

# **VENDOR SPECIFIC STUDENT DATA PRIVACY AGREEMENT**

**CA-NDPA Vendor Specific  
Version 1.5**

**(01.28.25)**

**Apple Valley Unified School District  
and  
Khan Academy, Inc.**

This DPA will expire three years from 03-21-2025

This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between:  
Apple Valley Unified School District , located at 12555 Navajo RD, Apple Valley, CA 92308  
(the “**Local Education Agency**” or “**LEA**”) and  
Khan Academy, Inc. , located at PO Box 1630, Mountain View, CA 94042  
(the “**Provider**”).

**WHEREAS**, the Provider is providing educational or digital services to LEA.

**WHEREAS**, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations  
and

**WHEREAS**, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

**NOW THEREFORE**, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
  - ☒ If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.
  - ☒ If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
  - ☒ If checked, LEA and Provider agree to the additional terms of modifications set forth in **Exhibit “H”**.
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “**Services**”).
6. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:      Assistant Superintendent,  
Name: Patrick Schlosser Title: Educational Services  
Address: 12555 Navajo RD, Apple Valley, CA 92308  
Phone: (760) 247-8001 Email: pat\_schlosser@avusd.org

The designated representative for the Provider for this DPA is:  
Name: Jason Hovey Title: Director, School Partnerships  
Address: PO Box 1630, Mountain View, CA 94042  
Phone: 650-336-5426 Email: districts@khanacademy.org  
CC: privacy@khanacademy.org

**IN WITNESS WHEREOF**, LEA and Provider execute this DPA as of the Effective Date.

**LEA: Apple Valley Unified School District**

By: Patrick Schlosser Date: 03-31-2025

Printed Name: Patrick Schlosser Title/Position: Assistant Superintendent,  
Educational Services

**PROVIDER: Khan Academy, Inc.**

By: Julia Cowles Date: 03-21-2025

Printed Name: Julia Cowles Title/Position: Vice President & General Counsel

## **STANDARD CLAUSES**

Version 3.0

### **ARTICLE I: PURPOSE AND SCOPE**

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

### **ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

### ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **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.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

### ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
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.
3. **Provider Employee Obligation.** Provider shall require all of Provider’s employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
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. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified 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) 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 de-identified 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 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 de-identified data 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, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. 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. This 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; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

## **ARTICLE V: DATA PROVISIONS**

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits**. 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 Provider will 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 Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
  - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
    - i. The name and contact information of the reporting LEA subject to this section.
    - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
    - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
    - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
  - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
  - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

## **ARTICLE VI: GENERAL OFFER OF TERMS**

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

## **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 service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.



5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

## EXHIBIT "A" DESCRIPTION OF SERVICES

This DPA applies to the use of Khan Academy Districts service (the "**District Service**") through School Accounts created by or at the direction of the LEA and which is provided pursuant to the Khan Academy Districts Terms of Service and entered into through execution of an order form between the LEA and Khan Academy (collectively, the order form and Khan Academy Districts Terms of Service form the "**Service Agreement**"). School Accounts are defined in, and must be established in accordance with, the [Terms of Service](#). The District Service is a premium, subscription-based service that is offered as a complement to Khan Academy's website located at <http://khanacademy.org> and related mobile applications and online services (the "**Website**"), through which it provides educational services, including, but not limited to, educational content, and other products and services that Khan Academy may provide now or in the future. The District Service may include Khanmigo (an AI-powered educational guide with interactive activities and chat functionality) and AI-enabled tools .

Access to the Website and use of the standard features is provided free of charge, and is governed by and further described in Khan Academy's [Terms of Service](#) and [Privacy Policy](#). Each student, teacher, and other LEA personnel enrolled in the District Service is registered with an individual user account on the Website. Website features:

- allow teachers and coaches to assign lessons to learners and monitor learning progress
- allow students to complete assignments or pursue independent learning
- permit users to connect their account to other authorized users who can view the account activity, including a parent or legal guardian ("**parent**"), or others as permitted by the intended functionality of the Services Website (this function may be limited to School Personnel included in the district's roster and may exclude parents at the request of the LEA)
- permit users to post or respond to questions relating to learning activities on the Website (this function may be disabled at the request of the LEA)
- offer additional educational programs (e.g., test prep, scholarship programs) through the Website
- in-app or emailed communications relating to the educational Services (Program Communications) that are not Targeted Advertising
- provide Program Communications relating to additional educational resources.

