
THE GENERAL ASSEMBLY OF PENNSYLVANIA

SENATE BILL

No. 342 Session of
2024

INTRODUCED BY CAPPELLETTI, KANE, FONTANA, PENNYCUICK, COSTA,
SCHWANK, DILLON, KEARNEY, BREWSTER AND COLLETT,
JANUARY 8, 2024

REFERRED TO EDUCATION, JANUARY 8, 2024

AN ACT

1 Amending the act of March 10, 1949 (P.L.30, No.14), entitled "An
2 act relating to the public school system, including certain
3 provisions applicable as well to private and parochial
4 schools; amending, revising, consolidating and changing the
5 laws relating thereto," providing for school safety practices
6 and for student online personal data safety practices;
7 imposing penalties; making an appropriation; and making
8 editorial changes.

9 The General Assembly of the Commonwealth of Pennsylvania
10 hereby enacts as follows:

11 Section 1. Article XIII-C of the act of March 10, 1949
12 (P.L.30, No.14), known as the Public School Code of 1949, is
13 amended by adding a subarticle heading to read:

14 SUBARTICLE A

15 SCHOOL SAFETY PRACTICES

16 Section 2. Sections 1301-C introductory paragraph, 1310-C,
17 1311-C(a), 1312-C and 1315-C introductory paragraph of the act
18 are amended to read:

19 Section 1301-C. Definitions.

20 The following words and phrases when used in this [article]

1 subarticle shall have the meanings given to them in this section
2 unless the context clearly indicates otherwise:

3 * * *

4 Section 1310-C. Employee status.

5 When acting within the scope of this [article] subarticle,
6 school police officers shall, at all times, be employees of the
7 school entity or nonpublic school and shall be entitled to all
8 of the rights and benefits accruing from that employment.

9 Section 1311-C. Independent contractors and third-party
10 vendors.

11 (a) General rule.--Notwithstanding section 1310-C, a school
12 entity or nonpublic school may contract with an independent
13 contractor or third-party vendor to provide school police
14 officer or school security guard services under this [article]
15 subarticle.

16 * * *

17 Section 1312-C. Construction.

18 Nothing in this [article] subarticle shall be construed to
19 preclude a school entity or nonpublic school from employing
20 other security personnel as the school entity or nonpublic
21 school deems necessary.

22 Section 1315-C. Duties of commission.

23 The commission shall have the following duties under this
24 [article] subarticle:

25 * * *

26 Section 3. Article XIII-C of the act is amended by adding a
27 subarticle to read:

28 SUBARTICLE B

29 STUDENT ONLINE PERSONAL DATA SAFETY PRACTICES

30 Section 1321-C. Purpose.

1 The purpose of this subarticle is to strengthen privacy
2 protections for students using education services technology by
3 prohibiting educational technology providers operating in an
4 educational entity from:

5 (1) Selling student data.

6 (2) Using information collected to advertise to students
7 and families.

8 (3) Creating student profiles to be used for
9 noneducation purposes.

10 Section 1322-C. Definitions.

11 The following words and phrases when used in this subarticle
12 shall have the meanings given to them in this section unless the
13 context clearly indicates otherwise:

14 "Access software provider." A provider of software,
15 including client or server software, or enabling tools that do
16 any of the following:

17 (1) Filter, screen, allow or disallow content.

18 (2) Pick, choose, analyze or digest content.

19 (3) Transmit, receive, display, forward, cache, search,
20 subset, organize, reorganize or translate content.

21 "Attorney General." The Attorney General of the
22 Commonwealth.

23 "Biometric identifier." A measurable biological or
24 behavioral characteristic that can be used for automated
25 recognition of an individual. The following apply:

26 (1) The term shall include any of the following:

27 (i) A retina or iris scan.

28 (ii) A fingerprint.

29 (iii) A human biological sample.

30 (iv) A scan of the hand.

1 (v) A voice print.

2 (vi) Facial geometry.

3 (2) The term shall not include any of the following:

4 (i) A physical description, including height,
5 weight, hair color or eye color.

6 (ii) A writing sample.

