

SENATE BILL NO. 683

102ND GENERAL ASSEMBLY

INTRODUCED BY SENATOR TRENT.

2465S.01H

KRISTINA MARTIN, Secretary

AN ACT

To amend chapter 167, RSMo, by adding thereto six new sections relating to data privacy in elementary and secondary education.

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

Section A. Chapter 167, RSMo, is amended by adding thereto six new sections, to be known as sections 167.032, 167.2000, 167.2005, 167.2010, 167.2015, and 167.2016, 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 personally identifiable information as defined in section 167.2000 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 personally identifiable information about a parent, legal guardian, or other person having charge, control, or custody of a pupil receiving instruction under subsection 2 of

19 section 167.031, such information shall remain confidential,
20 shall not be posted or published in any format or medium,
21 and shall not be disclosed to any other person or entity
22 without the written consent of the parent, guardian, or
23 other person having charge, control, or custody of the pupil.

24 3. Notwithstanding any provision of subsection 1 or 2
25 of this section to the contrary, the personally identifiable
26 information described in this section may be:

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

30 (2) Transmitted to the local prosecuting attorney if
31 the agent has a reasonable suspicion of a violation of this
32 section; or

33 (3) Disclosed for other purposes as authorized by law.
167.2000. As used in sections 167.2000 to 167.2016,
2 the following terms mean:

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

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

14 (3) "De-identified student information", any student
15 information that has been altered to prevent the
16 identification of an individual student;

17 (4) "Directory information", information contained in
18 an education record of a student that would not generally be
19 considered harmful or an invasion of privacy if disclosed,
20 as outlined in 34 CFR 99.3, as amended;

21 (5) "Legitimate purpose", research related to product
22 validity or efficacy;

23 (6) "Local educational agency":

24 (a) A public board of education or other public
25 authority legally constituted within a state for
26 administrative control or direction of, or to perform
27 service functions for, public elementary or secondary
28 schools in:

29 a. A city, county, township, school district, or other
30 political subdivision of a state; or

31 b. Such combination of school districts or counties a
32 state recognizes as an administrative agency for its public
33 elementary or secondary schools;

34 (b) Any other public institution or agency that has
35 administrative control and direction of a public elementary
36 or secondary school; or

37 (c) Any other public institution or agency that has
38 administrative control and direction of a vocational
39 education program;

40 (7) "Operator", any person who:

41 (a) Operates an internet website, online service, or
42 mobile application with actual knowledge that such internet
43 website, online service, or mobile application is used for
44 school purposes and was designed and marketed for school
45 purposes, to the extent the person is engaged in the
46 operation of such internet website, online service, or
47 mobile application; and

48 (b) Collects, maintains, or uses student information;

49 (8) "Persistent unique identifier", a unique piece of
50 information that can be used to recognize a user over time
51 and across different internet websites, online services, or
52 mobile applications and is acquired as a result of using a
53 student's use of an operator's internet website, online
54 service, or mobile application;

55 (9) "Personally identifiable information" or "PII",
56 any information that permits the identity of an individual
57 to be directly or indirectly inferred, including any
58 information that is linked or linkable to that individual,
59 regardless of whether the individual is a United States
60 citizen, legal permanent resident, visitor to the United
61 States, or employee or contractor with the department of
62 elementary and secondary education. "Personally
63 identifiable information" or "PII" includes, but is not
64 limited to, sensitive PII;

65 (10) (a) "Researcher", a person:

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

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

75 (i) Research development;
76 (ii) Research testing; and
77 (iii) Research evaluation.

78 (b) An individual may conduct other activities that
79 meet the description of activities provided in this
80 subdivision and be deemed a researcher under this

81 subdivision, regardless of whether such other activities are
82 conducted under a program deemed to be research for other
83 purposes;

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

88 (a) Instruction in the classroom;

89 (b) Surveys;

90 (c) Tests;

91 (d) Questionnaires;

92 (e) Social-emotional screeners;

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

95 (g) Research studies;

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

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

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

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

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

113 (14) "Student-generated content", any student
114 materials created by a student including, but not limited
115 to, standardized assessment responses, questionnaire and
116 survey responses, and classroom assignment submissions such
117 as student webpages, essays, research papers, portfolios,
118 creative writing, music, other audio or video files, and
119 photographs. "Student-generated content" shall not be
120 construed to include student responses to a standardized
121 assessment if student possession and control would
122 jeopardize the validity and reliability of that assessment;