The Services include features enabled by Artificial Intelligence. LEA shall take reasonable precautions to ensure that its authorized users are aware of safe practices for use of Artificial Intelligence technologies and to ensure that its authorized users are advised to avoid including Student Data in User Content created using the Service.

Khan Academy may engage in research studies or assist the LEA in conducting research and other studies at the request or direction of the LEA.

Students or teachers may have personal accounts in addition to School Accounts and may associate their School Accounts with their personal accounts. Additionally, they may choose to create personal login information to their School Account to provide access to the account for activity outside of school ("**Personal Login**").

Parents may elect to create a personal account on the Website associated with their child's account and monitor their child's learning activity. This DPA does not apply to personal accounts (or information users provide to Khan Academy through such personal accounts). Personal account activity is governed by Provider's Website Terms of Service and Privacy Policy. If Khan Academy receives a request from a parent of a student requesting access to or correction of information in the student's account, Khan Academy may provide direct assistance to the parent relating to parent accounts, and parents may access information in the student's account, consistent with the functionality of the Services. Notwithstanding the foregoing, LEA will be responsible for satisfying access, correction or deletion requests that can be addressed using the available functionality of the Services.

In the course of providing its Services, Khan Academy may communicate with users generally via the Services or by sending Program Communications to users, or otherwise engage with users in connection with activities relating to personal accounts. 'Program Communications' means in-app or emailed communications relating to the educational Service, including prompts, messages and content relating to the use of the Service, for example; onboarding and orientation communications, recommendations for use of the Service, prompts for students to complete, or teachers to assign exercises or provide feedback as part of the learning exercise, periodic activity reports, suggestions for additional learning activities in the Service, service updates, and information about special or additional programs offered through the Services or offered to complement the programs offered through the Service.

Upon termination of the subscription for the Service or deletion of accounts at the request of the LEA, prior to disposition of the student account in connection with the disposition of data under Article IV, Section 6, Provider may enable students or their parent or guardian to transfer Student Generated Content to a personal account on the Website or create a Personal Login to enable ongoing access. The transfer process may be accomplished as provided in this paragraph or as otherwise agreed between the Provider and the LEA. Prior to disposition of the student account, Provider may inform the student or the student's parent or guardian of the planned disposition of the account and options for retaining the Student Generated Content in a personal account. The student (if an eligible student) or their parent or guardian will be asked to confirm that they wish to maintain the account for personal use by providing their consent or instruction to maintain the account. In each case, requirements relating to transfer of data will be satisfied by transfer to a personal Khan Academy account or establishing a Personal Login credential to allow the student to maintain their account, and the mechanism for transfer may be accomplished by adding a Personal Login rather than creating a separate account. With the approval of the LEA, the Student Generated Content may include the student's learning activity on the Service, including digital records of student progress or skill attainment based on student interaction with the service. [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 as described herein.](#)

In addition to the District Services for School Accounts covered by this DPA, Khan Academy allows users to create free Website accounts, and offers supplemental services to school districts and educational agencies to facilitate implementation by the district or agency. These supplemental services are provided under separate terms of service and data protection terms that address the specific features and use of data for those services. This DPA does not apply to Khan Academy Kids mobile application, Khan Academy Kids Classroom Service, or MAP Accelerator services.

