1   **Software in Education Amendments**

2026 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Kirk A. Cullimore

House Sponsor:

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3   **LONG TITLE**

4   **General Description:**

5   This bill creates certain requirements and accountability procedures regarding a student's

6   use of software in a public school.

7   **Highlighted Provisions:**

8   This bill:

9   ‣ defines terms;

10   ‣ requires the State Board of Education to:

11   • create a statewide digital privacy agreement;

12   • ensure that all software used in a public school is executed under the statewide digital

13   privacy agreement and academically effective;

14   • create a master list for software used in public schools;

15   • create a list of approved software;

16   • independently verify software as academically effective;

17   • enforce compliance with the requirements of this section through periodic audits;

18   • create a process for a parent to submit a complaint; and

19   • create rules to implement the requirements of this section;

20   ‣ requires a local education agency (LEA), the Utah Education and Telehealth Network,

21   and the State Board of Education to:

22   • execute the statewide digital privacy agreement for all software contracts; and

23   • verify certain software is academically effective;

24   ‣ requires an LEA to notify parents of all software a public school uses during the school

25   year;

26   ‣ requires the state board to consult with the Office of the Attorney General; and

27   ‣ requires a vendor to:

28   • execute the statewide digital privacy agreement for all software contracts with a

29   contracting entity; and

30   • demonstrate that the vendor's software is academically effective.

31   **Money Appropriated in this Bill:**

32   None

33   **Other Special Clauses:**

34   This bill provides a special effective date.

35   **Utah Code Sections Affected:**

36   ENACTS:

37   **53G-7-1401**, Utah Code Annotated 1953

38   **53G-7-1402**, Utah Code Annotated 1953

39   **53G-7-1403**, Utah Code Annotated 1953

40   **53G-7-1404**, Utah Code Annotated 1953

41   **53G-7-1405**, Utah Code Annotated 1953

42   **53G-7-1406**, Utah Code Annotated 1953

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

45   Section 1. Section **53G-7-1401** is enacted to read:

46   **Part 14. Software Policy**

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

48   As used in this part:

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

50   (a) is designed to support student learning, skill development, or academic performance

51   in the intended subject area, as supported by:

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

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

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

55   (iv) independent evaluation demonstrating educational value;

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

57   where applicable to the software's educational purpose;

58   (c) demonstrates instructional value through:

59   (i) supporting differentiated instruction;

60   (ii) providing formative assessment and feedback;

61   (iii) engaging students in active learning;

62   (iv) supplementing teacher instruction; or

63   (v) other recognized effective educational practices;

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

65   (i) distract from learning objectives;

66   (ii) prioritize entertainment over educational content; or

67   (iii) undermine teacher instructional authority; and

68   (e) has potential to produce positive academic outcomes when used appropriately in a

69   classroom setting as part of a comprehensive instructional program.

70 (2)(a) "Addictive design feature" means a feature or component of a digital or online

71   product that encourages or increases a student's frequency, time spent, or engagement

72   with the product.

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

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

75   (ii) points, badges, or other gamification rewards tied primarily to time spent on the

76   product rather than learning achievement or academic progress;

77   (iii) persistent notifications prompting re-engagement when the product is not

78   actively in use, unless directly related to assigned schoolwork or teacher

79   communication;

80   (iv) personalized recommendation systems designed to maximize time-on-platform

81   rather than learning outcomes; or

82   (v) engagement metrics, streaks, or social comparison features designed to create fear

83   of missing out or compulsive checking behavior.

84   (c) "Addictive design feature" does not include:

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

86   (ii) recommendations of next lessons or learning activities based on curriculum

87   progression or mastery of prerequisites;

88   (iii) notifications about upcoming assignments, deadlines, or teacher feedback; or

89   (iv) features that encourage productive academic engagement rather than passive

90   consumption.

91 (3) "Clickstream data" means data an LEA or third-party provider collects from a student's

92   use of an online service, application, or device that records the student's navigation or

93   sequence of actions.

