

SB0267S04 compared with SB0267

~~{Omitted text}~~ shows text that was in SB0267 but was omitted in SB0267S04

inserted text shows text that was not in SB0267 but was inserted into SB0267S04

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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 ~~{creates certain requirements and accountability procedures}~~ requires the State Board of
6 Education (state board) to study best practices regarding ~~{a student's}~~ the use of software in ~~{a}~~ public
7 ~~{school}~~ schools.

7 **Highlighted Provisions:**

8 This bill:

- 9 ▶ defines terms;
- 10 ▶ ~~{requires the State Board of Education to:}~~
- 11 • ~~{create a statewide digital privacy agreement;}~~
 - 12 • ~~{ensure that all software used in a public school is executed under the statewide digital~~
13 ~~privacy agreement and academically effective;}~~
 - 14 • ~~{create a master list for software used in public schools;}~~
 - 15 • ~~{create a list of approved software;}~~
 - 16 • ~~{independently verify software as academically effective;}~~
 - 17 • ~~{enforce compliance with the requirements of this section through periodic audits;}~~

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- 18 • { ~~create a process for a parent to submit a complaint; and~~ }
- 19 • { ~~create rules to implement the requirements of this section;~~ }
- 20 ▶ { ~~requires a local education agency (LEA), the Utah Education and Telehealth Network,~~
and the State Board of Education to: }
- 22 • { ~~execute the statewide digital privacy agreement for all software contracts; and~~ }
- 23 • { ~~verify certain software is academically effective;~~ }
- 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 } the state board to:
- 11 • conduct a study regarding the use of software and digital services in public schools;
- 12 • review best practices related to the educational effectiveness, design, and data practices
of software that students use;
- 28 • { ~~execute~~ } publish guidance describing best practices for the { ~~statewide digital privacy~~
~~agreement for all~~ } responsible use of software { ~~contracts with~~ } in a { ~~contracting entity~~ } public school;
and
- 30 • { ~~demonstrate that the vendor's software is academically effective.~~ }
- 16 • upon request, report the findings of the study to the Education Interim Committee; and
- 17 ▶ makes technical and conforming changes.

Money Appropriated in this Bill:

None

Other Special Clauses:

This bill provides a special effective date.

Utah Code Sections Affected:

AMENDS:

53E-1-201 (Effective 07/01/26) (Partially Repealed 07/01/27), as last amended by Laws of
Utah 2025, First Special Session, Chapter 9

ENACTS:

53E-3-527 (Effective 07/01/26), Utah Code Annotated 1953

{53G-7-1401, Utah Code Annotated 1953}

{53G-7-1402, Utah Code Annotated 1953}

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39 ~~{53G-7-1403, Utah Code Annotated 1953}~~
40 ~~{53G-7-1404, Utah Code Annotated 1953}~~
41 ~~{53G-7-1405, Utah Code Annotated 1953}~~
42 ~~{53G-7-1406, Utah Code Annotated 1953}~~

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

30 Section 1. Section 53E-1-201 is amended to read:

31 **53E-1-201. Reports to and action required of the Education Interim Committee.**

- 33 (1) In accordance with applicable provisions and Section 68-3-14, the following recurring reports are
due to the Education Interim Committee:
- 35 (a) the report described in Section 9-22-109 by the STEM Action Center Board, including the
information described in Section 9-22-113 on the status of the computer science initiative and
Section 9-22-114 on the Computing Partnerships Grants Program;
- 39 (b) the prioritized list of data research described in Section 53H-15-303 and the report on research and
activities described in Section 53H-15-305 by the Utah Data Research Center;
- 42 (c) the report described in Section 53H-1-203 by the Utah Board of Higher Education on career and
technical education issues and addressing workforce needs;
- 44 (d) the annual report of the Utah Board of Higher Education described in Section 53H-1-203;
- 46 (e) the reports described in Section 53H-7-603 by the Utah Board of Higher Education regarding
activities related to campus safety;
- 48 (f) the State Superintendent's Annual Report by the state board described in Section 53E-1-203;
- 50 (g) the annual report described in Section 53E-2-202 by the state board on the strategic plan to improve
student outcomes;
- 52 (h) the report described in Section 53E-3-501 by the state board on students in an LEA who receive
academic credit through the packet method;
- 54 (i) the report described in Section 53E-8-204 by the state board on the Utah Schools for the Deaf and
the Blind;
- 56 (j) the report described in Section 53E-10-703 by the Utah Leading through Effective, Actionable, and
Dynamic Education director on research and other activities;
- 58 (k) the report described in Section 53F-2-522 regarding mental health screening programs;

