

**First Regular Session
Seventy-fifth General Assembly
STATE OF COLORADO**

ENGROSSED

*This Version Includes All Amendments Adopted
on Second Reading in the House of Introduction*

LLS NO. 25-0635.01 Alana Rosen x2606

HOUSE BILL 25-1158

HOUSE SPONSORSHIP

Bradley and English,

SENATE SPONSORSHIP

Baisley,

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.

HOUSE
Amended 2nd Reading
April 11, 2025

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 and embedded
11 electronic links to commercial content that distract from their primary
12 purpose: To foster deep learning, critical thinking, and intellectual
13 growth.

14 (c) The presence of advertisements or embedded electronic links
15 in educational materials is a violation of the sacred space in which
16 students should be immersed: One that is focused solely on students'
17 academic and intellectual development. These extraneous influences not
18 only distract but also diminish the value of educational resources, turning
19 spaces for learning into venues for commercialization. The general
20 assembly shall ensure that these spaces remain protected from
21 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 or embedded electronic
9 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.

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 and embedded electronic links, ensuring that
12 the focus remains squarely on learning and intellectual development;

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

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

24 (4) The general assembly further declares unwavering
25 commitment to ensuring that every student in Colorado has access to a
26 distraction-free, academically enriching environment where educational
27 resources support students' growth, dreams, and future. This act

1 represents a vital step in advancing a system of education that is fair,
2 focused, and free from commercial exploitation, ensuring that all
3 students, regardless of their circumstances, have the opportunity to thrive.

4 **SECTION 2.** In Colorado Revised Statutes, 22-1-135, **amend** (1)
5 introductory portion, (1)(a), and (2)(d) introductory portion; and **add**
6 (1)(a.5), (1)(b.5), (1)(b.6), (1)(b.7), (1)(e), (2)(d)(IV), and (4) as follows:

7 **22-1-135. Terms and conditions in public school contracts -**
8 **definitions.** (1) As used in this section, UNLESS THE CONTEXT OTHERWISE
9 REQUIRES:

10 (a) ~~"Construction" means the process of building, altering,~~
11 ~~repairing, improving, or demolishing any public structure or building or~~
12 ~~any other public improvements of any kind to any real property that is~~
13 ~~owned or leased by a contracting entity or by a public school and is used~~
14 ~~for the direct benefit of or in support of a public school.~~

15 "ADVERTISEMENT" MEANS A WRITTEN, VISUAL, OR ORAL COMMUNICATION
16 THAT ATTEMPTS TO PERSUADE AN INDIVIDUAL TO BUY A PRODUCT OR
17 TAKE AN ACTION. AN ADVERTISEMENT MAY BE PUBLISHED IN
18 NEWSPAPERS, IN MAGAZINES, ON THE RADIO, ON TELEVISION, OR ON THE
19 INTERNET.

20 (a.5) "CONSTRUCTION" MEANS THE PROCESS OF BUILDING,
21 ALTERING, REPAIRING, IMPROVING, OR DEMOLISHING ANY PUBLIC
22 STRUCTURE OR BUILDING OR ANY OTHER PUBLIC IMPROVEMENTS OF ANY
23 KIND TO ANY REAL PROPERTY THAT IS OWNED OR LEASED BY A
24 CONTRACTING ENTITY OR BY A PUBLIC SCHOOL AND IS USED FOR THE
25 DIRECT BENEFIT OF OR IN SUPPORT OF A PUBLIC SCHOOL.

26 (b.5) "CURATED DIGITAL RESEARCH COLLECTION" MEANS A
27 COLLECTION OF MEDIA, FILES, OR DATABASES THAT HAVE BEEN CURATED

1 AND DIGITALLY PRESERVED AND ARE ACCESSIBLE ON THE INTERNET VIA
2 AN INTERNET CONNECTION OR THROUGH SOFTWARE.

3 (b.6) "EMBEDDED LINK OR UNIFORM RESOURCE LOCATOR" OR
4 "EMBEDDED LINK OR URL" MEANS AN ELECTRONIC LINK OR URL THAT
5 DIRECTS USERS TO A STANDALONE ADVERTISEMENT THAT DIRECTLY
6 ENABLES TARGETED ADVERTISING OR THAT LACKS ADJACENT
7 EDUCATIONAL OR INFORMATIONAL CONTENT OR MATERIALS.

8 (b.7) "PROHIBITED ADVERTISING" MEANS AN ADVERTISEMENT
9 PUBLISHED BY A CONTRACTOR IN THE CONTRACTOR'S CURATED DIGITAL
10 RESEARCH COLLECTION THAT RESULTS IN THE CONTRACTOR COLLECTING
11 REVENUE GENERATED FROM THE ADVERTISEMENTS APPEARING IN THE
12 CURATED DIGITAL RESEARCH COLLECTION. "PROHIBITED ADVERTISING"
13 DOES NOT INCLUDE AN ADVERTISEMENT ORIGINALLY PUBLISHED IN A
14 NEWSPAPER, MAGAZINE, OR ON THE INTERNET THAT IS CURATED AND
15 AGGREGATED IN THE CURATED DIGITAL RESEARCH COLLECTION OR
16 LOCATED THROUGH EMBEDDED LINKS OR URLS OUTSIDE OF THE CURATED
17 DIGITAL RESEARCH COLLECTION.

18 (e) "TARGETED ADVERTISING" MEANS ADVERTISEMENTS
19 DISPLAYED TO A STUDENT BASED ON INFORMATION OBTAINED OR
20 INFERRED OVER TIME FROM THE STUDENT'S ONLINE BEHAVIOR, USE OF
21 APPLICATIONS, OR PERSONALLY IDENTIFIABLE INFORMATION.

22 (2) (d) A public school contract must include provisions, and if
23 ~~such~~ THE provisions are nonetheless inadvertently or otherwise omitted,
24 ~~shall be~~ IS deemed to include provisions, that:

25 (IV) REQUIRE THAT A CONTRACT IS MATERIALLY BREACHED AND
26 THAT GROUNDS FOR TERMINATION OF THE CONTRACT EXIST IF THE
27 CONTRACTOR'S CURATED DIGITAL RESEARCH COLLECTION CONTAINS

1 TARGETED ADVERTISING, PROHIBITED ADVERTISING, OR EMBEDDED LINKS
2 OR URLS AND, AFTER THE CONTRACTOR IS NOTIFIED OF THE TARGETED
3 ADVERTISING, PROHIBITED ADVERTISING, OR EMBEDDED LINKS OR URLS,
4 THE CONTRACTOR DOES NOT REMOVE OR DEACTIVATE THE TARGETED
5 ADVERTISING, PROHIBITED ADVERTISING, OR EMBEDDED LINKS OR URLS
6 WITHIN THIRTY DAYS AFTER RECEIVING THE NOTIFICATION.

7 (4) BEGINNING IN THE 2026-27 SCHOOL YEAR, A SCHOOL OF A
8 SCHOOL DISTRICT, A BOARD OF COOPERATIVE SERVICES, A DISTRICT
9 CHARTER SCHOOL, OR AN INSTITUTE CHARTER SCHOOL SHALL ANNUALLY
10 NOTIFY PARENTS THAT CURATED DIGITAL RESEARCH COLLECTIONS ARE
11 REQUIRED TO BE FREE OF TARGETED ADVERTISING, PROHIBITED
12 ADVERTISING, OR EMBEDDED LINKS OR URLS AS SET FORTH IN
13 SUBSECTION (2)(d) OF THIS SECTION. ■ ■

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

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