**
20 **school purposes or a legitimate purpose;**

21 **(3) Sell, rent, or trade student information, student records, or student-**
22 **generated content without the consent of the student unless the sale is part of the**
23 **purchase, merger, or acquisition of an operator by a successor operator and the**
24 **operator and successor operator continue to be subject to the provisions of this section**
25 **regarding student information; or**

26 **(4) Disclose student information, student records, or student-generated content**
27 **unless the disclosure is made:**

28 **(a) In response to a judicial order;**

29 **(b) To protect the safety or integrity of users or others or the security of the**
30 **internet website, online service, or mobile application;**

31 **(c) To an entity hired by the operator to provide services for the operator's**
32 **internet website, online service, or mobile application, provided the operator**
33 **contractually:**

34 **a. Prohibits the entity from using student information, student records, or**
35 **student-generated content for any purpose other than providing the contracted service**
36 **to, or on behalf of, the operator;**

37 **b. Prohibits the entity from disclosing student information, student records, or**
38 **student-generated content provided by the operator to subsequent third parties; and**

39 **c. Requires the entity to comply with subsection 1 of this section; or**

40 **(d) For a school purpose or other educational or employment purpose requested**
41 **by a student or a parent or legal guardian of a student, provided such student**
42 **information is not used or disclosed for any other purpose.**

43 **3. No local educational agency shall make access to instructional curriculum or**
44 **curriculum resources contingent upon a parent or student signing an acceptable use**
45 **policy that requires collection of personally identifiable information.**

46 **4. All local educational agencies shall provide an alternate and equivalent**
47 **curriculum or curriculum resource when a parent or student opts out of technology-**
48 **based instructional delivery systems.**

49 **5. An operator may use de-identified student information:**

50 **(1) To maintain, support, improve, evaluate, or diagnose the operator's internet**
51 **website, online service, or mobile application owned by the operator; or**

52 **(2) To respond to a request for information or feedback from a student, provided**
53 **such response is not determined in whole or in part by payment or other consideration**
54 **from a third party.**

55 **6. Nothing in this section shall be construed to:**

56 **(1) Limit the ability of a law enforcement agency to obtain student information,**
57 **student records, or student-generated content from an operator as authorized by law or**
58 **in accordance with a court order;**

59 **(2) Limit the ability of a student or a parent or legal guardian of a student to**
60 **maintain access to student information, student records, or student-generated content**
61 **promptly upon request;**

62 **(3) Impose a duty upon a provider of an interactive computer service, as defined**
63 **in 47 U.S.C. Section 230, as amended, to ensure compliance with this section by third-**
64 **party information content providers, as defined in 47 U.S.C. Section 230, as amended;**

65 **(4) Impose a duty upon a seller or provider of an electronic store, gateway,**
66 **marketplace, or other means of purchasing or downloading software applications to**
67 **review or enforce compliance with this section on such software applications;**

68 **(5) Limit an internet service provider from providing a student, parent or legal**
69 **guardian of a student, or local educational agency with the ability to connect to the**
70 **internet;**

71 **(6) Prohibit an operator from advertising other internet websites, online**
72 **services, or mobile applications that are used for school purposes to parents or legal**
73 **guardians of students, provided such advertising does not result from the operator's use**
74 **of student information, student records, or student-generated content and that is not:**

75 **(a) Otherwise prohibited from deletion or required to be retained under state or**
76 **federal law; or**

77 **(b) Stored as a part of a disaster recovery storage space and that is:**

78 **a. Inaccessible to the public; and**

79 **b. Unable to be used in the normal course of business by the contractor, provided**
80 **such local education agency may request the deletion of any such student information,**
81 **student records, or student-generated content if such copy has been used by the**
82 **contractor to repopulate accessible data following the disaster recovery. As provided in**
83 **this subsection, the contractor shall make technologically feasible efforts to delete such**
84 **information when requested by an individual with control over such information;**

85 **(7) Prohibit an operator's use of information for maintaining, developing,**
86 **supporting, improving, or diagnosing an operator's site, service, or application; or**

87 **(8) Limit the ability of an operator to use student information, student records,**
88 **and student-generated content for adaptive learning or customized student learning**
89 **purposes.**

167.2015. 1. (1) Upon the discovery of a breach of security that results in the
2 unauthorized release, disclosure, or acquisition of student information, excluding any
3 directory information contained in such student information, a contractor shall, without

4 unreasonable delay but not more than thirty days after such discovery, notify the local
5 educational agency of such breach of security. During such thirty-day period, the
6 contractor may:

7 (a) Conduct an investigation to determine the nature and scope of such
8 unauthorized release, disclosure, or acquisition and the identity of the students whose
9 student information is involved in such unauthorized release, disclosure, or acquisition;
10 or

11 (b) Restore the reasonable integrity of the contractor's data system.

