



DATA PROTECTION AGREEMENT

This Data Protection Agreement (the “DPA”) dated 4-24-2020, by and between Miles City School District #1 (“School District”) and Khan Academy, Inc. (“Khan Academy”), is incorporated into and forms a part of the Khan Academy Terms of Service. This DPA is entered into between Khan Academy and the School District in order to assist the School District in the discharge of its duties to protect personal information in student educational records as required by applicable law. The Terms of Service and this DPA are collectively referred to hereinafter as the “Agreement.” To the extent the terms in this DPA conflicts with the Terms of Service, the DPA will govern to the extent of the conflict. Terms which are not defined herein have the meaning assigned in the Terms of Service.

The parties agree as follows:

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

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

To be sure that personal information of Student Users is properly designated as “Student Records,” Student User accounts must be (1) created by the School District, (for example, when a teacher creates the user name, login and password to establish School User accounts, or when the teacher rosters a class using Google Classroom, Clever, or similar single sign-on service), or (2) created by a School User at the direction of a School, in each case, using a School email address and associated with a School’s class on the Service. User accounts created with a personal email address will not

be Student Records but will remain subject to the privacy protections set out in the Khan Academy Privacy Policy. School District is solely responsible for ensuring the creation of Student User complies with these requirements.

Use of Student Records. Khan Academy shall use Student Records solely for the purpose of (i) providing and supporting the Service; (ii) adaptive and/or 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 this Agreement, as directed by the School District and/or as otherwise legally permissible, including, without limitation, for adaptive learning or customized student learning;
- 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, Parent or School District; as required or permitted by law 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, School Personnel 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.
- Khan Academy may release personal information if we have a good faith belief that disclosure is reasonably necessary to (a) satisfy any applicable law, regulation, legal process, or enforceable governmental request; (b) enforce our Terms of Service (c) investigate and defend ourselves against any third-party claims or allegations; (d) detect, prevent or otherwise address fraud, security or technical issues; (e) protect the rights, property, or personal safety of Khan Academy, our users, or the public.

Use of De-Identified or Anonymized Data. Notwithstanding anything to the contrary herein, nothing in this Agreement shall prohibit Khan Academy, both during and after the term of the Agreement, to collect, analyze, and use data derived from Student Records, as well as data about users' access and use of the Service, for purposes of operating, analyzing, improving, or marketing

or demonstrating the effectiveness of the Service, developing and improving educational sites, services, or applications, conducting research, or any other purpose, provided that Khan Academy may not share or publicly disclose information that is derived from Student Records, unless the data is de-identified and/or aggregated such that the information does not reasonably identify a specific individual.

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

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

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 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"). The School District is responsible for parent consent and notification requirements as set forth in the Terms of Service. The School District understands that Khan Academy relies on the School District to (i) 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, and (ii) comply with FERPA requirements regarding the disclosure of any Student Data that will be shared with Khan Academy and FERPA parental consent requirements (including by complying with conditions for an applicable exemption).

Notices. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission to the designated email

addresses specified herein or first class mail, postage prepaid, sent to the address for notice set forth below each party's signature below.

Term and Termination. This Agreement will become effective upon execution by the Parties and will remain in effect unless and until School District provides written notice of termination by contacting Khan Academy at schoolpartnerships@khanacademy.org or Khan Academy provides written notice of termination to the School District by contacting it the address for notice set forth in this Agreement. The terms of this Agreement will remain in effect as to all personally identifiable information and School Records provided to Khan Academy prior to termination.

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

Khan Academy, Inc.

School District

Miles City School District #1

School District Name

Catherine Wang

Signature

Lenore Phaff Bricco

Signature of Authorized Officer

Name: Catherine Wang

e: Lenore Phaff Bricco

Title: VP Marketing & Partnerships

Title: District Clerk

Date: 4/24/2020

Date: 4-24-2020

Notice information for Khan Academy

Notice information for School District

Email:
schoolpartnerships@khanacademy.org

Email:
lbricco@milescity.k12.mt.us