

Kirk A. Cullimore proposes the following substitute bill:

Software in Education Amendments

2026 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Kirk A. Cullimore

House Sponsor: Doug Fiefia

LONG TITLE

General Description:

This bill creates certain requirements and accountability procedures regarding a student's use of software in a public school.

Highlighted Provisions:

This bill:

- defines terms;
- requires the State Board of Education to:
 - create a statewide digital privacy agreement for educational software;
 - ensure that all software used in a public school is executed under the statewide digital privacy agreement and academically effective;
 - create a master list for software used in public schools;
 - create a process for a vendor to certify that the vendor's software is academically effective;
 - create a list of approved software;
 - verify software as academically effective;
 - enforce compliance with the requirements of this section through periodic audits;
 - 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 of Education to:
 - execute the statewide digital privacy agreement for all software contracts; and
 - verify certain software is academically effective;
- requires the use of a digital privacy agreement for administrative software;
- allows a vendor to offer educational software to a contracting entity on a provisional basis;

- 29 ▶ requires an LEA to notify parents of all software a public school uses during the school
- 30 year;
- 31 ▶ requires the state board to consult with the Office of the Attorney General; and
- 32 ▶ requires a vendor to execute the statewide digital privacy agreement for all software
- 33 contracts with a contracting entity.

Money Appropriated in this Bill:

None

Other Special Clauses:

This bill provides a special effective date.

Utah Code Sections Affected:

ENACTS:

- 40 **53G-7-1401**, Utah Code Annotated 1953
- 41 **53G-7-1402**, Utah Code Annotated 1953
- 42 **53G-7-1403**, Utah Code Annotated 1953
- 43 **53G-7-1404**, Utah Code Annotated 1953
- 44 **53G-7-1405**, Utah Code Annotated 1953
- 45 **53G-7-1406**, Utah Code Annotated 1953
- 46 **53G-7-1407**, Utah Code Annotated 1953

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

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

Part 14. Software Policy

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

As used in this part:

- 53 (1) "Academic progress" means advancement toward mastery of state academic standards
- 54 through practice, application, feedback, or demonstration of knowledge or skill.
- 55 (2) "Academically effective" means software that:
 - 56 (a) is designed to provide support, or enable student active learning, skill development,
 - 57 or academic progress in the intended subject area;
 - 58 (b) where applicable, aligns with the public education core standards described in
 - 59 Section 53E-4-202;
 - 60 (c) does not employ design features that primarily:
 - 61 (i) interfere with active learning; or
 - 62 (ii) undermine teacher instructional authority; and

- 63 (d) contributes to or enables measurable academic progress or skill development when
64 used as intended.
- 65 (3) "Active learning" means instruction that requires a student to engage in cognitive
66 processes including analyzing, reasoning, practicing, or creating to understand or apply
67 knowledge or skills.
- 68 (4)(a) "Addictive design feature" means a feature or component of a digital or online
69 product that encourages or increases a student's frequency, time spent, or engagement
70 with the product.
- 71 (b) "Addictive design feature" includes the following features:
- 72 (i) infinite scroll;
- 73 (ii) autoplay that continues beyond the educational task or lesson;
- 74 (iii) points, badges, or other gamification rewards tied to time spent on the product
75 rather than learning objectives or academic progress;
- 76 (iv) persistent notifications prompting re-engagement when the product is not
77 actively in use, unless:
- 78 (A) a teacher initiates the notification; and
- 79 (B) the notification is directly related to assigned schoolwork;
- 80 (v) personalized recommendation systems designed to maximize time-on-platform
81 rather than learning outcomes; or
- 82 (vi) engagement metrics, streaks, or social comparison features designed to create
83 fear of missing out or compulsive checking behavior.
- 84 (c) "Addictive design feature" does not include a:
- 85 (i) recommendation of next lessons or learning activities based on curriculum
86 progression or mastery of prerequisites;
- 87 (ii) notification about a teacher-assigned or course-required assignment, deadline, or
88 teacher feedback; or
- 89 (iii) feature that encourages active learning rather than passive consumption.
- 90 (5) "Administrative software" means software that a contracting entity uses solely for
91 administrative, operational, or other non-instructional functions of the contracting entity.
- 92 (6) "Clickstream data" means data an LEA or third-party provider collects from a student's
93 use of an online service, application, or device that records the student's navigation or
94 sequence of actions.
- 95 (7) "Contracting entity" means the following entities if that entity contracts with a vendor
96 for software:

- 97 (a) an LEA;
98 (b) the state board; or
99 (c) UETN.
- 100 (8) "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 (9)(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 (10) "Educational software" means software that:
- 115 (a) serves an educational purpose;
116 (b) is designed for student instruction, assessment, or instructional support;
117 (c) is executed under the statewide digital privacy agreement; and
118 (d) is verified for academic effectiveness in accordance with the requirements of this
119 section.
- 120 (11) "Independently verified" means the characteristic of software that an impartial third
121 party with demonstrated expertise appropriate to the software type, whom the vendor
122 does not own, control or direct, and whose compensation does not depend on the
123 evaluation outcome, evaluates for:
- 124 (a) academic effectiveness; and
125 (b) compliance with the requirements of this part.
- 126 (12) "Internet service provider" means the same as that term is defined in Section 76-5c-401.
- 127 (13) "Passive consumption" means receiving information through viewing, listening, or
128 browsing without requiring the student to engage in cognitive processing necessary to
129 analyze, apply, or create knowledge or skills.
- 130 (14) "School-issued device" means any electronic hardware device an LEA provides to a

- 131 student for educational use.
- 132 (15) "Skill development" means the acquisition or improvement of academic abilities or
133 competencies necessary to perform a task aligned to state academic standards, including
134 guided practice, modeling, or feedback.
- 135 (16)(a) "Software" means any application, web-based service, plug-in, or other
136 code-based product, regardless of whether the application is free or for purchase, that:
- 137 (i) runs on or is accessible from a school-issued device; and
- 138 (ii) an LEA assigns, requires, recommends, installs, or otherwise makes available for
139 student use in connection with classroom instruction, including through a
140 school-issued account or identity, regardless of whether the software is accessible
141 on a school-issued or student-owned device.
- 142 (b) "Software" includes software an individual uses during school hours in connection
143 with school-related purposes for:
- 144 (i) instruction;
- 145 (ii) assessment;
- 146 (iii) communication;
- 147 (iv) collaboration; or
- 148 (v) enrichment.
- 149 (c) "Software" does not include physical, electronic hardware.
- 150 (17) "Statewide digital privacy agreement" means the digital privacy agreement the state
151 board creates in accordance with Section 53G-7-1402.
- 152 (18)(a) "Student data" means the same as that term is defined in Section 53E-9-301.
- 153 (b) "Student data" includes a student's:
- 154 (i) personal data as that term is defined in Section 13-61-101;
- 155 (ii) metadata, device identifiers, and clickstream data;
- 156 (iii) behavioral, engagement, or usage data; and
- 157 (iv) information a software collects, generates, or infers in the course of student use.
- 158 (19) "Sub-processor" means a third-party vendor or service that a primary data processor
159 engages to process personal data on the processor's behalf.
- 160 (20)(a) "Telecommunications carrier" means an entity that provides transmission,
161 routing, or connectivity services for digital communications, including wireless,
162 broadband, or data transport services, without modifying the content of
163 communications.
- 164 (b) "Telecommunications carrier" includes an internet service provider.

165 (21) "Utah Education and Telehealth Network" or "UETN" means the same as that term is
166 defined in Section 53H-4-213.1.

167 (22)(a) "Vendor" means an entity that provides software, digital tools, digital services, or
168 related technology to a contracting entity for student use, whether free or paid.

169 (b) "Vendor" does not include:

170 (i) a telecommunications carrier; or

171 (ii) an internet service provider.

172 (23) "Voice-print" means a digital representation of an individual's voice that a person
173 creates, derives, or uses to identify or authenticate the individual.