7 (iii) A written signature.

8 (iv) Demographic data.

9 "Breach of Personal Information Notification Act." The act
10 of December 22, 2005 (P.L.474, No.94), known as the Breach of
11 Personal Information Notification Act.

12 "Chief data security officer." An individual, who may be a
13 current employee of the department, designated to do the
14 following:

15 (1) Assist educational entities with the development of
16 implementation of policies around data security and data use.

17 (2) Review all educational entity reports, policies,
18 plans or any revisions to reports, policies or plans, that
19 are required by this subarticle to be submitted to the
20 department or to the chief data security officer.

21 (3) Conduct outreach to educational entities, provide
22 notice of guidelines or department development or revision of
23 models required under this subarticle.

24 (4) Provide student data related information, material,
25 model language or resources requested by an educational
26 entity.

27 (5) Review contracts submitted by educational entities
28 and advise educational entities of any noncompliance issues
29 an educational entity may experience under this subarticle.

30 (6) Compile each educational entity's report of

1 compromise of student data submitted as required under
2 section 1324-C(c), the data contained in the compromise
3 report and the provider contracted with when the compromise
4 occurred. The chief data security officer shall:

5 (i) Upon receipt of an occurrence of compromise from
6 an educational entity, notify the secretary of the
7 compromise. The report shall include the date of the
8 occurrence of a compromise of student data and identify
9 the providers upon receipt of the report of the provider
10 by the educational entity of the steps taken by the
11 provider to cure the deficiency in the data system that
12 facilitated the compromise, the chief data security
13 officer shall review and submit the report to the
14 secretary.

15 (ii) Enter into a searchable database the
16 educational entity and the provider involved in each
17 compromise. The entry shall include the date of the
18 compromise and the date of the provider's resolution of
19 the compromise. The chief data security officer shall
20 assign a risk level to the situation of compromise. A
21 provider shall be deemed a high risk when the severity,
22 frequency, level of compromise or any other factors the
23 chief data security officer deems relevant indicates the
24 provider offers services with a potential for exposure of
25 student data.

26 (iii) Monitor the compromise for the purpose of
27 determining the risk level of the compromise and updating
28 the provider's record of risk in the searchable database,
29 as appropriate.

30 (7) Maintain a list of providers, contact information

1 and the services a provider offers to each educational
2 entity. The list shall include the risk level assessed to the
3 provider if the provider is recorded in the database created
4 in paragraph (6) (ii).

5 (8) Perform any other duty the department deems
6 necessary for a chief data security officer to perform in
7 furthering the protection of student data.

8 "Children's Online Privacy Protection Act." The Children's
9 Online Privacy Protection Act (Public Law 105-277, Div. C, Title
10 XIII).

11 "Department." The Department of Education of the
12 Commonwealth.

13 "Educational entity." A school district, charter school,
14 cyber charter school, private school, private residential
15 rehabilitative institution, nonpublic school, intermediate unit
16 or area career and technical school operating within this
17 Commonwealth.

18 "Educational record." Student data or other student
19 information created and maintained by an educational entity or a
20 third party.

21 "Family Educational Rights and Privacy Act." The Family
22 Educational Rights and Privacy Act of 1974 (Public Law 90-247,
23 20 U.S.C. § 1232g).

24 "IEP." An Individualized Education Plan under the
25 Individuals with Disabilities Education Act.

26 "Individuals with Disabilities Education Act." The
27 Individuals with Disabilities Education Act (Public Law 91-230,
28 20 U.S.C. § 1400 et seq.).

29 "Information service." The offering of a capability for
30 generating, acquiring, storing, transforming, processing,

1 retrieving, utilizing or making available information via
2 telecommunications. The term includes electronic publishing, but
3 does not include any use of a capability for the management,
4 control or operation of a telecommunications system or the
5 management of a telecommunications service.

6 "Interactive computer service." An information service,
7 system or access software that provides or enables computer
8 access by multiple users to a computer server, including a
9 service or system that provides access to the Internet and the
10 systems operated or services offered by libraries or educational
11 institutions.

