REAL Journey Academies

Artificial Intelligence (AI) Policy
Charter-Wide Guidelines for Responsible and Ethical Use

Applies to All Students, Staff, Vendors, and Partners
Serving Grades TK–12

Executive Summary

REAL Journey Academies (RJA) is committed to harnessing the benefits of artificial intelligence (AI) in education while safeguarding student privacy, safety, and academic integrity. This comprehensive AI Policy outlines RJA's vision, guiding principles, and rules for the ethical and educational use of AI by students, staff, and all stakeholders. It establishes clear procedures for vetting and approving AI tools, protocols to protect data and student information, and requirements for parent notification and consent in compliance with the RJA's Educational Records and Student Information Policy pursuant to the Family Educational Rights and Privacy Act (FERPA), California Education Code 49073.1, and all other applicable student privacy laws.

Key components of the policy include guidelines for responsible use of AI in classrooms, prohibitions on misuse (such as cheating or sharing personal data with AI), consequences for violations, and ongoing monitoring and training to ensure AI is used safely and effectively.

An **Implementation Checklist** is provided to assist school leaders in putting the policy into practice, and an **FAQ** section addresses common questions from the community. Finally, the policy includes all necessary **forms** (in English and Spanish) – including a Parent Consent Form, Student AI Usage Agreement, Staff Acknowledgment Form, and a Vendor/Data Processor Agreement Summary – to ensure all stakeholders understand and agree to their responsibilities.

Table of Contents

Vision and Guiding Principles

Vision: RJA envisions a learning environment where artificial intelligence serves as a positive force multiplier for teaching and learning. AI will be used thoughtfully to enhance educational outcomes, personalize learning experiences, and streamline school operations, all while upholding our core values of equity, integrity, safety, and privacy. We recognize that AI's potential comes with responsibilities – to use it ethically, to mitigate its risks, and to ensure that human educators and learners remain at the center of all decisions. AI will never replace the personal connection between educators and students; instead, it will **augment** our educators' efforts and empower students to achieve their educational goals.

Guiding Principles: RJA has established the following principles to guide all AI use in our schools:

1. **Educational Benefit and Equity –** We use AI to help *all* students achieve their educational goals. Any AI adoption must serve clear pedagogical or operational purposes that improve student learning, teacher effectiveness, and/or school efficiency. We strive to make AI resources accessible to every student, actively working to bridge the digital divide so no group is left behind. All AI tools will be evaluated for potential bias or inequitable impacts to ensure they serve our diverse student body fairly.

2. **Compliance and Safety –** AI use will **align with all existing laws, regulations, and policies** on student privacy, digital safety, data security, and accessibility. RJA will not share students' personally identifiable information (PII) with consumer or public AI systems unless proper consent and contracts are in place. We will thoroughly vet and approve AI technologies to address any compliance gaps before use. All AI tools must have appropriate content filters and security measures to protect against harmful content and unauthorized access.

3. **AI Literacy and Training –** We educate our staff and students about AI to promote **AI literacy** across our school community. RJA will support teachers in adapting instruction as AI tools become available and will include AI ethics and critical thinking about AI outputs in student curricula.

4. **Human Oversight and Accountability –** Use of AI will *augment*, not replace, human judgment. Teachers and staff remain responsible for instructional decisions and must act as critical evaluators of AI-provided suggestions or content. Students will be taught to use AI as a tool, not an author of their work – preserving honesty, trust, and accountability. All significant decisions affecting students (e.g. grading, disciplinary actions, or support services) will be made or reviewed by qualified personnel, not solely by AI systems. Humans retain agency and accountability for outcomes; AI is advisory.

5. **Academic Integrity –** RJA is committed to upholding honesty, trust, and fairness in academic work, even as AI tools become available. Students must complete their own assignments and **credit any AI-based assistance** as they would cite any source. Any use of AI for schoolwork must be transparent and authorized by the teacher. Plagiarism, cheating, or misrepresentation using AI is prohibited and will carry consequences equivalent to other forms of academic dishonesty. Please refer to the Academic Integrity Policy for more information, located on our website and in the main office.

6. **Responsible Innovation –** We encourage exploration of AI's opportunities while vigilantly managing its risks. RJA will pilot new AI tools in controlled settings, assess their benefits and risks, and only expand their use after ensuring they meet our safety and privacy standards.

7. **Continuous Monitoring and Improvement –** Understanding that AI technology and its impacts are rapidly evolving, RJA commits to regularly reviewing and updating our AI practices.

Definitions

To promote clarity in this policy, the following terms are defined:

- **Artificial Intelligence (AI):** A broad term for computer systems or algorithms that perform tasks traditionally requiring human intelligence. AI systems can learn from data, identify patterns, make decisions, and improve over time without explicit programming for every scenario. Examples include systems for language understanding, problem-solving, visual perception, and prediction.

- **Generative AI:** A category of AI that can produce new content (text, images, music, etc.) in response to prompts. Generative AI tools – such as ChatGPT, DALL·E, Midjourney, Google Bard, and similar – create original outputs based on patterns and knowledge gained from vast training data. For example, a generative AI can write an essay, create a picture, or answer a question. While they are powerful, generative AI models may sometimes produce incorrect or biased information.

- **Personally Identifiable Information (PII):** Any information about an individual that can identify them, either directly or when combined with other data. PII includes, but is not limited to: full name, address, email address, telephone number, social security number, student ID numbers, login credentials, photos of the individual, and any unique identifiers or personal characteristics. For students, PII also includes education records (grades, evaluations, student work, etc.) that are linked to their identity. *Sensitive personal information* (a subset of PII) may include health records, disability status, race/ethnicity, or other protected data. In the context of AI use, PII **must not** be shared with external AI tools unless explicitly authorized under this policy and applicable law.

- **Student Records:** Any records directly related to a student and maintained by the school or a party acting for the school. This includes academic records, enrollment information, discipline records, health records, special education documents, and other records that contain PII and are maintained by RJA in the process of providing education. Student records are protected under FERPA and California law, and any disclosure or use of student record information (including through AI tools) must comply with those laws. *Note:* Under California Education Code §49073.1 (AB 1584), when RJA contracts with a third-party to provide digital services that involve student records, those records **remain the property and control of RJA** (see Vendor Agreement section for details).

- **Educational Purpose:** Activities that support teaching, learning, or school operations as authorized by RJA.

- **Open vs. Closed AI Environments:** An **open AI tool** refers to a publicly available AI service or platform (often cloud-based) where user inputs may be stored or used to further train or refine the AI's algorithms (e.g., a free online chatbot or image generator). A **closed AI system** is one where the AI runs in a controlled environment (locally on RJA systems or in a contracted setting) such that student data is contained and not used to train broad public models.

- **Stakeholders:** All individuals and entities involved in the RJA educational community. This includes students, parents/guardians, teachers, instructional aides, school administrators, support staff, volunteers, board members, charter management organization staff, vendors, and third-party service providers.

- **AI Tool / AI System:** Any software, application, platform, or service that uses artificial intelligence (including machine learning algorithms) to perform functions such as generating content, analyzing data, making recommendations, automating tasks, or interacting with users. This term covers a wide range of tools from intelligent tutoring systems and educational software with AI features, to standalone generative AI websites or administrative AI analytics tools. If a technology uses AI techniques (even if not obvious to the user), it is considered an "AI tool" under this policy.

Other technical terms (e.g., "machine learning," "algorithm," "training data," etc.) may appear in training materials accompanying this policy. RJA will provide age-appropriate explanations to students and appropriate training to staff so that these concepts are understood in context.

Scope

This AI Policy applies to **all RJA stakeholders** who develop, use, or interact with AI technologies in the context of RJA's educational programs or operations. It covers **all AI systems** used on RJA property or in RJA instructional programs, whether provided by the school or accessed via the internet, and whether used for classroom instruction, student assignments, school administration, or any other official school business. The policy's provisions extend to AI tools used in any RJA activity, including extra-curricular programs and after-school activities sponsored by RJA.

Relationship to Other Policies: This AI Policy complements and incorporates existing RJA policies on technology use, internet safety, data privacy, cybersecurity, academic integrity, and student conduct. It does not replace those policies. For any situations not explicitly addressed herein, refer to RJA's Acceptable Use Policy (AUP), Student Handbook, Employee Handbook, and data privacy policies. In cases of conflict, the most restrictive policy or applicable law will govern. RJA will update cross-references in other policies (e.g., adding AI-specific language to the Acceptable Use Policy) to ensure alignment with this document.

Guidelines for Ethical and Educational Use of AI

Use of AI by Students

The following guidelines apply to student use of AI in any RJA-related context:

- **Teacher-Directed Use:** Students may use AI tools for classwork *only when* and *how* their teacher has authorized. Teachers will clearly communicate in each assignment whether AI use is allowed and, if so, the extent or manner of permitted use. If AI is not mentioned in instructions, students should assume it is **not allowed** for that work. Any use of AI that is against a teacher's directions or without permission is considered misuse.

- **Citing AI Contributions:** If a student uses an AI tool to help with an assignment (for example, using a chatbot to generate ideas or get feedback on a draft), the student **must disclose and document that assistance**. In written work, any AI-generated content included (whether verbatim or paraphrased) should be cited as coming from an AI tool, similar to citing a source. Students may, for instance, write, "ChatGPT assisted in outlining this essay." Under no circumstances should AI-generated text or work be submitted **as if it were the student's own original work**. Failing to properly attribute AI assistance or attempting to pass off AI outputs as one's own is considered academic dishonesty.

- **Accuracy and Double-Checking:** Students should not rely on AI tools as authoritative fact-checkers or the sole source of truth for their assignments. AI-generated information can be outdated or incorrect. Students are responsible for verifying any facts or content obtained from AI with trusted sources (textbooks, library databases, teacher guidance). If in doubt about the accuracy of AI-provided information, students should consult a teacher or do additional research. Learning to critically evaluate AI outputs is part of developing digital literacy.

- **Prohibited Content and Uses:** Students are strictly prohibited from using AI systems to generate or access content that is inappropriate, harmful, or violates RJA's conduct policies. This includes (but is not limited to) content that is violent or graphic, sexually explicit or pornographic, hateful, harassing or discriminatory, or promotes illegal acts. Students must not use AI to **bypass school content filters** or attempt to get the AI to produce inappropriate material. Likewise, using an AI tool in a manner that could bully, threaten, or demean others is forbidden. Any AI usage should uphold the same standards of respect and safety that apply to in-person behavior at school.

