GOLDWATER INSTITUTE

Academic Transparency Act

AN ACT relating to transparency of K-12 learning materials and parental access to instructional materials.

Section 1. Online Transparency

(A) Each school that is operated by a school district or charter school shall disclose on a publicly accessible portion of its website all of the following:

1. The procedures or processes in effect for the school principal or other staff to document, review or approve lesson plans or the learning materials and activities used for student instruction at the school.
2. A listing of the teacher and staff training materials and activities used at the school in the current school year.
3. A listing of the learning materials and activities used for student instruction at the school in the current school year, including at least the following, organized, at a minimum, by subject area, grade and teacher:
    a. Textbooks, articles and other required reading materials; videos and audio recordings; digital materials; websites; instructional handouts and worksheets; online applications for a phone, laptop or tablet; grade level or schoolwide assemblies; guest lectures; action-oriented civics learning assignments or projects; service-learning projects.
    b. The title, the author or organization, and if accessed online, the internet address, associated with the material or activity.

(B) Each school shall list the required materials and activities online:

1. Not more than ten school days after the first use of each material or activity.
2. [Optional]: At least ten school days before the first use of each learning material and activity used for student instruction or teacher training on topics of discrimination, diversity, equity, inclusion, race, ethnicity, sex, gender identity, “LGBTQ+”, action-oriented civics, service learning or social and emotional competencies, or any combination of these topics with other concepts.
3. In a manner that is accessible via the school website for at least two years and is electronically searchable or sortable at a minimum within each separately posted section or course.

(C) Each school may, but is not required to:

1. Post and update the listing of materials and activities on an ongoing basis.
2. Use collaborative online document or spreadsheet software or an online learning management system that allows multiple authorized users to update or add to posted content on an ongoing basis, provided that the information is publicly accessible via a posted link on the school website or that, if using an online learning management

system, temporary remote access is provided on demand pursuant to paragraph 3 of this subsection.

3. Satisfy the requirements of this section by posting a copy or the full text of the lesson plans submitted to the school principal or other staff by instructors at the school in the current year, or by providing temporary login credentials via a publicly accessible link on the school website to the school's online learning management system for any grade levels requested, provided that both of the following apply:
    a. Any learning materials and activities that are used for student instruction and that are not recorded on the lesson plans or the online learning management system are also listed via a publicly accessible link on the school website.
    b. Any temporary login credentials are automatically generated immediately on request and provide access for the requested grade levels for not less than seventy-two hours at least once per thirty-day period for each requestor. The access provided via the login credentials may be limited to the learning materials and activities used for instruction at the school and is not required to provide access to academic assessments, answer keys, student generated content, student performance records or other student identifying information.

(D) This section does not require:

1. The digital reproduction of the learning materials or activities.
2. The disclosure of academic assessments.
3. The separate reporting of individual components of learning materials that are produced as a single volume, except that for digital volumes containing works by multiple authors, the school shall provide either a table of contents or internet address that discloses the discrete works and authors contained within the volume. Articles, videos or other materials from websites shall be identified, if possible, with an internet address specific to the relevant content used for student instruction.
4. The posting or distribution of any material or activity in a manner that would constitute an infringement of copyright under the copyright act (P.L. 94-553; 90 Stat. 2541 to 2598; 17 United States Code sections 101 to 1332).
5. The listing of materials and activities:
    a. Used at a school site with fewer than thirty enrolled students.
    b. Used only for individualized special education instruction as part of an individualized education program, as defined in 20 United States Code sections 1401 and 1412, or only for a student with a disability under section 504 of the rehabilitation act of 1973 (29 United States Code section 794).

(E) For privacy purposes, a teacher or staff member employed by a school may request that the school use the teacher's or staff member's personal title and last initial instead of the teacher's or staff member's full name when posting materials.

