

119TH CONGRESS
1ST SESSION

S. _____

To improve student privacy, parental choice, and personalized learning
innovation in education.

IN THE SENATE OF THE UNITED STATES

Mr. CASSIDY introduced the following bill; which was read twice and referred
to the Committee on _____

A BILL

To improve student privacy, parental choice, and personalized
learning innovation in education.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Learning Innovation
5 and Family Empowerment with AI Act” or the “LIFE
6 with AI Act”.

7 **SEC. 2. DEFINITIONS.**

8 In this Act:

9 (1) **ESEA TERMS.**—The terms “elementary
10 school”, “local educational agency”, “parent”, “sec-

1 ondary school”, and “State educational agency”
2 have the meanings give those terms in section 8101
3 of the Elementary and Secondary Education Act of
4 1965 (20 U.S.C. 7801).

5 (2) ARTIFICIAL INTELLIGENCE.—The term “ar-
6 tificial intelligence” has the meaning given the term
7 in section 5002 of the National Artificial Intelligence
8 Initiative Act of 2020 (15 U.S.C. 9401).

9 (3) DIRECTORY INFORMATION.—The term “di-
10 rectory information” has the meaning given the term
11 in section 444 of the General Education Provisions
12 Act (20 U.S.C. 1232g; commonly referred to as the
13 ‘Family Educational Rights and Privacy Act of
14 1974’).

15 (4) EDUCATIONAL AGENCY OR INSTITUTION.—
16 The term “educational agency or institution” has
17 the meaning given that term in section 444 of the
18 General Education Provisions Act (20 U.S.C. 1232g;
19 commonly referred to as the ‘Family Educational
20 Rights and Privacy Act of 1974’).

21 (5) EDUCATIONAL TECHNOLOGY.—The term
22 “educational technology” means physical or virtual
23 products or services that support or facilitate learn-
24 ing and improve educational performance, but does
25 not include curriculum.

1 (6) ELIGIBLE STUDENT.—The term “eligible
2 student” means a student who has attained eighteen
3 years of age, or is attending an institution of post-
4 secondary education.

5 (7) INSTANT VERIFICATION TECHNOLOGY.—
6 The term “instant verification technology” means a
7 system or software application, or a network of sys-
8 tems and software, that—

9 (A) provide real-time notifications to par-
10 ents of students or to eligible students, as appli-
11 cable, regarding activities that require the con-
12 sent of such parents or eligible students, includ-
13 ing in the use of educational technology during
14 enrollment;

15 (B) enable parents or eligible students, as
16 applicable, to provide or withhold such consent
17 in real-time in an easy-to-use interface acces-
18 sible on multiple devices, including
19 smartphones, tablets, and computers; and

20 (C) incorporate features for recording pa-
21 rental or eligible student consent or opt-outs
22 while handling student and parental data in a
23 secure and privacy-protective manner.

24 (8) PERSONALIZED LEARNING.—The term
25 “personalized learning” means an educational ap-

1 proach that tailors instruction, content, pacing, and
2 learning environments to the individual needs, abili-
3 ties, and interests of each student, usually using spe-
4 cific technology, including artificial intelligence and
5 adaptive learning systems, to provide such cus-
6 tomized educational experiences.

7 (9) SECRETARY.—The term “Secretary” means
8 the Secretary of Education, or such cabinet-level of-
9 ficial as may be designated by law to carry out the
10 functions vested in the Secretary of Education as of
11 the date of enactment of this Act.

12 **SEC. 3. IMPROVING PARENTAL NOTIFICATION AND CON-**
13 **SENT FOR EDUCATIONAL TECHNOLOGY.**

14 (a) ELIGIBLE RECIPIENT.—In this section, the term
15 “eligible recipient” means any of the following entities to
16 which the requirements of section 444 of the General Edu-
17 cation Provisions Act (20 U.S.C. 1232g; commonly re-
18 ferred to as the ‘Family Educational Rights and Privacy
19 Act of 1974’) applies:

- 20 (1) An elementary school.
21 (2) A secondary school.
22 (3) A local educational agency.

