Florida AI Compliance Kit

Model policy, procedure, forms, and contract language for the AI amendment to your Internet Safety Policy under State Board of Education Rule 6A-1.0957, F.A.C.

Prepared by The Ethics Lab. Anik Sahai, Executive Director. Version of November 16, 2026.

DRAFT FOR LEGAL REVIEW · NO FLORIDA EDUCATION ATTORNEY HAS REVIEWED THIS KIT YET

Deadline	Adopt **and implement** the amendment by **July 1, 2027** (Rule 6A-1.0957(3)(e)). The ban on certain AI designs in (3)(f) states no date of its own and may already apply (Doc 1, note 15).
Who adopts it	District school boards and charter school governing boards. Lab schools, Florida Virtual School, and the Florida School for the Deaf and the Blind: ask counsel whether the rule applies (Doc 1, note 2).
What it covers	Every requirement in the rule's AI amendment, (3)(e)1 to 18 and (3)(f). It does not replace your base Internet Safety Policy under (3)(a) to (d) and (4); Doc 11 lists those items so you can confirm them.

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DOC	TITLE	USE
1	Board Policy: AI Instructional Tools	Model amendment for board adoption, with drafting notes for counsel
2	Administrative Procedure	Roles, step-by-step duties, public records, local definitions
3	Adoption Timeline	Month-by-month plan to July 1, 2027, with ch. 120 notice steps
4	Vendor and AI Tool Review (Form AI-4)	One per tool: requirements, vendor evidence, findings
5	Approved AI Tools Registry (Form AI-5)	Internal record, FDOE report worksheet, public list
6	Parent Notice and Opt-In (Form AI-6)	Per-tool notice, opt-in form, tracking log
7	Staff Training and Sign-In (Form AI-7)	Two-hour session plan, scenarios, sign-in sheet
8	Incident and Human-Review Logs (Forms AI-8A to 8C)	Logs, plus a letter template for disclosure to FDOE
9	Family and Staff Communication	Letter to families, staff memo, common questions
10	Annual Review (Form AI-10)	Tool effectiveness and program review before September 1
11	Rule Crosswalk and Internet Safety Policy Appendix	Where each rule item is covered; base-policy items to confirm
12	AI Instructional Tool Contract Addendum	Draft contract exhibit for vendor agreements

HOW TO USE IT

1. Replace each [Placeholder]. Other bracketed text is a local choice the rule does not set. Delete each "template source" line when you adopt or issue a document.
2. Policy III.1 to III.18 match rule items (3)(e)1 to 18; III.19 matches (3)(f). Keep the small rule citations until counsel review.
3. Send the whole kit to your board attorney before first reading. Doc 1's drafting notes list every open legal question in one place.

Sources. Saved texts of Rules 6A-1.0957 (final, eff. 10/29/2026) and 6A-1.09550, F.A.C., and ss. 1000.05, 1002.22, 1006.1494, 1006.28, 120.54, 120.81, F.S. (2026), rechecked November 16, 2026; other sources are cited in each document. fldoe.org could not be opened, so no FDOE guidance or reporting format is relied on.

DRAFT FOR LEGAL REVIEW. Written from the text of Rule 6A-1.0957, F.A.C., effective October 29, 2026. Check flrules.org for later amendments.

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Template source: The Ethics Lab, Florida AI Compliance Kit, Doc 1 (November 16, 2026). Delete this line on adoption.

[District Name] School Board POLICY NO. [____]

Artificial Intelligence Instructional Tools

SECTION/SERIES: [____]	ADOPTED: [Date]	REVISED: [Date]
AMENDS: Internet Safety Policy No. [____]	EFFECTIVE: [Date], no later than July 1, 2027	
STATUTORY AUTHORITY: [ss. 1001.41, 1001.42, 1001.43, F.S.] counsel to confirm		
LAW IMPLEMENTED: [Rule 6A-1.0957, F.A.C.; Rule 6A-1.09550, F.A.C.; ss. 1000.05, 1002.22, 1006.1494, 1006.28, F.S.] counsel to confirm		

I. AUTHORITY AND PURPOSE

1. This policy amends the Internet Safety Policy of the [District Name] School Board (the "Board") as required by Rule 6A-1.0957(3)(e), F.A.C. It governs how artificial intelligence instructional tools are approved, used, monitored, and reviewed in the [District Name] (the "District"). (3)(e)
2. Its purpose is to protect students, parents, and instructional personnel from unlawful, deceptive, unsafe, or unauthorized uses of artificial intelligence, and to protect education records and student information when artificial intelligence is used. (1)

II. DEFINITIONS

Definitions 1 to 6 are quoted or closely paraphrased from Rule 6A-1.0957(2), which controls if it changes.

1. "AI system" means 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)(a)1.
2. "Generative artificial intelligence" means a machine-based system that can, for a given set of human-defined objectives, emulate the structure and characteristics of input data in order to generate derived synthetic content, including images, videos, audio, text, and other digital content. (2)(a)2.
3. "Autonomous or agentic artificial intelligence" means a machine-based system that operates through a continuous cognitive loop, such as would allow it to be proactive, set goals, make multi-step decisions, execute actions and gather, log or generate data sets with minimal or no human oversight. (2)(a)3.
4. "AI instructional tool" means a software application or service that uses generative or autonomous/agentic artificial intelligence, including machine learning, which is made available to a student by the District for educational purposes, including instruction, tutoring, practice, feedback, or completing educator-directed assignments. It does not include AI systems that do not interact with students or that are used to analyze, classify, predict, detect, or optimize decision making based on existing data. (2)(b)
5. "Instructional use" means any classroom, homework, assessment, or curriculum-related activity involving an AI system. (2)(d)
6. "Parent" includes parents or guardians of students who are or have been in attendance at a school or institution. (2)(e)
7. "Approved AI Tools List" means the public list kept under paragraph III.13.
8. "Superintendent" means the district superintendent or, for a charter school, the chief administrator designated by the governing board. "AI Policy Lead" means the employee the Superintendent designates under paragraph IV.1.
9. "Non-AI alternative" means an instructional tool or activity that does not use artificial intelligence and is substantively comparable in instructional quality and access to the AI instructional tool it replaces for a student. (3)(e)1.e.

III. REQUIREMENTS

1. **Parent notice and opt-in.** When an AI instructional tool is approved for instructional use, the Superintendent shall notify the parents of students in the grades and subjects where it will be used, before those students first use it. The notice shall use plain, non-technical language and shall include: (3)(e)1.
   a. the name of the application or platform; 1.a.
   b. the grade level(s) and subject area(s) in which it will be used; 1.b.
   c. the nature of the student interaction with the tool, including whether it provides automated feedback or instructional responses; 1.c.
   d. the process for objecting to tool content under s. 1006.28(2)(a), F.S., and Policy No. [____]; and 1.d.
   e. if the student will directly use the tool, the option for the parent to opt the student into using it, and a description of the non-AI alternative the student will use if the parent does not opt in. 1.e.

   A student shall not directly use an AI instructional tool unless a parent has opted the student in for that tool. A student who is not opted in shall receive the non-AI alternative with no effect on grades or standing. The District shall keep a

record of each opt-in decision.

