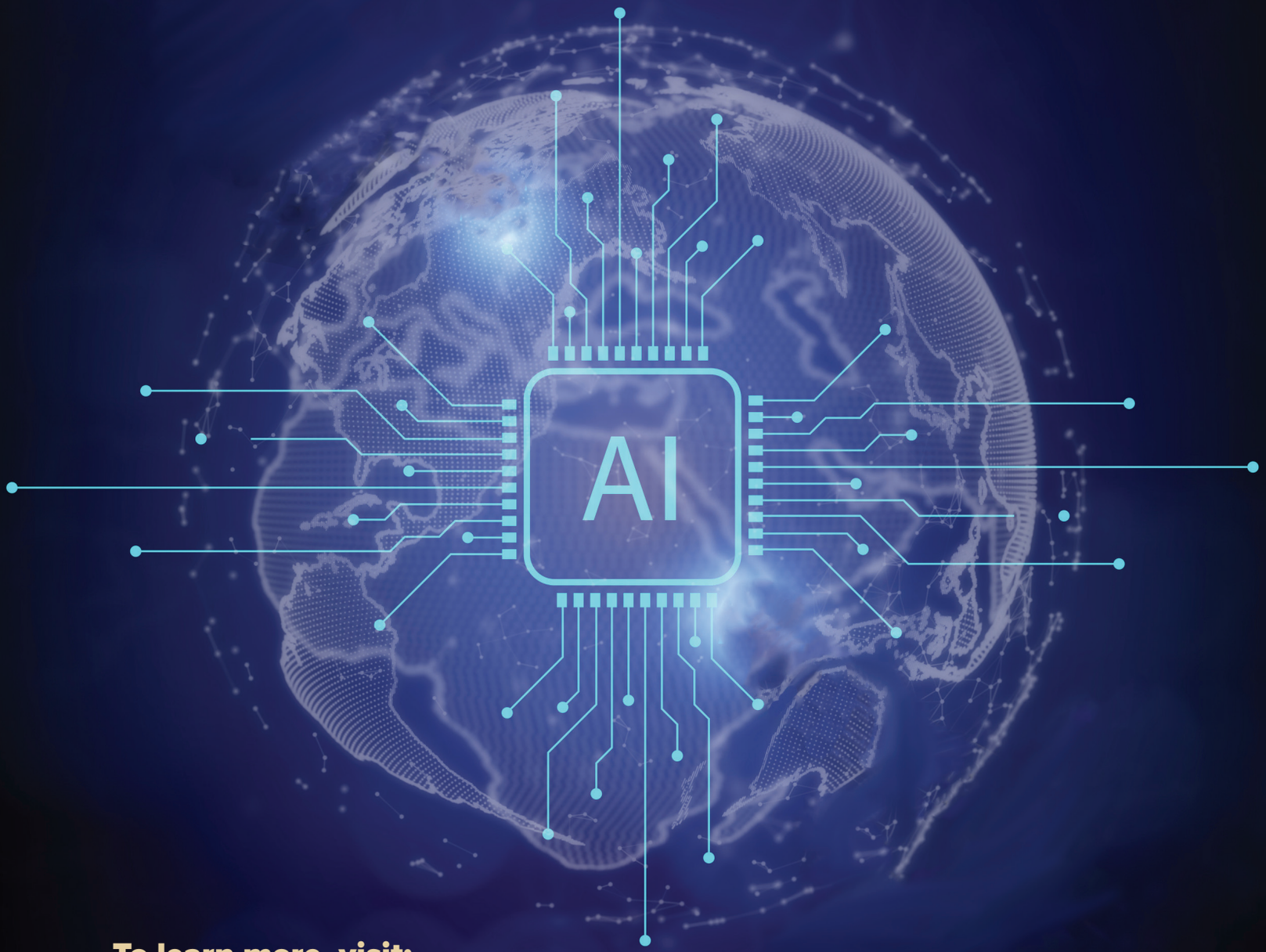
Artificial Intelligence (AI) and EdTech

Campaign Toolkit



To learn more, visit:
massteacher.org/our-issues

To get involved, email:
aicampaign@massteacher.org

MTA
MASSACHUSETTS TEACHERS ASSOCIATION

A DIVERSE UNION *of* EDUCATION WORKERS

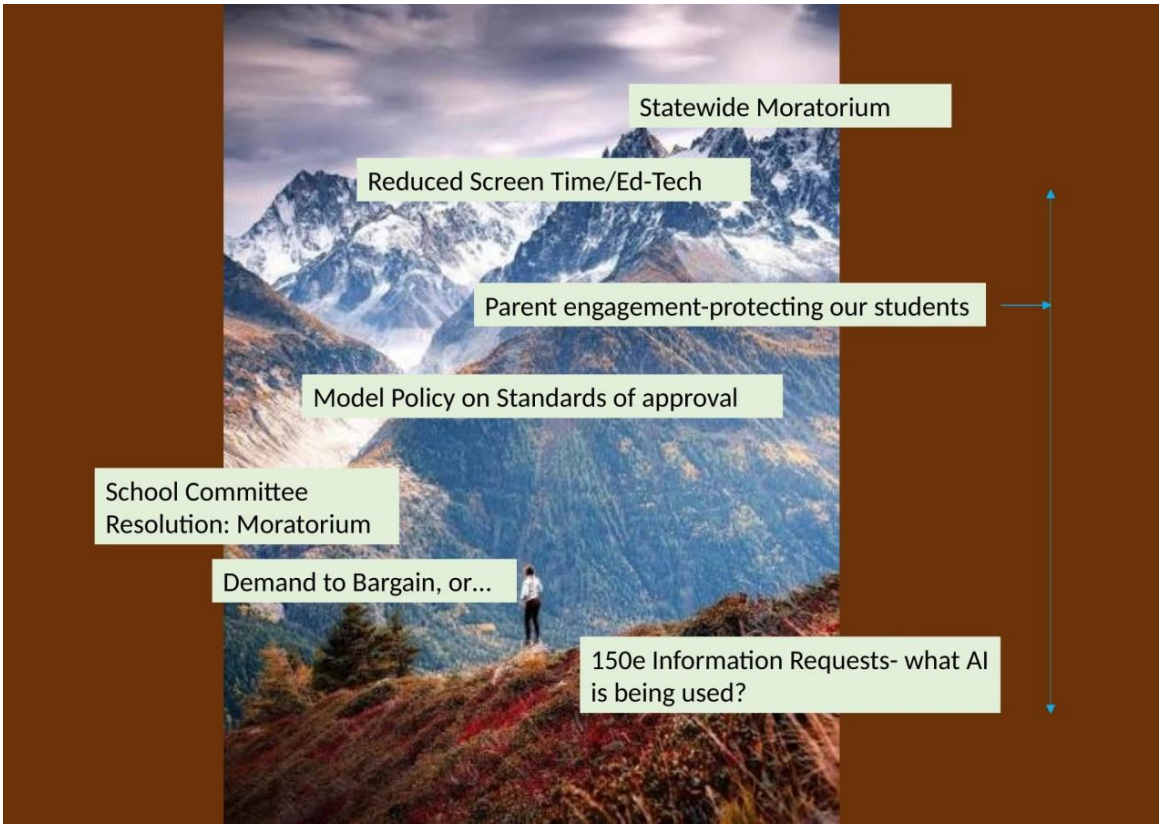


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AI, Ed Tech and Public Education

The Massachusetts Teachers Association, the voice of 117,000 educators across the Commonwealth, is deeply concerned about artificial intelligence and the harm it will cause to student learning, student cognitive development and the craft of teaching.

We believe that the Commonwealth needs to keep AI out of public education until we fully understand its risks and dangers. Our students have already been negatively impacted by the expansion of education technology, increased screen time and social media. We must protect our students from continued harm from big tech companies.

The future of education should be shaped by educators, students, families and communities – not by technology companies that are willing to experiment on students and gather vast amounts of personal data about students and families.

AI Is Not a Substitute for Teaching

The introduction of artificial intelligence into our schools is the latest wave in a long history of education gimmicks created by companies that prioritize profits over our students. We don't need another ed tech tool; we need well-funded public schools with educators who have the support, time and resources necessary to provide meaningful learning experiences for their students.

Education is not simply the delivery of information. At its core, it is a human connection between educators and students built on trust, mentorship, creativity and critical thinking. The work that educators do with their students cannot be replaced by an automated system.

Protecting Our Work and Our Craft

The introduction of AI raises important questions about the future of teaching and the professional expertise of educators. We are fighting to protect:

- The knowledge, skills and judgment required to teach students.
- The time and resources needed to provide meaningful instruction.
- Professional autonomy and instructional discretion.
- Job security, dignity of work and labor rights.
- The value of educator-student relationships at the center of learning.

Technology should support educators – not diminish their role or redefine education as a product that can be automated.

Safeguarding Student Health, Development, Well-Being and Data

We have a responsibility to protect students' cognitive development, social-emotional growth, overall well-being and data. Increased reliance on AI systems raises concerns about:

- Reduced opportunities for independent thinking, creativity and problem-solving.
- Greater dependence on automated tools rather than human guidance.
- Impacts on student attention, relationships and healthy development.
- The collection and use of student data by private technology companies.

Students deserve learning environments that prioritize cognitive and social emotional development over efficiency and automation.

AI and the Broader Push Toward Privatization and Standardization

The expansion of artificial intelligence in education must be understood within a larger pattern of education technology reforms that emphasize privatization and standardization over education's contributions to the public good.

"AI Literacy" is a Trojan Horse. It is the latest in a long line of attempts to fracture public education. This is right out of the playbook used by the proponents of charter schools and privatizing our public schools. Only this time it poses additional harm to learning and the social and emotional development of our students.

Concerns about AI are connected to broader questions:

- Who controls educational decisions and data privacy?
- Who benefits financially from new technologies introduced into schools?
- Are technology solutions addressing the real needs of students and educators – or creating new markets for private companies?

Our Commitment & Call to Action

Public education is a fundamental human right. The heart of public education lies in authentic connections, professional judgment and cultural responsiveness that only human educators can provide. True learning requires vulnerability, empathy and mutual trust which cannot be automated, programmed or outsourced to artificial intelligence.

