Please note this template is in Word to allow local districts to edit as needed. Please download this document to your device before making edits as this document is in Editor mode to allow districts to download and edit locally without requesting permissions. Thank you!

AI Policy Template for Local Education Agencies

Dr. Eric G. Mackey
State Superintendent of Education

June 2024

Version 1.0

Disclaimer: Although incredible care and attention have been invested in this document, due to the fluidity and constant improvement of AI, this document and its contents are merely intended as a guide and any reliance on any concepts or conclusions herein should be scrutinized, reviewed, and not relied upon until fully vetted by legal counsel.

STATE SUPERINTENDENT'S MESSAGE

Dear Alabama Superintendent:

Teaching, learning, and the future of work and society will be greatly changed by Artificial Intelligence (AI). The dynamic evolution of AI presents challenges and risks that require careful planning, governance, and other considerations.

To help navigate these issues, the Alabama State Department of Education (ALSDE) organized the ALSDE AI Summit in November 2023 followed by subsequent sessions earlier this year. The shared wisdom of the attendees resulted in the AI Policy Template for Local Education Agencies (LEAs).

The template covers eight key pillars and serves as a guide and a reference for your LEA to develop and implement AI policies that align with your education and technology strategies, as well as federal, state, and local laws, rules, and regulations. You are encouraged to adopt and customize the template according to your local context, resources, and priorities.

The ALSDE believes that we can harness the benefits of AI and prepare our students with the skills and knowledge they need for an AI-driven world.

Eric G. Mackey
State Superintendent of Education

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Crenshaw County	Dodd Hawthorne	Hartselle City	Karissa E. Lang
Dale County	Juan A. Cepero	Hoover City	Michele A. McCay
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I. Executive Summary

The rapid advancements in technology have led to an exponential increase in data creation. This data deluge has enabled companies with access to large volumes of data, funding, and computing power to accelerate the development of Artificial Intelligence (AI) tools.

AI permeation into the various aspects of our lives, the advent of Generative Pre-Transformers (GPTs), Reinforcement Learning (RL), and Large Language Models (LLMs) has led to the development of sophisticated Conversational AI tools since November 2022.

The primary goal of the Alabama State Department of Education (ALSDE) is to integrate AI into the K-12 education system in a way that responsibly maximizes its benefits while mitigating its risks. The use of AI in Alabama K-12 schools aims to cater to individual learning and teaching methods, enabling students to think critically about AI applications and use them for research and problem-solving. It also aims to empower students to make significant societal contributions and equip educators to cater to the unique learning preferences of their students.

The AI Pillars created and utilized in the template serve as benchmarks for integrating AI in K-12 schools without usurping the most important factor in education, the human element so critical in teaching. These pillars place students and educators at the core of the initiative, ensuring that AI systems supplement, rather than replace, human instruction.

The hope is that the integration of AI in education, facilitated by both students and educators, will promote digital literacy, equip the next generation with the skills needed to navigate in an AI-driven world, and continue to keep Alabama on the forefront of this important area for learning.

II. Terminology

1. **Artificial Intelligence:** 15 U.S. Code § 9401 defines Artificial Intelligence (AI) as "a machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations or decisions influencing real or virtual environments."
2. **AI Systems:** AI Systems are defined as software programs that have AI built into them, or software programs that are fully AI, or an AI product, model, algorithm, or any similar computational construct. This includes Generative AI.
3. **Contractor:** Contractor is defined as the contractor providing AI Systems, including any of its partners or affiliates.
4. **Users:** Users are defined as parents/guardians, students, educators, administrators, and management.

