

# HB0038S01 compared with HB0038

~~{deleted text}~~ shows text that was in HB0038 but was deleted in HB0038S01.

inserted text shows text that was not in HB0038 but was inserted into HB0038S01.

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Senator Todd D. Weiler proposes the following substitute bill:

## SCHOOL TECHNOLOGY AMENDMENTS

2021 GENERAL SESSION

STATE OF UTAH

**Chief Sponsor: Travis M. Seegmiller**

Senate Sponsor: ~~{\_\_\_\_\_}~~ Todd D. Weiler

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### LONG TITLE

~~{Committee Note:~~

~~\_\_\_\_\_The Judiciary Interim Committee recommended this bill.~~

~~\_\_\_\_\_Legislative Vote: 13 voting for 1 voting against \_\_\_\_\_ 2 absent~~

~~}General Description:~~

This bill requires digital resources, provided by UETN to Utah's public schools, to block obscene or pornographic material.

### Highlighted Provisions:

This bill:

- ▶ defines terms;
- ▶ requires a digital resource provider to ensure that the digital resource provider's products used in public schools block "obscene or pornographic material";
- ▶ provides that a digital resource provider's failure to comply with this bill after

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receiving notice is a breach of contract;

- ▶ requires UETN to enter into contracts with digital resource providers that comply with the provisions of this bill; and
- ▶ imposes a reporting requirement.

### Money Appropriated in this Bill:

None

### Other Special Clauses:

None

### Utah Code Sections Affected:

AMENDS:

**53B-17-101.5**, as enacted by Laws of Utah 2014, Chapter 63

ENACTS:

**53B-17-109**, Utah Code Annotated 1953

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

Section 1. Section **53B-17-101.5** is amended to read:

#### **53B-17-101.5. Definitions.**

As used in this part:

- (1) "Board" means the Utah Education and Telehealth Network Board.
- (2) "Education Advisory Council" means the Utah Education Network Advisory

Council created in Section 53B-17-107.

(3) "Digital resource" means a digital or online library resource, including a database.

(4) "Digital resource provider" means an entity that offers a digital resource to customers for license or sale.

(5) "Obscene or pornographic material" means material that:

(a) an average person, applying contemporary community standards, finds that, taken as a whole, appeals to prurient interest in sex;

(b) is patently offensive in the description or depiction of nudity, sexual conduct, sexual excitement, sadomasochistic abuse, or excretion; and

(c) taken as a whole does not have serious literary, artistic, political, or scientific value.

~~(3)~~ (6) "Telehealth" means the electronic transfer, exchange, or management of

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related data for diagnosis, treatment, and consultation, and educational, public health, or other related purposes.

~~[(4)]~~ (7) "Telehealth Advisory Council" means the Utah Telehealth Advisory Council created in Section 53B-17-106.

~~[(5)]~~ (8) "Utah Education and Telehealth Network," or "UETN," means a consortium and partnership between public and higher education, the Utah Department of Health, and health care providers, that is created in Section 53B-17-105.

Section 2. Section **53B-17-109** is enacted to read:

### **53B-17-109. Digital resource standards.**

(1) A digital resource purchased or licensed by UETN and offered to students in public schools must have safety policies and technology protection measures that:

(a) prohibit and prevent a public school student ~~from using the resource~~ from sending, receiving, viewing, or downloading obscene or pornographic material through the digital resource; and

(b) filter or block access to obscene or pornographic material accessible directly through the digital resource.

(2) (a) Regardless of any contract provision to the contrary, if UETN discovers a digital resource does not meet the requirements described in Subsection (1), UETN:

(i) shall notify the digital resource provider and provide any evidence reviewed by UETN to determine the digital resource provider is out of compliance with Subsection (1), including:

(A) the material UETN has identified as obscene or pornographic material;

(B) a URL associated with the material;

(C) a date stamped browser history from the user of the digital resource who accessed the material; or

(D) a date stamped browser history of any replication of the violation;

(ii) within the period described in Subsection (2)(b), shall allow the digital resource provider the opportunity to show the material does not violate the requirements described in Subsection (1); and

~~(iii)~~ (iii) subject to Subsection (2)(b), may withhold future payments pending the digital resource provider's compliance with Subsection (1).

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(b) ~~{A}~~ Ninety days after the day on which UETN provides the notice described in Subsection (2)(a)(i) a digital resource provider is in breach of contract if the digital resource provider fails to ~~{verify compliance}~~:

(i) demonstrate the digital resource provider did not violate Subsection (1); or

(ii) ~~remedy noncompliance~~ with Subsection (1) ~~within 90 days after the day on which UETN provides the notice described in Subsection (2)(a)(i)}~~.

(c) Beginning June 1, 2021, a contract UETN enters into for a digital resource shall contain provisions that comply with this section.

(3) Before November 30 of each year, UETN shall submit a report to the Education Interim Committee detailing all instances of a digital resource provider's failure to comply with the provisions of this section.

(4) UETN shall establish a procedure for receiving and managing a complaint regarding a digital resource.