COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION
CONTRACT EXTRACT
NOTICE OF RENEWAL

DATE:	June 30, 2023
CONTRACT COMMODITY/SERVICE: *(include contracting entity if cooperative)*	Business & Information Software for Workforce & Caerer Development
CONTRACT NUMBER:	iRFP 9573A
COMMODITY CODE:	924.86
CONTRACT PERIOD:	July 1, 2023 through June 30, 2024
RENEWAL OPTIONS:	Two (2) one-year renewal options through 2026
USER DEPARTMENT:	Schools
Contact Name:	Mac Beaton- Director Workforce & Career Development
Phone Number:	804-781-1810
Email Address:	mrbeaton@henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	Learn by Doing, Inc.
Address:	PO Box 3465
City, State:	Chicago IL 60654-0465
Contact Name:	Molly Cohen
Phone Number:	312-470-2290 Ext 709
Email address:	molly@albert.io
ORACLE SUPPLIER NUMBER:	350363
BUSINESS CATEGORY:	Non-Swam
PAYMENT TERMS:	Net 45
DELIVERY:	As needed and requested
FOB:	Destination
BUYER: Name:	Eileen M. Falcone CPPB
Title:	Assistant Division Director
Phone:	804-501-5637
Email:	Fal51@henrico.us

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.

***TOTAL SPEND FOR CONTRACTS 9573A,B and C MUST NOT EXCEED $100,000 OVER A 5-YEAR PERIOD**

**See spreadsheet in Sharepoint

2023-2024 School License Pricing

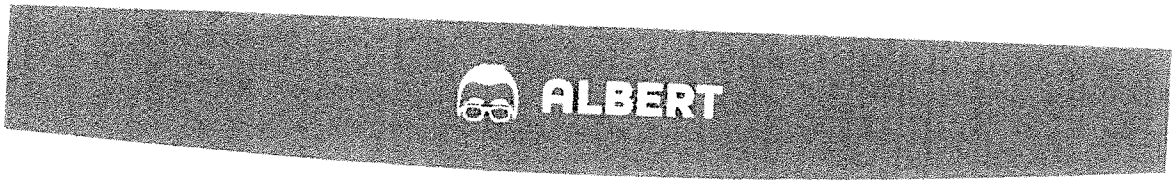
Licenses start at $12.36 per student with a volume discount that increases as the seat count increases. There is a linear discount applied to the price per student on all school licenses, which starts at a minimum of 100 licensed students.

Number of Seats	Total Cost	Price/Seat
100	$1,236	$12.36
105	$1,271	$12.10
200	$2,374	$11.87
500	$5,560	$11.12
1,000	$9,890	$9.89
1,500	$12,975	$8.65
2,000	$14,840	$7.42
2,500	$15,450	$6.18
2,500+	$15,450*	<$6.18*

2022-2023 School License Pricing

Licenses start at $12 per student with a volume discount that increases as the seat count increases. There is a linear discount applied to the price per student on all school licenses, which starts at a minimum of 100 licensed students.

Number of Seats	Total Cost	Price/Seat
100	$1,200	$12.00
105	$1,234	$11.75
200	$2,304	$11.52
500	$5,400	$10.80
1,000	$9,600	$9.60
1,500	$12,600	$8.40
2,000	$14,400	$7.20
2,500	$15,000	$6.00
2,500+	$15,000*	<$6.00*



2021-2022 School License Pricing

Licenses start at $12 per student with a volume discount that increases as the seat count increases. There is a linear discount applied to the price per student on all school licenses, which start at a minimum of 100 licensed students.

Number of Seats	Total Cost	Price/Seat
100	$1,176	$11.76
105	$1,234	$11.75
200	$2,304	$11.52
500	$5,400	$10.80
1000	$9,600	$9.60
1500	$12,600	$8.40
2000	$14,400	$7.20
2500	$15,000	$6.00
2500+	$15,000*	<$6.00*

A renewing client's price per student is impacted by the number of seats purchased and their license history. As a result, there may be slight variations in price-per-student, even within a single school district.

Reach out to you account manager or success@albert.io to license your school or discuss additional pricing information.

**We do not charge for any of the seats above $15,000, if a single building buys more than 2,500 seats.*

COMMONWEALTH OF VIRGINIA

County of Henrico

Non-Professional Services Contract
Contract No. 9573A

This Non-Professional Services Contract (this "Contract") entered into this 14th day of September 2021, by Learn by Doing, Inc. (the "Contractor") and the County School Board of Henrico, Virginia (the "HCPS")

WHEREAS HCPS has awarded the Contractor this Contract pursuant to Informal Request for Proposals No. 9573, (the "Informal Request for Proposal"), for Business and Information Software for Workforce and Career Development Students.

WITNESSETH that the Contractor and HCPS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to HCPS as set forth in the Contract Documents.

COMPENSATION: The compensation HCPS will pay to the Contractor under this Contract shall be in accordance with Attachment 1.

CONTRACT TERM: The Contract term shall be from the date HCPS executes this Contract to June 30, 2022. HCPS may renew the Contract for up to four (4) one-year terms giving 30 days' written notice before the end of the term unless Contractor has given HCPS written notice that it does not wish to renew at least 90 days before the end of the term.

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control and take precedence in the following descending order:

1. This Non-Professional Services Contract between HCPS and Contractor;
2. License Agreement Addendum (Exhibit A);
3. Data Security Agreement (Exhibit B)
4. Contractor's Terms of Use Agreement and Privacy Policy (Exhibit C)
5. The General Contract Terms and Conditions included in the Informal Request for Proposal;
6. Contractor's Best and Final Offer dated July 26, 2021 (Exhibit D)
7. Contractor's Original Proposal dated June 21, 2021 (Exhibit E); and
8. The Scope of Services included in the Informal Request for Proposal.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

Learn by Doing, Inc.
PO Box 3465
Chicago, IL 60654-0465

Signature

Molly Cohen Schools Operations Manager
Printed Name and Title

9/14/21
Date

County School Board of Henrico, Virginia
406 Dabbs House Road
Henrico, VA 23273-0775

Digitally signed by: Oscar Knott
DN: CN = Oscar Knott email = kno008@henrico.us C = US O = County of Henrico, VA OU = Department of Finance - Purchasing Division
Date: 2021.09.16 10:31:59 -05'00'

Signature

Oscar Knott, CPP, CPPO, VCO
Purchasing Director
9/16/21
Date

APPROVED AS TO FORM
Alyssa D Brown 9/16/21
ASSISTANT COUNTY ATTORNEY

EXHIBIT A

LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia (the "**County**") and Learn by Doing, Inc. ("**Supplier**"), an Illinois corporation, are this day entering into an agreement for Non-Professional Services Request for Proposal 9573 - Business and Information Software for Workforce and Career Development Students (the "**Agreement**") and, for their mutual convenience, the parties are using the standard form contract ("Terms of Use Agreement and Privacy Policy") provided by Supplier ("**Contract**"). This License Agreement Addendum ("**LAA**"), duly signed by the County and Supplier (each a "**Party**"), is attached to and made a part of the Agreement and the Contract by incorporation, and with the Agreement governs the use of any and all software licensed by the County under the Agreement (the "**Software**") and this LAA.

Supplier's Contract is generally acceptable to the County, with the exceptions noted in this LAA below. Despite the general acceptability of the Contract, certain standard clauses may appear in, or be incorporated by reference into, the Contract that cannot be accepted by the County. In consideration of the convenience of using Supplier's standard form contract without the necessity of specifically negotiating a separate contract document, the Parties specifically agree that any of the following provisions contained in the Contract are deemed void and will not have any effect and will not be enforceable against any Customer:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the Contract or requiring or permitting that any dispute under the Contract be resolved in any court other than the state courts located in Henrico County, Virginia;
2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by any Customer if the Contract is terminated before the end of its ordinary term;
3. Imposing any interest charge(s) contrary to that specified by § 2.2-4347 *et seq.* of the Code of Virginia;
4. Requiring the County to maintain any type of insurance for Supplier's benefit;
5. Granting Supplier a security interest in any property of the County;
6. Requiring the County to indemnify, defend, or to hold harmless Supplier or any other entity or person for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference Tit. 8.01 of the Code of Virginia);
8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the Contract and in which the County is a named party;
9. Binding the County to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
10. Obligating the County to pay costs of collection or attorney's fees;
11. Requiring any dispute resolution procedure(s) other than those in accordance with § 2.2-4363 *et seq.* of the Code of Virginia;
12. Permitting Supplier to access any of the County's records or data, except pursuant to court order;
13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes;
14. Requiring the County to limit its rights or waive its remedies at law or in equity;
15. Bestowing any right, or incurring any obligation, that is beyond the duly granted authority of the undersigned representative of the County to bestow, or incur, on behalf of the County;

16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
17. Limiting the liability of Supplier for property damage, death, or personal injury;
18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the Contract, or any of its rights and obligations under the Contract, to any entity without the prior written consent of the County, except as set forth in paragraph 39 below;
19. Not complying with the contractual claims provision § 2.2-4363 of the Code of Virginia, which is also incorporated into this LAA and the Contract by reference;
20. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to the Contract only to the extent required by § 59.1-501.15 of the Code of Virginia;
21. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
22. Requiring that the County waive its sovereign immunity or its immunity;
23. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
24. Requiring or construing that any provision in this Contract conveys any rights or interest in the County's data to Supplier;
25. Requiring the use of foreign currency. The currency used for the Contract will be United States Dollars;
26. Obligating the County beyond approved and appropriated funding. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the County's Board of Supervisors. In the event of non-appropriation of funds for the items under the Contract, the County may terminate, in whole or in part, the Contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. The County shall provide written notice to the Supplier as soon as possible after legislative action is completed. There will be no time limit for termination due to termination for lack of appropriations;
27. Permitting unilateral modification of the Contract by Supplier;
28. Permitting termination by Supplier of the Contract or the licenses granted pursuant to the Contract, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction;
29. Requiring or stating that the terms of the Supplier's standard form contract will prevail over the terms of this LAA in the event of conflict;
30. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically continuing the Contract period from term to term;
31. Requiring that the Contract be "accepted" or endorsed by the home office or by any other officer subsequent to signing by an official of the County before the Contract is considered in effect;
32. Delaying the acceptance of the Contract or its effective date beyond the date of signing;
33. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract;
34. Permitting modification or replacement of the Contract pursuant to any new release, update or upgrade of Software, or subsequent renewal of maintenance. If Supplier provides any update or upgrade subject to additional payment, the County will have the right to reject such update or upgrade;

35. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal of maintenance, in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
36. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract;
37. Granting Supplier or an agent of Supplier the right to audit or examine the books, records, or accounts of the County; or

In addition to the provisions set forth above in this LAA, the Parties further agree as follows:

38. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted under the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.
39. Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to the third party so long as Supplier's assignee agrees in writing to be bound by the terms and conditions set forth in the Contract, and provided the third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia. Supplier may assign all or any of its rights and obligations to an affiliate of Supplier, provided Supplier remains liable for the affiliate's compliance with the terms and conditions set forth in this Contract
40. Supplier agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico County Public Schools), the County's officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, to the extent the claim in any way relates to, arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee or subcontractor of Supplier, (ii) any breach of any representation, warranty or covenant of Supplier contained in the Contract and LAA, (iii) any defect in the Software, or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software.
41. The County will only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses that have been authorized by the County in advance. The travel-related expenses will be reimbursable at the County's then-current per diem rates.
42. The County may require that Supplier personnel submit to a criminal background check prior to performance of any services under the Contract.
43. Payments for license fees, including subscription fees, and support services are only authorized to be made to the Supplier pursuant to the Contract.

Together with the Agreement, the Contract and this LAA constitute the entire agreement between the Parties and may not be waived or modified except by written agreement between the Parties.

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this License Agreement Addendum to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

Learn by Doing, Inc.

By: _____
(Signature)

Name: Molly Cohen
(Print)

Title: Schools Operations Manager

Date: 9/14/21

County School Board of Henrico County, Virginia

By _____
(Signature)

Digitally signed by: Oscar Knott
DN: CN = Oscar Knott email = kno008@henrico.us C = US O = County of Henrico, VA OU = Department of Finance - Purchasing Division
Date: 2021.09.16 10:31:23 -05'00'

Name: Oscar Knott
(Print)

Title: Purchasing Director

Date: 9/16/21

APPROVED AS TO FORM
Alyssa D Brown 9/16/21
ASSISTANT COUNTY ATTORNEY

ATTACHMENT E

HENRICO COUNTY PUBLIC SCHOOLS DATA SECURITY AGREEMENT

This Data Security Agreement ("Agreement") is agreed upon effective 6/21/21, 2018, by and between Learn by Doing, Inc., ("Vendor") and the County School Board of Henrico County, Virginia ("School Board" or "HCPS").

I. DEFINITIONS

A. **HCPS Data**: HCPS Data is any and all data that HCPS has disclosed to Vendor. For the purposes of this Agreement, HCPS Data does not cease to be HCPS Data solely because it is transferred or transmitted beyond HCPS's immediate possession, custody, or control.

B. **Data Breach**: The unauthorized access and acquisition of computerized data that materially compromises the security or confidentiality of confidential or sensitive personal information maintained by HCPS as part of a database of personal information regarding multiple individuals and that causes or HCPS reasonably believes has caused or will cause loss or injury to any HCPS constituent.

C. **System**: An assembly of components that supports an operational role or accomplishes a specific objective. This may include a discrete set of information resources (network, server, computer, software, application, operating system or storage devices) organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

D. **Contract**. Shall mean the contract between Vendor and HCPS outlining the services to be provided.

II. DISCLOSURE OF HCPS DATA

A. The Vendor shall not disclose HCPS Data in any manner that would constitute a violation of state or federal law or the terms of this agreement including, without limitation, by means of outsourcing, sharing, retransfer, or access, to any person or entity, except:

B. Employees or agents who actually and legitimately need to access or use HCPS Data in the performance of Vendor's duties to HCPS;

C. Such third parties, such as but not limited to, vendors, suppliers or subcontractors, but only after such third party has agreed in writing and in advance of any disclosure, to be bound by confidentiality terms at least as stringent as the terms of this Agreement; or

D. Any other third party approved by HCPS in writing and in advance of any disclosure, but only to the extent of such approval.

E. The Vendor may also store HCPS Data on servers housed in datacenters owned and operated by third parties, provided the third parties take reasonable precautions to protect the security and confidentiality of HCPS data.