III. Purpose

The primary goal of ALSDE is to pave the way for an education system to harness the benefits of AI while mitigating its risks. This will be achieved by focusing on AI governance, accountability, safety, procurement and implementation, data privacy and security, data quality concerns, bias, responsible use, transparency, access, efficacy, AI knowledge, skills, education, and training. With these considerations in place, the use of AI in Alabama K-12 schools will unlock everyone's potential by catering to individual learning and teaching methods. It will allow students to think critically about AI applications and use them as an aid for research and problem-solving. It will empower our students so they can make significant contributions to society and be change-makers. It will enable educators to cater to the unique learning preferences of each student and guide them to foster a sense of responsibility and empathy toward the ethical use of AI. This holistic development in AI education, facilitated by both students and educators, will not only benefit the individuals involved but also have a positive impact on society at large. Moreover, it will promote digital literacy and equip the next generation with the skills needed to navigate in an AI-driven world. AI systems will be used to supplement, not replace, human instruction.

The template's pillars serve as benchmarks for integrating AI in K-12 schools, placing students and educators at the core of the initiative. The AI Pillars are classified into Strategy, Governance, Data Privacy and Security, Procurement, Implementation, Competency Development, Risk Management, and Utility and Effectiveness.

The ALSDE encourages LEAs to adhere to this format to maintain uniformity across all LEAs and standardization, especially since AI is evolving rapidly, which may necessitate further changes to the template as time passes.

IV. AI Strategy

The *(replace with the name of LEA)* will develop an AI strategy that aligns with our education and technology strategies. In our strategy document, we plan to clearly define the AI strategic direction and the goals and objectives we plan to accomplish.

V. AI Governance

The (*replace with the name of LEA*) will establish an AI Governance structure that will clearly articulate the purpose of AI, principles of AI, AI strategic direction, and its integration into the existing product portfolio. It will address explainability, accountability, responsibility, and fairness in the implementation and use of AI, and involve all users. Additionally, we will delineate the evaluation processes, relationship management, communication management, risk management, decision-making process, change management, and reporting procedures. To provide AI Governance, we will establish an AI Governance Committee or include AI Governance as part of our Data Governance Committee.

VI. Data Privacy and Security

1. The (*replace with name of LEA*) is committed to complying with federal, state, and local laws, rules, and regulations, and other entities that provide standards for compliance to ensure data privacy and security are maintained for data used in AI systems. We will ensure that the Contractor's AI systems comply with all applicable federal, state, and local laws, rules, and regulations, and other entities that provide standards for compliance.
2. The (*replace with the name of LEA*) is dedicated to ensuring data to be used in the AI systems will meet the data quality standards established by our Data Governance Committee.
3. The (*replace with* the *name of LEA*) will conduct compliance audits that will be done by our AI Governance Committee and/or the Data Governance Committee. The AI Governance Committee and/or the Data Governance Committee will submit a copy of the audit to our leadership and the respective Contractor(s). We will also ensure that the Contractor(s) provides a Corrective Action Plan (CAP) based on the findings in the audit report that will include the steps the Contractor(s) plans to take to mitigate the findings, and the timeline by which they will be mitigated.

4. Use of user's data to train new AI Systems: The (*replace with the name of LEA*) will include in our procurement and contract document(s) verbiage (**Appendix A**), which the Contractor shall attest when submitting their proposals and any contract executed to perform the work.

VII. AI Procurement

The (*replace with* the *name of LEA*) will conduct a detailed needs and capability assessment before procuring an AI system. We will evaluate the AI system for its effectiveness, ease of use, and compatibility with existing systems. In the procurement process, we will consider cost, data privacy, security, human-in-the-loop development, algorithm bias, model cards, system cards, interoperability, service-level agreements, key performance indicators, customizability, configurability, scalability, legal compliance, and contractor support.

The (*replace with* the *name of LEA*) will obtain a written statement from contractor that:

1. The AI model(s) have been pretrained and no data is being used to train a model to be used in the development of a new product.
2. Have been responsible in the development of the AI systems by using human-in-the-loop during model development; have taken steps to minimize bias to the extent possible in the data selection process and the algorithm development; and the results have met the expected outcomes.

