



## DATA PROTECTION AGREEMENT

This Data Protection Agreement (the "DPA ") dated 06/23/2021, by and between Emmons School District 33 ("School District") and Khan Academy, Inc. ("Khan Academy"), is incorporated into and forms a part of the Khan Academy Terms of Service. This DPA is entered into between Khan Academy and the School District in order to assist the School District in the discharge of its duties to protect personal information in student educational records as required by applicable law. The Terms of Service and this DPA are collectively referred to hereinafter as the "Agreement ." To the extent the terms in this DPA conflicts with the Terms of Service, the DPA will govern to the extent of the conflict. Terms which are not defined herein have the meaning assigned in the Terms of Service.

The parties agree as follows:

**Nature of Services Provided.** Pursuant to the Terms of Service, Khan Academy will provide access to and use of the Khan Academy website, mobile application and related services (collectively, the "Service ") to students ("Students ") and School Personnel for educational activities under the direction of the School District.

**Student Records.** In the course of providing the Service, Khan Academy may collect or have access to Student Records. "Student Records" are information relating to a student which is personally identifiable, or which is linked to personally identifiable information in a manner that would allow a reasonable person to identify the student with reasonable certainty, and is (i) provided to Khan Academy by a student or by the School District, or (ii) collected by Khan Academy, during the provision of the Service to the School District pursuant to this Agreement. Student Records shall not include information a student or other individual may provide to Khan Academy independent of the student's engagement in the Service at the direction of the School District. As between the parties, the School District or the Student owns and controls all right, title and interest to all Student Records.

To be sure that personal information of Student Users is properly designated as "Student Records," Student User accounts must be (1) created by the School District, (for example, when a teacher creates the user name, login and password to establish School User accounts, or when the teacher rosters a class using Google Classroom, Clever, or similar single sign-on service), or (2) created by a School User at the direction of a School, in each case, using a School email address and associated with a School's class on the Service. User accounts created with a personal email address will not be Student Records but will remain subject to the privacy protections set out in the Khan Academy Privacy Policy. School District is solely responsible for ensuring the creation of Student User complies with these requirements. Use of Student Records. Khan Academy shall use Student Records solely for the purpose of (i) providing and supporting the Service; (ii) adaptive and/or

- Third party service providers which provide services to a School District. Khan Academy may share Student Records with third party service providers, such as providers of single-sign-on authentication services or learning management services (LMS), but only at the direction of a School District.
- To Khan Academy contractors and service providers. Khan Academy may provide Student Records to its employees and to certain third party service providers, such as data hosting or analytics providers, that have a legitimate need to access such information in order to provide their services to Khan Academy, subject to contractual obligations to maintain the confidentiality of such data to the same extent as provided in this Data Protection Agreement.
- Khan Academy may release personal information if we have a good faith belief that disclosure is reasonably necessary to (a) satisfy any applicable law, regulation, legal process, or enforceable governmental request; (b) enforce our Terms of Service (c) investigate and defend ourselves against any third-party claims or allegations; (d) detect, prevent or otherwise address fraud, security or technical issues; (e) protect the rights, property, or personal safety of Khan Academy, our users, or the public.

Use of De-Identified or Anonymized Data. Notwithstanding anything to the contrary herein, nothing in this Agreement shall prohibit Khan Academy, both during and after the term of the Agreement, to collect, analyze, and use data derived from Student Records, as well as data about users' access and use of the Service, for purposes of operating, analyzing, improving, or marketing or demonstrating the effectiveness of the Service, developing and improving educational sites, services, or applications, conducting research, or any other purpose, provided that Khan Academy may not share or publicly disclose information that is derived from Student Records, unless the data is de-identified and/or aggregated such that the information does not reasonably identify a specific individual.

Security. Khan Academy will implement administrative, physical and technical safeguards designed to prevent unauthorized access to or use of Student Records. For example, such safeguards shall include encryption and firewalls, employee training and education initiatives, vendor management, strong password policies and protections, and other data security protections. In the event of an unauthorized disclosure of Student Records, Khan Academy will take steps to investigate the incident and, where legally required by law, will notify the School District or the affected parent, legal guardian, or student over the age of 18, as appropriate.

Access to Student Records by School. Depending on the manner in which Khan Academy is used by the School, Khan Academy may provide access to certain Student Records and summarized or consolidated Student account usage data ("Student Analytics") to the School for the purpose of monitoring student usage and activity and evaluating the effectiveness of the School's use of the Service. Student Analytics may only be available for Student accounts using a School email address or login and which are associated with a School's teacher or coach. Contact Khan Academy if you have questions about setting up School accounts in order to gain access to Student Analytics.

Notices. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission to the designated email addresses specified herein or first class mail, postage prepaid, sent to the address for notice set forth below each party's signature below. Term and Termination. This Agreement will become effective upon execution by the Parties and will remain in effect unless and until School District provides written notice of termination by contacting Khan Academy at [schoolpartnerships@khanacademy.org](mailto:schoolpartnerships@khanacademy.org) or Khan Academy provides written notice of termination to the School District by contacting it the address for notice set forth in this Agreement. The terms of this Agreement will remain in effect as to all personally identifiable information and School Records provided to Khan Academy prior to termination.

Signatures. Each person signing this Agreement and any purchase order or other contract for services governed hereby represents and warrants that such person is duly authorized and has legal capacity to execute and deliver such agreement for its respective party.

Khan Academy, Inc.

School District

Emmons School Dist. 33  
School District Name

\_\_\_\_\_  
Signature

Janean Friedman  
Signature of Authorized Officer

Name: \_\_\_\_\_

Name: Janean Friedman

Title: \_\_\_\_\_

Title: Superintendent/Principal

Date: \_\_\_\_\_

Date: 6/24/21

Notice information for Khan Academy

Notice information for School District

Email:  
[schoolpartnerships@khanacademy.org](mailto:schoolpartnerships@khanacademy.org)

Email:  
[jfriedman@emmons33.org](mailto:jfriedman@emmons33.org)