We are calling for:

- Respect for educators' professional expertise and labor.
- Students' right to healthy cognitive and social and emotional development.
- Classrooms centered on relationships, curiosity and critical thinking.
- Thoughtful review of potentially harmful technologies before they become embedded in our schools.

Join Us in Calling for a Moratorium on All Student-Facing Generative AI Products in PreK-12 Schools.

massteacher.org/ai

MTA MASSACHUSETTS TEACHERS ASSOCIATION
A DIVERSE UNION *of* EDUCATION WORKERS



Ed Tech & AI Tools Survey

The MTA wants to hear from you on how educational technology and artificial intelligence tools are affecting your work.

Your responses will help inform the MTA's advocacy, bargaining guidance, professional development, and other member support efforts.

Scan the QR code or use the link below .

WWW.MASSTEACHER.ORG/AISURVEY

MTA A DIVERSE UNION *of* EDUCATION WORKERS

Created by the Somerville Educators' Union

Educators and Artificial Intelligence

A definition of terms, explorations of dangers, naming our rights, and finding opportunities

What is AI?

"AI refers to computer systems that are designed to perform tasks that typically require human intelligence. These include recognizing speech, processing language, analyzing data, detecting patterns, making predictions, generating new content—and increasingly, taking action based on that information."
DESE, Massachusetts Guidance for Artificial Intelligence in K-12 Education

Kinds of AI:

Predictive: Analyzes data to forecast likely outcomes or make recommendations.
Generative: Produces new content based on patterns in large data sets. These tools respond to user prompts with outputs like essays, code, summaries, feedback, images, videos, or music.
Agentic: Makes decisions, takes steps toward a goal, and adapts based on new information.

Potential Dangers

Increasing student reliance on screens and avenues to avoid critical thinking
Losing union work leading to elimination of jobs
Making some work faster leading to increased workloads/caseloads
Taking/leaking student/educator private information
Stealing educators' intellectual property/autonomy
Allowing for mass surveillance in coordination with state and federal authorities
Eroding professional character of teaching
Leading to algorithmic discrimination
Increasing reliance on standardization/data rather than student relationships and educator's assessments, including educator evaluations
??

What rights do we have as a union?

1. MGL 150e says the SEU is the sole bargaining agent for all mandatory subjects of bargaining including terms, conditions, hours, compensation, etc. (we would assert AI is a MANDATORY subject as opposed to a School Committee right)
2. We proved in our last contract we have the power to bargain over permissive subjects, like student learning conditions
3. Legal and legislative advocacy through our union (MTA/NEA)

What opportunities does this present?

1. We have been struggling for years with the impacts of screen time, the covid pandemic, and technologies which have hurt student social and critical thinking skills
2. Setting an example across the commonwealth to pause to assess the impacts
3. Setting an example across the commonwealth to protect educators and students

4. Thoughtfulness around the implicit bias around AI
5. Environmental impact of AI (info request)

What are our demands?

1. Immediate pause on all use of generative & agentic AI technologies until we have agreed upon contract language and student policies around AI
2. Contract language protecting educator autonomy, work, data and student experience/data
3. A stringent policy which involves all stakeholders for selecting what technologies are used (after they have passed the rigorous tests)

What are our next steps?

1. Vote to endorse & host membership meeting
2. Send information request to the SC, moratorium, and demand to bargain
3. Review draft policy we shared with the city and school committee
4. Review draft bargaining proposal
5. Sit down to bargain with the district, sharing information with membership

Who is willing to help facilitate a section of the membership meeting?

SAMPLE INFORMATION REQUEST

Date:

To: Name and Title of District Official

From: Name and Title of Union Officer

Subject: M.G.L. c.150E Information Request – Artificial Intelligence and Technology

Dear _____,

Pursuant to M.G.L. c150E and on behalf of the _____ Association/Union, I am requesting the following information needed to provide adequate and effective representation for our members through collective bargaining and/or contract enforcement. Specifically, the information is necessary to analyze the use of Artificial Intelligence (AI) programs and other educational technology software and hardware's impact on the employment and working conditions of bargaining unit employees.

Please provide the following information:

- A copy of any Employer policy/policies related to the use and implementation of AI for employees and students.
- A list of all AI program(s) currently being used and any that the Employer has decided to implement but has not yet begun using.
- A description of the work done by the AI program(s), the data collected, and the job titles of the employees who perform related work/functions.
- The names and versions, or edition number(s) of the AI programs.
- The dates the Employer began using or intends to start using the AI program(s) and any rollout schedules.
- Copies of all licensing agreements, contracts, and service-level agreements with third party AI vendors that involve tasks or data handling related to bargaining unit work.
- All procedures, policies, or criteria used to handle allegations of academic dishonesty related to AI.

- A description of all software tools purchased or utilized by the district to detect AI-generated student work, including any data validation studies, error rates, or guidelines provided to educators regarding how to interpret detection results.
- The type and length of any training that the Employer has provided or intends to provide to employees on the usage and implementation of AI.
- The type and length of any training that the Employer has provided or intends to provide to employees on the protection of personally identifiable information (PII) while using and implementing AI.
- The name of any vendor or third-party guide that provides/provided advice to the Employer on implementation and the use of AI program(s).
- For each technology product or service utilizing AI, please provide copies of Third-Party Service Agreements which contain language regarding the protection of personally identifiable information (PII) of employees, students, parents and/or other members of the public for which _____ Public Schools collect and maintain data, specifically the following provisions:
    - Provisions which ensure compliance with M.G.L. c. 93H and 201 CMR 17.00
    - Provisions which ensure compliance with 20 U.S.C. 1232g (FERPA) and 34 CFR Part 99
    - Provisions which retain _____ Public Schools' ownership of the data collected or shared with Third-Party Vendors
    - Provisions which define and prohibit or limit the retention and/or use of Data collected or shared by _____Public Schools and which require the Third-Party Vendor to deidentify any data retained for use by the Third-Party Vendor.
- If any of the requested Third-Party Agreements contain protected proprietary information, please provide copies of the Agreements with only the proprietary information redacted, but with all language pertaining to the protection.
- The amount of money spent in each fiscal year for the last five (5) years on student devices (i.e., laptops, tablets, etc.)

I ask for all this information within two weeks of this request. If you are unable or unwilling to provide the information within that timeframe, please send me an explanation and the expected time frame.

Feel free to contact me with any questions or comments. Thank you for your attention to this request.

Sincerely,

Cc: MTA Field Representative

The following districts should add these additional requests:

- Barnstable
- Berkley Regional and Somerset Public Schools
- Boston
- Bourne
- Brockton
- Carver
- Clinton
- Dedham
- Fall River
- Fitchburg
- Gill-Montague Regional
- Granby
- Hadley
- Holliston
- Mendon-Upton Regional
- Milford
- Millbury
- Pittsfield
- Revere
- Sandwich
- Scituate
- Somerset
- Southern Berkshire Regional
- Springfield
- Uxbridge
- Walpole
- Wareham
- Webster
- West Springfield
- Westfield
- Whitman-Hanson Regional

- The date the district decided to join or apply for the DESE AI curriculum pilot program.

- Copies of all communications (written, text, email, or otherwise) between District administrators/personnel and representatives from the following organizations regarding the AI curriculum pilot, “Principles of Artificial Intelligence” course, educator training, or software integration:
  - Massachusetts Department of Elementary and Secondary Education
  - Massachusetts STEM Advisory Council
  - Massachusetts Technology Collaborative (MassTech)
  - Project Lead the Way (PLTW)
- Identify every specific AI software application, program, virtual assistant, platform, or digital tool (e.g., Large Language Models, Predictive AI tools, Agentic AI, or PLTW proprietary platforms) being deployed or tested as part of this pilot.
- Provide copies of the terms of service, privacy policies, data sharing agreements, and vendor contracts for each tool identified above.
- Specify what measures have been implemented to ensure compliance with student data privacy laws and educator intellectual property rights.
- Identify all bargaining unit members currently assigned to teach, facilitate, or support this pilot program.
- Detail the specific professional development, training modules, or webinar series required for educators participating in this pilot including hours mandated and whether training occurs during or outside regular contractual hours.
- State what, if any, existing curriculum, courses, or prep periods are being replaced, modified, or reduced to accommodate the “Principles of Artificial Intelligence” course.
- Provide copies of any lesson plans, rubrics, or pedagogical scenarios provided by DESE or PLTW that unit members are required or expected to follow.

Sample Information Request – Higher Education

Date:

To: [Name of University/College Representative/Office of Human Resources/Labor Relations]
University of Massachusetts [Insert Campus]/Specific Community College Name/Specific State University Name
[Campus Address]

From: [Name of Union Representative], [Title]
[Name of Union/Local]
[Union Address]

RE: M.G.L. Chapter 150E Information Request – Artificial Intelligence

Dear [Name of Representative],

Pursuant to Massachusetts General Laws Chapter 150E, the Union requests the following information. This information is necessary and relevant to the Union's duty to represent its members, monitor compliance with the current Collective Bargaining Agreement (CBA), and prepare for bargaining.

Please provide the following information and documents:

1. Copies of all current university/college policies, interim policies, guidelines, directives, or handbooks concerning the use of Artificial Intelligence (AI), Generative AI, Large Language Models (LLMs), machine learning tools, or automated decision-making systems (collectively "AI Tools") by and for staff.

2. Copies of any draft or proposed policies, strategic plans, or task force reports concerning the integration of AI within university/college operations, academic instruction, or administrative work.

3. A list of all university/college committees, working groups, task forces, or advisory boards currently studying or overseeing AI integration, including their membership lists, meeting minutes, and any recommendations submitted to the administration.

4. Any directives or guidelines issued to faculty regarding the mandatory use, prohibition, or disclosure of AI Tools in course design, syllabi development, grading, or student assessment.

5. A description of all software tools purchased or utilized by the university/college to detect AI-generated student work, including any data validation studies, error rates, or guidelines provided to faculty regarding how to interpret detection results.

