

First Regular Session
Seventy-fifth General Assembly
STATE OF COLORADO

INTRODUCED

LLS NO. 25-0635.01 Alana Rosen x2606

HOUSE BILL 25-1158

HOUSE SPONSORSHIP

Bradley and Joseph,

SENATE SPONSORSHIP

(None),

House Committees
Education

Senate Committees

A BILL FOR AN ACT

101 CONCERNING MEASURES TO ENHANCE THE INTEGRITY OF DIGITAL
102 EDUCATION MATERIALS IN PUBLIC SCHOOLS.

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

A public school contracting entity (entity) that executes a contract on or after July 1, 2026, with a vendor or provider of a curated digital research collection (collection) shall include in the terms of the contract a termination clause stating that the contract is materially breached and that grounds for termination exist if the collection contains advertisements, promotions, or embedded links or uniform resource

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing law.
Dashes through the words or numbers indicate deletions from existing law.

locators (URLs) and when notified of the advertisement, promotion, or URLs the vendor does not remove the items within 3 days after receiving the notice.

All vendors must certify that collections are free of advertisements, promotions, or embedded links or URLs. If a vendor violates the terms of the contract, the entity is entitled to reimbursement and may pursue remedies for breach of contract.

A public school employee, contractor, or volunteer shall report, and students, parents, guardians, legal custodians, or community members (interested parties) may report if a collection is found to contain advertisements, promotions, or embedded links or URLs. The report must include the name of the digital collection and the title of the document, the reference number, or keywords used to access the collection. The entity shall notify the vendor or provider and the department of education (department) of each reported incident. The vendor or provider shall remove the advertisements, promotions, or embedded links or URLs within 3 business days after receiving notice.

The bill requires public schools to annually notify interested parties of the reporting procedures. Public schools shall include the annual notification on their websites. Public schools may include information on their websites regarding how to make a report.

If a public school contracts or enters into an agreement with a public library that promotes a collection, the public school shall annually disclose the details of the contract or agreement by email to the local school district board of education and parents, guardians, or legal custodians of students enrolled in the public school. If any material changes to the contract or agreement occur, the public school shall send an email notification to the local school district board of education, parents, guardians, or legal custodians of students enrolled in the school.

The department is required to annually report to the general assembly on the number of reports that occur each year.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1. Legislative declaration.** (1) The general assembly
3 finds and declares that:

4 (a) Every student in Colorado is entitled to a high-quality
5 education that nurtures their potential and equips them to thrive in an
6 ever-evolving world. Educational opportunities must be free from
7 commercial influence, ensuring that learning environments are rooted in

1 academic integrity, curiosity, and the pursuit of knowledge. Education, in
2 all of its forms from elementary school, secondary school, vocational
3 preparation programs, career and technical educational programs, and
4 professional programs to higher education programs must be accessible
5 to all students based on merit and potential, irrespective of background or
6 income.

7 (b) Access to educational resources that are free from commercial
8 distractions is a fundamental pillar of a thriving educational system.
9 Curated digital research collections and tools that empower students on
10 their academic journey must be free from advertisements, promotions,
11 and embedded electronic links to commercial content that distract from
12 their primary purpose: To foster deep learning, critical thinking, and
13 intellectual growth.

14 (c) The presence of advertisements, promotions, or embedded
15 electronic links in educational materials is a violation of the sacred space
16 in which students should be immersed: One that is focused solely on
17 students' academic and intellectual development. These extraneous
18 influences not only distract but also diminish the value of educational
19 resources, turning spaces for learning into venues for commercialization.
20 The general assembly shall ensure that these spaces remain protected
21 from commercial interests that do not serve the educational goals of the
22 students of Colorado.

23 (d) Students, parents, guardians, legal custodians, and educators
24 must be able to trust that the digital tools and resources that students rely
25 on for learning are created with their best interests at heart. Commercial
26 content affects vulnerable students by exposing them to external pressures
27 and distractions that can disrupt their educational experience.