94 (4) "Contracting entity" means the following entities if that entity contracts with a vendor

95   for software:

96   (a) an LEA;

97   (b) the state board;

98   (c) UETN; or

99   (d) any other entity receiving state funds.

100   (5) "Digital privacy agreement" means a contract between a contracting entity and a digital

101   provider that:

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

103   and

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

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

106   (i) student instruction;

107   (ii) assessment of a student; or

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

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

110   (i) marketing;

111   (ii) advertising;

112   (iii) behavioral profiling; or

113   (iv) any other commercial purpose.

114   (7) "Independently verified" means software that an impartial third party, with no financial

115   or contractual relationship with the vendor and with demonstrated expertise appropriate

116   to the type of software, checks for:

117   (a) safety;

118   (b) effectiveness; and

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

120   (8) "Instructional software" means software that is safe, legal, and effective because the

121   software is:

122   (a) part of a digital privacy agreement; and

123   (b) verified for academic effectiveness in accordance with the requirements of this

124   section.

125   (9) "School-issued device" means any electronic hardware device an LEA provides to a

126   student for educational use.

127   (10)(a) "Software" means any application, web-based service, plug-in, or other

128   code-based product, regardless of whether the application is free or for purchase, that:

129   (i) runs on or is accessible from a school-issued device or from a student-owned

130   device that the student uses for the student's education; and

131   (ii) an LEA assigns, requires, recommends, installs, or otherwise makes available for

132   student use in connection with classroom instruction.

133   (b) "Software" includes software an individual uses in connection with school-related

134   purposes for:

135   (i) instruction;

136   (ii) assessment;

137   (iii) communication;

138   (iv) collaboration;

139   (v) enrichment; or

140   (vi) recreation.

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

142 (11) "Statewide digital privacy agreement" means the digital privacy agreement the state

143   board creates in accordance with Section 53G-7-1402.

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

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

146   (i) personally identifiable information;

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

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

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

150 (13) "Sub-processor" means a third-party vendor or service that a primary data processor

151   engages to process personal data on the processor's behalf.

152 (14) "Utah Education and Telehealth Network" or "UETN" means the same as that term is

153   defined in Section 53H-4-213.1.

154 (15) "Vendor" means an entity that provides software, digital tools, digital services, or

155   related technology to a contracting entity for student use, whether free or paid.

156 (16) "Voice-print" means a digital representation of an individual's voice that a person

157   creates, derives, or uses to identify or authenticate the individual.

158   Section 2. Section **53G-7-1402** is enacted to read:

159   **53G-7-1402 . Statewide digital privacy agreement.**

160   The state board shall create a form statewide digital privacy agreement that:

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

162 (2) complies with the requirements of Title 53E, Chapter 9, Student Privacy and Data

163   Protection, including:

164   (a) data minimization;

165   (b) prohibitions on targeted advertising;

166   (c) limits on secondary data use;

167	(d) security safeguards;

167   (d) security safeguards;

168   (e) breach notifications;

169   (f) data retention and deletion requirements; and

170   (g) directory information protections;

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

172   (4) unless an LEA obtains parental consent in accordance with Section 53G-10-402,

173   requires that software may not display, recommend, algorithmically generate, or provide

174   access to any instructional or supplemental content that constitutes:

175   (a) human sexuality instruction;

176   (b) sexual education;

177   (c) maturation instruction;

178   (d) content relating to reproduction, contraception, sexual activity, or sexually

179   transmitted diseases; or

180   (e) sexual-health-related information;

181   (5) prohibits addictive design features;

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

183   (a) biometric identifiers, except for:

184   (i) voice recognition for speech-to-text accessibility features;

185   (ii) facial recognition for identity verification with parental consent; or

186   (iii) other biometric data explicitly required for educational accessibility;

187   (b) behavioral or emotional signals for purposes of:

188   (i) psychological profiling;

189   (ii) emotional manipulation;