12 (2) Upon the discovery of a breach of security that results in the unauthorized
13 release, disclosure, or acquisition of student records or student-generated content, a
14 contractor shall, without unreasonable delay but not more than sixty days after such
15 discovery, notify the local educational agency of such breach of security. During such
16 sixty-day period, the contractor may:

17 (a) Conduct an investigation to determine the nature and scope of such
18 unauthorized release, disclosure, or acquisition and the identity of the students whose
19 student records or student-generated content is involved in such unauthorized release,
20 disclosure, or acquisition; or

21 (b) Restore the reasonable integrity of the contractor's data system.

22 (3) Upon receipt of notice of a breach of security under subdivision (1) or (2) of
23 this subsection, a local educational agency shall, not later than forty-eight hours after
24 receipt of such notice, electronically notify the student and a parent or legal guardian of
25 the student whose student information, student records, or student-generated content is
26 involved in such breach of security. The local educational agency shall post such notice
27 on the local educational agency's internet website.

28 2. (1) Upon the discovery of a breach of security that results in the unauthorized
29 release, disclosure, or acquisition of student information, student records, or student-
30 generated content, an operator that is in possession of or maintains student information,
31 student records, or student-generated content as a result of a student's use of such
32 operator's internet website, online service, or mobile application shall:

33 (a) Notify, without unreasonable delay but not more than thirty days after such
34 discovery, the student or a parent or legal guardian of such student of any breach of
35 security that results in the unauthorized release, disclosure, or acquisition of the
36 student's information, excluding any directory information contained in such student
37 information; and

38 (b) Notify, without unreasonable delay but not more than fourteen weeks after
39 such discovery, the student or a parent or legal guardian of such student of any breach

40 of security that results in the unauthorized release, disclosure, or acquisition of student
41 records or student-generated content of such student.

42 (2) During the thirty-day or fourteen-week period, the operator may:

43 (a) Conduct an investigation to determine the nature and scope of such
44 unauthorized release, disclosure, or acquisition and the identity of the students whose
45 student information, student records, or student-generated content is involved in such
46 unauthorized release, disclosure, or acquisition; or

47 (b) Restore the reasonable integrity of the operator's data system.

167.2016. 1. (1) Each local educational agency shall protect personal data of
2 students that is collected for research.

3 (2) Researchers shall not collect, nor shall a local educational agency allow a
4 researcher to collect, any student PII without first obtaining written consent to obtain
5 such PII from an emancipated student or from a parent, legal guardian, or other person
6 having charge, control, or custody of the student.

7 (3) Each local educational agency shall provide a student with the opportunity to
8 opt out of any student PII collection for any purpose other than collection of such PII
9 that is required by state law for reporting purposes. Before any collection of student PII
10 for research purposes, any PII collected shall be de-identified and such research shall
11 have been approved by an institutional review board.

12 2. (1) Each local educational agency shall protect personal data of personnel,
13 faculty, and staff.

14 (2) No local educational agency shall disclose any personal data of any
15 personnel, faculty, or staff without first notifying the individual personnel, faculty, or
16 staff of the pending disclosure.

17 (3) Each local educational agency shall provide all personnel, faculty, and staff
18 with the opportunity to opt out of any personal data disclosure for any purpose other
19 than disclosure of such personal data that is required by state law for reporting
20 purposes. Before any such disclosure of personal data of personnel, faculty, or staff for
21 research purposes, any personal data disclosed shall be de-identified and such research
22 shall have been approved by an institutional review board.

23 (4) No local educational agency shall require any personnel, faculty, or staff to
24 enroll in any digital system that transfers an individual's intellectual property rights to
25 any private corporation, nor shall any local educational agency sell or license any
26 personal data of any personnel, faculty, or staff to any third party or make such
27 personal data available for marketing or commercial purposes.

