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STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2026

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A N A C T

RELATING TO EDUCATION -- SAFE SCHOOL TECHNOLOGY ACT OF 2026

Introduced By: Representatives Caldwell, Knight, Read, Casimiro, Cotter, O'Brien,
Speakman, Donovan, Kislak, and Spears

Date Introduced: February 27, 2026

Referred To: House Education

It is enacted by the General Assembly as follows:

1 SECTION 1. Title. This act shall be known and may be cited as the Safe School
2 Technology Act of 2026.

3 SECTION 2. Purpose. The purpose of this act is to ensure that Rhode Island schools remain
4 focused on effective, developmentally appropriate instruction, grounded in evidence-based
5 practices and respectful of student well-being and privacy.

6 SECTION 3: Findings.

7 The Rhode Island general assembly hereby finds as follows:

8 (1) Online and digital products marketed to schools often provide unsafe, ineffective, and
9 inappropriate experiences, and also collect and share student data without appropriate consent.

10 (2) A lack of regulation has led to:

11 (i) Technology companies marketing commercial products as educational with no
12 accountability;

13 (ii) Children being given devices without proof of developmental appropriateness;

14 (iii) Collection and monetization of student data for non-educational purposes;

15 (iv) Platforms with advertising, gamification, AI, chat features, and addictive design in
16 classrooms;

17 (v) Parents being excluded from decisions about their child's digital exposure;

18 (vi) Insufficient privacy and safety protections in school technology; and

19 (vii) General increase of screen time, which research associates with elevated risks of

1 psychological disorders, and other health risks.

2 (3) Online and digital products do not prioritize student privacy or safety.

3 (i) Nearly all online and digital school tech apps share students' personal information with
4 third parties.

5 (ii) Nearly ninety percent (90%) of online and digital school tech products surveil or can
6 surveil children outside school hours and deep into their private lives.

7 (iii) Sixty percent (60%) of school apps send student data to third-party advertising
8 platforms, and only fourteen percent (14%) of schools enable caregivers to consent to technology
9 use.

10 (iv) Schools and online and digital school tech companies are prime targets for
11 cybercriminals.

12 (4) Online and digital products used at school increase student screen time at the risk of
13 students' physical and mental health.

14 (i) Recent surveys show that students spend 1-4 hours daily on screens at school.

15 (ii) There is a sixty percent (60%) increase in psychological disorders in children who have
16 more than 1-2 hours of screen time per day.

17 (iii) Using a computer seven (7) hours a week or more triples the risk of nearsightedness.

18 (5) Online and digital products are ineffective in producing positive learning outcomes.

19 (i) A study called How We Learn by researchers for Scientific American Mind reviewed
20 more than seven hundred (700) scientific articles on ten (10) common learning techniques to
21 identify the most advantageous ways to study. Of those deemed most advantageous for learning,
22 exactly Zero used any sort of advanced digital technology.

23 (ii) The Organization for Economic Co-Operation and Development studied millions of
24 High School students worldwide and found that those who used computers heavily at school do a
25 lot worse in most learning outcomes, even after accounting for social background and student
26 demographics.

27 (iii) Research suggests that, on average, students using tablets in all or most of all of their
28 classes have reading scores that are the equivalent of a full grade lower on assessments than students
29 who never use tablets in their classrooms.

30 (iv) Fourth-grade students who used tablets in all or almost all their classes had, on average,
31 reading scores fourteen (14) points lower than those who never used them – a differential equivalent
32 to an entire grade level.

33 (v) When replication studies conducted by independent researchers were compared to
34 research conducted by app developers, the developer studies tended to yield 80% higher academic

1 gains.

2 (vi) National assessment scores have declined in recent years, with mounting evidence
3 suggesting a correlation between technology saturation and poor student outcomes, especially in
4 early education.

5 (6) States that have implemented a regulation to reduce screen use have seen positive
6 results:

7 (i) Texas (Frisco ISD): Certain elementary campuses replaced Chromebooks with hands-
8 on, print-first instruction in K–4 and saw stronger engagement from struggling readers;

9 (ii) Florida (Hillsborough County): Adopted a tiered tech access model where only grades
10 6–12 received devices, and K–5 classrooms used paper-based curriculum, citing screen fatigue and
11 disciplinary issues; and

12 (iii) Private/Charter Schools: Some use no classroom screens in K–6 and limit device use
13 in 7–12. These schools consistently outperform peers in academic measures.

14 (7) Schools have been sued due to student access to digital platforms that expose minors to
15 harmful or inappropriate content, without informed parental consent.

16 SECTION 4. Title 16 of the General Laws entitled "EDUCATION" is hereby amended by
17 adding thereto the following chapters:

18 CHAPTER 117

19 AGE-APPROPRIATE SCHOOL DEVICE ACT

20 **16-117-1. Definitions.**

21 As used in this chapter, the following words and terms shall have the following meanings
22 unless the context clearly indicates otherwise:

23 (1) "Caregiver" means a parent or guardian of a student who is authorized to make
24 education decisions for the student.

