

1                   **DIGITAL SCHOOL CURRICULUM REQUIREMENTS**

2                                   2023 GENERAL SESSION

3                                   STATE OF UTAH

4                   **Chief Sponsor: Melissa G. Ballard**

5                   Senate Sponsor: Lincoln Fillmore

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7 **LONG TITLE**

8 **General Description:**

9           This bill requires certain provisions in a contract between a state and local education  
10 agencies and a vendor in a contract for digital instructional material.

11 **Highlighted Provisions:**

12           This bill:

- 13           ▶ defines terms;
- 14           ▶ requires provisions in a contract between the State Board of Education (state board)
- 15 or a local education agency (LEA) and a vendor in a contract for digital instructional
- 16 material that:
- 17           • requires notice of changes to the digital instructional material; and
  - 18           • allows the relevant state board or LEA to reject the changes or terminate the
- 19 contract in certain circumstances; and
- 20           ▶ makes technical and conforming changes.

21 **Money Appropriated in this Bill:**

22           None

23 **Other Special Clauses:**

24           This bill provides a special effective date.

25 **Utah Code Sections Affected:**

26 AMENDS:

27           **53G-10-102**, as enacted by Laws of Utah 2018, Chapter 3



28 **53G-10-103**, as enacted by Laws of Utah 2022, Chapter 377

29 ENACTS:

30 **53G-10-104**, Utah Code Annotated 1953

31 REPEALS:

32 **53G-10-101**, as enacted by Laws of Utah 2018, Chapter 3



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

35 Section 1. Section **53G-10-102** is amended to read:

36 **53G-10-102. Definitions.**

37 ~~[Reserved]~~ As used in this chapter:

38 (1) "Instructional material" means the same as that term is defined in Section

39 53E-4-401.

40 (2) "Public school" means:

41 (a) a district school;

42 (b) a charter school; or

43 (c) the Utah Schools for the Deaf and the Blind.

44 (3) (a) "School setting" means, for a public school:

45 (i) in a classroom;

46 (ii) in a school library; or

47 (iii) on school property.

48 (b) "School setting" includes the following activities that an organization or individual

49 conducts outside of a public school, if a public school or an LEA sponsors or requires the

50 activity:

51 (i) an assembly;

52 (ii) a guest lecture;

53 (iii) a live presentation; or

54 (iv) an event.

55 Section 2. Section **53G-10-103** is amended to read:

56 **53G-10-103. Sensitive instructional materials.**

57 (1) As used in this section:

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

- 59           ~~[(A) as or in place of textbooks to deliver curriculum within the state curriculum~~  
60 ~~framework for courses of study by students; or]~~
- 61           ~~[(B) to support a student's learning in the school setting.]~~
- 62           ~~[(ii) "Instructional material" includes reading materials, handouts, videos, digital~~  
63 ~~materials, websites, online applications, and live presentations.]~~
- 64           ~~[(b) "LEA governing board" means:]~~
- 65           ~~[(i) for a school district, the local school board;]~~
- 66           ~~[(ii) for a charter school, the charter school governing board; or]~~
- 67           ~~[(iii) for the Utah Schools for the Deaf and the Blind, the state board.]~~
- 68           ~~[(c)]~~ (a) "Material" means the same as that term is defined in Section 76-10-1201.
- 69           ~~[(d)]~~ (b) "Minor" means any person less than 18 years old.
- 70           ~~[(e) "Public school" means:]~~
- 71           ~~[(i) a district school;]~~
- 72           ~~[(ii) a charter school; or]~~
- 73           ~~[(iii) the Utah Schools for the Deaf and the Blind.]~~
- 74           ~~[(f) (i) "School setting" means, for a public school:]~~
- 75           ~~[(A) in a classroom;]~~
- 76           ~~[(B) in a school library; or]~~
- 77           ~~[(C) on school property.]~~
- 78           ~~[(ii) "School setting" includes the following activities that an organization or individual~~  
79 ~~or organization outside of a public school conducts, if a public school or an LEA sponsors or~~  
80 ~~requires the activity:]~~
- 81           ~~[(A) an assembly;]~~
- 82           ~~[(B) a guest lecture;]~~
- 83           ~~[(C) a live presentation; or]~~
- 84           ~~[(D) an event.]~~
- 85           ~~[(g)]~~ (c) (i) "Sensitive material" means an instructional material that is pornographic or  
86 indecent material as that term is defined in Section 76-10-1235.
- 87           (ii) "Sensitive material" does not include an instructional material:
- 88           (A) that an LEA selects under Section 53G-10-402;
- 89           (B) for medical courses;