6. All procedures, policies, or criteria used to handle allegations of academic dishonesty related to AI.

7. Identify any AI Tools or automated software currently used, or planned to be used, to monitor, track, evaluate, or audit employee productivity, keystrokes, communications, schedules, or physical presence.

8. Identify any AI Tools used in hiring, promotion, disciplinary, or evaluation processes for bargaining unit members. Provide the algorithms, criteria, and vendor documentation explaining how these tools assess personnel.

9. A list of all AI-generated enterprise software currently deployed or licensed by the university/college for administrative, clerical, or technical tasks.

10. Documentation of any changes made to job descriptions, expected workloads, or performance metrics resulting from the introduction or mandated use of AI Tools.

11. Copies of all licensing agreements, contracts, and service-level agreements with third party AI vendors that involve tasks or data handling related to bargaining unit work.

12. Documentation detailing what, if any, employee data (including emails, instructional materials, research, or personal data) is being ingested, processed, or used to train university/college or third-party AI models.

13. The university's/college's position and any explicit documentation regarding ownership of course materials, research publications, or administrative materials generated by faculty and staff utilizing AI Tools supported by university/college infrastructure.

14. Descriptions of any training sessions, professional development programs, or modules offered or mandated by the university/college regarding AI Tools.

I ask for all this information within two weeks of this request. If you are unable or unwilling to provide the information within that timeframe, please send me an explanation and the expected time frame.

Feel free to contact me with any questions or comments. Thank you for your attention to this request.

Sincerely,
Cc: MTA Field Representative Organizer

Sample AI Demand to Bargain

Date:
To: Name and Title of District/College/University Official
From: Name and Title of Union Officer
Subject: M.G.L. c.150E Demand to Bargain and Preservation of Rights– Artificial Intelligence and Technology

Dear _____,

This letter constitutes a formal Demand to Bargain and a preservation of all rights under contract and law on behalf of the _____ Association/Union. The Union demands to bargain over the terms and conditions of employment related to the introduction and use of all AI program(s) and other educational technology.

Additionally, we request the district/college/university immediately cease and desist from implementation of any AI program(s) until such time as the parties have the opportunity to complete negotiations.

Please contact me to discuss a schedule to begin these negotiations. Thank you for your attention to this matter.

Sincerely,

Sample Contract Language (Unit A Teachers PreK-12) – Artificial Intelligence

Article [X]: Artificial Intelligence (AI) and Workplace Technology

Section 1. Purpose and Scope

The parties agree that the best student learning outcomes, including literacy and critical thinking, are rooted in direct instruction with educators and the relationships formed between students and educators in classrooms.

The Employer and the Union agree that Artificial Intelligence (AI) and generative technologies should not replace human educators. The use of AI must preserve the integrity of student learning, protect worker privacy, and maintain high standards of academic integrity.[i]

Section 2. Job Security and Evaluation

2.1 Artificial Intelligence and other education technology systems/platforms shall not be used as justification by the Employer to increase student-to-educator class size or caseload ratios or to reduce the use of counselors, librarians, and other education support personnel.

2.2 No bargaining unit member shall be laid off, terminated, or reduced in force, hours, or compensation because of the introduction or implementation of AI or automated technologies.[ii]

2.3 The Employer shall not use Artificial Intelligence, automated software, keystroke loggers, facial recognition, attention-tracking software, or web-camera monitoring to track the productivity, location, movement, or daily activity of bargaining unit members.

2.4 Performance observations and evaluations shall be conducted exclusively by human evaluators. AI generated metrics, automated surveillance, or algorithm-based scoring shall not be used to evaluate, discipline, or terminate an educator.

Section 3. Professional Judgement and Autonomy

3.1 Bargaining unit members retain professional autonomy to determine whether, when, and how to integrate approved AI tools into their teaching, course materials, and students' assessments consistent with employer policies. Bargaining unit members and administrators who choose to utilize approved AI tools must disclose through a footnote or citation that materials were developed and or generated using artificial intelligence.

Section 4. Educational Technology – Student Usage

4.1 To protect students' physical, mental, social, and emotional health, the Parties agree to establish age-appropriate limits on daily instructional screen time. These limits do not apply to assistive technology and associated screen time provided through a student's Individualized Education Plan (IEP) or 504 Plan, assessments (e.g., screeners and diagnostics), and/or instruction approved by the Parties as necessary for specialized curriculum (e.g., robotics, coding, and simulations). Students with disabilities and English Language Learners (ELLs) will continue to have access to other necessary tools.

Total cumulative device use during the school day for passive or interactive digital platforms shall not exceed the following:

Grades PreK to 2	No 1:1 screen time
Grades 3 to 5	No more than 30 minutes of daily 1:1 screen time
Grades 6-12	No more than 45 minutes of daily 1:1 screen time

Section 5. Data Privacy and Safety

5.1 Any AI tool adopted or required by the employer must comply with all state and federal privacy laws and regulations.

5.2 Bargaining unit members shall not be held liable for accidental data breaches, copyright infringements, or student plagiarism stemming from employer provided AI platforms.

5.3 The Employer shall not utilize AI or algorithmic tools to create predictive behavioral profiles of students, predict disciplinary outcomes, or automate tracking and student placement decisions. AI shall not be used to replace human counseling, behavioral intervention, or specialized student support services.

Section 6. Training and Workload

6.1 If the employer requires or introduces an AI tool or system, comprehensive, paid training shall be provided to bargaining unit members during regular contract hours.

6.2 At least one full professional development (PD) day within the contractual work year shall be designated as the Union Directed PD Day. This day shall be scheduled annually as part of the official school calendar and shall count as a full contractual workday for all bargaining unit members. The Union shall plan, organize, manage, and execute all programming, workshops, and logistics for the day. Part of the day shall be used for training about Artificial Intelligence (AI) and/or educational technologies. To ensure

bargaining unit members receive Professional Development Points (PDPs), the Union will work with the Employer to align with standards and facilitate official signoffs, tracking, and formal issuance of PDP certificates.

6.3 The introduction of AI tools and systems shall not increase the daily workload, course load, or grading responsibilities of any bargaining unit member.

Section 7. Environmental Impacts

7.1 The Parties agree that the rapid expansion of artificial intelligence (AI) data centers poses significant threats to the community's shared infrastructure, including excessive electrical grid strain, massive water consumption, increased carbon emissions, and the redirection of public tax incentives away from public schools. Therefore, the Parties agree to use their collective voice to protect public resources from exploitation by technology corporations.

7.2 The Employer shall formally oppose and speak against any local tax abatements, Tax Increment Financing (TIF) schemes, or public subsidies directed toward the construction, expansion, or operation of AI data centers within the municipality and/or district boundaries. If an AI data center is approved within the municipality or district's boundaries despite Employer opposition, the Employer shall advocate and lobby city/town leaders to allocate any negotiated payments in lieu of taxes (PILOT) or corporate infrastructure mitigation fees to the school's budget.

7.3 The Employer shall not enter into any land-use or resource sharing agreements that prioritize the utility needs of commercial data centers over the operational needs, climate resiliency, or air-conditioning infrastructure of public-school facilities.

Section 8. Joint AI Advisory Committee

A Joint AI Advisory Committee comprised of equal numbers of Union-appointed members, and Employer-appointed administrators shall be established.

The Committee shall meet at least twice per academic year to review proposed AI implementations, assess impacts on workload, and vet tools for equity and bias.

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[i] In conjunction with bargaining, the Union should organize and lobby the Employer to adopt an Ed Tech policy that calls for a moratorium on the continued use or implementation of all student-facing AI and Generative AI products until all impacted stakeholders (students, educators, parents, administrators, and the community)

have had the time to fully research, discuss, and draft a policy that protects students from the long term harms of Artificial Intelligence and other Ed Tech products.

[ii] *Note: Look at preexisting contract language related to management rights, layoffs, and subcontracting to decide if this proposal is necessary.* If the proposal is made and the employer rejects this language, consider proposing an alternative: "The Employer will assist any employee who faces layoff/displacement to obtain another position that offers the same or higher wage rate as they previously enjoyed in their former classification and at a minimum will guarantee that they will not suffer a reduction in pay or status." If this too is rejected, consider some type of compensation (continuation of salary and benefits for a period of time).

Sample Contract Language (PreK-12 ESPs) – Artificial Intelligence

Article [X]: Artificial Intelligence and Workplace Technology

Section 1. Purpose and Scope

The parties agree that the best student learning outcomes are rooted in direct support and interactions with educators. The care, instruction, and support of students and the broader school community rests on authentic human relationships and interpersonal connections.

The School Committee and the Union agree that Artificial Intelligence (AI) – including, but not limited to, generative AI, algorithmic scheduling, automated data tracking, and machine-learning software – shall not replace the essential human interaction provided by Education Support Professionals (ESPs). Artificial Intelligence (AI) and generative technologies shall never substitute for the human judgment, clinical expertise, emotional intelligence, or physical presence of Education Support Professionals (ESPs). No AI tool shall be used to replace, minimize, or simulate the direct face-to-face interaction between an ESP and a student. The District explicitly rejects the use of AI as a replacement for human-led behavioral interventions, specialized therapies, or personal care.[i]

Section 2. Job Security, Workload, and Evaluation

2.1 The introduction of AI tools shall not result in an increase in workload or expectations for daily job duties. ESPs shall not be required to perform technical troubleshooting, coding, or system maintenance for AI software beyond basic user reporting.

2.2 No bargaining unit member shall be displaced, laid off, or suffer a reduction in regular hours, compensation, or benefits as a result of the introduction, adoption, or implementation of AI technology by the District. AI tools shall not be used to subcontract or outsource work historically performed by ESP unit members.[ii]

2.3 The Employer shall not use Artificial Intelligence, automated software, keystroke loggers, facial recognition, attention-tracking software, GPS trackers, or web-camera monitoring to track the productivity, location, movement, or daily activity of bargaining unit members.

2.4 Performance observations and evaluations shall be conducted exclusively by human evaluators. AI generated metrics, automated surveillance, or algorithm-based scoring shall not be used to evaluate, discipline, or terminate an ESP.

Section 3. Professional Judgment

3.1 ESPs shall retain the right to exercise their professional judgment when interacting with AI systems. No ESP shall be forced to rely solely on an AI-generated recommendation concerning student behavioral data, data tracking, or clerical reporting.