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- (l) the report described in Section 53F-4-203 by the state board and the independent evaluator on an evaluation of early interactive reading software;
- 62 (m) the report described in Section 53F-6-412 by the program manager of the Utah Fits All Scholarship Program;
- 64 (n) the report described in Section 63N-20-107 by the Governor's Office of Economic Opportunity on UPSTART;
- 66 (o) the report described in Section 53F-5-215 by the state board related to a grant for an elementary teacher preparation assessment;
- 68 (p) upon request, the report described in Section 53F-5-219 by the state board on the Local Innovations Civics Education Pilot Program;
- 70 (q) the report described in Section 53F-5-405 by the state board regarding an evaluation of a partnership that receives a grant to improve educational outcomes for students who are low-income;
- 73 (r) the report described in Section 53H-1-604 regarding the Higher Education and Corrections Council;
- 75 (s) the report described in Section 53G-7-221 by the state board regarding innovation plans; and
- 77 (t) the reports described in Section 53F-6-412 regarding the Utah Fits All Scholarship Program.
- 79 (2) In accordance with applicable provisions and Section 68-3-14, the following occasional reports are due to the Education Interim Committee:
- 81 (a) in 2027, 2030, 2033, and 2035, the reports described in Sections 53H-1-502, 53H-1-503, and 53H-1-504;
- 83 (b) in 2025, the report described in Section 53H-6-203 by a degree-granting institution regarding policies on abusive coaching practices;
- 85 (c) upon request, the report described in Section 53E-3-527 by the state board regarding the study on software in a public school;
- 87 [~~e~~] (d) if required, the report described in Section 53E-4-309 by the state board explaining the reasons for changing the grade level specification for the administration of specific assessments;
- 90 [~~d~~] (e) if required, the report described in Section 53E-5-210 by the state board of an adjustment to the minimum level that demonstrates proficiency for each statewide assessment;
- 93 [~~e~~] (f) the report described in Section 53E-10-702 by Utah Leading through Effective, Actionable, and Dynamic Education;
- 95 [~~f~~] (g) if required, the report described in Section 53F-2-513 by the state board evaluating the effects of salary bonuses on the recruitment and retention of effective teachers in high-poverty schools;

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- 98 [(g)] (h) upon request, the report described in Section 53F-10-303 by the state board regarding the Rural
School Sports Facilities Grant Program;
- 100 [(h)] (i) upon request, a report described in Section 53G-7-222 by an LEA regarding expenditure of a
percentage of state restricted funds to support an innovative education program;
- 103 [(i)] (j) the reports described in Section 53G-11-304 by the state board regarding proposed rules and
results related to educator exit surveys; and
- 105 [(j)] (k) the report described in Section 26B-5-113 by the Office of Substance Use and Mental Health,
the state board, and the Department of Health and Human Services regarding recommendations
related to Medicaid reimbursement for school-based health services.
- 109 (3) In accordance with applicable provisions and Section 68-3-14, every five years the Education
Interim Committee shall review the programs described in the following sections of code:
- 112 (a) beginning July 1, 2027, [~~Title 53E, Chapter 10, Part 3~~], Chapter 10, Part 3, Concurrent Enrollment;
- 114 (b) beginning July 1, 2027, Section 53F-2-408, Enhancement for Accelerated Students Program;
- 116 (c) beginning July 1, 2027, Section 53F-2-409, Concurrent enrollment funding;
- 117 (d) beginning July 1, 2027, Section 53F-2-415, Student health and counseling support -- Qualifying
personnel -- Distribution formula -- Rulemaking;
- 119 (e) beginning July 1, 2028, Section 53F-2-416, Appropriation and distribution for the Teacher and
Student Success Program;
- 121 (f) beginning July 1, 2028, Section 53F-2-510, Digital Teaching and Learning Grant Program;
- 123 (g) beginning July 1, 2028, Section 53F-9-306, Teacher and Student Success Account;
- 124 (h) beginning July 1, 2028, Title 53G, Chapter 7, Part 13, Teacher and Student Success Program; and
- 126 (i) beginning July 1, 2029, Section 53F-2-502, Dual language immersion.
- 127 Section 2. Section 2 is enacted to read:
- 128 **53E-3-527. Software in public schools study.**
- 129 (1) As used in this section:
- 130 (a) "Academic progress" means advancement toward mastery of state academic standards through
practice, application, feedback, or demonstration of knowledge or skill.
- 133 (b) "Academically effective" means software that:
- 134 (i) is designed to provide support or enable a student's active learning, skill development, or academic
progress in the intended subject area;
- 136 (ii) where applicable, aligns with the public education core standards described in Section 53E-4-202;

