SB0267S04 compared with SB0267S03

~~{Omitted text}~~ shows text that was in SB0267S03 but was omitted in SB0267S04
inserted text shows text that was not in SB0267S03 but was inserted into SB0267S04

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~~ } study best practices regarding the use of software in {~~a~~ } public {~~school~~} schools.

7 **Highlighted Provisions:**

8 This bill:

10 ‣ defines terms;

11 ‣ requires the state board to:

12 • {~~**create a statewide digital privacy agreement for educational software;**~~}

13 • {~~**ensure that all educational software used in a public school is executed under the statewide digital privacy agreement and academically effective;**~~}

15 • {~~**create a process for a vendor to certify that the vendor's software is academically effective;**~~}

17 • {~~**monitor compliance with certain requirements;**~~}

18 •

SB0267S03

{~~create~~} conduct a {~~list~~} study regarding the use of {~~approved~~} softwareand digital services in public schools;

- {~~**verify software as academically effective;**~~}
- {~~**create a process for a parent to submit a complaint; and**~~}
- {~~**create rules to implement the requirements of this section;**~~}

‣ {~~**creates exceptions for the statewide digital privacy agreement;**~~}

‣ {~~**requires a local education agency (LEA), the Utah Education and Telehealth Network, and the state board to:**~~}

- {~~**execute the statewide digital privacy agreement for all educational software contracts; and**~~}
- {~~**verify certain software is academically effective;**~~}

‣ {~~**requires the use of a digital privacy agreement for administrative software;**~~}

‣ {~~allows a vendor~~} review best practices related to {~~offer~~} the educational effectiveness, design, and data practices of software {~~to a contracting entity on a provisional basis~~} that students use;

‣ {~~requires an LEA to notify parents~~} publish guidance describing best practices for the responsible use of {~~all~~} software in a public school {~~uses during the school year~~} ;and

‣ {~~requires~~} upon request, report the findings of the {~~state board~~} study to {~~consult with the Office of~~} the {~~Attorney General~~} Education Interim Committee; and

‣ {~~**requires a vendor to:**~~}

- {~~**execute the statewide digital privacy agreement for all educational software contracts with a contracting entity; and**~~}
- {~~**verify all educational software is academically effective.**~~}

‣ **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

26 ENACTS:

27 **53E-3-527 (Effective 07/01/26), Utah Code Annotated 1953**

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}**~~

28

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;

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 [~~(c)~~] (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;

[~~(e)~~] (f) the report described in Section 53E-10-702 by Utah Leading through Effective, Actionable, and Dynamic Education;

[~~(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;

[~~(g)~~] (h) upon request, the report described in Section 53F-10-303 by the state board regarding the Rural School Sports Facilities Grant Program;

[~~(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;

[~~(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

[~~(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.

(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:

(a) beginning July 1, 2027, [~~Title 53E, Chapter 10, Part 3~~], Chapter 10, Part 3, Concurrent Enrollment;

(b) beginning July 1, 2027, Section 53F-2-408, Enhancement for Accelerated Students Program;

(c) beginning July 1, 2027, Section 53F-2-409, Concurrent enrollment funding;

(d) beginning July 1, 2027, Section 53F-2-415, Student health and counseling support -- Qualifying personnel -- Distribution formula -- Rulemaking;

(e) beginning July 1, 2028, Section 53F-2-416, Appropriation and distribution for the Teacher and Student Success Program;

(f) beginning July 1, 2028, Section 53F-2-510, Digital Teaching and Learning Grant Program;

(g) beginning July 1, 2028, Section 53F-9-306, Teacher and Student Success Account;

(h) beginning July 1, 2028, Title 53G, Chapter 7, Part 13, Teacher and Student Success Program; and

(i) beginning July 1, 2029, Section 53F-2-502, Dual language immersion.

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

53E-3-527. Software in public schools study.