1 (e) Public school contracting entities hold a sacred responsibility
2 to ensure that the educational tools provided to students are not only
3 academically sound but also ethically aligned with the best interests of
4 students. By instituting clear contractual terms that hold vendors
5 accountable for delivering commercial-free educational resources,
6 Colorado reaffirms its commitment to creating a learning environment
7 free from external influence, where every student can focus on their
8 education without the intrusion of advertisements, promotions, or
9 embedded electronic links.

10 (f) The increasing reliance on curated digital research collections
11 as primary educational tools makes it more essential than ever that these
12 resources remain untainted by outside forces. The integrity of these
13 collections is of paramount academic concern. Every student deserves
14 access to resources that serve only their intellectual growth, not the
15 interests of corporate entities.

16 (g) Vendors must be held accountable for ensuring that their
17 curated digital research collections are free from commercial content.
18 This act demands that vendors certify their commitment to providing
19 educational resources that are unencumbered by external distractions.
20 When these terms are violated, public school contracting entities must
21 have the power to take swift and decisive action, ensuring that vendors
22 are held to the highest standard of accountability for their role in shaping
23 the learning experiences of students in Colorado.

24 (h) By empowering students, parents, guardians, legal custodians,
25 educators, and the broader community to report violations of these
26 standards, the general assembly ensures that every voice is heard and that
27 no student's educational experience is undermined by the intrusion of

1 commercial content. This process fosters a culture of accountability,
2 transparency, and student-centered advocacy within the Colorado
3 education system.

4 (i) Protecting students from unwanted commercial content in their
5 educational resources is more than just a matter of compliance; it is a
6 powerful step toward ensuring that education in Colorado remains a force
7 of good, advancing opportunity and intellectual growth for every student,
8 regardless of their background.

9 (2) The general assembly further finds that:

10 (a) Every student in Colorado deserves to learn in an environment
11 free from the pressures of commercial interests. By mandating clear,
12 enforceable contractual terms with vendors, this act ensures that curated
13 digital research collections remain tools for academic success, not
14 vehicles for advertising or promotion.

15 (b) A system of transparent reporting, swift resolution, and robust
16 enforcement is necessary to uphold the rights of students, families, and
17 educators. These mechanisms will allow all stakeholders to hold vendors
18 accountable and protect the educational experiences of Colorado's
19 students, ensuring that commercial content does not compromise their
20 learning environment.

21 (c) The integrity of public school contracts and agreements with
22 vendors, whether for digital resources or library collections, is essential
23 to fostering trust and transparency between schools, families, and
24 communities. By mandating the disclosure of these agreements, this act
25 strengthens the partnership between schools and the families they serve,
26 ensuring that resources made available to students are aligned with the
27 values of academic excellence.

1 (d) Ensuring that curated digital research collections are free from
2 commercial content is not only an investment in the academic success of
3 students; it is an investment in the integrity of Colorado's educational
4 system as a whole. When students are given the tools to learn without
5 distraction, they can reach their full potential and contribute to building
6 a stronger, more informed, and more just society.

7 (3) The general assembly, therefore, finds and declares that it is
8 essential to:

9 (a) Safeguard the academic environment by ensuring that public
10 school contracting entities require curated digital research collections to
11 be free from advertisements, promotions, and embedded electronic links,
12 ensuring that the focus remains squarely on learning and intellectual
13 development;

14 (b) Empower all members of the school community, including
15 students, parents, guardians, legal custodians, educators, and concerned
16 citizens, to actively participate in protecting the integrity of educational
17 resources by providing clear avenues for reporting and addressing
18 violations of these standards, ensuring timely and effective resolution;
19 and

20 (c) Foster a culture of transparency, accountability, and fairness
21 in public education by ensuring that the terms of contracts with vendors
22 are clear, accessible, and aligned with the best interests of students and
23 by requiring the disclosure of any changes to these contracts to the wider
24 school community.

25 (4) The general assembly further declares unwavering
26 commitment to ensuring that every student in Colorado has access to a
27 distraction-free, academically enriching environment where educational

1 resources support students' growth, dreams, and future. This act
2 represents a vital step in advancing a system of education that is fair,
3 focused, and free from commercial exploitation, ensuring that all
4 students, regardless of their circumstances, have the opportunity to thrive.

