

SECOND REGULAR SESSION

HOUSE BILL NO. 3281

103RD GENERAL ASSEMBLY

INTRODUCED BY REPRESENTATIVE BYRNES.

7041H.011

JOSEPH ENGLER, Chief Clerk

AN ACT

To amend chapter 160, RSMo, by adding thereto one new section relating to software accountability for education, with penalty provisions.

Be it enacted by the General Assembly of the state of Missouri, as follows:

Section A. Chapter 160, RSMo, is amended by adding thereto one new section, to be
2 known as section 160.071, to read as follows:

**160.071. 1. This section shall be known and may be cited as the "PROTECT
2 Students Act".**

3 2. As used in this section, the following terms mean:

**4 (1) "Addictive design feature", any feature or component of a digital or online
5 product that encourages or increases a student's frequency, time spent, or engagement
6 with the product including, but not limited to:**

7 (a) Infinite scroll or autoplay;

**8 (b) Points, badges, or other gamification rewards tied to time spent on the
9 product;**

**10 (c) Persistent notifications or push alerts prompting reengagement when not
11 actively in use; and**

**12 (d) Personalized recommendation systems or addictive algorithms that promote
13 extended or compulsive use;**

**14 (2) "Contracting entity", a local educational agency or the Missouri state board
15 of education;**

**16 (3) "Digital privacy agreement", a required contract between a local educational
17 agency and a digital provider that strictly governs access, use, protection, retention, and**

EXPLANATION — Matter enclosed in bold-faced brackets [thus] in the above bill is not enacted and is intended to be omitted from the law. Matter in **bold-face** type in the above bill is proposed language.

18 **disclosure of student data and ensures compliance with applicable laws. Digital privacy**
19 **agreements prohibit advertising use, profiling, resale, or any noneducational use of**
20 **student data and termination clause;**

21 **(4) (a) "Educational purpose", a purpose directly tied to:**

22 **a. Instruction;**

23 **b. Assessment;**

24 **c. Student learning; or**

25 **d. School operations necessary for instruction.**

26 **(b) "Educational purpose" does not include:**

27 **a. Marketing;**

28 **b. Advertising;**

29 **c. Behavioral profiling; or**

30 **d. Any commercial purpose;**

31 **(5) "Independently verified", a product that has been checked for its safety,**
32 **effectiveness, and compliance by an impartial, separate third party who is not involved**
33 **with its creation or management, ensuring objectivity and trust by removing potential**
34 **bias from the original source;**

35 **(6) "Instructional software":**

36 **(a) Software that has successfully:**

37 **a. Executed a digital privacy agreement; and**

38 **b. Been verified for academic effectiveness, compliant with the provisions of this**
39 **section;**

40 **(b) Any instructional software that has not successfully completed the steps**
41 **under paragraph (a) of this subdivision shall be deemed noncompliant software and**
42 **shall not be used for student learning or school-sponsored activities in Missouri schools;**

43 **(7) "Local educational agency", the same meaning as defined in section 167.225;**

44 **(8) "School-issued device", any laptop, tablet, mobile device, or hardware**
45 **provided to a student by a local educational agency for educational use;**

46 **(9) (a) "Software", any application, web-based service, cloud application,**
47 **mobile application, plug-in, or other code-based product, whether free or paid, that:**

48 **a. Runs on or is accessed from a school-issued device, or from a student-owned**
49 **device when used under the authority of a local educational agency; and**

50 **b. Is assigned, required, recommended, installed, or otherwise made available by**
51 **a local educational agency for student use in connection with:**

52 **(i) Classroom instruction;**

53 **(ii) A school-sponsored activity; or**

54 **(iii) Any curricular, co-curricular, or extracurricular activity.**

55 (b) "Software" includes, without limitation, software used for instruction,
56 assessment, communication, collaboration, enrichment, or recreation in connection with
57 school-related purposes.