190   (iii) commercial marketing or advertising; or

191   (iv) any purpose other than improving educational outcomes;

192   (c) voice-prints or keystroke dynamics for a purpose other than:

193   (i) speech-enabled learning applications;

194   (ii) accessibility accommodations;

195   (iii) typing instruction or assessment; or

196   (iv) preventing academic dishonesty; and

197   (d) precise geolocation, except for:

198   (i) school bus tracking applications;

199   (ii) emergency safety features; or

200   (iii) field trip management with parental consent;

201   (7) provides that any data collected under Subsection (6):

202   (a) is disclosed in the statewide digital privacy agreement;

203   (b) is the minimum amount necessary for the educational purpose;

204   (c) is not used for commercial purposes; and

205   (d) is subject to strict security safeguards;

206   (8) unless the software used in the classroom is integral to the subject matter of the course,

207   prohibits software from:

208   (a) using student data to train machine-learning models for commercial purposes

209   unrelated to improving educational outcomes for students;

210   (b) employing artificial intelligence systems that analyze a student's emotions, behavior,

211   or attention for purposes other than:

212   (i) providing personalized academic instruction, tutoring, or assessment;

213   (ii) identifying a student who may need additional academic support;

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

215   (iv) measuring academic progress and learning outcomes;

216   (c) generating or recommending content intended to influence a student's personal,

217   political, or religious beliefs; or

218   (d) using persuasive design techniques, behavioral nudges, or psychological

219   manipulation to maximize time-on-platform rather than learning outcomes;

220   (9) requires a vendor to:

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

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

223   (c) disclose all sub-processors and obtain approval before use;

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

225   (e) disclose to the contracting entity all data elements collected, third-party recipients,

226   embedded libraries and analytics tools, device-level permissions, and artificial

227   intelligence components and functions;

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

229   (a) necessary for an educational function; and

230   (b) disclosed in the digital privacy agreement;

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

232   (a) usage quota; or

233   (b) screen-time expectation; and

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

235   (a) requires the vendor to cure any violation of the digital privacy agreement within a

236   timeline the state board establishes;

237   (b) authorizes the contracting entity to terminate the contract if the vendor fails to cure

238   the violation of the digital privacy agreement required under Subsection (11)(a);

239   (c) provides that the termination described in this Subsection (12) may occur without

240   penalty, early-termination fee, or additional obligation to the contracting entity;

241   (d) requires the vendor to acknowledge that termination under this Subsection (12) does

242   not constitute a breach by the contracting entity; and

243   (e) when a vendor fails to cure as required under Subsection (12)(a), authorizes the state

244   board to direct the contracting entity to terminate the contract or terminate the

245   contracting entity's participation in the contract on the contracting entity's behalf.

246   Section 3. Section **53G-7-1403** is enacted to read:

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

248   (1)(a) Before the vendor allows an individual to install, assign, recommend, or otherwise

249   make the software available for student use, the vendor shall:

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

251   (ii) procure an independent verification of the software to demonstrate that the

252   vendor's software is academically effective.

253   (b) Notwithstanding Subsection (1)(a)(ii), a vendor may make software available for use

254   to a contracting entity on a provisional basis for up to 24 months from the initial

255   deployment of the software if:

256   (i) the vendor submits a verification plan to the state board within 90 days of initial

257   use, including:

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

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

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

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

262   (A) aligns with state core education standards;

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

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

265   (c) During the provisional period described in Subsection (1)(b), the contracting entity

266   and vendor shall collect data necessary for academic effectiveness verification.

267   (2) A vendor shall:

268   (a) include the following in the process of obtaining the independent verification

269   described in Subsection (1)(a):

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

271   (ii) identification of the student populations, grade levels, or instructional contexts

272   under evaluation;

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

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

275   (v) a determination of whether the software provides educational value sufficient to

276   justify classroom use;

277   (b) provide the state board access to all records, documents, and data necessary to

278   complete the audits described in Section 53G-7-1405; and

279   (c) execute the statewide digital privacy agreement before providing software or digital

280   services to a contracting entity.