5 **SECTION 2.** In Colorado Revised Statutes, **add 22-1-135.4** as
6 follows:

7 **22-1-135.4. Terms and conditions in public school contracts -**
8 **curated digital research collections - definitions.** (1) AS USED IN THIS
9 SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

10 (a) "ADVERTISEMENT" MEANS THE ACT OF PROMOTING,
11 PUBLISHING, DISSEMINATING, SOLICITING, OR CIRCULATING ONLINE
12 IMAGES, TEXT, ARTICLES, VIDEOS, OR AUDIO COMMUNICATIONS THAT
13 PROMOTE A PRODUCT, SERVICE, BUSINESS, OR INDUSTRY TO A STUDENT.

14 (b) "CURATED DIGITAL RESEARCH COLLECTION" OR "COLLECTION"
15 MEANS A COLLECTION OF MEDIA, FILES, OR DATABASES THAT HAVE BEEN
16 CURATED AND DIGITALLY PRESERVED AND ARE ACCESSIBLE ON THE
17 INTERNET VIA AN INTERNET CONNECTION OR THROUGH SOFTWARE.

18 (c) "DEPARTMENT" MEANS THE DEPARTMENT OF EDUCATION
19 CREATED IN SECTION 24-1-115.

20 (d) "EMBEDDED ELECTRONIC LINK OR UNIFORM RESOURCE
21 LOCATOR" OR "EMBEDDED LINK OR URL" MEANS AN ELECTRONIC LINK OR
22 URL THAT DIRECTS USERS TO AN ADVERTISEMENT OR PROMOTION.

23 (e) "PUBLIC SCHOOL" MEANS A SCHOOL OF A SCHOOL DISTRICT, A
24 DISTRICT CHARTER SCHOOL AUTHORIZED PURSUANT TO PART 1 OF ARTICLE
25 30.5 OF THIS TITLE 22, AN INSTITUTE CHARTER SCHOOL AUTHORIZED
26 PURSUANT TO PART 5 OF ARTICLE 30.5 OF THIS TITLE 22, OR A BOARD OF
27 COOPERATIVE SERVICES CREATED AND OPERATING PURSUANT TO ARTICLE

1 5 OF THIS TITLE 22.

2 (f) "PUBLIC SCHOOL CONTRACTING ENTITY" MEANS AN ENTITY
3 THAT IS AUTHORIZED TO CONTRACT FOR THE DIRECT BENEFIT OF OR
4 SUPPORT OF A PUBLIC SCHOOL AND ENTERS INTO A PUBLIC SCHOOL
5 CONTRACT. "PUBLIC SCHOOL CONTRACTING ENTITY" INCLUDES A SCHOOL
6 OF A SCHOOL DISTRICT, A DISTRICT CHARTER SCHOOL, AN INSTITUTE
7 CHARTER SCHOOL, A SCHOOL DISTRICT, OR THE STATE CHARTER SCHOOL
8 INSTITUTE.

9 (g) "VENDOR" MEANS A BUSINESS OR OTHER ORGANIZATION WITH
10 WHICH A PUBLIC SCHOOL CONTRACTING ENTITY CONTRACTS FOR A
11 PRODUCT OR SERVICE. "VENDOR" INCLUDES A SCHOOL SERVICE CONTRACT
12 PROVIDER.

