

FIRST REGULAR SESSION  
HOUSE COMMITTEE SUBSTITUTE FOR  
**SENATE BILL NO. 206**  
**100TH GENERAL ASSEMBLY**

1234H.02C

DANA RADEMAN MILLER, Chief Clerk

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**AN ACT**

To repeal sections 8.231 and 177.086, RSMo, and to enact in lieu thereof seven new sections relating to contracts for government facilities.

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

Section A. Sections 8.231 and 177.086, RSMo, are repealed and seven new sections  
2 enacted in lieu thereof, to be known as sections 8.231, 167.2000, 167.2005, 167.2010, 167.2015,  
3 167.2020, and 177.086, to read as follows:

8.231. 1. For purposes of this section, the following terms shall mean:

2 (1) "Energy cost savings measure", a training program or facility alteration,  
3 **improvement, modernization, or system replacement** designed to reduce energy consumption  
4 or operating costs, and may include one or more of the following:

5 (a) Insulation of the building structure or systems within the building **and including**  
6 **roofing, exterior building envelope, and piping;**

7 (b) Storm windows or doors, caulking or weather stripping, multiglazed windows or  
8 doors, heat absorbing or heat reflective glazed and coated window or door systems, additional  
9 glazing reductions in glass area, or other window and door system modifications that reduce  
10 energy consumption;

11 (c) Automated or computerized energy control system;

12 (d) Heating, ventilating or air conditioning system modifications or replacements;

13 (e) **Domestic water, sewer, and domestic hot water system improvements;**

14 (f) **Indoor swimming pool improvements;**

15 (g) Replacement or modification of lighting fixtures to increase the energy efficiency of  
16 the lighting system without increasing the overall illumination of a facility, unless an increase

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.

17 in illumination is necessary to conform to the applicable state or local building code for the  
18 lighting system after the proposed modifications are made;

19 ~~[(f)]~~ **(h)** Indoor air quality improvements to increase air quality that conforms to the  
20 applicable state or local building code requirements;

21 ~~[(g)]~~ **(i)** Energy recovery systems;

22 ~~[(h)]~~ **(j)** Cogeneration systems that produce steam or forms of energy such as heat, as  
23 well as electricity, for use primarily within a building or complex of buildings;

24 ~~[(i) Any life safety measures that provide long-term operating cost reductions and are  
25 in compliance with state and local codes;~~

26 ~~—————[(j)]~~ **(k) Any security or safety improvements that provide long term operating cost  
27 reduction and improve the safety of the building occupants;**

28 **(l)** Building operation programs that reduce the operating costs; or

29 ~~[(k)]~~ **(m)** Any life safety measures related to compliance with the Americans With  
30 Disabilities Act, 42 U.S.C. Section 12101, et seq., that provide long-term operating cost  
31 reductions and are in compliance with state and local codes;

32 (2) "Governmental unit", a state government agency, department, institution, college,  
33 university, technical school, legislative body or other establishment or official of the executive,  
34 judicial or legislative branches of this state authorized by law to enter into contracts, including  
35 all local political subdivisions such as counties, municipalities, public school districts or public  
36 service or special purpose districts;

37 (3) "Guaranteed energy cost savings contract", a contract for the implementation of one  
38 or more such measures. The contract shall provide that all payments, except obligations on  
39 termination of the contract before its expiration, are to be made over time and the energy cost  
40 savings are guaranteed to the extent necessary to make payments for the systems. Guaranteed  
41 energy cost savings contracts shall be considered public works contracts to the extent that they  
42 provide for capital improvements to existing facilities;

43 (4) "Operational savings", expenses eliminated and future replacement expenditures,  
44 **made within the time period of a guaranteed energy cost savings contract**, avoided as a  
45 result of new **systems and** equipment installed or services performed;

46 (5) "Qualified provider", a person or business experienced in the design, implementation  
47 and installation of energy cost savings measures;

48 (6) "Request for proposals" or "RFP", a negotiated procurement;

49 **(7) "Stipulated savings", any agreement in a guaranteed energy cost savings  
50 contract that indicates that the amount of cost savings are agreed, without the actual  
51 calculation of the existing costs as compared to the measured and verified costs shall be  
52 performed and certified by a professional architect or engineer licensed in the state.**