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- 138 (iii) does not employ design features that primarily:
139 (A) interfere with active learning; or
140 (B) undermine teacher instructional authority; and
141 (iv) contributes to or enables measurable academic progress or skill development when used as
intended.
143 (c) "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.
146 (d)
(i) "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.
149 (ii) "Addictive design feature" includes the following features:
150 (A) infinite scroll;
151 (B) autoplay that continues beyond the educational task or lesson;
152 (C) points, badges, or other gamification rewards tied to time spent on the product rather than learning
objectives or academic progress;
154 (D) persistent notifications prompting re-engagement when the product is not actively in use, unless:
156 (I) a teacher initiates the notification; and
157 (II) the notification is directly related to assigned schoolwork;
158 (E) personalized recommendation systems designed to maximize time-on-platform rather than learning
outcomes; or
160 (F) engagement metrics, streaks, or social comparison features designed to create fear of missing out or
compulsive checking behavior.
162 (iii) "Addictive design feature" does not include a:
163 (A) recommendation of next lessons or learning activities based on curriculum progression or mastery
of prerequisites;
165 (B) notification about a teacher-assigned or course-required assignment, deadline, or teacher feedback;
or
167 (C) feature that encourages active learning rather than passive consumption.
168 (e) "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.

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- (f) "Digital privacy agreement" means a contract between a contracting entity and a digital provider that:
- 173 (i) ensures compliance with Chapter 9, Student Privacy and Data Protection; and
174 (ii) governs access, use, protection, retention, and disclosure of student data.
- 175 (g) "Educational software" means software that:
- 176 (i) serves an educational purpose; and
177 (ii) is designed for student instruction, assessment, or instructional support.
- 178 (h) "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.
- 181 (i) "School-issued device" means any electronic hardware device an LEA provides to a student for educational use.
- 183 (j) "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.
- 186 (k)
- (i) "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:
- 189 (A) runs on or is accessible from a school-issued device; and
190 (B) 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, regardless of whether the software is accessible on a school-issued or student-owned device.
- 194 (ii) "Software" includes software an individual uses during school hours in connection with school-related purposes for:
- 196 (A) instruction;
197 (B) assessment;
198 (C) communication;
199 (D) collaboration; or
200 (E) enrichment.
- 201 (iii) "Software" does not include physical, electronic hardware.
- 202 (l)

