

RENEWAL ORDER

Khan Academy, Inc
 P.O. Box 1630
 Mountain View, CA 94042



CONTACT INFORMATION FOR DETROIT PUBLIC SCHOOLS COMMUNITY SCHOOL DISTRICT

CUSTOMER INFORMATION

Start Date:	July 1, 2024
End Date:	June 30, 2025
Bill To:	Detroit Public Schools Community School District
Address:	3011 W. Grand Blvd.
City/State/Zip:	Detroit, MI 48202
Primary Contact:	Tony Hawk
Email:	tony.hawk@detroitk12.org
Phone:	313-303-7880
Billing Contact Name:	Charlene Jefferson
Billing Contact Email:	accounts.payable@detroitk12.org
Billing Frequency:	Annual
Payment Term:	Net-30
Billing Contact:	invoice@khanacademy.org
Primary Contact:	Jason Feig
Email:	Jasonfeig@khanacademy.org
Phone:	517-234-9096

RENEWAL ORDER INFORMATION

KHAN ACADEMY DISTRICTS				
Product	Quantity	Grades	Subjects*	Fees
Khan Academy Districts	16,090	8-12	Math, Science, DSAT	\$80,450
Professional Learning	27 live-virtual hours	Professional learning sessions will be selected from your customized learning plan.		Included
Additional Professional Learning	Six (6) one day (6 hours) in-person: \$3,000			Additional Professional Learning: \$18,000
Contract Fees for Khan Academy Districts: \$98,450				

KHANMIGO FOR DISTRICTS			
Product	Quantity**	Allocation	Fees***
Khanmigo for Districts - Teaching Assistant	300 teachers	8-12	\$0
Khanmigo for Districts - Student Tutor	670 students	8-12	\$10,050
Khanmigo for Districts - Administrator	90	Administrator account can be allocated to either school or district administrator at the election of Customer	Included
			Contract Fees for Khanmigo for Districts: \$10,050
Total Contract Fees for Khan Academy Districts and Khanmigo for Districts: \$108,500			

TERMS AND CONDITIONS

The scope of services to be provided are described below. The services will be provided pursuant to Khan Academy’s Terms of Service for the District Service as executed between Khan Academy, Inc. (“**Khan Academy**”) and Detroit Public Schools Community District (the “**Customer**”) on August 24, 2020 (“**Terms of Service**”), which are incorporated herein by reference, as modified by this Renewal Order (the “**Order**”). This Order, together with the Terms of Service and the Khanmigo Addendum (located at Attachment 1), are referred to as the “**Agreement.**” In the event of conflict between the terms of this Order and the Terms of Service, the terms of this Order shall control.

The Khan Academy District services to be provided comprise rostering support for schools and teachers via Clever SecureSync or ClassLink, data insights on district and school level Website usage provided through district administrator reports, implementation support upon onboarding at the beginning of the academic year, and priority technical support for teachers and staff, and professional learning/training and other services set forth below. All technical support will be provided by the customer support team via Khan Academy’s online help center portal. The scope of services is amended to include Khan Academy’s AI learning guide called Khanmigo, provided pursuant to the Khanmigo Addendum located at Attachment 1.

Licenses: Services will be provided to the number of students set forth above, and their associated teachers.

***Subjects:** Subjects are identified for rostering and implementation support. Upon notice to (and approval by) Khan Academy, Customer may request a change to the indicated subjects.

****Quantity:** The individuals assigned Khanmigo for Districts will be implemented at the school level. Khanmigo for Districts - Teaching Assistant is a precondition for implementing Khanmigo for Districts - Student

Tutor. In other words, a school cannot have Khanmigo for Districts - Student Tutor without implementing Khanmigo for Districts - Teaching Assistant, and all students accessing Khanmigo need to have a teacher with Khanmigo for Districts - Teaching Assistant.

Term: Services are provided for a term of one year, commencing on July 1, 2024, and ending on June 30, 2025. Under no circumstance shall the term of the contract extend beyond June 30, 2025 without a written amendment to this Agreement executed by the Parties in writing (including a renewal purchase order).

****Fees:** Total fees (excluding those for any additional professional learning) are calculated based on the number of student licenses. Except as agreed between the parties in writing, each party will bear its own expenses. Discounts or fee waivers are one-time only and apply only to the Term specified in this Order.