281 (3) A vendor may appeal a finding of noncompliance, issued under Section 53G-7-1405,

282   through the administrative process the state board establishes.

283 (4) A vendor may not alter, supplement, replace, or modify the statewide digital privacy

284   agreement.

285 (5) A vendor-proposed privacy agreement, end-user license agreement, click-through terms,

286   terms of service, or substitute contract is void and unenforceable with respect to student

287   data or student use.

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

289   (a) waive any right under this part;

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

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

292   Section 4. Section **53G-7-1404** is enacted to read:

293   **53G-7-1404 . Contracting Entity -- Duties.**

294 (1) A contracting entity shall:

295   (a) execute the statewide digital privacy agreement for any software the contracting

296   entity adopts;

297   (b) unless the entity is contracting for a software that the state board has previously

298   approved and listed on the list described in Subsection 53G-7-1405(1)(a)(v), obtain

299   documentation of a vendor's independent verification, described in Subsection

300   53G-7-1403(1)(b), demonstrating that the software is academically effective before

301   the contracting entity makes the software available for an individual to:

302   (i) install;

303   (ii) assign;

304   (iii) recommend; or

305   (iv) make available for student use;

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

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

308   and

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

310   Subsection (1)(b); and

311   (d) provide the state board access to all records, documents, and data necessary to

312   complete the audits described in Section 53G-7-1405.

313   (2) A contracting entity may not alter, supplement, replace, or modify the statewide digital

314   privacy agreement.

315   (3) A contracting entity may appeal a finding of noncompliance the state board issues under

316   Section 53G-7-1405 through the administrative process the state board establishes.

317   (4)(a) A contracting entity shall ensure that a digital privacy agreement between a

318   vendor and a contracting entity executed before July 1, 2026, complies with the

319   requirements of this section before July 1, 2029.

320   (b) Between July 1, 2026, and July 1, 2029, a contracting entity may continue to use an

321   existing digital privacy agreement if the contracting entity actively works toward

322   compliance with the statewide digital privacy agreement.

323   Section 5. Section **53G-7-1405** is enacted to read:

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

325   (1)(a) The state board shall:

326   (i) ensure that software is not available for use in student instruction without an

327   independent evaluator verifying the software for academic effectiveness;

328   (ii) maintain a public list of independent evaluators that meet the standards described

329   in Subsection 53G-7-1403(2)(a);

330   (iii) create and maintain a statewide master list of software that students use in public

331   schools;

332   (iv) place software on the master list described in Subsection (1)(a)(iii) when a

333   contracting entity, in accordance with Section 53G-7-1404:

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

335   (B) obtains verification that the software is academically effective; and

336   (v) create and maintain a list of all software the state board approves for student use

337   under this section.

338   (b) A software's exclusion from the master list does not prevent a contracting entity from

339   using the software if the software meets the requirements of Section 53G-7-1404.

340   (c) A software's inclusion on the master list described in Subsection (1)(a)(iii) does not

341   constitute state board approval or endorsement.

342   (2)(a) The state board shall:

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

344   (A) contracting entities; and

345   (B) vendors;

346   (ii) beginning July 1, 2029, audit each LEA, at least once every three years, to

347   confirm that, for every software product students use that is not on the state board

348   approved list described in Subsection (1)(a)(v), the LEA has:

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

350   (B) obtained the verification documentation;

351   (iii) in performing the audits required under Subsection (2)(a)(i), review vendor

352   compliance with:

353   (A) the requirements of this part; and

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

355   (iv) issue a written compliance report, following each audit required under this

356   Subsection (2)(a), identifying:

357   (A) findings of compliance and noncompliance;

358   (B) required corrective actions; and

359   (C) applicable timelines for remediation.

