SB0267S03 compared with SB0267

~~{Omitted text}~~ shows text that was in SB0267 but was omitted in SB0267S03
inserted text shows text that was not in SB0267 but was inserted into SB0267S03

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.

1 **Software in Education Amendments**

2026 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Kirk A. Cullimore

House Sponsor:Doug Fiefia

2

3 **LONG TITLE**

4 **General Description:**

5 This bill requires the State Board of Education (state board) to create a statewide digital privacy agreement and creates certain requirements and accountability procedures regarding a student's use of software in a public school.

8 **Highlighted Provisions:**

9 This bill:

9 ‣ defines terms;

10 ‣ requires the {~~State Board of Education~~} state board to:

11 • create a statewide digital privacy agreementfor educational software;

12 • ensure that all educational software used in a public school is executed under the statewide digital privacy agreement and academically effective;

14 • create a {~~master list~~} process for a vendor to certify that the vendor's software {~~used in public schools~~} is academically effective;

17 • **monitor compliance with certain requirements;**

15 • create a list of approved software;

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16 • {~~independently~~} verify software as academically effective;
17 • {~~**enforce compliance with the requirements of this section through periodic audits;**~~}
18 • create a process for a parent to submit a complaint; and
19 • create rules to implement the requirements of this section;
22 ‣ **creates exceptions for the statewide digital privacy agreement;**
20 ‣ requires a local education agency (LEA), the Utah Education and Telehealth Network, and the {~~State Board of Education~~} state board to:
22 • execute the statewide digital privacy agreement for all educational software contracts; and
23 • verify certain software is academically effective;
28 ‣ **requires the use of a digital privacy agreement for administrative software;**
29 ‣ **allows a vendor to offer educational software to a contracting entity on a provisional basis;**
24 ‣ requires an LEA to notify parents of all software a public school uses during the school year;
26 ‣ requires the state board to consult with the Office of the Attorney General; and
27 ‣ requires a vendor to:
28 • execute the statewide digital privacy agreement for all educational software contracts with a contracting entity; and
30 • {~~demonstrate that the vendor's~~} verify all educational software is academically effective.
37 **Money Appropriated in this Bill:**
38 None
39 **Other Special Clauses:**
40 This bill provides a special effective date.
41 **Utah Code Sections Affected:**
42 ENACTS:
43 **53G-7-1401** , Utah Code Annotated 1953
44 **53G-7-1402** , Utah Code Annotated 1953
45 **53G-7-1403** , Utah Code Annotated 1953
46 **53G-7-1404** , Utah Code Annotated 1953
47 **53G-7-1405** , Utah Code Annotated 1953
48 **53G-7-1406** , Utah Code Annotated 1953
49 **53G-7-1407 , Utah Code Annotated 1953**
50

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

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

54 **53G-7-1401. General provisions -- Definitions.**

14. Software Policy

As used in this part:

56 (1) "Academic progress" means advancement toward mastery of state academic standards through practice, application, feedback, or demonstration of knowledge or skill.

49 (1){(2)} "Academically effective" means software that:

50 (a) is designed to {~~support~~} provide support, or enable student active learning, skill development, or academic {~~performance~~} progress in the intended subject area{~~, as supported by:~~} ;

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

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

54 {~~(iii) {sound pedagogical principles recognized in the field of education; or}~~ }

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

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

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

59 {~~(i) {supporting differentiated instruction;}~~ }

60 {~~(ii) {providing formative assessment and feedback;}~~ }

61 {~~(iii) {engaging students in active learning;}~~ }

62 {~~(iv) {supplementing teacher instruction; or}~~ }

63 {~~(v) {other recognized effective educational practices;}~~ }

64 (d){(c)} does not employ design features that primarily:

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

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

64 (i) interfere with active learning; or

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

68 (e){(d)} {~~has potential to produce positive~~} contributes to or enables measurable academic {~~outcomes~~} progress or skill development when used {~~appropriately in a classroom setting as part of a comprehensive instructional program~~} as intended.

68

(3) "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.

70 (2){(4)}

(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.

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

75 (i) infinite scroll;

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

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

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

81 (A) a teacher initiates the notification; and

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

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

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

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

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

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

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

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

93 (5) "Administrative software" means software that a contracting entity uses solely for administrative, operational, or other non-instructional functions of the contracting entity.

91 (3){(6)} "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.

94

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

96 (a) an LEA;

97 (b) the state board;or

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

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

100 (5){(8)} "Digital privacy agreement" means a contract between a contracting entity and a digital provider that:

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

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

105 (6){(9)}

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

106 (i) student instruction;

107 (ii) assessment of a student; or

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

109 (b) "Educational purpose" does not include:

110 (i) marketing;

111 (ii) targeted advertising;

112 (iii) behavioral profiling; or

113 (iv) any other commercial purpose.

