



General Assembly

**Amendment**

January Session, 2015

LCO No. 9326



Offered by:

REP. FLEISCHMANN, 18<sup>th</sup> Dist.  
SEN. SLOSSBERG, 14<sup>th</sup> Dist.  
REP. LAVIELLE, 143<sup>rd</sup> Dist.  
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To: Subst. House Bill No. 7017

File No. 686

Cal. No. 451

**"AN ACT CONCERNING STUDENT DATA PRIVACY."**

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- 1 In line 61, strike "and"
  - 2 In line 65, strike "." and insert ";" in lieu thereof
  - 3 After line 65, insert the following:
    - 4 "(9) A choice of law provision that states that the laws of the state of
    - 5 Connecticut shall govern the rights and duties of the contractor and
    - 6 the local or regional board of education, the State Board of Education
    - 7 or the Department of Education; and
    - 8 (10) A statement that if any provision of the contract or the
    - 9 application of the contract is held invalid by a court of competent
    - 10 jurisdiction, the invalidity does not affect other provisions or
    - 11 applications of the contract which can be given effect without the

12 invalid provision or application."

13 In line 70, strike "that conflicts with" and insert "with a provision  
14 that is contrary to" in lieu thereof

15 After line 71, insert the following:

16 "(e) Any contract that does not include a provision required by  
17 subsection (b) of this section shall be void, provided the local or  
18 regional board of education, the State Board of Education or the  
19 Department of Education has given reasonable notice to the contractor  
20 and the contractor has failed within a reasonable time to amend the  
21 contract to include the provision required by subsection (b) of this  
22 section.

23 (f) Not later than five business days after executing a contract  
24 pursuant to this section, a local or regional board of education shall  
25 provide notice to any student, parent or legal guardian of a student  
26 affected by the contract. The notice shall state that the contract was  
27 executed and provide a brief description of the contract and the  
28 purpose of the contract."

29 Strike section 2 in its entirety and insert the following in lieu thereof:

30 "Sec. 2. (NEW) (*Effective January 1, 2016*) (a) For the purposes of this  
31 section:

32 (1) "Operator" means any person who (A) operates an Internet web  
33 site, online service or mobile application with actual knowledge that  
34 such Internet web site, online service or mobile application is used for  
35 school purposes and was designed and marketed for school purposes,  
36 and (B) collects, maintains or uses student information;

37 (2) "School purposes" means purposes that customarily take place at  
38 the direction of a teacher or a local or regional board of education, or  
39 aid in the administration of school activities, including, but not limited  
40 to, instruction in the classroom, administrative activities and

41 collaboration among students, school personnel or parents or legal  
42 guardians of students;

43 (3) "Student information" means personally identifiable information  
44 regarding a student that is (A) created or provided by a student, parent  
45 or legal guardian of a student, to the operator in the course of the  
46 student, parent or legal guardian using the operator's Internet web site,  
47 online service or mobile application for school purposes, (B) created or  
48 provided by an employee or agent of a local or regional board of  
49 education to an operator for school purposes, or (C) gathered by an  
50 operator through the operation of the operator's Internet web site,  
51 online service or mobile application and identifies a student, including,  
52 but not limited to, information in the student's records or electronic  
53 mail account, first or last name, home address, telephone number, date  
54 of birth, electronic mail address, discipline records, test results, grades,  
55 evaluations, criminal records, medical records, health records, Social  
56 Security number, biometric information, disabilities, socioeconomic  
57 information, food purchases, political affiliations, religious affiliations,  
58 text messages, documents, student identifiers, search activity,  
59 photographs or voice recordings;

60 (4) "Student" means a child that is a resident of the state of  
61 Connecticut and enrolled in grades kindergarten to twelve, inclusive,  
62 in public school under the jurisdiction of a local or regional board of  
63 education;

64 (5) "De-identified student information" means any student  
65 information that has been altered to prevent the identification of an  
66 individual student; and

67 (6) "Targeted advertising" means presenting an advertisement to a  
68 student where the selection of the advertisement is based on student  
69 information or inferred from the usage of the operator's Internet web  
70 site, online service or mobile application by such student.