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- 203 (i) "Student data" means the same as that term is defined in Section 53E-9-301.
- 204 (ii) "Student data" includes a student's:
- 205 (A) personal data as that term is defined in Section 13-61-101;
- 206 (B) metadata, device identifiers, and clickstream data;
- 207 (C) behavioral, engagement, or usage data; and
- 208 (D) information a software collects, generates, or infers in the course of student use.
- 209 (m) "Sub-processor" means a third-party vendor or service that a primary data processor engages to
process personal data on the processor's behalf.
- 211 (2) The state board shall conduct a study regarding the use of software and digital services in public
schools and identify best practices related to student learning, safety, and privacy.
- 214 (3) In conducting the study described in Subsection (2), the state board:
- 215 (a) shall review and evaluate best practices related to:
- 216 (i) the academic effectiveness of educational software, including whether software supports:
- 218 (A) active learning;
- 219 (B) skill development; and
- 220 (C) measurable academic progress;
- 221 (ii) the potential use, cost, benefits, and drawbacks of a single, statewide digital privacy agreement for
all educational software used in a public school;
- 223 (iii) alignment of educational software with state academic standards;
- 224 (iv) the role of educational software in supporting or supplementing classroom instruction;
- 226 (v) the distinction between active learning and passive consumption in digital learning tools;
- 228 (vi) compliance with the sensitive materials requirements described in Section 53G-10-103 as the
requirements relate to the use of software in a school;
- 230 (vii) digital privacy practices for student data, including:
- 231 (A) data minimization;
- 232 (B) security safeguards;
- 233 (C) breach notification practices;
- 234 (D) data retention and deletion practices; and
- 235 (E) limits on secondary use of student data;
- 236 (viii) the collection and use of student data, including:
- 237 (A) metadata;

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- 238 (B) clickstream data;
239 (C) behavioral or engagement data; and
240 (D) biometric identifiers;
241 (ix) practices related to protecting a student from:
242 (A) targeted advertising or promotional content;
243 (B) commercial exploitation of student data; and
244 (C) algorithmic systems that may prioritize engagement over learning outcomes;
245 (x) educational software design practices that may affect student engagement, including the use of
addictive design features;
247 (xi) transparency regarding:
248 (A) data the software collects;
249 (B) third-party service providers or sub-processors; and
250 (C) embedded analytics or artificial intelligence systems;
251 (xii) the use of device features including cameras or microphones in educational software;
253 (xiii) best practices for evaluating the educational value of educational software; and
254 (xiv) any other issue the state board determines relevant to the responsible use of software in public
education.
- 256 (b) may consult with:
257 (i) educators;
258 (ii) LEAs;
259 (iii) parents;
260 (iv) technology and software providers;
261 (v) researchers;
262 (vi) institutions of higher education; and
263 (vii) other stakeholders the state board determines to be appropriate.
- 264 (4) Before July 1, 2027, the state board shall:
265 (a) publish on the state board's website guidance and best practices identified through the study
described in this section; and
267 (b) distribute the guidance and best practices to each LEA.
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(5) Upon the request of the Education Interim Committee, the state board shall provide a report summarizing the study and the guidance described in Subsection (4) to the Education Interim Committee.

45 Section 1. Section 1 is enacted to read:

46 Part 14. Software Policy

47 **53G-7-1401. General provisions -- Definitions.**

As used in this part:

49 (1) "Academically effective" means software that:

50 (a) is designed to support student learning, skill development, or academic performance in the intended
51 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) aligns with the public education core standards described in Section 53E-4-202, where applicable to
57 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) does not employ design features that primarily:

65 (i) distract from learning objectives;

66 (ii) prioritize entertainment over educational content; or

67 (iii) undermine teacher instructional authority; and

68 (e) has potential to produce positive academic outcomes when used appropriately in a classroom setting
69 as part of a comprehensive instructional program.

70 (2)

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

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- 73 (b) "Addictive design feature" includes the following features:
- 74 (i) infinite scroll or autoplay that continues beyond the educational task or lesson;
- 75 (ii) points, badges, or other gamification rewards tied primarily to time spent on the product rather than
learning achievement or academic progress;
- 77 (iii) persistent notifications prompting re-engagement when the product is not actively in use, unless
directly related to assigned schoolwork or teacher communication;
- 80 (iv) personalized recommendation systems designed to maximize time-on-platform rather than learning
outcomes; or
- 82 (v) 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:
- 85 (i) progress indicators or achievement recognition tied to demonstrated learning;
- 86 (ii) recommendations of next lessons or learning activities based on curriculum progression or mastery
of prerequisites;
- 88 (iii) notifications about upcoming assignments, deadlines, or teacher feedback; or
- 89 (iv) features that encourage productive academic engagement rather than passive consumption.
- 91 (3) "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) "Contracting entity" means the following entities if that entity contracts with a vendor for software:
- 96 (a) an LEA;
- 97 (b) the state board;
- 98 (c) UETN; or
- 99 (d) any other entity receiving state funds.
- 100 (5) "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)
- 106 (a) "Educational purpose" means a purpose directly related to:
- 107 (i) student instruction;
- (ii) assessment of a student; or