- **Privacy and Personal Data:** When interacting with any AI tool (especially those on the internet), students **must not share personal or private information** about themselves or others. *This is critical for safety and privacy.* Students should never input full names, addresses, phone numbers, photos of individuals, or any PII into an AI prompt or conversation. They also should not describe real individuals in a way that the AI could reveal their identity. For example, a student should not ask an AI to write a story about "a 7th grader named [Full Name] who lives at [Street Address]" or upload a classmate's photo to an AI image generator. These rules protect student privacy and comply with the California Constitution laws like COPPA and FERPA by minimizing the exposure of personal data.

- **Security Settings:** Students shall not attempt to change or disable any safety or privacy settings on school-provided AI tools. Many approved AI educational platforms have built-in restrictions (for example, filters against profanity or disallowed questions, and settings that prevent the AI from saving personal data). Students must not circumvent these protections. If a certain AI tool offers a user-controlled privacy option (such as toggling data sharing on/off), students should only adjust such settings if directed by a teacher or IT staff member.

- **Supervised Use Only:** Students are **not permitted to use AI tools for academic work without supervision or approval** from a staff member. For instance, a student shouldn't independently use a generative AI app to do homework unless the teacher has incorporated that tool into the assignment. The school's intent is to introduce AI in guided ways so students learn to use it responsibly. "On your own" use of AI at school (e.g., during class or on school devices) is not allowed unless a teacher has given explicit permission. Outside of school, if students experiment with AI, they are still expected to uphold RJA's standards of conduct. *Unpermitted use of AI* (such as secretly using AI during a test or for a no-AI assignment) may be treated as **academic misconduct or cheating**, with consequences as outlined in the student code of conduct.

Consequences for Students: Failure to follow the above student AI guidelines will result in appropriate disciplinary action. Students and parents should understand that RJA takes misuse of technology seriously, and the same standards apply to AI use as to any other behavior at school. Inappropriate use of AI that violates the law (for instance, generating threats or harassment) could result in legal reporting or action as well.

Use of AI by Staff

Staff must model ethical use and sound judgment when using AI. The following rules govern how RJA employees (including teachers, administrators, and support staff) may use AI in the course of their duties:

- **Approved Tools & Vetting:** Staff must ensure that any AI platform or tool they plan to use with students (or for handling student data) has been **vetted and approved** by RJA through the procedures outlined in the next section. Before introducing an AI tool into the classroom or using it to process student information, employees should confirm the tool is on RJA's approved list *or* submit it for evaluation. This includes free online AI services – just because a tool is popular or useful does not mean it is cleared for use. If unsure, staff should check with the RJA IT department or administration. Using unapproved AI tools that could put student data at risk is prohibited.

- **Evaluation Criteria for AI Tools:** RJA has set evaluation criteria to determine if an AI tool is safe and suitable (see "Procedures for Evaluating AI Tools" below for full process).

- **Transparency with Students:** Teachers should clearly communicate their expectations around AI for each assignment or activity. If AI use is permitted, teachers must instruct students on how to use it appropriately and how to document that use. If AI is not permitted for an assignment, that should be stated to prevent confusion.

- **Active Monitoring of Students:** Any time students are engaging with AI tools (especially online generative AI), staff must actively monitor and guide the activity. This means circulating in the classroom to observe screen content, reviewing AI outputs that students plan to use, and being available to address issues or questions. Staff should look out for signs of misuseand intervene immediately. Monitoring also includes encouraging critical thinking – e.g., asking students "How do you know that answer the AI gave is correct?" Staff may set parameters like time limits for AI use or require interim check-ins (such as approving an AI-generated outline before a student proceeds with writing). The goal is to keep AI usage purposeful and to catch any problems early.

- **No PII or Confidential Data in Open AI:** Employees must not share **confidential information or PII** about students with any AI tool that is not fully within RJA's control. This includes entering student names or details into a public AI chatbot to get help with a task, or uploading student assignments or photos into an AI service to analyze them. Even for internal AI systems, only authorized data should be used. *Examples:* A teacher should not paste a class list with student names and grades into an online AI to "generate comments for report cards," as that would expose student records to an external system – a serious privacy violation. Similarly, staff should not use AI to write an email or report that contains sensitive student or personnel information unless the AI tool is explicitly approved for that purpose. When in doubt, treat any data input to an AI like posting on the internet – if it's not acceptable to make it public, do not input it without proper safeguards.

- **Professional Use and Conduct:** Staff use of AI should remain professional and aligned with their work duties. AI can be a useful productivity aid (e.g., helping brainstorm lesson ideas, translate a document, or draft a letter to parents), but employees should critically review all AI-generated material before using it in their work. Employees remain responsible for the content they present or communications they send. For instance, if AI helps draft a parent newsletter, the staff member must edit and verify it to ensure accuracy, appropriateness, and alignment with RJA's voice. Staff should not rely on AI for any task where they lack understanding of the result – e.g., using AI to perform analysis on student data without verifying the method and outcome. Furthermore, all existing staff policies apply to their use of AI. Using AI in a way that would violate any other policy is strictly prohibited.

Consequences for Staff: Staff members are expected to follow this policy and exercise good judgment. Failure to comply with these guidelines may result in disciplinary action, consistent with employee contracts and RJA's personnel policies.

Use of AI by Volunteers and Other Stakeholders

All provisions of this policy extend to non-employees such as volunteers, mentors, external tutors, and board members when they are engaged in RJA activities. These individuals must adhere to the same rules regarding privacy, appropriate content, and tool approval. For example, a volunteer working with students cannot introduce an AI app to those students without staff approval and must not allow students to use AI in ways that conflict with the student guidelines above. Failure of a volunteer or other external stakeholder to follow the policy may result in termination of their participation in RJA programs and/or other appropriate action.

Use of AI by Vendors/Third-Party Providers

Third-party providers (e.g., edtech vendors, contractors, or partners) who offer AI-based tools or services to RJA or its students are required to comply with all aspects of this policy that apply to them. Contracted providers must sign the Vendor/Data Processor Agreement (see Forms section) affirming that they will handle student data in compliance with FERPA, California law, and the terms of their contract (including California Ed Code §49073.1 requirements for student records). Vendors should never collect, use, or expose student information beyond what is needed for the service we agreed upon. If a vendor's AI tool interacts directly with students, the vendor must ensure that the content is moderated for appropriateness and that no prohibited content (e.g., adult material or hate speech) can be provided to students. Vendors must also provide clear notice to RJA about any AI features in their products and any significant changes to how their AI operates or uses data. RJA reserves the right to audit or review vendor practices to confirm compliance. A vendor's failure to adhere to privacy and safety commitments may result in contract termination and potential legal action.

Procedures for Evaluating and Approving AI Tools

Before any AI tool is adopted for use in RJA classrooms or operations, it must undergo a review process to ensure it meets our educational needs and complies with privacy and safety standards. This procedure applies to **new tools** as well as major updates to existing software that introduce AI features.

1. Initial Proposal: A staff member or department identifies an AI tool that could be useful (for example, a teacher finds a new AI tutoring app, or the HR office wants to use an AI scheduling assistant). They submit a proposal to the RJA Technology Department or designated AI Review Committee. The proposal should include the tool name, purpose, intended user base (students of what ages, or staff), and a brief description of how it would be used for educational or operational benefit.

2. Preliminary Screening: The tech department/AI Committee performs a preliminary check of the tool's background. This includes reading the provider's **Terms of Service and Privacy Policy** to flag any immediate concerns (such as age restrictions, data sharing practices, or prohibited use clauses). This step may also include a quick search for any known issues (e.g. news of data breaches or problematic content with that tool).

3. Data Privacy Evaluation: For any tool that will handle student data or interactions, RJA's Data Protection Officer (or equivalent role) will evaluate it against our **Student Data Privacy criteria**. Key points include:

- **Data Ownership & Control:** Does the vendor agree that student data remains property of RJA and will be deleted upon request or contract end? (Required by CA law)

- **Data Sharing:** Does the tool send data to third parties or use it to train AI models beyond the immediate service? Open AI tools that feed user input into a global model raise red flags. Preference is given to closed systems or those that allow opting out of data sharing.

- **Security Measures:** Does the provider describe strong security (encryption, access controls) for the data? Have they had recent breaches?

- **Breach Notification:** The vendor must agree to notify RJA in case of any data breach affecting our users and support our communication to affected families.

- **Compliance with Laws:** Verify the vendor will comply with FERPA (school official exception), the [Children's Online Privacy Protection Act](#) ("COPPA"), and California laws like SOPIPA (Student Online Personal Information Protection Act) and AB 1584, as applicable. Under AB 1584, contracts must include specific clauses (see Vendor Agreement Summary form) such as no targeted advertising using our data, not using student records beyond the contract purpose, allowing parent review of records, etc. If the vendor is part of the California Student Privacy Alliance with a standard Data Privacy Agreement (DPA) already in place, that is ideal. Otherwise, RJA may require the vendor to sign our own DPA or addendum.

Depending on this privacy review, some tools may be rejected outright (if risks are too high) or conditionally approved pending a signed agreement.

4. Educational Value Assessment: Simultaneously, an academic team member (curriculum director, principal, etc., as appropriate) will assess the tool's educational merits. Does it align with our curriculum standards and teaching strategies? Is it user-friendly for the intended age group? Does it provide content in an accessible manner (e.g., can it accommodate English language learners or students with disabilities)? The team may consult with a small group of teachers or even pilot the tool in a limited setting to gather feedback on its effectiveness and any classroom management issues.

5. Bias and Content Review: A critical part of AI evaluation is checking for **bias and content accuracy**. If possible, the committee will test the AI tool with a diverse set of prompts or scenarios to see if it produces biased or inappropriate responses. For example, they might check whether the AI exhibits bias against certain genders or ethnic groups in its answers, or if it tends to produce inappropriate jokes or stereotypes. They will also assess how often the AI gives incorrect answers in subjects where accuracy is critical. If the tool has a high risk of misinformation or biased content that could harm students, it may be rejected or require vendor improvements before adoption.

6. Pilot Testing (if needed): For major tools, RJA may conduct a pilot: a small-scale trial in one class or one department for a short period. During the pilot, we will closely monitor how the AI performs, gather feedback from both staff and students, and ensure no unforeseen issues (like unexpected types of data being collected) arise. Pilot participants will report back on pros and cons.

7. Approval Decision: The AI Review Committee, after considering privacy, educational value, bias, and pilot feedback, will make a decision: Approved, Approved with Conditions, or Not Approved.

- *Approved:* Tool can be rolled out according to defined parameters (which schools, which grade levels, etc.). IT will possibly integrate it (e.g., create student logins, whitelist the site on our network).

- *Approved with Conditions:* Tool is good but needs some safeguards – for example, allowed only for students 13+ or only with parent/guardian consent on file, or only in certain supervised contexts. The conditions must be met before or during use (like obtaining consent forms, or ensuring a particular setting is enabled).