25 (2) "Digital device" means any electronic hardware used for instructional purposes that can
26 access, process, store, or transmit data, including laptops, tablets, Chromebooks, smartphones, and
27 similar internet-capable devices.

28 (3) "One to one" means each student has their own dedicated digital device, such as a laptop
29 or tablet, issued by the school for educational purposes.

30 (4) "School technology" or "EdTech" means technology hardware and software that is
31 marketed for use by students in schools and/or classrooms to facilitate learning.

32 (5) "School-issued device" means any technological hardware that a school provides to
33 individual students for their personal use on school property, at home, or both. "School-issued
34 device" includes any laptop, tablet, or other technological device.

1 (6) "Safety" means the absence of features likely to cause harm to students including, but
2 not limited to, addictive design elements, inappropriate content exposure, or predatory data
3 collection.

4 (7) "Screen free" means the condition in which students do not have access to or use of
5 school-issued or personal screen-based devices including, but not limited to, smartphones, tablets,
6 laptops, and smartwatches.

7 (8) "Social media" means a web-based or mobile platform:

8 (i) That allows users to connect and interact socially with each other by creating a profile,
9 sharing social connections, and posting content viewable by other users; and

10 (ii) Where users can construct a public profile, populate a list of connections, and create
11 content for others to see.

12 **16-117-2. Digital device set-up.**

13 A school shall ensure the following set-up and safety standards prior to the provision of a
14 school-issued digital device to a student:

15 (1) Enable screen time settings so caregivers may track and support healthy screen time
16 practices;

17 (2) Disable the camera to decrease cyberbullying opportunities and the sharing of sensitive
18 imagery;

19 (3) Block access to social media apps;

20 (4) Configure all default privacy and safety settings to the highest level of privacy and
21 safety;

22 (5) Any school-issued digital device returned at the end of the school year shall have all
23 personal information deleted prior to the subsequent provision of the device to another student.

24 **16-117-3. Caregiver rights.**

25 (a) A school shall provide equivalent non-digital resources in the case that an emancipated
26 student, or caregiver of a non-emancipated student, chooses to:

27 (1) Opt out of school-issued devices;

28 (2) Opt out of school-issued devices being sent home; and

29 (3) Opt out of online standardized testing.

30 (b) A student who is opted out shall not be subject to retaliation or discrimination.

31 CHAPTER 118

32 ENSURING SAFE SCHOOL SOFTWARE ACT

33 **16-118-1. Definitions.**

34 As used in this chapter, the following words and terms shall have the following meanings

1 unless the context clearly indicates otherwise:

2 (1) "Addictive design feature" means any feature or component of a digital or online
3 product that encourages or increases a students' frequency, time spent, or activity on the covered
4 platform. Addictive design features include, but are not limited to:

5 (i) Infinite scroll or autoplay;

6 (ii) Points, badges and other rewards for time spent on the product or gamification;

7 (iii) Notifications; and

8 (iv) Push alerts that urge a user to spend more time engaged with the product when they
9 are not actively using it.

10 (2) "Caregiver" means a parent or guardian of a student who is authorized to make
11 education decisions for the student.

12 (3) "Compliance with existing laws" means the product complies with all state and federal
13 regulatory, privacy and any other applicable laws.

14 (4) "Education technology provider" means an entity that provides:

15 (i) Devices or digital technologies used by a school pursuant to a contract with a school
16 district or school board, with the intent to facilitate learning; or

17 (ii) Free devices or online and digital products to the school district.

18 (5) "Effectiveness" means a product is independently verified to provide superior learning,
19 knowledge and skill acquisition above and beyond the non-digital and not-online method.

20 (6) "Independently verified" means a product has been checked for its safety, effectiveness,
21 and compliance by an impartial, separate third party who is not involved with its creation or
22 management, ensuring objectivity and trust by removing potential bias from the original source.

23 (7) "Instructional technology tool" means any student-facing software, application, or
24 platform used in classrooms for teaching and learning purposes, which may collect, process, or
25 transmit student data.

26 (8) "School technology" or "EdTech" means technology hardware and software that is
27 marketed for use by students in schools and/or classrooms to facilitate learning.

28 (9) "Safety" means the absence of features likely to cause harm to students including, but
29 not limited to, addictive design elements, inappropriate content exposure, or predatory data
30 collection.

31 (10) "Social media" means a web-based or mobile platform:

32 (i) That allows users to connect and interact socially with each other by creating a profile,
33 sharing social connections, and posting content viewable by other users; and

34 (ii) Where users can construct a public profile, populate a list of connections, and create

1 content for others to see.

2 (11) "Student personal information" means any personally identifiable information
3 collected through online or digital technology about a current or formerly enrolled individual
4 student.

5 (12) "Targeted advertising" means advertising that is presented to a student on the basis of
6 information acquired, obtained or inferred over time from the student's online behavior, use of
7 applications, or sharing of student personal information.

8 **16-118-2. Educational technology standards.**

9 (a) The Rhode Island attorney general in collaboration with the department of education
10 shall set, and annually review, standards for safety, effectiveness and legal compliance needed for
11 certification of an allowable instructional technology tool. These standards and the list of certified
12 technology tools shall be easily accessible on the attorney general's website.

