

FIRST REGULAR SESSION

# HOUSE BILL NO. 1162

101ST GENERAL ASSEMBLY

INTRODUCED BY REPRESENTATIVE TRENT.

0594H.02I

DANA RADEMAN MILLER, Chief Clerk

## AN ACT

To amend chapter 167, RSMo, by adding thereto seven new sections relating to personal data privacy in schools.

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

Section A. Chapter 167, RSMo, is amended by adding thereto seven new sections, to be known as sections 167.032, 167.2000, 167.2005, 167.2010, 167.2015, 167.2016, and 167.2020, to read as follows:

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

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

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

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

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           **3. Notwithstanding any provision of subsection 1 or 2 of this section to the contrary,**  
17 **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 for**  
19 **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 local**  
3 **educational agency in accordance with a contract with such local educational agency. As**  
4 **used in this subdivision, "noninstructional services" includes, but is not limited to,**  
5 **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, student**  
8 **records, or student-generated content as a result of a contract with a local educational**  
9 **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 meaning given to the term in 34 CFR 99.3,**  
13 **as amended;**

14           **(5) "Local educational agency":**

15           **(a) 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           **(i) A city, county, township, school district, or other political subdivision of a state;**  
19 **or**

20           **(ii) Such combination of school districts or counties a state recognizes as an**  
21 **administrative agency for its public elementary or secondary schools; or**

22           **b. Any other public institution or agency that has administrative control and**  
23 **direction of a public elementary or secondary school.**

24           **(b) "Local educational agency" includes any other public institution or agency that**  
25 **has administrative control and direction of a vocational education program;**

26           **(6) "Operator", any person who:**

27           **(a) Operates an internet website, online service, or mobile application with actual**  
28 **knowledge that such internet website, online service, or mobile application is used for**  
29 **school purposes and was designed and marketed for school purposes, to the extent the**

30 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 (7) "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 (8) "Personally identifiable information" or "PII", any information that permits  
38 the identity of an individual to be directly or indirectly inferred, including any information  
39 that is linked or linkable to that individual, regardless of whether the individual is a United  
40 States citizen, legal permanent resident, visitor to the United States, or employee or  
41 contractor with the department of elementary and secondary education. "Personally  
42 identifiable information" or "PII" includes sensitive PII;

43 (9) (a) "Researcher", a person:

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

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

50 (i) Research development;

51 (ii) Research testing; and

52 (iii) Research evaluation.

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

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

60 (a) Instruction in the classroom;

61 (b) Surveys;

62 (c) Tests;

63 (d) Questionnaires;

64 (e) Administrative activities including, but not limited to, grant applications;

65 (f) External research studies; and

66 (g) Collaboration among students, school personnel, or parents or legal guardians  
67 of students, or other persons having charge, control, or custody of the child if the child is  
68 under eighteen years of age;

69 (11) "Sensitive PII", personally identifiable information that if lost, compromised,  
70 or disclosed without authorization could result in substantial harm, embarrassment,  
71 inconvenience, or unfairness to an individual;

72 (12) "Student", a person who is a resident of the state and enrolled in a local  
73 educational agency;

74 (13) "Student-generated content", any student materials created by a student  
75 including, but not limited to, standardized assessment responses, questionnaire and survey  
76 responses, and classroom assignment submissions such as student webpages, essays,  
77 research papers, portfolios, creative writing, music, other audio files, and photographs.  
78 "Student-generated content" does not include student responses to a standardized  
79 assessment if student possession and control would jeopardize the validity and reliability  
80 of that assessment;

81 (14) "Student information", personally identifiable information or material of a  
82 student in any medium or format that is not publicly available and is any of the following:

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

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

88 (c) Gathered by an operator through the operation of the operator's internet  
89 website, online service, or mobile application and identifies a student including, but not  
90 limited to, information in the student's records or email account, first or last name, home  
91 address, telephone number, date of birth, email address, discipline records, test results,  
92 grades, evaluations, criminal records, medical records, health records, Social Security  
93 number, biometric information, disabilities, socioeconomic information, food purchases,  
94 political affiliations, religious affiliations, text messages, documents, student identifiers,  
95 search activity, photographs, voice recordings, survey responses, and behavioral  
96 assessments;

97 (15) "Student record", any information directly related to a student that is  
98 maintained by a local educational agency, the state board of education, or the department  
99 of elementary and secondary education or any information acquired from a student  
100 through the use of educational software assigned to the student by a teacher or employee  
101 of a local educational agency;

102           **(16) "Targeted advertising", presenting an advertisement to a student where the**  
103 **selection of the advertisement is based on student information, student records, or student-**  
104 **generated content or inferred over time from the student's use of the operator's internet**  
105 **website, online service, or mobile application or the retention of such student's online**  
106 **activities or requests over time for the purpose of targeting subsequent advertisements.**