2. **VPK through grade 5.** Any AI instructional tool proposed for Voluntary Prekindergarten through grade 5 shall undergo additional written review, by staff with elementary instructional expertise, confirming that its content is age- and developmentally appropriate, complies with Florida Statutes and State Board of Education rules, and is aligned to Florida's state academic standards. (3)(e)2.
3. **Agentic AI.** An AI instructional tool that deploys autonomous or agentic AI may be used in Voluntary Prekindergarten through grade 12 only if (a) it is used under the direct supervision of an adult, (b) it maintains a complete log of its activities, and (c) it includes a mechanism that allows school personnel to immediately suspend or disable its autonomous functionality without vendor assistance. The District shall test the mechanism in (c) before approval. (3)(e)3.
4. **Teachers and parents.** AI instructional tools shall only supplement, and shall not replace, the professional judgment of teachers and the primary right of parents to direct the upbringing and education of their children. (3)(e)4.
5. **Equity.** Every AI instructional tool, and every use of it, shall comply with s. 1000.05, F.S. (3)(e)5.
6. **Scope.** This policy applies to every AI instructional tool and its use, whether or not adopted as an instructional material under chapter 1006, F.S., including AI features added to software the District already uses. (3)(e)6.
7. **Quality.** The District shall approve and keep only AI instructional tools that are accurate, transparent, viewpoint neutral, accessible to students and educators with disabilities in accordance with applicable state and federal requirements, and compliant with Florida's adopted academic standards and instructional materials framework. (3)(e)7.
8. **No hidden monitoring.** AI instructional tools shall not subject students to undisclosed behavior monitoring, social scoring, or psychological profiling. (3)(e)8.
9. **Academic integrity.** The Code of Student Conduct and teacher syllabi shall address: (a) plagiarism, including submitting AI-generated work as one's own without the acknowledgment the teacher requires; (b) permissible classroom use, which each teacher states for the course and for major assignments, with no AI use permitted where none is stated; (c) verification of student-authored work, which may include drafts, version history, and a conversation with the student; and (d) where appropriate, chances to demonstrate mastery, including drafts, student reflection on AI use, and demonstration of mastery without AI. Output from AI-detection software shall not by itself be the basis for a finding. (3)(e)9.
10. **Human review.** AI shall never be used as a decision maker without human review for any use case, including but not limited to grading, evaluations, promotions, discipline, threat assessment, counseling referrals, Exceptional Student Education referrals, or communications. This paragraph applies to every AI system the District uses. Human review means a qualified employee examines the AI output and the information behind it before any decision and is accountable for the decision. (3)(e)10.
11. **Training.** All teachers and administrators shall complete training on AI risks, limitations, safety, and compliance with this policy, Rule 6A-1.0957, and other applicable law, before they use, assign, or supervise an AI instructional tool, and [annually] after that. The District shall keep attendance records. (3)(e)11.
12. **Effectiveness.** Before approval, each vendor shall disclose in writing the tool's known instructional limitations and any available independent evaluations or studies of its effectiveness; the absence of such studies shall not by itself prevent approval. At least [annually], the District shall review each approved tool's effectiveness, including evidence such as ESSA studies, other independent studies, or local data, and decide whether continued use supports student learning. (3)(e)12.
13. **Public list.** The District shall keep a publicly accessible list of approved AI instructional tools, posted with this policy at [WEB ADDRESS], easy for parents to find, and updated [within 10 school days of any change and reviewed each semester]. (3)(e)13.
14. **Interaction records.** Each AI instructional tool shall keep records of student interactions for at least thirty (30) days so that parents can access education records under FERPA, s. 1002.22(2), F.S., and Rule 6A-1.0955, F.A.C. Vendor contracts shall require this. The District may review student interactions to monitor accuracy, alignment to state standards, and whether feedback is developmentally appropriate. Requests to see these records follow Policy No. [____]. On receiving a records request, or notice of a claim or legal proceeding, the AI Policy Lead shall direct the vendor in writing to preserve the affected student's records until the matter is closed. Records the District holds are retained under the applicable General Records Schedule. (3)(e)14.
15. **Report to the Department.** The Superintendent shall report every AI instructional tool used by the District to the Florida Department of Education, including each tool's name, grade levels, subject areas, frequency of use, and duration of student interaction, in the form and on the schedule the Department sets, without per-student or per-teacher information unless the Department requires it. (3)(e)15.
16. **Student privacy laws.** Use of AI instructional tools shall comply with s. 1006.1494, F.S., and Rule 6A-1.09550, F.A.C., including review and approval of online educational services, notices to parents and eligible students of the personally identifiable information collected, how it is used, when and how it is destroyed, and the terms of re-disclosure, contracts with third-party vendors, and protection of students' personally identifiable information. Vendor contracts shall include terms substantially equivalent to the District's AI Instructional Tool Contract Addendum. (3)(e)16.
17. **Student data.** No AI instructional tool shall be approved for student use unless its vendor is contractually bound not to sell, monetize, profile, or commercially exploit student data, including to train commercial AI models. Among vendors

that meet the District's requirements, the District shall give priority to vendors that keep student data storage and processing within the United States, and shall record each vendor's locations. (3)(e)17.

18. **Incidents.** Staff shall report to the AI Policy Lead [the same school day] any unexpected autonomous behavior by an approved AI tool, and any IT safety or security incident it causes, including unauthorized data access. The Superintendent shall disclose each such event to the Florida Department of Education [within ___ days of learning of it, or sooner if the Department requires]. This paragraph does not replace any other notice the law requires. (3)(e)18.

19. **Prohibited designs.** The Board shall not adopt, and staff shall not deploy, any form of artificial intelligence that is designed, marketed, or configured to: (a) meet a student's social or emotional needs, including Social Emotional Learning; (b) simulate friendship, companionship, or an emotional relationship with a student; or (c) employ relationship-building or anthropomorphic design features for the purpose of encouraging a student to continue interacting with the system or tool. (3)(f)

IV. ADMINISTRATION

1. Within [30] days of adoption, the Superintendent shall issue an administrative procedure that carries out this policy, assigns each duty, and designates an AI Policy Lead.
2. No AI instructional tool shall be made available to students until it appears on the Approved AI Tools List.
3. Before an AI instructional tool makes, shares, or stores a biometric scan of a student, or makes a voice or video recording of a student, the District shall obtain any written parent consent s. 1014.04(1)(g) or (i), F.S., requires.
4. For students under 13, the District shall confirm before approval how the vendor obtains consent under the Children's Online Privacy Protection Act, 16 C.F.R. Part 312, including for any disclosure to the vendor's AI model providers.
5. AI prompts, outputs, logs, vendor reports, and Department reports made or received in connection with official business may be public records under chapter 119, F.S. Education records within them are confidential and exempt under s. 1002.221, F.S. Staff shall keep student identifiers out of records that do not need them.
6. Where this policy and another Board policy both apply, staff shall follow both. If they conflict, the provision that gives students and parents more protection controls. [Counsel to confirm.]

V. REVIEW AND EFFECTIVE DATE

1. The Board shall review and approve this policy each year with the Internet Safety Policy, which Rule 6A-1.0957(3)(a) requires to be adopted by September 1 of each year and reviewed and approved annually. (3)(a)
2. This policy takes effect on [Date], which shall be no later than July 1, 2027. (3)(e)

CERTIFICATION OF ADOPTION

Adopted by the [District Name] School Board at a [regular/special] meeting on _____, by a vote of ____ in favor, ____ opposed, ____ absent. Notice of intended action published on _____ (s. 120.54(3)(a), F.S.).

_____	_____
Chair, School Board	Date
_____	_____
Superintendent	Date

History: New policy. Adopted _____. Next annual review _____.

DRAFTING NOTES FOR COUNSEL (REMOVE BEFORE ADOPTION)

Each note marks a choice the rule does not dictate or a question only counsel can answer. Every open legal question in the kit is listed here.

1. **Authority (header).** The rule's "Rulemaking Authority" and "Law Implemented" lines are the State Board's. A district policy should cite the board's own authority; ss. 1001.41 to 1001.43, F.S., are bracketed as a starting point and were not checked for this kit.
2. **Who must adopt.** Rule 6A-1.0957 names district school boards and charter school governing boards. Rule 6A-1.09550(2)(g) expressly includes developmental research (lab) schools (s. 1002.32), Florida Virtual School, and the Florida School for the Deaf and the Blind; Rule 6A-1.0957 does not. Advise those schools.
3. **Eligible students.** III.1 gives the opt-in to the parent, as the rule does. Rule 6A-1.09550 and s. 1002.22 recognize eligible students (18 or older). Decide who opts in for them.
4. **Teacher-permitted general tools.** When a teacher directs or permits students to use a general AI tool the District did not license (for example ChatGPT at home), is it "made available ... by an educational entity" under (2)(b), so approval, listing, notice, and opt-in apply? Until decided, Docs 2 and 9 tell teachers to use only approved tools with opted-in students.
5. **Scope of III.10.** We read (3)(e)10 to reach all AI systems, including detectors, early-warning analytics, and HR screening. Confirm.
6. **III.17 wording.** The rule reads "do not sell, monetize, profile, or commercially exploit student data to train commercial AI models." Our text and Doc 12, clause 4 track the rule. Section 1006.1494(5)(a) permits operators to use de-identified data to improve products; a

district may contract for a stricter bar.