23 (b) ESTABLISHMENT OF THE SEAL OF EXCEL-
24 LENCE.—

25 (1) DESIGN OF THE SEAL.—

1 (A) IN GENERAL.—Not later than 180
2 days after the date of enactment of this Act,
3 the Secretary shall finalize the process and re-
4 quirements for the award of a certification, to
5 be known as the “Golden Seal of Excellence in
6 Student Data Privacy” (referred to in this sec-
7 tion as the “Seal”) to recognize eligible recipi-
8 ents that implement exemplary parental notifi-
9 cation systems that—

10 (i) use instant verification technology
11 for consent gathering and validation; and

12 (ii) are purchased through funds al-
13 ready available to eligible recipients.

14 (B) CONSULTATION.—The Secretary shall
15 establish the process and requirements for the
16 award of the Seal in accordance with this sec-
17 tion and in consultation with States and local
18 educational agencies, including by consulting
19 about the appropriate use of opt-outs and mini-
20 mizing instructional burdens on schools.

21 (C) PURPOSE.—The Seal shall serve as a
22 mark of distinction, indicating that the awardee
23 has met the highest standards of student data
24 privacy through proactive parental and eligible
25 student engagement and consent management.

1 (2) QUALIFICATIONS.—An eligible recipient
2 shall be qualified to receive the Seal if the eligible
3 recipient has—

4 (A) not been found guilty of a violation of
5 the requirements of section 444 of the General
6 Education Provisions Act (20 U.S.C. 1232g;
7 commonly referred to as the “Family Edu-
8 cational Rights and Privacy Act of 1974”) in
9 the previous 5 years;

10 (B) implemented and maintained an in-
11 stant verification technology system for not less
12 than 1 academic year that—

13 (i) provides parental notifications and
14 eligible student notifications, as applicable,
15 on a case-by-case basis and where appro-
16 priate, regarding the intent of the eligible
17 recipient to use specific educational tech-
18 nology in the classroom;

19 (ii) includes information about the
20 purpose of using the specified educational
21 technology, the data collection practices of
22 that educational technology, and the alter-
23 native options for students upon parental
24 or eligible student opt-out;

1 (iii) is able to collect parental and eli-
2 gible student consent, as applicable,
3 throughout the academic year; and

4 (iv) offers an accessible, user-friendly
5 mechanism for parents or eligible students,
6 as applicable, to opt-out of the release of
7 some or all of a student's directory infor-
8 mation; and

9 (C) in the event that a given consent re-
10 quest receives a majority of denials from par-
11 ents and eligible students in a given cir-
12 cumstance, a process established by the eligible
13 recipient for convening a meeting with parents
14 and eligible students to discuss their concerns
15 and reservations about the educational tech-
16 nology in question.

17 (c) AWARDING OF THE SEAL.—

18 (1) STATE LEVEL ADMINISTRATION.—

19 (A) IN GENERAL.—A State educational
20 agency may elect to participate in the program
21 under this section and award the Seal to quali-
22 fied eligible recipients in accordance with para-
23 graph (2).

24 (B) PROCESS.—State educational agencies
25 that participate in the program under this sec-

tion (referred to in this section as “participating State educational agencies”) shall establish and use the process described in paragraph (2), by which eligible recipients may apply, including by submitting documentation demonstrating compliance with the qualification criteria under subsection (b)(2).

(2) APPLICATION AND REVIEW PROCESS.—

(A) APPLICATION.—Eligible recipients seeking the Seal shall submit an application to the participating State educational agency of their respective State, including—

(i) a description of the instant verification technology system implemented;

(ii) evidence of parental and eligible student engagement and consent collection practices, such as sample notifications, consent forms, and appropriate opt-out mechanisms; and

(iii) any additional information as may be required by the participating State educational agency to assess compliance with the qualification criteria under subsection (b)(2).