12 "Interested parties." A third-party vendor, provider,
13 nonprofit advocacy organization, the Office of Attorney General
14 or any other organization or entity that the department deems
15 necessary.

16 "K-12 school purposes." A purpose that customarily takes
17 place at the direction of the K-12 school, teacher or
18 educational entity or aids in the administration of school
19 activities, including instruction in the classroom or at home,
20 administrative activities and collaboration between students,
21 school personnel or parents or guardians or that is for the use
22 and benefit of the school.

23 "Online service." Online service, including cloud computing
24 services, provided by an entity subject to this subarticle.

25 "Privacy of Social Security Numbers Law." The act of June
26 29, 2006 (P.L.281, No.60), referred to as the Privacy of Social
27 Security Numbers Law.

28 "Protection of Pupil Rights Amendment." 20 U.S.C. § 1232h
29 (relating to protection of pupil rights).

30 "Provider." Any of the following which enter into a written

1 or oral contract with an education entity to provide related
2 goods or services for the current school year:

3 (1) A third-party vendor, contractor, subcontractor,
4 corporation, partnership, business trust, foundation, limited
5 liability company, corporation or partnership, incorporated
6 or unincorporated association, organization or any other
7 legal entity.

8 (2) A government entity, other than the Commonwealth.

9 (3) A natural person.

10 "Secretary." The Secretary of Education of the Commonwealth.

11 "Section 504 plan." A plan prescribed by the Rehabilitation
12 Act of 1973 (Public Law 93-112, 29 U.S.C. § 701 et seq.).

13 "Student data." Personally identifiable information or
14 material regarding a student that is descriptive of the student
15 and collected and maintained at the individual student level,
16 notwithstanding the physical, electronic or other media format,
17 including any of the following:

18 (1) The following information regarding the student:

19 (i) Name.

20 (ii) Date and location of birth.

21 (iii) Social Security number.

22 (iv) Gender.

23 (v) Race.

24 (vi) Ethnicity.

25 (vii) Tribal affiliation.

26 (viii) Sexual identity or orientation.

27 (ix) Migrant status.

28 (x) English language learner status.

29 (xi) Disability status.

30 (xii) Mother's maiden name.

1 (xiii) Contact information, including telephone
2 numbers, email addresses, physical addresses, home
3 address, geolocation information and other distinct
4 contact identifiers.

5 (xiv) Text messages, photos, voice recordings or
6 documents.

7 (xv) Search identifiers or search activities.

8 (xvi) Disabilities.

9 (xvii) Special education records or an applicable
10 mandate under the Individuals with Disabilities Education
11 Act.

12 (xviii) An IEP, Section 504 plan or other written
13 education plan, including special education evaluation
14 data for the program or plan.

15 (xix) A student's identification number.

16 (xx) State or local assessment results or the reason
17 for an exception from taking a State or local assessment.

18 (xxi) Courses taken and completed, credits earned or
19 other transcript information.

20 (xxii) Course grades, grade point average,
21 evaluations or another indicator of academic achievement.

22 (xxiii) Cohort graduation rate or related
23 information.

24 (xxiv) Degree, diploma, credential attainment or
25 other school exit information.

26 (xxv) Attendance and mobility.

27 (xxvi) Dropout data.

28 (xxvii) An immunization record or the reason for an
29 exception from receiving an immunization.

30 (xxviii) Remediation efforts.

1 (xxix) Cumulative disciplinary records.

2 (xxx) Juvenile delinquency records.

3 (xxxi) Criminal records.

4 (xxxii) Medical or health records created or
5 maintained by an educational entity, including test
6 results.

7 (xxxiii) Political affiliation, voter registration
8 information or voting history.

9 (xxxiv) Income or other socioeconomic information,
10 except as required by law or if an educational entity
11 determines income information is required to apply for,
12 administer, research or evaluate programs to assist
13 students from low-income families.

14 (xxxv) Religious information or beliefs.

15 (xxxvi) A biometric identifier or other biometric
16 information.

17 (xxxvii) Food purchases.

