

Nicholeen P. Peck proposes the following substitute bill:

School Materials Amendments

2026 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Nicholeen P. Peck

Senate Sponsor:

LONG TITLE

General Description:

This bill amends and enacts provisions regarding the accessibility of sensitive material through digital instructional material in a school setting.

Highlighted Provisions:

This bill:

- defines terms;
- requires each local education agency (LEA) to:
 - provide certain information to a parent;
 - screen each instructional material an LEA adds to the LEA's collection of instructional materials;
 - adopt certain policies; and
 - acquire academically rigorous materials for a school library;
- requires the state board to qualify a book reviewer to review instructional material for an LEA;
- requires the state board, an LEA, or UETN to:
 - remove access to digital instructional material that a vendor provides after a certain threshold of violations;
 - remove instructional material under certain circumstances; and
 - require a vendor to remove certain instructional material;
- prohibits a vendor from:
 - advertising to a student; or
 - including certain live links in the instructional material;
- requires a vendor to notify a party the vendor contracts with under certain circumstances;
- creates a private right of action; 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:

53G-10-103, as last amended by Laws of Utah 2025, Chapter 173

ENACTS:

53G-10-308, Utah Code Annotated 1953

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

Section 1. Section **53G-10-103** is amended to read:

53G-10-103 . Sensitive instructional materials.

(1) As used in this section:

(a) "Contracting entity" means the entity, including the LEA governing board, the state board, or UETN, that contracts with a vendor for a given digital instructional material, including a digital database.

~~[(a)]~~ (b)(i) "Instructional material" means a material, regardless of format, used:

(A) as or in place of textbooks to deliver curriculum within the state curriculum framework for courses of study by students; or

(B) to support a student's learning in any school setting.

(ii) "Instructional material" includes reading materials, handouts, videos, digital materials, websites, online applications, and live presentations.

(iii) "Instructional material" does not mean exclusively library materials.

~~[(b)]~~ (c) "LEA governing board" means[÷] the same as that term is defined in Section 53E-1-102.

~~[(i) for a school district, the local school board;]~~

~~[(ii) for a charter school, the charter school governing board; or]~~

~~[(iii) for the Utah Schools for the Deaf and the Blind, the state board.]~~

~~[(e)]~~ (d) "Material" means the same as that term is defined in Section 76-5c-101.

~~[(d)]~~ (e) "Minor" means any person less than 18 years old.

~~[(e)]~~ (f) "Objective sensitive material" means an instructional material that constitutes pornographic or indecent material, as that term is defined in Section 76-5c-208, under the non-discretionary standards described in Subsections 76-5c-207(1)(a)(i)(A), (B),

or (C).

[(f)] (g) "Public school" means:

- (i) a district school;
- (ii) a charter school; or
- (iii) the Utah Schools for the Deaf and the Blind.

[(g)] (h)(i) "School setting" means, for a public school:

- (A) in a classroom;
 - (B) in a school library; or
 - (C) on school property.
- (ii) "School setting" includes the following activities that an organization or individual or organization outside of a public school conducts, if a public school or an LEA sponsors or requires the activity:
- (A) an assembly;
 - (B) a guest lecture;
 - (C) a live presentation; or
 - (D) an event.

[(h)] (i)(i) "Sensitive material" means an instructional material that constitutes objective sensitive material or subjective sensitive material.

(ii) "Sensitive material" does not include an instructional material:

- (A) that an LEA selects under Section 53G-10-402;
- (B) for a concurrent enrollment course that contains sensitive material and for which a parent receives notice from the course provider of the material before enrollment of the parent's child and gives the parent's consent by enrolling the parent's child;
- (C) for medical courses;
- (D) for family and consumer science courses; or
- (E) for another course the state board exempts in state board rule.

(iii) "Subjective sensitive material" means an instructional material that constitutes pornographic or indecent material, as that term is defined in Section 76-5c-208, under the following factor-balancing standards:

- (A) material that is harmful to minors under Section 76-5c-101;
- (B) material that is pornographic under Section 76-5c-101; or
- (C) material that includes certain fondling or other erotic touching under Subsection 76-5c-207(1)(a)(i)(D).

(j) "UETN" means the Utah Education and Telehealth Network, created in Section 53H-4-213.1.

(k) "Vendor" means an entity that provides digital instructional material to students in a school setting:

(i) under a contract with a contracting entity; or

(ii) through donating the digital instructional material.

(2)(a) Sensitive materials are prohibited in the school setting.