3.2 Bargaining unit members and administrators who choose to utilize approved AI tools must disclose through a footnote or citation that materials were developed and/or generated using artificial intelligence.

Section 4. Educational Technology – Student Usage

4.1 To protect students' physical, mental, social, and emotional health, the Parties agree to establish age-appropriate limits on daily instructional screen time. These limits do not apply to assistive technology and

associated screen time provided through a student's Individualized Education Plan (IEP) or 504 Plan, assessments (e.g., screeners and diagnostics), and/or instruction approved by the Parties as necessary for specialized curriculum (e.g., robotics, coding, and simulations). Students with disabilities and English Language Learners (ELLs) will continue to have access to other necessary tools.

Total cumulative device use during the school day for passive or interactive digital platforms shall not exceed the following:

Grades PreK to 2	No 1:1 screen time
Grades 3 to 5	No more than 30 minutes of daily 1:1 screen time
Grades 6-12	No more than 45 minutes of daily 1:1 screen time

Section 5. Data Privacy and Safety

5.1 Any AI tool adopted or required by the employer must comply with all state and federal privacy laws and regulations.

5.2 Bargaining unit members shall not be held liable for accidental data breaches, copyright infringements, or student plagiarism stemming from employer provided AI platforms.

5.3 The Employer shall not utilize AI or algorithmic tools to create predictive behavioral profiles of students, predict disciplinary outcomes, or automate tracking and student placement decisions. AI shall not be used to replace human counseling, behavioral intervention, or specialized student support services.

Section 6. Training and Professional Development

6.1 The District shall provide comprehensive, paid training during standard work hours prior to requiring the use of any new AI tool or system.

6.2 ESPs shall not be penalized for performance errors or delays resulting from a lack of adequate training on new technology.

6.3 Time spent training or troubleshooting new AI technologies shall be factored into the employee's work week. It shall not result in an uncompensated expansion of work hours or an unreasonable increase in regular daily duties.

6.4 At least one full professional development (PD) day within the contractual work year shall be designated as the Union Directed PD Day. This day shall be scheduled annually as part of the official school calendar and shall count as a full contractual workday for all bargaining unit members. The Union shall plan, organize, manage, and execute all programming, workshops, and logistics for the day. Part of the day shall be used for training about Artificial Intelligence (AI) and/or educational technologies. The Union will work with the Employer to align with standards and facilitate official signoffs, tracking, and formal issuance of PDP certificates when applicable.

Section 7. Environmental Impacts

7.1 The Parties agree that the rapid expansion of artificial intelligence (AI) data centers poses significant threats to the community's shared infrastructure, including excessive electrical grid strain, massive water consumption, increased carbon emissions, and the redirection of public tax incentives away from public

schools. Therefore, the Parties agree to use their collective voice to protect public resources from exploitation by technology corporations.

7.2 The Employer shall formally oppose and speak against any local tax abatements, Tax Increment Financing (TIF) schemes, or public subsidies directed toward the construction, expansion, or operation of AI data centers within the municipality and/or district boundaries. If an AI data center is approved within the municipality or district's boundaries despite Employer opposition, the Employer shall advocate and lobby city/town leaders to allocate any negotiated payments in lieu of taxes (PILOT) or corporate infrastructure mitigation fees to the school's budget.

7.3 The Employer shall not enter into any land-use or resource sharing agreements that prioritize the utility needs of commercial data centers over the operational needs, climate resiliency, or air-conditioning infrastructure of public-school facilities.

Section 8. Joint AI Advisory Committee

A Joint AI Advisory Committee comprised of equal numbers of Union-appointed members, and Employer-appointed administrators shall be established. The Committee shall meet at least twice per academic year to review proposed AI implementations, assess impacts on workload, and vet tools for equity and bias.

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[i] In conjunction with bargaining, the Union should organize and lobby the Employer to adopt an Ed Tech policy that calls for a moratorium on the continued use or implementation of all student-facing AI and Generative AI products until all impacted stakeholders (students, educators, parents, administrators, and the community) have had the time to fully research, discuss, and draft a policy that protects students from the long term harms of Artificial Intelligence and other Ed Tech products.

[ii] *Note: Look at preexisting contract language related to management rights, layoffs, and subcontracting to decide if this proposal is necessary.* If the proposal is made and the employer rejects this language, consider proposing an alternative: "The Employer will assist any employee who faces layoff/displacement to obtain another position that offers the same or higher wage rate as they previously enjoyed in their former classification and at a minimum will guarantee that they will not suffer a reduction in pay or status." If this too is rejected, consider some type of compensation (continuation of salary and benefits for a period of time)

Sample Contract Language (Higher Ed Faculty) – Artificial Intelligence (A.I.)

***Important Bargaining Strategy Note**: Before proposing any language related to "Academic Freedom", bargaining teams should analyze existing contract language on this topic. It may be that existing "Academic Freedom" language is broad enough and strong enough to protect against any forced intrusion of A.I. If that is the case, the introduction of new language would undermine the existence of the already protected right of "Academic Freedom".*

Article [X]: Artificial Intelligence (AI) and Workplace Technology

Section 1. Purpose and Guiding Principles

1.1 The Parties recognize that artificial intelligence (AI), generative AI, and algorithmic tools possess significant implications for higher education. Both parties agree that the choice to integrate, restrict, or omit AI tools within a specific course curriculum, pedagogy, or research methodology rests solely within the professional judgment and academic freedom of the individual faculty member.

1.2 AI shall be used as a tool to augment and support teaching, research, and administrative tasks. AI shall not be used by the University/College to eliminate bargaining unit positions, reduce contractual workloads, or replace human instruction.

Section 2. Definitions

2.1 Artificial Intelligence (AI) Systems: Any digital tool, software, algorithm, or automated system that processes data to generate content (text, audio, video, images, or code), automate evaluations, or simulate human cognitive functions (e.g., Large Language Models, predictive grading software, and automated proctoring systems).

Section 3. Academic Freedom and Pedagogical Autonomy

3.1 Syllabus and Course Policies: Faculty members retain absolute autonomy over the AI policy enforced within their respective classrooms. A faculty member may permit, partially restrict, or completely ban the use of AI tools by students within their courses. The University/College shall not mandate a uniform policy requiring faculty to accept AI-generated student work.

3.2 The evaluation of student performance is a core faculty prerogative. The University/College shall not mandate the use of automated grading algorithms, predictive analytics, or AI-driven evaluation tools. No faculty member shall be penalized or disciplined for refusing to utilize AI tools for grading or student feedback.

Section 4. Intellectual Property and Data Privacy

4.1 Lecture notes, course syllabi, research papers, slide decks, assignments, exam questions, and any other pedagogical materials created by faculty members remain their sole intellectual property (IP).

4.2 The University/College is strictly prohibited from uploading, feeding, or otherwise inputting faculty-created IP, or recordings of faculty lectures, into any proprietary or third-party AI system for the purpose of machine learning, system training, or generating derivative course materials, without the express, prior written consent of the faculty member.

4.3 The University/College shall not record, digitize, or store a faculty member's voice, physical movements, or visual likeness for the purpose of creating digital twins, avatars, or synthetic instructional content.

4.3 In alignment with federal and Massachusetts data privacy standards, no faculty member or student shall be compelled to input student identifiable data, written work, or grades into third-party AI platforms that lack verified compliance with state and federal laws.

Section 5. Workplace Implementation and Evaluation

5.1 The Employer shall not use Artificial Intelligence, automated software, keystroke loggers, facial recognition, attention-tracking software, or web-camera monitoring to track the productivity, location, movement, or daily activity of bargaining unit members.

5.2 If the University/College mandates the use of a specific AI system for administrative workflows (such as advising platforms, admission algorithms, or human resource tracking), the University/College shall provide full, comprehensive, paid professional development and training to all affected faculty members during standard working hours.

5.3 Bargaining unit member evaluations, reappointments, promotions, and tenure reviews shall be conducted exclusively by human peers and administrators. The Employer is prohibited from utilizing AI, machine learning systems, or algorithmic tracking software to score, rank, rate, or grade a faculty member's performance.

5.4 No bargaining unit member, regardless of rank, tenure status, or contract duration shall be laid off, retrenched, demoted, or face non-reappointment as a direct or indirect consequence of the University/College's adoption, integration, or utilization of AI technologies.

5.5 No bargaining unit member shall experience a reduction in salary, stipends, or fringe benefits due to operational efficiencies, curriculum automation, or cost-reductions realized through the implementation of AI.

5.6 The University/College acknowledges that AI-detection software is prone to false positives and algorithmic bias. Consequently, no bargaining unit member shall be disciplined, nor shall any student be penalized, solely based on the output of an "AI detector" or automated plagiarism tool. Any accusation of unauthorized AI use must be supported by corroborating contextual evidence and evaluated via the established academic grievance process.

Section 6. Adjunct and Part-time Faculty

6.1 AI tools, automated instructional platforms, pre-recorded asynchronous modules, or digital avatars shall not be used by the Administration to replace, displace, or reduce the workload, course assignments, or compensation of any adjunct faculty member or part-time lecturer.

6.2 The adoption or integration of AI technologies within a department, program, or course delivery model shall not be used as a justification or baseline metric to deny course assignments, cut sections, or interrupt the standard path toward seniority, multi-semester appointments, or continuous service tracks for adjunct faculty.

6.3 The University/College shall not consolidate multiple class sections previously taught by human instructors into a single mass-enrollment AI-managed or AI-facilitated course format for the purpose of eliminating adjunct instructor positions.

6.4 If an adjunct faculty member develops course materials, syllabi, or custom digital assets, they retain exclusive control over those materials. The Employer cannot reassign an adjuncts course to another individual or an automated system using those specific materials without the express, written, and time-limited consent of the adjunct creator.

6.5 If automated scheduling or algorithmic-based workloads are utilized by the Employer to distribute course loads, such algorithms must be fully transparent to the Union. They must not include parameters that systematically penalize adjunct faculty based on historical lack of tenure track status, fluctuating schedules, or gaps in service.

