SB0267S01 compared with SB0267

~~{Omitted text}~~ shows text that was in SB0267 but was omitted in SB0267S01
inserted text shows text that was not in SB0267 but was inserted into SB0267S01

DISCLAIMER: This document is provided to assist you in your comparison of the two bills. Sometimes this automated comparison will NOT be completely accurate. Therefore, you need to read the actual bills. This automatically generated document could contain inaccuracies caused by: limitations of the compare program; bad input data; or other causes.

Software in Education Amendments

2026 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Kirk A. Cullimore

House Sponsor:

LONG TITLE

General Description:

This bill creates certain requirements and accountability procedures regarding a student's use of software in a public school.

Highlighted Provisions:

This bill:

- defines terms;
- requires the State Board of Education to:
  - create a statewide digital privacy agreement;
  - ensure that all software used in a public school is executed under the statewide digital privacy agreement and academically effective;
  - create a master list for software used in public schools;
  - create a list of approved software;
  - independently verify software as academically effective;
  - enforce compliance with the requirements of this section through periodic audits;
  - create a process for a parent to submit a complaint; and

SB0267

- create rules to implement the requirements of this section;

‣ **creates a certain exception;**

‣ requires a local education agency (LEA), the Utah Education and Telehealth Network, and the State Board of Education to:

- execute the statewide digital privacy agreement for all software contracts; and
- verify certain software is academically effective;

‣ requires an LEA to notify parents of all software a public school uses during the school year;

‣ requires the state board to consult with the Office of the Attorney General; and

‣ requires a vendor to:

- execute the statewide digital privacy agreement for all software contracts with a contracting entity; and
- demonstrate that the vendor's software is academically effective.

Money Appropriated in this Bill:

None

Other Special Clauses:

This bill provides a special effective date.

Utah Code Sections Affected:

ENACTS:

53G-7-1401 , Utah Code Annotated 1953

53G-7-1402 , Utah Code Annotated 1953

53G-7-1403 , Utah Code Annotated 1953

53G-7-1404 , Utah Code Annotated 1953

53G-7-1405 , Utah Code Annotated 1953

53G-7-1406 , Utah Code Annotated 1953

Be it enacted by the Legislature of the state of Utah:

Section 1. Section **1** is enacted to read:

53G-7-1401. General provisions -- Definitions.

14. Software Policy

As used in this part:

(1) "Academically effective" means software that:

(a) is designed to support student learning, skill development, or academic performance in the intended subject area, as supported by:

(i) peer-reviewed research {~~on similar educational interventions~~} ;

(ii) evidence of positive learning outcomes {~~in comparable educational settings~~} ;

(iii) sound pedagogical principles recognized in the field of education; or

(iv) independent evaluation demonstrating educational {~~value~~} effectiveness;

(b) aligns with the public education core standards described in Section 53E-4-202{~~, where applicable to the software's educational purpose~~} ;

(c) demonstrates instructional {~~value~~ } effectiveness through:

(i) supporting differentiated instruction;

(ii) providing formative assessment and feedback;

(iii) engaging students in active learning;

(iv) supplementing teacher instruction; or

(v) other recognized {~~effective educational practices~~} evidence based learning strategies;

(d) does not employ design features that primarily:

{~~(i)~~ {~~distract from learning objectives;~~} }

{~~(ii)~~ {~~prioritize entertainment over educational content; or~~} }

(i) interfere with active learning; or

(iii){(ii)} undermine teacher instructional authority; and

(e) {~~has potential to produce~~ } produces positive academic outcomes when used {~~appropriately in a classroom setting as part of a comprehensive instructional program~~} as intended.

(2) "Active learning" means instruction that requires a student to engage in cognitive processes including analyzing, reasoning, practicing, or creating to understand or apply knowledge or skills.

(2){(3)}

(a) "Addictive design feature" means a feature or component of a digital or online product that encourages or increases a student's frequency, time spent, or engagement with the product.