- *Not Approved:* The risks or misalignment outweighed the benefits. The committee will provide the reason, and staff should not use the tool. Often, an alternative tool or approach will be suggested.

8. Documentation: For every AI tool evaluated, RJA will document the decision and reasoning. Approved tools will be listed on an "**Approved AI Tools List**" accessible to all staff, including any conditions or notes (e.g., "approved for grades 9–12 only," or "parent/guardian consent required for students under 13"). Not-approved tools may be listed as well to prevent duplicate requests and to let staff know certain popular tools were considered but deemed unsuitable.

10. Periodic Re-evaluation: The Technology Department will **periodically re-evaluate** tools, especially if the vendor updates terms or features. Vendors are expected to inform RJA of major changes, but RJA will also proactively review at least them annually: Are there any news of issues? Is the tool still the best choice, or have better/safer alternatives emerged? This ties into the monitoring section below – usage will be tracked, and any incidents or near-misses will prompt a review. If an approved tool is later found to be problematic, RJA can suspend its use until concerns are resolved or can fully revoke its approval.

Data Privacy and Student Information Protection

Protecting student data and privacy is a cornerstone of this AI Policy. RJA is committed to complying with all applicable data privacy laws and to upholding the confidentiality of student information at all times. Key protocols include:

- **Compliance with FERPA and State Laws:** Any student data that qualifies as an "education record" under FERPA will only be disclosed to AI tools or systems under the "school official" exception or with proper consent. FERPA generally allows schools to share student records with a contractor performing a school service *only if* the contractor is bound to use the data for the school's purposes, not redisclose it, and meets other strict criteria. Additionally, RJA will comply with California Education Code requirements (such as those in **AB 1584**, codified in Ed Code §49073.1), which mandate that vendors handling student data contractually agree to privacy safeguards. If a vendor is unwilling to meet these requirements, they will not be allowed access to student data.

- **Minimization of Data Sharing:** RJA follows a principle of *data minimization* – we will share the least amount of identifiable student data necessary for an AI tool to function effectively. Wherever feasible, we will use anonymized or de-identified data with AI systems. Teachers and staff are instructed to only input what is needed for the task at hand.

- **No Selling or Monetizing of Student Data:** RJA will not approve any AI tool or vendor that uses student data for marketing or sells student information. This is not only our policy but also state

law (SOPIPA, SB 1177, prohibits K–12 service operators from targeted advertising or selling student data). All vendors must certify they do not and will not monetize our students' data. RJA itself also will not trade student data to obtain services – any data exchange will solely be for the contracted educational purpose.

- **Data Security Measures:** Any AI application used will be subject to RJA's cybersecurity standards.

- **Breach Response:** Despite precautions, data breaches can happen. In the event that a security breach occurs in any AI system that compromises student or staff data, RJA will follow its incident response plan in compliance with state notification laws and Ed Code §49073.1. RJA will work to mitigate the breach, which could include shutting off the tool, requiring the vendor to secure or delete data, offering credit monitoring to those impacted (if sensitive data like ID numbers were leaked), and reporting to authorities as required. Our goal is full transparency and prompt action in the unfortunate event of any data incident.

- **COPPA and Parental Consent:** COPPA (Children's Online Privacy Protection Act) is a federal law that applies to online services used by children under 13. Many AI tools (particularly general audience tools) collect personal information in the course of providing service. Under COPPA, a parent's verified consent is required before collecting personal data from children under 13, unless the school consents on the parent's behalf for educational use.

Data Retention and Deletion:

For any AI systems that store student data, RJA will establish clear data retention limits. We prefer tools that allow us to wipe or export data when no longer needed. For example, if an AI tutoring platform keeps student interaction logs, we might decide those should be deleted at the end of the school year or upon student withdrawal. The vendor agreements will include clauses that upon termination of the service, all student data will be returned to RJA (or extracted by us) and then deleted from the vendor's systems within a specified timeframe.

Parent/Guardian Notification and Consent

- RJA highly values parents and guardians as partners in navigating the use of AI in education. We believe in transparency with families about when and how AI tools are used in our schools. Below are our protocols regarding parent **Consent Requirements:** We may **obtain written parent/guardian consent** in the following situations:

  - For any student under age 13 using an online AI service that collects personal information, if necessary to comply with COPPA.

  - When required by RJA leadership due to the nature of the AI application. Because AI is new and evolving, RJA might decide to err on the side of consent even when not legally mandated, especially in the early stages of adoption.

  - The **Parent Consent Form** (see Forms section) will be used to document such consent.

- **Parent Engagement and Feedback:** Notification is not just a one-way street – we want to engage parents in dialogue about AI. RJA will offer opportunities such as informational sessions or Q&A nights about AI in education. Parents/guardians can learn more about how we use AI and share their perspectives. We may also survey parents about their comfort level and any suggestions or concerns they have. This feedback loop will inform RJA's ongoing policy refinement and implementation practices.

Consequences and Disciplinary Actions for Misuse

Misuse of AI tools can have serious academic and safety implications. As such, RJA will enforce this policy and related rules with appropriate disciplinary measures to deter misuse and address violations when they occur. The following outlines consequences for different stakeholder groups in the event of misuse, keeping in mind that disciplinary responses will be proportionate to the nature and severity of the offense and in accordance with existing RJA policies on discipline.

- **For Students:** As noted earlier, students who misuse AI (e.g., cheating, accessing inappropriate content, violating others' privacy, or otherwise breaking the rules in the "Use of AI by Students" section) will face consequences aligned with our Code of Conduct.

- **For Staff:** Employees who violate the provisions of this policy (such as by sharing confidential data with an AI, failing to get required consent, or using AI inappropriately with students) will be subject to corrective action per RJA's personnel policies and any applicable collective bargaining agreements.

- **For Volunteers/Interns:** Non-staff individuals who work under RJA's supervision (volunteers, interns, etc.) are also expected to follow the policy. If a volunteer or intern is found violating AI use rules (e.g., showing students an unapproved AI app or attempting to misuse student data), the school administration may end their volunteer assignment immediately. They could be banned from future volunteering or involvement with the school. If the situation warrants (for example, an intern caused a data breach), RJA may report the incident to their sponsoring institution or take legal action if malicious intent was involved. Since volunteers are not employees, the primary repercussion is loss of privileges work with students, which RJA will not hesitate to impose if needed to protect students.

- **For Students' Family Members:** While not "misuse" in the same sense, if a parent or guardian were to misuse access to AI provided by the school (say the school gives parents an AI-powered portal to track student progress, and a parent misuses it), the school can revoke that access.

- **For Vendors/Third Parties:** If a contracted vendor or partner is found to be misusing student data or otherwise violating the terms of our agreement (for instance, using data beyond what's permitted, or failing to secure it properly), RJA will consider that a breach of contract.

- **Loss of AI Privileges (General):** As a broad measure, RJA reserves the right to **limit or revoke AI tool access** for any user who abuses it.

- **Documentation and Communication:** All incidents of AI misuse and their resolutions will be documented by the relevant authority (teacher writes a referral, IT logs a security incident, etc.). Parents/guardians may be informed of student infractions and resulting actions. In cases of data breaches or serious issues, communications may go out to the broader community as appropriate.

Monitoring and Periodic Review

The dynamic nature of AI technology calls for ongoing monitoring of its use and regular reviews of our policies. RJA will implement both technical and administrative measures to monitor AI usage within the schools, and we will establish a timeline and process for reviewing and updating this AI Policy.

Frequently Asked Questions (FAQ)

Q: What is "AI" and "generative AI," and why is RJA using them in schools?
A: *Artificial Intelligence (AI)* refers to computer programs or machines that can perform tasks that normally require human intelligence, such as understanding language, solving problems, or making decisions. *Generative AI* is a type of AI that can create new content (like writing text, drawing pictures, or composing music) based on what it has learned from existing data. An example is ChatGPT, which can generate an essay or answer questions in a human-like way. RJA is using AI tools **to enhance learning and operations** – for instance, an AI tutor program might help students practice math with instant feedback, or an AI scheduling assistant might help optimize bus routes. The goal is to leverage AI's ability to personalize education and automate routine tasks so teachers have more time to focus on students. However, we use AI in a *controlled and ethical* manner, ensuring it aligns with our curriculum and that humans (teachers and staff) remain in charge of important decisions.

Q: How will AI be used in my child's classroom, and will it replace the teacher?
A: AI will be used as a **supplemental tool** in classrooms, not a replacement for teachers. For example, a teacher might use a reading app with AI that reads stories to children and asks them questions, adjusting difficulty based on the child's responses. Or in high school, a teacher might allow students to use an AI-based research assistant to gather sources for a project. In all cases, the teacher is actively guiding the process – they choose the tool, set the task, and then discuss or evaluate the results with students. AI might provide information or practice, but the teacher provides **explanation, context, and support**. Each teacher will also ensure that AI use is appropriate to the lesson. Far from replacing teachers, AI actually frees them from some mundane tasks (like grading simple quizzes, if AI can do that), so they can spend more time on one-on-one help and interactive teaching. Human interaction, mentorship, and expertise are irreplaceable, and RJA will **not** use AI to do any teaching role that requires those human qualities.

Q: How is RJA protecting my child's privacy if they use AI tools?
A: RJA has strict **data privacy protections** in place. RJA vets every AI tool for compliance with student privacy laws like FERPA and COPPA. RJA will allow student personal information (names, ID, etc.) to be shared with any AI system unless we have a formal agreement with the provider that the data will be protected and only used for our educational purposes. RJA also trains students to *never* input private

details about themselves or others into any AI chat or app. Many of the AI tools RJA will use will be hosted internally or by trusted educational companies that do not sell or misuse data. For any tool that is online/open, RJA will obtain parent/guardian consent if your child is to use it and explain exactly what data (if any) might be collected. Additionally, all RJA devices and networks have cybersecurity and filtering measures to prevent unauthorized access or exposure of data. In short, we approach AI use with the same caution as internet use in general – perhaps even more so, given AI is new. Each child's privacy is a top priority, and if a tool doesn't meet our standards, RJA will not use it.

Q: Are students required to use AI tools? What if I don't want my child using them?
A: AI tools are **not mandatory** for students if parents/guardians or students are uncomfortable. RJA views AI as a helpful resource, but not every activity will involve AI, and alternative options will always be available. If an assignment involves an AI tool and you prefer your child not use it, you can indicate that (for instance, by not signing consent or by informing the teacher). The teacher will provide a different way for your child to complete the work without penalty. That could mean using traditional research methods, or doing a similar project that achieves the same learning goals. RJA respects each family's perspective on technology. That said, RJA will encourage exposure to AI under guided conditions because it is an important skill for the future – a bit like using the internet or calculators – but we will never force it on a student. Also, note that some AI usage might be embedded in software the school already uses (for example, a reading app might have an AI tutor inside it). In those cases, we will have vetted it and likely it's a core part of the curriculum. If you have concerns, please discuss them with your child's teacher or principal so we can find the best solution.