13 (2) (a) FOR A CONTRACT THAT A PUBLIC SCHOOL CONTRACTING
14 ENTITY ENTERS INTO WITH A VENDOR OR RENEWS WITH A VENDOR ON OR
15 AFTER JULY 1, 2026, FOR A CURATED DIGITAL RESEARCH COLLECTION
16 THAT IS SCHOLARLY IN NATURE OR INTENDED TO SUPPLEMENT
17 EDUCATIONAL GOALS AND IS USED BY STUDENTS, THE PUBLIC SCHOOL
18 CONTRACTING ENTITY SHALL INCLUDE IN THE TERMS OF THE CONTRACT A
19 TERMINATION CLAUSE STATING THAT THE CONTRACT IS MATERIALLY
20 BREACHED AND THAT GROUNDS FOR TERMINATION OF THE CONTRACT
21 EXIST IF THE COLLECTION CONTAINS ADVERTISEMENTS, PROMOTIONS, OR
22 EMBEDDED LINKS OR URLS AND WHEN NOTIFIED OF THE ADVERTISEMENT,
23 PROMOTION, OR EMBEDDED LINKS OR URLS THE VENDOR DOES NOT
24 REMOVE THE ITEMS WITHIN THREE DAYS AFTER RECEIVING THE NOTICE.
25 ALL VENDORS MUST CERTIFY THAT CURATED DIGITAL RESEARCH
26 COLLECTIONS ARE FREE OF ADVERTISEMENTS, PROMOTIONS, OR EMBEDDED
27 LINKS OR URLS. IF A VENDOR VIOLATES THE TERMS OF THE CONTRACT

1 PURSUANT TO THIS SUBSECTION (2), THE PUBLIC SCHOOL CONTRACTING
2 ENTITY IS ENTITLED TO REIMBURSEMENT AND MAY PURSUE REMEDIES FOR
3 BREACH OF CONTRACT.

4 (b) (I) A PUBLIC SCHOOL EMPLOYEE, CONTRACTOR, OR VOLUNTEER
5 SHALL REPORT TO THE PUBLIC SCHOOL CONTRACTING ENTITY WHEN
6 NOTIFIED THAT A COLLECTION CONTAINS AN ADVERTISEMENT,
7 PROMOTION, OR EMBEDDED LINK OR URL OR UPON FINDING AN
8 ADVERTISEMENT, PROMOTION, EMBEDDED LINK OR URL IN A COLLECTION.
9 IF A STUDENT; A STUDENT'S PARENT, GUARDIAN, OR LEGAL CUSTODIAN; OR
10 A COMMUNITY MEMBER FINDS THAT A COLLECTION CONTAINS AN
11 ADVERTISEMENT, PROMOTION, OR EMBEDDED LINK OR URL, THEY MAY
12 REPORT TO THE PUBLIC SCHOOL CONTRACTING ENTITY.

13 (II) THE REPORT MUST INCLUDE THE NAME OF THE COLLECTION
14 AND DETAILS, WHICH MAY INCLUDE THE TITLE OF A DOCUMENT, A
15 REFERENCE NUMBER, KEYWORDS USED TO ACCESS THE COLLECTION, OR A
16 HARD COPY OR PHOTOGRAPH OF THE COLLECTION.

17 (c) THE PUBLIC SCHOOL CONTRACTING ENTITY SHALL NOTIFY THE
18 VENDOR OR PROVIDER OF THE COLLECTION AND THE DEPARTMENT WITHIN
19 ONE BUSINESS DAY AFTER RECEIVING NOTICE PURSUANT TO SUBSECTION
20 (2)(b) OF THIS SECTION THAT THE COLLECTION CONTAINS AN
21 ADVERTISEMENT, PROMOTION, OR EMBEDDED LINK OR URL. THE PUBLIC
22 SCHOOL CONTRACTING ENTITY SHALL INCLUDE THE INFORMATION
23 REPORTED PURSUANT TO SUBSECTION (2)(b) OF THIS SECTION IN THE
24 NOTIFICATION. THE VENDOR OR PROVIDER OF THE COLLECTION SHALL
25 REMOVE THE ADVERTISEMENT, PROMOTION, OR EMBEDDED LINK OR URL
26 WITHIN THREE BUSINESS DAYS AFTER RECEIVING THE NOTICE FROM THE
27 PUBLIC SCHOOL CONTRACTING ENTITY.

