

1 ENGROSSED HOUSE
2 BILL NO. 1982

By: Ranson and Deck of the
House

3 and

4 Mann of the Senate
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6 An Act relating to schools; amending 70 O.S. 2021,
7 Section 16-106, which relates to contracts for school
8 materials; requiring stipulation that electronic
9 textbook material will be ready for use; requiring
10 contracts between vendors and schools for certain
11 electronic materials to include certain provisions;
allowing contract termination and disqualification
for violations; clarifying violations are subject to
certain penalties and damages; defining terms;
providing for codification; providing an effective
date; and declaring an emergency.

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BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

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SECTION 1. AMENDATORY 70 O.S. 2021, Section 16-106, is

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amended to read as follows:

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Section 16-106. A. All contracts with publishers shall be

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signed by the chairperson and secretary of the State Textbook

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Committee on behalf of the state. Each contract shall stipulate the

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price at which each textbook will be sold to the State of Oklahoma,

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and that all copies supplied to the State of Oklahoma will be equal

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to or better than the official copy filed with the secretary of the

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Committee. The State Textbook Committee may approve the

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1 substitution of a later edition in lieu of the textbook originally
2 selected. The publisher shall stipulate in the contract that:

3 1. The price for which the textbook is to be furnished will be
4 the lowest at which the same textbook will be sold or offered for
5 sale for the purpose of securing a state or local selection or
6 adoption elsewhere in the United States during the six (6) months
7 prior to the date of the execution of the contract;

8 2. It will reduce the contract price of the textbook, if the
9 price of the same textbook is reduced below such contract price
10 elsewhere in the United States, and that it will file with the
11 secretary of the Committee a sworn statement of such reduction made
12 elsewhere;

13 3. If it prepares any supplementary or abridged or special
14 editions of any of the textbooks, and shall sell such editions
15 elsewhere at a lower price than that stipulated in the contract, it
16 will file copies of any and all such editions, together with the
17 prices thereof, with the secretary of the Committee;

18 4. It has not entered into any understanding, agreement or
19 combination to control the prices or restrict competition in the
20 sale of textbooks;

21 5. It will furnish the textbooks to the State of Oklahoma
22 during the term of the contract in such amounts as may be required;
23 and

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1 6. It will furnish for a like period in lieu of the
2 corresponding textbooks under contract any other books listed in any
3 annual statement subsequently filed by it during the term of the
4 contract to any school district at the lowest new prices contained
5 in such statement, and that it will maintain said prices uniformly
6 through the state; and

7 7. All electronic materials furnished in lieu of or bundled
8 with a physical textbook are ready for use or will be ready for use
9 by the date of delivery.

10 B. Textbooks selected by the State Textbook Committee may be
11 purchased by school districts at the prices for which contracts have
12 been awarded, pending the effective dates of the contracts.

13 C. The chairperson and secretary of the State Textbook
14 Committee, on the advice and consent of the attorney for the State
15 Department of Education, may, with the consent of the holders of
16 state textbook contracts, change any contract to conform with the
17 provisions of Section 16-102 of this title.

18 D. As requested by a school district or the Oklahoma School for
19 the Blind, all publishers who enter into contracts with the State
20 Textbook Committee shall be required to furnish the Committee with
21 electronic files in a file format from which Braille and other
22 accessible versions of the instructional materials can be produced.
23 The file format in which electronic instructional materials files
24 are provided to the Committee shall be in a format prescribed by

1 federal law or regulations promulgated by the United States
2 Department of Education which requires national standards for
3 electronic files to be used for production of accessible
4 instructional materials. In the absence of a federal law or
5 regulation establishing a national standard, a file format standard
6 shall be prescribed by the State Department of Rehabilitation
7 Services.

8 SECTION 2. NEW LAW A new section of law to be codified
9 in the Oklahoma Statutes as Section 16-201 of Title 70, unless there
10 is created a duplication in numbering, reads as follows:

11 A. Any contract, licensing agreement, or other agreement
12 between a vendor and a school or school district for electronic
13 educational materials, including, but not limited to, digital
14 textbooks, supplemental textbook materials, software, online access,
15 and other means of digital distribution, shall include a stipulation
16 or addendum ensuring:

17 1. The materials purchased are ready for use or will be ready
18 for use by the date of delivery;

19 2. A replacement for any defective or nonworking materials will
20 be sent at no cost to the school, in a timely manner, but no later
21 than seven (7) calendar days from notification by the school of such
22 defect or nonworking material; and

23 3. Any updates, maintenance, or support services needed for the
24 proper function or applicability of the materials will be supplied

1 in a timely manner, but no later than seven (7) calendar days from
2 notification by the school of an issue.

3 B. A vendor who violates any provision of this section may, as
4 determined by the school district, be subject to immediate contract
5 termination and disqualification from future contracts and shall be
6 subject to damages and penalties as provided by law.

7 C. For purposes of this section:

8 1. "Electronic educational materials" means materials that are
9 selected and placed on the list of textbooks by the State Textbook
10 Committee, optional supplements created for the approved list of
11 textbooks, materials pertaining to subjects that are not reviewed by
12 the State Textbook Committee, or materials that support instruction
13 in the subject matter standards as adopted by the State Board of
14 Education in Section 11-103.6 of Title 70 of the Oklahoma Statutes
15 that were not reviewed by the State Textbook Committee; and

16 2. "Vendor" means any person, firm, company, corporation, or
17 organization making sales of tangible personal property,
18 intellectual property, or services in this state.

19 SECTION 3. This act shall become effective July 1, 2025.

20 SECTION 4. It being immediately necessary for the preservation
21 of the public peace, health or safety, an emergency is hereby
22 declared to exist, by reason whereof this act shall take effect and
23 be in full force from and after its passage and approval.

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1 Passed the House of Representatives the 11th day of March, 2025.

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4 Presiding Officer of the House
5 of Representatives

6 Passed the Senate the ___ day of _____, 2025.

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9 Presiding Officer of the Senate