ExcelinEd

Guardrails for Student-Facing Digital Tools in K-12 Schools

Model Policy | 2026

WHEREAS, educational technology powered by artificial intelligence (AI) provides opportunities for supporting educators, personalizing learning and improving the effectiveness and efficiency of instructional delivery;

WHEREAS, the Legislature also recognizes the risks inherent in this emergent technology, including the unauthorized access, collection and commercial exploitation of student data;

WHEREAS, ensuring student safety requires guardrails against harmful content and digital distraction;

WHEREAS, the responsible deployment of educational technology also requires mitigating unnecessarily human-like AI and the generation of inaccurate or biased outputs;

WHEREAS, maintaining transparency and accountability requires routine vendor disclosures and ensuring schools and parents have a clear view into how AI operates in classrooms;

WHEREAS, AI should support capacity for independent problem-solving by scaffolding reasoning and offering Socratic feedback, rather than automating the cognitive work students should perform by themselves;

WHEREAS, state and district procurement of AI-powered educational tools should be grounded in rigorous, independent evidence of positive student outcomes, while creating a structured, safe pathway to build evidence for emerging technologies;

WHEREAS, AI should meet digital accessibility standards and securely integrate with schools' technology infrastructure;

NOW, THEREFORE, BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF [STATE]:

Section 1. Purpose

The purpose of this Act is to establish clear guardrails for all AI-powered educational tools that directly interact with students in K-12 instructional settings.

Section 2. Definitions

1. As used in this Act, these terms have the following meanings:
   - **a.** "Active Learning" means instruction that requires a student to engage in cognitive processes including analyzing, reasoning, practicing or creating to understand or apply knowledge or skills.
   - **b.** "AI-Powered Educational Tool" means a digital tool, platform or software—or a feature, function or component within a digital tool, platform or software—that utilizes Artificial Intelligence to support, enhance or directly deliver instruction, tutoring or feedback to students. This does not include:

i. Learning and classroom management systems

ii. Student monitoring systems, such as network filters, device-monitoring software or proctoring tools

iii. Platforms used exclusively by educators for lesson planning or instructional preparation

iv. Assessments or assessment delivery platforms that do not generate instructional content

v. Other digital tools, platforms or software not specifically designed to provide instruction, tutoring or feedback to students

c. "Algorithmic Impact Assessment (AIA)" means a documented evaluation of an AI system's purpose, data sources, accuracy, fairness, bias testing and human-oversight measures.

d. "Artificial Intelligence (AI)" means programs or machines that simulate tasks requiring human intelligence, such as making predictions, providing recommendations or making decisions.

e. "Biometric Identifier" means data that depict or describe physical, biological or behavioral traits, characteristics or measurements of or relating to an identified or identifiable person's body. This includes, but is not limited to, fingerprints, handprints, retina and iris patterns, genetic data, voiceprints, gait patterns, facial templates and faceprints.

f. "Department" means the state Department of Education, or its designee, which is charged with establishing and overseeing the regulations, guidance and procedures related to this Act.

g. "Educational Efficacy" means the measurable and verifiable impact of an AI-Powered Educational Tool on student outcomes.

h. "Material Safety or Privacy Incident" means an incident involving an AI-Powered Educational Tool that results in, or creates a material risk of, significant harm to a student's safety, security, privacy or well-being.

i. "Operator" means an individual, organization, business or entity that provides an AI-Powered Educational Tool.

j. "Outcomes-Based Contract (OBC)" means a contract in which a substantial portion of payments to an Operator is contingent on meeting pre-defined outcomes as measured by reliable and valid metrics, including standardized measure of academic achievement, student growth or other meaningful and measurable indicators aligned to district priorities.

k. "Parent" means a parent or legal guardian of a student.

l. "Personally Identifiable Information (PII)" means information that can be used to identify, relate to, describe, is reasonably capable of being associated with or could reasonably be linked, directly or indirectly, with a particular individual.

m. "Student" means an individual enrolled in a K-12 instructional setting who interacts with an AI-Powered Educational Tool.

n. "Tier I or Tier II Evidence Standards under ESSA" means the "strong" or "moderate" evidence standard as defined in 20 U.S.C. § 7801(21)(A)(i)(I-II).

o. "Tier IV Evidence Standard under ESSA" means the "demonstrates a rationale" evidence standard as defined in 20 U.S.C. § 7801(21)(A)(ii).