VIII. AI Implementation

The (*replace with the name of LEA*) will account for change management, establish performance metrics to evaluate the AI system, improve user experience, monitor systems temperature to avoid hallucinations through contractor reporting as part of explainability and transparency, ensure regular maintenance, make the AI system future-proof, and guarantee long-term sustainability.

IX. AI Competency Development

The *(replace with the name of the LEA)* will develop an education and training program to ensure all users understand how AI works, including grasping the underlying fundamentals in fields such as computer science, mathematics, social studies, sciences, and know how to use AI safely, effectively, and responsibly. We will also develop the workforce with the necessary knowledge and skills to train and support the users in using AI systems.

X. Risk Management

1. The (*replace with the name of LEA*) will manage the AI system(s) risk by complying with the AI Risk Management Framework provided by the National Institute of Standards and Technology (NIST).
2. The (*replace with the name of LEA*) will conduct an annual audit to ensure compliance with the AI Risk Management Framework.
3. The (*replace with the name of LEA*) will provide a report to the LEA leadership and Contractor(s) identifying the risks, risk type, and the timeframe within which the risk needs to be mitigated.

4. The (*replace with the name of LEA*) will make sure that the Contractor provides a Corrective Action Plan that includes, but is not limited to, the mitigation strategies, persons responsible to mitigate the risks, roles, and responsibilities, and the timelines for mitigating the identified risks.
5. The (*replace with* the *name of LEA*) is committed to maintaining a risk register that will record AI systems:
    a. Not in compliance with the NIST framework, federal, state and laws, rules, and regulations.
    b. Risk Levels – Low, Medium, and High Risk.
    c. Risk status changes from one risk level to another.
    d. Risk mitigation start date and mitigation end date.
    e. Person names and roles who are accountable and responsible for mitigating the risks.

XI. Utility and Effectiveness

The (*replace with the name of LEA*) will ensure all users using the AI System are using it responsibly and that everyone gets access to the AI System. We are committed to using human judgment during the implementation and use of AI systems and will develop a process as to why and when a human will be involved. Our commitment extends to the effective implementation and enforcement of this AI System policy, which will be achieved by ensuring users awareness and comprehension of the policy's provisions.

XII. Use of AI Systems

Besides the AI pillars, this policy template also provides uses of AI systems in the context of K-12 education. It sets out clear rules and expectations for the use of AI systems by all users and provides direction on how to use AI systems responsibly and ethically.

1. All users are allowed to use AI systems.
2. All users using AI systems need to indicate that the work is the result of AI.
3. All users using AI systems need to cite in their works the AI systems used.
4. Teachers or students using AI systems need to verify and validate the content before it is submitted to ensure accuracy and completeness.
5. Teachers will provide information to students when AI system(s) will be in their classrooms and how the AI system(s) work.
6. Teachers and students, where possible, are expected to review outputs generated by AI systems before putting them to use.
7. Teachers using AI systems for grading need to verify and validate the accuracy and completeness of the grading.
8. LEAs shall develop a process for students to contest the grades generated by AI systems.
9. All users are responsible for their content utilized from an AI system(s).
10. LEAs shall comply with the federal and state laws on the use of cameras with AI systems on campus and in class. Where laws do not provide for tracking student behavior in class and/or in schools using cameras with AI Systems, LEAs shall ensure the AI systems do not track student's behaviors and are not used for profiling students.
11. LEAs shall inform all users that content created using AI systems may come under federal, state, and local laws and court decisions.
12. LEAs must establish a system for feedback from users of the AI systems, continuously monitor the feedback, and make necessary adjustments.