1 (B) AWARDS.—Each participating State
2 educational agency shall review each application
3 on a rolling basis and award the Seal to eligible
4 recipients that meet or exceed such qualification
5 criteria.

6 (3) EXPIRATION.—The Seal shall expire after 5
7 years, unless a recipient submits and meets or sur-
8 passes the qualifications described under subsection
9 (b)(2) again in the 5th year of holding the Seal, at
10 which point the Seal remains valid for another 5
11 years.

12 (4) RECOGNITION AND REPORTING.—

13 (A) RECORD.—Each participating State
14 educational agency shall maintain a public
15 record of all eligible recipients in the State that
16 have been awarded the Seal.

17 (B) REPORT.—Each participating State
18 educational agency shall submit an annual re-
19 port by the end of the State educational agen-
20 cy's fiscal year to the Secretary providing the
21 number of eligible recipients that have received
22 the Seal during the preceding fiscal year.

23 (d) IMPLEMENTATION TIMELINE.—Each State edu-
24 cational agency that desires to participate in the program
25 under this section shall establish the application process

1 and begin receiving applications for awarding the Seal not
2 later than 12 months after the Secretary finalizes the
3 process and requirements for the Seal.

4 **SEC. 4. DIRECTORY INFORMATION OPT-OUT SIMPLIFICA-**
5 **TION.**

6 (a) IN GENERAL.—Section 444(a)(5) of the General
7 Education Provisions Act (20 U.S.C. 1232g(a)(5); com-
8 monly referred to as the ‘Family Educational Rights and
9 Privacy Act of 1974’) is amended by striking subpara-
10 graph (B) and inserting the following:

11 “(B) No funds shall be made available
12 under any applicable program to any edu-
13 cational agency or institution that makes public
14 directory information or allows access to direc-
15 tory information, unless such agency or institu-
16 tion meets each of the following requirements:

17 “(i) Provides legible, accessible public
18 notice, including notice online on the agen-
19 cy or institution’s website, of—

20 “(I) the categories of information
21 that it has designated as directory in-
22 formation with respect to each stu-
23 dent attending the institution or agen-
24 cy;

1 “(II) the rights of parents to opt-
2 out of allowing the release of some or
3 all of the student’s directory informa-
4 tion; and

5 “(III) the form necessary for
6 such opt-out, which shall be easily leg-
7 ible and not take longer than 5 min-
8 utes for the average adult to complete.

9 “(ii) Allow a reasonable period after
10 such notice has been given for a parent to
11 complete the form described in clause
12 (i)(III).

13 “(iii) Ensure that the opt-out form
14 described in clause (i)(III) shall be acces-
15 sible year-round and available on multiple
16 digital devices, including mobile phones.”.

17 (b) EFFECTIVE DATE.—The amendment made by
18 subsection (a) shall take effect 1 year after the date of
19 enactment of this Act.

20 **SEC. 5. RESTRICTING USE OF FACIAL RECOGNITION AND**
21 **STUDENT PHOTO DATA IN SCHOOLS.**

22 (a) PROHIBITION ON USE OF STUDENT PHOTO-
23 GRAPHS FOR FACIAL RECOGNITION AI.—Section 444 of
24 the General Education Provisions Act (20 U.S.C. 1232g;
25 commonly referred to as the “Family Educational Rights

1 and Privacy Act of 1974”) is amended by adding at the
2 end the following:

3 “(k) FACIAL RECOGNITION TECHNOLOGY.—No
4 funds shall be made available under any applicable pro-
5 gram to any educational agency or institution unless such
6 agency or institution prohibits—

7 “(1) the use of student photographs for train-
8 ing facial recognition systems, including those using
9 artificial intelligence, without prior parental consent;
10 and

11 “(2) doing business with a company that offers
12 yearbook production services and uses facial recogni-
13 tion technology in the provision of such services, un-
14 less that company discloses such use and obtains pa-
15 rental consent for the use of facial recognition tech-
16 nology.