III. USE OF, STORAGE OF, OR ACCESS TO HCPS DATA

A. Vendor shall only use, store, or access HCPS data:

1. In accordance with, and only to the extent permissible under the contract for services; and

2. In full compliance with any and all applicable laws and regulations, only to the extent applicable to Vendor, including the Family Educational Rights and Privacy Act (FERPA); and

B. Vendor agrees that the use, storage, and access to HCPS Data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. Vendor shall implement and maintain safeguards necessary to ensure the confidentiality, availability, and integrity of HCPS Data. Vendor shall also implement and maintain any safeguards required to be implemented by applicable state and federal laws and regulations.

C. HCPS reserves the right to request security information reasonably necessary to ascertain HCPS's own compliance with state and federal data privacy laws.

D. If Vendor becomes aware that HCPS Data may have been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Agreement or the Contract, Vendor shall use reasonable efforts to alert HCPS of any Data Breach within two business days, and shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the Data Breach. Vendor shall give highest priority to immediately correcting any Data Breach and shall devote such resources as may be required to accomplish that goal. Vendor shall provide HCPS information necessary to enable HCPS to fully understand the nature and scope of the Data Breach. Upon request, Vendor shall provide HCPS information about what Vendor has done or plans to do to mitigate any deleterious effect of the unauthorized use or disclosure of, or access to, HCPS Data. In the event that a Data Breach requires Vendor's assistance for mitigation, such assistance shall be provided at no cost to HCPS. HCPS may discontinue any services or products provided by Vendor and any payments to Vendor until HCPS, in its sole discretion, determines that the cause of the Data Breach has been sufficiently mitigated.

E. If Vendor is served with any subpoena, discovery request, court order, or other legal request or command that calls for disclosure of any HCPS Data, Vendor shall promptly notify HCPS in writing and provide HCPS sufficient time to obtain a court order or take any other action HCPS deems necessary to prevent disclosure or otherwise protect HCPS Data. In such event, Vendor shall provideHCPS prompt and full assistance in HCPS's efforts to protect HCPS Data. Where Vendor is prohibited by law from notifying HCPS of a legal request for HCPS Data, Vendor will comply with all applicable laws and regulations with respect to the requested HCPS Data.

F. Upon expiration or termination of the Contract, Vendor shall ensure that no Data Breach occurs and shall follow HCPS's instructions as to the preservation, transfer, or destruction of HCPS Data. The method of destruction shall be accomplished by "purging" or "physical destruction", in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Upon requestby HCPS, Vendor shall certify in writing to HCPS that return or destruction of data has been completed. Prior to such return or destruction, Vendor shall continue to protect HCPS Data in accordance with this Agreement.

G. This Agreement shall survive the expiration or earlier termination of the Contract. However, upon expiration or termination of the Contract, either party may terminate this Agreement.

FOR HCPS:

FOR VENDOR: Learn by Doing, Inc.

John B. Wack	Molly Cohen
Name	Name
John B. Wack	MCohn
Signature	Signature
Chief Financial Officer	Schools Operations Manager
Title	Title
09/15/2021	6/21/21
Date	Date

EXHIBIT C

Terms of Use/Privacy Policy

Terms of Use

Welcome to www.albert.io (the "Site"), an online platform that provides educational products and services (the "Services," and together with the Content (defined below) and the Site, the "Platform"), including, without limitation, educational tests, exercises, tools, content and other materials ("Content") for individual users and educational institutions (collectively, "Users"). The Platform is operated by Learn By Doing, Inc. ("us," "we," or "Albert"), except and unless otherwise indicated.

PLEASE READ THE FOLLOWING CAREFULLY: BY ACCESSING OR OTHERWISE USING THE SITE, YOU ("YOU" OR "USER") AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, WHICH INCLUDE OUR PRIVACY POLICY (FOUND HERE: https://www.albert.io/privacy) ("PRIVACY POLICY") AND ANY OTHER RULES OR GUIDELINES THAT WE POST FROM TIME TO TIME (COLLECTIVELY, THE "TERMS"). IF YOU DO NOT AGREE TO ALL THE TERMS INCLUDED HEREIN, THEN YOU MAY NOT ACCESS OR USE THE PLATFORM.

IF YOU ARE UNDER THE AGE OF 13 (OR ARE OTHERWISE UNABLE TO ENTER INTO A CONTRACT), THEN YOU NEED TO GET YOUR PARENT OR GUARDIAN (USUALLY YOUR MOM OR DAD) TO GIVE US PERMISSION FOR YOU TO USE THIS SITE.

IF YOU ARE A PARENT OR GUARDIAN AND YOU GIVE US PERMISSION FOR YOUR CHILD (OR MINOR) TO REGISTER WITH THE SITE AND USE THE PLATFORM, THEN YOU AGREE TO BE BOUND BY THESE TERMS AS THEY RELATE TO YOUR CHILD'S USE OF THE SITE AND THE PLATFORM.

If you do not agree to abide by these or any future Terms, do not use or access (or continue to use or access) the Service or the Site. References to "use," "access," or "permission" (to use or access) the Platform refers to use, access, or permission to use or access the Platform in any way and to any extent.

RESTRICTED ACCESS

As mentioned above, in accordance with the Children's Online Privacy Protection Act ("COPPA"), if you are under the age of 13, you are not permitted to use the Platform without parental consent and an active school license. If you are a teacher or school administrator, you must collect parental consent before enrolling students under the age of 13 in Albert classes. Please review our Privacy Policy for more details.

If you believe, for any reason, that we have obtained any information from or about a User age under the age of 13 that has not been provided in compliance with these terms and our Privacy Policy, please contact us immediately at hello@albert.io.

YOUR ACCEPTANCE OF THE TERMS

These Terms constitute a binding legal agreement between you and Albert outlining your legal rights, obligations, and remedies arising from your use of the Platform. Our Privacy Policy (https://www.albert.io/privacy) provides information concerning our collection and use of your personal information, the terms of which are incorporated into these Terms. These Terms apply to anyone who accesses or uses the Platform. By using the Platform you are indicating your acceptance of the Terms and Privacy Policy, including any dispute resolution, arbitration, limitation of damages, and choice of law provisions.

We reserve the right to make changes at any time to the Platform and/or these Terms. Any modifications to the Terms will be effective upon posting, unless applicable law requires your affirmative consent, in which case, we will require such affirmative consent the next time you access the Platform. Your continued use of the Platform following the posting of any revised Terms will constitute acceptance of the modified Terms, including those modified Terms that you accepted through your affirmative consent.

If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority and are able to form this contract binding your employer, or the applicable entity, to these Terms; (ii) you have read and understand these Terms; and (iii) you agree, on behalf of the party that you represent, to these Terms.

USER ACCOUNTS

You must register for an account in order to gain access to and use certain parts of the Platform. You must provide true, accurate, current, and complete information when using the Platform, including when registering your account. You are also responsible for making sure this information remains current and up-to-date during your use of the Platform. You may not use, or register for, the Platform if your account has been previously suspended or removed by Albert.

When creating an account, you will be asked to provide a password. You are responsible for any activity under your account, so you must maintain the confidentiality of your password in order to prevent unauthorized access to, or use of, your account. If you believe that your account has been compromised and susceptible to unauthorized access or use (e.g., in the event of a loss, theft, or unauthorized disclosure or use of your account ID or password), then you must notify us at hello@albert.io. You may be liable for the activity that occurred under your account (including any losses incurred by Albert or others) due to any unauthorized use of your account.

By using, or registering for, the Platform, you represent that you have not been previously suspended or removed from the Platform and that your registration and your use of the Platform is in compliance with any and all applicable laws and regulations.

The Platform is not available The Site is not available to (a) any user previously suspended or removed from the Platform by Albert or (b) any person under the age of 13 [or under the age of

consent in the state in which you reside] whose registration has not been approved by a parent or legal guardian. By using or registering an account for the Services, you represent (a) that you have not been previously suspended or removed from the Services by Albert; (b) that you are either (i) at least 13 years of age [or are of the age of consent in the state in which you reside] or (ii) your parent and/or guardian has consented to your use of the Platform; and (c) that your registration and your use of the Services is in compliance with any and all applicable laws and regulations.

Child Users. If you are under the age of 13 ("Child User") [or are under the age of consent in the state in which you reside ("Minor User")], you may not use, or register to use, the Platform unless and until you have consent and approval from your legal parent or guardian. A Child User's [or Minor User's] registration process will be restricted until a parent or legal guardian consents to use of the Platform and assumes responsibility for the Child User [or Minor User] account.

Additionally, a Child User [or Minor User] may use the Platform if registered through certain educational organizations or, in certain cases, by Educator Users (as defined below) that have entered into a relationship directly with Albert and through which education organization or Educator User the legal parent and/or guardian of such Child User has consented to use of the Platform. Further, in certain instances, a Child User [or Minor User] may use our Platform via one of the third party applications that integrate into or with the Platform. A Child User [or Minor User] that has registered through such external educational organizations, third party applications, or Educator Users will only be permitted to use the Platform for so long as Albert reasonably believes that such access has been consented to by the Child User's [or Minor User's] parent or guardian.

Educator Users. We may make available features and tools that permit certain Users (such as, for example, representatives of school districts, schools, and teachers) to work with students (collectively, the "Student Users," and individually, a "Student User") and other Users through the Platform in order to provide such Student Users and other Users with educational services, and to review and evaluate educational performance and progress of such Student Users (each an "Educator User"). If you are an Educator User, you must use Albert's teacher registration process when registering accounts on the Platform. IF YOU ARE A EDUCATOR USER AND YOU REGISTER AN ACCOUNT FOR A CHILD USER [OR A MINOR USER], YOU REPRESENT AND WARRANT THAT YOU HAVE RECEIVED EXPRESS CONSENT FROM SUCH CHILD USER'S [OR MINOR USER'S] PARENT OR LEGAL GUARDIAN FOR YOU TO REGISTER THE CHILD USER [OR A MINOR USER] FOR THE SITE AND FOR YOU TO PROVIDE TO ALBERT THE INFORMATION YOU DISCLOSE IN CONNECTION WITH THE REGISTRATION OF SUCH CHILD USER [OR A MINOR USER]. WITHOUT LIMITING THE FOREGOING, YOU FURTHER AGREE TO BE BOUND BY THESE TERMS ON BEHALF OF SUCH CHILD USER [OR A MINOR USER], INCLUDING WITHOUT LIMITATION BEING LIABLE FOR ALL USE OF THE SITE BY THE CHILD USER [OR A MINOR USER]. You hereby agree to indemnify, defend and hold harmless Albert against any and all claims, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or related to (a) your violation of any provision, representation or warranty in these Terms; (b) the use of the Platform by the Child User [or Minor User]; (c) your failure to obtain sufficient parental or legal guardian consent; (d) your registration of the Child User [or Minor User], or (e) any other action related to the Child User [or Minor User].

Integrated Services. Albert may allow you to register for the Platform through certain third party websites or networks, such as Google, Facebook, and Clever (each an "Integrated Service"). Albert may also allow you to associate your account with an Integrated Service. If you register through, or associate with, an Integrated Service, you agree (i) that Albert may access your account information from such Integrated Service, (ii) to abide by any and all rules and policies, including terms and conditions and privacy policy, of the Integrated Service while using the Platform through, or associating with, the Integrated Service, (iii) that the Integrated Service is a Third-Party Software (as defined below), and (iv) that you are solely responsible for your interactions with the Integrated Service as a result of using the Platform through, or associating with, the Integrated Service. Albert does not control the practices of third party, including any Integrated Service, so you are responsible for reading and understanding the applicable policies and rules, including the privacy policy and terms and conditions, of any Integrated Service that you use.

RESPONSIBILITIES OF USE

You acknowledge and agree that your use of the Platform is subject to applicable federal, state, and local laws. You are entirely responsible for your use of the Platform, including but not limited to communications with other Users and abiding by any and all applicable laws during such use. Further, you indemnify, hold harmless and will defend us against any and all damages, losses, costs and other expenses related to claims and other actions against us as a result of your use of the Platform.

You agree you will not interfere, in any way, with any other User's use of, or access to, the Platform and will not attempt to gain unauthorized access to the account or computer system of any other User. You further agree not to take any other action in connection with your use of the Platform with respect to another User which violates any law or regulation and to fully comply with all applicable laws and regulations in your use of the Platform as pertaining to other Users.

USER LICENSE

For your use of the Platform, Albert grants you a limited, personal, non-transferable, non-exclusive, revocable license to use the Platform in accordance with your agreed upon level of use, access, and permissions. This limited license can be revoked at any time for any reason. You acknowledge and agree that it is your responsibility to inform us immediately if you are granted use, access, or permission rights exceeding the level of use, access, and/or permissions to which you are entitled.

Without limitation of the foregoing, your limited license to use and access the Platform is granted strictly according to the prevailing restrictions at the time of registration, subject to change from time to time, with or without notice, unless required by applicable law; provided, however, that changes to these Terms will be binding on you from the date such changes are posted and thereafter (as well as any applicable subsequent changes) or, if required by applicable law, from the date you affirmatively consent to such changes. In the event of change(s) of these Terms, to the extent that you remain an active User, we will also notify you

via email of such change(s), which email will contain information relating to the effective time of such change(s) to these Terms.

Albert may terminate your membership, remove any content or information that you have posted on the Platform and/or prohibit you from using or accessing the Platform for any reason, or no reason, at any time in its sole discretion, with or without notice.

Albert does not offer refunds on purchases with respect to being able to access and use the Platform. We may, at our sole discretion, issue refunds if we determine appropriate. Refund requests may be sent to hello@albert.io.

USER CONDUCT

You understand that the Platform is available for your personal, non-commercial use only. You understand that Content includes, without limitation, text, images, data, illustrations, files, audio, videos, designs, documents, and other materials and content.

You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted, transmitted, or shared by you on or through the Platform will violate or infringe upon the rights of Albert or any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material.

The Platform includes information regarding Albert and the Services and Content (which includes, without limitation, text, images, data, illustrations, files, audio, videos, designs, documents, and other materials and content). The Services and Content are proprietary to us. The Platform also includes links to other third party websites or content owned by us. You may only download, view, copy and print information, materials, and any other aspect of this Site according to the directions and instructions on the Site and (i) solely for your personal, informational purposes; and (ii) provided that neither the materials nor any proprietary notices or disclaimers therein are modified or altered.

You shall retain all title to and ownership of and all proprietary rights with respect to any content you create, and shall be solely responsible for its use thereof. You are also responsible for securing and backing up any such content and your Personal Data. Unless prohibited by applicable law, Albert retains ownership in any Usage Data (excluding any Personal Data). To the extent you retain ownership of Usage Data under applicable law, you hereby grant Albert a worldwide, royalty-free, and non-exclusive license to access and use your Usage Data for the sole purpose of enabling Albert to provide the Platform, and for the limited purposes set forth in Albert Privacy Policy. You also permit Albert to use your Personal Data as set forth in our Privacy Policy.