18 (xxxviii) Geolocation data.

19 (xxxix) Any other information that either on its own
20 or collectively could reasonably be used to identify a
21 specific student.

22 (2) The following information regarding family members,
23 including parents and legal guardians, of the student:

24 (i) Name of family members.

25 (ii) Contact information for family members,
26 including telephone numbers, email addresses, physical
27 addresses and other distinct contact identifiers.

28 (iii) Education status, an educational record or
29 student data of a family member who is a student.

30 (3) The following data required or captured by a

1 provider during any of the following uses of a provider's
2 Internet website, service or application for K-12 purposes:

3 (i) The student or the student's parent or legal
4 guardian.

5 (ii) An employee or agent of the K-12 educational
6 entity.

7 (iii) The department.

8 (iv) A county department of education.

9 (v) An intermediate unit.

10 (4) Data, information or material that is gathered by a
11 provider through the operation of a site, service or
12 application used primarily for K-12 school purposes and that
13 is descriptive of a student or otherwise identifies a
14 student, including student data under paragraphs (1) and (2).

15 "Targeted marketing." Advertising to a student or a
16 student's parent or legal guardian that is selected based on
17 information obtained or inferred from the student's online or
18 offline behavior, usage of applications or student data. The
19 term does not include:

20 (1) Advertising to a student at an online location based
21 on the student's current visit to the location or single
22 search query without collection and retention of the
23 student's online activities over time.

24 (2) Use of the student's personally identifiable student
25 data to identify for the student institutions of higher
26 education or scholarship providers that are seeking students
27 who meet specific criteria, if a written data authorization
28 by the student or the student's parent or legal guardian, if
29 the student is under 18 years of age, permits the disclosure
30 of use.

1 "Third-party vendor." The provider of a publicly accessible
2 Internet website, online service, online application or mobile
3 application with actual knowledge that the site, service or
4 application is used primarily for K-12 school purposes, was
5 designed and marketed for K-12 school purposes and has entered
6 into a contract with an educational entity to provide a related
7 good or service. The term includes a subcontractor.

8 Section 1323-C. Department duties and responsibilities.

9 (a) Duties.--Within six months of the effective date of this
10 subsection, the department shall:

11 (1) Develop guidelines for the educational entities' use
12 of a State data system third-party platform to assist
13 educational entities in protecting student data.

14 (2) In consultation with interested parties, develop a
15 definition for best practices for the protection of student
16 data and model policies and procedures that an educational
17 entity may use in the following areas:

18 (i) The educational entity's student data privacy
19 protection and security plan with procedures to protect
20 student records, and student data, including critical
21 infrastructures of student data processes and procedures,
22 in accordance with this subarticle.

23 (ii) The provider's protection of student data,
24 including best practices strategies for student data
25 security.

26 (iii) Training programs.

27 (iv) Materials and resources for staff, students,
28 parents, guardians and providers on student data privacy
29 and protection issues based on best practices for the
30 protection of student data and the use of provider

1 platforms.

2 (v) Protection of information from unauthorized
3 access, destruction, use, modification or disclosure.

4 (vi) A model review process for an educational
5 entity to implement to respond to a request for data for
6 the purpose of external research or evaluation.

7 (3) Each year, in consultation with interested parties,
8 review the definition for best practices and update as
9 needed.

10 (4) Post on the department's publicly accessible
11 Internet website the model policies and procedures developed
12 under this subsection.

13 (5) Develop model contracts in accordance with the
14 following:

15 (i) The department shall develop a model contract
16 for use between educational entities and providers to
17 ensure that the requirements of this subarticle are
18 incorporated with the educational entities' use of
19 technologies and that providers are contractually bound
20 to sustain, enhance and not erode privacy protections
21 relating to the use, collection and disclosure of student
22 data. The department shall consult with interested
23 parties, for the establishment of guidance and the model
24 contract. The model contract shall be reviewed on a
25 biennial basis and revised if necessary.