53           2. No governmental unit shall enter into a guaranteed energy cost savings contract until  
54 competitive proposals therefor have been solicited by the means most likely to reach those  
55 contractors interested in offering the required services, including but not limited to direct mail  
56 solicitation, electronic mail and public announcement on bulletin boards, physical or electronic.  
57 The request for proposal shall include the following:

- 58           (1) The name and address of the governmental unit;
- 59           (2) The name, address, title and phone number of a contact person;
- 60           (3) The date, time and place where proposals shall be received;
- 61           (4) The evaluation criteria for assessing the proposals; and
- 62           (5) Any other stipulations and clarifications the governmental unit may require.

63           3. The governmental unit shall award a contract to the qualified provider that provides  
64 the lowest and best proposal which meets the needs of the unit if it finds that the amount it would  
65 spend on the energy cost savings measures recommended in the proposal would not exceed the  
66 amount of energy or operational savings, or both, within a ~~[fifteen-year]~~ **twenty-year** period  
67 from the date installation is complete, if the recommendations in the proposal are followed. The  
68 governmental unit shall have the right to reject any and all ~~[bids]~~ **proposals**.

69           4. The guaranteed energy cost savings contract shall include a written guarantee of the  
70 qualified provider that either the energy or operational cost savings, or both, will meet or exceed  
71 the costs of the energy cost savings measures, adjusted for inflation, within ~~[fifteen]~~ **twenty**  
72 years. **The contract shall additionally provide a scope of work describing the specific**  
73 **energy cost savings measures that are to be addressed by the proposal as well as**  
74 **information regarding any energy or operational audit performed by the agency in**  
75 **connection with the energy cost savings measure to be addressed by the proposal, and if**  
76 **no energy audit information is provided, then a requirement that the proposer will provide**  
77 **such energy or operational cost audit.** The qualified provider shall reimburse the  
78 governmental unit for any shortfall of guaranteed energy cost savings on an annual basis. The  
79 guaranteed energy cost savings contract ~~[may]~~ **shall** provide for payments over a period of time,  
80 not to exceed ~~[fifteen]~~ **twenty** years, **or the expected life of any equipment or systems**, subject  
81 to appropriation of funds therefor.

82           5. The governmental unit shall include in its annual budget and appropriations measures  
83 for each fiscal year any amounts payable under guaranteed energy savings contracts during that  
84 fiscal year.

85           6. A governmental unit may use designated funds for any guaranteed energy cost savings  
86 contract including purchases using installment payment contracts or lease purchase agreements,  
87 so long as that use is consistent with the purpose of the appropriation.

88 7. Notwithstanding any provision of this section to the contrary, a not-for-profit  
89 corporation incorporated pursuant to chapter 355 and operating primarily for educational  
90 purposes in cooperation with public or private schools shall be exempt from the provisions of  
91 this section.

**167.2000. For purposes of sections 167.2000 to 167.2020, the following terms mean:**

2 **(1) "Consultant", a professional who provides noninstructional services including,**  
3 **but not limited to, administrative, planning, analysis, statistical, or research services to a**  
4 **local educational agency in accordance with a contract with such local educational agency;**

5 **(2) "Contractor", an operator or consultant who is in possession of or has access**  
6 **to student information, student records, or student-generated content as a result of a**  
7 **contract with a local educational agency;**

8 **(3) "De-identified student information", any student information that has been**  
9 **altered to prevent the identification of an individual student;**

10 **(4) "Directory information", the same meaning given to the term in 34 CFR 99.3,**  
11 **as amended from time to time;**

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

13 **(a) A public board of education or other public authority legally constituted within**  
14 **a state for either administrative control of or direction of, or to perform service functions**  
15 **for, public elementary or secondary schools in:**

16 **a. A city, county, township, school district, or other political subdivision of a state;**  
17 **or**

18 **b. Such combination of school districts or counties a state recognizes as an**  
19 **administrative agency for its public elementary or secondary schools; or**

20 **(b) Any other public institution or agency that has administrative control and**  
21 **direction of a public elementary or secondary school.**