Q: Could AI tools expose my child to inappropriate content or make a mistake in teaching them?
A: RJA will only use AI tools that are deemed age-appropriate and have safeguards (like filters) against inappropriate content. However, no AI is 100% foolproof. It's possible, though rare, that an AI might generate an odd or unsuitable response. That's why we supervise students when they're using AI and teach them to alert an adult if something seems off. If any inappropriate content does slip through, the teacher will address it immediately and it will be reported so we can fix or discontinue use of that tool. Regarding mistakes: AI can sometimes give wrong answers or flawed explanations – it doesn't actually "understand" like a teacher does, instead it patterns information. RJA is very aware of this. RJA treats AI-provided information as *suggestive* or *exploratory*, not absolute. Students are instructed (and learning) to double-check AI answers against reliable sources. One benefit is that when an AI makes a mistake, it becomes a learning opportunity – teachers often discuss *why* the AI might be wrong and how to verify facts, which builds critical thinking. So yes, AI might occasionally be wrong or weird, but within our guided context, it shouldn't cause harm – it will instead spark discussion or be corrected by the teacher.

Q: How will RJA prevent students from cheating with AI on assignments?
A: Academic integrity is a **major emphasis** of our policy. RJA has several approaches to discourage and detect cheating with AI:

- **Clear Rules & Education:** Students know that submitting AI-generated work as their own is cheating. RJA has made it clear that students must cite any use of AI. By treating AI like a source or tool (like a calculator or Wikipedia), we normalize transparency. Often, assignments will even

require students to reflect on how they used AI, which turns it from a cheating tool into a learning aid.

- **Assignment Design:** Teachers are designing assignments in ways that make pure AI answers insufficient. For example, having students tie personal reflections or class-specific discussions into an essay – things an AI that wasn't in class couldn't know. Or doing more in-class writing where teachers can observe the process.

- **Monitoring & Detection:** RJA uses plagiarism detection software that can catch copy-pasted work. New tools are emerging that claim to detect AI-written text; RJA will use them with caution (they're not perfect) but as one piece of evidence. Teachers, who know their students' voices, often can tell if an essay doesn't sound like the student. If we suspect AI was used dishonestly, the teacher will confer with the student – often, students will admit it if confronted, and then it's a teachable moment or, if intentional, a disciplinary moment.

- **Consequences:** As with any cheating, students face consequences if they knowingly violate the rules. This can range from redoing the assignment under supervision to getting a zero and referral for academic dishonesty, depending on severity.

- In summary, we address AI cheating through prevention (education and design) and enforcement (detection and consequences). The upside is that these measures encourage students to use AI **ethically** – as a helper, not a cheater. RJA is also fostering an environment where students feel comfortable admitting, "I got help from this tool," so that they don't resort to sneaky behavior.

Q: Do I (as a parent) have to sign something? What forms are required?
A: Yes, there are a few forms associated with this policy. Most importantly, if we plan for your child to use an AI tool that is not fully internal to our system, we will send home a **Parent Consent Form** for you to review and sign. This form will describe the tool and any data implications. By signing, you agree to your child using the tool under the described conditions. Without that signature, RJA will not permit your child to use it and will provide an alternative. Additionally, at the start of the school year you will need to sign an Acceptable Use Policy (AUP) for technology.Staff members are also required to sign a **Staff Acknowledgment Form** confirming they will follow the AI Policy. Lastly, our vendors (the companies providing AI tools) sign agreements about data privacy (you won't see those, but it's our way of holding them accountable). All necessary forms are provided in both English and Spanish (and other languages if needed) for accessibility. Keep an eye out at the beginning of the course or before a new tool is introduced – that's when consent forms will come home. And of course, you can always ask for a copy of any of these forms or more information if something is unclear.

Q:

Q: My child found an interesting AI website on their own. Can they use it for school?
A: If your child finds a new AI tool or website and wants to use it for schoolwork, please encourage them to **check with their teacher first** (or you can reach out to the teacher). We have the approval process for tools, so chances are if it's not already known, the teacher will need to submit it for review. Until it's approved, students should not rely on it for assignments, especially not to input any school-related

information. That said, we love when students are curious and resourceful! Your child's discovery can be a great contribution – the tool might turn out to be something we approve and make available to others after vetting. But the rule is: no unapproved tools for official school use, to ensure safety and fairness. At home, if it's outside of school work, that's your family's discretion, but we advise supervising their use and discusings the same guidelines about privacy and content. So in short: cool find, but **ask the teacher and wait for the green light from the school** before using it for school purposes.

Implementation Checklist (for Administrators and Staff)

The following checklist is provided to help ensure effective implementation of RJA's AI Policy. School leaders and staff can use this as a step-by-step guide to prepare for and carry out the policy's requirements. *(This checklist can be printed and items checked off as completed.)*

1. **Establish AI Leadership and Committee**

   - *Designate an AI Policy Coordinator* (e.g., a tech director or admin) to oversee rollout.

   - *Form an AI Committee or Task Force* with representatives (IT, curriculum, teachers, parent/guardian, etc.) to support implementation and monitoring.

2. **Policy Dissemination**

   - Officially adopt the AI Policy via the Governing Board and record the adoption date.

   - Distribute the policy document to all staff (email and/or hard copy).

   - Provide a summary or presentation of the policy at a staff meeting or training session.

   - Make the policy available to parents/guardians and students (post on website, include link in newsletters).

3. **Training and Awareness**

   - Conduct initial training for all instructional and support staff on the AI Policy details, including practical examples and Q&A.

   - Train teachers on how to integrate AI tools responsibly into their lesson plans.

   - Train IT and administrative staff on evaluating tools, data privacy protocols, and monitoring procedures.

   - Ensure staff sign the **Staff Acknowledgment Form** post-training (collect and file these forms).

4. **Student and Parent/Guardian Orientation**

   - Plan and hold sessions to educate students on AI usage rules (e.g., an assembly or in-class review of key points at start of term).

   - Send home an introductory letter to parents/guardiand about the AI initiative and policy, highlighting the guiding principles and where to find more information.

   - Organize a parent information night or webinar to walk through what AI in RJA will look like and address questions.

5. **Tool Inventory and Approval Process**

- Inventory all existing software/platforms in use that have AI features – submit them for review if not already approved.

- For each new AI tool request, complete the **Evaluation Procedure**: gather information, check privacy, possibly pilot, and bring to the Committee for decision.

- Maintain and publish the **Approved AI Tools List** on a staff-accessible site. Include usage notes (age restrictions, consent needed, etc.).

- Block or restrict any popular AI tools that are not approved (update web filters and device management settings accordingly).

6. **Consent Management**

- Identify which tools/classes require the Parent Consent Form (e.g., any open AI or data-collecting tool for under 18).

- Distribute **Parent Consent Forms** (in English and Spanish) to relevant parents well in advance of tool use.

- Collect and track returned consent forms; maintain a list of students who have/have not consented. Follow up on missing forms.

- Securely store the signed consent forms (physical or digital) as documentation.

- For any student without consent, ensure their teachers know to provide an alternative activity.

7. **Policy Integration**

- Update the Student Handbook/Code of Conduct to include AI usage rules and consequences (in student-friendly wording).

- Update the Employee Handbook/Tech AUP to reference AI Policy for staff.

- Ensure discipline policies/accountability procedures align with AI misuse consequences outlined (so administrators know how to categorize AI infractions).

- If applicable, discuss with employee unions (for teachers, etc.) about any working condition impacts of AI (document any agreements or MOUs, if needed, related to AI usage).

8. **Technical Preparations**

- Configure web filtering to enforce safe search and block known AI services that are disallowed (pornographic or unmoderated content generators, etc.).

- Install or activate monitoring software to log AI-related usage for audit (ensure privacy considerations are observed).

- Check that all devices used by students have updated protection and that any school-managed AI apps are properly sandboxed (isolated as needed).

- Test content filters and AI tools in situ to verify that inappropriate prompts are blocked and no unexpected content slips through.

9. **Communication and Transparency**

- Create a page on the school website for "AI in Education at RJA" with resources: policy PDF, FAQ, contacts for questions, etc.

- Regularly update stakeholders on AI developments: e.g., a section in monthly newsletters about a featured AI tool or a tip on AI literacy.

- Provide teachers with templated communication they can use for parents/guardians when starting an AI-related project (so messaging is consistent).

10. **Ongoing Monitoring**

- Implement the monitoring plan: IT to periodically review logs for compliance, teachers to supervise in-class usage.

- Set a schedule (e.g., monthly or biweekly) for the AI Committee to meet and discuss any issues or new requests.

- Establish a quick-response protocol for any incident: who investigates, who communicates to parents (e.g., if a student encountered inappropriate AI content, or if a data issue arose).

- Document all incidents of AI misuse or tool malfunction and the actions taken in each case.

11. **Stakeholder Feedback and Support**

- Solicit feedback from teachers and students after the first quarter/semester of implementation – what's working, what's challenging.

- Address any gaps in understanding: If students seem confused about rules, reinforce them via homeroom or advisory periods; if teachers need more support, schedule additional PD or peer sharing.

- Keep open lines for parent/guardian feedback. If many parents voice a similar concern, bring it to the Committee to discuss possible policy adjustments or communication clarifications.

12. **Periodic Review and Update**

- Near the end of the school year, gather all data on AI use: tool performance, incidents, feedback, student outcomes if measurable (did AI help?).

- ○ Convene the Policy Review Committee to review this data and consider any policy changes.

- ○ Draft revisions or affirm the current policy as needed; prepare for Board presentation of any changes.

- ○ Plan next year's training or tool adoption based on lessons learned. Update the Implementation Checklist for any new steps.

13. **Record-Keeping**

- ○ Ensure all forms (consents, agreements, acknowledgments) are properly archived.

- ○ Keep the evaluation documentation for tools on file (could be needed for audits or demonstrating compliance with Education Code).

- ○ Retain training attendance records and materials used.

14. **Celebrate and Share Successes** (optional but encouraged)

- ○ Note and celebrate positive outcomes: e.g., "90% of parents/guardians gave consent for the reading AI tool, and reading scores improved," or student testimonials on how AI helped their learning.

- ○ Share these successes with the Board and community, reinforcing the value of the initiative and maintaining support.

This checklist ensures that implementing the AI Policy is a structured process with attention to detail at every stage. Administrators should assign responsible individuals for each section of the checklist and monitor progress regularly. By following the checklist, RJA can confidently integrate AI tools into our schools in a safe, effective, and legally compliant manner.