Section 7. Environmental Impacts

7.1 The University/College and the Union recognize that the computing power required to train, deploy, and maintain Artificial Intelligence systems carry significant environmental consequences, including high carbon emissions, substantial electronic waste (e-waste), and heavy electrical and water consumption. In alignment with Commonwealth sustainability goals, the Employer agrees to minimize the environmental footprint of all adopted technologies.

7.2 Prior to the procurement or implementation of any AI system or large language model (LLM), the University/College shall require the vendor to provide, and shall share with the Union, a comprehensive Environmental Impact Assessment.

The University/College shall prioritize AI vendors and data centers that utilize 100% renewable energy and demonstrate certified water efficiency standards.

7.3 The Employer shall not enter into any land-use or resource sharing agreements that prioritize the utility needs of commercial data centers over the operational needs, climate resiliency, or air-conditioning infrastructure of public university/college facilities.

Section 8. Joint Employer and Union AI Committee

A Joint AI Advisory Committee comprised of equal numbers of Union-appointed members, and Employer-appointed administrators shall be established. The Committee shall meet at least once per quarter to review proposed AI implementations, assess impacts on workload, and vet tools for equity and bias.

Sample Contract Language (Higher Education Professional & Classified Staff) – Artificial Intelligence

Article [X]: Artificial Intelligence and Workplace Technology

Section 1. Purpose and Intent

The University/College and the Union recognize that technological change, specifically Artificial Intelligence (AI) and Automated Decision Systems (ADS), significantly impact the working conditions, job duties, and employment security of professional and classified staff. The Parties agree that AI may be utilized as a tool to support and assist bargaining unit members, but shall not replace, diminish, or erode human labor, expertise, and oversight.

Section 2. Definitions

Artificial Intelligence (AI): Any machine-based system, software, algorithm, or automated process—including generative AI, machine learning, large language models (LLM), and robotic process automation—capable of executing tasks that traditionally require human cognitive function, data analysis, or administrative processing.

Section 3. Job Security and Protections

3.1 No bargaining unit member shall be laid off, demoted, suffer a reduction in hours, or experience a reduction in pay or benefits as a result of the introduction, implementation, or use of AI technology by the University/College.

3.2 Work traditionally, historically, or currently performed by professional and classified staff bargaining unit members shall remain within the bargaining unit. AI systems shall not be used to replace or erode the duties, responsibilities, or scope of practice of any bargaining unit position.

3.3 AI shall not be used as the sole or primary determinant for personnel decisions, student evaluations, academic advising, financial aid auditing, or workplace discipline. All final decisions impacting students, staff, and operations require substantive review and final sign-off by a qualified bargaining unit member.

3.4 The introduction of AI tools and systems shall not increase the daily workload, administrative load, or scheduling responsibilities of any bargaining unit member.

Section 4. Advance Notice

The University/College shall provide the Union with at least ninety (90) calendar days' written notice prior to purchasing, piloting, or implementing any new AI system or expanding the use of an existing AI system that may impact bargaining unit work or working conditions.

Section 5. Training and Professional Development

5.1 If the University/College requires or authorizes bargaining unit members to utilize AI tools, the Employer shall provide comprehensive, fully paid training during regular working hours.

5.2 Employee workloads shall be adjusted downward proportionately during training periods to ensure that the introduction of new technology does not create an unreasonable or uncompensated workload increase.

5.3 No bargaining unit member shall be disciplined or receive a negative performance evaluation due to initial difficulties adapting to, operating, or mastering new AI technology within the first twelve (12) months of its implementation.

Section 6. Evaluation and Surveillance

6.1 The Employer shall not use Artificial Intelligence, automated software, keystroke loggers, facial recognition, attention-tracking software, or web-camera monitoring to track the productivity, location, movement, or daily activity of bargaining unit members.

6.3 Performance observations and evaluations shall be conducted exclusively by human evaluators. AI generated metrics, automated surveillance, or algorithm-based scoring shall not be used to evaluate, discipline, or terminate a bargaining unit member.

Section 7. Intellectual Property and Academic Integrity

7.1 Bargaining unit members retain professional autonomy to determine whether, when, and how to integrate approved AI tools into their work.

7.2 Bargaining unit members shall not be penalized for utilizing authorized AI tools to execute administrative or professional tasks, provided such use aligns with institutional security protocols and is disclosed as required by department policy.

Section 8. Data Privacy and Safety

8.1 Any AI tool adopted or required by the employer must comply with all state and federal privacy laws and regulations.

8.2 Bargaining unit members shall not be held liable for accidental data breaches, copyright infringements, or student plagiarism stemming from employer provided AI platforms.

Section 9. Environmental Impacts

9.1 The University/College and the Union recognize that the computing power required to train, deploy, and maintain Artificial Intelligence systems carries significant environmental consequences, including high carbon emissions, substantial electronic waste (e-waste), and heavy electrical and water consumption. In alignment with Commonwealth sustainability goals, the Employer agrees to minimize the environmental footprint of all adopted technologies.

9.2 Prior to the procurement or implementation of any AI system or large language model (LLM), the University/College shall require the vendor to provide, and shall share with the Union, a comprehensive Environmental Impact Assessment.

The University/College shall prioritize AI vendors and data centers that utilize 100% renewable energy and demonstrate certified water efficiency standards.

9.3 The Employer shall not enter into any land-use or resource sharing agreements that prioritize the utility needs of commercial data centers over the operational needs, climate resiliency, or air-conditioning infrastructure of public university/college facilities.

Section 10. Joint AI Advisory Committee

A Joint AI Advisory Committee comprised of equal numbers of Union-appointed members, and Employer-appointed administrators shall be established. The Committee shall meet at least once per quarter to review proposed AI implementations, assess impacts on workload, and vet tools for equity and bias.

SAMPLE SCHOOL COMMITTEE POLICY RESOLUTION

MORATORIUM ON ARTIFICIAL INTELLIGENCE SYSTEMS AND VENDOR CONTRACTS

WHEREAS, the [Insert District Name] School Committee is legally charged with the responsibility to establish educational goals and policies that provide a safe, equitable, and rigorous learning environment for all students in the Commonwealth of Massachusetts; and

WHEREAS, the rapid introduction of generative Artificial Intelligence (AI) and automated algorithmic systems in preK-12 education introduces risks to student data privacy, academic integrity, intellectual development, and the human centric core of teaching and learning; and

WHEREAS, AI software and large language models frequently generate convincing but inaccurate information which propagate misinformation and bias, threatening the critical thinking skills and factual foundation required for public education; and

WHEREAS, third-party AI tools routinely collect, store, and analyze massive amounts of user data, creating severe student data privacy risks that jeopardize compliance with state and federal privacy laws; and

WHEREAS, outsourcing educational tools to commercial entities diminishes local oversight, lacks pedagogical validation, and threatens to replace professional human educator judgement with unvetted corporate algorithms; now, therefore, be it:

RESOLVED, that the [Insert District Name] School Committee hereby enacts an immediate, comprehensive moratorium on the implementation, deployment, and expansion of all student-facing and educator-evaluative Artificial Intelligence (AI) tools, platforms, software, and systems within the district's PreK-12 schools.

This moratorium shall remain in effect until the School Committee formally votes to lift or amend it, following a thorough, independent evaluation of educational, ethical, and safety impacts.

BE IT FURTHER RESOLVED, that to protect student physical and mental health, the District hereby establishes age-appropriate limits on daily instructional screen time. Total cumulative device use during the school day for passive or interactive digital platforms (excluding Assistive Technology) shall not exceed the following:

Pre-Kindergarten to Grade 2: No 1:1 Screen Time

Grades 3-5: Recommended no more than 30 minutes of daily 1:1 screen time

Grades 6-12: Recommended no more than 45 minutes of daily 1:1 screen time

BE IT FURTHER RESOLVED, that the District is forbidden from signing, renewing, or executing contracts, Memorandums of Understanding (MOUs), or licensing agreements with any third-party AI vendors, software providers, or specialized AI consultants.

No district funds, grants, or operational budgets shall be allocated toward the procurement of proprietary AI systems or external consulting services intended to integrate automated algorithmic tools into classroom instruction, administrative operations, or staff performance evaluations.

During the moratorium period, the following shall apply:

Traditional digital resources, assistive technologies explicitly required by preexisting individualized Education Programs (IEPs) or Section 504 plans, and standard search engines shall remain authorized.

Educators shall not input student personally identifiable information (PII), student work, grades, or disciplinary records into any unvetted consumer-grade AI applications.

PASSED AND ADOPTED by the School Committee of [Insert School District], Massachusetts, on this _____ day of _____, 2026.

SAMPLE SCHOOL COMMITTEE POLICY RESOLUTION

MORATORIUM ON ARTIFICIAL INTELLIGENCE SYSTEMS AND VENDOR CONTRACTS & CALL FOR STUDENT-FIRST AI POLICY

WHEREAS, the [Insert District Name] School Committee is legally charged with the responsibility to establish educational goals and policies that provide a safe, equitable, and rigorous learning environment for all students in the Commonwealth of Massachusetts; and

WHEREAS, the rapid introduction of generative Artificial Intelligence (AI) and automated algorithmic systems in preK-12 education introduces risks to student data privacy, academic integrity, intellectual development, and the human centric core of teaching and learning; and

WHEREAS, AI software and large language models frequently generate convincing but inaccurate information which propagate misinformation and bias, threatening the critical thinking skills and factual foundation required for public education; and

WHEREAS, third-party AI tools routinely collect, store, and analyze massive amounts of user data, creating severe student data privacy risks that jeopardize compliance with state and federal privacy laws; and

WHEREAS, outsourcing educational tools to commercial entities diminishes local oversight, lacks pedagogical validation, and threatens to replace professional human educator judgement with unvetted corporate algorithms; now, therefore, be it:

RESOLVED, that the [Insert District Name] School Committee hereby enacts an immediate, comprehensive moratorium on the implementation, deployment, and expansion of all student-facing and educator-evaluative Artificial Intelligence (AI) tools, platforms, software, and systems within the district's PreK-12 schools.

This moratorium shall remain in effect until the School Committee formally votes to lift or amend it, following a thorough, independent evaluation of educational, ethical, and safety impacts.