(b) "Addictive design feature" includes the following features:

(i) infinite scroll;

(i){(ii)} {~~infinite scroll or~~ } autoplay that continues beyond the educational task or lesson;

(ii){(iii)} points, badges, or other gamification rewards tied {~~primarily~~ } to time spent on the product rather than learning {~~achievement~~ } objectives or academic progress;

(iii){(iv)} persistent notifications prompting re-engagement when the product is not actively in use, unless {~~directly related to assigned schoolwork or teacher communication;~~} :

(A) a teacher initiates the notification; and

(B) the notification is directly related to assigned schoolwork;

(iv){(v)} personalized recommendation systems designed to maximize time-on-platform rather than learning outcomes; or

(v){(vi)} engagement metrics, streaks, or social comparison features designed to create fear of missing out or compulsive checking behavior.

(c) "Addictive design feature" does not include{~~:~~} a:

{~~(i) {progress indicators or achievement recognition tied to demonstrated learning;)~~ }

(ii){(i)} {~~recommendations~~ } recommendation of next lessons or learning activities based on curriculum progression or mastery of prerequisites;

(iii){(ii)} {~~notifications~~ } notificationabout {~~upcoming assignments, deadlines~~} a teacher-assigned or course-required assignment, deadline, or teacher feedback; or

(iv){(iii)} {~~features~~ } feature that encourage {~~productive academic engagement~~ } s active learning rather than passive consumption.

(3){(4)} "Clickstream data" means data an LEA or third-party provider collects from a student's use of an online service, application, or device that records the student's navigation or sequence of actions.

(4){(5)} "Contracting entity" means the following entities if that entity contracts with a vendor for software:

(a) an LEA;

(b) the state board;or

(c) UETN{~~; or~~} .

{~~(d) {any other entity receiving state funds.)~~ }

(5){(6)} "Digital privacy agreement" means a contract between a contracting entity and a digital provider that:

(a) ensures compliance with Title 53E, Chapter 9, Student Privacy and Data Protection; and

(b) governs access, use, protection, retention, and disclosure of student data.

(6){(7)}

(a) "Educational purpose" means a purpose directly related to:

(i) student instruction;

(ii) assessment of a student; or

(iii) school operations necessary for instruction of a student.

(b) "Educational purpose" does not include:

(i) marketing;

(ii) advertising;

(iii) behavioral profiling; or

(iv) any other commercial purpose.

(7){(8)} "Independently verified" means software that an impartial third party, with no financial or contractual relationship with the vendor and with demonstrated expertise appropriate to the type of software, checks for:

(a) safety;

(b) effectiveness; and

(c) compliance with the requirements of this {~~section~~} part.

(8){(9)} "Instructional software" means software that is safe, legal, and effective because the software is:

(a) part of a digital privacy agreement; and

(b) verified for academic effectiveness in accordance with the requirements of this section.

(10) "Internet service provider" means the same as that term is defined in Section 76-5c-401.

(11) "Passive consumption" means receiving information through viewing, listening, or browsing without requiring the student to engage in cognitive processing necessary to analyze, apply, or create knowledge or skills.

(9){(12)} "School-issued device" means any electronic hardware device an LEA provides to a student for educational use.

(10){(13)}

(a) "Software" means any application, web-based service, plug-in, or other code-based product, regardless of whether the application is free or for purchase, that:

(i) runs on or is accessible from a school-issued device or from a student-owned device that the student uses for the student's education; and

(ii) an LEA assigns, requires, recommends, installs, or otherwise makes available for student use in connection with classroom instruction.

(b) "Software" includes software an individual uses in connection with school-related purposes for:

(i) instruction;

(ii) assessment;

(iii) communication;

(iv) collaboration;

(v) enrichment; or

(vi) recreation.

(c) "Software" does not include physical, electronic hardware.

(11){(14)} "Statewide digital privacy agreement" means the digital privacy agreement the state board creates in accordance with Section 53G-7-1402.

(12){(15)}

(a) "Student data" means the same as that term is defined in Section 53E-9-301.

(b) "Student data" includes a student's:

(i) personally identifiable information;

(ii) metadata, device identifiers, and clickstream data;

(iii) behavioral, engagement, or usage data; and

(iv) information a software collects, generates, or infers in the course of student use.

(13){(16)} "Sub-processor" means a third-party vendor or service that a primary data processor engages to process personal data on the processor's behalf.

(17)

(a) "Telecommunications carrier" means an entity that provides transmission, routing, or connectivity services for digital communications, including wireless, broadband, or data transport services, without modifying the content of communications.