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- 108 (iii) school operations necessary for instruction of a student.
- 109 (b) "Educational purpose" does not include:
- 110 (i) marketing;
- 111 (ii) 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) "Instructional software" means software that is safe, legal, and effective because the software is:
- 122 (a) part of a digital privacy agreement; and
- 123 (b) verified for academic effectiveness in accordance with the requirements of this section.
- 125 (9) "School-issued device" means any electronic hardware device an LEA provides to a student for
educational use.
- 127 (10)
- 129 (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:
- 131 (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
- 133 (ii) an LEA assigns, requires, recommends, installs, or otherwise makes available for student use in
connection with classroom instruction.
- 135 (b) "Software" includes software an individual uses in connection with school-related purposes for:
- 136 (i) instruction;
- 137 (ii) assessment;
- 138 (iii) communication;
- 139 (iv) collaboration;
- 140 (v) enrichment; or
(vi) recreation.

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- 141 (c) "Software" does not include physical, electronic hardware.
- 142 (11) "Statewide digital privacy agreement" means the digital privacy agreement the state board creates
143 in accordance with Section 53G-7-1402.
- 144 (12)
- (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;
- 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) "Sub-processor" means a third-party vendor or service that a primary data processor engages to
151 process personal data on the processor's behalf.
- 152 (14) "Utah Education and Telehealth Network" or "UETN" means the same as that term is defined in
153 Section 53H-4-213.1.
- 154 (15) "Vendor" means an entity that provides software, digital tools, digital services, or related
155 technology to a contracting entity for student use, whether free or paid.
- 156 (16) "Voice-print" means a digital representation of an individual's voice that a person creates, derives,
157 or uses to identify or authenticate the individual.
- 158 Section 2. Section 2 is enacted to read:
- 159 **53G-7-1402. Statewide digital privacy agreement.**
- The state board shall create a form statewide digital privacy agreement that:
- 161 (1) governs student use of software and digital services in public schools;
- 162 (2) complies with the requirements of Title 53E, Chapter 9, Student Privacy and Data Protection,
163 including:
- 164 (a) data minimization;
- 165 (b) prohibitions on targeted advertising;
- 166 (c) limits on secondary data use;
- 167 (d) security safeguards;
- 168 (e) breach notifications;
- 169 (f) data retention and deletion requirements; and
- 170 (g) directory information protections;

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- 171 (3) complies with the sensitive materials requirements described in Section 53G-10-103;
172 (4) 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:
- 175 (a) human sexuality instruction;
176 (b) sexual education;
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) prohibits addictive design features;
182 (6) prohibits a vendor from collecting, storing, or analyzing:
- 183 (a) biometric identifiers, except for:
184 (i) voice recognition for speech-to-text accessibility features;
185 (ii) facial recognition for identity verification with parental consent; or
186 (iii) other biometric data explicitly required for educational accessibility;
- 187 (b) behavioral or emotional signals for purposes of:
- 188 (i) psychological profiling;
189 (ii) emotional manipulation;
190 (iii) commercial marketing or advertising; or
191 (iv) 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) provides that any data collected under Subsection (6):
202 (a) is disclosed in the statewide digital privacy agreement;