114 {~~(7)~~ {~~"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:}~~ }

117 {~~(a)~~ {~~safety;}~~ }

118 {~~(b)~~ {~~effectiveness; and}~~ }

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

120 (8){(10)} {~~"Instructional~~ } "Educational software" means software that {~~is safe, legal, and effective because the software is~~} :

118 (a) serves an educational purpose;

119 (b) is designed for student instruction, assessment, or instructional support;

122 (a){(c)} {~~part of a~~ } is executed under the statewide digital privacy agreement; and

123 (b){(d)} is verified for academic effectiveness in accordance with the requirements of this section.

123 (11) "Independently verified" means the characteristic of software that an impartial third party with demonstrated expertise appropriate to the software type, whom the vendor does not own, control or direct, and whose compensation does not depend on the evaluation outcome, evaluates for:

127 (a) academic effectiveness; and

128 (b) compliance with the requirements of this part.

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

130 (13) "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.

125 (9){(14)} "School-issued device" means any electronic hardware device an LEA provides to a student for educational use.

135 (15) "Skill development" means the acquisition or improvement of academic abilities or competencies necessary to perform a task aligned to state academic standards, including guided practice, modeling, or feedback.

127 (10){(16)}

(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:

129 (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~~}

131 (ii) an LEA assigns, requires, {~~recommends,~~ } installs, or otherwise makes available for student use in connection with classroom instruction, including through a school-issued account or identity.

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

135 (i) instruction;

136 (ii) assessment;

137 (iii) communication;

138 (iv) collaboration;or

139 (v) enrichment{~~; or~~} .

140 {~~(vi)~~ {~~recreation.~~} }

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

142 (11){(17)} "Statewide digital privacy agreement" means the digital privacy agreement the state board creates in accordance with Section 53G-7-1402.

144 (12){(18)}

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

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

146 {(i) {personally identifiable information;}}

156 (i) personal data as that term is defined in Section 13-61-101;

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

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

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

150 (13){(19)} "Sub-processor" means a third-party vendor or service that a primary data processor engages to process personal data on the processor's behalf.

162 (20)

(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.

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

152 (14){(21)} "Utah Education and Telehealth Network" or "UETN" means the same as that term is defined in Section 53H-4-213.1.

169 (22)

154 (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.

171 (b) "Vendor" does not include:

172 (i) a telecommunications carrier; or

173 (ii) an internet service provider.

156 (16){(23)} "Voice-print" means a digital representation of an individual's voice that a person creates, derives, or uses to identify or authenticate the individual.

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

177 **53G-7-1402. Statewide digital privacy agreement-- Exceptions.**

The state board shall create a {form} statewide digital privacy agreement, before July 1, 2027, that:

161 (1){(a)} governs student use of educational software and digital services in a public {~~schools;~~} school for:

182 (i) kindergarten through grade 6; and

183 (ii) core standards, described in Section 53E-4-202, in grades 7 through 12;

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

164 (a){(i)} data minimization;

165 (b){(ii)} prohibitions on {~~targeted advertising;~~} advertising or promotional content, including:

188 (A) advertising products or services to a student while the student is using educational software;

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

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

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

167 (d){(iv)} security safeguards;

168 (e){(v)} breach notifications;

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

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

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

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

175 {~~(a)~~ {~~human sexuality instruction;}~~ }

202 (i) pornographic or indecent material as that term is defined in Section 76-5c-208; or

176 (b){(ii)} sexual {~~education~~} exploitation or abuse;