7. **Objection process (III.1(d)).** Section 1006.28(2)(a) assigns the objection policy and form to district school boards, posted on the district homepage. Which process should a charter school use? Does it reach AI output that changes per student, or only fixed materials?
8. **Department reporting and disclosure.** The rule sets no format or deadline for the (3)(e)15 report or (3)(e)18 disclosure, and we could not open fldoe.org. Set the III.18 time limit. Also advise whether a breach statute (for example s. 501.171 or s. 282.3185, F.S.) applies; neither was checked.
9. **Retention, legal hold, and deletion.** Are vendor-held interaction logs education records? III.14 sets a 30-day minimum; s. 1006.1494(3)(c) requires deletion at course end and within 90 days after a student leaves, on district notice; FERPA bars destroying a record while a request to inspect it is pending (34 C.F.R. 99.10(e)); the access window under Rule 6A-1.0955 is reported as 30 days but its final text was not checked. Which General Records Schedule GS7 item governs, and is the III.14 hold language enough?
10. **Public records (IV.5).** Which staff AI use creates public records under chapter 119, and how should districts retain and produce staff AI chats?
11. **Rule 6A-1.09550 scope.** Its (3)(a) duties apply to services students are "required to use." An opt-in tool may instead fall under (3)(b) (referred but not required). III.16 and Doc 6 apply the (3)(a)3-4 notice content anyway. Confirm.
12. **COPPA (IV.4).** After the 2025 amendments (compliance date April 22, 2026), may the District consent for parents of under-13 students, and does that consent cover disclosure to the vendor's AI model provider?
13. **Biometrics and recordings (IV.3).** Do speech-input or face features need written consent under s. 1014.04(1)(g) or (i), or do the "legitimate academic" and regular classroom instruction exceptions in (1)(i) apply? Section 1014.04(1)(d) also gives parents access to all school records, beyond the 30-day log.
14. **Tools already in use.** The rule says to notify parents "when" a tool is approved. III.1 also requires notice before first use. May use continue while notices go out, or must it pause?
15. **When (3)(f) applies.** Paragraph (3)(e) carries the July 1, 2027 date; (3)(f) states none, so it may apply from October 29, 2026. Should III.19 take effect now, and must current AI SEL or wellness chat tools stop?
16. **Notice and hearings.** Is the amendment a "rule" requiring ch. 120 notice (ss. 120.54(3)(a), 120.81(1)(d)), and does a notice of rule development under s. 120.54(2) apply? Does amending the Internet Safety Policy need a new CIPA public notice and hearing or meeting (47 C.F.R. 54.520) for E-rate?
17. **Undefined terms.** The rule does not define "direct supervision of an adult" (III.3; is remote supervision enough?), "viewpoint neutral" (III.7), "substantively comparable" (II.9), "unexpected autonomous behavior" (III.18), or how to measure "frequency of use" and "duration of student interaction" (III.15). Doc 2, Section VIII records the District's definitions once.
18. **Local choices.** Bracketed time limits and frequencies in III.11, III.12, III.13, III.18, IV.1, and IV.6 are not set by the rule.

Sources. Rule 6A-1.0957, F.A.C., final text eff. 10/29/2026, and Rule 6A-1.09550, F.A.C., flrules.org · ss. 1000.05, 1002.22, 1006.28, 1006.1494, 120.54, 120.81, F.S. (2026) (saved texts) · ss. 1002.221, 1014.04, F.S. (2026), flsenate.gov · 34 C.F.R. 99.10 · 16 C.F.R. Part 312 and 90 Fed. Reg. (Apr. 22, 2025) · 47 C.F.R. 54.520. Checked November 16, 2026.

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Template source: The Ethics Lab, Florida AI Compliance Kit, Doc 2 (November 16, 2026). Delete this line on issue.

[District Name] ADMINISTRATIVE PROCEDURE NO. [____]

AI Instructional Tools

IMPLEMENTS: Board Policy No. [____] ISSUED: [Date] REVISED: [Date]

AUTHORITY: Board Policy No. [____], paragraph IV.1; Rule 6A-1.0957, F.A.C. Issued within [30] days of Board adoption.

I. ROLES

One person may hold several roles, but the person who requests a tool shall not be the only person who approves it.

ROLE (USUAL HOLDER)	TITLE IN THIS DISTRICT	DUTIES
Superintendent		Issues this procedure; designates roles; signs FDOE reports and disclosures.
AI Policy Lead		Runs the process; keeps the registry and public list; receives incident reports; issues legal-hold notices to vendors; prepares the FDOE report and annual review.
Privacy Reviewer (designated under Rule 6A-1.09550(3)(a)2)		Reviews terms of service, privacy policy, and contract; confirms 30-day records, no sale or training, data location, COPPA consent; posts the website privacy notice.
Technology Lead (CIO or IT director)		Tests security, sign-in, logging, and the agentic off switch; leads security incident response.
Curriculum Reviewer (content supervisor)		Checks accuracy, viewpoint neutrality, standards alignment, and that the non-AI alternative is comparable.
Elementary / Accessibility Reviewers		VPK to grade 5 review (NA if grades 6 to 12 only) / WCAG 2.1 AA and access for students and staff with disabilities (ESE or 504 coordinator).
Contracts Officer (purchasing, with counsel)		Puts the Doc 12 addendum terms into the contract before any student use.
Principal / Teacher	Each school	Principal confirms notices, opt-ins, and training. Teacher uses only approved tools, checks the opt-in roster, supervises use, reviews AI output, reports problems the same day.
Records Custodian / Communications Lead / Training Coordinator		Handles records and public records requests / sends notices, keeps the web page current / runs training, keeps sign-in sheets.

II. STEPS

NO.	STEP	WHO	FORM
A. Approval. No student may use a tool while its request is open.			
A1	Submit a request naming the tool, vendor, grades, subjects, and purpose.	Teacher or principal	AI-4, Part 1
A2	Decide whether it is an AI instructional tool (Policy II.4). If students never interact with it, record that and use the regular online services review; Policy III.10 still applies.	AI Policy Lead	AI-4
A3	Send the vendor the Form AI-4 questions; require written answers with evidence.	AI Policy Lead	AI-4
A4	Complete privacy, technology, curriculum, and accessibility reviews, plus the elementary review for VPK to grade 5. For agentic tools, test the off switch without vendor help and confirm the activity log.	Reviewers	AI-4
A5	Reject any tool designed, marketed, or configured for a purpose in Policy III.19.	AI Policy Lead	AI-4
A6	Sign the contract or data privacy agreement with the Doc 12 addendum terms.	Contracts Officer	Doc 12
A7	Approve, approve with conditions, or decline, with written reasons.	Superintendent or designee	AI-4
A8	Add to the registry and public list within [10] school days. Post the website privacy notice (Rule 6A-1.09550(3)(a)6).	AI Policy Lead	AI-5
B. Before students use it			
B1	Write the parent notice with all of Policy III.1 and the privacy rows; name the non-AI alternative.	AI Policy Lead	AI-6
B2	Send it at least [10] school days before first use, translated where the District provides translations.	Principal	AI-6
B3	Record each reply. No form returned means not opted in. Before first use, check the roster against the log and have the alternative ready.	Office, teacher	AI-6 log
B4	Confirm the teacher completed training.	Principal	AI-7
C. During use			

NO.	STEP	WHO	FORM
C1	State permitted AI use for the course and each major assignment; none stated means none permitted. Direct students only to approved tools.	Teacher	Syllabus
C2	Supervise agentic tools directly. If one acts unexpectedly, switch off its autonomous function and report it.	Teacher	AI-8A
C3	Review any AI output about a student before acting on it; record the review where required. For suspected misuse, use drafts, history, a conversation, and a chance to show mastery; never a detector score alone.	Teacher, administrator	AI-8B
C4	Send objections to tool content to the s. 1006.28(2)(a), F.S., objection process.	Principal	District form
C5	Route requests to see AI interaction records to the Records Custodian, who requests an export and, the same day, has the AI Policy Lead send the vendor a written preservation (legal hold) notice that lasts until the request is closed (34 C.F.R. 99.10(e)).	Any staff	Records policy
D. Incidents			
D1	Stop student use; use the off switch for agentic tools; tell the principal and AI Policy Lead [the same school day].	Teacher	AI-8A
D2	Assess: unexpected autonomous behavior, security incident, or unauthorized data access? Contact the vendor. Preserve logs.	Technology Lead	AI-8A
D3	Disclose qualifying events to FDOE [within ___ days] using Form AI-8C. Ask counsel whether other notices are required.	Superintendent	AI-8C
D4	Restore, restrict, or remove the tool; update the registry and public list.	AI Policy Lead	AI-5
E. Every year			
E1	Check FDOE's website for a reporting format, then report every tool: name, grades, subjects, frequency, duration. No per-student or per-teacher data.	AI Policy Lead	AI-5, Part C
E2	Train new staff before they use a tool, and all teachers and administrators [annually].	Training Coordinator	AI-7
E3	Review each tool's effectiveness; present the annual review and bring the policy to the Board before September 1.	AI Policy Lead, Superintendent	AI-10

III. PUBLIC RECORDS

Staff prompts and AI outputs created for District business, the logs, vendor usage reports, and FDOE reports may be public records under chapter 119, F.S. Student-identifying information in them is confidential and exempt as education records (s. 1002.221, F.S.). Keep student identifiers out of logs and reports that do not need them, and retain records under the General Records Schedule item counsel identifies, not only under vendor contract terms.

