

**SB0267S01**

~~{Omitted text}~~ shows text that was in SB0267S01 but was omitted in SB0267S05

**inserted text** shows text that was not in SB0267S01 but was inserted into SB0267S05

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

## 7 Highlighted Provisions:

8            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;}}

## SB0267S01 compared with SB0267S05

- {~~create a process for a parent to submit a complaint; and~~}
- {~~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~~} the state board to:
  - conduct a study regarding the use of software and digital services in public schools;
  - review best practices related to the educational effectiveness, design, and data practices of software that students use;
- {~~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
- {~~demonstrate that the vendor's software is academically effective.~~}
- upon request, report the findings of the study to the Education Interim Committee; and
- 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}**

## SB0267S01 compared with SB0267S05

~~{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 53E-1-201 is amended to read:

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

- (1) In accordance with applicable provisions and Section 68-3-14, the following recurring reports are due to the Education Interim Committee:
- (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;
  - (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;
  - (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;
  - (d) the annual report of the Utah Board of Higher Education described in Section 53H-1-203;
  - (e) the reports described in Section 53H-7-603 by the Utah Board of Higher Education regarding activities related to campus safety;
  - (f) the State Superintendent's Annual Report by the state board described in Section 53E-1-203;
  - (g) the annual report described in Section 53E-2-202 by the state board on the strategic plan to improve student outcomes;
  - (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;
  - (i) the report described in Section 53E-8-204 by the state board on the Utah Schools for the Deaf and the Blind;
  - (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;
  - (k) the report described in Section 53F-2-522 regarding mental health screening programs;

## SB0267S01 compared with SB0267S05

- 60 (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 [(f)] (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;

## SB0267S01 compared with SB0267S05

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;

## SB0267S01 compared with SB0267S05

- 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.

171

## SB0267S01 compared with SB0267S05

(f) "Digital privacy agreement" means a contract between a contracting entity and a digital provider that:

(i) ensures compliance with Chapter 9, Student Privacy and Data Protection; and

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

(g) "Educational software" means software that:

(i) serves an educational purpose; and

(ii) is designed for student instruction, assessment, or instructional support.

(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.

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

(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.

(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:

(A) runs on or is accessible from a school-issued device; and

(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.

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

(A) instruction;

(B) assessment;

(C) communication;

(D) collaboration; or

(E) enrichment.

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

(l)

## SB0267S01 compared with SB0267S05

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

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

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

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

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

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

(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.

(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.

(3) In conducting the study described in Subsection (2), the state board:

(a) shall review and evaluate best practices related to:

(i) the academic effectiveness of educational software, including whether software supports:

(A) active learning;

(B) skill development; and

(C) measurable academic progress;

(ii) the potential use, cost, benefits, and drawbacks of a single, statewide digital privacy agreement for all educational software used in a public school;

(iii) alignment of educational software with state academic standards;

(iv) the role of educational software in supporting or supplementing classroom instruction;

(v) the distinction between active learning and passive consumption in digital learning tools;

(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;

(vii) digital privacy practices for student data, including:

(A) data minimization;

(B) security safeguards;

(C) breach notification practices;

(D) data retention and deletion practices; and

(E) limits on secondary use of student data;

(viii) the collection and use of student data, including:

(A) metadata;

## SB0267S01 compared with SB0267S05

- 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.  
268

## SB0267S01 compared with SB0267S05

(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.

Section 1. Section 1 is enacted to read:

### Part 14. Software Policy

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

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;

(ii) evidence of positive learning outcomes;

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

(iv) independent evaluation demonstrating educational effectiveness;

(b) aligns with the public education core standards described in Section 53E-4-202;

(c) demonstrates instructional 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 evidence based learning strategies;

(d) does not employ design features that primarily:

(i) interfere with active learning; or

(ii) undermine teacher instructional authority; and

(e) produces positive academic outcomes when used 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.

(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:

## SB0267S01 compared with SB0267S05

- (i) infinite scroll;
- (ii) autoplay that continues beyond the educational task or lesson;
- (iii) points, badges, or other gamification rewards tied to time spent on the product rather than learning objectives or academic progress;
- (iv) persistent notifications prompting re-engagement when the product is not actively in use, unless:
- (A) a teacher initiates the notification; and
- (B) the notification is directly related to assigned schoolwork;
- (v) personalized recommendation systems designed to maximize time-on-platform rather than learning outcomes; or
- (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) recommendation of next lessons or learning activities based on curriculum progression or mastery of prerequisites;
- (ii) notification about a teacher-assigned or course-required assignment, deadline, or teacher feedback;  
or
- (iii) feature that encourages active learning rather than passive consumption.
- (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.
- (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.
- (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.
- (7)
- (a) "Educational purpose" means a purpose directly related to:
- (i) student instruction;
- (ii) assessment of a student; or

## SB0267S01 compared with SB0267S05

(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.

(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 part.

(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.