Section 3. School District Responsibilities and Parent Transparency

1. School districts, in collaboration with Operators, shall ensure full transparency with parents and families regarding the deployment of AI-Powered Educational Tools.
2. Districts shall provide a plain-language notification to students and families at the beginning of each school year and within [X number of days] of the district deploying a new AI-Powered Educational Tool. At minimum, this notification shall include:
    a. An updated and accessible list specifying which AI-Powered Educational Tools are approved for use.
    b. A description of why each AI-Powered Educational Tool is being used, detailing its specific purpose, expected benefits and evidence base.
    c. Clear notification prior to the collection or processing of a student's Biometric Identifier.
    d. A description of the district's policies governing the independent adoption of AI-Powered Educational Tools by teachers that are not formally approved by the district.

Sections 4, 5, 6 and 7 establish minimum requirements, applicable to contracts entered into on or after the effective date of this Act, for the procurement, approval and continued use of AI-Powered Educational Tools by school districts and schools within [State].

Section 4. Data Privacy and Security

1. AI-Powered Educational Tools shall comply with all applicable state and federal privacy and security laws. This includes, but is not limited to:
    a. Children's Internet Protection Act (CIPA)
    b. Children's Online Privacy Protection Act (COPPA)
    c. Family Educational Rights and Privacy Act (FERPA)
2. Operators shall maintain SOC 2 certification or equivalent evidence of data protection.
3. Operators may provide documented alignment with ISO/IEC 42001 to show additional evidence of AI risk management practices.
4. AI-Powered Educational Tools shall collect, access, store and process only the minimum data necessary, including Personally Identifiable Information and Biometric Identifiers, to perform their intended instructional function and fulfill evaluation, reporting or transparency obligations required under this Act.
5. Operators shall not sell, lease or otherwise commercially use student data through practices including, but not limited to:
    a. Targeted advertising
    b. Non-educational profiling
    c. Unrelated product development
    d. Unauthorized disclosure

6. Except as provided under Sections 4(7) and 4(8), Operators shall not use Personally Identifiable Information or Biometric Identifiers to train, improve or develop AI models. This includes, but is not limited to:
    a. Direct identifiers such as a student's name, identification number or Social Security Number.
    b. Indirect identifiers that can be combined to identify a student, such as a combination of gender, birth date and geographic indicator.
7. Operators may collect and use de-identified student data for research, testing or model improvement, provided that such use is approved by the district and fully complies with all applicable federal and state privacy laws.
8. If an Operator uses Biometric Identifiers for research, testing or model improvement, the Operator shall:
    a. Comply with all applicable federal and state privacy laws.
    b. Obtain explicit district approval.
    c. Limit use strictly to improving the specific educational function authorized in the Operator's contract, prohibiting any secondary or commercial use.
    d. Permanently destroy the Biometric Identifier immediately after the intended use.
9. Except as required to retain or provide access to student interaction records under Section 5, the Operator and its subprocessors shall permanently destroy all student data and provide written certification of destruction upon contract termination, written request by the district or fulfillment of an approved research or model improvement purpose.
10. Operators shall require all subprocessors accessing student data to comply with the same data privacy and security obligations established under this Section.

Section 5. Operator Requirements

1. Operators of an AI-Powered Educational Tool that includes chatbot or other conversational features shall maintain transparent and auditable records of all Student interactions conducted through such features.
    a. Records shall be retained for 12 months from the date of each interaction, including after contract termination when necessary to satisfy this requirement.
    b. Records shall be accessible to authorized district and school personnel and, upon request, to parents or guardians within [X amount of time].
2. Operators shall maintain a transparent system for the ongoing evaluation of AI-generated outputs. At minimum, this system shall include:
    a. Defined metrics for monitoring accuracy, bias and error rates.
    b. Reporting of Material Safety or Privacy Incidents to the state and affected district within 72 hours of discovery.
    c. Regular testing and evaluation of moderation systems for effectiveness and accuracy.
    d. Annual summaries of evaluation results and corrective actions, made available to authorized district and school personnel and subject to state review.
    e. An Algorithmic Impact Assessment completed prior to deployment and updated annually or upon a material change to the AI-Powered Educational Tool.

3. Operators shall make transparent the recommended implementation conditions necessary for the AI-Powered Educational Tool to support positive student outcomes, including evidence-based dosage requirements.

