

Representative Melissa G. Ballard proposes the following substitute bill:

DIGITAL SCHOOL CURRICULUM REQUIREMENTS

2023 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Melissa G. Ballard

Senate Sponsor: Lincoln Fillmore

LONG TITLE

General Description:

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

Highlighted Provisions:

This bill:

- ▶ defines terms;
- ▶ requires provisions in a contract between the State Board of Education (state board)

or a local education agency (LEA) and a vendor in a contract for digital instructional material that:

- requires notice of changes to the digital instructional material; and
- allows the relevant state board or LEA to reject the changes or terminate the

contract in certain circumstances; and

- ▶ requires an LEA to obtain an independent third-party evaluation of digital instructional material in certain circumstances.

Money Appropriated in this Bill:

None

Other Special Clauses:

This bill provides a special effective date.



26 **Utah Code Sections Affected:**

27 ENACTS:

28 **53G-10-104**, Utah Code Annotated 1953

29 REPEALS:

30 **53G-10-101**, as enacted by Laws of Utah 2018, Chapter 3



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

33 Section 1. Section **53G-10-104** is enacted to read:

34 **53G-10-104. Contract requirements for digital instructional material.**

35 (1) As used in this section:

36 (a) "Digital instructional material" means any instructional material, as that term is
37 defined in Section 53E-4-401, that is digital, including instructional software programs, online
38 or local applications, and other electronic material.

39 (b) "Sensitive material" means the same as that term is defined in Section 53G-10-103.

40 (c) "Vendor" means an entity with which the state board or an LEA contracts to
41 provide digital instructional material to students.

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

44 (a) require the vendor to notify the relevant state board or LEA governing board of any
45 update, modification, or addition to the digital instructional material, including links to other
46 material or websites from within the digital instructional material;

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

50 (c) if the relevant state board or LEA governing board determines that the new version
51 of the digital instructional material that is the subject of the notice described in Subsection
52 (2)(a) contains sensitive material, allow the LEA to:

53 (i) give the vendor notice:

54 (A) of whether the LEA has removed the relevant chapter or section of the digital
55 instructional material from the curriculum;

56 (B) that the LEA rejects the update, modification, or addition to the digital instructional

57 material; and

58 (C) that the vendor is required to provide the digital instructional material in the
59 original form for which the parties contracted; and

60 (ii) no earlier than 14 days after the day on which the LEA provides the notice
61 described in Subsection (2)(c)(i), if the vendor does not comply with the requirement to
62 provide the digital instructional material in the originally contracted form, terminate the
63 contract without any penalty related to the termination or any further financial obligation.

64 (3) (a) A student, a student's parent, or an LEA employee may notify the relevant LEA
65 office responsible for curriculum regarding any content in digital instructional material that the
66 individual:

67 (i) encounters through the LEA's curriculum or otherwise through the LEA; and

68 (ii) alleges to be sensitive material.

69 (b) Before 30 days after the day on which an LEA receives a notice described in
70 Subsection (3)(a), the LEA shall:

71 (i) evaluate the relevant digital instructional material to determine whether the material
72 constitutes sensitive material; and

73 (ii) if the material constitutes sensitive material:

74 (A) eliminate the chapter or section of the digital instructional material containing the
75 sensitive material from the LEA's curriculum; and

76 (B) provide the notice to the vendor described in Subsection (2)(c)(i).

77 (c) If an LEA receives more than 10 notices described in Subsection (3)(a) regarding
78 the same chapter or section of digital instructional material, the LEA shall:

79 (i) obtain an independent third-party evaluation of the digital instructional material to
80 determine whether the material constitutes sensitive material; and

81 (ii) if the material constitutes sensitive material, provide the notice to the vendor
82 described in Subsection (2)(c)(i).

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

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

87 **Section 2. Repealer.**

88 This bill repeals:
89 Section **53G-10-101**, Title.
90 Section 3. **Effective date.**
91 This bill takes effect on July 1, 2023.