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

(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;

## SB0267S01 compared with SB0267S05

- 142 (iii) communication;  
143 (iv) collaboration;  
144 (v) enrichment; or  
145 (vi) recreation.  
146 (c) "Software" does not include physical, electronic hardware.  
147 (14) "Statewide digital privacy agreement" means the digital privacy agreement the state board creates  
in accordance with Section 53G-7-1402.  
149 (15)  
(a) "Student data" means the same as that term is defined in Section 53E-9-301.  
150 (b) "Student data" includes a student's:  
151 (i) personally identifiable information;  
152 (ii) metadata, device identifiers, and clickstream data;  
153 (iii) behavioral, engagement, or usage data; and  
154 (iv) information a software collects, generates, or infers in the course of student use.  
155 (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.  
157 (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.  
161 (b) "Telecommunications carrier" includes an internet service provider.  
162 (18) "Utah Education and Telehealth Network" or "UETN" means the same as that term is defined in  
Section 53H-4-213.1.  
164 (19)  
(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.  
166 (b) "Vendor" does not include:  
167 (i) a telecommunications carrier; or  
168 (ii) an internet service provider.  
169 (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.

## SB0267S01 compared with SB0267S05

Section 2. Section 2 is enacted to read:

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

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

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

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

(i) data minimization;

(ii) prohibitions on 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;

(iii) limits on secondary data use;

(iv) security safeguards;

(v) breach notifications;

(vi) data retention and deletion requirements; and

(vii) directory information protections;

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

(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:

(i) human sexuality instruction;

(ii) sexual education;

(iii) maturation instruction;

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

(v) sexual-health-related information;

(e) prohibits addictive design features;

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

(i) biometric identifiers, except for:

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

## SB0267S01 compared with SB0267S05

- 203 (B) other biometric data explicitly required for a student's IEP or Section 504 accommodation plan; and  
205 (ii) behavioral or emotional signals for purposes of:  
206 (A) psychological profiling;  
207 (B) emotional manipulation;  
208 (C) commercial marketing or advertising; or  
209 (D) any purpose other than improving educational outcomes;  
210 (g) provides that any data collected under Subsection (1)(f):  
211 (i) is disclosed in the statewide digital privacy agreement;  
212 (ii) is the minimum amount necessary for the educational purpose;  
213 (iii) is not used for commercial purposes; and  
214 (iv) is subject to strict security safeguards;  
215 (h) requires a vendor to:  
216 (i) use encryption for data in transit and at rest;  
217 (ii) store and process all student data within the United States;  
218 (iii) disclose all sub-processors and obtain approval before use;  
219 (iv) prohibit background data collection when software is minimized or inactive; and  
220 (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;  
223 (i) prohibits software from accessing a device's camera and microphone unless:  
224 (i) necessary for an educational function; and  
225 (ii) disclosed in the digital privacy agreement;  
226 (j) prohibits a vendor from conditioning access, features, pricing, or support on a:  
227 (i) usage quota; or  
228 (ii) screen-time expectation; and  
229 (k) includes a termination-for-cause provision that:  
230 (i) requires the vendor to cure any violation of the digital privacy agreement within a timeline the state  
board establishes;  
232 (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 (1)(k)(i);  
235

## SB0267S01 compared with SB0267S05

- (iii) provides that the termination described in this Subsection (1)(k) may occur without penalty, early-termination fee, or additional obligation to the contracting entity;
- 238 (iv) requires the vendor to acknowledge that termination under this Subsection (1)(k) does not  
constitute a breach by the contracting entity; and
- 240 (v) when a vendor fails to cure as required under Subsection (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.
- 244 (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:
- 248 (a) the transmission or routing of data packets;
- 249 (b) the provision of wireless or broadband connectivity;
- 250 (c) network management, quality-of-service, cybersecurity, or fraud-prevention functions; or
- 252 (d) the provision of device-level operating systems or firmware updates that are not designed to collect,  
analyze, or monetize student data.

254 Section 3. Section 3 is enacted to read:

255 **53G-7-1403. Vendor -- Duties.**

- 256 (1)
- (a) Before the vendor allows an individual to install, assign, recommend, or otherwise make the  
software available for student use, the vendor shall:
- 258 (i) execute the statewide digital privacy agreement; and
- 259 (ii) procure an independent verification of the software to demonstrate that the vendor's software is  
academically effective.
- 261 (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:
- 264 (i) the vendor submits a verification plan to the state board within 90 days of initial use, including:
- 266 (A) a proposed methodology for demonstrating academic effectiveness;
- 267 (B) a timeline for completion of independent verification; and
- 268 (C) interim measures to assess educational value; and

