

DATA PROTECTION AGREEMENT

This Data Protection Agreement (the “DPA”) dated 1/30/2019 by and between Scotts Valley Unified School District (“**School District**”) and Khan Academy (“**Khan Academy**”), is incorporated into and forms a part of the Khan Academy Terms of Service. The Terms of Service and this DPA are collectively referred to hereinafter as the “**Agreement**.” To the extent the terms in this DPA conflicts with the Terms of Service, the DPA will govern to the extent of the conflict. Terms which are not defined herein have meaning in the Terms of Service.

The parties agree as follows:

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

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

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

Use of Student Records. Khan Academy shall use Student Records solely for the purpose of (i) providing and supporting the Service; (ii) adaptive and/or customizing student learning; (iii) maintaining, developing, supporting, improving, or diagnosing its sites, services, or applications; (iv) as otherwise contemplated by the Agreement, and (v) as permitted with the consent of the parent or guardian, Student or the School District, provided, however, that nothing in this Agreement shall prohibit the Student's ability to save or maintain control over information associated with the Student's account (including, for example, activity and achievement history) by establishing or converting the account to a personal account on the Khan Academy Service or by transferring, sharing, or linking such information to a personal account.

Prohibited Use of Student Records. Khan Academy shall not:

- a. Use Student Records for any purpose other than as explicitly specified in the Agreement;
- b. Sell, rent transfer, share or otherwise provide Student Records to any third party without the consent of the School District, parent or guardian or eligible student, except as permitted by this Agreement or permitted by applicable law;
- c. Use or disclose Student Records collected through the Service (whether personal information or otherwise) for behavioral targeting of advertisements to Students.
- d. Use Student Records to amass a profile of a Student other than for the purpose of supporting an educational purpose or as authorized by the School District or a parent; or
- e. Use Student Records in a materially different manner than as described in this Agreement and in the Khan Academy Privacy Policy.

Disclosure of Student Records. Khan Academy shall disclose Student Records only for the purpose of providing and supporting the educational Service; at the direction of the Student, School District; and as otherwise provided in this Agreement. For clarity, **certain aspects of Student Records, such as a user name or profile information, may be shared with or visible to other users, Coaches or the public through the Service.** For example, if a School User posts content in the discussion forums, the School User's user name and profile information will be visible to others. Please

contact Khan Academy if you have questions about controlling account settings to restrict the visibility of information on the Service.

In addition, the types of individuals and organizations to which Khan Academy may disclose Student Records could include:

- Third party organizations to jointly provide an educational service. From time to time, Khan Academy may partner with third party organizations to jointly provide an educational service. Khan Academy will not share any personal information with these partners without consent of, and at the direction of, a Student or School District.
- Third party service providers which provide services to a School District. Khan Academy may share Student Records with third party service providers, such as providers of single-sign-on authentication services or learning management services (LMS), but only at the direction of a School District.
- To Khan Academy contractors and service providers. Khan Academy may provide Student Records to its employees and to certain third party service providers, such as data hosting or analytics providers, that have a legitimate need to access such information in order to provide their services to Khan Academy, subject to contractual obligations to maintain the confidentiality of such data to the same extent as provided in this Data Protection Agreement.

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

Security. Khan Academy will implement administrative, physical and technical safeguards designed to prevent unauthorized access to or use of Student Records. For example, such safeguards shall include encryption and firewalls, employee training and education initiatives, vendor management,

strong password policies and protections, and other data security protections. In the event of an unauthorized disclosure of Student Records, Khan Academy will take steps to investigate the incident and, where legally required by law, will notify the School District or the affected parent, legal guardian, or student over the age of 18, as appropriate.

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

Data Sharing for Research Purposes. Khan Academy and a School District may mutually agree to share data for the purpose of conducting pedagogical research, efficacy studies and similar analyses, including joint research (“Research Activities”). In connection with Research Activities, the School District may provide Khan Academy with certain end-user data (in aggregate or de-identified form only), and Khan Academy may provide supplemental data and analyses to the School District. The parties may elect to enter into a supplemental agreement (or amendment to this agreement) with respect to provision and use of Student Analytics and/or data sharing referred to in this paragraph.

Use of Supplemental Data Provided by Khan Academy. School District agrees that (i) Khan Academy owns all right, title and interest in and to Student Analytics and data provided by Khan Academy for Research Activities, (ii) the School District will use all such data only for the School District’s internal uses relating to its research, development and reporting needs, and (iii) the School District will not sell, transfer or otherwise convey, disclose to third parties, or publicize Student Analytics, data provided by Khan Academy for Research Activities, or performance data (including research findings) attributable to use of Khan Academy, without Khan Academy’s prior written approval.

Student Record Access and Retention. Khan Academy shall establish reasonable procedures by which a parent, legal guardian, or student may review personally identifiable information on the

Students' records and correct erroneous information. Khan Academy may not be able to respond to requests to revise or delete information in all circumstances and may direct certain requests to the School District as needed. At time upon request from the School District or otherwise within reasonable period of time following our receipt of the School District's notice of termination of the Agreement, Khan Academy shall delete or de-identify Student Records, except for where data is aggregated and de-identified or a Student chooses to establish or maintain a personal account with Khan Academy, either by retaining possession and control of their own account information, or by transferring or linking their own account information to a personal account.

Compliance with Laws. We understand it is important to our partner schools that their use of the Khan Academy Service complies with their responsibilities under the Family Educational Rights and Privacy Act ("FERPA"), and other privacy laws and regulations. This Data Protection Agreement and our Service are designed to help Schools protect personal information from students' educational records as required by FERPA, and Khan Academy agrees to collect and disclose Student Records only as described herein. Both parties agree to uphold their responsibilities under the Children's Online Privacy and Protection Act ("COPPA"). We rely on the School to provide appropriate consent and authorization for a student under 13 to use the Service and for Khan Academy to collect personal information from such student, as permitted by COPPA.

Term and Termination. This Agreement will become effective upon execution by the Parties and will remain in effect unless and until School District provides written notice of termination by contacting Khan Academy at schoolpartnerships@khanacademy.org. Agreed to by the parties below.

Khan Academy, Inc.

Scotts Valley Unified School District

Signature



Signature of Authorized Officer

Its: _____

Its: Tanya Krause, Superintendent
Printed Name & Title of Authorized Officer

Date: _____

Date: January 28, 2019