IV. DISTRICT DEFINITIONS

The rule leaves these undefined. Record the District's definitions once, after counsel review (Doc 1, note 17).

TERM	DISTRICT DEFINITION OR METHOD
Direct supervision of an adult (Policy III.3)	
Viewpoint neutral (III.7)	
Substantively comparable alternative (II.9)	
Unexpected autonomous behavior (III.18)	
Frequency of use; duration of student interaction (III.15)	

Superintendent

Date issued

Sources. Rule 6A-1.0957 and Rule 6A-1.09550, F.A.C., flrules.org · ss. 1006.28(2)(a), 1002.221, F.S. (2026) · ch. 119, F.S. · 34 C.F.R. 99.10(e). Checked November 16, 2026. Bracketed time limits are local choices.

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Adoption Timeline to July 1, 2027

*Owner: AI Policy Lead. Adopt **and implement** the AI amendment by July 1, 2027 (Rule 6A-1.0957(3)(e)); readopt the Internet Safety Policy by September 1 each year ((3)(a)).*

FIX THE BOARD DATE FIRST

Count back from the last regular meeting before July 1, 2027. For district school boards, notice of intended action is due at least 28 days before the board acts (s. 120.54(3)(a)2., F.S.), by newspaper or public website, mail to those who asked and to groups representing those affected, and posting (s. 120.81(1)(d), F.S.). A notice of rule development may be needed earlier (s. 120.54(2)). Within 21 days after the notice, affected persons may request a hearing (s. 120.54(3)(c)1.) or offer a lower cost regulatory alternative (s. 120.54(3)(a)1.); either can push the date, which is why the June fallback exists. Ask counsel whether a CIPA hearing is also needed. Charter boards follow their bylaws.

Target meeting (May) _____ Fallback, by June 30 _____ Notice by _____ Last teacher contract day _____

DONE BY	TASK	OWNER	RULE	DONE
1. Get organized (Nov. to Dec. 2026)				
Dec 4, 2026	Designate the AI Policy Lead and reviewers (Doc 2). Send the rule text and Doc 1 notes to the board attorney.	Superintendent	(3)(e)	☐
Dec 18, 2026	Inventory every AI tool students touch, including AI features in licensed software and general tools teachers direct students to use. Note grades, subjects, agentic, VPK to 5. Flag (3)(f) tools; ask counsel whether to stop them now.	AI Policy Lead, Technology Lead	(3)(e)6, 15; (3)(f)	☐
2. Review and draft (Jan. to Feb. 2027)				
Jan 15, 2027	Send Form AI-4 to every vendor on the inventory, answers due in four weeks.	AI Policy Lead	(3)(e)12, 16, 17	☐
Jan 29, 2027	Adapt Docs 1, 2, and 12. Counsel review begins.	AI Policy Lead, counsel	(3)(e)1 to 18	☐
Feb 26, 2027	Finish reviews; test agentic off switches; send the Doc 12 addendum to vendors.	Reviewers, Contracts	(3)(e)2, 3, 7, 16	☐
3. Decide and prepare (Mar. to Apr. 2027)				
Mar 12, 2027	Make tool decisions; fill in the registry and public list (AI-5); draft parent notices and alternatives (AI-6).	Superintendent, AI Policy Lead	(3)(e)1, 13	☐
Mar 26, 2027	Publish a notice of rule development, if counsel says it is required.	Board attorney, clerk	s. 120.54(2)	☐
Apr 2, 2027	Board workshop or first reading. Bring the crosswalk (Doc 11).	Superintendent	(3)(e)	☐
Apr 16, 2027	Publish notice of intended action (28 days or more before adoption). Watch the 21-day window for hearing requests.	Board attorney, clerk	s. 120.54(3)	☐
Apr 30, 2027	Start staff training (Doc 7) so all finish before the last contract day.	Training Coordinator	(3)(e)11	☐
4. Adopt and implement (May to June 2027)				
May 2027	Board adopts the policy (Doc 1). Superintendent issues the procedure (Doc 2).	Board, Superintendent	(3)(e)	☐
Jun 1, 2027	Contracts signed with the addendum terms. All current teachers and administrators trained.	Contracts, principals	(3)(e)11, 14, 16 to 18	☐
Jun 15, 2027	Post the policy and public list. Put the logs (Doc 8) in use. Submit the FDOE report if FDOE has published a format.	AI Policy Lead	(3)(e)10, 13, 15, 18	☐
Jun 30, 2027	Parent notices and opt-in forms ready for 2027-28; alternatives in teachers' hands.	Principals	(3)(e)1	☐
5. Deadline and after				
Jul 1, 2027	**Policy adopted and implemented.** Tools already in use: follow counsel's advice on notices and opt-ins (Doc 1, note 14).	Board	(3)(e)	☐
Sep 1, 2027	Board adopts the annual Internet Safety Policy with the AI amendment; confirm base items (Doc 11 appendix).	Board	(3)(a)	☐
Spring 2028	First annual effectiveness review (Doc 10).	AI Policy Lead	(3)(e)12	☐

Sources. Rule 6A-1.0957, F.A.C. · ss. 120.54, 120.81(1)(d), F.S. (2026) · 47 C.F.R. 54.520. Checked November 16, 2026. Dates are suggestions; keep the order.

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Vendor and AI Tool Review

Form AI-4

One form per tool. The vendor answers and attaches evidence; reviewers record the finding. A yes with no evidence is "N" (not met). Codes: M met, N not met, NA does not apply.

TOOL NAME AND VERSION	VENDOR AND CONTACT EMAIL	REQUESTED BY (ROLE, SCHOOL)	GRADES	SUBJECTS	DATE RECEIVED

Is it an AI instructional tool? Yes if it uses generative or agentic AI and is made available to students for instruction, tutoring, practice, feedback, or assignments (Rule 6A-1.0957(2)(b)). If students never interact with it, mark No, use the regular online services review, and still apply row 10. ☐ Yes ☐ No

#	REQUIREMENT	QUESTION FOR THE VENDOR	VENDOR ANSWER	EVIDENCE (DOC, PAGE, CLAUSE)	FINDING	REVIEWER
1	**(3)(e)1.c** Interaction	How do students interact with it? Automated feedback or instructional responses? Open-ended chat?				Curriculum
2	**(3)(e)2** VPK to 5	Intended for these grades? Minimum age in your terms? How is content kept age-appropriate?				Elementary
3	**(3)(e)3** Agentic	Does it act on its own (set goals, take multi-step actions)? If yes: complete activity log? Can staff switch off autonomous functions immediately without you? Show us.				Technology
4	**(3)(e)4** Teacher judgment	Can teachers see, edit, and override everything it tells students or produces about them?				Curriculum
5	**(3)(e)5** s. 1000.05	How do you test output for discrimination by race, color, national origin, sex, disability, religion, or marital status? How is generated instructional content reviewed against s. 1000.05(4)(a)?				Curriculum
6	**(3)(e)7** Accurate, neutral	How do you measure accuracy, and what error rates have you found? Which AI models power it, from which company? How do you keep responses viewpoint neutral?				Curriculum
7	**(3)(e)7** Accessibility	Provide your accessibility conformance report. Do you meet WCAG 2.1 Level AA (the ADA Title II web rule standard, 28 C.F.R. 35.200)? List known barriers.				Accessibility
8	**(3)(e)7** Standards	List the Florida standards, by code, the tool supports, and how alignment was checked.				Curriculum
9	**(3)(e)8** Monitoring	Does it monitor behavior, score students socially, infer emotions or personality, or build profiles? Does it ask students about protected areas such as mental or psychological problems or political beliefs (PPRA, 20 U.S.C. 1232h)? List all behavioral data collected.				Privacy
10	**(3)(e)10** Human review	Does it grade, score, flag, rank, or recommend action about any student or employee? Can staff review and change each result before it takes effect?				Curriculum
11	**(3)(e)9** Integrity	Can teachers see students' prompts and responses? Can students export their history?				Curriculum
12	**(3)(e)12** Evidence	Known instructional limitations? Independent evaluations or studies (for example ESSA evidence)? Having none does not by itself disqualify the tool.				Curriculum
13	**(3)(e)14** Records	Do you keep each student's interaction records at least 30 days? How long, exactly? How fast can you export one student's records? Will you preserve a student's records on our written notice until we release the hold, and stop students from deleting them in the meantime?				Privacy
14	**(3)(e)15** Usage data	Can you report frequency of use and duration of student interaction by grade and subject, with no per-student data?				Technology
15	**(3)(e)16** Privacy terms	Provide your terms and privacy policy. List the student information you collect, how you use it, when and how you destroy it, and any re-disclosure (Rule 6A-1.09550(3)(a)4). Will you sign our data privacy agreement and the Doc 12 addendum?				Privacy
16	**s. 1006.1494(3)(c)** Deletion	Will you delete student information at the end of the course or program, and within 90 days after a student leaves the district, on our notice, subject to any legal hold?				Privacy