## SB0267S01 compared with SB0267S05

- 269 (ii) the vendor demonstrates to the state board that the software:  
270 (A) aligns with state core education standards;  
271 (B) has research-supported pedagogical design; or  
272 (C) has been successfully used in other comparable educational settings.  
273 (c) A student may not use software made available under Subsection (1)(b) without consent from the  
student's parent.  
275 (d) A contracting entity shall notify a student's parent of:  
276 (i) the implementation of software on a provisional basis in accordance with Subsection (1)(b); and  
278 (ii) the consent required to use the software under Subsection (1)(c).  
279 (e) During the provisional period described in Subsection (1)(b), the contracting entity and vendor shall  
collect data necessary for academic effectiveness verification.  
281 (2) A vendor shall:  
282 (a) include the following in the process of obtaining the independent verification described in  
Subsection (1)(a):  
284 (i) a description of the evaluator's research or evaluation methods;  
285 (ii) identification of the student populations, grade levels, or instructional contexts under evaluation;  
287 (iii) evidence that the vendor did not produce, fund, or influence the results;  
288 (iv) disclosure of any limitations in the evidence or methodology; and  
289 (v) a determination of whether the software provides educational value sufficient to justify classroom  
use;  
291 (b) provide the state board access to all records, documents, and data necessary to complete the audits  
described in Section 53G-7-1405; and  
293 (c) execute the statewide digital privacy agreement before providing software or digital services to a  
contracting entity.  
295 (3) A vendor may appeal a finding of noncompliance, issued under Section 53G-7-1405, through the  
administrative process the state board establishes.  
297 (4) A vendor may not alter, supplement, replace, or modify the statewide digital privacy agreement.  
299 (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.  
302 (6) A vendor may not request or require that a parent or contracting entity:  
303 (a) waive any right under this part;

## SB0267S01 compared with SB0267S05

- (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, 2028.

## SB0267S01 compared with SB0267S05

(b) Between July 1, 2026, and July 1, 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, 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

## SB0267S01 compared with SB0267S05

- 364 (B) obtained the verification documentation;  
365 (iii) in performing the audits required under Subsection (2)(a)(i), review vendor compliance with:  
367 (A) the requirements of this part; and  
368 (B) Title 53E, Chapter 9, Student Privacy and Data Protection; and  
369 (iv) issue a written compliance report, following each audit required under this Subsection (2)(a),  
identifying:  
371 (A) findings of compliance and noncompliance;  
372 (B) required corrective actions; and  
373 (C) applicable timelines for remediation.  
374 (b) The state board may publish audit findings under Subsection (2)(a) to:  
375 (i) promote transparency; and  
376 (ii) make the public aware of compliant and noncompliant practices.  
377 (3) If the state board finds an LEA to be out of compliance with the requirements of Section  
53G-7-1404, the LEA shall:  
379 (a) discontinue use of the noncompliant software;  
380 (b) remedy the source of the noncompliance; and  
381 (c) implement a corrective-action plan to prevent future violations.  
382 (4) The state board shall provide:  
383 (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  
386 (b) implementation timelines and instructions necessary for contracting entities to achieve compliance.  
388 (5) The state board may prioritize technical guidance and transition support for:  
389 (a) vendors executing digital privacy agreements with multiple contracting entities;  
390 (b) statewide or consortium contracts; or  
391 (c) software with known privacy, safety, or effectiveness concerns.  
392 (6) An LEA may not use software other than instructional software in a public school for instruction of  
a student.  
394 (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.  
397 (8) An LEA shall:

## SB0267S01 compared with SB0267S05

- 398 (a) provide a parent, annually, with a list of all instructional software products:  
399 (i) for which the vendor has executed a statewide digital privacy agreement;  
400 (ii) for which a vendor has completed the independent verification of academic effectiveness required  
under Section 53G-7-1403; and  
402 (iii) that the LEA may assign, require, recommend, or otherwise made available for student use during  
the upcoming school year;  
404 (b) ensure that the list described in Subsection (8)(a) includes, at minimum:  
405 (i) the product name and vendor;  
406 (ii) the software's primary instructional purpose;  
407 (iii) a link to the software's statewide digital privacy agreement; and  
408 (iv) a link to the academic effectiveness verification a vendor is required to produce under Section  
53G-7-1403;  
410 (c) publish the list described in Subsection (8)(a) on the LEA's public website;  
411 (d) update the list described in Subsection (8)(a) within 10 business days of any addition or removal of  
a software product;  
413 (e) for any instructional software added during the course of the school year:  
414 (i) provide written notice to parents within 10 school days of the products approval;  
415 (ii) include links to the product's statewide digital privacy agreement and academic-effectiveness  
verification summary; and  
417 (iii) provide this notice before assigning the software or making it available for student use;  
419 (f) provide parents with written notice of any significant software update or change in data-collection or  
data-sharing practices that:  
421 (i) may affect compliance with the statewide digital privacy agreement; or  
422 (ii) may trigger new consent requirements under state or federal law; and  
423 (g) maintain a publicly accessible archive of instructional software that students previously used,  
including:  
425 (i) the software name and vendor; and  
426 (ii) the dates during which the product was in active use.  
427 (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:  
430 (a) create a statewide digital privacy agreement;

## SB0267S01 compared with SB0267S05

- (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 3. **Effective date.**

Effective Date.

This bill takes effect on July 1, 2026.

3-5-26 7:26 PM