**167.2005. 1. Beginning August 28, 2021, a local educational agency shall enter into**  
2 **a written contract with a contractor any time such local educational agency shares or**  
3 **provides access to student information, student records, or student-generated content with**  
4 **such contractor. Each such contract shall include, but not be limited to:**

5           **(1) A statement that student information, student records, and student-generated**  
6 **content are the property of and under the control of the student or the student's parent or**  
7 **legal guardian;**

8           **(2) A description of the means by which the local educational agency may request**  
9 **the deletion of student information, student records, or student-generated content in the**  
10 **possession of the contractor;**

11           **(3) A statement that the contractor shall not use student information, student**  
12 **records, or student-generated content for any purposes other than those authorized under**  
13 **the contract;**

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

18           **(5) A statement that the contractor shall take actions designed to ensure the**  
19 **security and confidentiality of student information, student records, and student-generated**  
20 **content;**

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

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

30           **(8) A statement that the contractor and the local educational agency shall purchase**  
31 **adequate data breach insurance before the contractor begins the contractor's duties under**  
32 **the contract;**

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

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

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

41           **3. A contractor shall implement and maintain security procedures and practices**  
42 **that are designed to protect student information, student records, and student-generated**  
43 **content from unauthorized access, destruction, use, modification, or disclosure and that,**  
44 **based on the sensitivity of the data and the risk from unauthorized access, accomplish the**  
45 **following:**

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

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

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

51           **4. Except as otherwise provided in sections 167.2000 to 167.2020, a contractor shall**  
52 **not use or transfer:**

53           **(1) Student information, student records, or student-generated content for any**  
54 **purposes not directly related to improvement of student learning of curricular academic**  
55 **content established by the local educational agency; or**

56           **(2) Personally identifiable information.**

57           **5. Any provision of a contract entered into between a contractor and a local**  
58 **educational agency on or after August 28, 2021, that conflicts with any provision of this**  
59 **section shall be void.**

60           **6. Any contract entered into on or after August 28, 2021, that does not include a**  
61 **provision required by subsection 1 of this section shall be void, provided that the local**  
62 **educational agency has given reasonable notice to the contractor and the contractor has**  
63 **failed, within a reasonable time, to amend the contract to include the provision required**  
64 **by subsection 1 of this section.**

65           **7. (1) No later than five business days after executing a contract under this section,**  
66 **a local educational agency shall provide electronic notice to any student affected by the**  
67 **contract and to a parent or legal guardian of the student. The notice shall:**

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

70           **(b) State that a link to the contract or copy of the contract is on the website of the**  
71 **local educational agency or that a paper copy of the contract shall be provided immediately**  
72 **upon written request;**

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

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

78           **(2) The local educational agency shall post such notice on such agency's website and**  
79 **post a link to the contract or copy of the contract on such agency's website or provide a**  
80 **paper copy of the contract immediately upon written request.**

**167.2010. 1. An operator shall:**

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

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

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

11           **(1) Engage in:**

12           **(a) Targeted advertising on the operator's internet website, online service, or**  
13 **mobile application; or**

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

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

22           (3) Sell, rent, or trade student information, student records, or student-generated  
23 content unless the sale is part of the purchase, merger, or acquisition of an operator by a  
24 successor operator and the operator and successor operator continue to be subject to the  
25 provisions of this section 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 internet  
32 website, online service, or mobile application, provided the operator contractually:

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

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

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

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

42           3. An operator may use student information:

43           (1) To maintain, support, improve, evaluate, or diagnose the operator's internet  
44 website, online service, or mobile application;

45           (2) To provide recommendation engines to recommend content or services relating  
46 to school purposes or other educational or employment purposes, provided such  
47 recommendation is not determined in whole or in part by payment or other consideration  
48 from a third party; or

49           (3) To respond to a request for information or feedback from a student, provided  
50 such response is not determined in whole or in part by payment or other consideration  
51 from a third party.

52           4. An operator may use de-identified student information or aggregated student  
53 information:



54           (1) To develop or improve the operator's internet website, online service, or mobile  
55 application or other internet websites, online services, or mobile applications owned by the  
56 operator; or

57           (2) To demonstrate or market the effectiveness of the operator's internet website,  
58 online service, or mobile application.

59           5. An operator may share aggregated student information or de-identified student  
60 information for the improvement and development of internet websites, online services, or  
61 mobile applications designed for school purposes.

62           6. Nothing in this section shall be construed to:

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

66           (2) Limit the ability of a student or a parent or legal guardian of a student to  
67 maintain access to student information, student records, or student-generated content  
68 promptly upon request;

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

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

75           (5) Limit an internet service provider from providing a student, parent or legal  
76 guardian of a student, or local educational agency with the ability to connect to the  
77 internet; or

78           (6) Prohibit an operator from advertising other internet websites, online services,  
79 or mobile applications that are used for school purposes to parents or legal guardians of  
80 students, provided such advertising does not result from the operator's use of student  
81 information, student records, or student-generated content.