#	REQUIREMENT	QUESTION FOR THE VENDOR	VENDOR ANSWER	EVIDENCE (DOC, PAGE, CLAUSE)	FINDING	REVIEWER
17	**(3)(e)17** No sale or training	Will you agree not to sell, monetize, profile, or commercially exploit student data to train commercial AI models? Do your subprocessors, including AI model providers, agree? List them.				Privacy
18	**(3)(e)17** Location	Where is student data stored and processed, including by subprocessors? Name the countries.				Privacy
19	**(3)(e)18** Incidents	How fast will you tell us of a security incident, unauthorized data access, or unexpected autonomous behavior? Put the time limit in the contract.				Technology
20	**(3)(f)** Prohibited designs	Is it designed, marketed, or configured to meet students' social or emotional needs, act as a friend or companion, or use a persona, feelings, or other human-like features to keep students using it? Send screenshots of the student view and your marketing to schools.				AI Policy Lead
21	COPPA (under 13)	How do you obtain verifiable parental consent under 16 C.F.R. Part 312? Do you rely on school consent? Do you disclose to third parties, including AI model providers, and with what separate consent? Provide your written data retention policy.				Privacy
22	s. 1014.04(1)(g), (i)	Does the tool record students' voices or video, or create face or voice templates or other biometric data? Where are they stored, and for how long?				Privacy
23	Safety (local)	What does the tool do if a student mentions self-harm, abuse, or a threat? Who at the school is alerted?				AI Policy Lead

REVIEWER SIGN-OFF AND DECISION

REVIEW	REVIEWER (ROLE, NAME), DATE	CONDITIONS	REVIEW	REVIEWER (ROLE, NAME), DATE	CONDITIONS
Privacy			Accessibility		
Technology			Elementary (or NA)		
Curriculum			Contract and addendum		

☐ Approved ☐ Approved with conditions: _____ ☐ Declined. Reason: _____

_____ _____

Approved by (Superintendent or designee) Date added to registry

Sources. Rule 6A-1.0957 and Rule 6A-1.09550, F.A.C. · ss. 1000.05, 1006.1494, 1014.04, F.S. (2026) · 16 C.F.R. Part 312 · 20 U.S.C. 1232h · 28 C.F.R. 35.200. Checked November 16, 2026.

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Approved AI Tools Registry

Form AI-5

Parts A and B are the internal record (same row number in each). Part C feeds the FDOE report. Part D is the public list. Kept as a spreadsheet, it can produce C and D directly. Owner: AI Policy Lead. Last updated _____

PART A. APPROVAL AND USE

#	TOOL, VERSION, VENDOR	GENERATIVE OR AGENTIC	GRADES	SUBJECTS	HOW STUDENTS INTERACT	APPROVED ON, BY	CONDITIONS	NON-AI ALTERNATIVE	STATUS (ACTIVE, PAUSED, REMOVED + DATE)
1									
2									
3									
4									

PART B. COMPLIANCE CHECKS

Write a date or NA in each cell. A blank cell means the tool is not ready for students.

#	FORM AI-4 ON FILE (3)(E)12, 16	VPK TO 5 REVIEW (3)(E)2	AGENTIC LOG AND OFF SWITCH TESTED (3)(E)3	CONTRACT, DPA, ADDENDUM (EXPIRES) (3)(E)16, 17	30-DAY RECORDS CONFIRMED (3)(E)14	VENDOR RETENTION PERIOD; LEGAL-HOLD CONTACT (3)(E)14	DATA STORED AND PROCESSED IN (3)(E)17	WEBSITE PRIVACY NOTICE 6A-1.09550(3)(A)6	PARENT NOTICE SENT (3)(E)1	REPORTED TO FDOE (3)(E)15	NEXT REVIEW (3)(E)12
1											
2											
3											
4											

PART C. WORKSHEET FOR THE FDOE REPORT

Required fields, with no per-student or per-teacher information (Rule 6A-1.0957(3)(e)15). Use FDOE's format if it publishes one; check before each cycle. Measure frequency and duration the same way every year, as defined in Doc 2, Section IV.

AI INSTRUCTIONAL TOOL	GRADE LEVELS	SUBJECT AREAS	FREQUENCY OF USE	DURATION OF STUDENT INTERACTION

Data source and period _____ Submitted on _____ by _____

PART D. PUBLIC LIST FOR PARENTS

Post next to the AI policy (Rule 6A-1.0957(3)(e)13). Use plain words.

[District Name] Approved AI Instructional Tools

Last updated _____. AI policy: _____. Questions: _____. To object to tool content: _____.

TOOL	WHAT STUDENTS DO WITH IT	GRADES	SUBJECTS	APPROVED	OPT-IN NEEDED?	PRIVACY NOTICE AND TERMS (LINK)

Sources. Rule 6A-1.0957 and Rule 6A-1.09550, F.A.C., flrules.org. Checked November 16, 2026. The registry and FDOE submissions may be public records (Doc 2, Section III).

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*Template source: The Ethics Lab, Florida AI Compliance Kit, Doc 6 (November 16, 2026). Staff: fill in every row from the vendor's terms and your contract, send at least [10] school days before first use, print on letterhead, and delete this line. No form back means **not** opted in.*

Notice to Parents and Eligible Students: AI Instructional Tool

Form AI-6

[School Name] · Please read and return the form below by _____.

Your child's class plans to use an artificial intelligence (AI) tool. Florida rules require us to tell you about it and to ask your permission before your child uses it. (Students 18 or older: [District rule on who signs].)

Name of the tool	
Grade(s) and subject(s)	
How your child will use it	Does the tool give your child automated feedback or answers? ☐ Yes ☐ No
If you do not opt in	Your child will do this instead, with no effect on grades:
Information the tool collects	
How the information is used	
When and how it is deleted	
Who else receives it	Re-disclosure terms: _____ Terms and privacy policy: _____
Data protections	The company may not sell, monetize, profile, or commercially exploit your child's data, or use it to train commercial AI models.
Record of your child's use	The tool keeps a record of your child's interactions for at least 30 days. To see it, contact _____.
To object to the tool's content	Use our objection process under s. 1006.28(2)(a), F.S., at _____.
Questions	Name and role _____ Phone or email _____ AI policy and full list of approved tools: _____

CUT HERE AND RETURN THE BOTTOM PART

OPT-IN FORM · RETURN BY _____

Student name _____ Grade _____ Teacher or period _____

AI tool _____

☐ **Yes.** I opt my child in to using this AI tool as described above.

☐ **No.** I do not opt my child in. Please give my child the non-AI alternative.

You can change your answer at any time by telling the teacher or school office in writing.

_____ _____

Parent, guardian, or eligible student: name and signature Date

Opt-In Tracking Log

Form AI-6L

One log per tool per class or section. The teacher checks it before the first lesson that uses the tool. Keep it with student records under your retention schedule.

