

## DATA PROTECTION AGREEMENT: INSTRUCTIONS

### INSTRUCTIONS FOR EDUCATORS:

Khan Academy has registered on the Connecticut Educational Software Hub to facilitate Connecticut schools' compliance with Conn. Gen. Stat. Ann. § 10-234aa-dd. Educators wishing to use Khan Academy in the classroom must satisfy their own compliance obligations by verifying that their school is a party to the Khan Academy Data Protection Agreement (typically entered into by the relevant school district). Educators may not rely on Khan Academy's registration on the Hub alone to satisfy their compliance obligations. Educators also must ensure that student accounts are created in the manner described in Khan Academy's Data Protection Agreement under the section entitled "Student Records," so that accounts established for classroom use are properly identified as associated with a specific Connecticut school or school district.

To ensure that Khan Academy usage is compliant with Connecticut Law, an educator must confirm compliance with the following steps:

- Verify that your school district has entered into an agreement with Khan Academy, including the Khan Academy Data Protection Agreement with Connecticut Addendum.
- Establish user accounts for students ("Student User accounts") on the Khan Academy service in the manner described in Khan Academy's Data Protection Agreement.
- Ensure that user accounts use a school email address and are associated with a school's class on Khan Academy.

Educator is solely responsible for ensuring the creation of Student User accounts complies with these restrictions.

Note that user accounts created with a personal email address will be governed by the privacy protections set forth in the Khan Academy privacy policy, but will not be designated as "Student Records" subject to additional protections under the Khan Academy DPA and Connecticut Law Addendum.

### INSTRUCTIONS FOR DISTRICTS:

This agreement is designed to be entered into between Khan Academy and school districts, covering use of Khan Academy platform in classrooms in that district. School districts wishing to enter into the Khan Academy Data Protection Agreement should complete, sign and return the completed agreement as follows:

- Page 1 - Fill in your school district name at the top
- Page 6 - Fill in your school district name; sign; print the name and title of the person signing; add the date
- Page 8 - In paragraph 6, fill in the contact details for receipt of notices under Conn. Gen. Stat. Ann. § 10-234dd
- Send the completed form to [schoolpartnerships@khanacademy.org](mailto:schoolpartnerships@khanacademy.org)
- This instruction page can be discarded.



## DATA PROTECTION AGREEMENT

This Data Protection Agreement (the "DPA") entered into by and between COLCHESTER PUBLIC SCHOOLS ("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 DPA is entered into as of the date set forth on the signature page hereto. The Khan Academy terms of Service are posted on our website at <https://www.khanacademy.org/about/tos>. The Khan Academy Privacy Policy is posted on our website at <https://www.khanacademy.org/about/privacy-policy>.

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. Use of the website is governed by the Terms of Service.

**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 herein.

**Term and Termination.** This Agreement will become effective upon execution by the Parties and will remain in effect unless and until School District provides written notice of termination by contacting Khan Academy at [schoolpartnerships@khanacademy.org](mailto:schoolpartnerships@khanacademy.org) or Khan Academy provides written notice of termination to the School District by contacting it the address for notice set forth in paragraph 6 of the Addendum to 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**

Catherine Wang

Signature

Name: Catherine Wang

Title: VP Marketing & Partnerships

Date: 12/2/2019

COLCHESTER PUBLIC SCHOOLS

School District Name

Jeffrey Burt

Signature of Authorized Officer

Name: JEFFREY BURT

Title: SUPERINTENDENT

Date: 12/2/19

## Connecticut Addendum

(Applicable to Schools located in the State of Connecticut  
that are subject to Conn. Gen. Stat. Ann. § 10-234aa-dd)

This Addendum applies to the use of the Service by Schools located in the State of Connecticut, and is incorporated into and forms a part of the Khan Academy Terms of Service and Data Protection Addendum (collectively, along with this Addendum, the “Agreement”). The parties agree that the purpose of this Addendum is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively referred to as “Student Records”), in accordance with Conn. Gen. Stat. Ann. § 10-234aa-dd. To the extent that any term in this Addendum conflicts with other terms in this Agreement, the terms of this Addendum shall apply. This Addendum incorporates by reference the definitions set forth in Conn. Gen. Stat. Ann. § 10-234aa.

1. Student Records are not the property of or under the control of Khan Academy.
2. The School District may request the deletion of Student Records at any time by contacting us at [schoolpartnerships@khanacademy.org](mailto:schoolpartnerships@khanacademy.org) to request deletion of Student Records associated with the School District’s use of Khan Academy, except in instances where such data is (A) otherwise prohibited from deletion or required to be maintained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by Khan Academy. Please note, Khan Academy is not required to delete information which has been aggregated and de-identified. We will also not be able to delete information associated which a School User has associated with a personal account, either by retaining possession and control of their own account information, or by transferring or linking their own account information to a personal account.
3. Khan Academy will not use Student Records for any purposes other than those authorized pursuant to the Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Records and correct erroneous information, if any, by contacting their School District. Khan Academy will respond to such requests in accordance with instructions sent by an authorized School District representative to at [schoolpartnerships@khanacademy.org](mailto:schoolpartnerships@khanacademy.org).



5. Khan Academy will take actions designed to ensure the security and confidentiality of Student Records.

6. Khan Academy will promptly notify the School District in accordance with the provisions of section 10-234dd when there has been an unauthorized release, disclosure or acquisition of Student Records. The notice shall be sent to:

School District Contact (Name): JEFFREY BURT

Email: JBURT@COLCHESTERCT.ORG

Telephone: 860-537-7208

7. Student Records shall not be retained or available to Khan Academy upon expiration of this Agreement, except for where data is aggregated and de-identified such that it cannot be used to identify an individual Student or a where 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.

8. Khan Academy and the School District shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time.

9. The laws of the state of Connecticut shall govern the rights and duties of Khan Academy and the School District.

10. If any provision of this Addendum is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.

## **DATA SECURITY STATEMENT**

Khan Academy cares deeply about the security of users' personal information. We take measures to protect against the unauthorized access, use, alteration, or destruction of personal information, including but not limited to, the following:

- The use of HTTPS (SSL/TLS) to protect sensitive information from unauthorized access.
- Advising its developers to implement and maintain secure coding practices.
- The use of full-disk encryption on all laptops and workstations.
- Encryption of sensitive data using AES 256 encryption, in transit and at rest.
- Employee training on security protocols and communication requirements designed for early risk detection.
- Deployment of 2-factor authentication on web-accessible log-ins where possible.
- Use of salted hashes of sensitive information where appropriate.
- Khan Academy requires that developers use accepted industry practices for security application code. These include guarding against Cross-Site Scripting (XSS) attacks, following authentication best practices, ensuring secure session management, and handling all user input with care.

Note that as security needs and technologies change, the practices described in this Security Statement may be modified and updated to address evolving threats. Khan Academy reserves the right to modify its security procedures and tools as appropriate, at its sole discretion.