(Optional) Enforcement and Resolution Process

(F) A party may not initiate legal action to enforce this section unless the party adheres to the following process:

1. The party, which shall be limited to the state superintendent of public instruction, the attorney general, the county attorney for the county in which an alleged violation of this section occurs or a student or the parent of a student enrolled in the school district or charter school in which an alleged violation of this section occurs, shall submit a complaint in writing with the specific facts of the alleged violation to the principal of the school. The party may not submit more than one complaint of an alleged violation to the principal in any thirty-day period. The complaint may identify multiple materials within a single course that have not been posted in compliance with this section. The principal shall investigate the complaint and respond in writing, including a description of any action taken to resolve the complaint, within fifteen school days after receiving the written complaint.
2. If the action taken by the principal of the school does not resolve the complaint in a manner that ensures that each material or activity identified in the complaint is posted with the equivalent level of detail as required by this section, the party shall submit a complaint in writing with the specific facts of the alleged violation to the school district governing board or charter school governing body or the administrator designated by the governing board or governing body. The school district governing board, charter school governing body or designated administrator shall investigate the complaint and respond in writing, including a description of any action taken to resolve the complaint, within twenty-five school days after receiving the written complaint.
3. If the action taken by the school district governing board, charter school governing body or designated administrator does not resolve the complaint in a manner that ensures that each material or activity identified in the complaint is posted with the equivalent level of detail as required by this section, the party may pursue legal action to enforce this section.

(G) If a complaint is not resolved after pursuing resolution pursuant to subsection F of this section, the state superintendent of public instruction, attorney general or county attorney for the county in which an alleged violation of this section occurs, or a student or parent of a student enrolled in the school district or charter school in which an alleged violation of this section occurs, may initiate a suit in superior court to bring action for injunctive relief or a writ of mandamus to compel the school district governing board or charter school governing body to ensure that each material or activity identified in the suit is posted with the equivalent level of detail as required by this section. If a student or parent of a student prevails, the court shall award reasonable attorney fees to the student or parent. In the event of noncompliance with the order of the court, the court may punish the responsible official or employee for contempt.

(H) If the employment of an individual at the school has been discontinued or an internet address that functioned at the time of initial posting subsequently ceases to function, the governing board or governing body may not be held liable for not posting or updating the listing of learning materials and activities for that individual or item beyond what has previously been posted.

(I) An attorney acting on behalf of a school district or charter school may request a legal opinion of the attorney general or the county attorney for the county in which an alleged

violation of this section occurs as to whether the actions taken by the school district or charter school comply with this section.

Definitions

(J) For the purposes of this section:

1. "Action-oriented civics learning assignments or projects" includes assignments or projects that require students to contact elected officials or advocate for a political or social cause or to participate in political or social demonstrations.
2. "Guest lecture":
    a. Includes a presentation or educational event conducted by an outside individual or organization, including those facilitated by the school's staff.
    b. Does not include student presentations given by students enrolled at the school.
3. "Lesson plan" means the daily, weekly or other routinely produced guide, description or outline of the instruction to be provided by a teacher to students at the school.
4. "Service-learning projects" includes both of the following:
    a. Any requirement to participate in internships or other forms of collaboration with outside organizations after regular school hours for course credit or as a class project or assignment.
    b. The specific internships or organizations selected by students if the selection is made from a list of specific internships or organizations provided by the school or its staff.
5. "Used for student instruction":
    a. Means assigned, distributed or otherwise presented to students in any course for which students receive academic credit or in any educational capacity in which the school requires the student body to participate or in which a majority of students in a given grade level participate.
    b. Includes learning materials or activities from which students are required to choose one or more from a selection of materials that is restricted to specific titles.

Section 2. Prohibition on Denying Parental Access to Materials

(A) Neither the state department of education nor the governing board of a public school, nor any staff employed thereby and acting in the course of his or her official duties, shall purchase or contract for copyrighted learning materials to be used for student instruction at the school, including the renewal of subscription-based materials for which students are provided individual login credentials or access via electronic personal devices, unless provision is made to allow parents and guardians of enrolled students to review the materials within ten school days of the submission of a written request to the school. The means of provision shall include at least one the following:

1. Providing access to the materials at the school site during the school's normal hours of operation within ten school days of written request.

2. Providing temporary remote access or login credentials to at least one copy of the materials for review for at least a twenty-four hour period following each request, not to exceed one request per item per household during each thirty-day period.

(B) The parent or guardian reviewing copyrighted digital materials shall not be required as a condition of reviewing the materials to enter into terms of a nondisclosure agreement nor waive any rights beyond complying with federal copyright law.

1. Nondisclosure agreement means a confidentiality agreement or contract provision that prohibits the disclosure of information by a party to the contract.