177 {~~(c)~~ {~~maturation instruction;}~~ }

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

180 {~~(e)~~ {~~sexual-health-related information;}~~ }

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

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

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

184 (i){(A)} voice recognition for speech-to-text accessibility features;or
185 {~~(ii)~~ {~~facial recognition for identity verification with parental consent; or}~~ }
186 (iii){(B)} other biometric data explicitly required for {~~educational accessibility~~} a student's IEP or Section 504 accommodation plan;and
187 (b){(ii)} behavioral or emotional signals for purposes of:
188 (i){(A)} psychological profiling;
189 (ii){(B)} emotional manipulation;
190 (iii){(C)} commercial marketing or advertising; or
191 (iv){(D)} any purpose other than improving educational outcomes;
192 {~~(c)~~ {~~voice-prints or keystroke dynamics for a purpose other than:}~~ }
193 {~~(i)~~ {~~speech-enabled learning applications;}~~ }
194 {~~(ii)~~ {~~accessibility accommodations;}~~ }
195 {~~(iii)~~ {~~typing instruction or assessment; or}~~ }
196 {~~(iv)~~ {~~preventing academic dishonesty; and}~~ }
197 {~~(d)~~ {~~precise geolocation, except for:}~~ }
198 {~~(i)~~ {~~school bus tracking applications;}~~ }
199 {~~(ii)~~ {~~emergency safety features; or}~~ }
200 {~~(iii)~~ {~~field trip management with parental consent;}~~ }
201 (7){(g)} provides that any data collected under Subsection {~~(6)~~} (1)(f):
202 (a){(i)} is disclosed in the statewide digital privacy agreement;
203 (b){(ii)} is the minimum amount necessary for the educational purpose;
204 (c){(iii)} is not used for commercial purposes; and
205 (d){(iv)} is subject to strict security safeguards;
206 {~~(8)~~ {~~unless the software used in the classroom is integral to the subject matter of the course, prohibits software from:}~~ }
208 {~~(a)~~ {~~using student data to train machine-learning models for commercial purposes unrelated to improving educational outcomes for students;}~~ }
210 {~~(b)~~ {~~employing artificial intelligence systems that analyze a student's emotions, behavior, or attention for purposes other than:}~~ }
212 {~~(i)~~ {~~providing personalized academic instruction, tutoring, or assessment;}~~ }
213 {~~(ii)~~ {~~identifying a student who may need additional academic support;}~~ }

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

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

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

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

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

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

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

223 (c){(ii)} disclose {~~all sub-processors and obtain approval before~~ } the use{~~;~~} of sub-processors; and

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

225 (e){(iii)} 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;

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

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

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

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

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

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

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

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

237 (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);

239 (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;

241 (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

243

(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{~~.~~} ; and

248 (l) prohibits educational software that a vendor designs for peer-to-peer communication unless the educational software includes an administrative control that enables an administrator to turn peer-to-peer communication on or off.

251 (2) Notwithstanding the requirements of Subsection (1) the state board may allow a contracting entity to modify the statewide data privacy agreement if the state board determines the modification to be necessary for a contract with a specific vendor.

254 (3)

(a) A contracting entity may use administrative software without executing the statewide digital privacy agreement.

256 (b) Before a contracting entity uses administrative software, the contracting entity shall execute a digital privacy agreement that includes the requirements described in Subsection (1)(b).

259 (4) 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:

263 (a) the transmission or routing of data packets;

264 (b) the provision of wireless or broadband connectivity;

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

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

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

270 **53G-7-1403. Vendor -- Duties.**

248 {~~(1)~~ }

(a){(1)} Before the vendor allows {~~an individual~~ } a contracting entity to install, assign, {~~recommend,~~ } or otherwise make the educational software available for student use, the vendor shall:

250 (i){(a)} execute the statewide digital privacy agreement; and

251 (ii){(b)} {~~procure an independent verification of the software~~ } subject to {~~demonstrate~~ } Section 53G-7-1407, verify that the {~~vendor's~~ } educational software is academically effectivethrough

self-verification or independent verification, in accordance with the process the state board creates in Section 53G-7-1405.

253 {~~(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:~~} }

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

258 {~~(A)~~ {~~a proposed methodology for demonstrating academic effectiveness;~~} }

259 {~~(B)~~ {~~a timeline for completion of independent verification; and~~} }

260 {~~(C)~~ {~~interim measures to assess educational value; and~~} }

261 {~~(ii)~~ {~~the vendor demonstrates to the state board that the software:~~} }

262 {~~(A)~~ {~~aligns with state core education standards;~~} }

263 {~~(B)~~ {~~has research-supported pedagogical design; or~~} }

264 {~~(C)~~ {~~has been successfully used in other comparable educational settings.~~} }

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

267 (2) A vendor shall:

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

270 {~~(i)~~ {~~a description of the evaluator's research or evaluation methods;~~} }

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

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

274 {~~(iv)~~ {~~disclosure of any limitations in the evidence or methodology; and~~} }

275 (v){(a)} submit to the state board a {~~determination of whether the~~} written certification that the educational software {~~provides educational value sufficient to justify classroom use~~} is academically effective;

280 (b) comply with the rules and timelines the state board establishes under Section 53G-7-1405;

277 (b){(c)} provide the state board access to all records, documents, and data necessary to {~~complete~~} comply with the {~~audits~~} monitoring requirements described in Section 53G-7-1405; and

279 (c){(d)} execute the statewide digital privacy agreement before providing educational software or digital services to a contracting entity.