17 “(l) YEARBOOK PRODUCTION.—No funds shall be
18 made available under any applicable program to any edu-
19 cational agency or institution unless such agency or insti-
20 tution prohibits doing business with a company that offers
21 yearbook production services that sells data collected dur-
22 ing the creation or processing of a yearbook.”.

23 (b) EFFECTIVE DATE.—The amendment made by
24 subsection (a) shall take effect 1 year after the date of
25 enactment of this Act.

1 **SEC. 6. REDEFINING AN EDUCATION RECORD UNDER**
2 **FERPA.**

3 (a) EDUCATION RECORDS.—Paragraph (4) of section
4 444(a) of the General Education Provisions Act (20
5 U.S.C. 1232g(a)(4)(A); commonly referred to as the
6 “Family Educational Rights and Privacy Act of 1974”) is amended to read as follows:

8 “(4)(A) For purposes of this section, the term
9 ‘education records’ means, except as may be pro-
10 vided otherwise in subparagraph (B), any data or
11 materials which—

12 “(i) contain information related to a stu-
13 dent, including data related to academic per-
14 formance, attendance, health, and discipline;
15 and

16 “(ii) are maintained by an educational
17 agency or institution or by an entity acting for
18 or in coordination with such agency or institu-
19 tion.”.

20 (b) EFFECTIVE DATE.—The amendment made by
21 subsection (a) shall take effect 1 year after the date of
22 enactment of this Act.

23 **SEC. 7. CONTRACTS WITH THIRD PARTIES REGARDING**
24 **EDUCATIONAL TECHNOLOGY.**

25 (a) FERPA REQUIREMENTS FOR THIRD PARTY
26 CONTRACTS.—Section 444 of the General Education Pro-

visions Act (20 U.S.C. 1232g; commonly referred to as the ‘Family Educational Rights and Privacy Act of 1974’) as amended by sections 4, 5, and 6, is further amended by adding at the end the following:

“(m) CONTRACTS WITH THIRD PARTIES REGARDING EDUCATIONAL TECHNOLOGY.—

“(1) COVERED CONTRACTS.—In this subsection, the term ‘covered contract’ means the privacy policy of any contract or agreement—

“(A) between an educational agency or institution and a third party; and

“(B) that pertains to educational technology (as defined in section 2 of the Learning Innovation and Family Empowerment with AI Act) that involves education records, or personally identifiable information contained therein, including directory information.

“(2) REQUIREMENTS FOR CONTRACTS.—No funds shall be made available under any applicable program to any educational agency or institution unless such agency or institution—

“(A) makes publicly available, for a period of not less than 2 weeks prior to execution, each covered contract that the agency or institution is considering executing;

1 “(B) as part of each covered contract, re-
2 quires the third party to certify that the third
3 party will ensure student data privacy and com-
4 ply with all applicable privacy laws regarding
5 student data, including the consent require-
6 ments that apply to education records; and

7 “(C) as part of each covered contract, re-
8 quires the third party to agree that the third
9 party—

10 “(i) may be reported to the Secretary
11 if an educational agency or institution, or
12 a student, alleges that the third party is
13 not in compliance with the requirements
14 described in subparagraph (B);

15 “(ii) may be investigated by the Sec-
16 retary to ascertain the veracity of such
17 claim by an educational agency or institu-
18 tion or student; and

19 “(iii) if the Secretary determines,
20 after such an investigation, that such third
21 party is not in compliance with the re-
22 quirements described in subparagraph (B),
23 will be included on a publicly available list
24 created by the Secretary of third parties
25 that are not in compliance with such re-

1 quirements for a period of 5 years after
2 the determination by the Secretary, as de-
3 scribed in section 7(c) of the Learning In-
4 novation and Family Empowerment with
5 AI Act.