You agree to access the Site through a web browser, and specifically agree not to use any third party applications to access the Platform. You further agree that you will not use any robot,

spider or other automatic device, manual process or application or data mining or extraction tool to access, monitor, copy or use the Platform. You agree not to take any other action that imposes an unreasonable or disproportionately large load on the Platform. Except as expressly provided herein or elsewhere on the Site, you may not use, download, upload, reproduce, copy, duplicate, print, display, perform, republish, sell, license, post, transmit, disseminate, redeliver using "framing technology," otherwise distribute, or commercially exploit in any way the Site or any portion thereof or any information or content on the Site, without the prior written permission of Albert. In addition, you agree not to link to any page of the Site other than the home page located at www.albert.io.

COPYRIGHT

© Learn By Doing, Inc. All rights reserved.

You may access copyrighted material for personal use only, unless you obtain express written permission from an authorized representative of Albert, to download copyrighted material for other uses. Thus, except as otherwise expressly permitted under copyright law, you may not copy, redistribute, retransmit, publish or commercially exploit accessed material without our express written permission. As between you and us, all content on and/or provided via the Platform, including where an external copyrighted work is used (whether or not such external ownership is referenced and attributed), is owned by us.

In the case of any and all permitted copying, redistribution, or publication of copyrighted material, you may not make any changes to, or delete, any trademark legend, copyright notice, author attribution, or other ownership-related symbol. You acknowledge and agree that no ownership rights are conferred to or acquired by you upon download or use of copyrighted material.

The Content on and/or provided by the Platform is our property and protected by copyright and other restrictions. Copyrights and other proprietary rights in the Content may also be owned by parties other than us. You may not copy, modify, distribute or otherwise use any of the Content, except with written permission from us. Please note that we may withdraw any Content from the Site at any time in our sole discretion.

Unauthorized commercial publication or exploitation of text, images, documents, materials or any other Content is prohibited. If you wish to use any of the Content for commercial use, publication, or any purpose other than accessing for personal use, you must obtain our written permission prior to such use. We may, in our sole discretion, grant permission for such use on a case-by-case basis and we will, unless otherwise agreed, charge a usage fee for such use of no less than $50 per item of Content per use of such item of Content.

TRADEMARKS

The Albert name and other Albert graphics, logos, designs, page headers, selected icons, scripts, and service names are registered trademarks, common law trademarks, or trade dress of Albert in the U.S. and/or other countries. Our trademarks and trade dress may not be used, including as part of others' trademarks or domain names, in connection with any product or service in any manner that is likely to cause confusion, and may not be copied, imitated, or used, in whole or in part.

Names, titles, trademarks, service marks, and logos (collectively, the "Trademarks") displayed on the Platform are our registered and/or unregistered common law trademarks or those of third parties. Nothing contained on the Platform should be construed as granting, by implication or otherwise, any license or right to use any Trademark displayed on the Platform without our express written permission or that of the appropriate third party that owns the Trademark. Except as permitted by these Terms, any unauthorized use of the Trademarks is prohibited

THIRD-PARTY WEBSITES AND CONTENT

The Platform may contain links (or send to you through the Platform) to other websites ("Third-Party Sites") as well as applications, software, text, graphics, pictures, music, sound, video, articles, photographs, and other content belonging to or originating from third parties ("Third-Party Content"). The Company makes no warranty regarding the accuracy, appropriateness, or completeness of such Third-Party Content and is not responsible for any Third-Party Sites accessed through the Platform or any Third-Party Applications posted on, available through, or installed on the Platform. Inclusion of, linking to, or permitting the use or installation of any Third-Party Site, Third-Party Content, or Third-Party Applications (collectively, "Third-Party Software") does not imply endorsement by Albert. If you decide to leave the Platform and access Third-Party Software (or you access Third-Party Software while on or engaged with the Platform), you do so at your own risk and agree to fully indemnify, hold harmless, and defend us against any and all damages, losses, costs, and other expenses related to claims and other actions against us as a result of your use of, or access to, Third-Party Software.

SUBMISSIONS

You acknowledge and agree that any information and data generated by your use of the Platform (excluding Personal Data) are non-confidential, except as required by applicable law, and shall become the sole and exclusive property of Albert, except as required by applicable law. We shall be entitled to the unrestricted use and dissemination of this information and data (excluding any Personal Data) for any purpose, commercial or otherwise, without acknowledgment or compensation to you, except as required by applicable law.

DIGITAL MILLENNIUM COPYRIGHT AGENT

For purposes of the Digital Millennium Copyright Act ("DMCA"), we have designated an agent for notices of claimed infringement. If you have any objections governed by the DMCA, please

contact the agent listed under the Section entitled "Contact Information" below. We provide this contact information for purposes of the DMCA only and reserve the right to respond to communication that is relevant for this purpose.

Contact Information: If you wish to contact us regarding (i) information on our products and services, (ii) permission to reproduce or use any Content on the Site, (iii) notices of claimed infringement under the DMCA, or (iv) any other reason, please contact:

Attn: DMCA Agent

Learn By Doing, Inc.

233 N Michigan Ave, Ste 1440

Chicago, IL 60601

Phone: (800) 554-8115

Email: hello@albert.io

DISCLAIMERS

THE PLATFORM IS PROVIDED "AS-IS," AND ALBERT DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE CANNOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE PLATFORM, AND WE DO NOT PROVIDE ANY REPRESENTATIONS OR WARRANTIES THAT THE PLATFORM (OR THE INFORMATION CONTAIN THEREON AND/OR THEREIN) IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE OR THAT ANY OF IT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU SHOULD EXERCISE CAUTION IN THE USE OF ANY AND ALL SUCH SOFTWARE, CONTENT, DATA, OR OTHER MATERIALS AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU OBTAIN SOFTWARE, CONTENT, DATA, OR OTHER MATERIALS FROM OR THROUGH THE PLATFORM AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM OF ANY KIND THAT MAY RESULT.

Albert assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to, or alteration of, your (or any User's) communications. We will not be responsible for

any loss or damage, including any loss or damage to any User resulting from anyone's use of, or access to, the Platform or Third-Party Software.

LIMITATION ON LIABILITY

To the maximum extent permitted by applicable law, in no event will Albert, or Albert's directors, officers, shareholders, employees, agents, representatives, suppliers and licensors, be liable for any indirect, special, incidental, consequential, or punitive damages arising out of the use of, or inability to use, or access to, the Platform or Third-Party Software, including, without limitation, work disruptions, incomplete work, damages for loss of goodwill, computer failure or malfunction, or any and all other personal or commercial damages or losses, regardless of the legal or equitable theory (contract, tort, breach of warranty or otherwise) upon which the claim is based. Albert is not responsible for any liability arising out of the Platform or any material linked through the services.

Furthermore, you acknowledge and agree that any damage caused to our, or a User's computer system, as a result of using the Platform or downloading material from the Platform is at your own risk and/or your own responsibility.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Albert, and its directors, shareholders, officers, agents, affiliates, representatives, and employees, from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorneys' fees, arising out of or in connection with your use of the Platform, any Third-Party Software, and your conduct in connection with the Platform or with other users of the Platform.

MODIFICATIONS TO TERMS OF USE; POSTING OF CHANGES

With the exception of our Privacy Policy and for changes that, under applicable law, require your affirmative consent, Albert may at any time, change, modify, add, or delete portions of these Terms at any time without further notice. If updated, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. Your continued use of the Platform after any such changes constitutes your acceptance of the new Terms, unless applicable law requires your affirmative consent, in which case, we will require such affirmative consent the next time you access the Platform.

GOVERNING LAW

By visiting or using the Platform, you agree that the laws of the State of Illinois, without regard to principles of conflict of laws, will govern these Terms and any dispute of any sort that might arise between you and Albert.

ENTIRE AGREEMENT

These Terms supersede any prior agreements and constitute the entire agreement between you and Albert regarding the use of the Platform. The failure of Albert to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms is held invalid, the remainder of these Terms shall continue in full force and effect.

If Albert is involved in a merger, acquisition, or sale of all or a portion of our assets, including in the case of a bankruptcy, Users will be notified via email of any change in ownership. In such a case, a successor entity will assume Albert's responsibilities and obligations herein.

Privacy Policy

1. WHAT IS ALBERT?

Albert helps students learn more effectively through engaging practice and real-time feedback. Educators use Albert to extend their instructional capacity by letting Albert challenge students with questions and providing detailed explanations that students can review at their own pace both in and out of school. Albert serves grades 5 through 12 and covers all core academic areas, including reading, writing, math, science, and social studies.

2. FORWARD AND DEFINITIONS

At Learn By Doing, Inc. ("us," "we," or "Albert"), we take the security and privacy of user data extremely seriously. We are committed to complying with the student data privacy laws that apply to your use of the Platform and helping our customers comply with FERPA, COPPA, and other regulatory requirements. Read more below and in our Terms of Use.

We use the term "User Information" in this policy to refer to information that personally identifies a user of Albert's platform as well as other information we receive or create in the course of a User's usage of the Platform that is linked to information that personally identifies a User. We use the term "Student Information" to refer to User Information that specifically pertains to Student Users of the Platform.

Capitalized words that are not defined herein have the definitions set forth in our Terms of Use.

3. DATA WE COLLECT

When you register for, and use the Platform, you may provide us with three types of User Information:

Personal Data

For the general purposes of authentication, class roster management, and compliance with applicable laws, we collect information that is used to identify individual Users (the "Personal Data"). Personal Data does not include Data that has been aggregated or made anonymous such that it can no longer be reasonably associated with a specific person.

The Personal Data that we collect from Users includes:

Personal Data	User type	Purpose	Required?	Stored?
Salutation (Title)	Educators only	Identification	Yes	Yes
First and last name	Students and Educators	Identification	Yes	Yes
Email address	Students (or their Parents/Guardians) and Educators	Identification, authentication, notifications	Yes	Yes
Username	Students and Educators	Identification and authentication	Yes	Yes
Age	Students only	COPPA compliance	Yes	No

School ID code	Students only	Identification	No	Yes

As a general matter, we do not request nor collect any of the following information from Users:

- physical address(es)
- telephone number(s
- photograph or physical likeness
- date or place of birth
- social security number
- dates of attendance in school
- grade level
- grades or test scores
- disciplinary records
- medical or health records

We collect Personal Data in different ways. For example, we collect Personal Data when Users register for an Albert account or when a teacher invites a student to join their class on the Platform by entering the student's email into the Platform and sending the student an email invitation. . We also receive Personal Data from other sources ("Integrated Services"), such as identity verification services, like Google and Clever, contingent on Users granting such Integrated Services to share Personal Data with us.

You have the right to decline to share certain elements of Personal Data that we ask you to provide, but must note that doing so may limit your use of certain features and functionality of the Platform. You may edit the Personal Data you provide to Albert at any time by accessing your account through the Platform.

Device Data

Like most web-based services, we (or our Service Providers) may automatically receive and log information from your browser or your device when you use our Platform ("Device Data"). Examples of Device Data we may automatically receive and log when you use the Platform include web browser type, IP address, your device's operating system, and your device's geolocation, among others.

We take measures to ensure that our Platform and our Service Providers only collect the minimum amount of Device Data needed to deliver the Platform in a seamless way, help us improve our products, and deliver high-quality customer support. . The Device Data we collect is analyzed and may be aggregated and combined with similar aggregate Device Data of other users the Platform, as well as associated with the Personal Data of individual Users. If you use Albert on different devices, we may link the information we collect from those different devices to help us provide a consistent Platform experience across your different devices.

Usage Data

User interactions with our Platform generate data we refer to as "Usage Data". Usage Data for Student Users may include, for example, the lessons a student chooses to complete and how they performed on those lessons, when a student starts and stops a lesson, and student responses in the lesson. Usage Data for Educator Users may include their class rosters, the lessons they have created and assigned, and their class preferences. Usage Data will be used for educational and product development purposes only.

4. HOW WE USE DATA

Personal Data

We and our third-party software vendors ("Service Providers") use Personal Data to: (i) provide the Platform, ii) comply with applicable laws, and (iii) promote our products, systems, and tools. Examples of how we may use Personal Data include:

- To authenticate a user's identity;

- To customize the features that we make available to you;

- To respond to inquiries, send service notices and provide customer support;

- To communicate regarding a payment, and provide related customer service;

- For regulatory purposes and compliance with industry standards;

- To send communications about new features and products;

- To determine if a student is under 13 for the purposes of COPPA compliance;

- We do not use Personal Data for maintenance, testing, or improvement of the Platform

Device Data

We use other Device Data to improve the product, deliver a consistent and enjoyable experience, debug, provide customer support, and for aggregate analysis.

Usage Data

We use Usage Data for reporting purposes to teachers and educational agencies, and to test and improve our product. We also use de-identified aggregate Usage Data to develop new products, improve or modify our Platform, conduct analysis and develop business intelligence that enable us to operate, protect, make informed decisions, and report on the performance of, our business.

Cookies and similar technologies

We and our Service Providers use cookies and local storage to help provide you with a better, faster, and safer experience. Cookies are small files that websites place on your computer as you browse the web. Local storage is an industry-standard technology that allows a website or application to store information locally on your computer or mobile device.

Here are some of the ways that we and our Service Providers use these technologies: to log you into the Platform, save your preferences, personalize your experience, and protect against abuse. You may set your browser to reject cookies; however, this may affect some functions of the Platform.

As a general matter, we consciously avoid and do not include Personal, Device and Usage Data in cookies and local storage. While we use these technologies to help identify user sessions, the information contained is only meaningful to the Platform itself.

5. HOW WE SHARE DATA

We do not disclose, share, rent, or sell any User Information to any third parties for commercial uses, such as targeted advertising. We only disclose or share User Information with bona fide Service Providers for purposes related to or arising out of the ordinary course of creation, development, operation, service, and maintenance of the Platform. Such bona fide Service Providers shall only use such User Information for such purposes and not to sell such User Information under any circumstances.

Service Providers who do help us operate our Platform must adhere to privacy and security obligations in a manner consistent with the Company's policies and practices. Below is a list of our Service Providers with whom we may share User Information and the services they generally provide.