26 (ii) An educational entity shall not be required to
27 use the model contract to meet the requirements of this
28 subarticle. The model contract is to be provided by the
29 department for an educational entity to use as a model
30 for an educational entity's interactive computer service

1 contract if the educational entity, in its sole
2 discretion, deems it necessary.

3 (b) Chief data security officer.--Within 60 days of the
4 effective date of this subsection, the secretary shall designate
5 a chief data security officer within the department.

6 (c) Report.--The department shall submit an annual report to
7 the General Assembly on the protection of student data,
8 including a description of all data collected from educational
9 entities under this subarticle, the findings from the
10 department's review of best practices required under subsection
11 (a) (3) and recommendations for improvements in protection of
12 student data requirements the department intends to review,
13 investigate or implement or status of implementation of any
14 recommendation made in a prior annual report.

15 (d) Construction.--Nothing in this section shall be
16 construed to interfere with the ability of the department to
17 assign or designate existing employees of the department or hire
18 other persons to assist with or provide staff for performing the
19 duties of the chief data security officer.

20 Section 1324-C. Educational entity duties and responsibilities.

21 (a) Policy.--Within one year of the effective date of this
22 subsection, each educational entity shall adopt a written policy
23 regarding:

24 (1) Third-party vendor protection of student data
25 policy.

26 (2) Reasonable security policies and procedures to
27 protect student records and student data, in accordance with
28 this subarticle to protect information from unauthorized
29 access, destruction, use, modification or disclosure.

30 (3) A process for a request for external research or

1 evaluation of student data. The process for a student's
2 parents or legal guardian request to review personally
3 identifiable data that is contained in student information,
4 student records or student generated content shall include
5 provider specific response process and a procedure through
6 the provider to correct erroneous information.

7 (4) The policies adopted under this subsection may be
8 based on the model policies developed by the department under
9 section 1323-C(a).

10 (5) The policies under this subsection shall be in
11 addition to requirements of the Family Educational Rights and
12 Privacy Act, Protection of Pupil Rights Amendment, Children's
13 Online Privacy Protection Act and any regulations promulgated
14 under the acts, the Breach of Personal Information
15 Notification Act, Privacy of Social Security Numbers Law and
16 any regulations promulgated under the acts and any other
17 Federal or State data privacy and security laws applicable to
18 educational entities. This subarticle is not intended to
19 limit the educational entities under the laws.

20 (b) Policy.--

21 (1) Within 10 days after adoption of any policy or any
22 revision made to a previously adopted policy, the educational
23 entity shall submit the policy or the revised policy to the
24 chief data security officer for review.

25 (2) In the event that the chief data security officer
26 finds any of the policies or revisions to be noncompliant
27 with this subarticle, the chief data security officer shall
28 provide the educational entity with notice of noncompliance.
29 Notice shall include an explanation of findings and
30 recommendations to cure deficiencies found. The educational

1 entity shall have 60 days to adopt a revised policy with any
2 deficiencies cured. Within 10 days after adoption, the
3 educational entity shall submit the policy to the chief data
4 security officer for review.

5 (c) Compromise.--Within 10 days of an educational entity
6 being notified or becoming aware of a compromise of student
7 data, the following shall apply:

8 (1) The educational entity shall submit information to
9 the chief data security officer of the occurrence of the
10 compromise.

11 (2) The educational entity shall request the following
12 information from the provider:

13 (i) The number of students affected by the
14 compromise.

15 (ii) The status of the compromise.

16 (iii) The steps taken by the provider to cure the
17 deficiencies in the data system that facilitated the
18 compromise of the data.

19 (3) The provider shall have five days to issue a report
20 of the requested information.

21 (4) Upon receipt of the report, the educational entity
22 shall submit the report to the chief data security officer.

23 Section 1325-C. Interactive computer service contract.

24 (a) Contract.--

25 (1) An educational entity may enter into a contract with
26 a provider for goods and services related to interactive
27 learning, access software or online communication services,
28 including on-site learning services, remote online learning
29 services, quasi remote online learning services, virtual
30 video and audio conferencing, to be used primarily for K-12

1 school purposes. The contract must be in writing and signed
2 by each party. Within 10 days of entering a contract with a
3 provider, an educational entity shall report to the chief
4 data security officer the name of the provider, provider
5 contact information and a list of services contracted for
6 with the provider.