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

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

285 (5){(4)} 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.

291 (5) A vendor may not:

292 (a) alter, supplement, replace, or modify the statewide digital privacy agreement; or

288 (6){(b)} {~~A vendor may not~~ } request or require that a parent or contracting entity:

289 (a){(i)} waive any right under this part;

290 (b){(ii)} agree to arbitration that limits this part; or

291 (c){(iii)} accept liability limitations inconsistent with this part.

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

298 **53G-7-1404. Contracting Entity -- Duties.**

294 (1) A contracting entity shall:

295 (a) execute the statewide digital privacy agreement for any educational software the contracting entity adoptsor continues using;

297 (b) unless the entity is contracting for {~~a~~ } an educational software that the state board has previously approved and listed on the list described in Subsection {~~53G-7-1405(1)(a)(v)~~} 53G-7-1405(1)(a)(ii), obtain documentation of a vendor's {~~independent~~ } verificationof academic effectiveness, {~~described~~ } in {~~Subsection 53G-7-1403(1)(b)~~} accordance with the timelines and rules the state board establishes under Section 53G-7-1405, {~~demonstrating that the software is academically effective~~ } before {~~the contracting entity makes~~ } adopting or continuing use of the educational software {~~available~~ } for an individual to:

302 (i) install;

303 (ii) assign;or

304 {~~(iii)~~ {~~recommend; or}~~ }

305 (iv){(iii)} make available for student use;

306 (c) submit to the state board for listing:

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

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

311 (d) provide the state board access to all records, documents, and data necessary to {~~complete~~} comply with the {~~audits~~} monitoring requirements described in Section 53G-7-1405.

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

319 (a) charge a reasonable fee to a vendor to administer the requirements of this section; and

315 (3){(b)} {~~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.

317 (4){(3)}

(a) A contracting entity that is not the state board may request a modification to the statewide data privacy agreement in accordance with Subsection 53G-7-1402(2).

324 (b) Except as provided in Subsection (4)(a), a contracting entity may not alter, supplement, replace, or modify the statewide digital privacy agreement.

326 (4)

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

320 (b) Between {~~July~~} January 1, {~~2026~~} 2028, and July 1, 2029, 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.

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

333 **53G-7-1405. State board and local education agencies -- Compliance -- Duties.**

325 (1)

(a) The state board shall:

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

328 (ii) maintain a public list of independent evaluators that {~~meet the standards described in Subsection 53G-7-1403(2)(a)~~} a vendor may use to verify educational software as academically effective;and

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

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

334 {(A) {executes a statewide digital privacy agreement; and} }

339 (iii) before July 1, 2028, create a process that allows a vendor to demonstrate academic effectiveness through:

341 (A) vendor self-verification; or

335 (B) {obtains } independent verification {that the software is academically effective; and} .

336 (v){(b)} {create and maintain a list of all software the } The state board {approves for student use under } may consult software vendors for technical input regarding functionality or implementation of the requirements of this section.

338 {(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.} }

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

342 (2)

(a) The state board shall:

343 (i) monitor {and enforce } compliance with this section {through periodic audits of:} ;

344 {(A) {contracting entities; and} }

345 {(B) {vendors;} }

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

349 (A) executed the statewide digital privacy agreement; and

350 (B) obtained the verification documentation;and

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

353 {(A) {the requirements of this part; and} }

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

355 (iv){(iii)} issue a written compliance report, {following each audit required } when monitoring compliance under this Subsection (2)(a), identifying:

357 (A) findings of compliance and noncompliance;

358 (B) required corrective actions; and
359 (C) applicable timelines for remediation.
360 (b) The state board may publish {audit } findings under Subsection (2)(a) to:
361 (i) promote transparency; and
362 (ii) make the public aware of compliant and noncompliant practices.
363 (3) If the state board finds an LEA to be out of compliance with the requirements of Section 53G-7-1404, the LEA shall:
365 (a) discontinue use of the noncompliant educational software;
366 (b) remedy the source of the noncompliance; and
367 (c) implement a corrective-action plan to prevent future violations.
368 (4) The state board shall provide:
369 (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
372 (b) implementation timelines and instructions necessary for contracting entities to achieve compliance.
374 (5) The state board may prioritize technical guidance and transition support for:
375 (a) vendors executing digital privacy agreements with multiple contracting entities;
376 (b) statewide or consortium contracts; or
377 (c) software with known privacy, safety, or effectiveness concerns.
378 (6) An LEA may not use software other than {instructional } educational software in a public school for instruction of a student.
380 (7) Before an LEA enters into a digital privacy agreement with a vendorfor educational software, 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.
383 (8) An LEA shall:
384 (a) provide a parent, annually, with a list of all {instructional } educational software products:
385 (i) for which the vendor has executed a statewide digital privacy agreement;
386 (ii) for which a vendor has completed the {independent } verification of academic effectiveness required under Section 53G-7-1403; and
388 (iii) that the LEA may assign, require, recommend, or otherwise made available for student use during the upcoming school year;
390 (b) ensure that the list described in Subsection (8)(a) includes, at minimum:

391 (i) the product name and vendor;
392 (ii) the educational software's primary instructional purpose;
393 (iii) a link to the educational software's statewide digital privacy agreement; and
394 (iv) except as provided in Section 53G-7-1407, a link to the academic effectiveness verification a vendor is required to produce under Section 53G-7-1403;
396 (c) publish the list described in Subsection (8)(a) on the LEA's public website;and
397 (d) update the list described in Subsection (8)(a) {~~within 10 business days of~~ } with any addition or removal of {~~a~~ } an educational software product{~~:~~} .
399 {~~(e)~~ {~~for any instructional software added during the course of the school year:}~~ }
400 {~~(i)~~ {~~provide written notice to parents within 10 school days of the products approval;}~~ }
401 {~~(ii)~~ {~~include links to the product's statewide digital privacy agreement and academic-effectiveness verification summary; and}~~ }
403 {~~(iii)~~ {~~provide this notice before assigning the software or making it available for student use;}~~ }
405 {~~(f)~~ {~~provide parents with written notice of any significant software update or change in data-collection or data-sharing practices that:}~~ }
407 {~~(i)~~ {~~may affect compliance with the statewide digital privacy agreement; or}~~ }
408 {~~(ii)~~ {~~may trigger new consent requirements under state or federal law; and}~~ }
409 {~~(g)~~ {~~maintain a publicly accessible archive of instructional software that students previously used, including:}~~ }
411 {~~(i)~~ {~~the software name and vendor; and}~~ }
412 {~~(ii)~~ {~~the dates during which the product was in active use.}~~ }
413 (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:
416 (a) create a statewide digital privacy agreement;
417 (b) create an administrative process for a parent to submit a complaint in accordance with Section 53G-7-1406;
419 (c) create a process for vendors and contracting entities to appeal a finding of noncompliance;
421 (d) before January 1, 2028, create a process for ensuring all educational software is academically effective{~~:~~} , including:
407 (i) classifying software based on whether the software is:
408

(A) student-facing and if the student uses the software directly for instruction, practice, assessment, feedback, communication, collaboration, accessibility, or other learning-related interaction; or

411 (B) used solely for administrative or technical infrastructure functions;

412 (ii) requiring evaluation of educational software within each classification and establishing classification-specific methodologies or evidentiary standards for determining whether educational software provides, enables, or supports:

415 (A) active learning;

416 (B) skill development; or

417 (C) academic progress; and

418 (iii) creating the verification process described in Subsection (1)(a)(iii);

422 (e) create standards and a process for approving and listing the educational software described in Subsection {~~(1)(a)(v);~~} (1)(a)(ii); and

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

425 {~~(g)~~ {~~conduct the audits required under Subsection (2)(a); and~~} }

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

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

424 **53G-7-1406. Complaints -- Enforcement.**

430 (1)

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

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

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

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

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

438 (i) review the complaint;

439 (ii) determine if a violation has occurred;

440 (iii) notify the parent of the determination; and

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

442 (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.

439 Section 7. Section **7** is enacted to read:

440 **53G-7-1407. Provisional software.**

441 (1) Notwithstanding Subsection 53G-7-1403(1)(a)(ii) and before July 1, 2028, a vendor may make educational 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:

444 (a) the vendor submits a verification plan to the contracting entity before the educational software is made available for student use, including:

446 (i) a proposed methodology for demonstrating academic effectiveness;

447 (ii) a timeline for completion of verification of academic effectiveness; and

448 (iii) interim measures to assess active learning, skill development, or academic progress in the intended subject area; and

450 (b) the vendor demonstrates to the contracting entity that the educational software:

451 (i) aligns with state core education standards; and

452 (ii) meets an educational purpose.

453 (2) A student may not use educational software made available under Subsection (1)(a) without consent from the student's parent.

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

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

458 (b) the consent required to use the educational software under Subsection (1)(b).

459 (4) During the provisional period described in Subsection (1)(a), the contracting entity and vendor shall collect data necessary for academic effectiveness verification in accordance with the statewide digital privacy agreement.

462 Section 8. **Effective date.**

Effective Date.

This bill takes effect on July 1, 2026.

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