(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;
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 (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)
(i) "Student data" means the same as that term is defined in Section 53E-9-301.
203 (ii) "Student data" includes a student's:
204 (A) personal data as that term is defined in Section 13-61-101;
205 (B) metadata, device identifiers, and clickstream data;
206 (C) behavioral, engagement, or usage data; and
207 (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;
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 (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.
52 Section 1. Section **1** is enacted to read:
53 **Part 14. Software Policy**
54 **53G-7-1401. General provisions -- Definitions.**
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.
58 (2) "Academically effective" means software that:
59 (a) is designed to provide support, or enable student active learning, skill development, or academic progress in the intended subject area;
61 (b) where applicable, aligns with the public education core standards described in Section 53E-4-202;
63 (c) does not employ design features that primarily:
64 (i) interfere with active learning; or
65 (ii) undermine teacher instructional authority; and
66 (d) contributes to or enables measurable academic progress or skill development when used 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.
71 (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.
74 (b) "Addictive design feature" includes the following features:
75 (i) infinite scroll;
76 (ii) autoplay that continues beyond the educational task or lesson;
77 (iii) points, badges, or other gamification rewards tied to time spent on the product rather than learning objectives or academic progress;
79 (iv) persistent notifications prompting re-engagement when the product is not actively in use, unless:

81 (A) a teacher initiates the notification; and
82 (B) the notification is directly related to assigned schoolwork;
83 (v) personalized recommendation systems designed to maximize time-on-platform rather than learning outcomes; or
85 (vi) engagement metrics, streaks, or social comparison features designed to create fear of missing out or compulsive checking behavior.
87 (c) "Addictive design feature" does not include a:
88 (i) recommendation of next lessons or learning activities based on curriculum progression or mastery of prerequisites;
90 (ii) notification about a teacher-assigned or course-required assignment, deadline, or teacher feedback; or
92 (iii) feature that 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.
95 (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.
98 (7) "Contracting entity" means the following entities if that entity contracts with a vendor for software:
100 (a) an LEA;
101 (b) the state board; or
102 (c) UETN.
103 (8) "Digital privacy agreement" means a contract between a contracting entity and a digital provider that:
105 (a) ensures compliance with Title 53E, Chapter 9, Student Privacy and Data Protection; and
107 (b) governs access, use, protection, retention, and disclosure of student data.
108 (9)
(a) "Educational purpose" means a purpose directly related to:
109 (i) student instruction;
110 (ii) assessment of a student; or
111 (iii) school operations necessary for instruction of a student.
112 (b) "Educational purpose" does not include:
113 (i) marketing;

114 (ii) targeted advertising;
115 (iii) behavioral profiling; or
116 (iv) any other commercial purpose.
117 (10) "Educational software" means software that:
118 (a) serves an educational purpose;
119 (b) is designed for student instruction, assessment, or instructional support;
120 (c) is executed under the statewide digital privacy agreement; and
121 (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.
133 (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.
138 (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:
140 (i) runs on or is accessible from a school-issued device; or
141 (ii) an LEA assigns, requires, installs, or otherwise makes available for student use in connection with classroom instruction, including through a school-issued account or identity.
144 (b) "Software" includes software an individual uses during school hours in connection with school-related purposes for:
146 (i) instruction;

147 (ii) assessment;
148 (iii) communication;
149 (iv) collaboration; or
150 (v) enrichment.
151 (c) "Software" does not include physical, electronic hardware.
152 (17) "Statewide digital privacy agreement" means the digital privacy agreement the state board creates in accordance with Section 53G-7-1402.
154 (18)
(a) "Student data" means the same as that term is defined in Section 53E-9-301.
155 (b) "Student data" includes a student's:
156 (i) personal data as that term is defined in Section 13-61-101;
157 (ii) metadata, device identifiers, and clickstream data;
158 (iii) behavioral, engagement, or usage data; and
159 (iv) information a software collects, generates, or infers in the course of student use.
160 (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.
167 (21) "Utah Education and Telehealth Network" or "UETN" means the same as that term is defined in Section 53H-4-213.1.
169 (22)
(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.
174 (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.**