Staff: translations. Have a qualified human translator, not machine translation, translate the approved notice and form (Spanish, Haitian Creole, and: _____). Keep the layout and each translator's certification on file.

TOOL	TEACHER	COURSE AND PERIOD	NOTICE SENT (DATE, HOW)

#	STUDENT NAME OR ID	GRADE	FORM RETURNED (DATE)	DECISION (IN / OUT / NO REPLY)	ALTERNATIVE READY?	CHANGED (DATE, TO)	STAFF INITIALS
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							

Totals: opted in _____ · not opted in _____ · no reply (treated as not opted in) _____

Sources. Rule 6A-1.0957(3)(e)1, 14, 17, F.A.C. · Rule 6A-1.09550(3)(a)3-4, F.A.C. · s. 1006.28(2)(a), F.S. (2026). Checked November 16, 2026.

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Staff Training: AI Instructional Tools

Two hours for every teacher and administrator before they use or supervise a tool, plus 30 minutes for administrators (Rule 6A-1.0957(3)(e)11). Bring the adopted policy, the public tools list, and this sheet.

SESSION PLAN

MIN	MODULE	WHAT STAFF DO AND LEAVE KNOWING
15	**1. What the rule asks**	Walk the crosswalk (Doc 11). The four habits: use only listed tools, check opt-ins, keep a human in every decision, report problems the same day.
20	**2. How tools work and fail**	Live demo with an approved tool, using a question from your own course. Check the answer against your materials.
20	**3. Risks and records**	What student information never goes into a tool. No undisclosed monitoring or profiling (III.8). Why companion-style and emotional-support designs are banned (III.19). What to do if a student discloses harm. Your AI chats about school business may be public records (ch. 119, F.S.); keep student names out of prompts and logs, since education records are confidential (s. 1002.221, F.S.).
15	**4. Before the first lesson**	Find the tool on the public list. Read its notice. Check the roster against the opt-in log. Prepare a comparable non-AI alternative. Do not send students to unapproved general AI tools.
20	**5. Academic integrity**	State permitted use in syllabi and on major assignments. Use drafts, version history, conferences, and reflection. A detector score alone is never a finding.
10	**6. A human decides**	No grade, discipline, referral, or message home rests on AI output until a person reviews it. Fill in one row of Form AI-8B.
10	**7. When something goes wrong**	Stop, switch off agentic functions, tell the principal and AI Policy Lead the same day, fill in Form AI-8A.
10	**8. Scenarios**	Pairs answer the six scenarios below, then discuss.

Administrator add-on (30 min): approval path and evidence (Docs 2, 4); registry, public list, and FDOE report (Doc 5); incident disclosure (Form AI-8C); legal holds and records requests; annual review and September 1 approval (Doc 10).

SCENARIO CHECK

1. A colleague wants to use a free AI quiz app tomorrow. *Answer: it must be reviewed, approved, and listed, and parents must opt in before students use it directly (III.1, IV.2).*
2. Three students have no opt-in form back. *Treat them as not opted in; give the non-AI alternative (III.1).*
3. An approved writing tool gives an essay a low score. *Enter a grade only after you read the essay and decide yourself (III.10).*
4. A detector says an essay is "likely AI-written." *Not a finding. Gather drafts and history, talk with the student, let them show what they know (III.9).*
5. A research assistant tool starts sending emails on its own. *Switch off its autonomous function, stop use, report and log it the same day; the District may need to disclose it to FDOE (III.3, III.18).*
6. A vendor offers a friendly "study buddy" chatbot that checks in on students' feelings. *Barred (III.19). Do not adopt it.*

Facilitator: test the demo tool the day before (vendor demo account if none is approved yet); write three questions from courses taught in the room; print the policy, list, and blank Forms AI-6L and AI-8B; send the sign-in sheet to the Training Coordinator within [5] school days; anyone who missed part of the session completes a make-up before using a tool with students.

Training Sign-In Sheet

Form AI-7

DATE	SCHOOL AND ROOM	PRESENTER (ROLE)	MODULES COVERED
			1 2 3 4 5 6 7 8 · Admin

By signing, I confirm I attended the full session and received the AI policy and the list of approved tools.

#	NAME (PRINT)	ROLE	EMPLOYEE ID	TIME IN	TIME OUT	SIGNATURE
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						

Presenter signature

Total attended

Sources. Rule 6A-1.0957(3)(e)11, F.A.C. · ch. 119 and s. 1002.221, F.S. (2026). Checked November 16, 2026.

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AI Incident Log

Form AI-8A

Log any **unexpected autonomous behavior** (A), **IT safety or security incident** (S), or **unauthorized data access** (D) by an approved tool; these are disclosed to FDOE (Rule 6A-1.0957(3)(e)18; Form AI-8C). Also log harmful or inaccurate content (C) and any sign of a prohibited design (P). **No student names:** this log may be a public record (ch. 119, F.S.); use a count and keep identities in the investigation file.

#	DATE, TIME FOUND	TOOL	REPORTED BY (ROLE)	WHAT HAPPENED	TYPE	STUDENTS (COUNT)	IMMEDIATE ACTION (TOOL OFF? WHO, WHEN)	AI POLICY LEAD TOLD	FDOE DISCLOSURE (DATE OR NOT REQUIRED)	CLOSED (DATE, FIX)
1										
2										
3										
4										

Human-Review Log

Form AI-8B

Rule 6A-1.0957(3)(e)10 bars AI from being "a decision maker absent human review" in any use case, including grading, evaluations, promotions, discipline, threat assessment, counseling and ESE referrals, and communications. Use this log whenever AI output feeds such a decision. Result: accepted, changed, or rejected. For routine grading with an approved tool, a gradebook note may suffice if the procedure says so. Keep student and employee entries on separate copies under their records policies. Example (fictional): Oct 6 · essay feedback tool · grade · ID 40021 · suggested 2/4 · teacher found missed counterargument · changed · English teacher, 3/4.

#	DATE	AI TOOL OR SYSTEM	DECISION AREA	STUDENT OR EMPLOYEE ID	WHAT THE AI PRODUCED	WHAT THE REVIEWER CHECKED	RESULT	DECIDED BY (ROLE, NAME)	NOTES
1									
2									
3									
4									

Template: disclosure to FDOE under Rule 6A-1.0957(3)(e)18. FDOE had not published a format or address as of November 16, 2026 (we could not open fldoe.org). Check FDOE's website first and use its format if one exists. Print on letterhead; have counsel review before sending.

Form AI-8C

Incident Disclosure to the Florida Department of Education

[Date]

To: Florida Department of Education, [Office and address or portal FDOE designates]

From: [Superintendent name], Superintendent, [District Name]

Re: Disclosure under Rule 6A-1.0957(3)(e)18, F.A.C.

The [District Name] discloses the following event involving an approved AI instructional tool.

Tool and vendor	
Type of event	☐ Unexpected autonomous behavior ☐ IT safety or security incident ☐ Unauthorized data access
Date and time discovered; date it began, if known	
What happened	
Schools and grades affected; number of students (no names)	
Data involved, if any	
Actions taken (tool disabled, vendor notified, logs preserved)	
Current status and next steps	
Other notices given (families, law enforcement, other agencies)	
District contact	Name, title, phone, email:

We will send an update if we learn more. This disclosure contains no personally identifiable student information.

Superintendent signature _____ Date _____

Sources. Rule 6A-1.0957(3)(e)3, 10, 18 and (3)(f), F.A.C. · ch. 119 and s. 1002.221, F.S. Checked November 16, 2026.

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Family and Staff Communication

Send once, on adoption. It does not replace the per-tool notice (Form AI-6). Check it against your adopted policy.

LETTER TO FAMILIES

Dear families,

On _____, the [District Name] School Board adopted a policy on artificial intelligence (AI) tools in our classrooms. A Florida State Board of Education rule requires every school district and charter school to adopt and implement an amendment to its internet safety policy covering AI instructional tools by July 1, 2027.

You decide. Before your child uses an AI tool directly in class, we will send a notice that names the tool, how your child will use it, and what information it collects. Your child uses it only if you return the opt-in form. If you do not, your child gets a comparable assignment without AI, with no effect on grades.

Your child's data is protected. Companies whose AI tools we approve must agree not to sell, monetize, or profile student data or use it to train commercial AI models. Each tool keeps a record of your child's use for at least 30 days, and you may ask to see it.