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

175 **53G-7-1402 . Statewide digital privacy agreement -- Exceptions.**

176 (1) The state board shall create a form statewide digital privacy agreement, before July 1,
177 2027, that:

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

180 (i) kindergarten through grade 6; and

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

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

184 (i) data minimization;

185 (ii) prohibitions on advertising or promotional content directed at a student, including:

186 (A) advertising products or services to a student while the student is using
187 educational software;

188 (B) allowing a third-party to advertise a product or a service to a student; and

189 (C) the inclusion of advertising or promotional content within educational
190 software accessible to a student;

191 (iii) limits on secondary data use;

192 (iv) security safeguards;

193 (v) breach notifications;

194 (vi) data retention and deletion requirements; and

195 (vii) directory information protections;

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

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

- 199 constitutes:
- 200 (i) pornographic or indecent material as that term is defined in Section 76-5c-208; or
- 201 (ii) sexual exploitation or abuse;
- 202 (e) prohibits addictive design features;
- 203 (f) prohibits a vendor from collecting, storing, or analyzing:
- 204 (i) biometric identifiers, except for:
- 205 (A) voice recognition for speech-to-text accessibility features; or
- 206 (B) other biometric data explicitly required for a student's IEP or Section 504
- 207 accommodation plan; and
- 208 (ii) behavioral or emotional signals for purposes of:
- 209 (A) psychological profiling;
- 210 (B) emotional manipulation;
- 211 (C) commercial marketing or advertising; or
- 212 (D) any purpose other than improving educational outcomes;
- 213 (g) provides that any data collected under Subsection (1)(f):
- 214 (i) is disclosed in the statewide digital privacy agreement;
- 215 (ii) is the minimum amount necessary for the educational purpose;
- 216 (iii) is not used for commercial purposes; and
- 217 (iv) is subject to strict security safeguards;
- 218 (h) requires a vendor to:
- 219 (i) use encryption for data in transit and at rest;
- 220 (ii) disclose the use of sub-processors; and
- 221 (iii) disclose to the contracting entity all data elements collected, third-party
- 222 recipients, embedded libraries and analytics tools, device-level permissions, and
- 223 artificial intelligence components and functions;
- 224 (i) prohibits educational software from accessing a device's camera and microphone
- 225 unless:
- 226 (i) necessary for an educational function; and
- 227 (ii) disclosed in the digital privacy agreement;
- 228 (j) prohibits a vendor from conditioning access, features, pricing, or support on a:
- 229 (i) usage quota; or
- 230 (ii) screen-time expectation;
- 231 (k) includes a termination-for-cause provision that:
- 232 (i) requires the vendor to cure any violation of the digital privacy agreement within a

- 233 timeline the state board establishes;
- 234 (ii) authorizes the contracting entity to terminate the contract if the vendor fails to
235 cure the violation of the digital privacy agreement required under Subsection
236 (1)(k)(i);
- 237 (iii) provides that the termination described in this Subsection (1)(k) may occur
238 without penalty, early-termination fee, or additional obligation to the contracting
239 entity;
- 240 (iv) requires the vendor to acknowledge that termination under this Subsection (1)(k)
241 does not constitute a breach by the contracting entity; and
- 242 (v) when a vendor fails to cure as required under Subsection (1)(k)(i), authorizes the
243 state board to direct the contracting entity to terminate the contract or terminate
244 the contracting entity's participation in the contract on the contracting entity's
245 behalf; and
- 246 (l) prohibits educational software that a vendor designs for peer-to-peer communication
247 unless the educational software includes an administrative control that enables an
248 administrator to turn peer-to-peer communication on or off.
- 249 (2) Notwithstanding the requirements of Subsection (1) the state board may allow a
250 contracting entity to modify the statewide data privacy agreement if the state board
251 determines the modification to be necessary for a contract with a specific vendor.
- 252 (3)(a) A contracting entity may use administrative software without executing the
253 statewide digital privacy agreement.
- 254 (b) Before a contracting entity uses administrative software, the contracting entity shall
255 execute a digital privacy agreement that includes the requirements described in
256 Subsection (1)(b).
- 257 (4) This part does not apply to a telecommunications carrier or internet service provider, or
258 to any affiliate of the telecommunication carrier or internet service provider, when acting
259 solely as a passive conduit for the transmission, routing, or provision of internet
260 connectivity or network access for software or digital services a student uses, including:
- 261 (a) the transmission or routing of data packets;
- 262 (b) the provision of wireless or broadband connectivity;
- 263 (c) network management, quality-of-service, cybersecurity, or fraud-prevention
264 functions; or
- 265 (d) the provision of device-level operating systems or firmware updates that are not
266 designed to collect, analyze, or monetize student data.