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- 203 (b) is the minimum amount necessary for the educational purpose;
204 (c) is not used for commercial purposes; and
205 (d) 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) requires a vendor to:
221 (a) use encryption for data in transit and at rest;
222 (b) store and process all student data within the United States;
223 (c) disclose all sub-processors and obtain approval before use;
224 (d) prohibit background data collection when software is minimized or inactive; and
225 (e) 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) prohibits software from accessing a device's camera and microphone unless:
229 (a) necessary for an educational function; and
230 (b) disclosed in the digital privacy agreement;
231 (11) prohibits a vendor from conditioning access, features, pricing, or support on a:
232 (a) usage quota; or
233 (b) screen-time expectation; and

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- 234 (12) includes a termination-for-cause provision that:
235 (a) requires the vendor to cure any violation of the digital privacy agreement within a timeline the state
board establishes;
237 (b) 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);
239 (c) provides that the termination described in this Subsection (12) may occur without penalty, early-
termination fee, or additional obligation to the contracting entity;
241 (d) requires the vendor to acknowledge that termination under this Subsection (12) does not constitute a
breach by the contracting entity; and
243 (e) when a vendor fails to cure as required under Subsection (12)(a), 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.

246 Section 3. Section 3 is enacted to read:

247 **53G-7-1403. Vendor -- Duties.**

- 248 (1)
(a) Before the vendor allows an individual to install, assign, recommend, or otherwise make the
software available for student use, the vendor shall:
250 (i) execute the statewide digital privacy agreement; and
251 (ii) procure an independent verification of the software to demonstrate that the vendor's software is
academically effective.
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.

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- 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 determination of whether the software provides educational value sufficient to justify classroom
use;
- 277 (b) provide the state board access to all records, documents, and data necessary to complete the audits
described in Section 53G-7-1405; and
- 279 (c) execute the statewide digital privacy agreement before providing 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) 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.
- 288 (6) A vendor may not request or require that a parent or contracting entity:
- 289 (a) waive any right under this part;
- 290 (b) agree to arbitration that limits this part; or
- 291 (c) accept liability limitations inconsistent with this part.

292 Section 4. Section 4 is enacted to read:

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

- 294 (1) A contracting entity shall:
- 295 (a) execute the statewide digital privacy agreement for any software the contracting entity adopts;
- 297 (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

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software is academically effective before the contracting entity makes the software available for an individual to:

- 302 (i) install;
303 (ii) assign;
304 (iii) recommend; or
305 (iv) 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); 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 the audits
described in Section 53G-7-1405.
313 (2) A contracting entity may not alter, supplement, replace, or modify the statewide digital privacy
agreement.
315 (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.
317 (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.
320 (b) Between July 1, 2026, 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.

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

324 **53G-7-1405. State board and local education agencies -- Compliance -- Duties.**

325 (1)

(a) The state board shall:

- 326 (i) ensure that 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);

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- 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
335 (B) obtains verification that the software is academically effective; and
336 (v) create and maintain a list of all software the state board approves for student use under 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 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:
- 349 (A) executed the statewide digital privacy agreement; and
350 (B) obtained the verification documentation;
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) issue a written compliance report, following each audit required 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

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- 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
364 53G-7-1404, the LEA shall:
- 365 (a) discontinue use of the noncompliant 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
370 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 software in a public school for instruction of
379 a student.
- 380 (7) Before an LEA enters into a digital privacy agreement with a vendor, the LEA shall ensure that the
381 digital privacy agreement meets each of the requirements of the statewide digital privacy agreement
382 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 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
387 under Section 53G-7-1403; and
- 388 (iii) that the LEA may assign, require, recommend, or otherwise made available for student use during
389 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 software's primary instructional purpose;
- 393 (iii) a link to the software's statewide digital privacy agreement; and
- 394

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- (iv) 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;
- 397 (d) update the list described in Subsection (8)(a) within 10 business days of any addition or removal of a 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) create a process for ensuring all software is academically effective;
- 422 (e) create standards and a process for approving and listing the software described in Subsection (1)(a) (v);
- 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) create a process for receiving and responding to complaints a parent submits under Section 53G-7-1406.

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428 Section 6. Section 6 is enacted to read:

429 **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 software without executing a statewide digital privacy agreement;

433 (ii) a contracting entity using 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.

271 Section 3. **Effective date.**

Effective Date.

This bill takes effect on July 1, 2026.

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