6 “(3) RULE OF CONSTRUCTION.—Nothing in
7 this subsection shall be construed to require that
8 trade secrets or proprietary information of third par-
9 ties be made public.”.

10 (b) MODEL PRIVACY POLICIES.—

11 (1) IN GENERAL.—The Secretary shall create a
12 model student data privacy agreement for use by an
13 educational agency or institution as part of a cov-
14 ered contract (as defined in section 444(m) of the
15 General Education Provisions Act (20 U.S.C.
16 1232g(m); commonly referred to as the ‘Family
17 Educational Rights and Privacy Act of 1974’), as
18 added by subsection (a). The model shall promote
19 clarity and consistency in student data privacy pro-
20 tections as part of covered contracts.

21 (2) DEVELOPMENT OF MODEL FORM.—The
22 Secretary and the Privacy Technical Assistance Cen-
23 ter described in section 8 shall partner with edu-
24 cational agencies and institutions, education tech-
25 nology companies, parents, and relevant third par-

1 ties to develop such a model agreement and may
2 consider the Student Data Privacy Consortium’s
3 “National Data Privacy Agreement” in developing
4 such model.

5 (c) PUBLIC ONLINE RESOURCE FOR PRIVACY VIOLA-
6 TIONS.—

7 (1) CREATION OF PUBLIC ONLINE RE-
8 SOURCE.—Not later than 2 years after the date of
9 enactment of this Act, the Secretary shall develop
10 and maintain a publicly accessible, machine-readable
11 online resource listing third parties that—

12 (A) have executed a covered contract (as
13 defined in subsection (m) of section 444 of the
14 General Education Provisions Act (20 U.S.C.
15 1232g(m); commonly referred to as the ‘Family
16 Educational Rights and Privacy Act of 1974’),
17 as added by subsection (a); and

18 (B) the Secretary has determined, in ac-
19 cordance with paragraph (2)(C) of such sub-
20 section, are in violation of the requirements de-
21 scribed in paragraph (2)(B) of such subsection,
22 regarding student data privacy in covered con-
23 tracts.

24 (2) APPEAL.—

1 (A) IN GENERAL.—The Secretary shall es-
2 tablish a process whereby third parties that are
3 included in the list described in paragraph (1)
4 may appeal such listing.

5 (B) DEADLINE FOR DETERMINATION.—
6 The Secretary shall issue a determination about
7 an appeal not later than 6 months after an ap-
8 peal has been submitted to the Secretary.

9 (C) LIMITATION ON ADDITIONAL AP-
10 PEALS.—After a determination of an appeal
11 under subparagraph (B), a third party shall not
12 have another opportunity to appeal a deter-
13 mination under this subsection, unless there
14 was a change in a Presidential administration
15 between the date on which the third party sub-
16 mitted the initial request to appeal under this
17 paragraph and the date on which such appeal
18 determination under subparagraph (B) was
19 made.

20 (3) PERIOD OF TIME.—

21 (A) IN GENERAL.—Subject to paragraph
22 (2), a third party shall remain on the list de-
23 scribed in paragraph (1) for a period of 5 years
24 after the date on which the third party was

1 placed on that list, unless the violation is reme-
2 diated in accordance with subparagraph (B).

3 (B) REMEDIATION.—A third party shall be
4 removed from the list described in paragraph
5 (1) when the Secretary determines that the
6 third party is no longer in violation of the re-
7 quirements of subsection (m) of section 444 of
8 the General Education Provisions Act (20
9 U.S.C. 1232g(m), commonly referred to as the
10 “Family Educational Rights and Privacy Act of
11 1974”), as added by section 7. The third party
12 shall be removed from the list not later than 1
13 week after the date of such a determination.

14 (d) EFFECTIVE DATE.—The amendment made by
15 subsection (a) shall take effect 1 year after the date of
16 enactment of this Act.