Khan Academy Districts Service Fees: The per-student amount of Khan Academy's standard subscription price (\$10.00 per student) is waived and included as part of the Khanmigo for Districts subscription price (\$35.00 per user).

Khanmigo for Districts Fees: The per-teacher amount represents a 100% discount from the standard Khanmigo for Districts Teaching Assistant add-on subscription price (\$35.00 per teacher). The per-student amount represents a 29% discount from the standard Khanmigo for Districts Student Tutor add-on subscription price (\$35 per student).

Khanmigo for Districts provides Customer a daily individual allocation of up to 40,000 tokens per user.

[Signature Page Follows]

SIGNATURES

The parties may execute this Order in counterparts, each of which is an original, and the counterparts constitute one and the same Order. The parties may also deliver and accept facsimile or electronically scanned signatures, which bind a party as if the signature were an original.

By its signature below, each party confirms its acceptance of this Order as set forth herein. Each person signing this Order represents and warrants that such person is duly authorized and has legal capacity to execute and deliver this Order for its respective party. This proposal will become binding upon the signature of both parties, with the date of last signature (the "Effective Date").

Khan Academy, Inc.

Signature: *Jason Hovey*

Name: Jason Hovey

Title: Director School Partnerships

Date: Jun 24, 2024

**Customer: Detroit Public Schools
Community School District**

Signature: *[Handwritten Signature]*

Name: *Nikola P. Vitti, Ed.D*

Title: *Superintendent*

Date: *7/24/2024*

Attachment 1 Khanmigo Addendum

Set forth below is the Khanmigo Addendum (“**Addendum**”) made between Khan Academy and Customer. This Addendum governs the use of certain new features, technologies, or services in development (“beta” previews or otherwise experimental prototypes) of Khan Academy’s AI enabled learning guide and AI enabled learning activities (“**Khanmigo**”). Terms used but not defined herein have the meanings assigned in the agreement currently in effect governing your subscription for the Khan Academy Districts Service (“**Customer Agreement**”).

1. Pilot Program.

1.1 Purpose. Customer understands and acknowledges that Khanmigo is offered as part of a pilot program (“**Pilot**”) that will allow Customer to access Khanmigo, a Beta. Customer acknowledges that access to Khanmigo is being offered on a pilot basis to enable Khan Academy to test, evaluate, modify and improve AI-enabled features and their classroom applications, including by collecting Customer feedback on Khanmigo.

1.2 Customer Participation. In connection with the Pilot, Customer, and Customer’s participating School Personnel and Students (referred to as authorized Users) will participate in User testing activities led by members of Khan Academy’s product design team (“**User Experience Feedback**”). Customer will: (i) Identify specific school staff, teachers, and students for participation in the feedback program (“**Participants**”), and connect the Khan Academy Contact with these Participants; (ii) collaborate with Khan Academy to communicate with the Participants about the expectations and benefits of Khanmigo for Districts and User Experience Feedback, including interviews with Participants, classroom observations, surveys, and testing sessions for new features; (iii) identify a cohort of teachers to participate in monthly virtual conversations; (iv) participate in user experience surveys to be filled out by both students and teachers, at least two for students and four for teachers; and coordinate with Khan Academy classroom observations at least twice per academic year. Such classroom visits will be in person or virtual, depending upon the needs of the Customer and Khan Academy.

1.3 Feedback. We encourage and welcome your feedback on Khanmigo. As part of the Pilot, Customer, and Customer’s authorized Users, may identify errors or bugs, may provide feedback on the user experience, and provide other ideas, suggestions, guidance or other information related to Khanmigo (collectively, deemed “**Feedback**”). Khan Academy may solicit Feedback from you, and from participating School Personnel and Students via surveys, interviews, observations, or other interactions. You and your authorized Users may also provide Feedback to us by labeling Output with a thumbs up or thumbs down, or otherwise directly offering Feedback in the Pilot Feature itself or otherwise. By submitting suggestions or other Feedback, you agree that we (or our licensees) can (but do not have to) use, share, and otherwise exploit such Feedback for any purpose without compensation to you.

1.4 Token limits. Customer acknowledges that: (i) each User is subject to individual daily limits for tokens (“**Daily Individual Allocation**”); (ii) Khanmigo token usage (and access to Khanmigo) is subject to the Daily Individual Allocations; (iii) the Daily Individual Allocations expire daily; and (iv) Khan Academy may throttle usage of tokens if Customer or its Users to prevent depletion of Daily Individual Allocations, or as otherwise needed to manage spikes (also referred to as bursts) or other events impacting performance, capacity, safety,

or security.