Service Provider	**Purpose of data sharing**
Appsignal	Application performance monitoring
Bugsnag	Software error monitoring
Front	Email client
Google Cloud Platform	Cloud hosting and data warehousing
Hotjar	Survey response collection and feature usage research
Intercom	Customer support, help center, and customer messaging

Mode Analytics	Data science; user and product research
Pipedrive	CRM
Sendgrid	Transactional email service (e.g., password reset emails)
Slack	Internal communication
Stitch Data	Data ETL service
Stripe	Payment processing
Typeform	Survey response collection
Zapier	Web services integration

6. EDUCATOR USERS AND STUDENT INFORMATION

If you are a Student User using the Platform in connection with a teacher, school, or district (a "School"), your School administrator(s) and teacher(s) ("Educator Users" and each an "Educator User") may have the ability to access, monitor, use, edit, delete or disclose data related to Student Information. Additionally, Educator Users may create Student User accounts on behalf of students and in so doing, provide Albert with the Personal Data of students. If you are an Educator User, you agree that you will obtain and maintain all required consents from Student Users or their parents or legal guardians (when such Student Users are under the age of 13 or the age of consent in the state in which the Student resides) to allow: (i) your access,

monitoring, use, editing, deleting, and disclosure of their Student Information and our providing you with the ability to do so, and (ii) your Student Users' use of the Platform.

If a Student User enrolls in a "class" created by an Educator User on the Platform, the Student User grants permission to the Educator User to view their Personal Data and Usage Data. Enrollments are done via a unique class join code, a unique class join link, direct email invitation, or an Integrated Service.

If you are a Student User using the Platform in connection with a School and do not believe you or your parent or guardian has provided consent for the School or its Educator Users to access, monitor, use, edit, delete, or disclose data related to your Usage Data and Personal Data, please contact us immediately at hello@albert.io.

7. SECURITY

Albert secures User Information both in transit and at rest via encryption. We use modern cryptographic algorithms like AES256 with strict user access control and multi-factor authentication.

8. DATA RETENTION

We retain User Information to provide the Platform to you and our other Users and to provide a useful user experience, and not longer than is necessary to do so. When you update your User Information, we usually keep a backup copy of the prior version for a reasonable period of time in case you need to need to go back to that version.

Users may deactivate their account at any time by accessing their account through the Platform. Deactivating an account means the following:

- Users will no longer be able to access their account.
- No further activity may take place on the deactivated account.
- User accounts will no longer be publicly visible in the Platform.
- All data associated with User accounts will be kept for reporting and compliance reasons.
- User Information for Student Users up until their deactivation time will continue to be shared with any Educator User(s) and the school(s) to which they belonged.

• School(s) that previously had access to such data will not have access following the deactivation.

A deactivated account can be restored, with all User Information intact, upon request

For Student Users who deactivate their account, except for Users (including Minor Users) who make a request for deactivation and de-identification (as discussed below), Albert will retain all of their Student Information for four years after their deactivation date. If no request for re-activation is received during that time, all Student Information will be de-identified and the account will no longer be eligible for restoration.

Following the termination of a license, a School may request that we deactivate and de-identify Student Information and we will do so, unless the School or applicable regulations require the retention of such data, in which case the records shall be de-identified upon the expiration of the retention period.

Minor Users (or their parents and/or guardians) may also request to deactivate and de-identify their accounts for any reason, including infancy, and we will do so. If you are a Minor User and would like to deactivate and de-identify your account for any reason, including infancy, please contact us at hello@albert.io.

In the case of a request for deactivation and de-identification, the following happens:

• We will obfuscate all of the Personal Data in the relevant Student User accounts. This means that their email, first name, last name, salutation, and username get replaced with a long, meaningless identifier that is randomly assigned. This is a one way change, and we can never recover the identity associated with the account after this step. We will perform this obfuscation in our database, all backups that we maintain, and in any Service Providers that we use to deliver the Platform.

• We will retain all Usage Data associated with the accounts to improve the Platform. These reasons include, but are not limited to: internal data analytics and prevention of fraud and abuse.

• This action results in the deactivation of the impacted Student User accounts, preventing them from being used or restored in the future.

• In order to request an account reactivation, please contact us at hello@albert.io. To request that Student Information be de-identified, please contact us at schools@albert.io.

Please note that the requested deletion will be as comprehensive as possible but is always subject to issues outside of our control, including applicable regulations and laws, your actions

and the actions of third parties. We may also need to retain a copy of certain information for legal compliance purposes, including, without limitation, to avoid identity theft or fraud.

9. VIEWING AND CORRECTING INFORMATION

A parent or guardian may review Student Information in the applicable student's records by viewing the Student's Albert.io account. The Platform enables any Educator User to permit parents, legal guardians, and eligible pupils to review personally identifiable information contained in Student Information, and to correct erroneous information, in accordance with procedures established by the School.

To the extent that a User opts to share his or her profile with his or her parent or guardian, such User expressly agrees to such sharing and all related responsibilities and liabilities therewith. Minor Users or Child Users cannot opt of sharing his or her profile with his or her parent or guardian.

We fully comply with the Requirements for Accessible Electronic and Information Technology Design as laid out by the U.S. Department of Education here.

10. STUDENT DATA OWNERSHIP

Any and all student data provided to Albert, or to which Albert has been granted access, are and shall remain the sole property of the educational agency or school that provided or granted access to such records.

11. USERS UNDER 13 YEARS OF AGE

In accordance with the Children's Online Privacy Protection Act ("COPPA"), we require parental consent for students under the age of 13 who wish to use Albert ("Child Users"). Albert does not knowingly permit Child Users to register directly for our Platform without the consent of a Parent (defined below) or Educator User on behalf of a Parent. If Albert learns that Personal Data of a Child User has been collected on our Service without parental consent, then Albert will take appropriate steps to delete this information. If you are a parent or guardian ("Parent") and discover that your child under the age of 13 has an account with our Platform without your consent, please alert us at hello@albert.io.

There are two acceptable ways for Child Users to sign up for the Platform:

1 - Self registration. When a Child User registers for our Platform, we request an active class enrollment code, birthdate, username, email, password, and a parent's email address so that we can email the Child User's Parent in order to seek consent for the Child to use the Platform. Albert does not ask the Child User for any more information than is necessary to provide the

Services to the Child User or to seek parental consent. The Child User will not be able to use the Platform while request for consent from the Parent is pending. If we do not receive Parental consent within 14 days, the Child User's account will be deactivated, and their Personal Data will be deleted from our systems.

2 - School registration. When the Platform is used by a School in the classroom for an educational purpose, we permit the School to create Child User accounts and to provide the requisite consent for Albert to collect User Information of a Child User for this purpose, in lieu of parental consent. Schools may create Child User accounts using tools that we provide. When Schools create accounts in this manner, we do not request additional consent from the Parent, as we require Schools to gather those consents. Similarly, when a School or Educator User invites a Child User to join the Platform and connect to an Educator User's class using a class code, we do not require parental consent as it is the responsibility of that School or Educator User to acquire parental consent for each Child User.

Parents may provide consent for a Child User to use the Platform by responding affirmatively to an email sent by Albert to the Parent's email address provided by the Child User during account creation. If we do not receive consent from the Parent within fourteen 14) days, the Child User's account will be deactivated and the Child's Personal Data is deleted from our systems. Until a Parent provides consent in this manner, the Child User will be unable to meaningfully use the Platform.

Parents may review their child's personal information on Albert, direct us to delete it, and refuse to allow any further collection or use of their child's information by Albert by revoking their consent. Parents seeking to revoke their consent, review their child's information, and request a deletion of their child's data should contact us at schools@albert.io.

12. DATA BREACHES

Within 48 hours of learning about a data breach, or longer reasonable time as may be required by the legitimate needs of applicable law enforcement or as to take measures necessary to determine the scope of the breach and restore reasonable integrity of its systems, we will notify all Users, teachers, Parents, principals, and district administrators whose information may have been improperly disclosed, via email communication to the email address on file for each User. We will inform any Users who oversee those students (i.e. relevant teachers, Parents, principals, and district administrators) if any Student Information or Child User data is involved. This email notification will describe the nature of the data breach, the date of the breach, the types of information that were subject to the breach, and steps that are being taken to protect their Albert.io accounts going forward.

13. USER DATA RIGHTS AND DATA REQUESTS

Certain Users may have additional personal information rights and choices based on where they live. We have tried to provide links to websites that provide more information below. If you feel that this list does not cover your rights, please alert us at hello@albert.io.

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information. To learn more about your California privacy rights, visit https://oag.ca.gov/privacy.

If you are a resident of the European Union or European Economic Area, the General Data Protection Law ("GDPR") may provide you with additional rights regarding our use of your personal information. To learn more about your GDPR privacy rights, visit https://eugdpr.org/the-regulation/.

You have the right to lodge a complaint with the supervisory authority of your habitual residence, place of work or place of alleged infringement, if you consider that the processing of your personal data infringes applicable law. A list of EU data protection authorities is available at: http://ec.europa.eu/newsroom/article29/item-detail.cfm?item_id=612080.

For example, certain Users (such as Users in California or the European Union/European Economic Area may have the following rights with respect to their User Information:

- The right to know what information Albert collects from you, why it is collected, and how it is shared.

- The right to have access to your User Information in a portable format, to the extent technically feasible.

- The right to have your User Information deleted by Albert and its Service Providers and to be notified when such deletion has been completed, colloquially known as the "right to be forgotten".

- The right to have incomplete or inaccurate User Information rectified and to be notified upon rectification.

- Withdraw your consent to the processing of your User Information.

- The right to request information about the categories of information that are sold and/or to opt out of the sale of personal information. (Note: what is covered as a "sale" under California law is not yet clear, but we currently do not "sell" your information, as we understand it.)

Albert is committed to the free exercise of these rights without fear of being denied the opportunity to use the Platform. If you would like to request to review, correct, restrict or delete personal information that you have previously provided to us, object to the processing of User Information, or if you would like to request to receive an electronic copy of your User Information for purposes of transmitting it to another company (to the extent this right to data portability is provided to you by applicable law), or exercise any other rights according to applicable law, please contact us at hello@albert.io. We will respond to your request in accordance with the applicable law that governs the collection, use and deletion of your data and information. The requested deletion will be as comprehensive as possible but is always subject to issues outside of our control, including applicable regulations and laws, your actions and the actions of third parties. It is important to note that we may retain a copy of the information for archival purposes and to avoid identity theft or fraud.

14. NOTICE OF CHANGES

If we are going to make any changes to this Privacy Policy that would change our practices around what data we collect, how we collect that data, or that would lessen the previously noted protections around student data privacy in a material way, we will notify all users at least 30 calendar days in advance of making such a change. We will provide notification via the emails associated with the profiles of our users.

15. CONTACTING US

If you have any questions or comments about this Privacy Policy, please contact us at:

Privacy Director

Learn By Doing, Inc.

233 N Michigan Ave, Ste 1440

Chicago, IL 60611

hello@albert.io

(312) 470-2290

16. CALIFORNIA AB 1584 COMPLIANCE STATEMENT

This Statement describes the policies and procedures employed by Learn By Doing, Inc. to ensure compliance with the requirements set forth in Section 49073.1 of the California Education Code (the "Code").

1. Ownership of Student Information. See Section 10 of this Privacy Policy

2. Student-generated content. The Platform does not collect or store any student-generated content. In the event the Platform is updated to incorporate such a feature, we will amend this statement to describe the means by which students may retain possession and control of student-generated content

3. Third-party access and use. See Section 5 of this Privacy Policy.

4. Parent and pupil review procedures. See Section 9 of this Privacy Policy.

5. Security and confidentiality of Student Information. Albert.io is committed to maintaining the security and confidentiality of Student Information. It has designated a Security Compliance Officer (SCO), who is responsible for: (a) ensuring that the Company's servers are protected against unauthorized access to the greatest degree possible; (b) limiting employee access to Student Information to whatever extent is required for them to perform their job functions; and (c) regularly training employees in data security procedures to further ensure compliance with company data security policies.

6. Unauthorized disclosure. See Section 12 of this Privacy Policy.

7. Post-contract data deletion. See Section 8 of this Privacy Policy.

8. FERPA compliance. Albert.io offers schools and districts utilizing the Platform the means to comply with their obligations under the Family Educational Rights and Privacy Act (20 USC §1232(g)), by enabling Educator Users to inspect and review Student Information and to correct any inaccuracies therein as described in Section 8 of this Statement.

9. Prohibition against targeted advertising. See Section 5 of this Privacy Policy.

17. INTERNATIONAL PRIVACY PRACTICES

If you are using the Platform, including the Site outside of the United States, your data and information is collected in the country in which you are located and is transferred to the United States or another country where our servers are located.

18. CHANGE OF CONTROL

Over time, Albert may grow and reorganize. We may share your User Information with affiliates such as a parent company, subsidiaries, joint venture partners or other companies that we control or that are under common control with us, in which case we will require those companies to agree to use your User Information in a way that is consistent with this Privacy Policy.

In the event of a change to our organizations such that all or a portion of Albert or its assets are acquired by or merged with a third-party, or in any other situation where User Information that we have collected would be one of the assets transferred to or acquired by that third-party, this Privacy Policy will continue to apply to your User Information, and any acquirer would only be able to handle your User Information as per this policy (unless you give consent to a new policy). If you do not consent to the use of your Personal Data by such a successor company, subject to applicable law, you may request its deletion from the company.

In the unlikely event that Albert goes out of business, or files for bankruptcy, we will protect your Personal Data, and will not sell it to any third-party.

EXHIBIT D

Debbie D. Wood (ddwood)

From: Molly Cohen <molly@albert.io>
Sent: Monday, July 26, 2021 2:02 PM
To: Debbie D. Wood (ddwood); Krista Smith
Cc: Fahryka P. Elliott (fpelliott)
Subject: Re: iRFP #9573

Use Caution: This message originated outside of Henrico County Public Schools. Use caution when opening attachments, clicking links or responding to requests for information.

Hi Debbie,

Our district contact, Fahryka Elliot, has not confirmed seat and building counts for the 21-22 school year. We aren't able to provide a final price until we have those numbers. Please see our pricing chart here.

We price out districts by building and then apply an additional discount based on number of years a district has been with us **and** the number of seats they maintain year over year.

—

Molly Cohen
Schools Operations Manager, Albert
312-470-2290 ext. 709
PO Box 3465 Chicago IL 60654

On July 26, 2021, 11:29 AM EDT ddwood@henrico.k12.va.us wrote:

Hi Molly,

This email is to inform you that your firm has been selected to enter into negotiations for iRFP #9573 for Business and Information Software for Workforce and Career Development Students. Please provide your best and final offer pricing and return to me no later than Thursday, July 29, 2021.