Forms and Agreements

Below are the necessary forms related to the AI Policy. Each form is provided in English and Spanish. These templates should be reviewed periodically by RJA administration and legal counsel (if needed) and then distributed to the relevant parties for signature. All signed forms should be collected and stored (digitally or in paper form) by the school administration or central office, as appropriate.

REAL Journey Academies – Parent/Guardian Consent Form – Student Use of AI Tools

Dear Parent/Guardian,

REAL Journey Academies ("RJA" or "Charter School") is implementing carefully selected artificial intelligence (AI) tools to enhance student learning. Because these tools involve technology that may collect or generate data about students, we require your consent for your child to use them. Please read the statements below, which explain the conditions of use and associated risks, and indicate your agreement by signing at the bottom.

Student Name: _____ Grade: _____ School: _____

Student Number: _____

As a parent/guardian of the above student, I understand and acknowledge the following:

- **Voluntary Participation:** My child's use of the AI tools provided by RJA is **voluntary**. It is intended to enrich their educational experience, but it is *not required* for core instruction. If I do not consent, or if my child opts out, the Charter School will offer an alternative with no penalty.

- **Nature of AI Tools:** The AI tool(s) in use are "open" in nature, meaning they operate via the internet and may not have the same closed environment as typical school software. RJA will provide, upon request, the specific **name of the AI tool(s)**, and access to their Terms of Service and Privacy Policy for my review. I understand that these AI tools utilize machine learning algorithms to generate content or responses.

- **Data Privacy and Security:** My child has been instructed not to input personally identifiable information (PII) (such as full name, birthdate, address, phone number) or any sensitive data into the AI tool. The school and staff will also avoid using PII with the AI. However, I acknowledge that because this is an online service, there are inherent privacy risks – for example, the AI may inadvertently output or retain information from user inputs. **Traditional school privacy settings and filters may not fully cover the AI platform.**

- **Content Monitoring:** The AI tool is designed for educational use, but I understand it may still generate incorrect or inappropriate content on occasion. RJA has taken steps to supervise student use and has content filters in place, but I will not hold RJA responsible for occasional

unforeseen or inappropriate AI-generated material. I expect to be informed if any serious incident occurs.

- **Benefits and Risks:** I understand the purpose of using this AI tool is to provide new and creative ways to support my child's learning (for example, tutoring help, writing feedback, problem-solving practice). I also understand there are limitations: AI may sometimes be inaccurate or biased, and it is *not* a replacement for teacher instruction. My child will use it as a support, not an authority.

- **Liability Release:** By allowing my child to use this AI tool in an educational setting, I agree to **assume any associated risks**. I hereby hold RJA and its employees harmless and waive any potential claims of liability against RJA related to my child's use of such AI tools. This includes, but is not limited to, claims regarding student data privacy or unauthorized disclosure that might be outside the Charter School's control. I acknowledge that laws such as FERPA and California Education Code sections 49073.1 and 49073.6 protect my child's data in the traditional school context, and while RJA will strive to extend those protections to this AI tool, there is a *waiver of liability* on my part recognizing the unique nature of an open AI system.

- **Student Conduct and Discipline:** I understand that my child is expected to follow all rules in the RJA AI Policy and the general Acceptable Use Policy while using AI. If my child fails to abide by these expectations or misuses the AI tool in any way (for example, to cheat on assignments or engage in prohibited communication), they may lose access to the tool and be subject to disciplinary action pursuant to RJA's policies. I will reinforce with my child the importance of responsible use.

By signing below, I indicate that I have read and agree to the terms stated above. I consent to my child's use of the AI tool(s) offered by RJA under these conditions. I also confirm that I have had the opportunity to ask questions about this consent and have had those questions answered to my satisfaction.

Parent/Guardian Name: _____

Signature (Parent/Guardian): _____ Date: _____

For School Use:
Received by: _____ (Staff Name/Position) on _____.
☐ Copy provided to parent/guardian upon request.
Notes/Additional Conditions (if any): _____

Thank you for your cooperation and support as we incorporate innovative tools for your child's education. If you have further questions or wish to revoke this consent at any time, please contact the school principal.

REAL Journey Academies – Formulario de Consentimiento para Padres/Tutores – Uso de Herramientas de Inteligencia Artificial por el Estudiante

Estimado Padre/Tutor:

RJA está implementando herramientas de inteligencia artificial (IA) seleccionadas cuidadosamente para mejorar el aprendizaje de los estudiantes. Debido a que estas herramientas son tecnologías que pueden recopilar o generar datos sobre los estudiantes, requerimos su consentimiento para que su hijo(a) las use. Por favor lea las siguientes declaraciones, que explican las condiciones de uso y los riesgos asociados, e indique su acuerdo firmando al final.

Nombre del Estudiante: _____ Grado: _____ Escuela: _____

Como padre/madre/tutor del estudiante mencionado, entiendo y acepto lo siguiente:

- **Participación Voluntaria:** El uso que haga mi hijo(a) de las herramientas de IA proporcionadas por RJA es **voluntario**. Estas herramientas tienen el fin de enriquecer su experiencia educativa, pero *no son requeridas* para la enseñanza básica. Si no doy mi consentimiento, o si mi hijo(a) decide no participar, la escuela ofrecerá una alternativa sin penalización.

- **Naturaleza de las Herramientas de IA:** La(s) herramienta(s) de IA que se utilizarán tienen una naturaleza "abierta", lo que significa que operan a través de internet y puede que no tengan el mismo entorno cerrado que el software escolar típico. RJA proporcionará, si lo solicito, el **nombre específico de la(s) herramienta(s) de IA**, así como acceso a sus Términos de Servicio y Política de Privacidad para mi revisión. Entiendo que estas herramientas de IA utilizan algoritmos de aprendizaje automático para generar contenido o respuestas.

- **Privacidad y Seguridad de Datos:** Mi hijo(a) ha recibido instrucciones de no ingresar información de identificación personal (PII) (como nombre completo, fecha de nacimiento, dirección, número de teléfono) ni ningún dato sensible en la herramienta de IA. La escuela y el personal también evitarán usar PII con la IA. Sin embargo, reconozco que, debido a que este es un servicio en línea, existen riesgos inherentes de privacidad – por ejemplo, es posible que la IA, inadvertidamente, retenga información de las entradas de los usuarios. **Es posible que la configuración tradicional de privacidad y los filtros escolares no cubran completamente la plataforma de IA.**

- **Supervisión del Contenido:** La herramienta de IA está diseñada para uso educativo, pero entiendo que aún puede generar ocasionalmente contenido incorrecto o inapropiado. RJA ha

tomado medidas para supervisar el uso por parte de los estudiantes y cuenta con filtros de contenido, pero no responsabilizará a RJA por material imprevisto o inapropiado generado por la IA en raras ocasiones. Espero ser informado si ocurre algún incidente grave relacionado con esto.

- **Beneficios y Riesgos:** Entiendo que el propósito de usar esta herramienta de IA es proporcionar formas nuevas y creativas de apoyar el aprendizaje de mi hijo(a) (por ejemplo, ayuda de tutoría, retroalimentación en escritura, práctica para resolver problemas). También comprendo sus limitaciones: la IA a veces puede ser inexacta o tener sesgos, y *no* reemplaza la instrucción del maestro. Mi hijo(a) la usará como un apoyo, no como una autoridad.

- **Exención de Responsabilidad:** Al permitir que mi hijo(a) utilice esta herramienta de IA en un entorno educativo, acepto **asumir los riesgos asociados**. Por la presente, libero de responsabilidad a RJA y a sus empleados, y renuncio a cualquier posible reclamación contra RJA relacionada con el uso de dichas herramientas de IA por parte de mi hijo(a). Esto incluye, pero no se limita a, reclamaciones sobre la privacidad de los datos del estudiante o divulgación no autorizada que puedan estar fuera del control de la escuela. Reconozco que leyes como FERPA y los artículos 49073.1 y 49073.6 del Código de Educación de California protegen los datos de mi hijo(a) en el contexto escolar tradicional, y aunque RJA se esforzará por extender esas protecciones a esta herramienta de IA, existe una *exención de responsabilidad* de mi parte reconociendo la naturaleza única de un sistema de IA abierto.

- **Conducta del Estudiante y Disciplina:** Entiendo que se espera que mi hijo(a) siga todas las reglas de la Política de IA de RJA y la Política de Uso Aceptable (AUP) general mientras usa IA. Si mi hijo(a) no cumple con estas expectativas o hace un mal uso de la herramienta de IA de cualquier manera (por ejemplo, para hacer trampa en las tareas o participar en comunicaciones prohibidas), puede perder el acceso a la herramienta y estar sujeto a medidas disciplinarias de acuerdo con las políticas escolares. Reforzaré con mi hijo(a) la importancia del uso responsable.

Al firmar a continuación, indico que he leído y acepto los términos indicados anteriormente. Doy mi consentimiento para que mi hijo(a) use la(s) herramienta(s) de IA ofrecidas por RJA bajo estas condiciones. También confirmo que he tenido la oportunidad de hacer preguntas sobre este consentimiento y que he recibido respuestas satisfactorias a dichas preguntas.

Nombre del Padre/Tutor: _____

Firma (Padre/Tutor): _____ Fecha: _____

Para Uso de la Escuela:
Recibido por: _____ (Nombre/Cargo del Empleado) el _____.
☐ Se proporcionó copia al padre/tutor si fue solicitada.
Notas/Condiciones Adicionales (si las hay): _____

Gracias por su cooperación y apoyo mientras incorporamos herramientas innovadoras en la educación de su hijo(a). Si tiene más preguntas o desea revocar este consentimiento en cualquier momento, comuníquese con el director de la escuela.

REAL Journey Academies – Student Agreement for Responsible Use of AI Tools

This agreement is an addendum to REAL Journey Academies ("RJA")'s Student Acceptable Use Policy, focusing on the use of Artificial Intelligence (AI) resources. Students and their parents/guardians should read and sign this agreement to acknowledge understanding of the rules for AI use at school and for schoolwork.

Student Name: _____ Grade: _____ School: _____

Student Number: _____

As a student at RJA, I understand that AI tools (such as educational apps or websites that can generate text, images, or help answer questions) can be helpful for learning. I also understand that they come with responsibilities. By signing below, I agree with the following rules for using AI:

1. **Follow Teacher Instructions:** I will only use AI tools for classwork or assignments if my teacher has said it's okay. I will use them exactly in the way the teacher directs. If the teacher says an assignment must be done *without* AI, I will not use AI for it. I understand that using AI when I'm not supposed to is considered cheating or misconduct.