58 (c) "Software" does not include the physical device itself;

59 (10) "Student data", includes:

60 (a) Personally identifiable information;

61 (b) Metadata, device identifiers, and clickstream data;

62 (c) Behavioral, engagement, or usage data; and

63 (d) Information collected, generated, or inferred by the software during student
64 use;

65 (11) "Vendor", any company, developer, organization, or individual who
66 provides software, digital tools, digital services, or related technology to a contracting
67 entity for student use, whether free or paid.

68 3. (1) Before any software may be installed, assigned, recommended, or
69 otherwise made available for student use, the vendor shall:

70 (a) Execute a statewide digital privacy agreement; and

71 (b) Complete an independent review demonstrating that the software is
72 academically effective.

73 (2) (a) The state board of education shall adopt a single statewide digital privacy
74 agreement governing the use of software and digital services by students in Missouri
75 public schools.

76 (b) All vendors shall execute the statewide digital privacy agreement as a
77 condition of providing software or digital services to any local educational agency or the
78 state board of education.

79 (c) The statewide digital privacy agreement shall not be altered, supplemented,
80 replaced, modified, or negotiated by a vendor, local educational agency, or contracting
81 entity.

82 (d) Any vendor-proposed privacy agreement, end-user license agreement, click-
83 through terms, terms of service, or substitute contract is void and unenforceable with
84 respect to student data or student use.

85 (e) The contracting entity shall execute the statewide digital privacy agreement
86 before software may be installed, assigned, recommended, or otherwise made available
87 for student use.

88 (3) The statewide digital privacy agreement shall incorporate and comply with
89 state statutes governing data minimization, secondary use limitations, targeted
90 advertising prohibitions, security safeguards, privacy notices, breach response,
91 retention and deletion, and directory-information protections, where applicable.

92 **(4) The statewide digital privacy agreement shall require full compliance with**
93 **state statues and state board of education rules governing sensitive materials in schools.**
94 **Software shall not display, recommend, algorithmically generate, link to, embed, or**
95 **provide access to any material that:**

96 **(a) Is pornographic;**

97 **(b) Is harmful to minors;**

98 **(c) Is indecent or obscene;**

99 **(d) Contains descriptions or depictions of sexual conduct, sexual excitement,**
100 **arousal, or stimulation;**

101 **(e) Contains violent, graphic, or self-harm or suicidal content inconsistent with**
102 **safety standards; or**

103 **(f) Otherwise is prohibited under Missouri law.**

104 **(5) (a) The statewide digital privacy agreement shall require that software shall**
105 **not display, recommend, algorithmically generate, or provide access to any instructional**
106 **or supplemental content that constitutes:**

107 **a. Human sexuality instruction;**

108 **b. Sexual education;**

109 **c. Maturation instruction;**

110 **d. Content relating to reproduction, contraception, sexual activity, or sexually**
111 **transmitted diseases; or**

112 **e. Sexual- or health-related information**

113

114 **unless affirmative written parental consent has been obtained by the local educational**
115 **agency in accordance with any rule or law.**

116 **(b) Such requirement applies to core content, supplemental content, adaptive**
117 **learning pathways, embedded media, hyperlinks, and AI-generated or AI-recommended**
118 **content.**

119 **(6) The statewide digital privacy agreement shall also include the following**
120 **protections:**

121 **(a) Software shall not require open-internet access for core educational**
122 **functions. All external links, embedded media, and third-party content shall be**
123 **reviewed and approved by the contracting entity;**