2. School Access.

2.1 Eligible Accounts. Khanmigo will be enabled on certain accounts for School Personnel and, if eligible, Students that are included in current subscriptions for the Khan Academy Districts Service. Use of Khanmigo is governed by Customer Agreement and this Addendum.

2.2 Access to Khanmigo. Khan Academy will provide access to Khanmigo at Customer's direction and in accordance with its instructions. Customer shall specify the School Personnel (and, if Students are included, the Students and classes) who are authorized to access Khanmigo.

2.3 Incorporated Guidelines. When using Khanmigo, you will be subject to any additional posted Guidelines we provide. It is your obligation to educate participating School Personnel and, if eligible, Students on responsible use of AI in general and Khanmigo specifically. We strongly encourage that you require authorized Users to review any available guidance prior to accessing Khanmigo. For instance, authorized Users should be aware that Khanmigo may make mistakes and the authorized User needs to fact check the response provided (referred to as Output below).

2.4 Management of User Accounts. For the Khanmigo for Districts User Accounts, (1) You will first roster students and teachers for Khan Academy Districts through their Rostering Service to set up the School Accounts; (2) You will identify a specific individual responsible for Khanmigo for Districts implementation and overall rostering maintenance ("**Implementation Lead**"); (3) subject to the Khanmigo for Districts Order Information, You will then provide Khan Academy with a list of your Users eligible for Khanmigo for Districts, where any Student Account with Khanmigo for Districts enabled will also identify the corresponding teacher that has Khanmigo for Districts enabled ("**Identified Khanmigo Users**"); (4) Khan Academy will then activate those accounts by acting on your instructions for Identified Khanmigo Users; (5) you will timely validate proper activation; and (6) throughout the Term, you will ensure that all students with Khanmigo for Districts – Student Tutor have a teacher with Khanmigo for Districts - Teaching Assistant. For the allocation of administrator User Accounts, Customer may determine whether to allocate to a school administrator or district administrator. If Customer wishes to obtain additional seats for administrators, then such additional seats will need to be licensed Khanmigo for Districts - Teaching Assistant User Accounts.

3. Use of Khanmigo.

3.1 Permitted Use; Prohibited Conduct. Access to Khanmigo is provided solely for Customer's educational purposes, as an aid to classroom instruction and to guide learners in mastery learning. You must use the Khanmigo in compliance with all applicable laws, rules, and regulations. You shall not, nor permit any of your authorized Users to, engage in any conduct using the Website that is "Prohibited Conduct" under the Website TOS or otherwise prohibited under this Section 3.1 (Permitted Use; Prohibited Conduct). In addition, You shall not use Khanmigo in a manner that violates any OpenAI Policy, including their Sharing and Publication Policy and Usage Policy. The following uses of Khanmigo are considered Prohibited Conduct:

- Use of Khanmigo to generate the following types of content: hate speech or hateful content; defamatory or discriminatory content, including references about religion,

race, sexual orientation, gender, nationality, ethnic origin; unlawful or promoting unlawful activity; harassment; promotion or glorification of violence; promotion or depiction of self-harm or harm to individuals, organizations or society; sexually explicit content; misleading political speech; electoral or political campaign materials; false or misleading content; misinformation; malware or other software intended to cause harm; or any content that would infringe upon the intellectual property rights of others.

- Use of Khanmigo to commit any act of educational dishonesty, or to mislead any person that Output generated use of AI features included in Khanmigo is human-generated.
- Use of Khanmigo for assessment purposes or to make decisions about a student, teacher, principal, or other School Personnel.
- Participation in any prompt injection attack or other attempt to interfere with intended functionality of Khanmigo.

Khan Academy reserves the right, but does not have any obligation, to, in its sole discretion, determine whether any AI Content violates our Prohibited Conduct terms, and can refuse, remove, or edit such AI Content, and may remove access to Khanmigo at any time for non-compliance with these terms.

3.2 Privacy Guidance. Khanmigo enables users to interact with a “large language model,” an artificial intelligence tool developed and maintained by OpenAI. While Khanmigo places some constraints on use of the underlying model, such constraints are still in development and cannot be relied upon to screen user queries or filter responses that are returned to users. Khanmigo is not intended to be used to process personally identifiable information. YOU ARE ADVISED NOT TO, AND TO INSTRUCT YOUR AUTHORIZED USERS NOT TO, INCLUDE ANY PERSONALLY IDENTIFIABLE INFORMATION IN CHAT QUERIES SUBMITTED TO KHANMIGO.