(b) "Telecommunications carrier" includes an internet service provider.

(14){(18)} "Utah Education and Telehealth Network" or "UETN" means the same as that term is defined in Section 53H-4-213.1.

(19)

(15){(a)} "Vendor" means an entity that provides software, digital tools, digital services, or related technology to a contracting entity for student use, whether free or paid.

(b) "Vendor" does not include:

(i) a telecommunications carrier; or

(ii) an internet service provider.

(16){(20)} "Voice-print" means a digital representation of an individual's voice that a person creates, derives, or uses to identify or authenticate the individual.

Section 2. Section **2** is enacted to read:

53G-7-1402. Statewide digital privacy agreement-- Exceptions.

The state board shall create a form statewide digital privacy agreement that:

(1){(a)} governs student use of software and digital services in public schools;

(2){(b)} complies with the requirements of Title 53E, Chapter 9, Student Privacy and Data Protection, including:

(a){(i)} data minimization;

(b){(ii)} prohibitions on {~~targeted~~ } advertising{~~:~~} or promotional content directed at a student, including:

(A) advertising products or services to a student while the student is using software of instructional material;

(B) allowing a third-party to advertise a product or a service to a student; and

(C) the inclusion of advertising or promotional content within software of instructional material accessible to a student;

(c){(iii)} limits on secondary data use;

(d){(iv)} security safeguards;

(e){(v)} breach notifications;

(f){(vi)} data retention and deletion requirements; and

(g){(vii)} directory information protections;

(3){(c)} complies with the sensitive materials requirements described in Section 53G-10-103;

(4){(d)} unless an LEA obtains parental consent in accordance with Section 53G-10-402, requires that software may not display, recommend, algorithmically generate, or provide access to any instructional or supplemental content that constitutes:

(a){(i)} human sexuality instruction;

(b){(ii)} sexual education;

(c){(iii)} maturation instruction;

(d){(iv)} content relating to reproduction, contraception, sexual activity, or sexually transmitted diseases; or

(e){(v)} sexual-health-related information;

(5){(e)} prohibits addictive design features;

(6){(f)} prohibits a vendor from collecting, storing, or analyzing:

(a){(i)} biometric identifiers, except for:

(i){(A)} voice recognition for speech-to-text accessibility features;or

{(ii) {facial recognition for identity verification with parental consent; or} }

(iii){(B)} other biometric data explicitly required for {educational accessibility} a student's IEP or Section 504 accommodation plan;and

(b){(ii)} behavioral or emotional signals for purposes of:

(i){(A)} psychological profiling;

(ii){(B)} emotional manipulation;

(iii){(C)} commercial marketing or advertising; or

(iv){(D)} any purpose other than improving educational outcomes;

{(c) {voice-prints or keystroke dynamics for a purpose other than:} }

{(i) {speech-enabled learning applications;} }

{(ii) {accessibility accommodations;} }

{(iii) {typing instruction or assessment; or} }

{(iv) {preventing academic dishonesty; and} }

{(d) {precise geolocation, except for:} }

{(i) {school bus tracking applications;} }

{(ii) {emergency safety features; or} }

{(iii) {field trip management with parental consent;} }

(7){(g)} provides that any data collected under Subsection {(6)} (1)(f):

(a){(i)} is disclosed in the statewide digital privacy agreement;

(b){(ii)} is the minimum amount necessary for the educational purpose;

(c){(iii)} is not used for commercial purposes; and

(d){(iv)} is subject to strict security safeguards;

{(8) {unless the software used in the classroom is integral to the subject matter of the course, prohibits software from:} }

{(a) {using student data to train machine-learning models for commercial purposes unrelated to improving educational outcomes for students;} }

{~~(b)~~ {~~employing artificial intelligence systems that analyze a student's emotions, behavior, or attention for purposes other than:~~} }

{~~(i)~~ {~~providing personalized academic instruction, tutoring, or assessment;~~} }

{~~(ii)~~ {~~identifying a student who may need additional academic support;~~} }

{~~(iii)~~ {~~adapting educational content to a student's demonstrated learning needs; or~~} }