BE IT FURTHER RESOLVED, that to protect student physical and mental health, the District hereby establishes age-appropriate limits on daily instructional screen time. Total cumulative device use during the school day for passive or interactive digital platforms (excluding Assistive Technology) shall not exceed the following:

Pre-Kindergarten to Grade 2: No 1:1 Screen Time

Grades 3-5: Recommended no more than 30 minutes of daily 1:1 screen time

Grades 6-12: Recommended no more than 45 minutes of daily 1:1 screen time

BE IT FURTHER RESOLVED, that the District is forbidden from signing, renewing, or executing contracts, Memorandums of Understanding (MOUs), or licensing agreements with any third-party AI vendors, software providers, or specialized AI consultants.

No district funds, grants, or operational budgets shall be allocated toward the procurement of proprietary AI systems or external consulting services intended to integrate automated algorithmic tools into classroom instruction, administrative operations, or staff performance evaluations.

During the moratorium period, the following shall apply:

Traditional digital resources, assistive technologies explicitly required by preexisting individualized Education Programs (IEPs) or Section 504 plans, and standard search engines shall remain authorized.

Educators shall not input student personally identifiable information (PII), student work, grades, or disciplinary records into any unvetted consumer-grade AI applications.

BE IT FURTHER RESOLVED, that the School Committee shall convene a temporary, multidisciplinary AI Review Task Force. This team shall include classroom teachers and instructional staff, education support professionals, administrators, district technology and data privacy coordinators, parents, guardians, and community advocates, and special education and English learner specialists. The Task Force shall be charged with delivering a comprehensive risk assessment report and policy recommendation to the School Committee within twelve (12) months. This report shall include suggested criteria to review and evaluate the use of AI products in schools. Any policy should outline criteria for data governance, algorithmic transparency, equity safeguards, and concrete evidence of pedagogical benefit before any future AI integration is considered. (*See* ***Fairplay's*** Student-First AI Policy as an example).

PASSED AND ADOPTED by the School Committee of [Insert School District], Massachusetts, on this _____ day of _____, 2026.

SAMPLE SCHOOL COMMITTEE POLICY RESOLUTION

DEVLOPING A STUDENT-FIRST ARTIFICIAL INTELLIGENCE (AI) and EDUCATION TECHNOLOGY POLICY

WHEREAS, the [Insert District Name] School Committee is legally charged with the responsibility to establish educational goals and policies that provide a safe, equitable, and rigorous learning environment for all students in the Commonwealth of Massachusetts; and

WHEREAS, the rapid introduction of generative Artificial Intelligence (AI) and automated algorithmic systems in preK-12 education introduces risks to student data privacy, academic integrity, intellectual development, and the human centric core of teaching and learning; and

WHEREAS, AI software and large language models frequently generate convincing but inaccurate information which propagate misinformation and bias, threatening the critical thinking skills and factual foundation required for public education; and

WHEREAS, third-party AI tools routinely collect, store, and analyze massive amounts of user data, creating severe student data privacy risks that jeopardize compliance with state and federal privacy laws; and

WHEREAS, outsourcing educational tools to commercial entities diminishes local oversight, lacks pedagogical validation, and threatens to replace professional human educator judgement with unvetted corporate algorithms; now, therefore, be it:

RESOLVED, that the [Insert District Name] School Committee hereby establishes a temporary, multidisciplinary AI Review Task Force. This team shall include classroom teachers and instructional staff, education support professionals, administrators, district technology and data privacy coordinators, parents, guardians, and community advocates, and special education and English learner specialists. The Task Force shall be charged with delivering a comprehensive risk assessment report and policy recommendation to the School Committee within twelve (12) months. This report shall include suggested criteria to review and evaluate the use of AI products in schools. Any policy should outline criteria for data governance, algorithmic transparency, equity safeguards, and concrete evidence of pedagogical benefit before any future AI integration is considered. (*See* ***Fairplay's*** Student-First AI Policy as an example).

BE IT FURTHER RESOLVED, that to protect student physical and mental health, the District hereby establishes age-appropriate limits on daily instructional screen time. Total

cumulative device use during the school day for passive or interactive digital platforms (excluding Assistive Technology) shall not exceed the following:

Pre-Kindergarten to Grade 2: No 1:1 Screen Time

Grades 3-5: Recommended no more than 30 minutes of daily 1:1 screen time

Grades 6-12: Recommended no more than 45 minutes of daily 1:1 screen time

BE IT FURTHER RESOLVED, that until such time as the Task Force has made its recommendations and a policy has been approved by the School Committee, the District is forbidden from signing, renewing, or executing contracts, Memorandums of Understanding (MOUs), or licensing agreements with any third-party AI vendors, software providers, or specialized AI consultants.

No district funds, grants, or operational budgets shall be allocated toward the procurement of proprietary AI systems or external consulting services intended to integrate automated algorithmic tools into classroom instruction, administrative operations, or staff performance evaluations.

During this time, the following shall apply:

Traditional digital resources, assistive technologies explicitly required by preexisting individualized Education Programs (IEPs) or Section 504 plans, and standard search engines shall remain authorized.

Educators shall not input student personally identifiable information (PII), student work, grades, or disciplinary records into any unvetted consumer-grade AI applications.

PASSED AND ADOPTED by the School Committee of [Insert School District], Massachusetts, on this _____ day of _____, 2026.

STUDENT-FIRST AI POLICY



Parabola Center

CRITICAL INTERNET STUDIES INSTITUTE

fairplay
childhood beyond brands

INTRODUCTION

Increasing reports about AI-driven security incidents and existential risks posed by this emerging technology have rightfully alarmed communities across the country. As we engage in important conversations about the future of AI, we risk missing something that is happening right in front of us: Big Tech's aggressive push to embed unsafe and untested generative AI products in K-12 schools. We have the power to use collective action as parents, teachers, students, and civil society organizations to demand more. The Student-First AI Policy is a model for local school districts that reframes the debate on our own terms for our own communities. It gives our local school districts the tools they need to ensure that any AI educational product rolled out to students meets rigorous, evidence-based standards for safety, privacy, and efficacy.

THE PROBLEM

The risks of cognitive and emotional harm to children from generative AI have been well documented. For example, the Brookings Institution concluded that the risks of utilizing AI in education overshadow its benefits, and Common Sense Media rated Google's AI search features as an "unacceptable risk." Widespread adoption of generative AI in schools also poses serious risks to privacy and equity, according to the National Education Policy Center.

Despite these clear risks, developers of education technology, including Google, Microsoft, and OpenAI are pushing to deploy generative AI products into schools. Google has turned generative AI features on by default for some schools that already use Google education products. Education technology providers can claim that generative AI tools are being used effectively and "with guardrails" to ready students for the workforce, but often fail to back up their claims with independent data.

Their stated motivations vary, but an internal Google slide deck released in court documents put the concept plainly: "You get that loyalty early, and potentially for life."

THE SOLUTION

An April 2026 position statement signed by more than 250 experts and organizations laid out the risks and called for a five-year pause on student-facing generative AI in PreK-12 schools. It was followed in September by AI moratoriums in the nation's two largest school districts, New York City and Los Angeles Unified. Both school districts had previously allowed students to use generative AI but reversed course following local advocacy.

The Student-First AI Policy is the long-term next step. It provides a model vetting process for any AI tool a district considers for student use by requiring independent evidence that an AI product meets rigorous standards. While these standards to evaluate AI tools are high, they are necessary and appropriate to protect our children's education.

WHY NOW?

As researchers at the National Education Policy Center noted, there is a danger in allowing AI to "become enmeshed in school processes and procedures in ways that allow private entities to increasingly control the structure and content of public education, to reinforce surveillance practices, and to amplify existing biases and inequalities."

Once generative AI products are entangled in students' and educators' daily lives, it will be difficult to disentangle them – something many school districts are currently experiencing as they reevaluate their use of educational technology generally. This makes now the ideal time for school board members, superintendents, parents, educators, and students to organize and demand a voice in the standards set for AI products, both for their own benefit and for future generations.

HOW TO USE THIS MODEL POLICY

Taking lessons from the successful uprising around data centers and AI-powered surveillance cameras, the Student-First AI Policy provides a way for ordinary people to make meaningful change in their communities. The model policy offers tangible suggestions advocates can bring to their districts to create concrete change for students. Because district-level decisions about technology in schools are often made at the local level, community members can use this policy to begin a dialogue with decision-makers.

We recommend using this model policy as one tool of many. Consider starting with these questions:

- While it considers long-term standards, has the district already adopted a temporary moratorium on generative AI products in schools?
- While it considers long-term standards, has the district made its individual contracts with vendors accessible to the public? (Microsoft's Memorandum of Agreement with the
- American Federation of Teachers may provide a helpful comparison)
- Which generative AI products, if any, are currently being used in the district?
- What vetting process and standards, if any, are already in place for generative AI products being used?
- If the district uses lower standards for generative AI products than those in the Student-First AI Policy, what is the justification?

The Student-First AI Policy is the follow-up to Fairplay's Model Moratorium on Generative AI Products in School. Bans and moratoriums give districts time to slow down and make informed decisions about whether AI should be used in schools, while this model policy provides a starting point for communities to set their own long-term standards.

To learn more about how you can get this policy implemented in your district, visit the Screen Time Action Network at Fairplay.

EXECUTIVE SUMMARY

The Student-First AI Policy is a model policy that protects students by providing strict criteria to review and evaluate the use of AI products in school.

The policy's vetting process requires independent evidence that an AI product meets rigorous standards in three areas:

- Evidence that the product improves learning outcomes better than existing methods;
- Strong protection of student privacy with design free of addictive or unsafe features; and
- Demonstration that the product will not perpetuate discrimination or existing inequities.

The policy applies to generative AI products and product features that are used by students or collect or process student data.

All student-facing applications and features are covered, including those used for assessment and evaluation. Under the policy, unapproved products and features are phased out over three months.

There are two exceptions: legally mandated accommodations and products strictly necessary for curriculum.

Accommodation-related exceptions may include generative AI products that are necessary to treat the health condition of a student. Strictly necessary products may include generative AI products for which no educationally equivalent alternative exists, such as an AI product used in a class to specifically teach AI coding.