7 (2) A contract with a provider entered into by the
8 educational entity prior to the effective date of this
9 paragraph shall be reviewed by the governing body of the
10 educational entity within 60 days of the effective date of
11 this paragraph to determine if any provisions are contrary to
12 this subarticle. In the event there is a determination that
13 there are provisions of the contract contrary to this
14 subarticle, the educational entity shall:

15 (i) with the consent of all parties, modify the
16 contract to comply with this subarticle; or

17 (ii) terminate the contract and the provider awarded
18 the contract shall be compensated for the actual expenses
19 reasonably incurred under the contract prior to the
20 termination. The compensation shall not include loss of
21 anticipated profit, loss of use of money or
22 administrative overhead cost.

23 (b) Terms.--The service or goods under the contract may
24 include educational learning tools or communication platforms
25 requiring the use of student data only if the contract with the
26 provider contains binding terms for:

27 (1) Implementation and maintenance of reasonable
28 security procedures and practices appropriate for student
29 data.

30 (2) Protection of student data from unauthorized access,

1 destruction, use, modification or disclosure.

2 (3) Deletion of student data if the educational entity
3 requests deletion of student data that is under the control
4 of the educational entity.

5 (4) Assurance that any contract the provider enters with
6 any subcontractor will contain the same binding provisions
7 that the provider is subject to and the same protections and
8 prohibited uses of student data for the subcontractor.

9 (b.1) Damages.--The use of student data contrary to the
10 provisions of this subarticle shall subject the provider to all
11 remedies and damages available to the student or the student's
12 parent or legal guardian and the educational entity. The payment
13 of damages for actual costs incurred by the educational entity
14 for any and all occurrences of a violation or a compromise of
15 student information, records or content, shall be the
16 responsibility of the provider if damages were caused by the
17 provider's failure to protect student data.

18 (c) Duties to be included.--A contract for goods or services
19 with a provider shall contain, at a minimum, the duties and
20 requirements under section 1326-C.

21 (d) Use of model contract.--An educational entity, in its
22 sole discretion, may base its contract on the model contract
23 developed by the department or may develop an original contract
24 to meet the requirements of this subarticle.

25 (e) Limitation.--Except when applicable in Federal or State
26 law, or clearly expressed in this subarticle, the selling or
27 disclosing of student data prohibition does not apply to a
28 merger or acquisition of a provider by another provider when the
29 acquiring or successor provider continues to be subject to this
30 subarticle and the prohibition of acts, uses or disclosures of

1 student data, including any student data obtained through the
2 merger or acquisition.

3 Section 1326-C. Third-party vendor duties and responsibilities.

4 (a) Student data use and disclosure.--A third-party vendor
5 may:

6 (1) Use or disclose student data to ensure legal and
7 regulatory compliance, including complying with requirements
8 of Federal and State law in protecting and disclosing the
9 data.

10 (2) Disclose student data to respond to or participate
11 in the judicial process.

12 (3) Disclose student data to a service provider or a
13 subsequent subcontractor that may accompany the third-party
14 vendor in the provision of the good or service, if the third-
15 party vendor contractually prohibits the use of the student
16 data for any purpose other than providing the contracted
17 service to, or on behalf of, the third-party vendor,
18 prohibits the disclosure of student data provided by the
19 third-party vendor with subsequent third parties and requires
20 the implementation and maintenance of reasonable security
21 procedures and practices required of the third-party vendor
22 under section 1325-C(c).

23 (b) Merger or sale.--In the event of a merger or sale by a
24 provider to a third party, the following shall apply:

25 (1) A provider shall delete student data if the
26 educational entity requests deletion of student data under
27 the control of the educational entity.

28 (2) A provider may disclose student data to a service
29 provider or a subsequent subcontractor if the acquiring
30 service provider, provider or subsequent subcontractor agrees

1 to be subject to this subarticle with respect to previously
2 acquired student data and subsequently acquired student data.