3.3 Student Use. School Personnel whose Student Accounts include access to Khanmigo are responsible for educating their students on responsible use of Khanmigo, including Prohibited Conduct, refraining from submitting any personally identifiable information in Input submitted to Khanmigo, and avoidance of plagiarism. You have the obligation to monitor and approve the use of Khanmigo for Student Users, and we strongly recommend adult oversight. In all instances, you will ensure that all Student Accounts with access to Khanmigo have a teacher with Khanmigo for Districts - Teaching Assistant. In other words, Khanmigo for Districts - Teaching Assistant is a precondition for implementing Khanmigo for Districts - Student Tutor. In other words, Customers cannot have Khanmigo for Districts - Student Tutor without implementing Khanmigo for Districts - Teaching Assistant, and all students accessing Khanmigo need to have a teacher with Khanmigo for Districts - Teaching Assistant.

3.4 School Personnel Use. School Personnel should apply their judgment and discretion in use of all Khanmigo activities (including but limited to essay features) and should not rely solely (nor predominantly) on a feature for assessing a student’s performance. Khanmigo is a tool that assists School Personnel, and is not a replacement for the unique role of humans. As a part of Khanmigo for Districts, there is training for School Personnel on Khanmigo and use of AI within education. We also recommend School Personnel view our AI course on Khan Academy.

3.5 Features in Development: “As-Is” Terms; No Guarantees; No Representation or Warranties. Khanmigo

includes new technologies and features that are at an early stage of development, often referred to as alphas, betas, previews, or prototypes. Some of the features are still being tested, are known to make errors and to provide incorrect information at times, and may have other bugs. Khanmigo may not become fully developed or generally available. Khan Academy does not commit to maintaining any Pilot Feature and may change or remove Khanmigo at any time. You understand that Khan Academy is not obligated to provide support for Khanmigo. YOU ACKNOWLEDGE AND AGREE THAT KHANMIGO MAY FUNCTION FOR A LIMITED PERIOD OF TIME, HAVE LIMITED FEATURES, MAY MAKE ERRORS (INCLUDING, WITHOUT LIMITATION, MATH ERRORS), MAY REFLECT BIASED, INCOMPLETE OR INCORRECT INFORMATION, MAY PROVIDE OBJECTIONABLE OR OFFENSIVE RESPONSES, MAY NOT ACCOUNT FOR EVENTS OR CHANGES TO UNDERLYING FACTS OCCURRING AFTER THE AI MODEL WAS TRAINED, AND HAVE OTHER LIMITATIONS. YOU SHOULD NOT RELY ON THE FACTUAL ASSERTIONS IN OUTPUT WITHOUT INDEPENDENTLY FACT CHECKING THEIR ACCURACY. OUTPUT MAY APPEAR ACCURATE DUE TO ITS DETAIL OR SPECIFICITY BUT CONTAIN MATERIAL INACCURACIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CUSTOMER AGREEMENT, KHAN ACADEMY IS PROVIDING KHANMIGO "AS IS", AND KHAN ACADEMY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT, LIABILITIES, AND INDEMNIFICATION OBLIGATIONS OF ANY KIND. IN THE EVENT OF A CONFLICT BETWEEN THIS SECTION 3.5 AND ANY OTHER TERMS OF THE CUSTOMER AGREEMENT, THIS SECTION 3.4 WILL SUPERSEDE SUCH TERMS WITH RESPECT TO KHANMIGO.

4. AI Aided Content

4.1 User-Generated Content. You (and your authorized Users) may provide input to Khanmigo ("**Input**"), and receive output generated and returned by Khanmigo based on the Input ("**Output**"). Input and Output are collectively "**AI Content.**" AI Content is subject to the terms applicable to User Content set forth in Section 5 (User Content License Grant) of the Website TOS. For clarity, AI Content is User Content. You acknowledge that due to the nature of machine learning and the technology powering certain Khanmigo, Output may not be unique and the same or similar output may be provided to other users. Without limiting the terms of the Website TOS, you are responsible for the AI Content that you and your authorized Users generate, including for ensuring that you have rights to submit the Input and that your use of Input does not infringe upon the intellectual property rights of others or violate any applicable law or this Agreement.