{~~(iv)~~ {~~measuring academic progress and learning outcomes;~~} }

{~~(c)~~ {~~generating or recommending content intended to influence a student's personal, political, or religious beliefs; or~~} }

{~~(d)~~ {~~using persuasive design techniques, behavioral nudges, or psychological manipulation to maximize time-on-platform rather than learning outcomes;~~} }

(9){(h)} requires a vendor to:

(a){(i)} use encryption for data in transit and at rest;

(b){(ii)} store and process all student data within the United States;

(c){(iii)} disclose all sub-processors and obtain approval before use;

(d){(iv)} prohibit background data collection when software is minimized or inactive; and

(e){(v)} disclose to the contracting entity all data elements collected, third-party recipients, embedded libraries and analytics tools, device-level permissions, and artificial intelligence components and functions;

(10){(i)} prohibits software from accessing a device's camera and microphone unless:

(a){(i)} necessary for an educational function; and

(b){(ii)} disclosed in the digital privacy agreement;

(11){(j)} prohibits a vendor from conditioning access, features, pricing, or support on a:

(a){(i)} usage quota; or

(b){(ii)} screen-time expectation; and

(12){(k)} includes a termination-for-cause provision that:

(a){(i)} requires the vendor to cure any violation of the digital privacy agreement within a timeline the state board establishes;

(b){(ii)} authorizes the contracting entity to terminate the contract if the vendor fails to cure the violation of the digital privacy agreement required under Subsection {~~(11)(a)~~} (1)(k)(i);

(c){(iii)} provides that the termination described in this Subsection {~~(12)~~ } (1)(k) may occur without penalty, early-termination fee, or additional obligation to the contracting entity;

(d){(iv)} requires the vendor to acknowledge that termination under this Subsection {~~(12)~~ } (1)(k) does not constitute a breach by the contracting entity; and

(e){(v)} when a vendor fails to cure as required under Subsection {~~(12)(a)~~} (1)(k)(i), authorizes the state board to direct the contracting entity to terminate the contract or terminate the contracting entity's participation in the contract on the contracting entity's behalf.

(2) This part does not apply to a telecommunications carrier or internet service provider, or to any affiliate of the telecommunication carrier or internet service provider, when acting solely as a passive conduit for the transmission, routing, or provision of internet connectivity or network access for software or digital services a student uses, including:

(a) the transmission or routing of data packets;

(b) the provision of wireless or broadband connectivity;

(c) network management, quality-of-service, cybersecurity, or fraud-prevention functions; or

(d) the provision of device-level operating systems or firmware updates that are not designed to collect, analyze, or monetize student data.

Section 3. Section **3** is enacted to read:

53G-7-1403. Vendor -- Duties.

(1)

(a) Before the vendor allows an individual to install, assign, recommend, or otherwise make the software available for student use, the vendor shall:

(i) execute the statewide digital privacy agreement; and

(ii) procure an independent verification of the software to demonstrate that the vendor's software is academically effective.

(b) Notwithstanding Subsection (1)(a)(ii), a vendor may make software available for use to a contracting entity on a provisional basis for up to 24 months from the initial deployment of the software if:

(i) the vendor submits a verification plan to the state board within 90 days of initial use, including:

(A) a proposed methodology for demonstrating academic effectiveness;

(B) a timeline for completion of independent verification; and

(C) interim measures to assess educational value; and

(ii) the vendor demonstrates to the state board that the software:

(A) aligns with state core education standards;

(B) has research-supported pedagogical design; or

(C) has been successfully used in other comparable educational settings.

(c) A student may not use software made available under Subsection (1)(b) without consent from the student's parent.

(d) A contracting entity shall notify a student's parent of:

(i) the implementation of software on a provisional basis in accordance with Subsection (1)(b); and

(ii) the consent required to use the software under Subsection (1)(c).

(c)(e) During the provisional period described in Subsection (1)(b), the contracting entity and vendor shall collect data necessary for academic effectiveness verification.