2. **Do My Own Work:** I will not copy and paste AI-generated answers and claim them as my own work. If I use an AI tool to get ideas or assistance, I will clearly credit that help (for example, by saying "Idea generated with help from [AI Tool]"). I will never have an AI write an entire essay or assignment for me and turn it in as if I wrote it – that is dishonest. All work I submit will be **substantially my own**, with AI contributions properly acknowledged.

3. **Check AI Information:** I understand that AI tools can sometimes be wrong. If I use an AI to get information or help, I will double-check important facts or answers with reliable sources (like textbooks, class notes, or verified websites). I won't assume everything an AI says is true. If I'm unsure about something the AI outputs, I will ask a teacher or do more research.

4. **Appropriate Use Only:** I will not use AI tools to try to get inappropriate content. This means I will not ask an AI to produce anything violent, graphic, sexual, hateful, or harassing. I will not use AI to insult, threaten, or bully anyone. I will use school-appropriate language and requests when interacting with AI. If an AI ever gives me inappropriate content without me asking (for example, it swears or shows something disturbing), I will stop and notify a teacher immediately.

5. **Protect Privacy:** I will not share personal information about myself or others when using AI. This includes names, addresses, phone numbers, photos, or any details that could identify someone. I won't ask AI questions using private info about a classmate or staff member. I will also not attempt to log in to AI platforms with personal accounts or share school account information. Basically, **I will treat an AI like a public space – I wouldn't post personal info on a billboard, so I won't put it into an AI chat.**

6. **Don't Tinker with Settings or Filters:** If the AI tool or app has safety filters or privacy settings locked by the school, I will not try to bypass or change them. I won't use tricks (like special prompts or using a VPN/proxy) to get around school restrictions on AI. If the AI platform at school is restricted to certain hours or certain features, I will respect those limits. Hacking or tampering with the AI system is a serious violation.

7. **Supervision and Guidance:** I will only use AI tools under appropriate supervision. If I am at school, that means using them when a teacher or authorized adult is present or has given me permission. I won't sneak to use AI on my school device when I'm not supposed to, and I won't use AI on my personal device during class.. At home, I will follow my parents' guidance for using AI for homework.

8. **Report Problems:** If I encounter any issue – such as stumbling on a security flaw, seeing someone misuse an AI tool, or if the AI does or says something that makes me uncomfortable – I will report it to a teacher or school staff as soon as possible. I understand that reporting isn't tattling; it's about keeping everyone safe and the tools properly used.

I understand that these rules are in place for my benefit and my classmates' benefit. I agree to follow them whenever I use AI for school purposes. I understand that if I violate this agreement:

● **Consequences:** I may lose the privilege of using technology or AI tools at school. I may also face school discipline, such as getting a zero on an assignment (for cheating) or other sanctions per the student code of conduct, depending on what rule was broken. Serious misuse could mean suspension or other consequences, as outlined in the Suspension and Expulsion Policy .

By signing this, I acknowledge that I have read the rules above, I understand what they mean, and I agree to follow them.

Student Signature: _____ Date: _____

For Parent/Guardian:

I have read and discussed the above rules with my child. I understand that RJA is incorporating AI in a monitored and educational way. I will support these guidelines at home and communicate with the school if I have any questions or concerns. I understand that if my child fails to follow this agreement, the consequences described above will apply.

Parent/Guardian Signature: _____ Date: _____

(Print Name of Parent/Guardian: _____)

School Representative: (optional for verification)
Reviewed by: _____ (Name/Title) on _____.

(This agreement will be kept on file at the school. Students will receive a copy if requested. It aligns with RJA's Acceptable Use Policy and AI Policy.)

REAL Journey Academies – Acuerdo del Estudiante para el Uso Responsable de Herramientas de IA

Este acuerdo es un anexo a la Política de Uso Aceptable de RJA para tecnología, enfocándose en el uso de recursos de Inteligencia Artificial (IA). Los estudiantes y sus padres/tutores deben leer y firmar este acuerdo para reconocer que entienden las reglas para el uso de IA en la escuela y para trabajos escolares.

Nombre del Estudiante: _____ Grado: _____ Escuela: _____

Como estudiante en RJA, entiendo que las herramientas de IA (tales como aplicaciones o sitios web educativos que pueden generar texto, imágenes o ayudar a responder preguntas) pueden ser útiles para el aprendizaje. También entiendo que conllevan responsabilidades. Al firmar a continuación, acepto las siguientes reglas para usar IA:

1. **Seguir las Instrucciones del Maestro:** Solo usaré las herramientas de IA para trabajos de clase o tareas si mi maestro ha dicho que está permitido. Las usaré exactamente de la manera en que el maestro lo indique. Si el maestro dice que una tarea debe hacerse *sin* IA, no usaré IA para esa tarea. Entiendo que usar IA cuando no debo se considera hacer trampa o mala conducta.

2. **Realizar Mi Propio Trabajo:** No copiaré y pegaré respuestas generadas por IA para presentarlas como si fueran mi trabajo. Si uso una herramienta de IA para obtener ideas o asistencia, claramente daré crédito a esa ayuda (por ejemplo, diciendo "Idea generada con ayuda de [Herramienta IA]"). Nunca haré que una IA escriba un ensayo o tarea completa para mí y la entregaré como si yo la hubiera escrito – eso es deshonesto. Todo el trabajo que entregue será **esencialmente mío**, con las contribuciones de IA debidamente reconocidas.

3. **Verificar la Información de la IA:** Entiendo que las herramientas de IA a veces pueden estar equivocadas. Si utilizo una IA para obtener información o ayuda, verificaré dos veces los datos o respuestas importantes con fuentes confiables (como libros de texto, apuntes de clase o sitios web verificados). No asumiré que todo lo que dice una IA es verdadero. Si no estoy seguro sobre algo que la IA produjo, preguntaré a un maestro o investigaré más.

4. **Uso Apropiado Solamente:** No usaré las herramientas de IA para intentar obtener contenido inapropiado. Esto significa que no le pediré a una IA que produzca nada violento, gráfico, sexual, de odio o acosador. No usaré IA para insultar, amenazar o acosar a nadie. Utilizaré lenguaje y

solicitudes apropiadas para la escuela al interactuar con IA. Si alguna vez una IA me muestra contenido inapropiado sin que yo lo haya pedido (por ejemplo, si dice palabrotas o muestra algo perturbador), dejaré de usarla y lo notificará a un maestro de inmediato.

5. **Proteger la Privacidad:** No compartiré información personal mía ni de otros al usar IA. Esto incluye nombres, direcciones, números de teléfono, fotos o cualquier detalle que pueda identificar a alguien. No le haré preguntas a la IA usando información privada sobre un compañero o miembro del personal. Tampoco intentaré iniciar sesión en plataformas de IA con cuentas personales ni compartiré información de cuentas escolares. Básicamente, **trataré a una IA como un espacio público – no publicaría información personal en un cartel, así que no la pondré en un chat de IA.**

6. **No Alterar Configuraciones o Filtros:** Si la herramienta o aplicación de IA tiene filtros de seguridad o configuraciones de privacidad establecidas por la escuela, no intentaré evitarlos o cambiarlos. No usaré trucos (como instrucciones especiales o usar un VPN/proxy) para evadir las restricciones escolares sobre IA. Si la plataforma de IA en la escuela está limitada a ciertos horarios o funciones, respetaré esos límites. Hackear o alterar el sistema de IA es una infracción grave.

7. **Uso Bajo Supervisión:** Solo usaré herramientas de IA bajo la supervisión adecuada. Si estoy en la escuela, eso significa usarlas cuando un maestro u adulto autorizado esté presente o me haya dado permiso. No usaré a escondidas IA en mi dispositivo escolar cuando no deba, y no usaré IA en mi dispositivo personal durante la clase contraviniendo las reglas. En casa, seguiré las indicaciones de mis padres para usar IA en las tareas.

8. **Reportar Problemas:** Si encuentro algún problema – como descubrir una falla de seguridad, ver a alguien usar mal una herramienta de IA, o si la IA hace o dice algo que me incomoda – lo reportaré a un maestro o personal de la escuela lo antes posible. Entiendo que reportar no es "acusete"; se trata de mantener a todos seguros y de que las herramientas se usen correctamente.

Entiendo que estas reglas existen para mi beneficio y el de mis compañeros. Acepto seguirlas siempre que use IA con propósitos escolares. Entiendo que si violo este acuerdo:

● **Consecuencias:** Puedo perder el privilegio de usar tecnología o herramientas de IA en la escuela. También puedo enfrentar medidas disciplinarias escolares, como obtener un cero en una tarea (por hacer trampa) u otras sanciones según el código de conducta estudiantil, dependiendo de qué regla se incumplió. Un mal uso grave podría significar suspensión u otras consecuencias, según lo establecido en la política escolar.

Al firmar esto, reconozco que he leído (o que me han explicado) las reglas anteriores, entiendo su significado y acepto cumplirlas.

Firma del Estudiante: _____ Fecha: _____

Para el Padre/Tutor:

He leído y discutido las reglas anteriores con mi hijo(a). Entiendo que la escuela está incorporando la IA de manera supervisada y educativa. Apoyaré estas pautas en casa y me comunicaré con la escuela si tengo alguna pregunta o inquietud. Entiendo que si mi hijo(a) no sigue este acuerdo, se aplicarán las consecuencias descritas.

Firma del Padre/Tutor: _____ Fecha: _____

(Nombre en letra de imprenta del Padre/Tutor: _____)

Representante de la Escuela: (opcional, para verificación)
Revisado por: _____ (Nombre/Cargo) el _____.

(Este acuerdo se mantendrá archivado en la escuela. Los estudiantes recibirán una copia si la solicitan. Está en línea con la Política de Uso Aceptable y la Política de IA de RJA.)

REAL Journey Academies – Staff Acknowledgment Form – AI Policy and Responsible Use

REAL Journey Academies ("RJA") has adopted a comprehensive AI Policy governing the use of Artificial Intelligence tools in our schools. All employees, volunteers, and contractors who may use or oversee AI resources are required to be familiar with this policy. This form serves as an acknowledgment that you have received, read, and understood the AI Policy and agree to abide by its provisions.

Name (Staff Member): _____ **Position/Title:** _____

School/Department: _____

By signing below, I acknowledge the following:

- I have received a copy (physical or electronic) of the RJA Artificial Intelligence ("AI") Policy, including guidelines for ethical and educational use of AI by staff and students, procedures for approving AI tools, data privacy protocols, and other requirements.

- I have read the AI Policy in its entirety (or had it explained to me) and understand its contents. In particular, I am aware of the key rules and expectations for staff, including but not limited to:

  - Only using **approved AI tools** with students or confidential data or obtaining proper approval prior to use.

  - Ensuring **parental consent** is obtained when required before student use of certain AI services.