**EXHIBIT “B”**  
**SCHEDULE OF DATA**

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input checked="" type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input checked="" type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify: Gender is an optional field and not required to provide the Service.	<input checked="" type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify: Teachers may choose to identify the school. Grade level info may be provided or inferred from subjects studied.	<input checked="" type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts/ health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input checked="" type="checkbox"/>
	Student app username	<input checked="" type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input checked="" type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>
	Other student work data -Please specify: Information about use of the Website and activities on the Website, including use and engagement with Khanmigo.	<input checked="" type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/ performance scores	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>
Other	<p>Please list each additional data element used, stored, or collected by your application: The data provided by the LEA varies depending on LEA's practices and use of the Website, including use of rostering or single sign on services. Certain data elements identified above are provided by the account holder (user) based on the individual user's interactions with the Website.</p> <p>Items marked are either required for provision of the Service, are customarily provided in the course of providing the Service, or are optional. The data provided by the LEA typically includes data to identify the user account (username and school email address), the user's date of birth and class assignment data (teacher and assignments on the Service). Additionally, the LEA may provide supplemental data (for example, demographic information, test scores) or other types of data for purposes of conducting efficacy analyses, pedagogical research or similar analyses. Collection of student email depends on the rostering method. If the LEA rosters through Clever or ClassLink, then the Clever ID (or ClassLink ID, as may be applicable) is sent for rostering.</p> <p>Individual users may provide additional data as part of their interaction with the Services. For example, user communications may include customer support requests or optional comments posted on the Website, if provided by a user. Users may complete optional surveys and survey questions may be used in connection with optional programs offered on the Website (Learnstorm).</p> <p>Khanmigo uses the ChatGPT technology provided by a subprocessor, OpenAI. This educational AI-powered learning tool offers both interactive activities and chat functionality resulting in user generated content prompted by user inputs. Learners are instructed not to include personal data in inputs.</p>	<input checked="" type="checkbox"/>
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>



I have reviewed and selected only the Data Elements that we need to collect in order to provide the services.

## **EXHIBIT "C"**

### **DEFINITIONS**

**De-Identified Data and De-Identification:** Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**Operator:** means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

**Originating LEA:** An LEA who originally executes the DPA in its entirety with the Provider.

**Provider:** For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

**Student Generated Content:** The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

**School Official:** For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

**Service Agreement:** Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

**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. 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 information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

**Subprocessor:** For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

**Subscribing LEA:** An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Targeted Advertising:** means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**Third Party:** The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."



## **EXHIBIT "D"**

### **DIRECTIVE FOR DISPOSITION OF DATA**

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

#### 1. Extent of Disposition

\_\_\_\_\_ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

\_\_\_\_\_ Disposition is complete. Disposition extends to all categories of data.

#### 2. Nature of Disposition

\_\_\_\_\_ Disposition shall be by destruction or deletion of data.

\_\_\_\_\_ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

#### 3. Schedule of Disposition

Data shall be disposed of by the following date:

\_\_\_\_\_ As soon as commercially practicable.

\_\_\_\_\_ By \_\_\_\_\_

#### 4. Signature

\_\_\_\_\_  
Authorized Representative of LEA

\_\_\_\_\_  
Date

#### 5. Verification of Disposition of Data

\_\_\_\_\_  
Authorized Representative of Company

\_\_\_\_\_  
Date

**EXHIBIT "E"**  
**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 statutes; (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:** \_\_\_\_\_

BY:

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

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

SCHOOL DISTRICT NAME: \_\_\_\_\_

DESIGNATED REPRESENTATIVE OF LEA:

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

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

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

## EXHIBIT "F"

### DATA SECURITY REQUIREMENTS

#### Adequate Cybersecurity Frameworks 2/24/2020

Below is a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles ("Cybersecurity Frameworks") that may be utilized by Provider.

#### Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
<input type="checkbox"/>	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input checked="" type="checkbox"/>	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization	Information technology – Security techniques – Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

## EXHIBIT G: Supplemental State Terms for California & AI Addendum

This Amendment for State Terms for California ("**Amendment**") is entered into on the date of full execution (the "**Effective Date**") and is incorporated into and made a part of the Student Data Privacy Agreement ("**DPA**") by and between:

**Apple Valley Unified School District**, located at 12555 Navajo RD, Apple Valley, CA 92308  
(the "**Local Education Agency**" or "**LEA**") and  
**Khan Academy, Inc.**, located at PO Box 1630, Mountain View, CA 94042  
(the "**Provider**").

All capitalized terms not otherwise defined herein shall have the meaning as defined in the attached DPA.

**WHEREAS**, the Provider is providing educational or digital Services to LEA. ,

**WHEREAS**, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. §1232g (34 C.F.R. Part 99); and the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. §6501-6506 (16 C.F.R. Part 312), applicable laws, and

**WHEREAS**, the Provider and LEA agree that additional and modified sections are required to address the use of Artificial Intelligence ("AI") as part of the services or product provided; and

**WHEREAS**, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

**NOW THEREFORE**, for good and valuable consideration, LEA and Provider agree to the following:

1. **Term**. Unless otherwise terminated by the Parties, this Amendment shall remain effective for the duration of the attached DPA.
2. **Amendment to ARTICLE II, § 2**. 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, 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. 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. 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. 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 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. 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. All other provisions of the DPA shall remain in effect.