17 **SEC. 8. SUPPORT FOR REVIEWING EDUCATIONAL TECH-**
18 **NOLOGY.**

19 (a) PRIVACY TECHNICAL ASSISTANCE CENTER.—

20 (1) CENTER ESTABLISHED.—Not later than 6
21 months after the date of enactment of this Act, the
22 Secretary shall establish and maintain a privacy
23 technical assistance center (referred to in this sec-
24 tion as the “Center”), to build the capacity of edu-
25 cational agencies and institutions, State educational

1 agencies, and other entities, including education
2 technology providers, to protect the privacy of stu-
3 dents, families, educators, and other school profes-
4 sionals.

5 (2) COVERED REQUIREMENTS.—The Center
6 shall help such agencies, institutions, and other enti-
7 ties understand and satisfy their responsibilities
8 under Federal privacy laws, including section 444 of
9 the General Education Provisions Act (20 U.S.C.
10 1232g, commonly referred to as the “Family Edu-
11 cational Rights and Privacy Act of 1974”) and sec-
12 tion 445 of such Act (20 U.S.C. 1232h; commonly
13 referred to as the “Protection of Pupil Rights
14 Amendment”), and other Federal privacy laws appli-
15 cable to education records and other confidential
16 data, which are collectively referred to in this section
17 as “covered requirements”.

18 (b) SAFE HARBOR PROVISION.—

19 (1) IN GENERAL.—In carrying out the purpose
20 described in subsection (a), the Center may approve
21 1 or more voluntary safe-harbor programs that meet
22 the criteria described in paragraph (2) (referred to
23 in this section as an “approved program”) that are
24 operated by an independent organization. Such ap-
25 proved programs may provide safe harbor benefits

1 described in paragraph (4) for providers of edu-
2 cational technology that elect to participate in an ap-
3 proved program for the purpose of ensuring compli-
4 ance with this Act and the covered requirements.

5 (2) CRITERIA FOR APPROVAL.—To be an ap-
6 proved program, an organization shall—

7 (A) provide standards and controls that
8 are at least as protective of student privacy, pa-
9 rental rights, and data security as the covered
10 requirements;

11 (B) include mechanisms for initial certifi-
12 cation, ongoing monitoring, and periodic inde-
13 pendent assessments of participants;

14 (C) require timely consumer- and school-
15 facing remedies, including clear notice, acces-
16 sible consent and opt-out pathways, and data
17 minimization, retention, and security practices;

18 (D) establish a process to receive, inves-
19 tigate, and resolve complaints from parents, eli-
20 gible students, schools, and State educational
21 agencies; and

22 (E) provide for meaningful disciplinary
23 measures, including suspension or termination
24 from the approved program, for material non-
25 compliance.

1 (3) APPLICATION AND APPROVAL.—

2 (A) IN GENERAL.—An operator of a pro-
3 spective approved program shall submit to the
4 Center an application describing how the pro-
5 gram satisfies the requirements described in
6 paragraph (2).

7 (B) TIME FOR APPROVAL.—The Center
8 shall approve or deny an such an application
9 not later than 180 days after receipt of the ap-
10 plication.

11 (C) PUBLICATION OF CRITERIA AND DECI-
12 SIONS.—The Center shall publish approval cri-
13 teria and approval decisions relating to ap-
14 proved programs and prospective approved pro-
15 grams on a public website.

16 (D) CONDITIONS.—The Center may condi-
17 tion approval of a prospective approved pro-
18 gram on modifications necessary to establish
19 that participating providers of educational tech-
20 nology ensure parity with, or greater protection
21 than, the covered requirements.

22 (4) EFFECT OF SAFE HARBOR.—Subject to
23 paragraph (6), a provider of educational technology
24 that is a participant in good standing in an ap-
25 proved program and in material compliance with

1 that program’s requirements shall be presumed to
2 satisfy the covered requirements with respect to the
3 practices subject to that approved program, unless
4 the Center determines, after notice and an oppor-
5 tunity to respond, that the approved program or
6 participating provider of educational technology is
7 materially deficient.