124 **(b) Software shall not include:**

125 **a. Infinite scroll;**

126 **b. Auto-play video;**

127 **c. Gamified reward loops unrelated to learning; or**

- 128 **d. Behavioral nudges or engagement mechanics designed to increase screen**
129 **time;**
- 130 **(c) Vendors shall not collect, store, or analyze:**
- 131 **a. Biometric identifiers;**
- 132 **b. Behavioral or emotional signals;**
- 133 **c. Voiceprints or keystroke dynamics; or**
- 134 **d. Precise geolocation**
- 135
- 136 **unless strictly necessary for the educational purpose and disclosed in the digital privacy**
137 **agreement;**
- 138 **(d) Software shall not:**
- 139 **a. Use student data to train machine-learning models;**
- 140 **b. Employ AI systems that analyze or influence a student's emotions, behavior,**
141 **or attention;**
- 142 **c. Generate or recommend content intended to shape student beliefs or**
143 **preferences;**
- 144 **d. Produce or enable content that circumvents Missouri laws relating to sensitive**
145 **materials or instructional materials;**
- 146 **(e) Software shall not:**
- 147 **a. Display commercial or sponsored content;**
- 148 **b. Use session replay, heat-mapping, or behavioral analytics;**
- 149 **c. Create persistent identifiers; or**
- 150 **d. Track students outside the educational purpose;**
- 151 **(f) Vendors shall:**
- 152 **a. Use encryption for data in transit and at rest;**
- 153 **b. Store and process all student data within the United States;**
- 154 **c. Disclose all subprocessors and obtain approval before use; and**
- 155 **d. Prohibit background data collection when software is minimized or inactive;**
- 156 **(g) Vendors shall disclose to the contracting entity:**
- 157 **a. All data elements collected;**
- 158 **b. All third-party recipients;**
- 159 **c. All embedded libraries, software development kits, and analytics tools;**
- 160 **d. All device-level permissions; and**
- 161 **e. All AI components and functions;**
- 162 **(h) Camera, microphone, and system-level access shall not be used unless strictly**
163 **necessary for the educational function and disclosed in the digital privacy agreement;**
164 **and**

165 (i) A vendor shall not condition access, features, pricing, or support on any form
166 of usage quota or screen-time expectation.

167 (7) The statewide digital privacy agreement shall include a termination-for-
168 cause provision that:

169 (a) Requires the vendor to cure any violation of the digital privacy agreement
170 within a timeline established by rule;

171 (b) Authorizes the contracting entity to terminate the contract if the vendor fails
172 to cure the violation;

173 (c) Provides that termination under this subdivision may occur without penalty,
174 early-termination fee, or additional obligation to the contracting entity;

175 (d) Requires the vendor to acknowledge that termination under this subdivision
176 does not constitute a breach by the contracting entity; and

177 (e) In order to protect students and ensure compliance with this section,
178 authorizes the state board of education when a local educational agency does not cure or
179 terminate a noncompliant contract within the required timeline to:

180 a. Direct the contracting entity to terminate the contract; or

181 b. Terminate the contracting entity's participation in the contract on its behalf.

182 (8) (a) The independent review of academic effectiveness shall be performed by
183 an evaluator that:

184 a. Has no financial or contractual relationship with the vendor or any subsidiary
185 of the vendor;

186 b. Is not compensated by the vendor whose product is being reviewed;

187 c. Uses transparent, publicly available evaluation methods; and

188 d. Demonstrates expertise appropriate to the type of software being evaluated.

189 (b) a. For purposes of this paragraph, "academic effectiveness" means:

190 (i) Evidence, supported by independent studies, research, or evaluation,
191 demonstrating that the software measurably improves student learning, skill
192 development, or academic performance in the intended subject area;

193 (ii) Alignment with Missouri core standards or state board of education–adopted
194 standards for the relevant grade level or course;

195 (iii) Demonstrated instructional value that meaningfully supplements or
196 improves upon traditional, nondigital instructional practices;

197 (iv) Absence of addictive design features that interfere with learning, distract
198 from instruction, or reduce academic focus; and

199 (v) Independent findings, based on transparent methodology, showing that the
200 software produces positive, reliable, and replicable academic outcomes when used as
201 intended in a classroom setting.