(2) A vendor shall:

(a) include the following in the process of obtaining the independent verification described in Subsection (1)(a):

(i) a description of the evaluator's research or evaluation methods;

(ii) identification of the student populations, grade levels, or instructional contexts under evaluation;

(iii) evidence that the vendor did not produce, fund, or influence the results;

(iv) disclosure of any limitations in the evidence or methodology; and

(v) a determination of whether the software provides educational value sufficient to justify classroom use;

(b) provide the state board access to all records, documents, and data necessary to complete the audits described in Section 53G-7-1405; and

(c) execute the statewide digital privacy agreement before providing software or digital services to a contracting entity.

(3) A vendor may appeal a finding of noncompliance, issued under Section 53G-7-1405, through the administrative process the state board establishes.

(4) A vendor may not alter, supplement, replace, or modify the statewide digital privacy agreement.

(5) A vendor-proposed privacy agreement, end-user license agreement, click-through terms, terms of service, or substitute contract is void and unenforceable with respect to student data or student use.

(6) A vendor may not request or require that a parent or contracting entity:

(a) waive any right under this part;

(b) agree to arbitration that limits this part; or

(c) accept liability limitations inconsistent with this part.

Section 4. Section **4** is enacted to read:

53G-7-1404. Contracting Entity -- Duties.

(1) A contracting entity shall:

(a) execute the statewide digital privacy agreement for any software the contracting entity adopts;

(b) unless the entity is contracting for a software that the state board has previously approved and listed on the list described in Subsection 53G-7-1405(1)(a)(v), obtain documentation of a vendor's independent verification, described in Subsection 53G-7-1403(1)(b), demonstrating that the software is academically effective before the contracting entity makes the software available for an individual to:

(i) install;

(ii) assign;

(iii) recommend; or

(iv) make available for student use;

(c) submit to the state board for listing:

(i) the executed statewide digital privacy agreement required under Subsection (1)(a); and

(ii) if necessary under Subsection (1)(b), the verification documentation described in Subsection (1)(b); and

(d) provide the state board access to all records, documents, and data necessary to complete the audits described in Section 53G-7-1405.

(2) A contracting entity may not alter, supplement, replace, or modify the statewide digital privacy agreement.

(3) A contracting entity may appeal a finding of noncompliance the state board issues under Section 53G-7-1405 through the administrative process the state board establishes.

(4)

(a) A contracting entity shall ensure that a digital privacy agreement between a vendor and a contracting entity executed before July 1, 2026, complies with the requirements of this section before July 1, {~~2029~~} 2028.

(b) Between July 1, 2026, and July 1, {~~2029~~} 2028, a contracting entity may continue to use an existing digital privacy agreement if the contracting entity actively works toward compliance with the statewide digital privacy agreement.

Section 5. Section **5** is enacted to read:

53G-7-1405. State board and local education agencies -- Compliance -- Duties.

(1)

(a) The state board shall:

(i) ensure that software is not available for use in student instruction without an independent evaluator verifying the software for academic effectiveness;

(ii) maintain a public list of independent evaluators that meet the standards described in Subsection 53G-7-1403(2)(a);

(iii) create and maintain a statewide master list of software that students use in public schools;

(iv) place software on the master list described in Subsection (1)(a)(iii) when a contracting entity, in accordance with Section 53G-7-1404:

(A) executes a statewide digital privacy agreement; and

(B) obtains verification that the software is academically effective; and

(v) create and maintain a list of all software the state board approves for student use under this section.

(b) A software's exclusion from the master list does not prevent a contracting entity from using the software if the software meets the requirements of Section 53G-7-1404.

(c) A software's inclusion on the master list described in Subsection (1)(a)(iii) does not constitute state board approval or endorsement.

(2)

(a) The state board shall:

(i) monitor and enforce compliance with this section through periodic audits of:

(A) contracting entities; and

(B) vendors;

(ii) beginning July 1, {~~2029~~} 2028, audit each LEA, at least once every three years, to confirm that, for every software product students use that is not on the state board approved list described in Subsection (1)(a)(v), the LEA has:

(A) executed the statewide digital privacy agreement; and

(B) obtained the verification documentation;

(iii) in performing the audits required under Subsection (2)(a)(i), review vendor compliance with:

(A) the requirements of this part; and

(B) Title 53E, Chapter 9, Student Privacy and Data Protection; and

(iv) issue a written compliance report, following each audit required under this Subsection (2)(a), identifying:

(A) findings of compliance and noncompliance;

(B) required corrective actions; and

(C) applicable timelines for remediation.