The introduction of generative AI products into schools is led by members of the school community, not technology companies.

Any student, school administrator, educator, or parent/caregiver of an enrolled student may petition the school board or committee to consider whether a generative AI product meets the standards.

Any decision to approve a generative AI product is based on independent evidence.

Independent auditors must be qualified and free of conflicts of interest, and research must be peer-reviewed and published without funding or material involvement from the developer or vendor of the product.

Districts may approve generative AI products for use by educators and staff with certain restrictions.

Educators may use approved generative AI products to support differentiation planning and instructional planning, as long as they review the output and disclose their AI use. Generative AI products may not be used for grading or behavior monitoring.

Students and staff must be provided with digital literacy instruction related to generative AI.

Digital literacy instruction must include training to identify potential misinformation and to understand cognitive, social, and privacy risks, among other topics. The companies or organizations providing digital literacy instruction must be independent.

Unsanctioned use of generative AI is outside the scope of the policy, but any enforcement related to alleged unsanctioned use of generative AI by a student must be documented and subject to appeal.

The district should document any investigations or enforcement actions related to unsanctioned use of generative AI products by students, including the gender, race, disability status, and English learner status of the student and the type of discipline.

We're doing this experiment on an entire generation of cognitive development, with no control group.

Mikel Rodriguez,
former Google research scientist

"Ultimately, we find that at this point in its trajectory, the risks of utilizing AI in education overshadow its benefits."
- Center for Universal Education at Brookings research report, January 14, 2026

Google's AI told Kimora Dean, a teenager with autism and ADHD, that her parents' efforts to restrict her screen time and AI usage constituted "coercive control, emotional abuse, and isolation."

ChatGPT actively coached 19-year-old Sam Nelson to mix kratom with Xanax. He died at age 19 on May 31, 2025, of an accidental drug overdose.

ChatGPT started out as a homework helper for 16-year-old Adam Raine; it ultimately guided him toward suicide and offered to write the note. He died by suicide on April 11, 2025.

"You get that loyalty early, and potentially for life."
– Internal Google slide deck

"Google's own researchers have written that [generative AI technology] can pose elevated risks to children, who struggle to distinguish chatbots from human interaction, and has potential for cognitive and emotional harm."

- Wall Street Journal investigation, September 30, 2026



In September 2026, the Florida Department of Education adopted new binding rules prohibiting certain types of generative AI for student use and creating opt-out options for parents.

In response to calls by NYC advocates, Mayor Zohran Mamdani announced a one-year moratorium on student-facing generative AI use in schools in September 2026.

On the same day, again after calls by advocates, Los Angeles officials also announced a districtwide moratorium on student use of generative AI on school devices this year.

Parents in Chicago, Boston, Seattle, Washington, DC, and other big cities are organizing to stop technology companies' AI push into schools.

"Florida will not outsource childhood to a chatbot. We welcome tools that help teachers teach and students learn. We will not accept tools that hide from parents, harvest student data, grade kids in secret, or pretend to be a friend."

- Governor Ron DeSantis

Equity means ensuring every child has access to what research tells us supports learning, not flooding classrooms with surveillance technology that produces cognitive and emotional debt that will disproportionately harm students of color.

Dr. Kaliris Salas-Ramirez, neuroscientist

STUDENT-FIRST AI POLICY

This policy was developed by Parabola Center for Law and Policy, Fairplay, and The Critical Internet Studies Institute, in consultation with ACLU of Massachusetts, American Federation of Teachers Massachusetts, Design It For Us, Distraction-Free Schools, Fight for the Future, Intersectional Innovation and Impact Labs, Massachusetts Education Justice Alliance, Massachusetts Teachers Association, Rudick Law Group, Sociedad Latina, Schools Beyond Screens, Turning Life On, and Dr. Faith English at Johns Hopkins Bloomberg School of Public Health.

Section 1. Purpose

The purpose of this policy is to define the criteria and process under which the use of Generative Artificial Intelligence (AI) Products may be approved by the District.

By evaluating Generative AI Products against clear criteria, the District enables students to gain any proven benefits of these products while protecting them from associated risks.

Unsanctioned use of Generative AI by students, as well as home and out-of-school use, is outside the scope of this policy.

Section 2. Definitions

2.1 Addictive Design

Addictive Design means any feature, mechanic, or combination of features whose purpose or reasonably foreseeable effect is to maximize the amount of time a student spends in the product, or the frequency with which they return to it, beyond what the product's educational function requires. Addictive Design includes but is not limited to: features, mechanics, or a combination of features that utilize known psychological susceptibilities, such as social comparison, loss aversion, fear of missing out, and parasocial attachment, as well as features, mechanics, or a combination of features known to exploit children's developmental vulnerabilities, such as excessive notifications, sycophancy, mirroring, anthropomorphism, or other features which instigate emotional attachment.

2.2 Advertisement

Advertisement means any written or oral statement, illustration, or depiction that promotes the sale or use of a good or service or is designed to increase interest in a brand, good, or service where such statement, illustration, or depiction is displayed in exchange for monetary or other valuable consideration, including access to data, between the vendor and the brand, good, or service.

2.3 Approved List

An Approved List means a list maintained by the District of software, applications, platforms, and other digital products authorized for use by students and staff. The use of approved products is subject to all applicable data privacy laws, including any consent required prior to data collection or processing. The Approved List should specify whether products are approved for use by students, staff, or both.

2.4 Biometric Data

Biometric Data means data reflecting measurements of a student's biological characteristics, such as a fingerprint, a voiceprint or vocal biomarker, eye retinas, irises, gait or personally identifying physical movement or patterns, or other unique biological patterns or characteristics that allow or confirm the unique identification of the student.

2.5 Generative AI Product

For the purposes of this policy, a Generative AI Product means any software, application, platform, or tool that uses large language models or other generative artificial intelligence systems to produce text, images, audio, video, code, or other content, whether offered as a standalone product or embedded within broader educational software (e.g., AI chatbots, AI writing assistants, AI-generated content tools, or AI tutoring systems powered by large language models).

For purposes of this section, "generative artificial intelligence system" means the class of AI models that emulate the structure and characteristics of input data in order to generate derived synthetic content. This can include images, videos, audio, text, and other digital content.

2.6 Independent Auditor

Independent Auditor means a person or organization engaged to evaluate a Generative AI Product that:

- Is not the developer or vendor of the product, and is not owned by, affiliated with, controlled by, or under common ownership with the developer or vendor;
- Was not involved in designing, developing, marketing, or selling the product;
- Has no financial interest in the product or in the outcome of the audit, and whose compensation is not contingent on the audit's findings;
- Has not received funding from companies who produce or sell educational technology or Generative AI Products, other than payment for audits;
- Possesses demonstrated expertise in evaluating algorithmic or AI systems for bias, fairness, and disparate impact; and
- Retains control over the scope and methodology of the audit and is free to report its findings, including adverse findings, without restriction by the developer or vendor.

At any point, the School Committee may consider and grant a waiver request from prospective Independent Auditors who have previously received funding from companies who produce or sell educational technology or Generative AI Products. Such a waiver may be granted by the School Committee only if it determines that: (1) the prospective Independent Auditor no longer receives compensation or benefits from the company, including stock or payments for consulting, speaking, or other services, either directly or indirectly (2) the prospective Independent Auditor does not have an ongoing consulting, advisory or other relationship with the company, and (3) the prospective Independent Auditor agrees to disclose in audit reports all previous funding from companies who produce or sell educational technology or Generative AI Products, including the most recent date funding was received. The purpose of this waiver is to allow whistleblowers, former researchers, and other independent qualified technology experts to serve as Independent Auditors.

2.7 Independent Research

Independent Research means peer-reviewed, published studies conducted without funding or material involvement from the company or vendor whose Generative AI Product is being evaluated, or any entity which would benefit financially from the use of such products, and which are reproducible by other independent researchers.

2.8 Process

Process or Processing means any operation or set of operations performed, whether by manual or automated means, on personal data or input data or on sets of personal data or input data, such as the use, storage, disclosure, analysis, deletion, or modification of such data.

2.9 Student Data

Student Data means any information, including derived data, inferences, or unique identifiers, that is linked or reasonably linkable, alone or in combination with other information, to an identified or identifiable student or a device that identifies or is linked or reasonably linkable to a student, regardless of whether it is de-identified, aggregated, or anonymized.

Section 3. Applicability and Exceptions

3.1 Unapproved Generative AI Products

Effective upon adoption of this policy, the District may only proceed with the procurement, licensing, or acquisition of any Generative AI Products, or education technology products which contain Generative AI features, approved for use by students as outlined in this policy.

If Generative AI Products that have not been evaluated under this policy are currently approved for use by students, those products are considered unapproved for student use. Within three months of the adoption of this policy, the District shall:

- Cease piloting or deployment of those AI products in any instructional capacity;
- Decline to renew existing contracts for those AI products;
- Remove those AI products from the Approved List; and
- Take any actions required by existing contracts to trigger any Generative AI Product vendors to cease processing Student Data, to destroy or return such data, and to provide certification of deletion or return.

If products currently approved for use by students include generative AI features, the District shall instruct technology staff to disable the use of those features. If the generative AI features cannot be disabled, then the product is considered unapproved for student use.

3.2 Student-Facing Products

This policy applies to all Generative AI Products or product features approved for use by students within the District, including for assessments. This includes products that interact directly with students, collect or process Student Data, or are used in any context where students are the end users of the Generative AI Product.

3.3 Generative AI Use by Educators and Staff

Educators and staff within the District may use District-approved Generative AI Products only in accordance with this policy.

3.4 Exception for Legally Mandated Accommodations

This policy does not apply to any products that are required to be used to fulfill the District's obligations to provide legally mandated accommodations under applicable federal or state law.

A student or educator may be permitted to use and possess a Generative AI Product, in accordance with District policy, if:

- Used in accordance with an individualized education program or an education plan implemented pursuant to section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.;
- Necessary under any accommodations under state or federal law, including, but not limited to, title II of the Americans with Disabilities Act, 42 U.S.C. sections 12131 et seq.; or
- A healthcare provider provides in writing that the use of a Generative AI Product is necessary to treat a health condition of a student.