Many Thanks,

~Debbie Wood, CPPB

Finance Division Director

EXHIBIT E Albert - Learn by doing

Commonwealth of Virginia
County of Henrico

6/21/2021

Non-Professional Services
Informal Request for Proposal 9573

Business and Information Software for Workforce and Career Development Students

Receipt Date: 06/30/2021

Department: Schools
Contact: Debbie Wood
Telephone: 804-652-3640
Email: ddwood@henrico.k12.va.us

1. **Purpose**
The intent and purpose of this Informal Request for Proposal (iRFP), and the resulting contract, is to obtain the services of a qualified firm to provide
See attached

2. **Background**
See attached

3. **Scope of Work / Services**
The Successful Offeror shall provide all labor, supervision and materials in order to provide the following:
See attached

4. **Anticipated Procurement Schedule**

The following represents a tentative outline of the schedule currently anticipated by the County:

Solicitation Published 06/23/2021

Submit Proposals Electronically to Debbie Wood no later than 6/30/21

Evaluation of Proposals Received 7/1/2021

Discussions with Offerors, if applicable TBD

Contract Awarded 8/1/2021

5. **Proposal Contents**
Offerors shall submit a written proposal that presents the Offeror's qualification and understanding of the work to be performed as follows:

A. Response to Scope of Work/Services.
The Offeror should address each section of the Scope of Work/Services with an indication of their response.

B. Company Profile.
Offerors are to present a company profile that shows the ability, capacity and the skill of the Offeror and

their employees to perform the services provided within the specified time. Provide resumes of the proposed staff to be assigned to the project.

C. References.
Provide a minimum of three (3) references who can attest to the Offeror's past performance to provide services similar to those required in this iRFP.

D. Assumptions.
List any assumptions made when responding to the Scope of Work/Services requirements in Section 3.

E. Exceptions.
List any exceptions to the Scope of Work/Services and Terms and Conditions in a separate section of the Offeror's proposal response and mark as "Exceptions." In the case of a proposal for Information Technology, as defined in Va. Code §2.2-2006, the County shall not require an Offeror to state in a proposal any exception to any liability provisions contained in the iRFP.

F. Pricing / Fee Schedule. Provide detailed pricing / fee schedule for the Scope of Work/Services requested.

See attached

G.

[Insert unique requirements specific to this Informal Request for Proposal.]

6. **Criteria**
Selection of the Successful Offeror will be based upon submission of proposal meeting the following Evaluation Criteria:

Criteria	Weight
Functional Requirements / Compliance with Scope of Services / Work	30
Experience / Qualifications	25
Implementation / Delivery	25
Pricing / Fees	20

7. **Submission Requirements**
Proposals shall be received by the date as set forth in this iRFP. All proposals received by the date specified shall be accepted. Time of receipt shall be determined by the date the proposal is received electronically. No late proposals will be considered and the Offeror will be notified when its proposal is not received on time. *Proposals shall be submitted to the Department Contact via email attachment only. Unless otherwise noted in writing, proposals shall be submitted in a single .pdf format with all contents described in Section 5.*

8. **Evaluation Process**
Proposals received shall be reviewed and evaluated by an Evaluation Committee. Informal discussions/interviews may be conducted as needed.

Should the County determine in writing and at its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

9. **Standard Terms and Conditions** The County of Henrico Terms and Conditions are incorporated by reference into this iRFP. These Terms and Conditions can be viewed on Henrico County's Purchasing Division website at: http://henrico.us/assets/terms.pdf.
   A. Insurance.
      The Successful Offeror shall maintain insurance to protect itself and the County of Henrico (including Henrico County Public Schools) from claims under the Workers' Compensation Act, and from any other claims for damages for personal injury, including death, and for damages to property which may arise from operations under this contract whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the County Insurance Specifications located at: http://henrico.us/assets/insurance-2.pdf.

   B. Subject to the limitations of Va. Code § 2.2-4342(F), trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342(F)).

   C. By submitting a proposal, the Offeror agrees not to withdraw its proposal after the date set for receipt of proposals for 90 days thereafter.

   D.

      [Insert additional terms and conditions that are applicable to the Scope of Work/Services. (i.e. Direct Contact with Students, Tobacco Free, HIPAA, etc.)]

10. **Contract Award**
    At the conclusion of negotiations, the final terms of the agreement must be confirmed in writing and signed by both parties. The Purchasing Division will notify the Successful Offeror of contract award. The County reserves the right to waive any informality in proposals, to award in part or in whole, to reject any or all proposals received, and to cancel this iRFP.

Signature Sheet

My signature certifies that the proposal as submitted complies with all requirements specified in this Informal Request for Proposal.

My signature also certifies that by submitting a proposal in response to this Informal Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

Legal Name of Offeror (Do Not Use Trade Name)
Molly Cohen (for the company Learn by Doing, Inc.)
Address:
233 N. Michigan Ave, Suite 1440 Chicago IL 60601
Signature: M Cohen
Name of Person Signing (Print): Molly Cohen
Title: Schools Operations Manager
Telephone: 312-470-2290
Email: schools@albert.io
Date: 6/21/21
Virginia State Corporation Commission Identification Number: (http://www.scc.virginia.gov/) n/a
Department of Professional and Occupational Regulation License Number (if applicable): (http://www.dpor.virginia.gov/) n/a

Offeror Information

Business Classification Category: (check box(s))

☐ Small Business ☐ Women-Owned Business ☐ Minority-Owned Business
☐ Service Disabled Veteran ☐ Employment Services Organization
☒ Non-SWaM (not Small, Women, or Minority-Owned)

*Definitions can be found for each of the above at http://henrico.us/pdfs/purchasing/swampolicy.pdf.

VA Minority Business Enterprise (DMBE) Certification No: n/a **Expiration Date:** _____

Business Located in Henrico County: ☐ Yes ☒ No

eVA Registered: ☒ Yes, Supplier Number: VS0000275916 ☐ No

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION / TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

Informal Request for Proposal
Business and Information Technology Software for HCPS
Workforce and Career Development Students
HENRICO COUNTY PUBLIC SCHOOLS

I. INTRODUCTION

A. Purpose:

The purpose of this informal request for proposal (iRFP) is to solicit proposals for an annual contract(s) for Henrico County Public Schools (HCPS) to provide a web-based platform that teaches Computer Science coding concepts through game creation and/or modules and simulation. Multiple awards/contracts may result from this iRFP to accommodate the need of the Business and IT classes offered by HCPS.

B. Background:

HCPS is a large metropolitan school district with approximately 50,000 students in 73 schools for the 2020-21 school year. This includes 46 elementary schools, 12 middle schools, 9 high schools, 2 technical centers, 3 program centers, and one preschool.

II. SCOPE OF SERVICES

A. General Requirements:

1. The proposed solution shall provide:

    a. A web-based platform that teaches computer science concepts and coding. The web-based platform should scaffold learning, limit downloadable materials, and include a game or story element to engage students.

    b. Teacher resources that include:
        1. Printable lesson plans
        2. Recommended pacing guide for teaching
        3. Student activities or extension projects with instructor solutions
        4. Auto-graded assignments

    c. Student modules for learning that are locked/opened at teacher's discretion

    d. A product that is aligned to computer science and/or Virginia CTE standards

    e. A product where the content is appropriate for diverse middle school students, grade 6-8 with separate, additional content available and appropriate for diverse high school students, grades 9-12

    f. Technical support for all users, including real-time assistance if needed during class time.

    g. A toll-free number for help desk support to HCPS at a minimum from 8 am to 5 pm EST, Monday-Friday.

h. Dedicated account representative to manage licenses and to review the usage data with content specialist.

2. The successful bidder shall provide teacher training – one-hour minimum training in a synchronous, virtual format to introduce teachers to the platform, inform how to find and use instructor materials, and answer questions.

3. Contact Period
   a. The contract period shall be from August 1, 2021 through July 31, 2022. Contract prices shall remain firm for the contract period.

   b. The contract may be renewed for four (4) additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices.

   c. The resulting contract should require the Successful Offeror to give at least a ninety (90) day written notice if they do not intend to renew the contract at any annual renewal.

   d. The contract shall not exceed a maximum of five (5) years.

B. Technical Specifications:

User Interface

1. Browser Support – the proposed solution shall:
   a. Have compatibility with the current versions of multiple browsers- at minimum, current versions of Edge, Safari, and Chrome browsers.
   b. Maintain compatibility with listed browsers and future versions/updates/releases of the listed browsers for the duration of the contract.
   c. Only require standard browser plugins.

2. The proposed solution will be compliant with the Americans with Disabilities Act requirements for accessibility.

3. The proposed solution shall be cloud-based and delivered via the Internet over wireless LANs to the client's browser.

4. The proposed solution shall provide an intuitive user interface that allows for ease of use by teachers and students.

5. The proposed solution shall support mobile technology including but not limited to the specific mobile devices currently used in HCPS (iOS, Chromebooks, and Android Platforms)

Integration

1. The proposed solution shall provide methods for user account administration that are easy to use and maintain.

2. The proposed solution shall support a single sign-on solution that does not require staff or students to have a separate account or password for accessing the vendor's application.

3. The proposed solution shall allow for LTI, Azure Active Directory or LDAP as a method of authentication and authorization.

4. The proposed solution shall provide a means to identify the individual or client using the application, authenticate the individual and determine the authorities and rights granted to that individual as well as a reporting engine for tracking usage and progress.

5. Any requirements for student, staff, course, roster or school information must be supported through a common specification. The exchange of data must be through a common protocol and not require the installation of vendor-specific software in the HCPS internal infrastructure. HCPS currently supports the following means of exchanging student information in order of preference but will accept other non-vendor specific protocols:
   a. LTI integration as a Tool Provider (TP) with our LMS Solution (Schoology)
   b. SIF - Student Information framework
   c. Exchange of information through Clever - a third party vendor for exchanging common data for school systems; The Successful Offeror is responsible for any costs incurred with Clever implementation.
   d. API integration with our SIS, PowerSchool
   e. File exchange to a vendor-supported sFTP server

6. No additional fees may be charged to HCPS for data integration

7. The proposed data exchange solution must be described in detail in the Offeror's response. The proposed solution must also include limitations the Offeror has such as the number of teachers for a class and the number of schools associated with teachers and students.

8. Solutions that allow for seamless integration of their product through the IMS Global interoperability standards are preferred.

Infrastructure and System Administration

1. Offerors shall provide:
   a. Details of the hosting environment including hosting provider, service level agreements between the offeror and the hosting provider, and length of the relationship between the offeror and the hosting provider.
   b. Specifics of structures in place to ensure high availability including redundant Internet paths, hardware failover, scalability, and protection against denial of service attacks or other network threats.
   c. Specifics of security measures in place to ensure that district data is secure during both storage and transit.
   d. SOC 2 compliance status (certification documentation should be provided)
   e. Specifics of structures in place to ensure acceptable disaster recovery including backup schedules and redundancy.
   f. Internet Bandwidth requirements and provide a per-user bandwidth usage specification of the software product.
   g. Specifics of the availability of remote access to the district's data outside of the web-based application.
   h. Specifics on the frequency and duration of operating system and application updates including the procedures used to inform the district of maintenance windows and system downtime for these tasks.
   i. Any tools available to measure system responsiveness.
   j. Any limits on data storage (i.e. user quotas, access to previous year data, database size, etc.).
2. The proposed solution shall be deployed on servers and equipment hosted or administered by the Successful Offeror. Hosting the solution on a 3rd party, such as Amazon or Azure, is acceptable.

3. The proposed solution will provide a secure, web-based system for data in transit and at rest.

4. Successful Offeror(s) will document compliance with all local, state, and federal laws related to student data privacy.

5. The proposed solution shall contain neither commercial content nor serve as a vehicle to market goods and services.

Web Accessibility

1. The solution shall be accessible to persons with disabilities, including:
    a. Blindness, color blindness, visual impairment
    b. Deafness, hearing impairment
    c. Speech impairment
    d. Mobility, strength, dexterity, or reach impairment

2. The solution shall support the use of commonly available screen readers.

3. The solution shall comply with Federal Web Accessibility Standards (part of Section 508 of the Rehabilitation Act).

4. The solution shall meet Level A and Level AA guidelines as specified by the W3C's WCAG 2.0 guidelines.

5. The proposed solution shall be able to handle at least 60,000+ concurrent HCPS users with less than 30 ms latency. Offeror(s) must provide comprehensive documentation to evidence the ability to accommodate concurrent users based on data collected from a similar environment

6. If the solution is reliant on LDAP authentication, HCPS will only accept a defined external IP address to allow Firewall transactions and will not accept the allowance of entire network segments.

7. HCPS shall have the ability to submit requests for an alteration of the digital content (including additional supporting data, modification of current data, or removal of data deemed inappropriate by HCPS) via email or web-based forms embedded in the digital content.

8. Provide all documentation for each piece of software equipment, or software, including copyright information, all operator and user manual, training materials necessary for the proper and successful use of the software where an installation or configuration on HCPS network or devices are required.

Computer, Software, and Network Specifications:

The proposed solution shall meet all performance requirements defined in this document and be currently compatible with the following minimum computer specifications as well as maintaining compatibility with updates/patches/versions of listed software for the duration of the contract (at a minimum beginning with the versions listed below)

1. Staff District-wide; All High, Middle Students and limited numbers for Elementary Students
    a. Windows Laptop
        i. Software
            1. OS – Windows 10, 1903 or higher: 64-bit
            2. Browsers – Google Chrome 86.x or above; Microsoft Edge 89.x or above
            3. Java – 1.8.0_251 or above
            4. PDF Reader - embedded within Google Chrome and Microsoft Edge
            5. Adobe Reader - standalone application
            6. Adobe Shockwave – 12.2 or above

7. O365 Pro Plus

ii. Hardware:

1. Latitude 3380s model:
    a. Specifications
        i. Display - 13.3-inch HD Anti-Glare LED with integrating webcam and noise reducing array microphone
        ii. Hard drive - 128GB SSD
        iii. Processor - 2.50 GHz Intel® i5 -Dual Core
        iv. Memory - 8GB DDR3 SDRAM
        v. Graphics Card – 128MB Dedicated VRAM; 1366X768 - Native Resolution
        vi. Network Connections: Built-in Wireless Card (802.11ac) and 10/100/1000 Gigabit Ethernet
    b. Other:
        i. Stereo headphone/Microphone combo jack
2. Latitude 5420 model:
    a. Specifications
        i. Display - 14" FHD (1920x1080) Non-Touch, Anti-Glare, IPS, 250nits, WLAN/WWAN, HD Camera
        ii. Hard drive – 128GB PCIe NVMe Class 35 SSD
        iii. Processor – 11th Generation Intel® Core™ I3-1125G4 (4 Core, 8M cache, base 2.0GHz, up to 3.7GHz)
        iv. Memory – 8GB DDR4 Non-ECC
        v. Network connections - Intel® Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1
        vi. Graphic cards - I3-1125G4 Trans, Intel UHD Graphics, Thunderbolt
3. Latitude 3310 model
    a. Specifications:
        i. Display – 13.3" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Microphone, WLAN Capable
        ii. Hard drive – 128GB PCIe NVMe Class 35 SSD
        iii. Processor – 8th Generation Intel® Core™ i5-8265U Processor (4 Core, 6MB Cache,1.6GHz,15W)
        iv. Memory – 8GB DDR4 Non-ECC
        v. Network Connections - Intel Dual Band Wireless Driver 9560 (802.11ac) 2x2 + Bluetooth 5.0; Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0
        vi. Graphics card - Intel® Core™ i3-8145U Processor w/Intel® HD Graphics 620
4. Latitude 3180 Education model – Elementary Carts:
    a. Specifications:
        i. Display - 11-inch HD with integrated webcam
        ii. Hard drive - 64GB eMMC Storage - Hard drive
        iii. Processor - Intel® Pentium® N4200
        iv. Memory - 4GB 1600MHz LPDDR3
        v. Video Card – Intel integrated HD graphics 4600
        vi. Network Connections – Intel Dual Band Wireless-AC 7265 802.11AC Wi-Fi + BT 4.0 LE Wireless Card (2x2)
    b. Other:
        i. 2 speakers
        ii. 1 Combo headphone/microphone jack

iii. USB card reader

b. Chromebooks (primary device for elementary students, Grades 1st-5th)
   i. Software
      1. Chromium OS 86.x+ or above
   ii. Hardware:
      1. Dell Chromebook 3180 (touch & non-touch):
         a. Specifications:
            i. Display - 11.6-inch HDF
            ii. Hard drive - 16GB eMMC
            iii. Processor - Celeron N3060
            iv. Memory - 4GB
            v. Video Card - Intel integrated HD graphics 4600
            vi. Network - Built-in Wireless Card (802.11a/g/n)
         b. Other:
            i. 2 speakers
            ii. Headphone/Microphone jack
            iii. Integrated webcam
      2. Dell Chromebook 3100 (touch & non-touch):
         a. Specifications:
            i. Display - 11.6" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Microphone, WLAN Capable - Display
            ii. Hard drive - 16GB eMMC
            iii. Processor - Intel Celeron N4020 (Dual Core, up to 2.8GHz, 4M Cache, 6W) 1 USB Type-C, 1 USB 3.1
            iv. Memory - 4GB 2400MHz LPDDR4 Non-ECC

c. iOS Devices – Elementary (primary device for PreK-K) and Secondary
   i. Software
   ii. iOS version - 14.x
   iii. Safari browser
   iv. Hardware (Based on iPad MR7F2LL/A)
   v. Specifications:
   vi. Display - 9.7-inch (diagonal) LED-backlit, multi-touch with IPS technology
   vii. Storage – 32GB
   viii. Wireless-A, Wireless-AC, Wireless-B, Wireless-G, Wireless-N
   ix. Bluetooth 4.2 Technology
   x. Camera, Photos, and Video Recording

Networking Environment

1. Location WAN Circuit Bandwidth
   a. 1 Gbps or greater Comcast ENS Data WAN Circuit to High Schools.
   b. 1 Gbps or greater Comcast ENS Data WAN Circuit to Middle Schools.
   c. 500 Mbps or greater Comcast ENS Data WAN Circuit to Elementary Schools.
   d. 100 Mbps or greater Comcast ENS Data WAN Circuit to remote Administrative sites.
2. District Internet Bandwidth
   a. (2) 8 Gbps Comcast ENI circuits to provide a total district bandwidth of 16 Gbps of Internet Service to the Data Center which is then distributed to the entire district via the size and type of WAN circuits listed above.
3. Local Area Network and Wireless Infrastructure

a. All Schools/Sites utilize either 1 Gbps or 10 Gbps fiber backbone connections between their MDF & IDF's network closets.
b. All Schools/Sites utilize a combination of LightWeight or Cloud-Controlled wireless access points capable of supporting the IEEE 802.11 ac wireless standard and are connected at 1 Gbps, or greater, to Cisco Catalyst 9200 & 9300 series POE switches.

III. COUNTY RESPONSIBILITIES

The County will designate an individual to act as the County's representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the County's policies and decisions with respect to the contract.

IV. PROPOSAL RESPONSE FORMAT

1. Executive Summary

   Company Profile - Offerors are to present a Company profile that shows the ability, capacity and skill of the Offeror, their staff, and their employees to perform the services required within the specified time. Include the following information.

   a) Years in business outlining the company history and experience providing progress monitoring systems for K-12
   b) Experience with a project of this magnitude
   c) Experience in K-12 market
   d) Diagram of the Offeror's network topology as well as that of the Offeror's ISP if applicable.
   e) Number of employees proposed for the development and ongoing processes including training

2. References - Provide a minimum of three (3) references who could attest to the Offeror's past performance to provide services similar to those required for the contract. The list should include contact persons and telephone numbers. Offerors may not use Henrico County as one of their references.

5. Subconsultants - (If Applicable) Information on any sub-consultants that is necessary to provide the services required. Provide name, experience, address, telephone number and qualifications.

6. The proposed solution must be described in detail in the Offeror's response. Offerors must also include limitations the Offeror has, such as the number of teachers for a class and the number of schools associated with teachers and students.

7. Offeror(s) must provide comprehensive documentation to evidence the ability to accommodate concurrent users based on data collected from a similar environment.

8. Discuss the Offeror's current workload and the ability to provide the operational products by August 1, 2021.

9. Provide samples and descriptions of reports offered and the ability to customize content and reports.

15. Offerors shall provide a "sandbox" environment for any proposed solution for the committee to use for evaluation. If the "sandbox" environment is not available, offerors shall provide screenshots of the product with their proposal.

16. Offerors shall provide a detailed explanation of how accounts are maintained in their system and how they support automated provisioning of users and accounts.

17. Offerors shall describe in detail the proposed solutions data exchange process.

18. Offerors shall provide the per user bandwidth requirements for their proposed solution. Provide the average bandwidth per student required for the proposed solution.

19. Offerors shall submit any agreements to which HCPS may be requested to agree to as part of a final award.
    a) Include any terms and conditions the "end user" is required to accept.
    b) Discuss how your firm handles parental consent, if required.

20. Offerors shall provide a detailed timeline for implementation of the project indicating resources (responsible party) and completion dates.

21. Pricing – Complete the scenario provided in Attachment C. Also provide detailed pricing for all costs associated with providing the services outlined in Section II. Scope of Services. List all categories separately, itemized for evaluation, such as subscription costs, training of County staff, Professional Development at a minimum. Provide details if tiered pricing is available. **Attachment C.**

22. Offers shall provide evidence of financial stability.

23. Provide copies of any contract documents, SaaS Service Level Agreement (SLA), etc. that would be needed to be signed by the County if awarded the contract including any service or business agreements.

24. Assumptions - List any assumptions made when responding to the Scope of Services requirements.

25. Exceptions - List any exceptions to the Scope of Services and General Terms and Conditions in a separate section of the Offeror's proposal response and mark the section as "Exceptions", except for exceptions to liability provisions contained in the Request for Proposal.

26. Appendices - Optional for Offerors who wish to submit additional material that will clarify their response.

ATTACHMENT A

COUNTY OF HENRICO

INSURANCE SPECIFICATIONS

The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.

Please be sure and review the Additional Requirements Section

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. ***The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.*** The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

Workers' Compensation

Statutory Virginia Limits
Employers' Liability Insurance - $100,000 for each Accident by employee
$100,000 for each Disease by employee
$500,000 policy limit by Disease

Commercial General Liability

$1,000,000 each occurrence including contractual liability for specified agreement
$2,000,000 General Aggregate (other than Products/Completed Operations)
$2,000,000 General Liability-Products/Completed Operations
$1,000,000 Personal and Advertising injury
$ 100,000 Fire Damage Legal Liability

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - $1,000,000 each accident

Umbrella Liability

$2,000,000 Per Occurrence and in the aggregate

Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if required:

☐ **Professional Liability - $2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)**
Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.

☒ **Cyber Liability - $2,000,000 Per Occurrence**
Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.

☐ **Abuse and Molestation Coverage - $1,000,000 Per Occurrence**
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.

☐ **Pollution Liability - $1,000,000 Per Occurrence**
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.

☐ **Explosion, Collapse & Underground Coverage (XCU)**
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.

☐ **Builders Risk Coverage**
Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first $10,000 of any claim.

☐ **Other as Specified Below**

_____

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

NOTE 4: The Certificate Holder Box shall read as follows:

County of Henrico
Risk Management
PO Box 90775
Henrico, VA 23273

ATTACHMENT B
DIRECT CONTACT WITH STUDENTS

Name of Bidder: Learn by Doing, Inc.

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

As part of this submission, I certify the following:

☒ **None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of "barrier crime" in Va. Code § 19.2-392.02(A); an offense involving the sexual molestation, physical or sexual abuse, or rape of a child;**

And (select one of the following)

☐ **None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of any felony or any crime of moral turpitude.**

or

☐ **One or more individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of a felony or crime of moral turpitude that is not set forth in the definition of "barrier crime" in Va. Code § 19.2-392.02(A) and does not involve the sexual molestation, physical or sexual abuse, or rape of a child. (In the case of a felony conviction meeting these criteria, the contractor must submit evidence that the Governor has restored the individual's civil rights.).**

M Cohen

Signature of Authorized Representative

Molly Cohen

Printed Name of Authorized Representative

Learn by Doing, Inc.

Printed Name of Vendor

ATTACHMENT C
PRICING OPTIONS

Provide pricing for the scenario below based off pricing being offered

Scenario	Price
Provide pricing for an annual subscription for one site licenses for a high school for 149 Business students	$ $1,735
Virtual training for 25 teachers (minimum one hour)	$ $500 per hour

Provide pricing as it relates to the proposed solution

	Price
Price per Student (provide details if tiered pricing is offered)	$ Please see our 2021-2022 Pricing Structure here: https://docsend.com/view/crqcfui2rcv4fhv9
Price per Teacher	$ Not applicable - pricing only applies to student seats. All licenses come with unlimited capacity for teachers and classes created on the site.
Price per Classroom	$ Not applicable - pricing only applies to student seats. All licenses come with unlimited capacity for teachers and classes created on the site.
Price per Site	$ Sites are priced out by number of student seats according to the pricing structure above. District licenses receive a bulk discount on top of the standard pricing structure. We cannot provide a cost estimate per site without a total number of sites and total number of student seats per site.
Price for District License 6-12	$ District licenses are priced out per student seat per site using the 21-22 Pricing Structure above and an additional district bulk discount. The additional bulk discount depends on the number of buildings, student population coverage, and years of partnership with the district.
Virtual training to introduce teachers to the platform, inform how to find user instructor materials and answer questions.	$ All virtual and on-site training is $500/hour for the 21-22 school year. If a district or school requests on-site training, an additional $500 fee will be required to cover travel expenses.
Additional Professional Development models	$ All virtual and on-site training is $500/hour for the 21-22 school year. If a district or school requests on-site training, an additional $500 fee will be required to cover travel expenses.
Printed materials – provide list of pricing for each product offered	$ Albert doesn't offer any printable materials at this time.
Consumables – provide list of pricing for each product offered	$ Albert doesn't offer any consumables at this time.

(*ATTACHMENTS D AND E SHALL BE REQUIRED TO BE COMPLETED BY THE SUCCESSFUL OFFER)

ATTACHMENT D

LICENSE AGREEMENT ADDENDUM

The County of Henrico, Virginia (the "**County**"), a political subdivision of the Commonwealth of Virginia, and Learn by Doing, Inc. ("**Supplier**"), a [state] IL corporation [corporation/LLC/etc.], are this day entering into an agreement for [title of wraparound contract/RFP/etc.] (the "**Agreement**") and, for their mutual convenience, the parties are using the standard form contract ("[title of Supplier's form: EULA, etc.]") provided by Supplier ("**Contract**"). This License Agreement Addendum ("**LAA**"), duly signed by the County and Supplier (each a "**Party**"), is attached to and made a part of the Agreement and the Contract by incorporation, and with the Agreement governs the use of any and all software licensed by the County under the Agreement (the "**Software**") and this LAA.

As used in this LAA, the term "**Contract**" means the Supplier's standard form contract and any and all exhibits and attachments thereto. The term(s) "**Customer**", "**You**" or "**you**" as used in the Contract and this LAA, means, as applicable,the County, or any of their officers, directors, agents or employees.

Supplier represents and warrants that it is a [State][corporation/LLC/etc.] IL corporation authorized to do in business in Virginia. If Supplier is not a U.S.-based entity, Supplier maintains a registered agent and a certification of authority to do business inVirginia.

Supplier's Contract is generally acceptable to the County, with the exceptions noted in this LAA below. Despite the general acceptability of the Contract, certain standard clauses may appear in, or be incorporated by reference into, the Contract that cannot be accepted by the County. In consideration of the convenience of using Supplier's standard form contract without the necessity of specifically negotiating a separate contract document, the Parties specifically agree that any of the following provisions contained in the Contract are deemed void and will not have any effect and will not be enforceableagainst any Customer:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the Contract or requiring or permitting that any dispute under the Contract be resolved in any court other than the state courts located in Henrico County, Virginia;
2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by any Customer if the Contract is terminated before the end of its ordinary term;
3. Imposing any interest charge(s) contrary to that specified by § 2.2-4347 *et seq.* of the Code of Virginia;
4. Requiring the County to maintain any type of insurance for Supplier's benefit;
5. Granting Supplier a security interest in any property of the County;
6. Requiring the County to indemnify, defend, or to hold harmless Supplier for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference Tit. 8.01 of the Code of Virginia);
8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the Contract and in which the County is a named party;
9. Binding the County to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
10. Obligating the County to pay costs of collection or attorney's fees;
11. Requiring any dispute resolution procedure(s) other than those in accordance with § 2.2-4363 *et seq.* of the Code of Virginia;
12. Permitting Supplier to access any of the County's records or data, except pursuant to court order;
13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes;
14. Requiring the County to limit its rights or waive its remedies at law or in equity;