Teachers stay in charge, and some AI is not allowed. A person reviews any AI output before it affects a grade, discipline, a referral, or a message home. We will not use AI designed, marketed, or set up to meet students' social or emotional needs or to act as a friend or companion.

Policy and approved tools: _____. Questions: _____. Sincerely,
_____ (name and title)

MEMO TO STAFF

To: All teachers and administrators · **From:** _____ · **Date:** _____ · **Re:** AI instructional tools policy

The Board adopted Policy No. [____] under Rule 6A-1.0957. Starting _____:

1. Use only AI tools on the approved list at _____, including free tools and AI features in software we already use. Do not direct students to other AI tools, including general chatbots, until the District decides how the rule treats them. To request a tool, contact _____.
2. Students use a tool directly only if opted in. Check the opt-in log before the first lesson and have the alternative ready.
3. State permitted AI use in your syllabus and on major assignments. Review AI output yourself before it affects a grade, discipline, referral, or message home.
4. If a tool acts unexpectedly or exposes data, stop and tell your principal and _____ the same day.
5. Complete training by _____. Your AI chats about school business may be public records; keep student names out.

COMMON QUESTIONS

Staff: does this cover AI I use only for planning?

Notice and opt-in apply to tools students interact with. Human review still applies if AI output feeds a decision about a student, privacy rules apply to student information you enter, and your chats may be public records.

Staff: can I use a detector to catch cheating?

A score alone is never a finding. Look at drafts and history, talk with the student, let them show what they know.

Staff: a student turned 18, or most of my class opted out?

For 18-year-olds, follow District guidance: _____. If most opt out, teach the non-AI version; it was chosen to be comparable.

Families: do companies get my child's data?

Only what the tool needs, under a contract. Each tool's notice lists what is collected, how it is used, and when it is deleted.

Families: what if I object to something a tool shows?

Use the objection process at _____, or change your opt-in answer at any time.

Sources. Rule 6A-1.0957(2)(b), (3)(e), (f) and Rule 6A-1.09550(3)(a)4, F.A.C. Checked November 16, 2026.

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Annual Review

Form AI-10

Part A, one per tool: keep it? Part B, once a year: is the program working? Bring both to the Board before it approves the Internet Safety Policy by September 1 (Rule 6A-1.0957(3)(a), (3)(e)12). School year reviewed _____

PART A. TOOL EFFECTIVENESS

TOOL AND VENDOR	GRADES AND SUBJECTS	APPROVED SINCE	REVIEWER

QUESTION	ANSWER AND WHERE THE EVIDENCE IS
Use. How often and how long did students use it? (Same measure as the FDOE report.)	
Outcomes. What evidence shows it improved learning (ESSA or other studies, results for users and non-users, teacher review)? (3)(e)12	
Vendor changes. New limitations, studies, AI models, data practices, or subprocessors?	
Accuracy. Errors found by teachers or by review of student interactions? (3)(e)7, 14	
Incidents, objections, complaints. Number and outcomes.	
Opt-in and access. Percent opted in; did students on the alternative do as well? Accessibility problems?	
Teachers. Would they use it again? Why?	
Contract. Do terms, retention, and data locations still meet III.14, III.16, III.17 and Doc 12? Expiration?	

Decision: ☐ Continue ☐ Continue with changes: _____ ☐ Remove (update the public list and tell families)

_____ _____

Reviewer Date

PART B. PROGRAM REVIEW

	CHECK	RULE	EVIDENCE OR NOTES
☐	Every approved tool has a Part A review this year.	(3)(e)12	
☐	Public list and policy are posted, easy to find, and match the registry.	(3)(e)13	
☐	Spot check [5] classes: notices sent, opt-in log kept, alternative given.	(3)(e)1	
☐	Every VPK to 5 tool has the additional review (or NA). Every agentic off switch was tested this year by staff without vendor help.	(3)(e)2, 3	
☐	Training: ___ of ___ teachers, ___ of ___ administrators. Plan for anyone missing.	(3)(e)11	
☐	Spot check [10] human-review records: a person's decision recorded each time.	(3)(e)10	
☐	AI-related integrity cases: number, and whether any rested on a detector score alone.	(3)(e)9	
☐	No tool monitors, scores, or profiles students without disclosure, or is designed, marketed, or configured for social or emotional needs, companionship, or human-like engagement.	(3)(e)8; (3)(f)	
☐	FDOE report submitted in FDOE's current format; every A, S, or D incident disclosed.	(3)(e)15, 18	
☐	Contracts include the 30-day records, legal hold, data, and U.S. location terms. Any legal holds still open are tracked.	(3)(e)14, 16, 17	

	CHECK	RULE	EVIDENCE OR NOTES
☐	Base Internet Safety Policy items confirmed (Doc 11 appendix).	(3)(a) to (d), (4)	
☐	Checked flrules.org for amendments to Rules 6A-1.0957 and 6A-1.09550 since last review. Changes: _____	All	
☐	Policy revisions recommended to the Board.	(3)(a)	

AI Policy Lead

Date

Superintendent

Date presented to the Board

Source. Rule 6A-1.0957, F.A.C., eff. 10/29/2026. Checked November 16, 2026.

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Rule 6A-1.0957 Crosswalk

Each requirement of the rule's AI amendment and where this kit covers it. Policy = Doc 1; Procedure = Doc 2 step; Addendum = Doc 12 clause.

RULE	REQUIREMENT	POLICY	PROCEDURE	FORMS (DOC, PART OR ROW)	ADDENDUM
(3)(e)1.a to d	Plain-language notice: tool, grades and subjects, nature of interaction, objection process	III.1(a)-(d)	B1, B2, C4	AI-6 notice; Doc 9 letter	
(3)(e)1.e	Opt-in for direct use; substantively comparable non-AI alternative	III.1(e), II.9	B3	AI-6 form, AI-6L; AI-5 A	
(3)(e)2	Additional review for VPK to grade 5	III.2	A4	AI-4 row 2; AI-5 B	
(3)(e)3	Agentic: adult supervision, complete log, staff off switch	III.3	A4, C2, D1	AI-4 row 3; AI-5 B; AI-8A	12
(3)(e)4	Supplements teacher judgment and parents' rights	III.4	C1, C3	AI-4 row 4	
(3)(e)5	Complies with s. 1000.05, F.S.	III.5	A4	AI-4 row 5	
(3)(e)6	Applies whether or not adopted as instructional material	III.6	A1, A2	Doc 3 inventory	
(3)(e)7	Accurate, transparent, viewpoint neutral, accessible, standards-aligned	III.7	A4	AI-4 rows 6-8; AI-10 A	14, 15
(3)(e)8	No undisclosed monitoring, social scoring, profiling	III.8	A4	AI-4 row 9; AI-10 B	13
(3)(e)9	Academic integrity policies	III.9	C1, C3	AI-4 row 11; Doc 7 module 5	
(3)(e)10	No AI decision without human review	III.10	C3	AI-8B; AI-4 row 10	
(3)(e)11	Teacher and administrator training	III.11	B4, E2	Doc 7; AI-7	
(3)(e)12	Effectiveness review; vendor discloses limits and studies	III.12	A3, E3	AI-4 row 12; AI-10 A	14
(3)(e)13	Public, updated list of tools and policies	III.13	A8, D4	AI-5 D	
(3)(e)14	Interaction records 30 days or more; legal hold	III.14	A6, C5	AI-4 row 13; AI-5 B	7, 8
(3)(e)15	Report all tools to FDOE	III.15	E1	AI-5 C; AI-4 row 14	10
(3)(e)16	Comply with s. 1006.1494 and Rule 6A-1.09550 (incl. PII notice)	III.16	A4, A6, A8, B1	AI-4 rows 15-16; AI-6	2, 3, 9
(3)(e)17	No selling, monetizing, profiling, training; prioritize U.S. storage	III.17	A6	AI-4 rows 17-18; AI-5 B	4, 5, 6
(3)(e)18	Disclose unexpected autonomous behavior and incidents to FDOE	III.18	D1-D4	AI-8A, AI-8C; AI-4 row 19	11
(3)(f)	No AI designed for emotional needs, companionship, anthropomorphic engagement	III.19	A5	AI-4 row 20; AI-10 B	13
(3)(a)	Internet Safety Policy adopted by Sept. 1 and approved annually	V.1	E3	Doc 3; AI-10 B; appendix	
Related law	COPPA (under 13); s. 1014.04 biometrics and recordings; ch. 119 public records	IV.3-5	III	AI-4 rows 21-22; Doc 7 module 3	16, 17

APPENDIX: WHAT YOUR EXISTING INTERNET SAFETY POLICY ALREADY COVERS

This kit is an amendment for AI instructional tools. Rule 6A-1.0957 also requires a base Internet Safety Policy, readopted by September 1 each year. Confirm each item below is in your current policy; most need no change. Where AI affects an item, the note says how.