(b) A public school or an LEA may not:

(i) adopt, use, distribute, provide a student access to, or maintain in the school setting, sensitive materials; or

(ii) permit a speaker or presenter in the school setting to display or distribute sensitive materials.

(c) In evaluating, selecting, or otherwise considering action related to a given instructional material under this section, each public school and each LEA shall prioritize protecting children from the harmful effects of illicit pornography over other considerations in evaluating instructional material.

(d) If an instructional material constitutes objective sensitive material:

(i) a public school or an LEA is not required to engage in a review under a subjective sensitive material standard; and

(ii) the outcome of a subjective sensitive material evaluation has no bearing on the non-discretionary objective sensitive material conclusion.

(3)(a) Except as provided in Subsection (3)(b), the following individuals may initiate a sensitive material review under this section:

(i) an employee of the relevant LEA;

(ii) a student who is enrolled in the relevant LEA;

(iii) a parent of a child who is enrolled in the relevant LEA; or

(iv) a member of the relevant LEA governing board.

(b)(i) As used in this Subsection (3)(b), "unsuccessful challenge" means an allegation that a given instructional material constitutes sensitive material that the LEA concludes to be erroneous, either on direct review or on appeal to the LEA governing board, resulting in the retention of the given instructional material.

(ii) Notwithstanding Subsection (3)(a), after an individual makes three unsuccessful challenges during a given academic year, the individual may not trigger a sensitive material review under this section during the remainder of the given

- 131 academic year.
- 132 (4) Upon receipt of an allegation from an individual described in Subsection (3)(a), an LEA
- 133 shall:
- 134 (a)(i) make an initial determination as to whether the allegation presents a plausible
- 135 claim that the challenged instructional material constitutes sensitive material,
- 136 including whether the allegation includes excerpts and other evidence to support
- 137 the allegation; and
- 138 (ii) if the LEA determines that the allegation presents a plausible claim that the
- 139 challenged instructional material constitutes sensitive material under Subsection
- 140 (4)(a)(i), immediately remove the challenged material from any school setting that
- 141 provides student access to the challenged material until the LEA completes the
- 142 LEA's full review of the challenged material under this section;
- 143 (b)(i) engage in a review of the allegations and the challenged instructional material
- 144 using the objective sensitive material standards; and
- 145 (ii) if the LEA makes a determination that the challenged instructional material
- 146 constitutes objective sensitive material, ensure that the material remains
- 147 inaccessible to students in any school setting;
- 148 (c) only if the LEA makes a determination that the challenged instructional material
- 149 does not constitute objective sensitive material:
- 150 (i) review the allegations and the challenged instructional material under the
- 151 subjective material standards, ensuring that the review includes parents who are
- 152 reflective of the members of the school's community when determining if an
- 153 instructional material is subjective sensitive material;
- 154 (ii) allow student access to the challenged instructional material during the LEA's
- 155 subjective sensitive material review if the student's parent gives consent regarding
- 156 the specific challenged instructional material; and
- 157 (iii) if the LEA makes a determination that the challenged instructional material
- 158 constitutes subjective sensitive material, ensure that the material is inaccessible to
- 159 students in any school setting, including the termination of the parent consent
- 160 option described in Subsection (4)(c)(ii); and
- 161 (d) communicate to the state board[-] :
- 162 (i) the allegation[-~~and~~-] ;
- 163 (ii) the LEA's final determination regarding the allegation and the challenged
- 164 instructional material[-] ; and

(iii) if the challenged instructional material is digital material, the vendor providing access to the digital material.

(5)(a) An individual described in Subsection (3)(a) may appeal an LEA's decision regarding a sensitive material review, regardless of whether the LEA removed or retained the challenged instructional material, to the LEA governing board.

(b) An LEA governing board shall vote in a public board meeting to decide the outcome of a sensitive material review appeal, clearly identifying:

(i) the board's rationale for the decision; and

(ii) the board's determination on each component of the statutory and any additional policy standards the board uses to reach the board's conclusions.

(6) An LEA governing board may not enact rules or policies that prevent the LEA governing board from:

(a) revisiting a previous decision;

(b) reviewing a recommendation of LEA personnel or a parent-related committee regarding a challenged instructional material; or

(c) reconsidering a challenged instructional material if the LEA governing board receives additional information regarding the material.

(7)(a) Except as provided in Subsection (7)(d), if the threshold described in Subsection (7)(b) is met, each LEA statewide shall remove the relevant instructional material from student access.