178 (1) The state board shall create a statewide digital privacy agreement, before July 1, 2027, that:

180 (a) governs student use of educational software and digital services in a public school for:

182 (i) kindergarten through grade 6; and

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

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

186 (i) data minimization;

187 (ii) prohibitions on 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;

193 (iii) limits on secondary data use;

194 (iv) security safeguards;

195 (v) breach notifications;

196 (vi) data retention and deletion requirements; and

197 (vii) directory information protections;

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

199 (d) requires that educational software may not display, recommend, algorithmically generate, or provide access to any instructional or supplemental content that constitutes:

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

203 (ii) sexual exploitation or abuse;

204 (e) prohibits addictive design features;

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

206 (i) biometric identifiers, except for:

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

208 (B) other biometric data explicitly required for a student's IEP or Section 504 accommodation plan; and

210 (ii) behavioral or emotional signals for purposes of:

211 (A) psychological profiling;

212 (B) emotional manipulation;
213 (C) commercial marketing or advertising; or
214 (D) any purpose other than improving educational outcomes;
215 (g) provides that any data collected under Subsection (1)(f):
216 (i) is disclosed in the statewide digital privacy agreement;
217 (ii) is the minimum amount necessary for the educational purpose;
218 (iii) is not used for commercial purposes; and
219 (iv) is subject to strict security safeguards;
220 (h) requires a vendor to:
221 (i) use encryption for data in transit and at rest;
222 (ii) disclose the use of sub-processors; and
223 (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;
226 (i) prohibits educational software from accessing a device's camera and microphone unless:
228 (i) necessary for an educational function; and
229 (ii) disclosed in the digital privacy agreement;
230 (j) prohibits a vendor from conditioning access, features, pricing, or support on a:
231 (i) usage quota; or
232 (ii) screen-time expectation;
233 (k) includes a termination-for-cause provision that:
234 (i) requires the vendor to cure any violation of the digital privacy agreement within a timeline the state board establishes;
236 (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);
239 (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;
242 (iv) requires the vendor to acknowledge that termination under this Subsection (1)(k) does not constitute a breach by the contracting entity; and
244

(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; 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.**

271 (1) Before the vendor allows a contracting entity to install, assign, or otherwise make the educational software available for student use, the vendor shall:

273 (a) execute the statewide digital privacy agreement; and

274 (b) subject to Section 53G-7-1407, verify that the educational software is academically effective through self-verification or independent verification, in accordance with the process the state board creates in Section 53G-7-1405.

277 (2) A vendor shall:
278 (a) submit to the state board a written certification that the educational software is academically effective;
280 (b) comply with the rules and timelines the state board establishes under Section 53G-7-1405;
282 (c) provide the state board access to all records, documents, and data necessary to comply with the monitoring requirements described in Section 53G-7-1405; and
284 (d) execute the statewide digital privacy agreement before providing educational software or digital services to a contracting entity.
286 (3) A vendor may appeal a finding of noncompliance, issued under Section 53G-7-1405, through the administrative process the state board establishes.
288 (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
293 (b) request or require that a parent or contracting entity:
294 (i) waive any right under this part;
295 (ii) agree to arbitration that limits this part; or
296 (iii) accept liability limitations inconsistent with this part.
297 Section 4. Section **4** is enacted to read:
298 **53G-7-1404. Contracting Entity -- Duties.**
299 (1) A contracting entity shall:
300 (a) execute the statewide digital privacy agreement for any educational software the contracting entity adopts or continues using;
302 (b) unless the entity is contracting for an educational software that the state board has previously approved and listed on the list described in Subsection 53G-7-1405(1)(a)(ii), obtain documentation of a vendor's verification of academic effectiveness, in accordance with the timelines and rules the state board establishes under Section 53G-7-1405, before adopting or continuing use of the educational software for an individual to:
308 (i) install;
309 (ii) assign; or
310 (iii) make available for student use;