  - Protecting privacy by not sharing any confidential or sensitive information with open AI systems.

  - Adhering to guidelines for **monitoring student use** of AI and maintaining academic integrity (e.g., not allowing AI to undermine honest student work).

  - Following all data security measures and immediately reporting any data breach or AI malfunction.

  - Continuing to exercise professional judgment and not relying solely on AI for decisions or instructional content without review.

- I understand my responsibilities to supervise and guide students in the use of AI, to model appropriate use, and to enforce the rules set forth by the policy. I will incorporate AI tools in instruction only in ways that align with RJA's curricular goals and ethical standards.

- I am aware of the **consequences** for failing to adhere to the AI Policy. I understand that misuse of AI or violation of the policy by staff could result in disciplinary action, up to and including termination, in accordance with RJA policies and employment agreements.

- I know that if I have questions or am unsure about any aspect of the policy or a specific AI tool, it is my responsibility to seek clarification from my supervisor or the designated AI Policy Coordinator before proceeding.

- I agree to participate in any required training related to AI literacy, data privacy, or tool usage, and to keep myself updated on any policy revisions or guidance updates provided by RJA. If I observe any colleague or stakeholder potentially violating the policy or notice any risk related to AI use, I will report it through appropriate channels.

By signing this form, I certify that I understand the expectations and requirements of the RJA AI Policy and will fully comply with them in my professional role.

Staff Member Signature: _____ Date: _____

For Supervisors/Administrators:
This acknowledgement form was collected by: _____ (Name/Title) on _____.

☐ Recorded in employee's file (HR or site file as appropriate).
☐ Employee has completed initial AI training on _____ (date of training session).

Thank you for your commitment to safe and responsible use of technology. RJA values your cooperation in implementing our AI Policy. Together, we will leverage AI in a way that enhances education while upholding the highest standards of ethics and compliance.

REAL Journey Academies – Formulario de Acuse de Recibo – Política de IA y Uso Responsable (Personal)

RJA ha adoptado una Política integral sobre Inteligencia Artificial (IA) que rige el uso de herramientas de IA en nuestras escuelas. Se requiere que todos los empleados, voluntarios y contratistas que puedan usar o supervisar recursos de IA conozcan esta política. Este formulario sirve como reconocimiento de que usted ha recibido, leído y comprendido la Política de IA y que acepta cumplir con sus disposiciones.

Nombre (Empleado): _____ **Puesto/Título:** _____
Escuela/Departamento: _____

Al firmar a continuación, reconozco lo siguiente:

- He recibido una copia (física o electrónica) de la Política de Inteligencia Artificial de RJA, incluida las pautas para el uso ético y educativo de la IA por parte del personal y los estudiantes, los procedimientos para aprobar herramientas de IA, los protocolos de privacidad de datos y otros requisitos.

- He leído la Política de IA en su totalidad (o me la han explicado) y comprendo su contenido. En particular, estoy al tanto de las reglas y expectativas clave para el personal, que incluyen, pero no se limitan a:

  - Usar **solo herramientas de IA aprobadas** con estudiantes o datos confidenciales, u obtener la aprobación adecuada antes de su uso.

  - Asegurar que se obtenga el **consentimiento de los padres** cuando sea requerido antes del uso de ciertos servicios de IA por estudiantes.

  - Proteger la privacidad al no compartir información de identificación personal (PII) de estudiantes o personal, ni información sensible, con sistemas de IA abiertos.

  - Adherirme a las pautas para **supervisar el uso de IA por estudiantes** y mantener la integridad académica (por ejemplo, no permitir que la IA socave el trabajo honesto de los estudiantes).

  - Seguir todas las medidas de seguridad de datos y reportar de inmediato cualquier violación de datos o mal funcionamiento de la IA.

- ○ Continuar ejerciendo juicio profesional y no depender únicamente de la IA para decisiones o contenido instruccional sin revisión humana.

- Entiendo mis responsabilidades de supervisar y guiar a los estudiantes en el uso de IA, de modelar un uso apropiado y de hacer cumplir las reglas establecidas por la política. Incorporaré herramientas de IA en la enseñanza sólo de maneras que se alineen con los objetivos curriculares y los estándares éticos de RJA.

- Estoy al tanto de las **consecuencias** por no adherirme a la Política de IA. Entiendo que el mal uso de la IA o la violación de la política por parte del personal podría resultar en acciones disciplinarias, hasta e incluyendo el despido, de acuerdo con las políticas de RJA y los acuerdos de empleo.

- Sé que si tengo preguntas o no estoy seguro sobre algún aspecto de la política o una herramienta de IA específica, es mi responsabilidad buscar aclaraciones de mi supervisor o del Coordinador designado de la Política de IA antes de proceder.

- Acepto participar en cualquier capacitación requerida relacionada con conocimiento de IA, privacidad de datos o uso de herramientas, y mantenerme actualizado sobre cualquier revisión de la política o actualización de las guías proporcionadas por RJA. Si observo que algún colega u otra persona posiblemente viola la política o noto algún riesgo relacionado con el uso de IA, lo reportaré a través de los canales apropiados.

Al firmar este formulario, certifico que entiendo las expectativas y requisitos de la Política de IA de RJA y que cumpliré plenamente con ellos en mi rol profesional.

Firma del Empleado: _____ Fecha: _____

Para Supervisores/Administradores:
Este formulario de acuse de recibo fue recopilado por: _____ (Nombre/Cargo) el _____.

☐ Registrado en el expediente del empleado (RR.HH. o archivo del sitio, según corresponda).
☐ El empleado ha completado la capacitación inicial sobre IA el _____ (fecha de la sesión de capacitación).

Gracias por su compromiso con el uso seguro y responsable de la tecnología. RJA valora su cooperación en la implementación de nuestra Política de IA. Juntos, aprovecharemos la IA de manera que mejore la educación mientras mantenemos los más altos estándares de ética y cumplimiento.

REAL Journey Academies – Summary of Vendor/Data Processor Obligations – AI Tools & Student Data

This document summarizes the key data privacy and security requirements that all vendors or third-party providers (referred to as "Vendor") must agree to when contracting with REAL Journey Academies (RJA) for AI tools or any service involving student data. It is not a substitute for a full contract, but rather a checklist of critical provisions consistent with California Education Code §49073.1 (AB 1584) and other applicable laws. Vendors must sign to acknowledge these obligations as part of their agreement with RJA.

Vendor Name: _____

Service/Product: _____ (AI Tool/Platform description)

By providing services to RJA that involve access to or use of student data or AI interactions with students and staff, the Vendor agrees to the following:

1. **Student Records Property & Control:** All pupil records, as defined by applicable law, are and remain the property of and under the control of RJA. The Vendor is entrusted with this data only to perform the contracted services and has no ownership or independent rights to the data.

2. **Pupil-Generated Content:** Students may create or input content as part of using the service (e.g., essays, projects, or responses). Students (and their parents, as applicable) retain possession and control of their own pupil-generated content. The Vendor's system should allow, if relevant, for students to download or transfer their work to a personal account when appropriate. If the service does not involve student-created content stored long-term, this may be marked "N/A." _____

3. **No Secondary Use of Data:** The Vendor is prohibited from using any information in pupil records or personal data collected through the service for any purpose other than those required or specifically permitted by our contract. In plain terms, the Vendor will use the data *only* to provide the functions and features per our contract..

4. **No Targeted Advertising or Profiling:** The Vendor will **not** use any student data (including metadata or usage data) to direct targeted advertising to students or families. The Vendor also will not create profiles of students except as needed to fulfill the purpose of the service (for

example, a profile that tracks progress within the app, which teachers can see, is acceptable; creating a marketing profile or selling profile information is not).

5. **Parent/Student Access & Correction:** The Vendor's system will accommodate requests by RJA for parents/guardians (or eligible students age 18+) to review the student's personal information stored by the Vendor and to correct any errors. Typically, RJA will facilitate such requests, and the Vendor agrees to make data available in a readable form and to correct or delete information upon verified request from RJA indicating an error or a parental request under FERPA.

6. **Security Measures:** The Vendor will implement and maintain reasonable security procedures and practices appropriate to the nature of the data to protect student personal information from unauthorized access, destruction, use, modification, or disclosure. This includes encryption of data in transit and at rest, access controls (e.g., unique logins for users with least-privilege necessary), regular security testing, and training of personnel who handle the data. The Vendor must designate responsible individual(s) to oversee data security and ensure all employees or sub-processors handling RJA data are trained and bound to maintain confidentiality.

7. **Data Breach Notification:** In the event of an unauthorized disclosure or security breach involving student data, the Vendor will immediately (no later than 48 hours upon discovery) notify RJA. The notification will include the nature of the breach, data affected, and measures being taken to address it. The Vendor will cooperate with RJA in investigating and fulfilling any legal notification obligations to parents/guardians.

8. **Data Retention and Deletion:** When the contract term ends (or if RJA stops using the service for any reason), the Vendor will not retain any student records or personal data for longer than necessary to wind down the service. Specifically, upon contract completion or termination, the Vendor will ensure that all student data is securely deleted or transferred back to RJA, as directed by RJA, and provide written certification of deletion. No student data shall remain accessible to the Vendor after that process, except that individual students/parents may choose to convert their account to a personal account (with RJA's approval) solely to maintain access to the student's own generated content (as allowed by law).

9. **FERPA Compliance:** The Vendor acknowledges that it is acting as a "school official" with a legitimate educational interest under FERPA. The Vendor will ensure compliance with FERPA and related state laws (e.g., not disclosing student education records except as allowed by our contract and law). The Vendor will assist RJA in providing access to records if needed and will not make any unauthorized disclosures.

10. **Compliance with All Laws (COPPA, SOPIPA, etc.):** If the service is used by children under 13, the Vendor will comply with COPPA by obtaining verifiable parental consent via RJA (or confirms that RJA can consent on parents' behalf for educational use) and by limiting data collection as COPPA requires. The Vendor also confirms compliance with applicable California laws such as the Student Online Personal Information Protection Act (which, among other things, reiterates no targeting advertising, no selling data, etc.), and AB 1584 (as detailed in this summary). The Vendor will not use any student data in any way that violates these laws, and if a new law imposes additional requirements, the Vendor will work with RJA to promptly comply.

11. **Audits and Transparency:** The Vendor agrees to reasonably cooperate with RJA in any necessary audits or investigations regarding data privacy/security. This might include providing documentation of security practices, penetration testing results, or allowing RJA (or a third-party auditor, with confidentiality) to review data handling procedures. The Vendor will also make available to RJA a plain-language Privacy Policy and any future updates to it, and notify RJA in advance of any material changes to data practices, so RJA can ensure continued compliance and obtain additional consents if needed.
    Subprocessors: The Vendor will disclose any third-party subprocessors (other companies) it uses to process RJA student data (e.g., a cloud hosting provider) and ensure each such subprocessor is bound by the same privacy/security commitments. The Vendor remains fully liable for any actions of subprocessors with respect to RJA's data.