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

268 **53G-7-1403 . Vendor -- Duties.**

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

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

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

275 (b) A vendor that self-certifies for academic effectiveness shall:

276 (i) submit to the state board a written certification that the educational software is
277 academically effective; and

278 (ii) comply with the rules and timelines the state board establishes under Section
279 53G-7-1405.

280 (2) A vendor shall:

281 (a) provide the state board access to all records, documents, and data necessary to
282 complete the audits described in Section 53G-7-1405; and

283 (b) execute the statewide digital privacy agreement before providing educational
284 software or digital services to a contracting entity.

285 (3) A vendor may appeal a finding of noncompliance, issued under Section 53G-7-1405,
286 through the administrative process the state board establishes.

287 (4) A vendor-proposed privacy agreement, end-user license agreement, click-through terms,
288 terms of service, or substitute contract is void and unenforceable with respect to student
289 data or student use.

290 (5) A vendor may not:

291 (a) alter, supplement, replace, or modify the statewide digital privacy agreement; or

292 (b) request or require that a parent or contracting entity:

293 (i) waive any right under this part;

294 (ii) agree to arbitration that limits this part; or

295 (iii) accept liability limitations inconsistent with this part.

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

297 **53G-7-1404 . Contracting Entity -- Duties.**

298 (1) A contracting entity shall:

299 (a) execute the statewide digital privacy agreement for any educational software the
300 contracting entity adopts;

- 301 (b) unless the entity is contracting for an educational software that the state board has
302 previously approved and listed on the list described in Subsection
303 53G-7-1405(1)(a)(iv), obtain documentation of a vendor's verification of academic
304 effectiveness, in accordance with the timelines and rules the state board establishes
305 under Section 53G-7-1405, before continuing use of the educational software for an
306 individual to:
- 307 (i) install;
308 (ii) assign; or
309 (iii) make available for student use;
- 310 (c) submit to the state board for listing:
- 311 (i) the executed statewide digital privacy agreement required under Subsection (1)(a);
312 and
313 (ii) if necessary under Subsection (1)(b), the verification documentation described in
314 Subsection (1)(b); and
- 315 (d) provide the state board access to all records, documents, and data necessary to
316 complete the audits described in Section 53G-7-1405.
- 317 (2) A contracting entity may appeal a finding of noncompliance the state board issues under
318 Section 53G-7-1405 through the administrative process the state board establishes.
- 319 (3)(a) A contracting entity that is not the state board may request a modification to the
320 statewide data privacy agreement in accordance with Subsection 53G-7-1402(2).
- 321 (b) Except as provided in Subsection (4)(a), a contracting entity may not alter,
322 supplement, replace, or modify the statewide digital privacy agreement.
- 323 (4)(a) A contracting entity shall ensure that a digital privacy agreement between a
324 vendor and a contracting entity executed before January 1, 2028, complies with the
325 requirements of this section before July 1, 2029.
- 326 (b) Between January 1, 2028, and July 1, 2029, a contracting entity may continue to use
327 an existing digital privacy agreement if the contracting entity actively works toward
328 compliance with the statewide digital privacy agreement.
- 329 Section 5. Section **53G-7-1405** is enacted to read:
- 330 **53G-7-1405 . State board and local education agencies -- Compliance -- Duties.**
- 331 (1)(a) The state board shall:
- 332 (i) ensure that educational software is not available for use in student instruction
333 without verifying the software for academic effectiveness;
334 (ii) maintain a public list of independent evaluators that a vendor may use to verify