311 (c) submit to the state board for listing:
312 (i) the executed statewide digital privacy agreement required under Subsection (1); and
314 (ii) if necessary under Subsection (1)(b), the verification documentation described in Subsection (1)(b); and
316 (d) provide the state board access to all records, documents, and data necessary to comply with the monitoring requirements described in Section 53G-7-1405.
318 (2) A contracting entity may:
319 (a) charge a reasonable fee to a vendor to administer the requirements of this section; and
320 (b) appeal a finding of noncompliance the state board issues under Section 53G-7-1405 through the administrative process the state board establishes.
322 (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 January 1, 2028, complies with the requirements of this section before July 1, 2029.
329 (b) Between January 1, 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.**
334 (1)
(a) The state board shall:
335 (i) ensure that educational software is not available for use in student instruction without verifying the software for academic effectiveness;
337 (ii) maintain a public list of independent evaluators that a vendor may use to verify educational software as academically effective; 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

342 (B) independent verification.

343 (b) The state board may consult software vendors for technical input regarding functionality or implementation of the requirements of this section.

345 (2)

(a) The state board shall:

346 (i) monitor compliance with this section;

347 (ii) beginning July 1, 2029, periodically monitor each LEA to confirm that, for every educational software product students use that is not on the state board approved list described in Subsection (1)(a)(ii), the LEA has:

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

351 (B) obtained the verification documentation; and

352 (iii) issue a written compliance report, when monitoring compliance under this Subsection (2)(a), identifying:

354 (A) findings of compliance and noncompliance;

355 (B) required corrective actions; and

356 (C) applicable timelines for remediation.

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

358 (i) promote transparency; and

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

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

362 (a) discontinue use of the noncompliant educational software;

363 (b) remedy the source of the noncompliance; and

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

365 (4) The state board shall provide:

366 (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

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

371 (5) The state board may prioritize technical guidance and transition support for:
372 (a) vendors executing digital privacy agreements with multiple contracting entities;
373 (b) statewide or consortium contracts; or
374 (c) software with known privacy, safety, or effectiveness concerns.
375 (6) An LEA may not use software other than educational software in a public school for instruction of a student.
377 (7) Before an LEA enters into a digital privacy agreement with a vendor for 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.
381 (8) An LEA shall:
382 (a) provide a parent, annually, with a list of all educational software products:
383 (i) for which the vendor has executed a statewide digital privacy agreement;
384 (ii) for which a vendor has completed the verification of academic effectiveness required under Section 53G-7-1403; and
386 (iii) that the LEA may assign, require, recommend, or otherwise made available for student use during the upcoming school year;
388 (b) ensure that the list described in Subsection (8)(a) includes, at minimum:
389 (i) the product name and vendor;
390 (ii) the educational software's primary instructional purpose;
391 (iii) a link to the educational software's statewide digital privacy agreement; and
392 (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;
394 (c) publish the list described in Subsection (8)(a) on the LEA's public website; and
395 (d) update the list described in Subsection (8)(a) with any addition or removal of an educational software product.
397 (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:
400 (a) create a statewide digital privacy agreement;
401 (b) create an administrative process for a parent to submit a complaint in accordance with Section 53G-7-1406;
403 (c) create a process for vendors and contracting entities to appeal a finding of noncompliance;

405 (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);
419 (e) create standards and a process for approving and listing the educational software described in Subsection (1)(a)(ii); and
421 (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.**
425 (1)
(a) A parent may submit a written complaint to the state board alleging:
426 (i) a contracting entity using educational software without executing a statewide digital privacy agreement;
428 (ii) a contracting entity using educational software without being verified as academically effective; or
430 (iii) a vendor's violation of the statewide digital privacy agreement.
431 (b) Upon receiving a complaint described in Subsection (1)(a), the state board shall consult with the Office of the Attorney General to:
433 (i) review the complaint;
434 (ii) determine if a violation has occurred;
435 (iii) notify the parent of the determination; and

436 (iv) take appropriate enforcement action under this part if noncompliance is found.
437 (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.
271 Section 3. **Effective date.**
Effective Date.
This bill takes effect on July 1, 2026.
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