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:**

Khan Academy's AI-Enabled features include tools and activities (such as an AI-powered educational guide with interactive activities and chatbot feature (Khanmigo), and essay-writing activity) that allow the user to input free text into a chat or document. Data input into the AI-enabled feature may be used to personalize the learner experience (for example, if a student provides input that it likes soccer, Khanmigo may generate a math word problem using soccer balls or soccer players).

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

AI-enabled features include features that provide feedback and insights and productivity tools for creating documents. Users are advised that the output must be subject to human review and is not to be relied upon to generate grades.

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. All other provisions of the DPA shall remain in effect.

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

**LEA:** Apple Valley Unified School District

**BY:** Patrick Schlosser **DATE:** 03-31-2025

**Printed Name** Patrick Schlosser **Title/Position** Assistant Superintendent, Educational Services

**Provider:** Khan Academy, Inc.

**BY:** Julia Cowles **DATE:** 03-21-2025

**Printed Name** Julia Cowles **Title/Position** Vice President & General Counsel

### AI Addendum (METHODS EMPLOYED BY THE AI)

The following information correlates to how the Provider will use AI in the delivery services to LEA.

Type of AI Used	Description/Common Uses	Optional	Required
Intelligent Tutoring Systems/agents (ITS)	<i>Personalized instruction based on students' individual learning needs and progress</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Adaptive Learning/Assessment Platforms	<i>Adjusts the difficulty level and content of learning materials based on the student's performance and learning pace</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Natural Language Processing (NLP)	<i>Analyze and understand students' written or spoken responses, providing feedback or assistance in language learning tasks.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Machine Learning-based Recommended Systems	<i>Recommend educational resources, such as books, videos, or exercises, based on students' preferences, learning styles, and performance history.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Virtual Assistants (i.e. Alexa, Siri, Merlyn Mind)	<i>Provide automated and personalized support by handling tasks, answering questions, and managing workflows.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Chatbots/LLMs (i.e. ChatGPT)	<i>Facilitate automated and interactive communication; provides instant responses to questions and assists with various tasks through natural language processing.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Data Analytics and Predictive Modeling	<i>Analyze historical data and identify patterns to forecast future trends and inform strategic decision-making.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Gamification and/or Personalized Learning Paths	<i>Enhance engagement and optimize individual learning experiences by incorporating game-like elements and/or tailoring educational content to each learner's unique needs and progress.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Computer Vision (i.e. CNNs, GANs)	<i>Interpret, analyze, and generate visual data, mimicking human visual perception for applications such as image recognition, object detection, and image synthesis.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Recommender Systems/Filtering (i.e. KNN, TF-IDF)	<i>Analyze user preferences and behavior to suggest personalized content, products, or services</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Translation (i.e. Transformer, DeepL)	<i>Translate text from one language to another, leveraging advanced machine-learning techniques to understand and generate human-like language translations.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Neural Machine Translation (NMT)	<i>Algorithms used to provide accurate and fluent translations by understanding and processing entire sentences as opposed to individual words or phrases.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Speech Recognition (i.e. DNNs, Wav2Vec)	<i>Convert spoken language into text by accurately identifying and processing the acoustic signals of human speech.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Type of AI Used	Description/Common Uses	Optional	Required
Time Series Analysis (i.e. ARIMA, LSTMs)	Analyze and interpret temporal data points to identify patterns, trends, and seasonal variations, aiding in forecasting and decision-making.	<input type="checkbox"/>	<input type="checkbox"/>
Reinforcement Learning (i.e. Q-Learning, DQNs)	Teaches optimal behaviors and decision-making policies by interacting with an environment and receiving feedback through rewards and penalties.	<input type="checkbox"/>	<input type="checkbox"/>
Dimensionality Reduction i.e. (PCA, t-SNE)	Reduces the number of variables in a dataset while preserving as much variability and information as possible to simplify analysis and visualization.	<input type="checkbox"/>	<input type="checkbox"/>
Other Types of AI Used	Specify other types of AI here:	<input type="checkbox"/>	<input type="checkbox"/>
Purpose of AI Use	Description	Optional	Required
Personalized learning	Customized learning to match a students' strengths, weaknesses, and learning styles.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Enhanced Teaching and Learning	Assist teachers in delivering more effective instruction and help students grasp difficult concepts more easily.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Automated Grading and Feedback	Automate the grading for assignments, quizzes, and exams; provides immediate feedback to students.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Identifying Learning Gaps	Analyze student performance data to identify areas where students are struggling and provide targeted interventions to address learning gaps.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Supporting Special Education	Additional support and accommodations for students with special needs, including personalized learning plans and assistive technologies	<input type="checkbox"/>	<input type="checkbox"/>
Promoting Engagement and Motivation	Gamification elements and interactive learning experiences; increase student engagement and motivation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Administrative Support	Assist with administrative tasks such as scheduling, grading, and managing educational resources	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parental Engagement	Provide parents with insights into their student's academic progress, for communication and collaboration between parents, students, and teachers	<input type="checkbox"/>	<input type="checkbox"/>
Other Purpose(s) for AI Use	Specify other purpose(s) for AI here:  The service is available with or without access AI-Enabled customer features. Provider also offers free AI-Enabled tools for teachers. LEA may elect to purchase KAD without Khanmigo, and teachers may	<input checked="" type="checkbox"/>	<input type="checkbox"/>