3 (3) A provider shall provide notification to the
4 educational entity at least 60 days prior to the sale or
5 merger.

6 (4) An educational entity shall have the right to
7 terminate the existing contract with the provider with no
8 compensation for early termination or damages to the
9 provider.

10 Section 1327-C. Construction.

11 (a) Duty not imposed.--Notwithstanding any other provision
12 under this subarticle, this subarticle shall not impose a duty
13 upon:

14 (1) An electronic store, gateway, marketplace or other
15 means of purchasing or downloading software or applications
16 to review or enforce compliance of this section on the
17 applications or software.

18 (2) An interactive computer service to review or enforce
19 compliance with this section by third-party content
20 providers.

21 (b) Ability not limited.--Nothing under this subarticle
22 shall be construed to prohibit or otherwise limit the ability
23 of:

24 (1) An educational entity from reporting or making
25 available aggregate student data or other collective data for
26 reasonable usage.

27 (2) A third-party vendor from using student data,
28 including information protected in this subarticle, for the
29 purposes of adaptive learning or customized student learning
30 purposes or for maintaining, developing, supporting,

1 improving or diagnosing the third-party vendor's publicly
2 accessible Internet website, service or application.

3 (3) A third-party vendor from marketing educational
4 products directly to parents or students if the marketing did
5 not result from the use of student data obtained by the
6 third-party vendor through the provisions of goods or
7 services covered under this subarticle.

8 (4) An Internet service provider from providing Internet
9 connectivity to schools or students and their families.

10 (5) A student or the student's parent or legal guardian
11 to download, export or save or maintain student data.

12 Section 1328-C. Enforcement.

13 A provider that fails to comply with a duty or other
14 provision under this chapter resulting in a data breach or
15 security compromise shall be subject to the following penalties
16 and process:

17 (1) The Bureau of Consumer Protection in the Office of
18 Attorney General shall investigate any complaints received
19 concerning violations of this subarticle. If, after
20 investigating a complaint, the Attorney General finds that
21 there has been a violation of this subarticle, the Attorney
22 General may bring an action to impose a civil penalty up to
23 \$10,000 for each violation and to seek other relief,
24 including injunctive relief, restitution and costs under the
25 act of December 17, 1968 (P.L.1224, No.387), known as the
26 Unfair Trade Practices and Consumer Protection Law.

27 (2) Prior to the initiation of a civil action, the
28 Attorney General may require the attendance and testimony of
29 witnesses and the production of documents. For this purpose,
30 the Attorney General may issue subpoenas, examine witnesses

1 and receive evidence. If a person objects to or otherwise
2 fails to comply with a subpoena or request for testimony, the
3 Attorney General may file in Commonwealth Court or any court
4 of record of the Commonwealth an action to enforce the
5 subpoenas or request. Notice of hearing of the action and a
6 copy of each pleading shall be served upon the person who may
7 appear in opposition.

8 (3) Testimony taken or material produced shall be kept
9 confidential by the Attorney General except to the extent
10 that the information may be used in a judicial proceeding, if
11 the disclosure is authorized by the court for good cause
12 shown or confidentiality is waived by the person being
13 investigated and by the person who has testified, answered
14 interrogatories or produced materials.

15 Section 1329-C. Criminal and civil liability.

16 Nothing under this subarticle shall limit, preclude or
17 supersede an action for criminal or civil liabilities applicable
18 or enforceable under a Federal or State law.

19 Section 1330-C. Regulations.

20 (a) General rule.--The State Board of Education, in
21 consultation with the Office of Attorney General, shall develop
22 regulations necessary to implement this subarticle.

23 (b) Final-omitted regulations.--Within one year of the
24 effective date of this subsection, the State Board of Education
25 shall promulgate final-omitted regulations under the act of June
26 25, 1982 (P.L.633, No.181), known as the Regulatory Review Act.

27 Section 4. The sum of \$500,000 shall be appropriated from
28 the General Fund to the Department of Education for the purposes
29 of implementation of the provisions of this act.

30 Section 5. This act shall take effect in six months.