15. Bestowing any right, or incurring any obligation, that is beyond the duly granted authority of the undersigned representative of the County to bestow, or incur, on behalf of the County;
16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
17. Limiting the liability of Supplier for property damage, death, or personal injury;
18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the Contract, or any of its rights and obligations under the Contract, to any entity without the prior written consent of the County, except as set forth in paragraph 39 below;
19. Not complying with the contractual claims provision § 2.2-4363 of the Code of Virginia, which is also incorporated into this LAA and the Contract by reference;
20. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to the Contract only to the extent required by § 59.1-501.15 of the Code of Virginia;
21. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
22. Requiring that the County waive its sovereign immunity or its immunity;
23. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
24. Requiring or construing that any provision in this Contract conveys any rights or interest in the County's data to Supplier;
25. Requiring the use of foreign currency. The currency used for the Contract will be United States Dollars;
26. Obligating the County beyond approved and appropriated funding. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the County's Board of Supervisors. In the event of non-appropriation of funds for the items under the Contract, the County may terminate, in whole or in part, the Contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. The County shall provide written notice to the Supplier as soon as possible after legislative action is completed. There will be no time limit for termination due to termination for lack of appropriations;
27. Permitting unilateral modification of the Contract by Supplier;
28. Permitting termination by Supplier of the Contract or the licenses granted pursuant to the Contract, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction;
29. Requiring or stating that the terms of the Supplier's standard form contract will prevail over the terms of this LAA in the event of conflict;
30. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically continuing the Contract period from term to term;
31. Requiring that the Contract be "accepted" or endorsed by the home office or by any other officer subsequent to signing by an official of the County before the Contract is considered in effect;
32. Delaying the acceptance of the Contract or its effective date beyond the date of signing;
33. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract;
34. Permitting modification or replacement of the Contract pursuant to any new release, update or upgrade of Software, or subsequent renewal of maintenance. If Supplier provides any update or upgrade subject to additional payment, the County will have the right to reject such update or upgrade;
35. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal of maintenance, in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
36. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract;
37. Granting Supplier or an agent of Supplier the right to audit or examine the books, records, or accounts of the County; or

In addition to the provisions set forth above in this LAA, the Parties further agree as follows:

38. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted under the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.
39. Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to the third party so long as Supplier's assignee agrees in writing to be bound by the terms and conditions set forth in the Contract, and provided the third party is a U.S.-based entity or

maintains a registered agent and a certification of authority to do business in Virginia. Supplier may assign all or any of its rights and obligations to an affiliate of Supplier, provided Supplier remains liable for the affiliate's compliance with the terms and conditions set forth in this Contract

40. Supplier agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico County Public Schools), the County's officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, to the extent the claim in any way relates to, arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee or subcontractor of Supplier, (ii) any breach of any representation, warranty or covenant of Supplier contained in the Contract and LAA, (iii) any defect in the Software, or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software.
41. The County will only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses that have been authorized by the County in advance. The travel-related expenses will be reimbursable at the County's then-current per diem rates.
42. The County may require that Supplier personnel submit to a criminal background check prior to performance of any services under the Contract.
43. Payments for license fees, including subscription fees, and support services are only authorized to be made to the Supplier pursuant to the Contract.

Together with the Agreement, the Contract and this LAA constitute the entire agreement between the Parties and may notbe waived or modified except by written agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this License Agreement Addendum to be duly executed as of the last dateset forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

Supplier Name Learn by Doing, Inc.

By: MCohn
(Signature)

Name: Molly Cohen
(Print)

Title: Schools Operations Manager

Date: 6/21/21

County of Henrico, Virginia

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

ATTACHMENT E

HENRICO COUNTY PUBLIC SCHOOLS DATA SECURITY AGREEMENT

This Data Security Agreement ("Agreement") is agreed upon effective 6/21/21, 2018, by and between Learn by Doing, Inc. ("Vendor") and the County School Board of Henrico County, Virginia ("School Board" or "HCPS").

I. DEFINITIONS

A. **HCPS Data**: HCPS Data is any and all data that HCPS has disclosed to Vendor. For the purposes of this Agreement, HCPS Data does not cease to be HCPS Data solely because it is transferred or transmitted beyond HCPS's immediate possession, custody, or control.

B. **Data Breach**: The unauthorized access and acquisition of computerized data that materially compromises the security or confidentiality of confidential or sensitive personal information maintained by HCPS as part of a database of personal information regarding multiple individuals and that causes or HCPS reasonably believes has caused or will cause loss or injury to any HCPS constituent.

C. **System**: An assembly of components that supports an operational role or accomplishes a specific objective. This may include a discrete set of information resources (network, server, computer, software, application, operating system or storage devices) organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

D. **Contract**. Shall mean the contract between Vendor and HCPS outlining the services to be provided.

II. DISCLOSURE OF HCPS DATA

A. The Vendor shall not disclose HCPS Data in any manner that would constitute a violation of state or federal law or the terms of this agreement including, without limitation, by means of outsourcing, sharing, retransfer, or access, to any person or entity, except:

B. Employees or agents who actually and legitimately need to access or use HCPS Data in the performance of Vendor's duties to HCPS;

C. Such third parties, such as but not limited to, vendors, suppliers or subcontractors, but only after such third party has agreed in writing and in advance of any disclosure, to be bound by confidentiality terms at least as stringent as the terms of this Agreement; or

D. Any other third party approved by HCPS in writing and in advance of any disclosure, but only to the extent of such approval.

E. The Vendor may also store HCPS Data on servers housed in datacenters owned and operated by third parties, provided the third parties take reasonable precautions to protect the security and confidentiality of HCPS data.

III. USE OF, STORAGE OF, OR ACCESS TO HCPS DATA

A. Vendor shall only use, store, or access HCPS data:

1. In accordance with, and only to the extent permissible under the contract for services; and

2. In full compliance with any and all applicable laws and regulations, only to the extent applicable to Vendor, including the Family Educational Rights and Privacy Act (FERPA); and

B. Vendor agrees that the use, storage, and access to HCPS Data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. Vendor shall implement and maintain safeguards necessary to ensure the confidentiality, availability, and integrity of HCPS Data. Vendor shall also implement and maintain any safeguards required to be implemented by applicable state and federal laws and regulations.

C. HCPS reserves the right to request security information reasonably necessary to ascertain HCPS's own compliance with state and federal data privacy laws.

D. If Vendor becomes aware that HCPS Data may have been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Agreement or the Contract, Vendor shall use reasonable efforts to alert HCPS of any Data Breach within two business days, and shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the Data Breach. Vendor shall give highest priority to immediately correcting any Data Breach and shall devote such resources as may be required to accomplish that goal. Vendor shall provide HCPS information necessary to enable HCPS to fully understand the nature and scope of the Data Breach. Upon request, Vendor shall provide HCPS information about what Vendor has done or plans to do to mitigate any deleterious effect of the unauthorized use or disclosure of, or access to, HCPS Data. In the event that a Data Breach requires Vendor's assistance for mitigation, such assistance shall be provided at no cost to HCPS. HCPS may discontinue any services or products provided by Vendor and any payments to Vendor until HCPS, in its sole discretion, determines that the cause of the Data Breach has been sufficiently mitigated.

E. If Vendor is served with any subpoena, discovery request, court order, or other legal request or command that calls for disclosure of any HCPS Data, Vendor shall promptly notify HCPS in writing and provide HCPS sufficient time to obtain a court order or take any other action HCPS deems necessary to prevent disclosure or otherwise protect HCPS Data. In such event, Vendor shall provideHCPS prompt and full assistance in HCPS's efforts to protect HCPS Data. Where Vendor is prohibited by law from notifying HCPS of a legal request for HCPS Data, Vendor will comply with all applicable laws and regulations with respect to the requested HCPS Data.

F. Upon expiration or termination of the Contract, Vendor shall ensure that no Data Breach occurs and shall follow HCPS's instructions as to the preservation, transfer, or destruction of HCPS Data. The method of destruction shall be accomplished by "purging" or "physical destruction", in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Upon requestby HCPS, Vendor shall certify in writing to HCPS that return or destruction of data has been completed. Prior to such return or destruction, Vendor shall continue to protect HCPS Data in accordance with this Agreement.

G. This Agreement shall survive the expiration or earlier termination of the Contract. However, upon expiration or termination of the Contract, either party may terminate this Agreement.

FOR HCPS:	FOR VENDOR: Learn by Doing, Inc.
_____	Molly Cohen
Name	Name
_____	MCohn
Signature	Signature
_____	Schools Operations Manager
Title	Title
_____	6/21/21
Date	Date

Attachment F

Henrico County Public Schools Middle and High School Locations

Middle Schools
BROOKLAND - 9200 Lydell Drive, Henrico, VA 23228
BYRD - 9400 Quioccasin Road, Henrico, VA 23238
ELKO - 5901 Elko Road, Sandston, VA 23150
FAIRFIELD - 5121 Nine Mile Road, Henrico, VA 23223
HOLMAN - 600 Concourse Boulevard, Glen Allen, VA 23059
HUNGARY CREEK - 4909 Francistown Road, Glen Allen, VA 23060
MOODY - 7800 Woodman Road, Henrico, VA 23228
POCAHONTAS - 12000 Three Chopt Road, Henrico, VA 23233
ROLFE - 6901 Messer Road, Henrico, VA 23231
SHORT PUMP - 4701 Pouncey Tract Road, Glen Allen, VA 23059
TUCKAHOE - 9000 Three Chopt Road, Henrico, VA 23229
WILDER - 6900 Wilkinson Road, Henrico, VA 23227
High Schools
DEEP RUN - 4801 Twin Hickory Road, Glen Allen, VA 23059
FREEMAN - 8701 Three Chopt Road, Henrico, VA 23229
GLEN ALLEN - 10700 Staples Mill Road, Glen Allen, VA 23060
GODWIN - 2101 Pump Road, Henrico, VA 23238
HENRICO - 302 Azalea Avenue, Henrico, VA 23227
HERMITAGE - 8301 Hungary Spring Road, Henrico, VA 23228
HIGHLAND SPRINGS - 15 S. Oak Avenue, Highland Springs, VA 23075
TUCKER - 2910 Parham Road, Henrico, VA 23294
VARINA - 7053 Messer Road, Henrico, VA 23231
VIRGINIA RANDOLPH 2204 Mountain Rd Glen Allen, VA 23060

ALBERT

2021-2022 School License Pricing

Licenses start at $12 per student with a volume discount that increases as the seat count increases. There is a linear discount applied to the price per student on all school licenses, which start at a minimum of 100 licensed students.

Number of Seats	Total Cost	Price/Seat
100	$1,176	$11.76
105	$1,234	$11.75
200	$2,304	$11.52
500	$5,400	$10.80
1000	$9,600	$9.60
1500	$12,600	$8.40
2000	$14,400	$7.20
2500	$15,000	$6.00
2500+	$15,000*	<$6.00*

A renewing client's price per student is impacted by the number of seats purchased and their license history. As a result, there may be slight variations in price-per-student, even within a single school district.

Reach out to you account manager or success@albert.io to license your school or discuss additional pricing information.

*We do not charge for any of the seats above $15,000, if a single building buys more than 2,500 seats.

Executive Summary

Learn by Doing, Inc. will be providing licenses to our website, Albert.io. Each seat purchased will cover each unique student (regardless of how many classrooms they are enrolled in) and there is no cost for teachers or admins using the site.

We have been in business since 2016 and service many large school districts across the US, including NYC Public Schools, LAUSD, and Chicago Public Schools. The Henrico County Learn by Doing, Inc. team will consist of our employees.

We have professional development that is also available for purchase. We require at least 1 session of professional development for all first-year schools for an additional fee.

Use of our website, Albert.io, does not require any software to be downloaded and all work is completed on the website.

All of our data is exportable to Henrico County upon request.

Our account creation and onboarding procedure is detailed as follows: both students and teachers/admins must create their own accounts via one of the following methods: Manual Account Creation, Google SSO, Clever SSO. Teachers can also invite students via Google Classroom. For students under the age of 13, we have an age screener upon account creation.

Below is a list of the service providers Learn by Doing, Inc. uses and our purpose for sharing data:

Service Provider	Purpose of data sharing
Appsignal	Application performance monitoring
Bugsnag	Software error monitoring
Front	Email client
Google Cloud Platform	Cloud hosting and data warehousing
Hotjar	Survey response collection and feature usage research
Intercom	Customer support, help center, and customer messaging
Mode Analytics	Data science; user and product research
Pipedrive	CRM
Sendgrid	Transactional email service (e.g., password reset emails)
Slack	Internal communication
Stitch Data	Data ETL service
Stripe	Payment processing
Typeform	Survey response collection
Zapier	Web services integration

While we aren't certified with LTI yet, we have implemented the LTI 1.3 spec for IMS.

Albert secures User Information both in transit and at rest via encryption. We use modern cryptographic algorithms like AES256 with strict user access control and multi-factor authentication.

Henrico County will have a dedicated team to answer any and all questions. Our technical support is available Monday-Friday from 8am to 6pm Central time.

Please see resumes of Learn by Doing, Inc. employees that will be working with Henrico County Public Schools in Appendix C.

References

1. Phyllis Gandy - Arlington Public Schools - (703) 228-7213 - phyllis.gandy@apsva.us
2. Theresa Smithey - Waxahachie ISD - (972) 923-4631 - tsmithey@wisd.org
3. Heather Wysokinski - St. Mary's County Public Schools - (570) 954-9931 - hmwysokinski@smcps.org

Proposed Solution

Learn by Doing, Inc. website, Albert.io, has 3 subjects that pertain to computer science. They are AP® Computer Science A, AP® Computer Science Principles and Algorithms & Data Structures. Our subjects provide questions that teachers can assign to students. After answering, students then receive explanations of the answers.

Our multiple choice questions are all auto-graded and teachers are shown which students are struggling with what concepts. Teachers can open up the questions for independent practice, or lock them for students to do only upon assignment.

All of our questions aligned to the Common Core curriculum. Our AP® courses are suitable for high school students, while our Algorithms & Data Structures course is suitable for all ages.

Learn by Doing, Inc. offers phone, email and in-app chat (not available for students) Monday-Friday 8am to 6pm Central time.

Henrico County Public Schools will have an Albert team member dedicated as their account manager, who will review data and manage licenses, and another that will handle adoption and support.

Learn by Doing, Inc. is currently offering virtual professional development for an additional purchase (not included with licenses). School administrators will work with our team to pick session topics most needed by Henrico teachers.

Albert.io is most compatible with Chrome and Firefox browsers and can be accessed from a computer, tablet, Chromebook or smartphone.

Users can create accounts manually, with Google SSO or Clever SSO. Administrators can decide if they would like to limit the email domains accessing their licenses (ie, students can only log in with school emails, not Yahoo emails). Using Albert.io does not require any computer installations.

Teachers can upload student rosters via CSV or through Google Classroom (they can also be entered manually). While we are not certified currently, we have implemented the lti 1.3 spec from IMS.

We use Google Cloud's multi-region services for hosting our VMs. Albert secures User Information both in transit and at rest via encryption. We use modern cryptographic algorithms like AES256 with strict user access control and multi-factor authentication. We are not currently SOC 2 certified, and the bandwidth required per student is 512 kb/s.

Since no downloads are required, Albert.io can be accessed from anywhere and there is no limit on data storage.