Section 6. Evaluation of AI-Powered Educational Tools

1. Operators shall provide clear documentation describing how the AI-Powered Educational Tool supports self-paced learning, provides instructional scaffolding and promotes standards-aligned, purposeful engagement rather than addictive use. As applicable, this shall include, but is not limited to:
    a. Safeguards that prohibit manipulative engagement practices intended to promote excessive or compulsive use.
    b. Safeguards that limit unnecessarily human-like behaviors, ensuring the AI-Powered Educational Tools do not engage in personal or emotional relationships with students.
    c. Design features that limit the completion of assignments, generation of answers or performance on behalf of students.
    d. Moderation mechanisms that detect unsafe interactions, redirect students to instructional activities, block access to inappropriate or non-educational content and notify teachers of repeated violations.
    e. Systems to ensure outputs are presented in an age-appropriate manner.
2. Operators of AI-Powered Educational Tools with autonomous, action-taking capabilities shall provide administrative controls allowing districts and teachers to restrict or disable autonomous actions.

Section 7. Educational Efficacy

1. Operators shall fulfill one of the following requirements to demonstrate Educational Efficacy of the AI-Powered Educational Tool:
    a. Provide clear documentation that shows alignment to Tier I or Tier II Evidence Standards under ESSA.
    b. Provide clear documentation of alignment to the Tier IV Evidence Standard under ESSA and participate in an Outcomes-Based Contract which, at minimum, includes:
        i. Student population targeted by the AI-Powered Educational Tool
        ii. Measurable student outcome goals and evaluation metrics
        iii. Defined dosage thresholds and other implementation benchmarks required to achieve target student outcomes
        iv. Payments contingent on student outcomes
        v. Implementation responsibilities for the Operator and the district
        vi. Continuous data collection, reporting and monitoring plan

c. Pilot the AI-Powered Educational Tool by participating in a state-administered sandbox program.

i. The Department shall establish, administer and maintain the rules and procedures governing this sandbox program.

ii. At minimum, the Department's sandbox program shall include the following requirements:

1. The Operator shall submit an application to the Department that includes an Algorithmic Impact Assessment, evidence of adversarial safety testing through red teaming and SOC 2 certification or equivalent evidence of data security.

2. If approved by the Department, the Operator shall secure voluntary participation from at least one school district or school in [State].

3. The Operator and participating districts or schools shall provide parental notification of the pilot and an opt-out mechanism that carries no academic penalty for the student.

4. The Department shall retain the authority to immediately suspend or terminate the pilot if significant safety, privacy or legal violations occur.

5. The Department shall solicit an independent evaluator to holistically assess the pilot's alignment with principles noted in Section 8(1).

6. Upon completion of the pilot, the independent evaluator shall submit a formal recommendation to the Department to inform inclusion on a publicly available qualified vendor list as described in Section 8(4).

7. The Department shall publish a public-facing report of the independent evaluator's recommendation and the Department's course of action and rationale.

Section 8. Department Responsibilities

1. The Department shall establish and maintain an evaluation framework that provides criteria and guiding considerations for assessing AI-Powered Educational Tools. At minimum, this framework shall address the following principles:

a. Protecting students from addictive design and harmful digital content

b. Data collection minimization and safeguards against unauthorized access, storage and use

c. Transparency of information processed by the AI-Powered Educational Tool

d. Prioritizing standards-aligned Active Learning that complements teacher-led instruction

e. Demonstrated evidence of positive student outcomes

f. Adherence to accessibility standards to accommodate all learning needs

g. Secure and seamless integration with the district's technology infrastructure

2. The Department shall review and update the evaluation framework at least every two years and may update guidance or evaluation criteria to reflect changes in technology, evidence or educational practice.

3. The Department shall publish a publicly available and updated list of AI-Powered Educational Tools that have been reviewed under this framework, as well as the evidence base of each tool.

4. The Department may establish procurement guidance, qualified vendor lists, sample Outcomes-Based Contracts or other mechanisms to support and incentivize the adoption of AI-Powered Educational Tools that have been reviewed under the evaluation framework.
5. The Department shall regularly collect, update and publish information on which AI-Powered Educational Tools are used in schools.
6. The Department shall provide ongoing training, guidance and technical assistance to support school districts and schools in the responsible selection, implementation and use of AI-Powered Educational Tools. This may include, but is not limited to:
    a. Professional development
    b. Guidance documents
    c. Model policies
7. The Department shall review the implementation and effectiveness of this Act every [X amount of time] and make recommendations to the Legislature.

Section 9. Effective Date

1. This Act shall take effect upon becoming a law.