8 (5) MAINTENANCE OF APPROVED PROGRAMS.—

9 The Center may revoke or suspend an approved pro-
10 gram’s approval upon a finding, after notice and op-
11 portunity to respond, that the program no longer
12 satisfies the requirements of paragraph (2). Revoca-
13 tion or suspension shall be prospective and shall in-
14 clude reasonable wind-down provisions for partici-
15 pants. The Center shall provide written notice to the
16 approved program not less than 30 days before re-
17 voking or suspending an approved program.

18 (6) NO LIMITATION ON ENFORCEMENT.—Par-

19 ticipation by a provider of educational technology in
20 an approved program shall not preclude the Sec-
21 retary from enforcing this Act or the covered re-
22 quirements. Participation and material compliance
23 with an approved program shall be an affirmative
24 defense to alleged violations of the covered require-

1 ments with respect to the practices subject to that
2 approved program.

3 (7) RULE OF CONSTRUCTION.—Nothing in this
4 subsection shall be construed to create a private
5 right of action.

6 **SEC. 9. SUPPORTING AI INTEGRATION IN K-12 CLASS-**
7 **ROOMS.**

8 (a) TECHNOLOGY TRAINING RESOURCES.—The Sec-
9 retary, in coordination with the Institute of Education
10 Sciences, shall develop resources and training guides for
11 elementary school and secondary school teachers on inte-
12 grating artificial intelligence technologies into instruction,
13 including methods of use that protect student data pri-
14 vacy.

15 (b) ESEA AMENDMENT.—Clause (i) of section
16 2103(b)(3)(E) of the Elementary and Secondary Edu-
17 cation Act of 1965 (20 U.S.C. 6613 (b)(3)(E)) is amended
18 to read as follows:

19 “(i) effectively integrate existing and
20 emerging technology into curricula and in-
21 struction (including education about how
22 to use artificial intelligence to enhance per-
23 sonalized learning, in addition to the
24 harms of copyright piracy and improper
25 student use of artificial intelligence);”.

1 **SEC. 10. IMPROVING PERSONALIZED LEARNING.**

2 (a) AI IN EDUCATION PRIORITY.—Not later than
3 180 days after the date of enactment of this Act, in car-
4 rying out the activities of the Small Business Innovation
5 Research Program (as defined in section 9(e) of the Small
6 Business Act (15 U.S.C. 6389(e))), referred to in this sec-
7 tion as the “SBIR program”, the Secretary shall prioritize
8 educational artificial intelligence research and develop-
9 ment to foster innovation in personalized learning tech-
10 nologies, in accordance with subsection (b).

11 (b) CRITERIA FOR PRIORITIZATION.—Not later than
12 180 days after the date of enactment of this Act, in award-
13 ing grants, contracts, or cooperative agreements under the
14 SBIR program, the Secretary shall give priority to pro-
15 posals that—

16 (1) seek to incorporate artificial intelligence
17 into education without reducing or inhibiting stu-
18 dents’ critical thinking skills; and

19 (2) meet 2 or more of the following criteria:

20 (A) Projects that demonstrate the potential
21 to significantly enhance personalized learning
22 experiences by adapting to individual student
23 needs, improving student achievement, and ad-
24 dressing learning gaps.

1 (B) Projects that aim to make artificial in-
2 telligence technologies accessible to all students,
3 including students with special education needs.

4 (C) Projects that incorporate cutting-edge
5 computational techniques to create innovative
6 tutoring solutions.

7 (D) Projects that demonstrate a clear
8 strategy for integrating artificial intelligence
9 into classroom settings for efficiency and per-
10 sonalized learning, including training resources
11 for teachers and administrators and compat-
12 ibility with existing educational tools and cur-
13 ricula.