(b) The state board may publish audit findings under Subsection (2)(a) to:

(i) promote transparency; and

(ii) make the public aware of compliant and noncompliant practices.

(3) If the state board finds an LEA to be out of compliance with the requirements of Section 53G-7-1404, the LEA shall:

(a) discontinue use of the noncompliant software;

(b) remedy the source of the noncompliance; and

(c) implement a corrective-action plan to prevent future violations.

(4) The state board shall provide:

(a) technical guidance and transition support to contracting entities and vendors regarding the transition to the statewide digital privacy agreement and academic effectiveness requirements; and

(b) implementation timelines and instructions necessary for contracting entities to achieve compliance.

(5) The state board may prioritize technical guidance and transition support for:

(a) vendors executing digital privacy agreements with multiple contracting entities;

(b) statewide or consortium contracts; or

(c) software with known privacy, safety, or effectiveness concerns.

(6) An LEA may not use software other than instructional software in a public school for instruction of a student.

(7) Before an LEA enters into a digital privacy agreement with a vendor, the LEA shall ensure that the digital privacy agreement meets each of the requirements of the statewide digital privacy agreement the state board creates under Section 53G-7-1402.

(8) An LEA shall:

(a) provide a parent, annually, with a list of all instructional software products:

(i) for which the vendor has executed a statewide digital privacy agreement;

(ii) for which a vendor has completed the independent verification of academic effectiveness required under Section 53G-7-1403; and

(iii) that the LEA may assign, require, recommend, or otherwise made available for student use during the upcoming school year;

(b) ensure that the list described in Subsection (8)(a) includes, at minimum:

(i) the product name and vendor;

(ii) the software's primary instructional purpose;

(iii) a link to the software's statewide digital privacy agreement; and

(iv) a link to the academic effectiveness verification a vendor is required to produce under Section 53G-7-1403;

(c) publish the list described in Subsection (8)(a) on the LEA's public website;

(d) update the list described in Subsection (8)(a) within 10 business days of any addition or removal of a software product;

(e) for any instructional software added during the course of the school year:

(i) provide written notice to parents within 10 school days of the products approval;

(ii) include links to the product's statewide digital privacy agreement and academic-effectiveness verification summary; and

(iii) provide this notice before assigning the software or making it available for student use;

(f) provide parents with written notice of any significant software update or change in data-collection or data-sharing practices that:

(i) may affect compliance with the statewide digital privacy agreement; or

(ii) may trigger new consent requirements under state or federal law; and

(g) maintain a publicly accessible archive of instructional software that students previously used, including:

(i) the software name and vendor; and

(ii) the dates during which the product was in active use.

(9) In accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, the state board shall make rules to implement the requirements of this part, including rules to:

(a) create a statewide digital privacy agreement;

(b) create an administrative process for a parent to submit a complaint in accordance with Section 53G-7-1406;

(c) create a process for vendors and contracting entities to appeal a finding of noncompliance;

(d) create a process for ensuring all software is academically effective;

(e) create standards and a process for approving and listing the software described in Subsection (1)(a)(v);

(f) create and maintain the master list described in Subsection (1)(a)(iii);

(g) conduct the audits required under Subsection (2)(a); and

(h) create a process for receiving and responding to complaints a parent submits under Section 53G-7-1406.

Section 6. Section **6** is enacted to read:

53G-7-1406. Complaints -- Enforcement.

(1)

(a) A parent may submit a written complaint to the state board alleging:

(i) a contracting entity using software without executing a statewide digital privacy agreement;

(ii) a contracting entity using software without being verified as academically effective; or

(iii) a vendor's violation of the statewide digital privacy agreement.

(b) Upon receiving a complaint described in Subsection (1)(a), the state board shall consult with the Office of the Attorney General to:

(i) review the complaint;

(ii) determine if a violation has occurred;

(iii) notify the parent of the determination; and

(iv) take appropriate enforcement action under this part if noncompliance is found.

(2) A court shall award the Office of the Attorney General reasonable attorney fees, court costs, and investigative expenses incurred in an action under this part.

Section 7. **Effective date.**

Effective Date.

This bill takes effect on July 1, 2026.

2-19-26 12:16 PM