123 (15) "Student information", personally identifiable
124 information or material of a student in any medium or format
125 that is not publicly available and is any of the following:

126 (a) Created or provided by a student or a parent or
127 legal guardian of a student to the operator in the course of
128 the student, parent, or legal guardian using the operator's
129 internet website, online service, or mobile application for
130 school purposes;

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

134 (c) Gathered by an operator through the operation of
135 the operator's internet website, online service, or mobile
136 application and identifies a student including, but not
137 limited to, information in the student's records or email
138 account, computer IP address, IMEI, device serial number,
139 first or last name, home address, telephone number, date of
140 birth, email address, discipline records, test results,
141 grades, evaluations, criminal records, medical records,
142 health records, Social Security number, biometric
143 information, disabilities, socioeconomic information, food
144 purchases, political affiliations, religious affiliations,

145 text messages, documents, student identifiers, search
146 activity, photographs, voice recordings, survey responses,
147 or behavioral assessments;

148 (16) "Student record", any information directly
149 related to a student that is maintained by a local
150 educational agency, the state board of education, or the
151 department of elementary and secondary education or any
152 information acquired from a student through the use of
153 educational software assigned to the student by a teacher or
154 employee of a local educational agency or acquired from a
155 teacher conducting student observations;

156 (17) "Targeted solicitation or advertising",
157 presenting an advertisement to a student where the selection
158 of the advertisement is based on student information,
159 student records, or student-generated content or inferred
160 over time from the student's use of the operator's internet
161 website, online service, or mobile application or the
162 retention of such student's online activities or requests
163 over time for the purpose of targeting subsequent
164 advertisements.

167.2005. 1. Beginning August 28, 2023, a local
2 educational agency shall enter into a written contract with
3 a contractor any time such local educational agency shares
4 or provides access to student information, student records,
5 or student-generated content with such contractor. Each
6 such contract shall include, but not be limited to:

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

10 (2) A description of the means by which the local
11 educational agency may request the deletion of student

12 information, student records, or student-generated content
13 in the possession of the contractor that is not:

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

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

18 a. Inaccessible to the public; and

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

28 (3) A statement that the contractor shall be
29 designated as a school official, except that the
30 contractor's access to student information shall be strictly
31 limited to what is necessary to fulfill their contractual
32 obligations, and may be more limited than that of other
33 school officials;

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

39 (5) A statement that the contractor shall not share
40 student data with third parties or unidentified entities
41 within the contractor employer's network without consent and
42 shall take reasonable actions designed to ensure the

43 security and confidentiality of student information, student
44 records, and student-generated content;

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

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

58 (8) A statement that the contractor and the local
59 educational agency shall purchase adequate commercially
60 reasonable data breach insurance before the contractor
61 begins the contractor's duties under the contract;

62 (9) A statement that the laws of the state of Missouri
63 shall govern the rights and duties of the contractor and the
64 local educational agency; and

65 (10) A statement that if any provision or application
66 of the contract is held invalid by a court of competent
67 jurisdiction, the invalidity does not affect other
68 provisions or applications of the contract that can be given
69 effect without the invalid provision or application.

70 2. All student-generated content shall be the property
71 of the student or a parent or legal guardian of the student.

72 3. A contractor shall implement and maintain security
73 procedures and practices that are designed to protect
74 student records from unauthorized access, destruction, use,

75 modification, or disclosure and that, based on the
76 sensitivity of the data and the risk from unauthorized
77 access, accomplish the following:

78 (1) Use technologies and methodologies that are
79 consistent with the guidance issued under 42 U.S.C. Section
80 17932(h)(2), as amended;

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

84 (3) Otherwise meet or exceed industry standards.

85 4. Except as otherwise provided in sections 167.2000
86 to 167.2016, a contractor shall not use or transfer without
87 the consent of the student or the student's parent or legal
88 guardian:

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

93 (2) Personally identifiable information to engage in
94 targeted advertising.

95 5. Any provision of a contract entered into between a
96 contractor and a local educational agency on or after August
97 28, 2023, that conflicts with any provision of this section
98 shall be void.

99 6. Any contract entered into on or after August 28,
100 2023, that does not include a provision required by
101 subsection 1 of this section shall be void, provided that
102 the local educational agency has given reasonable notice to
103 the contractor and the contractor has failed, within a
104 reasonable time, to amend the contract to include the
105 provision required by subsection 1 of this section.