3.5 Exception for Products Strictly Necessary for Curriculum

The District may grant a time-limited exception to this policy where an authorized school administrator has provided a written exemption because student use of a Generative AI Product is strictly necessary to achieve a specific, defined curriculum objective, such as an AI coding class where no educationally equivalent alternative to a Generative AI Product exists. For purposes of this section, "strictly necessary" means the defined curriculum objective at issue cannot be met without student use of a Generative AI Product. Any exceptions granted under this section must be listed by the District in the Approved List as an authorized exception, including: the name of the authorized school administrator who provided the written exemption; the applicable grade level(s); the curriculum objective; and the specific product that is deemed strictly necessary to achieve that objective. Exceptions automatically expire at the end of the academic year.

3.6 Restriction on Generative AI Features

Before signing or renewing a contract for any digital product, the District will ensure that vendors are prohibited under the contract from adding Generative AI features to their products, including adding Generative AI features to existing portals or tools, without explicit permission from the District under the process outlined in this policy.

Section 4. Digital Literacy Instruction

The District shall provide appropriate instruction in digital literacy to both students and staff. Students within the District will receive instruction in digital literacy in accordance with current state standards.

Digital literacy instruction for students will cover foundational knowledge about emerging digital technologies, including Generative AI Products, with material including but not limited to:

- Age-appropriate instruction to help students think critically about AI
- Information about how AI works and its limitations
- Training to identify potential bias, misinformation, and disinformation in AI-generated content
- Training to evaluate AI-generated content
- Potential benefits of AI use for students
- Potential risks of AI use for students, including:
  - Risks of dependency and inability to perform tasks without AI
  - Privacy and cybersecurity risks
  - Cognitive risks related to critical thinking, reading, writing, and executive function
  - Social and emotional risks related to resilience after setbacks, forming and maintaining relationships, and maintaining mental health
  - Risks related to exposure to harmful content
  - Risks related to advertising targeted at youth
  - Risks of relying on misinformation or fabricated “facts” presented authoritatively
- Environmental impacts of AI use
- Labor concerns, including unauthorized use of creative work and labor practices for content moderation

Companies or organizations providing digital literacy instruction may not have any financial interest in educational technology or Generative AI Products and must disclose any current or past partnerships with educational technology or Generative AI Products. Digital literacy instruction for students may not be provided or funded by educational technology or Generative AI companies, nor companies that are owned by, affiliated with, controlled by, funded by, or under common ownership with educational technology or Generative AI companies.

Section 5. Criteria for Product Approval for Student Use

No Generative AI Product shall be approved for student use unless the following criteria have been met, as determined through the process outlined in Section 6:

5.1 Learning Outcomes

The specific Generative AI Product being considered for use has been demonstrated to improve learning outcomes more than existing methods. The School Committee shall require:

- Independent Research, as defined under this policy, that satisfies the "strong evidence" standard of the federal Every Student Succeeds Act and demonstrates that the product improves student learning outcomes compared to existing instructional practices;
- Documentation that the research methodology is reproducible and has been conducted by independent researchers;
- Confirmation that the study is specific to the product being considered, not Generative AI Products generally; and
- Evidence that the product ensures academic integrity and is developmentally appropriate to the grade level of students who would use it.

5.2 Data Privacy and Design

To be approved for use by students, the Generative AI Product must protect student privacy and remain free of ads and Addictive Design. Accordingly, the School Committee shall require the following certifications and contractual guarantees for all Generative AI Products:

- Written certification from the vendor that the product contains no advertisements and does not collect or use Student Data for advertising purposes;
- Written certification from the vendor that the product is not associated with an advertising-based business model, and that Student Data will not be used for advertising;
- Written certification from the developer and vendor that the product does not include any Addictive Design features;
- Written certification from the vendor that the product does not collect, process, store, retain, or transmit Biometric Data;
- Written certification from the vendor that Student Data will be deleted or retained in accordance with applicable state privacy laws;
- Contractual guarantee that the vendor will disclose the System Prompt as of the time services will begin. Additionally, the vendor will disclose any contemplated changes to system prompts prior to deployment with sufficient time such that the District can determine whether the new prompt violates this policy.

- Contractual guarantee that the vendor will provide a mechanism for automated and on-demand deletion of all Student Data and metadata at a frequency determined by the District, including usage logs, input and output content, and backups, with written vendor certification upon each deletion event and the right of the District to audit compliance
- Contractual guarantee that the vendor may not unilaterally amend applicable contract terms without express approval of the school district
- Contractual guarantees that Student Data and metadata will never be sold or used for commercial purposes, including model training, product research and development, or targeted marketing; and:
- Contractual guarantees that the vendor will provide a schedule of all subcontractors and subprocessors to whom Student Data will be disclosed, with contractual guarantee that subcontractors and subprocessors are bound to the same requirements as the vendor
- Guarantee that contract with vendor shall not mandate arbitration or other case resolution outside of court as the sole means of resolving any legal dispute between the District and the vendor

Under this section, written certification must be provided by an authorized representative of the developer or vendor and must include the developer's or vendor's commitment to notify the District of any change to the certified information promptly, and in any event within 30 days.

5.3 Fairness

A petitioner seeking student use approval for a Generative AI Product must demonstrate through reports by an Independent Auditor that the product will not perpetuate discrimination or existing inequities. The School Committee shall require:

- Written certification from an Independent Auditor that the platform has been audited for bias and does not generate content that stereotypes, discriminates against, or disadvantages any group of students, and does not disadvantage any group of students based on their inclusion in any protected class;
- Specific documentation demonstrating that the platform performs equitably for neurodivergent learners, multi-language learners and monolingual speakers of non-academic English dialects, and students in underserved communities including rural communities; and
- Written certification from the vendor committing to:
  - Conduct regular and timely audits to detect and mitigate any discriminatory purpose or effects, with results to be made publicly available on a regular basis;
  - Maintain documentation of the system's design, training, and evaluation data, decision-making processes, audit outcomes, and any actions taken as a result of an audit.

Section 6. Conditional Approval for Student Use

6.1 Who May Petition

Any student enrolled in the District or school administrator, educator, or parent/caregiver of an enrolled student may submit a petition requesting a Generative AI Product be conditionally approved for student use.

6.2 Contents

The petition shall be submitted to the Technology Subcommittee of the School Committee in writing and shall include:

- The name of the product, its developer(s), and the vendor providing it to the District
- The intended educational use and the grade level(s) of students who would use it
- An explanation of how the product satisfies each of the approval criteria set forth in this policy, including evidence, certifications, and documentation as outlined in Section 5.

6.3 Review and Determination

Within 60 days of receiving a completed petition, the Technology Subcommittee shall evaluate it against the criteria and forward a recommendation to the School Committee. The School Committee shall make a final determination within 30 days of receiving the recommendation.

6.4 Notice and Outcome

The petitioner shall be notified of the determination in writing. If the petition is granted, the petition shall be referred to the Superintendent to consider further facts, such as cost and necessary training, and determine whether the product will be approved for student use and added to the Approved List. If the petition is denied, the notice shall state the reasons for denial. A denied petition may be resubmitted after one year if material new information is provided.

6.5 Delegation of Review

After the conditional approval of the first Generative AI Product under this policy, the Technology Subcommittee may delegate the evaluation process for additional products to the Superintendent, who shall apply the same evaluation criteria and recommend conditional approval or denial to the School Committee.

6.6 Transparency

All petitions and School Committee determinations made pursuant to this policy, including exceptions granted pursuant to Section 3.5, shall be made publicly available, with information that is confidential or otherwise exempt from disclosure redacted.

If a Generative AI Product is approved for student use, the District will notify parents in plain, non-technical language and include:

- The name of the product
- The grade level(s) and subject area(s) for which the tool is approved for use
- The intended nature of student interaction with the tool

Nothing in this policy limits the existing rights of parents and caregivers under the Children's Online Privacy Protection Act, Family Educational Rights and Privacy Act, or any other applicable law.

Section 7. Educator and Staff Use

7.1 Approved Products

Within their professional roles, educators and staff may only use Generative AI Products that have been approved by the District in accordance with this Policy and any additional standards applicable by state law.

7.2 District Data

Under no circumstances may educators or staff enter personally identifiable information (PII), including student names, IDs, IEPs, 504 plans, health records, or any confidential information, into unapproved Generative AI Products. The use of personal, non-approved Generative AI Products for school-related work is prohibited when it involves district data or student information.

7.3 Use of Generative AI Products for Instruction

Educators and staff may use approved Generative AI Products to support differentiation planning and instructional planning, provided that they apply their professional expertise to review AI-generated outputs before implementing them and disclose their use.

Educators shall have discretion and autonomy to determine whether to use products that have been approved under this Policy for instruction. Educator and staff review should focus on accuracy, developmental appropriateness, inclusivity, and ethical application.

All instruction shall be delivered by a human being who holds state certification in the academic subject area.

7.4 Use of Generative AI Products for Grading and Assessment

Generative AI Products may not be used for grading or behavior monitoring. Nor may Generative AI Products be used for placement, evaluation, promotion, graduation, and other decisions about students.

7.5 Use of AI Detection Products

AI detection products must not be used as the sole or primary basis for determining academic dishonesty. Output from these tools is not considered definitive evidence of AI misuse and may not be used independently to assign any penalties. The school committee shall ensure that students have meaningful access to appeal procedures in any academic dishonesty determination involving AI detection tools.

7.6 Enforcement Process and Documentation

Parents/caregivers should be notified of any investigations or enforcement actions related to alleged unsanctioned use of Generative AI Products by students and given an opportunity to participate in appeal procedures.

Data on any investigations or enforcement actions related to unsanctioned use of Generative AI Products by students should be documented by the District, including but not limited to the grade level, the demographic data of the student (including gender, race, disability status, and English learner status), and the type of discipline, and this information should be made publicly available to allow researchers to monitor trends.

Section 8. Expiration

This policy shall undergo mandatory review by the School Committee five years after adoption. While it remains in effect, the Committee may amend, readopt, or extend it as appropriate.

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