GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and

Apple Valley Unified School District

("Originating LEA") which is dated   03-21-2025   , to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

districts@khanacademy.org
CC: privacy@khanacademy.org .

PROVIDER:_____**Khan Academy, Inc.**_____

BY: _____*Julia Cowles*_____Date: ___03-21-2025_____

Printed Name: _____Julia Cowles_____Title/Position: ___Vice President & General Counsel___

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the   Apple Valley Unified School District and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

LEA: Ceres Unified School District_____

BY: _____Date:___07/15/2025_____

Printed Name: Chris Higle_____ Title/Position: Chief Technology Officer_____

SCHOOL DISTRICT NAME: Ceres Unified School District_____

DESIGNATED REPRESENTATIVE OF LEA:

Name: ___Chris Higle_____

Title: ___Chief Technology Officer_____

Address: ___2503 Lawrence Street Ceres CA 95307_____

Telephone Number: ___2095561500_____

Email: ___chigle@ceres.k12.ca.us_____

1190353v1

LEA and Provider agree to the following additional terms and modifications:

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws**. LEA shall provide Student Data for the purposes of obtaining and using the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, school and school district policies, all as may be amended from time to time.

2. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data. LEA shall take reasonable precautions to ensure that any User Content created by the LEA, its teachers, or other authorized Users does not include Student Data.

ARTICLE IV: DUTIES OF PROVIDER

2. **Authorized Use**. The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA or applicable law.

4. **No Disclosure**. Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA, including, but not limited to, as authorized under statutes referred to herein. This prohibition against disclosure shall not apply to aggregate summaries Data, information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes:
(1) conducting and/or assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer dDe- iIdentified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such

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~~transfer~~. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which ~~dD~~e- ~~iI~~dentified ~~dD~~ata is presented.

6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA <u>and/or the Service Agreement,</u> if no written request ~~from the LEA~~ is received, Provider shall dispose of all Student Data <u>and student accounts no later than one hundred twenty (120) days following termination,</u> after providing the LEA with reasonable prior notice. <u>The timelines for disposition of data may be modified by any subsequent instruction by the LEA to retain student accounts, which will control in the case of a conflict.</u> The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**.

7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. <u>Targeted Advertising is strictly prohibited. However, t</u>his section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees <u>that are not considered Targeted Advertising</u>; or (iii) to notify account holders about new education product updates, features, or services <u>that are not considered Targeted Advertising or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits</u>.

ARTICLE V: DATA PROVISIONS

2. **Audits.** <u>At least annually, Provider will obtain a Service Organization Controls (SOC) 2 Type II audit, or other commercially reasonable security audit, which attests to Provider's security policies, procedures, and controls, and which is performed by an independent third party based on recognized industry standards. Provider will make results of such controls review or audit available to LEA upon request.</u> No more than once a year, or following unauthorized access~~,~~ ~~upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA.~~ the LEA may make reasonable inquiries of the Provider regarding the use of the LEA's Student Data and the security measures undertaken by the Provider to protect said Student Data. The Provider will <u>also</u> cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's ~~facilities~~ staff, agents and LEA's Student Data and all records pertaining to the

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Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

ARTICLE VII: MISCELLANEOUS

1. **Termination**. In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any ~~s~~Service ~~a~~Agreement ~~or contract~~ if the other party breaches any terms of this DPA.

EXHIBIT "C"
DEFINITIONS

Service Agreement: Refers to the corresponding Contract, Purchase Order or Terms of Service, ~~or~~ Terms of Use, and/or any other formal agreement that outlines the terms and conditions governing the relationship and obligations between the Provider and the LEA for services covered by this DPA.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data containing PII. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not ~~constitute that~~ include De-Identified Data or information that has been anonymized ~~or de-identified~~, or anonymous usage data regarding a student's use of Provider's services.

EXHIBIT G: Supplemental State Terms for California & AI Addendum

2. **Amendment to ARTICLE II, § 2.2.1**. of the DPA (Parent, Legal Guardian and Student Access) is amended as follows:

In accordance with California Education Code § 49073.1(b)(2), should the Provider store or maintain Student-Generated Content, the Provider shall, upon request from the LEA, and may,

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pursuant to a process approved by the LEA, provide a mechanism for students to retain ownership of the content they create, which shall include text or images generated by Artificial Intelligence, to be defined below. The Student Generated Content to be transferred comprises work stored in the student account as part of the standard services functionality, consistent with Provider's data deletion policies. Furthermore, this NDPA does not impede the ability of students to download, export, or otherwise save or maintain their own Student Generated Content directly from Provider or for Provider to provide a mechanism for such download, export, transfer or saving to students, or the student's parent or legal guardian including transferring the Student-Generated Content to a personal account or establishing a Personal Login to retain the account and associated Student-Generated Content. The transferred content may include digital records of student progress or skill attainment based on student interaction with Provider's services. Nor does it impede the ability of Providers to offer LEAs features to allow such ability.