(b) The requirement described in Subsection (7)(a) to remove a given material from student access applies if the following number of LEAs makes a determination that a given instructional material constitutes objective sensitive material:

(i) at least three school districts; or

(ii) at least two school districts and five charter schools.

(c) The state board shall:

(i) aggregate allegations and LEA determinations described in Subsection (4)(d); and

(ii) no later than 10 school days after the day on which the condition described in Subsection (7)(b) occurs, communicate to all LEAs the application of the requirement described in Subsection (7)(a) to remove the material from student access.

(d)(i) When the threshold described in Subsection (7)(b) is met for a given instructional material, in addition to making the communication described in Subsection (7)(c), the state board may:

- 199 (A) place the material on the agenda of a public board meeting within 60 days
200 after the day on which the state board makes the communication to LEAs
201 under Subsection (7)(c); and
- 202 (B) at the specified state board meeting, vote to overturn the application of the
203 requirement described in Subsection (7)(a) to remove a given material from
204 student access statewide.
- 205 (ii) If the state board votes to overturn the application of the statewide removal
206 requirement described in Subsection (7)(a) under Subsection (7)(d)(i):
- 207 (A) the statewide removal requirement described in Subsection (7)(a) no longer
208 applies;
- 209 (B) an LEA may choose to return the given material to student access; and
- 210 (C) nothing affects the findings of an LEA governing board regarding removal of
211 the given material within the board's LEA.
- 212 (e) This Subsection (7) applies to sensitive materials that LEAs remove from student
213 access, regardless of whether:
- 214 (i) the sensitive material determinations occur in the same academic year; or
- 215 (ii) a sensitive material determination occurred before July 1, 2024.
- 216 (f) Each LEA, the state board, and UETN shall remove student access that the LEA,
217 state board, or UETN facilitates to any material that a vendor provides if three
218 separate items of digital instructional material that the vendor provides are subject to
219 statewide removal under this section.
- 220 (8) The state board shall:
- 221 (a) in consultation with the Office of the Attorney General, provide guidance and
222 training to support public schools in identifying instructional materials that meet the
223 definition of sensitive materials under this section;
- 224 (b) establish a process through which an individual described in Subsection (3)(a) may
225 report to the state board an allegation that an LEA is out of compliance with this
226 section;[~~and~~]
- 227 (c) annually report to the Education Interim Committee, at or before the November
228 interim meeting, on implementation and compliance with this section, including:
- 229 (i) any policy the state board or an LEA adopts to implement or comply with this
230 section;
- 231 (ii) any rule the state board makes to implement or comply with this section; and
- 232 (iii) any complaints an LEA or the state board receives regarding a violation of this

- 233 section, including:
- 234 (A) action taken in response to a complaint described in this Subsection (8)(c)(iii);
- 235 (B) if an LEA retains an instructional material for which the LEA or the state
- 236 board receives a complaint, the LEA's rationale for retaining the instructional
- 237 material; and
- 238 (C) compliance failures that the state board identifies through the reporting
- 239 process described in Subsection (8)(b) and other investigations or research[-] ;
- 240 and
- 241 (d) qualify one established book reviewer, that an LEA may use to comply with the
- 242 requirements of Subsection (11), to provide the following services without cost to the
- 243 state board or LEA:
- 244 (i) identifying and comparing material that potentially contains sensitive material to
- 245 state education standards and sensitive material requirements; and
- 246 (ii) screening the instructional materials described in Subsection (8)(d)(i) for a
- 247 violation of this section using technology, including artificial intelligence assisted
- 248 analysis, or other methods.
- 249 (9) The state shall defend, indemnify, and hold harmless a person acting under color of state
- 250 law to enforce this section for any claims or damages, including court costs and attorney
- 251 fees, that:
- 252 (a) a person brings or incurs as a result of this section; and
- 253 (b) is not covered by the person's insurance policies or any coverage agreement that the
- 254 State Risk Management Fund issues.
- 255 (10) Subject to prioritization of the Audit Subcommittee created in Section 36-12-8, the
- 256 Office of the Legislative Auditor General shall:
- 257 (a) conduct an audit of each school district's compliance with this section, ensuring the
- 258 completion of all school district audits before November 2028; and
- 259 (b) annually report to the Education Interim Committee regarding completed sensitive
- 260 material audits under this Subsection (10).
- 261 (11) Each LEA shall:
- 262 (a) notify a parent annually of the process required to report a potentially sensitive
- 263 material under this section;
- 264 (b) screen each instructional material an LEA adds to the LEA's collection of
- 265 instructional materials for sensitive materials;
- 266 (c) before the beginning of the 2026-2027 school year, adopt a policy for:

- 267 (i) the selection of instructional materials that prevent potentially sensitive materials
268 from entering a school, including:
269 (A) materials in the school library;
270 (B) artificial intelligence tools the state board provides; and
271 (C) digital instructional materials; and
272 (ii) collecting academically rigorous materials in accordance with Section
273 53G-10-308; and
274 (d) ensure that each LEA or school-provided device, database, or service that allows a
275 student to access digital instructional material includes a filter or other software
276 service:
277 (i) that prohibits access to sensitive material;
278 (ii) that uses blocked keyword lists; and
279 (iii) for which LEA personnel decrypt websites to ensure the efficacy of the filtering,
280 including any online school library and other encrypted websites that students
281 commonly access.
282 (12)(a) The state board, an LEA, and UETN may refuse donations of materials by a
283 vendor or nonprofit if the materials contain sensitive material.
284 (b)(i) In either of the following instances, the vendor shall eliminate the segment of
285 the digital instructional material containing the objective sensitive material or
286 otherwise remove access to the sensitive material:
287 (A) for material under a contract of an LEA, the LEA governing board
288 determining that the digital instructional material is or contains objective
289 sensitive material; or
290 (B) for material under a contract of the state board or UETN, an LEA reporting to
291 the state board that the LEA governing board has determined that the digital
292 instructional material is or contains objective sensitive material.
293 (ii) A contracting entity shall, without any penalty or any further financial obligation,
294 rescind or otherwise terminate a contract for a vendor to provide instructional
295 material into which the contracting entity enters on or after July 1, 2027, after
296 three instances of a vendor failing to comply with Subsection (12)(b)(i).
297 (c) For digital instructional material that is found through the processes described in this
298 section to contain sensitive material, the state board, an LEA, or UETN shall:
299 (i) remove the segment of digital instructional material from the relevant curriculum;
300 or

(ii) require the vendor to remove the segment of digital instructional material from the relevant curriculum.

(13)(a) A vendor that contracts with a contracting entity to provide an instructional material shall notify the contracting entity of any update, modification, or addition to the digital instructional material the vendor provides that contains or constitutes sensitive material, including links to other material or websites from within the digital instructional material.

(b) A vendor may not:

(i) advertise products or services to a student when the student is using instructional materials the vendor provides;

(ii) allow a third-party to advertise products or services to a student, either through direct advertisement, or through the inclusion of advertising content within the instructional material; or

(iii) include live links or website addresses in the materials the vendor provides to sites or material outside the vendor's material that:

(A) contains objective sensitive material;

(B) is not educationally focused;

(C) advertises products or services; or

(D) does not align with the state's academic core standards the state board establishes.

(14)(a) A parent whose student is exposed to objective sensitive material, as the objective sensitive material process described in Subsection (4)(b) determines, has a private right of action against the LEA or vendor responsible for knowingly retaining the objective sensitive material and exposing the student to the objective sensitive material under this section.

(b) If a parent prevails in an action under Subsection (14)(a):

(i) the court shall:

(A) award reasonable costs to the parent; and

(B) require the defendant to pay the parent's attorney fees; and

(ii) the parent may recover:

(A) actual damages; and

(B) liquidated damages of \$500 for each instance of objective sensitive material to which the parent's student is exposed in violation of this section.

(c) Notwithstanding Subsection (14)(a), a parent may not bring a civil action against an

employee of the LEA in the employee's individual capacity.

Section 2. Section **53G-10-308** is enacted to read:

53G-10-308 . Academic rigor of books in a school library.

- (1) As used in this section, "academically rigorous" means content that meaningfully advances core academic standards by requiring sustained comprehension, analysis, and subject-matter learning beyond materials intended primarily for entertainment.
- (2) An LEA shall require a school within the LEA to:
- (a) ensure the acquisition and accessibility of academically rigorous books including primary sources and scholarly works focused on:
 - (i) United States history; and
 - (ii) Utah history;
 - (b) maintain a collection of biographies on the founders and other historically influential figures who have shaped the course of United States and Utah history; and
 - (c) when choosing textbooks and curriculum, ensure alignment with state standards.

Section 3. **Effective Date.**

This bill takes effect on July 1, 2026.