13 (b) Safety. A certified instructional technology tool shall:

14 (1) Be explicitly designed for instructional use and employed intentionally to enhance
15 student learning outcomes;

16 (2) Be compliant with Rhode Island curriculum standards;

17 (3) Prohibit the following design features:

18 (i) Geolocation;

19 (ii) Generative or conversational artificial intelligence;

20 (iii) Targeted advertisements;

21 (iv) Personalized recommendation systems;

22 (v) Access to adult strangers; and

23 (vi) Addictive design features.

24 (c) Effectiveness. To be certified, an instructional technology tool shall be independently
25 verified to provide instructional benefits that equal or exceed what is achievable through non-digital
26 methods.

27 (d) Compliance. To be certified, an instructional technology tool shall be fully compliant
28 with state and federal privacy laws and shall guarantee compliance, in a legally binding manner,
29 with the following;

30 (1) Children's Online Privacy Protection Act, safe harbor certification (15 U.S.C. § 6501,
31 et seq.);

32 (2) Clear and easy-to-understand product information, in a manner that a person at a
33 seventh grade reading level can reasonably understand;

34 (3) Caregiver notification of all personal information collected through the use of the

1 product and how the provider maintains, uses, and shares the personal information;
2 (4) Facilitated access to, and correction of, student personal information by a student or a
3 caregiver;
4 (5) Upon the request of the school, school district, or caregiver, a student's personal
5 information shall be deleted, not just anonymized, within seven (7) days of a request;
6 (6) To provide, directly to the student, caregiver, or through the school, access to an
7 electronic copy of the student's personal information;
8 (7) Assurance that a successor entity or third party with whom a provider may contract
9 shall abide by the district contract;
10 (8) An agreement regarding recourse to the school and caregivers in the case of a data
11 breach or a breach of contract;
12 (9) Assurance that the provider shall not:
13 (i) Make changes to privacy policy without caregiver and district consent; or
14 (ii) Transfer a student's data to a successor entity without caregiver and district consent.
15 (e) Data minimization. A contracted school technology provider shall not:
16 (1) Collect data that is not essential for the tool to function effectively for the purpose for
17 which it is contracted;
18 (2) Collect the following data for any purpose:
19 (i) Demographic data aside from the name and grade of the student;
20 (ii) Behavioral or interactional data; or
21 (iii) Sensitive health information.
22 (3) Use collected data for any of the following purposes:
23 (i) To sell, share or rent data to third parties; or
24 (ii) To create student profiles for non-educational uses such as targeted advertising,
25 disciplinary actions or discrimination.
26 (f) Nothing in this chapter shall be construed to limit or alter obligations under the
27 Individuals with Disabilities Education Act ("IDEA")(20 U.S.C. §1400 et seq.), Section 504 of the
28 Rehabilitation Act (29 U.S.C. §794), or the Americans with Disabilities Act ("ADA")(42 U.S.C.
29 §1214 et seq.). Schools must provide reasonable modifications and necessary assistive technology
30 to ensure FAPE and equal access.

31 **16-118-3. Annual registration.**

32 (a) Annually, a provider of an instructional technology tool shall:
33 (1) Register with the Rhode Island attorney general's office;
34 (2) Pay a registration fee of one hundred dollars (\$100);

- 1 (3) Provide the following information during registration:
- 2 (i) The privacy policy and terms and conditions in use by the instructional technology tool;
- 3 (ii) A guarantee that the product safety, efficacy and privacy standards are compliant with
- 4 the guidelines set forth by the attorney general;
- 5 (iii) A proper age category for use of the instructional technology tool;
- 6 (iv) Acknowledgement that:
- 7 (A) Instructional technology tools certified for use by Rhode Island schools are subject to
- 8 random independent compliance audits hired by either the attorney general’s office or the
- 9 department of elementary and secondary education;
- 10 (B) Providers found to not be in compliance, whether by audit or other report, are subject
- 11 to legal liability as unfair or deceptive act or practices under Section 5 of the Federal Trade
- 12 Commission Act (15 U.S.C. § 45); and
- 13 (C) The attorney general may maintain a civil action in the superior court to seek
- 14 appropriate injunctive relief.
- 15 (b) The attorney general’s office, in collaboration with the department of elementary and
- 16 secondary education, shall create and make publicly available guidelines for acceptable student-
- 17 facing instructional technology.
- 18 (c) A list of certified instructional technologies shall be listed on the department of
- 19 elementary and secondary education website.

20 SECTION 5. This act shall take effect upon passage.

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EXPLANATION
BY THE LEGISLATIVE COUNCIL
OF
A N A C T
RELATING TO EDUCATION -- SAFE SCHOOL TECHNOLOGY ACT OF 2026

- 1 This act would establish the Safe School Technology Act of 2026. This act would ensure
- 2 that Rhode Island schools remain focused on effective, developmentally appropriate instruction,
- 3 grounded in evidence-based practices and respectful of student well-being and privacy.
- 4 This act would take effect upon passage.

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