1 (3) A PUBLIC SCHOOL SHALL ANNUALLY NOTIFY PUBLIC SCHOOL
2 EMPLOYEES, CONTRACTORS, OR VOLUNTEERS; STUDENTS, PARENTS,
3 GUARDIANS, OR LEGAL CUSTODIANS; AND COMMUNITY MEMBERS THAT
4 COLLECTIONS ARE REQUIRED TO BE FREE OF ADVERTISEMENTS,
5 PROMOTIONS, OR EMBEDDED LINKS OR URLS. THE NOTIFICATION MUST
6 INCLUDE THAT PUBLIC SCHOOL EMPLOYEES, CONTRACTORS, OR
7 VOLUNTEERS SHALL REPORT, AND THAT STUDENTS, PARENTS, GUARDIANS,
8 LEGAL CUSTODIANS, OR COMMUNITY MEMBERS MAY REPORT, TO THE
9 PUBLIC SCHOOL CONTRACTING ENTITY IF THEY DISCOVER OR ARE NOTIFIED
10 THAT THERE ARE ADVERTISEMENTS, PROMOTIONS, OR EMBEDDED LINKS OR
11 URLS IN THE COLLECTION. THE PUBLIC SCHOOL SHALL INCLUDE THE
12 ANNUAL NOTIFICATION ON ITS WEBSITE. THE PUBLIC SCHOOL MAY
13 INCLUDE THE INFORMATION ON ITS WEBSITE REGARDING HOW TO MAKE A
14 REPORT.

15 (4) IF A PUBLIC SCHOOL CONTRACTS OR ENTERS INTO AN
16 AGREEMENT WITH A PUBLIC LIBRARY, AS DEFINED IN SECTION 24-90-103,
17 THAT PROMOTES A COLLECTION, THE PUBLIC SCHOOL SHALL ANNUALLY
18 DISCLOSE THE DETAILS OF THE CONTRACT OR AGREEMENT WITH THE
19 PUBLIC LIBRARY BY EMAIL TO THE LOCAL SCHOOL DISTRICT BOARD OF
20 EDUCATION, PARENTS, GUARDIANS, OR LEGAL CUSTODIANS OF STUDENTS
21 ENROLLED IN THE SCHOOL. IF ANY CHANGES TO THE CONTRACT OR
22 AGREEMENT OCCUR, THE PUBLIC SCHOOL SHALL SEND AN EMAIL
23 NOTIFICATION THAT DESCRIBES ANY MATERIAL CHANGES TO THE LOCAL
24 SCHOOL DISTRICT BOARD OF EDUCATION, PARENTS, GUARDIANS, OR LEGAL
25 CUSTODIANS OF STUDENTS ENROLLED IN THE SCHOOL.

26 (5) (a) SUBJECT TO AVAILABLE APPROPRIATIONS, THE
27 DEPARTMENT SHALL COLLECT AND COMPILE THE REPORTS RECEIVED

1 PURSUANT TO SUBSECTION (2)(c) OF THIS SECTION INTO A COMPREHENSIVE
2 STATEWIDE REPORT. ON OR BEFORE JANUARY 15, 2027, AND EVERY
3 JANUARY 15 THEREAFTER, THE DEPARTMENT SHALL SUBMIT THE
4 STATEWIDE REPORT DESCRIBED IN THIS SUBSECTION (5)(a) TO THE
5 EDUCATION COMMITTEES OF THE HOUSE OF REPRESENTATIVES AND THE
6 SENATE, OR THEIR SUCCESSOR COMMITTEES.

7 (b) NOTWITHSTANDING THE REQUIREMENT IN SECTION 24-1-136
8 (11)(a)(I), THE REQUIREMENT TO SUBMIT THE REPORT REQUIRED IN
9 SUBSECTION (5)(a) OF THIS SECTION CONTINUES INDEFINITELY.

10 **SECTION 3. Act subject to petition - effective date -**
11 **applicability.** (1) This act takes effect at 12:01 a.m. on the day following
12 the expiration of the ninety-day period after final adjournment of the
13 general assembly; except that, if a referendum petition is filed pursuant
14 to section 1 (3) of article V of the state constitution against this act or an
15 item, section, or part of this act within such period, then the act, item,
16 section, or part will not take effect unless approved by the people at the
17 general election to be held in November 2026 and, in such case, will take
18 effect on the date of the official declaration of the vote thereon by the
19 governor.

20 (2) This act applies to contracts entered into or renewed on or
21 after July 1, 2026.