22

23 **The term "local educational agency" includes any other public institution or agency that**  
24 **has administrative control and direction of a vocational education program;**

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

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

31 **(b) Collects, maintains, or uses student information;**

32 (7) "Persistent unique identifier", a unique piece of information that can be used  
33 to recognize a user over time and across different internet websites, online services, or  
34 mobile applications and is acquired as a result of the use of a student's use of an operator's  
35 internet website, online service, or mobile application;

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

42 (9) "School purposes", purposes that customarily take place at the direction of a  
43 teacher or a local educational agency or aid in the administration of school activities  
44 including, but not limited to, instruction in the classroom, administrative activities, and  
45 collaboration among students, school personnel, or parents or legal guardians of students;

46 (10) "Sensitive PII", personally identifiable information that, if lost, compromised,  
47 or disclosed without authorization, could result in substantial harm, embarrassment,  
48 inconvenience, or unfairness to an individual;

49 (11) "Student", a person who is a resident of the state and enrolled in a local  
50 educational agency;

51 (12) "Student-generated content", any student materials created by a student  
52 including, but not limited to, standardized assessment responses, essays, research papers,  
53 portfolios, creative writing, music, or other audio files or photographs;

54 (13) "Student information", personally identifiable information or material of a  
55 student in any media or format that is not publicly available and is any of the following:

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

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

61 (c) Gathered by an operator through the operation of the operator's internet  
62 website, online service, or mobile application and identifies a student including, but not  
63 limited to, information in the student's records or electronic mail account, first or last  
64 name, home address, telephone number, date of birth, electronic mail address, discipline  
65 records, test results, grades, evaluations, criminal records, medical records, health records,  
66 Social Security number, biometric information, disabilities, socioeconomic information,  
67 food purchases, political affiliations, religious affiliations, text messages, documents,

68 student identifiers, search activity, photographs, voice recordings, survey responses, or  
69 behavioral assessments;

70 (14) "Student record", any information directly related to a student that is  
71 maintained by a local educational agency, the state board of education, or the department  
72 of elementary and secondary education or any information acquired from a student  
73 through the use of educational software assigned to the student by a teacher or employee  
74 of a local educational agency;

75 (15) "Targeted advertising", presenting an advertisement to a student where the  
76 selection of the advertisement is based on student information, student records, or  
77 student-generated content or inferred over time from the usage of the operator's internet  
78 website, online service, or mobile application by such student or the retention of such  
79 student's online activities or requests over time for the purpose of targeting subsequent  
80 advertisements.

167.2005. 1. On and after August 28, 2019, a local educational agency shall enter  
2 into 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 need not be limited to, the  
5 following:

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

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

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

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

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

22 (6) A description of the procedures that a contractor will follow to notify the local  
23 educational agency, in accordance with the provisions of section 167.2015, when there has

24 been an unauthorized release, disclosure, or acquisition of student information, student  
25 records, or student-generated content;

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

31 (8) A statement that the contractor and the local educational agency shall purchase  
32 adequate data breach insurance before the contractor begins its duties under 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 of the contract or the application of the  
36 contract is held invalid by a court of competent jurisdiction, the invalidity does not affect  
37 other provisions or applications of the contract that can be given effect without the invalid  
38 provision or application.

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

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

45 (1) Use technologies and methodologies that are consistent with the guidance issued  
46 under Section 13402(h)(2) of Pub. L. 111-5, as amended from time to time;

47 (2) Maintain technical safeguards in relation to the possession of student records  
48 in a manner consistent with the provisions of 45 CFR 164.312, as amended from time to  
49 time; 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, 2019, that conflicts with any provision of this  
59 section shall be void.