90 (C) for family and consumer science courses; or  
91 (D) for another course the state board exempts in state board rule.  
92 (2) (a) Sensitive materials are prohibited in the school setting.  
93 (b) A public school may not:  
94 (i) adopt, use, distribute, provide a student access to, or maintain in the school setting,  
95 sensitive materials; or  
96 (ii) permit a speaker or presenter in the school setting to display or distribute sensitive  
97 materials.  
98 (3) An LEA shall include parents who are reflective of the members of the school's  
99 community when determining if an instructional material is sensitive material.  
100 (4) The state board shall:  
101 (a) in consultation with the Office of the Attorney General, provide guidance and  
102 training to support public schools in identifying instructional materials that meet the definition  
103 of sensitive materials under this section; and  
104 (b) report to the Education Interim Committee and the Government Operations Interim  
105 Committee, at or before the November 2022 interim meeting, on implementation and  
106 compliance with this section, including:  
107 (i) any policy the state board or an LEA adopts to implement or comply with this  
108 section;  
109 (ii) any rule the state board makes to implement or comply with this section; and  
110 (iii) any complaints an LEA or the state board receives regarding a violation of this  
111 section, including:  
112 (A) action taken in response to a complaint described in this Subsection (4)(b)(iii); and  
113 (B) if an LEA retains an instructional material for which the LEA or the state board  
114 receives a complaint, the LEA's rationale for retaining the instructional material.  
115 Section 3. Section **53G-10-104** is enacted to read:  
116 **53G-10-104. Contract requirements for digital instructional material.**  
117 **(1) As used in this section:**  
118 **(a) "Digital instructional material" means any instructional material that is digital,**  
119 **including instructional software programs, online or local applications, websites, and other**  
120 **electronic material.**

121 (b) "Vendor" means an entity with which the state board or an LEA contracts to  
122 provide digital instructional material to students.

123 (2) Neither the state board nor an LEA may enter into a contract with a vendor for  
124 digital instructional materials unless the contract includes provisions that:

125 (a) require the vendor to notify the relevant state board or LEA governing board of any  
126 update, modification, or addition to the digital instructional material;

127 (b) ensure that the relevant state board or LEA governing board has a sufficient period  
128 of time to review the new version of the digital instructional material that is the subject of the  
129 notice described in Subsection (2)(a); and

130 (c) if the relevant state board or LEA governing board determines that the new version  
131 of the digital instructional material that is the subject of the notice described in Subsection  
132 (2)(a) contains sensitive material, as that term is defined in Section [53G-10-103](#), allow the LEA  
133 to:

134 (i) reject the update, modification, or addition to the digital instructional material,  
135 requiring the vendor to provide the digital instructional material in the original form for which  
136 the parties contracted; or

137 (ii) terminate the contract without any penalty related to the termination or any further  
138 financial obligation.

139 (3) (a) Except as provided in Subsection (3)(b), this section does not apply to contracts  
140 in effect on July 1, 2023.

141 (b) Neither the state board nor an LEA may modify an existing contract, including a  
142 renewal or extension, unless the relevant state board or LEA complies with Subsection (2).

143 **Section 4. Repealer.**

144 This bill repeals:

145 Section [53G-10-101](#), Title.

146 Section 5. **Effective date.**

147 This bill takes effect on July 1, 2023.