28 **(5) Each local educational agency shall notify any personnel, faculty, or staff**
29 **whose personal data security may be affected by contracts between such agency and any**
30 **contractor. Such notice shall be provided electronically.**

31 **(6) Each local educational agency shall provide all personnel, faculty, and staff**
32 **personal data with the same personal data protections, advertising restrictions, and**
33 **communications time lines required under sections 167.2005, 167.2010, and 167.2015.**

34 **(7) Each local educational agency shall provide annual professional development**
35 **and other training to all personnel, faculty, and staff relating to personal data**
36 **protection, student PII protection, federal and state privacy laws, and best practices for**
37 **protection of education-related data.**

38 **(8) No local educational agency shall make employment contingent upon a**
39 **teacher, staff, or personnel signing an acceptable use policy that requires collection of**
40 **personally identifiable information.**

167.2020. 1. There is hereby established a task force to study issues relating to
2 **student data privacy. Such study shall include, but not be limited to, an examination of:**

3 **(1) When a parent or legal guardian of a student may reasonably or**
4 **appropriately request the deletion of student information, student records, or**
5 **student-generated content that is in the possession of a contractor or operator;**

6 **(2) Means of providing notice to a parent or legal guardian of a student if the**
7 **student uses an internet website, online service, or mobile application of an operator for**
8 **instructional purposes in a classroom or as part of an assignment by a teacher;**

9 **(3) Reasonable penalties for violations of the provisions of sections 167.2000 to**
10 **167.2015, such as restricting a contractor or operator from accessing or collecting**
11 **student information, student records, or student-generated content;**

12 **(4) Strategies in effect in other states that ensure that school employees,**
13 **contractors, and operators are trained in data security handling, compliance, and best**
14 **practices;**

15 **(5) The feasibility of developing a local educational agency-wide list of approved**
16 **internet websites, online services, and mobile applications;**

17 **(6) The use of an administrative hearing process designed to provide legal**
18 **recourse to students and the parent or legal guardian of any student aggrieved by any**
19 **violation of sections 167.2000 to 167.2015;**

20 **(7) The feasibility of creating an inventory of student information, student**
21 **records, and student-generated content currently collected under state and federal law;**

22 **(8) The feasibility of developing a tool kit for use by local educational agencies**
23 **to:**

24 **(a) Improve student data contracting practices and compliance including, but**
25 **not limited to, a statewide template for use by local educational agencies;**

26 **(b) Increase school employee awareness of student data security best practices**
27 **including, but not limited to, model training components;**

28 **(c) Develop local educational agency-wide lists of approved software applications**
29 **and internet websites; and**

30 **(d) Increase the availability and accessibility of information on student data**
31 **privacy for educators and the parent or legal guardian of students;**

32 **(9) Protections provided for personal data of students, personnel, faculty, and**
33 **staff under sections 167.2000 to 167.2020; and**

34 **(10) Any other issue involving student data security that the task force deems**
35 **relevant.**

36 **2. The task force shall consist of the following members:**

37 **(1) Two members appointed by the speaker of the house of representatives, one**
38 **of whom is an operator and one of whom is an expert in information technology**
39 **systems;**

40 **(2) Two members appointed by the president pro tempore of the senate, one of**
41 **whom is a representative or member of an education reform organization and one of**
42 **whom is a high school student in the state of Missouri;**

43 **(3) Two members appointed by the majority floor leader of the house of**
44 **representatives, one of whom is a representative of a contractor and one of whom is an**
45 **expert in information technology systems;**

46 **(4) Two members appointed by the majority floor leader of the senate, one of**
47 **whom is a representative or member of an organization formed to engage parents in**
48 **school activities and one of whom is a representative or member of a labor union that**
49 **represents teachers;**

50 **(5) Two members appointed by the minority floor leader of the house of**
51 **representatives, one of whom is a student privacy advocate and one of whom is a**
52 **representative or member of an organization that supports school boards;**

53 **(6) Two members appointed by the minority floor leader of the senate, one of**
54 **whom is a representative or member of an organization that serves the needs of school**
55 **superintendents and school administrators and one of whom is a representative or**
56 **member of an organization that serves the needs of elementary school principals and**
57 **assistant principals;**

58 **(7) The attorney general, or the attorney general's designee; and**

59 **(8) The commissioner of education, or the commissioner's designee.**

60 **3. All appointments to the task force shall be made not later than thirty days**
61 **after the effective date of this section. Any vacancy shall be filled by the appointing**
62 **authority.**

63 **4. The speaker of the house of representatives and the president pro tempore of**
64 **the senate shall select the chair and vice chair of the task force from among the members**
65 **of the task force. Such chairs shall schedule the first meeting of the task force, which**
66 **shall be held not later than sixty days after the effective date of this section.**

67 **5. Before January 31, 2023, the task force shall submit a report on its findings**
68 **and recommendations to the joint committee on education and to the state board of**
69 **education to assist the board in the performance of its duties under section 161.096. The**
70 **task force shall terminate on the date that it submits such report or January 31, 2023,**
71 **whichever is later.**

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