elect not to use AI-Enabled Teacher Tools. Therefore, AI Features are listed as optional. Features in development may recommend additional learning activities or resources based on user activity.

<b>Student Data Collected With Use of AI</b>	<b>Description</b>	<b>Optional</b>	<b>Required</b>
Student Name	<i>First and/or Last</i>	<input type="checkbox"/>	<input type="checkbox"/>
Date of Birth	<i>Student's date of birth</i>	<input type="checkbox"/>	<input type="checkbox"/>
Student ID Numbers	<i>Unique identification numbers to students for record-keeping purposes.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Demographic Information	<i>Gender, race, ethnicity, nationality, language spoken at home, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Academic Records	<i>academic performance, grades, attendance, disciplinary history, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Special Education Information	<i>Individualized education plans (IEPs), accommodations, special needs, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Health Information	<i>Physical or mental health conditions, medications, allergies, medical history, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Biometric Data	<i>Fingerprints, facial recognition, or voiceprints for authentication or identification</i>	<input type="checkbox"/>	<input type="checkbox"/>
Behavioral Data	<i>Behavior, interactions with educational materials, engagement levels, learning preferences, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Location Information	<i>Track locations, GPS-enabled devices, attendance tracking systems, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Input Data	<i>Information fed into an AI model or algorithm, which is used to train, validate, and test the model to make predictions or perform specific tasks.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Other Student Data	<i>Specify other Student Data here:</i> Khan Academy does not use AI to collect personal data from or about the student. AI enabled features allow users to input free text. Users are advised to not include personal data in AI inputs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
No AI used at this time	<i>Provider will immediately notify LEA if this designation is no longer applicable.</i>	<input type="checkbox"/>	<input type="checkbox"/>

☒ All requested AI Elements have been identified in this Exhibit and are correct at time of signature.

*J.C.*





**EXHIBIT "H" – Additional Terms or Modifications**  
Version \_\_\_\_\_ Khan Academy, Inc.

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 ~~de- i~~identified 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~~

~~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 ~~dDe-identified dD~~data 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 and/or the Service Agreement, if no written request ~~from the LEA~~ is received, Provider shall dispose of all Student Data and student accounts no later than one hundred twenty (120) days following termination, after providing the LEA with reasonable prior notice. 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. 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. Targeted Advertising is strictly prohibited. However, this 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 that are not considered Targeted Advertising; or (iii) to notify account holders about new education product updates, features, or services that are not considered Targeted Advertising or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

## ARTICLE V: DATA PROVISIONS

2. **Audits.** 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. 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 also 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

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,

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.

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.*

# CERTIFICATE *of* SIGNATURE

REF. NUMBER  
POYBV-CR2D2-KGLMY-HJGWW

DOCUMENT COMPLETED BY ALL PARTIES ON  
31 MAR 2025 23:30:49 UTC

## SIGNER

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## TIMESTAMP

SENT  
21 MAR 2025 23:21:00 UTC

VIEWED  
22 MAR 2025 00:26:26 UTC

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## RECIPIENT VERIFICATION

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31 MAR 2025 23:30:16 UTC