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

361   (i) promote transparency; and

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

363   (3) If the state board finds an LEA to be out of compliance with the requirements of Section

364   53G-7-1404, the LEA shall:

365   (a) discontinue use of the noncompliant software;

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

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

368   (4) The state board shall provide:

369   (a) technical guidance and transition support to contracting entities and vendors

370   regarding the transition to the statewide digital privacy agreement and academic

371   effectiveness requirements; and
372   (b) implementation timelines and instructions necessary for contracting entities to
373   achieve compliance.
374 (5) The state board may prioritize technical guidance and transition support for:
375   (a) vendors executing digital privacy agreements with multiple contracting entities;
376   (b) statewide or consortium contracts; or
377   (c) software with known privacy, safety, or effectiveness concerns.
378 (6) An LEA may not use software other than instructional software in a public school for
379   instruction of a student.
380 (7) Before an LEA enters into a digital privacy agreement with a vendor, the LEA shall
381   ensure that the digital privacy agreement meets each of the requirements of the statewide
382   digital privacy agreement the state board creates under Section 53G-7-1402.
383 (8) An LEA shall:
384   (a) provide a parent, annually, with a list of all instructional software products:
385   (i) for which the vendor has executed a statewide digital privacy agreement;
386   (ii) for which a vendor has completed the independent verification of academic
387   effectiveness required under Section 53G-7-1403; and
388   (iii) that the LEA may assign, require, recommend, or otherwise made available for
389   student use during the upcoming school year;
390   (b) ensure that the list described in Subsection (8)(a) includes, at minimum:
391   (i) the product name and vendor;
392   (ii) the software's primary instructional purpose;
393   (iii) a link to the software's statewide digital privacy agreement; and
394   (iv) a link to the academic effectiveness verification a vendor is required to produce
395   under Section 53G-7-1403;
396   (c) publish the list described in Subsection (8)(a) on the LEA's public website;
397   (d) update the list described in Subsection (8)(a) within 10 business days of any addition
398   or removal of a software product;
399   (e) for any instructional software added during the course of the school year:
400   (i) provide written notice to parents within 10 school days of the products approval;
401   (ii) include links to the product's statewide digital privacy agreement and
402   academic-effectiveness verification summary; and
403   (iii) provide this notice before assigning the software or making it available for
404   student use;

405   (f) provide parents with written notice of any significant software update or change in

406   data-collection or data-sharing practices that:

407   (i) may affect compliance with the statewide digital privacy agreement; or

408   (ii) may trigger new consent requirements under state or federal law; and

409   (g) maintain a publicly accessible archive of instructional software that students

410   previously used, including:

411   (i) the software name and vendor; and

412   (ii) the dates during which the product was in active use.

413   (9) In accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, the

414   state board shall make rules to implement the requirements of this part, including rules

415   to:

416   (a) create a statewide digital privacy agreement;

417   (b) create an administrative process for a parent to submit a complaint in accordance

418   with Section 53G-7-1406;

419   (c) create a process for vendors and contracting entities to appeal a finding of

420   noncompliance;

421   (d) create a process for ensuring all software is academically effective;

422   (e) create standards and a process for approving and listing the software described in

423   Subsection (1)(a)(v);

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

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

426   (h) create a process for receiving and responding to complaints a parent submits under

427   Section 53G-7-1406.

428   Section 6. Section **53G-7-1406** is enacted to read:

429   **53G-7-1406 . Complaints -- Enforcement.**

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

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

432   agreement;

433   (ii) a contracting entity using software without being verified as academically

434   effective; or

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

436   (b) Upon receiving a complaint described in Subsection (1)(a), the state board shall

437   consult with the Office of the Attorney General to:

438   (i) review the complaint;

439   (ii) determine if a violation has occurred;

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

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

442   (2) A court shall award the Office of the Attorney General reasonable attorney fees, court

443   costs, and investigative expenses incurred in an action under this part.

444   Section 7. **Effective Date.**

445   This bill takes effect on July 1, 2026.