OK	SOURCE	REQUIREMENT	AI NOTE	WHERE IN YOUR POLICY
☐	(3)(a)	Adopted by September 1 each year; covers district devices and any device, including privately owned, on district or school internet; approved annually.	The AI amendment reaches the same devices.	
☐	(3)(b); 47 C.F.R. 54.520	Review whether CIPA applies and, if so, comply, including public notice and at least one hearing or meeting on the policy.	Ask counsel whether the amendment needs a CIPA hearing (Doc 1, note 16).	
☐	(3)(c)1	Technology protection measures filter or block inappropriate material, by subject and age.	Decide how filters treat approved and unapproved AI sites.	
☐	(3)(c)2	Protect students using email, chat rooms, and other direct electronic communications.	AI chat is a form of direct electronic communication; confirm coverage.	
☐	(3)(c)3	Prevent hacking and unauthorized access; prohibit other unlawful online activity.		
☐	(3)(c)4	Prevent access to sites, apps, or software that do not protect students' personal information under Rule 6A-1.0955.	Applies to AI apps; pair with Form AI-4 rows 15-18.	
☐	(3)(c)5	No student access to social media unless expressly directed by a teacher for an educational purpose.	Covers AI chat built into social apps.	
☐	(3)(d)	Staff confirm online content is not blocked before requiring it; process to request unblocking for educational purposes.	AI sites are often filtered; route unblock requests for AI tools through the Doc 2 approval steps.	
☐	(4)(a)-(b)	No TikTok or successor platform on district devices or networks, or to communicate or promote any school, club, or team.		
☐	s. 1006.07(2)(f), F.S.	Student phones: elementary and middle students may not use a device during the school day; high school students not during instructional time unless expressly directed by a teacher solely for educational purposes.	Limits where students can use AI tools on personal phones; plan device access for opted-in students.	

No Florida statute requires AI instruction. SB 482 (2026), an "AI Bill of Rights" with parental consent for companion chatbots, passed the Senate but did not become law; do not cite it.

Sources. Rule 6A-1.0957, F.A.C., final text eff. 10/29/2026 (saved text) · 47 C.F.R. 54.520 · s. 1006.07, F.S. (2026), flsenate.gov · flsenate.gov/Session/Bill/2026/482. Checked November 16, 2026.

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Template source: The Ethics Lab, Florida AI Compliance Kit, Doc 12 (November 16, 2026). ***All clause text is a draft for counsel.*** *[COUNSEL] marks a choice. Delete this line when used.*

EXHIBIT [__] AGREEMENT NO. [____]

AI INSTRUCTIONAL TOOL CONTRACT ADDENDUM

DISTRICT: [District Name] School Board ("District")	PROVIDER: [Vendor legal name]
PRODUCT(S): [Name and version]	ATTACHES TO: [Data privacy agreement or contract, date]

This Addendum applies to any product that is an "artificial intelligence instructional tool" under Rule 6A-1.0957(2)(b), F.A.C. "Student Data" means all student personally identifiable information and education records the Provider receives or creates, including prompts, responses, and interaction logs. If this Addendum conflicts with the Agreement, the term more protective of Student Data controls.

1. **Compliance.** Provider shall comply with FERPA (20 U.S.C. 1232g; 34 C.F.R. Part 99), s. 1002.22, F.S., s. 1006.1494, F.S., Rule 6A-1.09550, F.A.C., and, where applicable, COPPA (16 C.F.R. Part 312).
2. **School official.** Provider performs an institutional service the District would otherwise use employees for, is under the District's direct control as to the use and maintenance of Student Data, and uses Student Data only to provide the service (34 C.F.R. 99.31(a)(1)(i)(B)).
3. **Minimum data; no re-disclosure.** Provider shall collect only the Student Data necessary for the service and shall not disclose or re-disclose it except as Rule 6A-1.09550(4)(b) permits.
4. **No sale, profiling, or commercial training.** Provider shall not sell, monetize, profile, or commercially exploit Student Data to train commercial AI models, consistent with Rule 6A-1.0957(3)(e)17, F.A.C. [COUNSEL: this tracks the rule. A district may choose a stricter bar, such as no training on de-identified or aggregated data; s. 1006.1494(5)(a), F.S., permits de-identified product improvement.]
5. **Subprocessors.** Provider lists in Schedule A every subprocessor that receives Student Data, including AI model providers, binds each to terms at least as protective as this Addendum, and gives [30] days' written notice before adding one.
6. **Location.** Provider and its subprocessors store and process Student Data only in the United States [or: in the locations listed in Schedule A], and shall not change locations without [30] days' written notice.
7. **Interaction records.** Provider keeps each student's interaction records for at least thirty (30) days [or: ___ days], prevents students from deleting them within that period, and exports one student's records to the District in a readable format within [5] business days of request.
8. **Legal hold.** On the District's written notice, Provider shall preserve the Student Data it names, notwithstanding any deletion schedule, until the District releases the hold in writing.
9. **Deletion.** Subject to clause 8 and the District's records retention duties, Provider shall delete Student Data at the end of the course or program and within 90 days after a student leaves the district, on the District's notice (s. 1006.1494(3)(c), F.S.), and on termination, and shall certify deletion in writing.
10. **Usage reports.** Provider shall give the District, by [date] each year and on request, frequency of use and duration of student interaction by grade level and subject area, with no per-student or per-teacher data (Rule 6A-1.0957(3)(e)15).
11. **Incidents.** Provider shall notify the District within [48] hours of discovering any security incident, unauthorized access to Student Data, or unexpected autonomous behavior of the product, with what happened, data and students affected, and actions taken, and shall cooperate with the District's disclosure to the Florida Department of Education (Rule 6A-1.0957(3)(e)18).
12. **Agentic features.** Any autonomous or agentic function keeps a complete activity log available to the District, and District staff can immediately suspend or disable it without Provider assistance. Provider documents how (Rule 6A-1.0957(3)(e)3).
13. **Design warranty.** Provider warrants that the product is not designed, marketed, or configured to meet students' social or emotional needs, simulate friendship, companionship, or an emotional relationship, or use relationship-building or anthropomorphic features to encourage continued use (Rule 6A-1.0957(3)(f)), and does not subject students to undisclosed behavior monitoring, social scoring, or psychological profiling ((3)(e)8). Provider shall give [60] days' notice before any change that could affect this warranty. Breach is grounds for immediate termination.
14. **Transparency.** Provider discloses in writing the product's known instructional limitations, the AI models it uses and their providers, and any independent evaluations of effectiveness, and gives [30] days' notice of a material model change ((3)(e)7, 12).
15. **Accessibility.** The product conforms to WCAG 2.1 Level AA; Provider supplies a current accessibility conformance report and remedies reported barriers within [__] days.
16. **Students under 13.** Provider describes in Schedule B how COPPA consent is obtained and for which disclosures, and provides its written data retention policy. [COUNSEL: whether the District may consent for parents.]
17. **Biometrics and recordings.** Provider shall not create biometric data from students or record students' voices or video unless the District confirms in writing that any consent s. 1014.04(1)(g) or (i), F.S., requires has been obtained. [COUNSEL:

exceptions.]

18. **Requests and audit.** Provider helps the District answer requests by parents and eligible students within [10] business days, provides evidence of compliance with this Addendum on request once a year, and on material breach the District may terminate and require return or deletion of Student Data.

FOR THE DISTRICT	FOR THE PROVIDER
Signature	Signature
Name and title	Name and title
Date	Date

Schedule A: subprocessors and data locations. Schedule B: COPPA consent method and retention policy. (Attach.)

Sources. Rule 6A-1.0957(3)(e)3, 7, 8, 12, 14 to 18 and (3)(f), F.A.C. · Rule 6A-1.09550(4), F.A.C. · ss. 1002.22, 1006.1494, 1014.04, F.S. (2026) · 34 C.F.R. 99.31 · 16 C.F.R. Part 312. Checked November 16, 2026.

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