71 (b) An operator shall (1) implement and maintain reasonable

72 security procedures and practices, in accordance with current industry  
73 standards, to protect student information from unauthorized access,  
74 destruction, use, modification or disclosure, and (2) delete a student's  
75 information if a student, parent or legal guardian of a student or the  
76 local or regional board of education requests deletion of such student  
77 information.

78 (c) An operator shall not knowingly:

79 (1) Engage in targeted advertising on the operator's Internet web  
80 site, online service or mobile application, or on any other Internet web  
81 site, online service or mobile application;

82 (2) Use student information to create a profile of a student, except in  
83 furtherance of school purposes;

84 (3) Sell student information, unless the sale is part of the purchase,  
85 merger or acquisition of an operator by a successor operator and the  
86 operator and successor operator continue to be subject to the  
87 provisions of this section regarding student information; and

88 (4) Disclose student information, unless the disclosure is made (A)  
89 in furtherance of school purposes of the Internet web site, online  
90 service or mobile application, provided the recipient of the student  
91 information uses such student information to improve the operability  
92 and functionality of the Internet web site, online service or mobile  
93 application and complies with subsection (b) of this section; (B) to  
94 ensure compliance with federal and state law; (C) in response to  
95 judicial process; (D) to protect the safety of users or others, or the  
96 security of the Internet web site, online service or mobile application;  
97 or (E) to an entity hired by the operator to provide services for the  
98 operator's Internet web site, online service or mobile application,  
99 provided the operator contractually (i) prohibits the entity from using  
100 student information for any purpose other than providing the  
101 contracted service to, or on behalf of, the operator, (ii) prohibits the  
102 entity from disclosing student information provided by the operator to

103 subsequent third parties, and (iii) requires the entity to comply with  
104 subsection (b) of this section.

105 (d) An operator may use student information (1) to maintain,  
106 support, evaluate or diagnose the operator's Internet web site, online  
107 service or mobile application, or (2) for adaptive learning purposes or  
108 customized student learning.

109 (e) An operator may use de-identified student information (1) to  
110 develop or improve the operator's Internet web site, online service or  
111 mobile application, or other Internet web sites, online services or  
112 mobile applications owned by the operator, or (2) to demonstrate or  
113 market the effectiveness of the operator's Internet web site, online  
114 service or mobile application.

115 (f) An operator may share aggregated de-identified student  
116 information for the improvement and development of Internet web  
117 sites, online services or mobile applications for school purposes.

118 (g) Nothing in this section shall (1) limit the ability of a law  
119 enforcement agency to obtain student information from an operator as  
120 authorized by law or pursuant to a court order, (2) limit the ability of a  
121 student, parent or legal guardian of a student to download, transfer or  
122 otherwise save or maintain student information, (3) impose a duty  
123 upon a provider of an interactive computer service, as defined in 47  
124 USC 230, as amended from time to time, to ensure compliance with  
125 this section by third party information content providers, as defined in  
126 47 USC 230, as amended from time to time, (4) impose a duty upon a  
127 seller or provider of online services or mobile applications to ensure  
128 compliance with this section with regard to such online services or  
129 mobile applications, (5) limit an Internet service provider from  
130 providing a student, parent or legal guardian of a student or local or  
131 regional board of education with the ability to connect to the Internet,  
132 (6) prohibit an operator from advertising other Internet web sites,  
133 online services or mobile applications that are used for school  
134 purposes to parents or legal guardians of students provided such

135 advertising does not result from use of student information, or (7)  
136 apply to Internet web sites, online services or mobile applications that  
137 are designed and marketed for use by individuals generally, even if  
138 the account credentials created for an operator's Internet web site,  
139 online service or mobile application may be used to access Internet  
140 web sites, online services or mobile applications that are designed and  
141 marketed for use by individuals generally."