60           **6. Any contract entered into on and after August 28, 2019, that does not include a**  
61 **provision required by subsection 1 of this section shall be void, provided 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) Not later than five business days after executing a contract under this section,**  
66 **a local educational agency shall provide electronic notice to any student and the parent or**  
67 **legal guardian of a student affected by the contract. 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 state that a paper copy of the contract shall be provided**  
72 **immediately 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, along with a statement explaining the prohibition on third parties sharing**  
77 **data from the contractor.**

78           **(2) The local educational agency shall post such notice on its website and post a link**  
79 **to the contract or copy of the contract on its website or provide a paper copy of the**  
80 **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 who has 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  
34 student-generated content for any purpose other than providing the contracted service to,  
35 or on 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 the parent or legal guardian of a student, provided such student  
41 information 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 the 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 from time to time, to ensure compliance with this**  
71 **section by third-party information content providers, as defined in 47 U.S.C. Section 230,**  
72 **as amended from time to time;**

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

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

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

83           **(7) Apply to internet websites, online services, or mobile applications that are**  
84 **designed and marketed for use by individuals generally, even if the account credentials**  
85 **created for an operator’s internet website, online service, or mobile application may be**  
86 **used to access internet websites, online services, or mobile applications that are designed**  
87 **and marketed for school 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 notify,  
4 without unreasonable delay, but not more than thirty days after such discovery, 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  
13 student-generated content, a contractor shall notify, without unreasonable delay, but not  
14 more than sixty days after such discovery, the local educational agency of such breach of  
15 security. 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 electronically notify, not later than forty-eight  
23 hours after receipt of such notice, the student and the parents or legal guardians 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  
29 student-generated content, an operator that is in possession of or maintains student  
30 information, student records, or student-generated content as a result of a student's use of  
31 such operator's internet website, online service, or mobile application shall:

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

37           **(b) Notify, without unreasonable delay, but not more than sixty days after such**  
38 **discovery, the student or the parents or legal guardians 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.**

**167.2020. 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 parents and legal guardians of students when a**  
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 agency-wide 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 parents and legal guardians of students 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 agency-wide 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 parents and legal guardians of students; and

30 (9) Any other issue involving student data security that the task force deems  
31 relevant.

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

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

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

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

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

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

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

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

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

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

56 4. The speaker of the house of representatives and the president pro tempore of the  
57 senate shall select the chairs of the task force from among the members of the task force.  
58 Such chairs shall schedule the first meeting of the task force, which shall be held not later  
59 than sixty days after the effective date of this section.

60 **5. Before January 31, 2020, the task force shall submit a report on its findings and**  
61 **recommendations to the joint committee on education. The task force shall terminate on**  
62 **the date that it submits such report or January 31, 2020, whichever is later.**

177.086. 1. Any school district authorizing the construction of facilities which may  
2 exceed an expenditure of [~~fifteen~~] **twenty-five** thousand dollars shall publicly advertise, once a  
3 week for two consecutive weeks, in a newspaper of general circulation, qualified pursuant to  
4 chapter 493, located within the city in which the school district is located, or if there be no such  
5 newspaper, in a qualified newspaper of general circulation in the county, or if there be no such  
6 newspaper, in a qualified newspaper of general circulation in an adjoining county, and may  
7 advertise in business, trade, or minority newspapers, for bids on said construction.

8 2. No bids shall be entertained by the school district which are not made in accordance  
9 with the specifications furnished by the district and all contracts shall be let to the lowest  
10 responsible bidder complying with the terms of the letting, provided that the district shall have  
11 the right to reject any and all bids.

12 3. All bids must be submitted sealed and in writing, to be opened publicly at time and  
13 place of the district's choosing.

14 **4. (1) In any request for proposal put forth by a school district pursuant to this**  
15 **section or any other section requiring competitive bidding, the product sought may be**  
16 **specified, provided that the request for proposal shall not require the use of any one**  
17 **proprietary product.**

18 **(2) (a) Any school district accepting proposals under this section or any other**  
19 **section requiring competitive bidding shall accept bids from at least three vendors who**  
20 **supply substantially similar products.**

21 **(b) If, at the end of the advertising period required by subsection 1 of this section,**  
22 **three vendors have not submitted bids to the school district, the school district shall**  
23 **publicly advertise once a week for an additional two consecutive weeks in the same manner**  
24 **required by subsection 1 of this section. If, after the additional advertising period, the**  
25 **school district still has not received bids from three vendors, then the school district may**  
26 **accept bids from less than three vendors who supply substantially similar products,**  
27 **notwithstanding the provisions of paragraph (a) of this subdivision to the contrary.**

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