4.2 Personal Use and Sharing. Khanmigo are intended for personal use and not to generate content for broad-based publication. It is your responsibility to review Outputs and double check Outputs with reputable sources. You may choose to share AI Content you generate for any legal, personal, non-commercial purpose, under the following conditions: (i) the role of AI in formulating the content is clearly and prominently disclosed; (ii) the content is attributed to your name or organization; (iii) topics of the content do not violate our terms on Prohibited Conduct; and (iv) you directly review the AI Content to ensure compliance with this Agreement. We kindly ask that you refrain from sharing Outputs that may offend others.

Force Majeure. If Khan Academy is unable to provide Khanmigo by reason of being unable to obtain access to services required to operate Khanmigo, or by reason of any law, regulation or administrative order, or by reason of any other cause beyond its reasonable control, Khan Academy may modify, suspend or terminate access to Khanmigo for such time as is reasonably necessary to address the cause. If Khan Academy is unable to restore access to Khanmigo within 30 days ("**Resolution Period**"), then Customer may notify Khan Academy after such Resolution Period of its intent to terminate its Khanmigo subscription. Customer's sole and exclusive

remedy to any such termination exercised under this Section 4.3 is to obtain a pro-rata refund representing the portion of any fees previously paid by Customer for the unused portion of Khanmigo measured from the effective date of termination.

KHANMIGO_DIST_01.02.2024

DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT
GENERAL FUND
FY 2025 PROPOSED BUDGET
YEAR ENDING JUNE 30, 2025

	FY 2023 Audited Actuals	FY 2024 Proposed Budget Amendment #2	FY 2025 Proposed Budget	Variance FY 2025 Proposed from FY 2024 BA #2
Revenue:				
Local sources	67,283,131	60,331,657	67,750,715	7,419,058
State sources	686,469,842	742,730,672	841,106,883	98,376,211
Federal sources	602,590,819	446,669,173	209,274,440	(237,394,733)
Intergovernmental	32,712,860	53,038,523	44,209,890	(8,828,633)
Total Revenue	1,389,056,652	1,302,770,025	1,162,341,928	(140,428,097)
Expenditures:				
Instruction	499,668,490	501,451,680	608,613,945	107,162,265
Support services				
Pupil services	124,915,663	107,740,841	124,929,585	17,188,744
Instructional staff support	68,767,830	54,821,939	70,907,747	16,085,808
General administration	10,208,014	8,437,558	8,890,821	453,263
School administration	57,511,276	53,436,675	56,883,436	3,446,761
Business office	12,979,718	17,916,291	14,158,900	(3,757,391)
Operations & maintenance	136,466,027	136,515,886	129,985,212	(6,530,674)
Transportation	39,972,138	43,747,008	46,582,254	2,835,246
Central support service	91,140,907	53,637,590	49,862,654	(3,774,936)
Athletics	4,723,331	4,342,212	3,265,361	(1,076,851)
Community service	8,227,572	9,418,727	11,803,646	2,384,919
Total Expenditures	1,054,580,966	991,466,406	1,125,883,562	134,417,156
Excess of Revenue Over Expenditures	334,475,686	311,303,619	36,458,366	(274,845,253)
Other Financing Sources (Uses)				
Sources				
Proceeds from sale of capital assets	1,529,115	2,500	-	(2,500)
Proceeds from insurance	4,416,124	7,929,858	3,067,110	(4,862,748)
Transfer from FMP Assigned Funds	-	26,741,524	199,046,255	172,304,731
Transfer from Food Service Fund	1,457,676	-	-	-
Total Sources	7,402,915	34,673,882	202,113,365	167,439,483
Uses				
Insurance Repairs	-	7,929,858	3,067,110	(4,862,748)
Facilities improvements (FMP)	-	26,741,524	199,046,255	172,304,731
Total Uses	-	34,671,382	202,113,365	167,441,983
Total Other Financing Sources (Uses)	7,402,915	2,500	-	(2,500)
Excess (deficiency) of Revenue and Other Sources Over (under) Expenditures and Other Uses	341,878,601	311,306,119	36,458,366	(274,847,753)
Fund Balance - Beginning	290,515,417	632,394,018	943,700,137	
Fund Balance - Ending	\$ 632,394,018	\$ 943,700,137	\$ 980,158,503	