106 7. (1) Not later than five business days after
107 executing a contract under this section, a local educational
108 agency shall post notice of such contract on the agency's
109 website. The notice shall:

110 (a) State that the contract has been executed and the
111 date that such contract was executed;

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

114 (c) Provide a list of all types of PII to be collected
115 and the purpose of collecting those types of PII; and

116 (d) Provide a list of all third parties with whom PII
117 will be shared and the purpose of data sharing, with a
118 statement explaining the prohibition on third parties
119 sharing data from the contractor.

120 (2) On or before September first of each school year,
121 the local educational agency shall electronically notify
122 students and the parents or legal guardians of students of
123 the address of the agency's website described in this
124 subsection and shall subsequently notify students and
125 parents or legal guardians of students within three business
126 days in a similar manner if there is any change in the
127 process for accessing such information between annual
128 notices.

167.2010. 1. An operator shall:

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

7 (2) Delete any student information, student records,
8 or student-generated content within a reasonable amount of
9 time if a student, parent or legal guardian of a student, or

10 local educational agency having stewardship of such student
11 information requests the deletion of such student
12 information, student records, or student-generated content.

13 2. An operator shall not knowingly:

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

23 (2) Collect, store, or use student information,
24 student records, student-generated content, or persistent
25 unique identifiers for purposes other than the furtherance
26 of school purposes or a legitimate purpose;

27 (3) Sell, rent, or trade student information, student
28 records, or student-generated content without the consent of
29 the student unless the sale is part of the purchase, merger,
30 or acquisition of an operator by a successor operator and
31 the operator and successor operator continue to be subject
32 to the provisions of this section regarding student
33 information; or

34 (4) Disclose student information, student records, or
35 student-generated content unless the disclosure is made:

36 (a) In response to a judicial order;

37 (b) To protect the safety or integrity of users or
38 others or the security of the internet website, online
39 service, or mobile application;

40 (c) To an entity hired by the operator to provide
41 services for the operator's internet website, online

42 service, or mobile application, provided the operator
43 contractually:

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

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

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

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

57 3. No local educational agency shall make access to
58 instructional curriculum or curriculum resources contingent
59 upon a parent or student signing an acceptable use policy
60 that requires collection of personally identifiable
61 information.

62 4. All local educational agencies shall provide an
63 alternate and equivalent curriculum or curriculum resource
64 when a parent or student opts out of technology-based
65 instructional delivery systems.

66 5. An operator may use de-identified student
67 information:

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

71 (2) To respond to a request for information or
72 feedback from a student, provided such response is not

73 determined in whole or in part by payment or other
74 consideration from a third party.

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

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

80 (2) Limit the ability of a student or a parent or
81 legal guardian of a student to maintain access to student
82 information, student records, or student-generated content
83 promptly upon request;

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

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

94 (5) Limit an internet service provider from providing
95 a student, parent or legal guardian of a student, or local
96 educational agency with the ability to connect to the
97 internet;

98 (6) Prohibit an operator from advertising other
99 internet websites, online services, or mobile applications
100 that are used for school purposes to parents or legal
101 guardians of students, provided such advertising does not
102 result from the operator's use of student information,
103 student records, or student-generated content and that is
104 not:

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

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

109 a. Inaccessible to the public; and

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

119 (7) Prohibit an operator's use of information for
120 maintaining, developing, supporting, improving, or
121 diagnosing an operator's site, service, or application; or

122 (8) Limit the ability of an operator to use student
123 information, student records, and student-generated content
124 for adaptive learning or customized student learning
125 purposes.

167.2015. 1. (1) Upon the discovery of a breach of
2 security that results in the unauthorized release,
3 disclosure, or acquisition of student information, excluding
4 any directory information contained in such student
5 information, a contractor shall, without unreasonable delay
6 but not more than thirty days after such discovery, notify
7 the local educational agency of such breach of security.
8 During such thirty-day period, the contractor may:

9 (a) Conduct an investigation to determine the nature
10 and scope of such unauthorized release, disclosure, or
11 acquisition and the identity of the students whose student

12 information is involved in such unauthorized release,
13 disclosure, or acquisition; or

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

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

23 (a) Conduct an investigation to determine the nature
24 and scope of such unauthorized release, disclosure, or
25 acquisition and the identity of the students whose student
26 records or student-generated content is involved in such
27 unauthorized release, disclosure, or acquisition; or

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

30 (3) Upon receipt of notice of a breach of security
31 under subdivision (1) or (2) of this subsection, a local
32 educational agency shall, not later than forty-eight hours
33 after receipt of such notice, electronically notify the
34 student and a parent or legal guardian of the student whose
35 student information, student records, or student-generated
36 content is involved in such breach of security. The local
37 educational agency shall post such notice on the local
38 educational agency's internet website.