12. **Remedies for Non-Compliance:** The Vendor acknowledges that if it breaches these data obligations, RJA may terminate the contract. Moreover, per California law, a contract that fails to include the required terms (or if the Vendor does not adhere to them) can be rendered void. The Vendor would then be required to return or delete all pupil records and could be subject to legal consequences. Vendor indemnifies RJA for any damages or claims arising from the Vendor's failure to uphold these commitments (to the extent such an indemnity is included in the main contract).

By signing below, the Vendor's authorized representative acknowledges receipt of this summary and agrees that these provisions will be honored and are either incorporated into the main contract or will be adhered to in practice as if they were. This signed summary may be attached to and made part of the contract between RJA and the Vendor.

Vendor Company Name: _____

Authorized Representative Name: _____ Title: _____

Signature (Vendor Representative): _____ Date: _____

For RJA (LEA) Use:
Reviewed and approved by: _____ (RJA Official) Date: _____
Contract Term: Start _____ End _____ (or "Until Terminated")
Relevant RJA School(s)/Program: _____

(This summary is in accordance with Ed Code 49073.1 and other laws as of the policy's date. It should be updated if laws change. The full contract or DPA may contain additional details. Vendor's signature on this document signifies their understanding and agreement to critical student data protections.)

REAL Journey Academies – Resumen de Obligaciones para Proveedores/Encargados de Datos – Herramientas de IA y Datos de Estudiantes

Este documento resume los requisitos clave de privacidad y seguridad de datos que todos los proveedores o terceros (denominados el "Proveedor") deben aceptar al contratar con RJA para herramientas de IA o cualquier servicio que involucre datos de estudiantes. No sustituye a un contrato completo, sino que es una lista de verificación de cláusulas críticas, conforme al Código de Educación de California §49073.1 (AB 1584) y otras leyes aplicables. Los proveedores deben firmar para reconocer estas obligaciones como parte de su acuerdo con RJA.

Nombre del Proveedor: _____

Servicio/Producto: _____ (descripción de la herramienta/plataforma de IA)

Al proveer servicios a RJA que implican acceso o uso de datos de estudiantes o interacciones de IA con estudiantes y personal, el Proveedor acepta lo siguiente:

1. **Propiedad y Control de los Registros de Alumnos:** Todos los registros de alumnos, según la definición de la ley aplicable, son y permanecen como propiedad de y bajo control de RJA (la agencia educativa local). El Proveedor recibe estos datos únicamente para desempeñar los servicios contratados y no tiene propiedad ni derechos independientes sobre los datos.

2. **Contenido Generado por el Alumno:** Los alumnos pueden crear o ingresar contenido como parte del uso del servicio (por ejemplo, ensayos, proyectos o respuestas). Los alumnos (y sus padres, según corresponda) conservan la posesión y el control de su propio contenido generado por el alumno. El sistema del Proveedor debe permitir, si es relevante, que los alumnos descarguen o transfieran su trabajo a una cuenta personal cuando sea apropiado. Si el servicio no involucra contenido creado por estudiantes almacenado a largo plazo, esto puede marcarse como "No Aplica".

3. **No Uso Secundario de Datos:** Se prohíbe al Proveedor usar cualquier información en los registros de alumnos o datos personales recopilados a través del servicio para cualquier propósito que no sean aquellos requeridos o específicamente permitidos por nuestro contrato. En términos sencillos, el Proveedor usará los datos *solo* para brindar las funciones y características por las que acordamos, y para nada más.

4. **No Publicidad Dirigida ni Perfilamiento:** El Proveedor **no** utilizará ningún dato de estudiantes (incluyendo metadatos o datos de uso) para dirigir publicidad personalizada a los estudiantes o sus familias. El Proveedor tampoco creará perfiles de alumnos excepto según sea necesario para cumplir el propósito del servicio (por ejemplo, es aceptable un perfil que rastree el progreso dentro de la aplicación, que los maestros pueden ver; no lo es crear un perfil con fines de marketing o vender información de perfil).

5. **Acceso y Corrección para Padres/Alumnos:** El sistema del Proveedor acomodará las solicitudes de RJA para que los padres/tutores (o alumnos adultos de 18 años) revisen la información personal del alumno almacenada por el Proveedor y corrijan cualquier error. Por lo general, RJA facilitará dichas solicitudes, y el Proveedor se compromete a poner los datos a disposición en un formato legible y a corregir o eliminar información tras una solicitud verificada de RJA que indique un error o una solicitud de los padres bajo FERPA.

6. **Medidas de Seguridad:** El Proveedor implementará y mantendrá procedimientos y prácticas de seguridad razonables y apropiados a la naturaleza de los datos para proteger la información personal de los estudiantes contra acceso, destrucción, uso, modificación o divulgación no autorizados. Esto incluye cifrado de datos en tránsito y en reposo, controles de acceso (por ejemplo, inicios de sesión únicos para usuarios con el mínimo privilegio necesario), pruebas regulares de seguridad, y capacitación del personal que maneja los datos. El Proveedor debe designar persona(s) responsable(s) de supervisar la seguridad de los datos y asegurar que todos los empleados o subprocesadores que manejen datos de RJA estén capacitados y obligados a mantener la confidencialidad.

7. **Notificación de Violación de Datos:** En caso de una divulgación no autorizada o violación de seguridad que involucre datos de estudiantes, el Proveedor notificará inmediatamente (a más tardar 48 horas tras su descubrimiento) a RJA. La notificación incluirá la naturaleza de la violación, los datos afectados y las medidas que se están tomando para abordarla. El Proveedor cooperará con RJA en la investigación y en el cumplimiento de cualquier obligación legal de notificación a padres/tutores.

8. **Retención y Eliminación de Datos:** Cuando finalice el periodo del contrato (o si RJA deja de usar el servicio por cualquier motivo), el Proveedor no retendrá ningún registro de alumnos ni datos personales por más tiempo del necesario para concluir el servicio. En específico, al completar o rescindir el contrato, el Proveedor se asegurará de que todos los datos de alumnos sean eliminados de manera segura o devueltos a RJA, según lo indique RJA, y proporcionará certificación por escrito de la eliminación. Ningún dato de alumno permanecerá accesible para el Proveedor después de ese proceso, excepto que alumnos individuales/padres puedan optar por convertir su cuenta en una cuenta personal (con la aprobación de RJA) únicamente para mantener acceso al contenido generado por el alumno (según lo permita la ley).

9. **Cumplimiento de FERPA:** El Proveedor reconoce que actúa como un "funcionario escolar" con un interés educativo legítimo bajo FERPA. El Proveedor garantizará el cumplimiento de FERPA y leyes estatales relacionadas (por ejemplo, no divulgar registros educativos de alumnos excepto como lo permite nuestro contrato y la ley). El Proveedor asistirá a RJA en proporcionar acceso a registros si es necesario y no hará divulgaciones no autorizadas.

10. **Cumplimiento de Todas las Leyes (COPPA, SOPIPA, etc.):** Si el servicio es utilizado por niños menores de 13 años, el Proveedor cumplirá con COPPA obteniendo el consentimiento verificable de los padres a través de RJA (o confirma que RJA puede consentir en nombre de los padres para uso educativo) y limitando la recopilación de datos como COPPA exige. El Proveedor también confirma el cumplimiento de las leyes de California aplicables, como la Ley de Privacidad de Información Personal de Alumnos en Línea (SOPIPA, por sus siglas en inglés) (que, entre otras cosas, reitera la prohibición de publicidad dirigida, la prohibición de vender datos, etc.), y AB 1584 (como se detalla en este resumen). El Proveedor no usará ningún dato de estudiantes de ninguna forma que viole estas leyes, y si una nueva ley impone requisitos adicionales, el Proveedor trabajará con RJA para cumplir rápidamente.

11. **Auditorías y Transparencia:** El Proveedor acepta cooperar razonablemente con RJA en cualquier auditoría o investigación necesaria relacionada con privacidad/seguridad de datos. Esto podría incluir proporcionar documentación de prácticas de seguridad, resultados de pruebas de penetración, o permitir que RJA (o un auditor tercero, con confidencialidad) revise los procedimientos de manejo de datos. El Proveedor también pondrá a disposición de RJA una Política de Privacidad en lenguaje claro y cualquier actualización futura de la misma, y notificará a RJA con anticipación de cualquier cambio material en las prácticas de datos, para que RJA pueda asegurar el cumplimiento continuo y obtener consentimientos adicionales si es necesario.

12. **Subprocesadores:** El Proveedor revelará cualquier subprocesador tercero (otras empresas) que utilice para procesar datos de alumnos de RJA (por ejemplo, un proveedor de alojamiento en la nube) y garantizará que cada subprocesador esté obligado por los mismos compromisos de privacidad/seguridad. El Proveedor permanece plenamente responsable por las acciones de los subprocesadores con respecto a los datos de RJA.

13. **Remedios por Incumplimiento:** El Proveedor reconoce que si incumple estas obligaciones de datos, RJA puede rescindir el contrato. Además, conforme a la ley de California, un contrato que no cumpla con los requisitos (o si el Proveedor no los acata) puede ser considerado nulo. En tal caso, el Proveedor deberá devolver o eliminar todos los registros de alumnos que tenga en su posesión y podría enfrentar consecuencias legales. El Proveedor indemnizará a RJA por cualquier daño o reclamación resultante de la falla del Proveedor en mantener estos compromisos (en la medida en que dicha indemnización esté incluida en el contrato principal).

Al firmar a continuación, el representante autorizado del Proveedor reconoce la recepción de este resumen y acuerda que estas disposiciones serán respetadas y ya sea que estén incorporadas en el contrato principal o que se cumplirán en la práctica como si lo estuvieran. Este resumen firmado puede adjuntarse y formar parte del contrato entre RJA y el Proveedor.

Nombre de la Empresa Proveedora: _____

Nombre del Representante Autorizado: _____ Cargo: _____

Firma (Representante del Proveedor): _____ Fecha: _____

Para Uso de RJA (AEL):
Revisado y aprobado por: _____ (Funcionario de RJA) Fecha: _____
Término del Contrato: Inicio _____ Final _____ (o "Hasta ser Rescindido")
Escuela(s)/Programa(s) de RJA relevante(s): _____

(Este resumen está de acuerdo con el Código de Educación 49073.1 y otras leyes al momento de la fecha de la política. Debe actualizarse si las leyes cambian. La firma del Proveedor en este documento significa su comprensión y acuerdo con las protecciones críticas de datos de estudiantes.)