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 no 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; or

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

11           (2) Upon the discovery of a breach of security that results in the unauthorized  
12 release, disclosure, or acquisition of directory information, student records, or student-  
13 generated content, a contractor shall, without unreasonable delay but no more than sixty  
14 days after such discovery, notify the local educational agency of such breach of security.  
15 During such sixty-day period, the contractor may:

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

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

21           (3) Upon receipt of notice of a breach of security under subdivision (1) or (2) of this  
22 subsection, a local educational agency shall, no later than forty-eight hours after receipt  
23 of such notice, electronically notify the student and a parent or legal guardian of the  
24 student whose student information, student records, or student-generated content is  
25 involved in such breach of security. The local educational agency shall post such notice on  
26 the local educational agency's internet website.

27           2. (1) Upon the discovery of a breach of security that results in the unauthorized  
28 release, disclosure, or acquisition of student information, student records, or student-  
29 generated content, an operator that is in possession of or maintains student information,  
30 student records, or student-generated content as a result of a student's use of such  
31 operator's internet website, online service, or mobile application shall:

32           (a) Notify, without unreasonable delay but no more than thirty days after such  
33 discovery, the student or a parent or legal guardian of such student of any breach of  
34 security that results in the unauthorized release, disclosure, or acquisition of the student's  
35 information, excluding any directory information contained in such student information;  
36 and

37           (b) Notify, without unreasonable delay but no more than sixty days after such  
38 discovery, the student or a parent or legal guardian of such student of any breach of  
39 security that results in the unauthorized release, disclosure, or acquisition of directory  
40 information, student records, or student-generated content of such student.

41           (2) During the thirty-day or sixty-day period, the operator may:

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

46           **(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 such**  
5 **PII from an emancipated student or from a parent, legal guardian, or other person having**  
6 **charge, control, or custody of the student if the student is under eighteen years of age.**

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 that**  
9 **is required by state law for reporting purposes. Before any collection of student PII for**  
10 **research purposes, any PII collected shall be de-identified and such research shall have**  
11 **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 personnel,**  
15 **faculty, or staff without first notifying the individual personnel, faculty, or staff of the**  
16 **pending disclosure.**

17           **(3) Each local educational agency shall provide all personnel, faculty, and staff with**  
18 **the opportunity to opt out of any personal data disclosure for any purpose other than**  
19 **disclosure of such personal data that is required by state law for reporting purposes.**  
20 **Before any such disclosure of personal data of personnel, faculty, or staff for research**  
21 **purposes, any personal data disclosed shall be de-identified and such research shall have**  
22 **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 any**  
25 **private corporation, nor shall any local educational agency sell or license any personal data**  
26 **of any personnel, faculty, or staff to any third party or make such personal data available**  
27 **for marketing or commercial purposes.**

28           **(5) Each local educational agency shall notify any personnel, faculty, or staff whose**  
29 **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 protection,**  
36 **student PII protection, federal and state privacy laws, and best practices for protection of**  
37 **education-related data.**

**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 appropriately**  
4 **request the deletion of student information, student records, or student-generated content**  
5 **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 student**  
11 **information, student records, or student-generated content;**

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

14           **(5) The feasibility of developing a local educational agencywide list of approved**  
15 **internet websites, online services, and mobile applications;**

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

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

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

22           **(a) Improve student data contracting practices and compliance, including a**  
23 **statewide template for use by local educational agencies;**

24           **(b) Increase school employee awareness of student data security best practices,**  
25 **including model training components;**

26           **(c) Develop local educational agencywide lists of approved software applications**  
27 **and internet websites; and**

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

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

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

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

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

37           **(2) Two members appointed by the president pro tempore of the senate, one of**  
38 **whom is a representative or member of a state teachers association and one of whom is a**  
39 **high school student in the state of Missouri;**

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

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

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

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

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

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

57           **3. All appointments to the task force shall be made no later than thirty days after**  
58 **the effective date of this section. Any vacancy shall be filled by the appointing authority.**

59           **4. The speaker of the house of representatives and the president pro tempore of the**  
60 **senate shall select the chairs of the task force from among the members of the task force.**  
61 **Such chairs shall schedule the first meeting of the task force, which shall be held no later**  
62 **than sixty days after the effective date of this section.**

63           **5. Before January 31, 2022, the task force shall submit a report on its findings and**  
64 **recommendations to the joint committee on education and to the state board of education**  
65 **to assist the board in the performance of its duties under section 161.096. The task force**

66 shall terminate on the date that it submits such report or January 31, 2022, whichever is  
67 later.

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