- 202 **b. Each evaluation of academic effectiveness shall include:**
203 **(i) A description of the research or evaluation methods used;**
204 **(ii) Identification of the student populations, grade levels, or instructional**
205 **contexts evaluated;**
206 **(iii) Evidence that the results were not produced, funded, or influenced by the**
207 **vendor;**
208 **(iv) Disclosure of any limitations in the evidence or methodology; and**
209 **(v) A determination of whether the software provides educational value**
210 **sufficient to justify classroom use.**
- 211 **c. The state board of education shall maintain a public list of independent**
212 **evaluators that meet the standards described in this subdivision. Inclusion on the list**
213 **does not constitute endorsement of an evaluator's findings.**
- 214 **d. Before software may be installed, assigned, recommended, or otherwise made**
215 **available for student use, the contracting entity shall obtain documentation of an**
216 **independent evaluation demonstrating that the software meets the academic-**
217 **effectiveness standards described in this subsection.**
- 218 **4. (1) The state board of education shall create and maintain a statewide master**
219 **list of software used by students in Missouri public schools. The master list is a**
220 **transparency tool and does not constitute an approval or endorsement by the state**
221 **board.**
- 222 **(2) (a) Software shall be placed on the master list when the contracting entity**
223 **has:**
- 224 **a. Executed the statewide digital privacy agreement required under subsection 3**
225 **of this section; and**
- 226 **b. Obtained the academic-effectiveness verification required under subsection 3**
227 **of this section.**
- 228 **(b) Completion of the requirements under paragraph (a) of this subdivision shall**
229 **be met before student use.**
- 230 **(3) (a) The contracting entity shall:**
- 231 **a. Execute the statewide digital privacy agreement for any software it adopts;**
232 **b. Obtain the academic-effectiveness verification; and**
233 **c. Submit the digital privacy agreement, verification, and required software**
234 **information to the state board of education for listing.**
- 235 **(b) Local educational agencies shall continue to maintain their local software**
236 **inventory.**
- 237 **(4) (a) The state board of education shall:**
- 238 **a. Receive documentation submitted by contracting entities;**

239 **b. Publish and update the statewide master list on an ongoing basis; and**

240 **c. Conduct compliance audits as provided in this subsection.**

241 **(b) The state board of education does not approve or certify software and is not**
242 **responsible for a local educational agency's contracting decisions.**

243 **5. (1) The state board of education shall monitor and enforce compliance with**
244 **this section through periodic audits of contracting entities and software vendors.**

245 **(2) (a) The state board of education shall audit each local education agency to**
246 **confirm that, for every software product used by students, the local educational agency**
247 **has:**

248 **a. Executed the statewide digital privacy agreement required under subsection 3**
249 **of this section; and**

250 **b. Obtained the academic-effectiveness verification required under subsection 3**
251 **of this section.**

252 **(b) Audits shall occur at least once every three years, with additional spot checks**
253 **as needed.**

254 **(3) As part of the audit process, the state board of education shall review vendor**
255 **compliance with:**

256 **(a) The statewide digital privacy agreement; and**

257 **(b) The academic-effectiveness verification requirements established under**
258 **subsection 3 of this section.**

259 **(4) As part of vendor compliance reviews under subdivision (3) of this**
260 **subsection, the state board of education shall verify whether the vendor discloses**
261 **student data to unauthorized third parties in violation of the statewide digital privacy**
262 **agreement or any rule or law.**

263 **(5) Contracting entities and vendors shall provide the state board of education**
264 **access to all records, documents, and data necessary to complete compliance audits and**
265 **vendor reviews.**

266 **(6) Following each audit, the state board of education shall issue a written**
267 **compliance report identifying:**

268 **(a) Findings of noncompliance;**

269 **(b) Required corrective actions; and**

270 **(c) Applicable timelines for remediation.**

271 **(7) The state board of education may publish summary audit findings to support**
272 **statewide transparency and allow parents and the public to identify compliant and**
273 **noncompliant practices.**

274 **6. (1) A local educational agency is out of compliance with this section if the**
275 **local educational agency:**