3. **Amendment to ARTICLE I, to include the addition(s) of § 4 & 4.1 & 4.2:**

4. **Use of Artificial Intelligence.** If the Services described in Exhibit "A" require Provider to use AI, ownership of Student Data shall remain with the District or Student. The Provider is prohibited from using or reproducing Student Data for AI training or content generation without prior written consent from the District. Written consent may be obtained by contractual clauses in the Services Agreement, supplemental written consent documentation or via action taken in district administrator product settings. Furthermore, sub-licensing Student Data for these purposes is strictly prohibited without explicit written permission from the parents or eligible pupils. Access to District-provided Student Data is limited to authorized users unless granted in writing by the LEA or otherwise permitted under this DPA.

   4.1 **Hallucinations.** Provider will provide notice in the event that any feature of the services it provides is modified to include AI functions. Provider further represents that it will monitor the Hallucination rate of the service and take industry standard methods to reduce Hallucination rates.

   4.2 **Collection of Student Data and AI Use.** The Provider must complete the attached AI Schedule of Data.

4. **Amendment to Article IV, to add a new Section 8**

8. **Algorithmic Biases**. The Provider certifies that any AI technologies used in facilitating the Services are audited for biases and fairness and, if necessary, Provider shall implement strategies to identify and mitigate any discriminatory effects or biases in AI decision-making. Upon request by the LEA, the Provider shall provide the LEA an abstract or summary of findings of that portion of the audit pertaining to algorithmic bias.

   Furthermore, Student Data, as defined elsewhere in the DPA, shall not be used for training purposes or to develop synthetic and/or inferred data without prior written consent from the District and/or parents or eligible pupils as provided in Section 3 of this Exhibit G. All other provisions of the DPA shall remain in effect.

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5. **Amendment to Exhibit C: Definitions shall be amended to include the following terms:**

Algorithmic Bias: Where an algorithm produces systematically prejudiced outcomes favoring certain groups or disadvantaging others based on characteristics like gender, race, age, ethnicity or other protected attributes.

Artificial Intelligence (AI): Refers to systems that display intelligent behavior by analyzing their environment and taking action, with some degree of autonomy, to achieve specific goals.
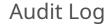
Hallucination: A response by an artificial intelligence to a user request or query that is incorrect, nonsensical or misleading that may appear to be factually correct.

Describe how Student Data is Used:

Any other information related to Provider's use of AI:

The Provider certifies that any AI technologies used in facilitating the Services are regularly audited for biases and fairness and, if necessary, Provider shall implement strategies to identify and mitigate any discriminatory effects or biases in AI decision-making. Furthermore, Student Data, as defined elsewhere in the DPA, shall not be used for training purposes or to develop synthetic and/or inferred data except as permitted in this DPA. All other provisions of the DPA shall remain in effect.

J.C.   *P.S.*   29

Envelope ID: 2078414

Exhibit E.pdf

Original SHA256:
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Generated at: July 15, 2025 05:01 PM PDT

bwise@ceresk12.ca.us,chigle@ceres.k12.ca.us

Ceres Unified School District

IP: 47.45.44.230

User agent: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/138.0.0.0 Safari/537.36

Time zone: America/Los_Angeles

*LEA

Ceres Unified School District

SIGNATURE FIELD 1

DATE FIELD 1

07/15/2025

*LEA REP

Chris Higle

*LEA REP TITLE

Chief Technology Officer

*LEA ADDRESS

2503 Lawrence Street Ceres CA 95307

*LEA PHONE NUMBER

2095561500

*LEA EMAIL

chigle@ceres.k12.ca.us

Event Log

July 15, 2025 05:01 PM PDT	**Form viewed** by Ceres Unified School District
July 15, 2025 05:01 PM PDT	**Submission started** by Ceres Unified School District
July 15, 2025 05:01 PM PDT	**Submission completed** by Ceres Unified School District