39 2. (1) Upon the discovery of a breach of security
40 that results in the unauthorized release, disclosure, or
41 acquisition of student information, student records, or
42 student-generated content, an operator that is in possession
43 of or maintains student information, student records, or

44 student-generated content as a result of a student's use of
45 such operator's internet website, online service, or mobile
46 application shall:

47 (a) Notify, without unreasonable delay but not more
48 than thirty days after such discovery, the student or a
49 parent or legal guardian of such student of any breach of
50 security that results in the unauthorized release,
51 disclosure, or acquisition of the student's information,
52 excluding any directory information contained in such
53 student information; and

54 (b) Notify, without unreasonable delay but not more
55 than fourteen weeks after such discovery, the student or a
56 parent or legal guardian of such student of any breach of
57 security that results in the unauthorized release,
58 disclosure, or acquisition of student records or student-
59 generated content of such student.

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

62 (a) Conduct an investigation to determine the nature
63 and scope of such unauthorized release, disclosure, or
64 acquisition and the identity of the students whose student
65 information, student records, or student-generated content
66 is involved in such unauthorized release, disclosure, or
67 acquisition; or

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

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

4 (2) Researchers shall not collect, nor shall a local
5 educational agency allow a researcher to collect, any
6 student PII without first obtaining written consent to

7 obtain such PII from an emancipated student or from a
8 parent, legal guardian, or other person having charge,
9 control, or custody of the student.

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

17 2. (1) Each local educational agency shall protect
18 personal data of personnel, faculty, and staff.

19 (2) No local educational agency shall disclose any
20 personal data of any personnel, faculty, or staff without
21 first notifying the individual personnel, faculty, or staff
22 of the pending disclosure.

23 (3) Each local educational agency shall provide all
24 personnel, faculty, and staff with the opportunity to opt
25 out of any personal data disclosure for any purpose other
26 than disclosure of such personal data that is required by
27 state law for reporting purposes. Before any such
28 disclosure of personal data of personnel, faculty, or staff
29 for research purposes, any personal data disclosed shall be
30 de-identified and such research shall have been approved by
31 an institutional review board.

32 (4) No local educational agency shall require any
33 personnel, faculty, or staff to enroll in any digital system
34 that transfers an individual's intellectual property rights
35 to any private corporation, nor shall any local educational
36 agency sell or license any personal data of any personnel,
37 faculty, or staff to any third party or make such personal
38 data available for marketing or commercial purposes.

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

43 (6) Each local educational agency shall protect the
44 personally identifiable information of all personnel,
45 faculty, and staff members by implementing the same
46 protections, advertising restrictions, and communications
47 time lines required for students' personally identifiable
48 information under sections 167.2005, 167.2010, and 167.2015.

49 (7) Each local educational agency shall provide annual
50 professional development and other training to all
51 personnel, faculty, and staff relating to personal data
52 protection, student PII protection, federal and state
53 privacy laws, and best practices for protection of education-
54 related data.

55 (8) No local educational agency shall make employment
56 contingent upon a teacher, staff, or personnel signing an
57 acceptable use policy that requires collection of personally
58 identifiable information.

59 (9) Each local educational agency shall implement
60 cyber security practices or technologies to prevent identity
61 theft caused by unauthorized access to the personal data of
62 personnel, faculty, and staff, including but not limited to
63 data that may be stored on or transmitted by personal
64 devices used to access a school's Wi-Fi network.

65 (10) Each local educational agency shall provide the
66 parent or legal guardian of a student the opportunity to
67 review any PII regarding the student upon request and in a
68 timely manner.

69 (11) Each local educational agency shall expunge any
70 personally identifiable information regarding a student upon

71 request by the student's parent or legal guardian or upon
72 request by the student if the student is eighteen years of
73 age or older, provided that the student has graduated or
74 disenrolled from the local educational agency at least one
75 year prior to the request. Student transcripts and
76 vaccination records shall be exempt from this requirement.

77 3. The department of elementary and secondary
78 education shall develop a model policy that establishes
79 procedures for identifying and mitigating cyber security
80 risks to protect the personally identifiable information of
81 students and staff. The model policy shall include risk
82 assessments and implementation of appropriate controls to
83 mitigate identified cyber risks. Each local educational
84 agency shall adopt the department's model policy with any
85 changes necessary to meet the particular needs of the local
86 educational agency.

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