- 276 (a) Uses or assigns software for student use without a fully executed statewide
277 digital privacy agreement; or
- 278 (b) Uses or assigns software for student use without obtaining the academic-
279 effectiveness verification required under subsection 3 of this section.
- 280 (2) Upon finding a local educational agency is in noncompliance, the state board
281 of education shall require the local educational agency to:
- 282 (a) Discontinue use of the noncompliant software;
- 283 (b) Remedy the deficiency by executing the statewide digital privacy agreement
284 or obtaining the academic-effectiveness verification;
- 285 (c) Implement a corrective-action plan to prevent future violations; and
- 286 (d) Comply with any withholding of state technology funds imposed by the state
287 board of education until corrective action is completed.
- 288 (3) (a) A vendor is out of compliance with this section if the vendor:
- 289 a. Violates any term of the statewide digital privacy agreement; or
- 290 b. Provides false, misleading, or incomplete academic-effectiveness
291 documentation.
- 292 (b) Vendor violations under this subdivision are limited to violations of the
293 statewide digital privacy agreement or the independent-verification requirements.
- 294 (4) Upon finding vendor noncompliance, the contracting entity may:
- 295 (a) Require the vendor to cure the violation within a timeline established by rule;
- 296 (b) Terminate the contract under the terms of the digital privacy agreement if
297 the vendor fails to cure the violation; and
- 298 (c) Bar the vendor from entering into new contracts with that contracting entity
299 for up to twenty-four months.
- 300 (5) (a) If a local privacy agreement does not cure or terminate a noncompliant
301 contract within the timeline required by rule, the state board of education may:
- 302 a. Direct the contracting entity to terminate the contract; or
- 303 b. Terminate the contracting entity's participation in the contract on its behalf, if
304 necessary to protect students and ensure compliance with this section.
- 305 (b) The authority under this subdivision applies only after a violation and does
306 not include preapproval or certification of software.
- 307 (6) (a) A parent or guardian may submit a written complaint to the state board
308 of education alleging:
- 309 a. Use of software without a statewide digital privacy agreement;
- 310 b. Use of software without required academic-effectiveness verification; or
- 311 c. A vendor's violation of the statewide digital privacy agreement.
- 312 (b) Upon receiving a complaint, the state board of education shall:

- 313 **a. Review the complaint;**
314 **b. Determine whether a violation has occurred;**
315 **c. Notify the parent of the determination; and**
316 **d. Take appropriate enforcement action under this section if noncompliance is**
317 **found.**
- 318 **(c) The state board of education shall adopt rules establishing procedures and**
319 **timelines for parent complaints submitted under this subdivision.**
- 320 **(7) Teachers, school employees, and staff acting within the normal course of**
321 **duties shall not be held personally responsible for the noncompliance with this section**
322 **by a local educational agency.**
- 323 **(8) A local educational agency or vendor may appeal a finding of noncompliance**
324 **or enforcement actions imposed under this subsection through the administrative**
325 **process established by the state board of education.**
- 326 **7. (1) All existing software contracts used by students in Missouri public schools**
327 **shall be brought into compliance with this section within twenty-four months of the**
328 **effective date of this section.**
- 329 **(2) The state board of education shall provide:**
- 330 **(a) Technical guidance to local educational agencies and vendors regarding the**
331 **transition to the statewide digital privacy agreement and academic-effectiveness**
332 **requirements; and**
- 333 **(b) Implementation timelines and instructions necessary for contracting entities**
334 **to achieve full compliance.**
- 335 **(3) During the phase-in period, local educational agencies may continue to use**
336 **existing software contracts, provided that the contracting entity is actively working**
337 **toward compliance with the statewide digital privacy agreement and academic-**
338 **effectiveness requirements.**
- 339 **(4) The state board may prioritize technical guidance and transition support for:**
- 340 **(a) Software used across multiple local educational agencies;**
341 **(b) Statewide or consortium contracts; or**
342 **(c) Software with known privacy, safety, or effectiveness concerns.**
- 343 **(5) The phase-in period does not waive the requirements of this section. All**
344 **software shall meet compliance requirements within twenty-four months after the**
345 **effective date of this section.**
- 346 **8. (1) (a) Each local educational agency shall provide parents and guardians**
347 **with an annual list of all instructional software products that:**
- 348 **a. Have a fully executed statewide digital privacy agreement;**