Appendix A

Language for inclusion in LEAs procurement and/or contract document(s)

1. Data Usage Restriction Clause

a. The Contractor hereby attests and agrees that it is expressly prohibited from using any data provided to it by the data providers—either in its raw form or after undergoing any form of processing, aggregation, or transformation—for the purpose of training a new AI System to be used in a new product, model, service, or offering (collectively referred to as the "Product") of the Contractor. The Contractor further attests and agrees that any violation of this clause will be considered a material breach of this RFP and/or Contract to be entered into by the Contractor, and may result in termination of the Contract, legal action, or both, at the sole discretion of the (*name of the LEA)*.

b. Notwithstanding the restrictions set forth in Section 1(a) of this Contract, the Contractor may use the data provided by the data providers to:

   i. Customize the AI System currently in use, which may result in the development of a new AI System.
   ii. Develop a new AI System.

The customization and development of the AI System is expressly required by the (*replace with the name of LEA*) to meet the specific needs of the School District (the "District-Specific Needs"). Any such use of the data for the District-Specific Needs shall be subject to prior written approval by the (*replace with the name of LEA*) and shall be carried out in accordance with all applicable laws, regulations, and the terms and conditions of this contract.

The (*replace with the name of LEA*) shall submit the request in writing for the purpose of Section 1(a). Upon receipt of the request from the (*replace with the name of LEA*) by the Contractor, the Contractor shall submit to the state, in writing, a Request for Approval (RFA) to use the data for AI System training, details of the data use, and statement of model training completion.

a. <u>Request for Data use for AI System training</u>: The Contractor shall submit an RFA, in writing, to the (*replace with the name of LEA*) to use the data provided by the data providers for AI System training.

b. <u>Details of Data Use</u>: The RFA shall include a comprehensive written explanation that outlines the following, but is not limited to:

   i. Purpose of data usage.
   ii. Data elements that will be used for the AI System training.
   iii. Specifics of the AI System.
   iv. Methods of data utilization.
   v. Expected outcomes.

vi. Duration of data usage.
vii. The manner the data providers' data will be stored, processed, and secured.
viii. Name(s) of the individual(s) who will have access to the data.
ix. The controls in place to prevent unauthorized use.
x. Specific types of data that will be used for model training.
xi. Description of the model training process.
xii. Risks associated with using the data for model training and how these risks will be mitigated.
xiii. A risk register contains the following, but is not limited to:
xiv. Level of risk.
xv. Mitigation strategies.
xvi. Status of the risk(s).

c. Statement of Model Training Completion: The statement shall include a comprehensive written explanation that outlines the following, but is not limited to:
    i. A statement that the model training has been completed.
    ii. Summary of the model training, including information specified in the details of data use section above.
    iii. Deletion of training data or training data will be returned by a certain date.
    iv. A statement that no training data has been stored.
    v. Contact information of the person(s) whom the (*replace with* the *name of LEA*) can contact for any questions or concerns.

2. AI Model Development and Use Attestation Clause

The Contractor, hereby provides, in its response to the (*replace with* the *name of procurement document*), a written statement attesting to the following:

a. Pretrained AI System: The AI System used in the performance of this (*replace with the name of procurement document*) and/or Contracts have been pretrained. No data provided under this (*replace with name of procurement document*) and/or Contracts are being used to train an AI System to be used in a new product of the Contractor or any of its partners or affiliates.

b. Responsibility in AI System Development: The Contractor used all responsible measures needed during the development of the AI System that is used in the performance of this (*replace with the name of procurement document*) and/or Contract.

c. Human-in-the-Loop AI System Training: A human-in-the-loop approach was used in the training of the AI System, ensuring human oversight and intervention were integral parts of the training process.

d. Unbiased Data Selection and Algorithm Development: The process of data selection for AI System training was conducted in an unbiased manner, adhering to the principles of fairness and non-discrimination.

e. Expected Outcomes: The results produced by the AI System meet the expected outcomes as defined in this Agreement.

The Contractor further attests and agrees that any violation of this clause will be considered a material breach of this (*replace with* the *name of procurement document*) and/or Contract, and may result in its termination, legal action, or both, at the sole discretion of (*replace with* the *name of LEA*).