- 335 educational software as academically effective;
- 336 (iii) place educational software on the master list described in Subsection (1)(a)(iv)
- 337 when a contracting entity, in accordance with Section 53G-7-1404:
- 338 (A) executes a statewide digital privacy agreement; and
- 339 (B) verifies that the educational software is academically effective;
- 340 (iv) create and maintain a master list of all educational software the state board
- 341 approves for student use under this section; and
- 342 (v) before July 1, 2028, create a process that allows a vendor to demonstrate
- 343 academic effectiveness through:
- 344 (A) vendor self-verification; or
- 345 (B) third-party verification.
- 346 (b) The state board may consult software vendors for technical input regarding
- 347 functionality or implementation of the requirements of this section.
- 348 (c) An educational software's exclusion from the master list does not prevent a
- 349 contracting entity from using the software if the software meets the requirements of
- 350 Section 53G-7-1404.
- 351 (d) An educational software's inclusion on the master list described in Subsection
- 352 (1)(a)(iii) does not constitute state board approval or endorsement.
- 353 (2)(a) The state board shall:
- 354 (i) monitor and enforce compliance with this section through periodic audits of:
- 355 (A) contracting entities; and
- 356 (B) vendors;
- 357 (ii) beginning July 1, 2029, audit each LEA, at least once every three years, to
- 358 confirm that, for every educational software product students use that is not on the
- 359 state board approved list described in Subsection (1)(a)(v), the LEA has:
- 360 (A) executed the statewide digital privacy agreement; and
- 361 (B) obtained the verification documentation;
- 362 (iii) in performing the audits required under Subsection (2)(a)(i), review vendor
- 363 compliance with:
- 364 (A) the requirements of this part; and
- 365 (B) Title 53E, Chapter 9, Student Privacy and Data Protection; and
- 366 (iv) issue a written compliance report, following each audit required under this
- 367 Subsection (2)(a), identifying:
- 368 (A) findings of compliance and noncompliance;

- 369 (B) required corrective actions; and
370 (C) applicable timelines for remediation.
- 371 **(b) The state board may publish audit findings under Subsection (2)(a) to:**
372 (i) promote transparency; and
373 (ii) make the public aware of compliant and noncompliant practices.
- 374 **(3) If the state board finds an LEA to be out of compliance with the requirements of Section**
375 53G-7-1404, the LEA shall:
- 376 (a) discontinue use of the noncompliant educational software;
377 (b) remedy the source of the noncompliance; and
378 (c) implement a corrective-action plan to prevent future violations.
- 379 **(4) The state board shall provide:**
- 380 (a) technical guidance and transition support to contracting entities and vendors
381 regarding the transition to the statewide digital privacy agreement and academic
382 effectiveness requirements; and
- 383 (b) implementation timelines and instructions necessary for contracting entities to
384 achieve compliance.
- 385 **(5) The state board may prioritize technical guidance and transition support for:**
- 386 (a) vendors executing digital privacy agreements with multiple contracting entities;
387 (b) statewide or consortium contracts; or
388 (c) software with known privacy, safety, or effectiveness concerns.
- 389 **(6) An LEA may not use software other than educational software in a public school for**
390 instruction of a student.
- 391 **(7) Before an LEA enters into a digital privacy agreement with a vendor for educational**
392 software, the LEA shall ensure that the digital privacy agreement meets each of the
393 requirements of the statewide digital privacy agreement the state board creates under
394 Section 53G-7-1402.
- 395 **(8) An LEA shall:**
- 396 (a) provide a parent, annually, with a list of all educational software products:
- 397 (i) for which the vendor has executed a statewide digital privacy agreement;
398 (ii) for which a vendor has completed the verification of academic effectiveness
399 required under Section 53G-7-1403; and
- 400 (iii) that the LEA may assign, require, recommend, or otherwise made available for
401 student use during the upcoming school year;
- 402 (b) ensure that the list described in Subsection (8)(a) includes, at minimum:

- 403 (i) the product name and vendor;
404 (ii) the educational software's primary instructional purpose;
405 (iii) a link to the educational software's statewide digital privacy agreement; and
406 (iv) except as provided in Section 53G-7-1407, a link to the academic effectiveness
407 verification a vendor is required to produce under Section 53G-7-1403;
408 (c) publish the list described in Subsection (8)(a) on the LEA's public website;
409 (d) update the list described in Subsection (8)(a) within 10 business days of any addition
410 or removal of an educational software product;
411 (e) for any educational software added during the course of the school year:
412 (i) provide written notice to parents within 10 school days of the products approval;
413 (ii) include links to the product's statewide digital privacy agreement and
414 academic-effectiveness verification summary; and
415 (iii) provide the notice, described in Subsection (8)(e)(i), before assigning the
416 educational software or making it available for student use;
417 (f) provide parents with written notice of any significant software update or change in
418 data-collection or data-sharing practices that:
419 (i) may affect compliance with the statewide digital privacy agreement; or
420 (ii) may trigger new consent requirements under state or federal law; and
421 (g) maintain a publicly accessible archive of educational software that students
422 previously used, including:
423 (i) the software name and vendor; and
424 (ii) the dates during which the product was in active use.
425 (9) In accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, the
426 state board shall make rules to implement the requirements of this part, including rules
427 to:
428 (a) create a statewide digital privacy agreement;
429 (b) create an administrative process for a parent to submit a complaint in accordance
430 with Section 53G-7-1406;
431 (c) create a process for vendors and contracting entities to appeal a finding of
432 noncompliance;
433 (d) before January 1, 2028, create a process for ensuring all educational software is
434 academically effective, including:
435 (i) classifying software based on whether the software is:
436 (A) student-facing and if the student uses the software directly for instruction,

- 437 practice, assessment, feedback, communication, collaboration, accessibility, or
438 other learning-related interaction; or
439 (B) used solely for administrative or technical infrastructure functions;
440 (ii) requiring evaluation of educational software within each classification and
441 establishing classification-specific methodologies or evidentiary standards for
442 determining whether educational software provides, enables, or supports:
443 (A) active learning;
444 (B) skill development; or
445 (C) academic progress; and
446 (iii) creating the verification process described in Subsection (1)(a)(v);
447 (e) create standards and a process for approving and listing the educational software
448 described in Subsection (1)(a)(v);
449 (f) create and maintain the master list described in Subsection (1)(a)(iii);
450 (g) conduct the audits required under Subsection (2)(a); and
451 (h) create a process for receiving and responding to complaints a parent submits under
452 Section 53G-7-1406.

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

454 **53G-7-1406 . Complaints -- Enforcement.**

- 455 (1)(a) A parent may submit a written complaint to the state board alleging:
456 (i) a contracting entity using educational software without executing a statewide
457 digital privacy agreement;
458 (ii) a contracting entity using educational software without being verified as
459 academically effective; or
460 (iii) a vendor's violation of the statewide digital privacy agreement.
461 (b) Upon receiving a complaint described in Subsection (1)(a), the state board shall
462 consult with the Office of the Attorney General to:
463 (i) review the complaint;
464 (ii) determine if a violation has occurred;
465 (iii) notify the parent of the determination; and
466 (iv) take appropriate enforcement action under this part if noncompliance is found.
467 (2) A court shall award the Office of the Attorney General reasonable attorney fees, court
468 costs, and investigative expenses incurred in an action under this part.

469 Section 7. Section **53G-7-1407** is enacted to read:

470 **53G-7-1407 . Provisional software.**

- 471 (1) Notwithstanding Subsection 53G-7-1403(1)(a)(ii) and before July 1, 2028, a vendor
472 may make educational software available for use to a contracting entity on a provisional
473 basis for up to 24 months from the initial deployment of the software if:
- 474 (a) the vendor submits a verification plan to the contracting entity before the educational
475 software is made available for student use, including:
- 476 (i) a proposed methodology for demonstrating academic effectiveness;
477 (ii) a timeline for completion of verification of academic effectiveness; and
478 (iii) interim measures to assess active learning, skill development, or academic
479 progress in the intended subject area; and
- 480 (b) the vendor demonstrates to the contracting entity that the educational software:
- 481 (i) aligns with state core education standards; and
482 (ii) meets an educational purpose.
- 483 (2) A student may not use educational software made available under Subsection (1)(a)
484 without consent from the student's parent.
- 485 (3) A contracting entity shall notify a student's parent of:
- 486 (a) the implementation of educational software on a provisional basis in accordance with
487 Subsection (1)(a); and
- 488 (b) the consent required to use the educational software under Subsection (1)(b).
- 489 (4) During the provisional period described in Subsection (1)(a), the contracting entity and
490 vendor shall collect data necessary for academic effectiveness verification in accordance
491 with the statewide digital privacy agreement.

492 **Section 8. Effective Date.**

493 This bill takes effect on July 1, 2026.