- 349 **b. Have completed the required independent academic-effectiveness verification**
350 **under subsection 3 of this section; and**
- 351 **c. Will be assigned, required, recommended, or otherwise made available for**
352 **student use during the upcoming school year.**
- 353 **(b) The list shall include, at a minimum:**
- 354 **a. The product name and vendor;**
- 355 **b. The product's primary instructional purpose; and**
- 356 **c. A link to the product's statewide digital privacy agreement and academic-**
357 **effectiveness verification summary.**
- 358 **(c) The list shall be:**
- 359 **a. Published on the local educational agency's public website in an easily**
360 **accessible, searchable format; and**
- 361 **b. Updated within ten business days of any addition or removal of a software**
362 **product.**
- 363 **(2) If any new instructional software product is added during the school year**
364 **that was not included in the annual list, the local educational agreement shall:**
- 365 **(a) Provide written notice to parents within five school days of the product's**
366 **approval;**
- 367 **(b) Include links to the product's statewide digital privacy agreement and**
368 **academic-effectiveness verification summary; and**
- 369 **(c) Provide this notice prior to assigning the software or making it available for**
370 **student use.**
- 371 **(3) (a) Local educational agencies shall provide parents with timely written**
372 **notice of any significant software update or change in data-collection or data-sharing**
373 **practices that:**
- 374 **a. May affect compliance with the statewide digital privacy agreement; or**
- 375 **b. May trigger new consent requirements under state or federal law.**
- 376 **(b) Local educational agencies shall maintain a publicly accessible archive of**
377 **instructional software previously used by students, including:**
- 378 **a. The product name and vendor; and**
- 379 **b. The dates during which the product was in active use**
380
- 381 **for a minimum of two years after the software is retired.**
- 382 **9. (1) The attorney general shall have authority to enforce the provisions of this**
383 **section to ensure compliance by covered entities.**

384 **(2) (a) A parent or legal guardian may submit a complaint through the**
385 **established complaint process provided for under this section alleging a violation of this**
386 **section.**

387 **(b) If the complaint is determined to have merit after initial review by the**
388 **designated administrative body, the complaint may be referred to the attorney general**
389 **for investigation and enforcement.**

390 **(c) The attorney general may initiate an investigation upon referral or upon**
391 **independent determination that a violation may have occurred.**

392 **(3) For purposes of enforcing this section, the attorney general may:**

393 **(a) Issue subpoenas to compel testimony or production of documents, records, or**
394 **data relevant to an investigation;**

395 **(b) Conduct audits or require production of compliance records from covered**
396 **entities;**

397 **(c) Require written responses or compliance reports; and**

398 **(d) Take other lawful investigative actions necessary to determine compliance.**

399 **(4) A court may impose civil fines or penalties for violations of this section,**
400 **including graduated penalties for repeated or willful violations, as determined**
401 **appropriate by rule or statute.**

402 **(5) In any enforcement action in which the attorney general prevails, the court**
403 **may award reasonable attorney's fees, investigative costs, and litigation expenses to the**
404 **state.**

405 **(6) The attorney general may seek injunctive relief or court orders requiring**
406 **corrective action, compliance plans, or cessation of unlawful practices.**

407 **(7) The attorney general may promulgate rules necessary to implement**
408 **enforcement procedures consistent with this subsection. Any rule or portion of a rule,**
409 **as that term is defined in section 536.010, that is created under the authority delegated**
410 **in this section shall become effective only if it complies with and is subject to all of the**
411 **provisions of chapter 536 and, if applicable, section 536.028. This section and chapter**
412 **536 are nonseverable and if any of the powers vested with the general assembly**
413 **pursuant to chapter 536 to review, to delay the effective date, or to disapprove and annul**
414 **a rule are subsequently held unconstitutional, then the grant of rulemaking authority**
415 **and any rule proposed or adopted after the effective date of this act shall be invalid and**
416 **void.**

417 **10. The state board of education shall promulgate all necessary rules and**
418 **regulations for the administration of this section. Any rule or portion of a rule, as that**
419 **term is defined in section 536.010, that is created under the authority delegated in this**
420 **section shall become effective only if it complies with and is subject to all of the**

421 **provisions of chapter 536 and, if applicable, section 536.028. This section and chapter**
422 **536 are nonseverable and if any of the powers vested with the general assembly**
423 **pursuant to chapter 536 to review, to delay the effective date, or to disapprove and annul**
424 **a rule are subsequently held unconstitutional, then the grant of rulemaking authority**
425 **and any rule proposed or adopted after the effective date of this act shall be invalid and**
426 **void.**

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