We are FERPA and COPPA compliant. We have also been certified by iKeepsafe. You can see our product profile here:
https://ikeepsafe.org/content/uploads/2017/10/Product_Profile_-_Learn_By_Doing_Inc-2020_version.docx.pdf

We are WCAG 2.1 level A compliant and we are currently working on being compliant with AA and AAA. We are ensuring all student-side pages are functional with only keyboard use as well as appropriately labeled to ensure screen reader compatibility.

We meet all network, software and computer specifications.

Evidence

Learn by Doing, Inc. has services in many of the largest school districts in the US, including NYC Public Schools. We collect evidence of our success in the form of case studies, which you can find here: https://www.albert.io/case-studies

Workload

Learn by Doing, Inc. will have no issue having Henrico Schools up and running by August 1, 2021 (or whenever we receive a PO or payment). Once a PO or payment is received, we will activate the licenses for each school within the district. All of our licenses run from date of purchase (or 7/1/21 if earlier) to 6/30/22.

We will create admin accounts upon license activation, and once that is complete, admins can start inviting teachers to the platform.

Sample Reports

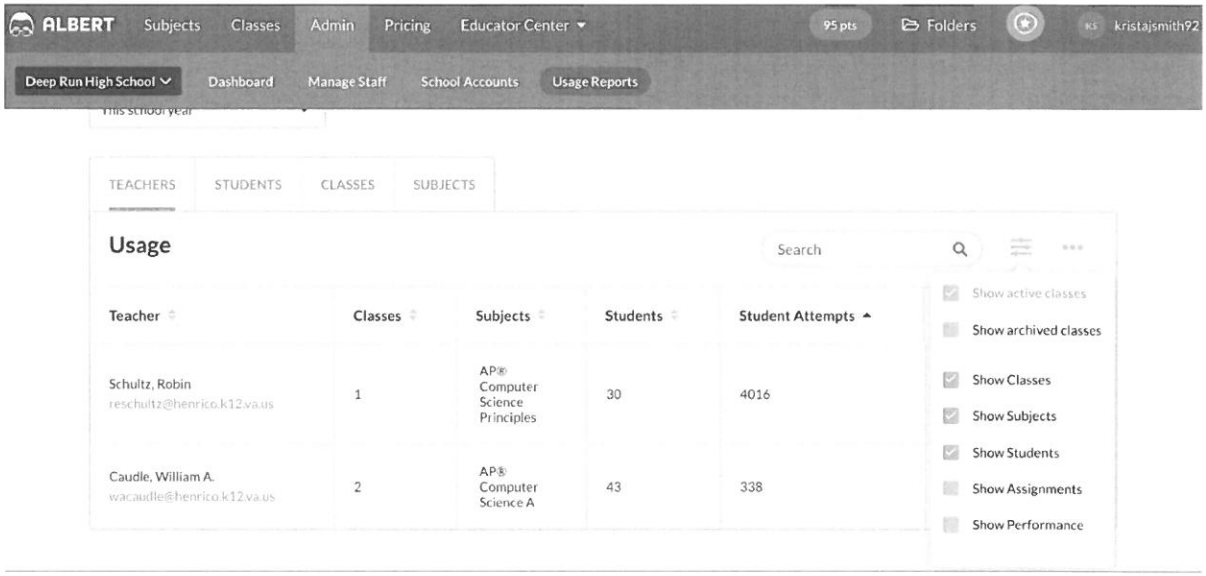
We are able to provide custom usage reports via Google Data Studio in the 21-22 school year. General reports available to teachers and administrators in the product are customizable based on variables they choose to display. The content on our website is not customizable and is property of Learn By Doing, Inc.

Teacher help articles for data review:
https://help.albert.io/en/collections/521216-teachers#viewing-your-students-results

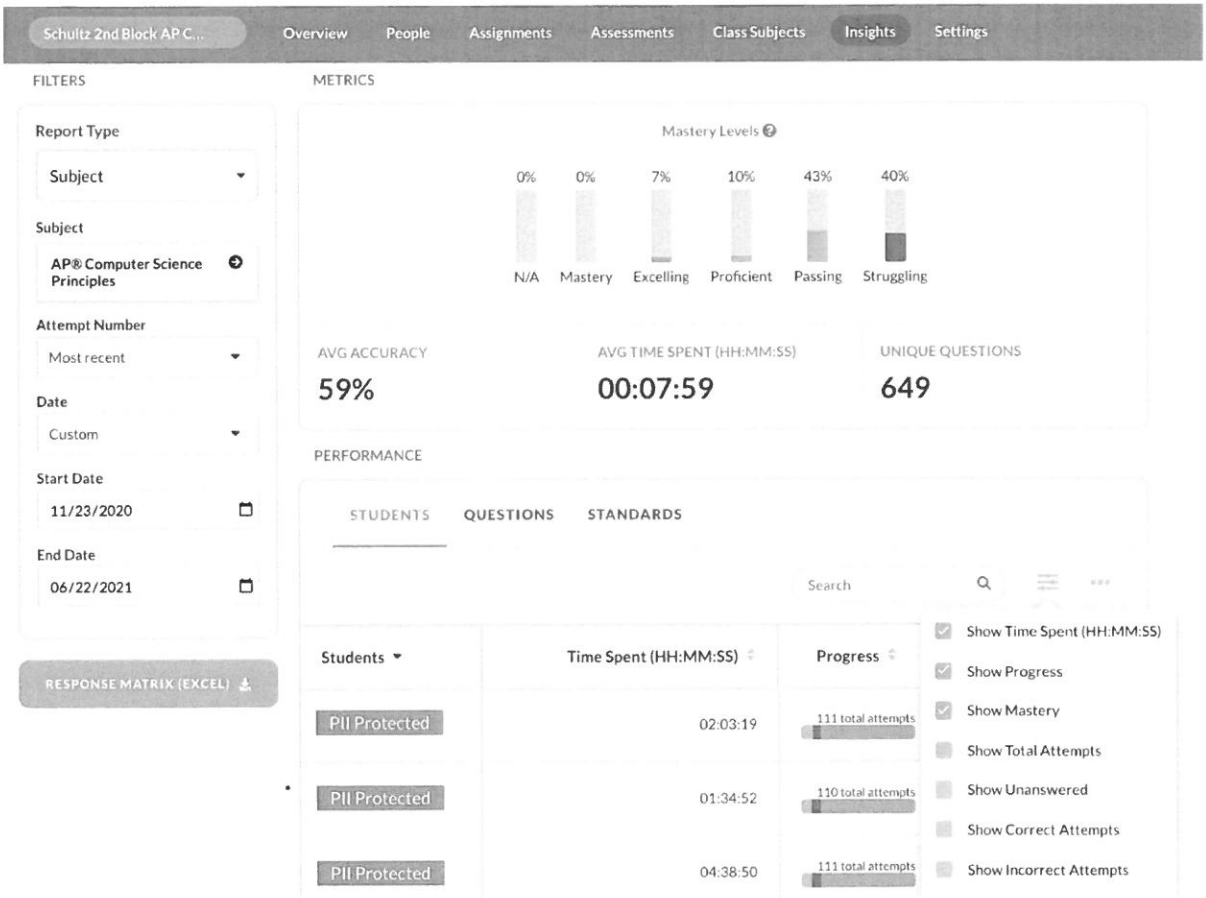
Admin usage data views:
https://help.albert.io/en/articles/2683834-where-can-i-find-my-school-s-usage-data

Sample Reports from Henrico Public Schools:

Usage Report



Teacher view of student insights



District Report

Please see Appendix B

Demo Accounts

Please go to Albert.io's demo environment a **https://demo.learnbydoing.dev/** and log in with one of the following (please keep in mind this environment is slower than our website since it is a demo environment):

Teacher Account 1
Username: Baseball710
Password: qw22qw22

Teacher Account 2
Username: kathrynn
Password: qw22qw22

Admin Account 1
Username: mathletics
Password: qw22qw22

Admin Account 2
Username:brvgsjreyn
Password: qw22qw22

****All information you see in the Albert demo environment has been obfuscated**

Our Albert teacher webinar can be accessed at:
https://help.albert.io/en/articles/1884980-teacher-onboarding-getting-started

Our Albert admin webinar can be accessed at:
https://www.albert.io/resources/albert-admin-webinar

Account Maintenance

Both students and teachers/admins must create their own accounts via one of the following methods: Manual Account Creation, Google SSO, or Clever SSO.

Schools have the ability to prohibit student sign up from non-approved email domains (for example, you can choose to only let students sign up using their school email address).

Students, teachers and admins can all reset their password via a Reset Password button on the login page (if they created their accounts manually). Admins also have the ability to reset student emails from the admin dashboard.

Data Exchange Process

Application logs are captured and stored via Google Cloud Platform. They are saved on Google Cloud's provided infrastructure and are only accessible to the necessary developers supporting the application. The logs store information about the site traffic and functionality, as well as developer-oriented messages for debugging issues. If necessary, specific data can be retrieved and shared with Henrico County Public Schools.

Bandwidth Requirements

The per user bandwidth for our site is 512 kb/s

Terms of Use/Privacy Policy

Terms of Use

Welcome to www.albert.io (the "Site"), an online platform that provides educational products and services (the "Services," and together with the Content (defined below) and the Site, the "Platform"), including, without limitation, educational tests, exercises, tools, content and other materials ("Content") for individual users and educational institutions (collectively, "Users"). The Platform is operated by Learn By Doing, Inc. ("us," "we," or "Albert"), except and unless otherwise indicated.

PLEASE READ THE FOLLOWING CAREFULLY: BY ACCESSING OR OTHERWISE USING THE SITE, YOU ("YOU" OR "USER") AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, WHICH INCLUDE OUR PRIVACY POLICY (FOUND HERE: https://www.albert.io/privacy) ("PRIVACY POLICY") AND ANY OTHER RULES OR GUIDELINES THAT WE POST FROM TIME TO TIME (COLLECTIVELY, THE "TERMS"). IF YOU DO NOT AGREE TO ALL THE TERMS INCLUDED HEREIN, THEN YOU MAY NOT ACCESS OR USE THE PLATFORM.

IF YOU ARE UNDER THE AGE OF 13 (OR ARE OTHERWISE UNABLE TO ENTER INTO A CONTRACT), THEN YOU NEED TO GET YOUR PARENT OR GUARDIAN (USUALLY YOUR MOM OR DAD) TO GIVE US PERMISSION FOR YOU TO USE THIS SITE.

IF YOU ARE A PARENT OR GUARDIAN AND YOU GIVE US PERMISSION FOR YOUR CHILD (OR MINOR) TO REGISTER WITH THE SITE AND USE THE PLATFORM, THEN YOU AGREE TO BE BOUND BY THESE TERMS AS THEY RELATE TO YOUR CHILD'S USE OF THE SITE AND THE PLATFORM.

If you do not agree to abide by these or any future Terms, do not use or access (or continue to use or access) the Service or the Site. References to "use," "access," or "permission" (to use or access) the Platform refers to use, access, or permission to use or access the Platform in any way and to any extent.

RESTRICTED ACCESS

As mentioned above, in accordance with the Children's Online Privacy Protection Act ("COPPA"), if you are under the age of 13, you are not permitted to use the Platform without parental consent and an active school license. If you are a teacher or school administrator, you must collect parental consent before enrolling students under the age of 13 in Albert classes. Please review our Privacy Policy for more details.

If you believe, for any reason, that we have obtained any information from or about a User age under the age of 13 that has not been provided in compliance with these terms and our Privacy Policy, please contact us immediately at hello@albert.io.

YOUR ACCEPTANCE OF THE TERMS

These Terms constitute a binding legal agreement between you and Albert outlining your legal rights, obligations, and remedies arising from your use of the Platform. Our Privacy Policy (https://www.albert.io/privacy) provides information concerning our collection and use of your personal information, the terms of which are incorporated into these Terms. These Terms apply to anyone who accesses or uses the Platform. By using the Platform you are indicating your acceptance of the Terms and Privacy Policy, including any dispute resolution, arbitration, limitation of damages, and choice of law provisions.

We reserve the right to make changes at any time to the Platform and/or these Terms. Any modifications to the Terms will be effective upon posting, unless applicable law requires your affirmative consent, in which case, we will require such affirmative consent the next time you access the Platform. Your continued use of the Platform following the posting of any revised Terms will constitute acceptance of the modified Terms, including those modified Terms that you accepted through your affirmative consent.

If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority and are able to form this contract binding your employer, or the applicable entity, to these Terms; (ii) you have read and understand these Terms; and (iii) you agree, on behalf of the party that you represent, to these Terms.

USER ACCOUNTS

You must register for an account in order to gain access to and use certain parts of the Platform. You must provide true, accurate, current, and complete information when using the Platform, including when registering your account. You are also responsible for making sure this information remains current and up-to-date during your use of the Platform. You may not use, or register for, the Platform if your account has been previously suspended or removed by Albert.

When creating an account, you will be asked to provide a password. You are responsible for any activity under your account, so you must maintain the confidentiality of your password in order to prevent unauthorized access to, or use of, your account. If you believe that your account has been compromised and susceptible to unauthorized access or use (e.g., in the event of a loss, theft, or unauthorized disclosure or use of your account ID or password), then you must notify us at hello@albert.io. You may be liable for the activity that occurred under your account (including any losses incurred by Albert or others) due to any unauthorized use of your account.

By using, or registering for, the Platform, you represent that you have not been previously suspended or removed from the Platform and that your registration and your use of the Platform is in compliance with any and all applicable laws and regulations.

The Platform is not available The Site is not available to (a) any user previously suspended or removed from the Platform by Albert or (b) any person under the age of 13 [or under the age of

consent in the state in which you reside] whose registration has not been approved by a parent or legal guardian. By using or registering an account for the Services, you represent (a) that you have not been previously suspended or removed from the Services by Albert; (b) that you are either (i) at least 13 years of age [or are of the age of consent in the state in which you reside] or (ii) your parent and/or guardian has consented to your use of the Platform; and (c) that your registration and your use of the Services is in compliance with any and all applicable laws and regulations.

Child Users. If you are under the age of 13 ("Child User") [or are under the age of consent in the state in which you reside ("Minor User")], you may not use, or register to use, the Platform unless and until you have consent and approval from your legal parent or guardian. A Child User's [or Minor User's] registration process will be restricted until a parent or legal guardian consents to use of the Platform and assumes responsibility for the Child User [or Minor User] account.

Additionally, a Child User [or Minor User] may use the Platform if registered through certain educational organizations or, in certain cases, by Educator Users (as defined below) that have entered into a relationship directly with Albert and through which education organization or Educator User the legal parent and/or guardian of such Child User has consented to use of the Platform. Further, in certain instances, a Child User [or Minor User] may use our Platform via one of the third party applications that integrate into or with the Platform. A Child User [or Minor User] that has registered through such external educational organizations, third party applications, or Educator Users will only be permitted to use the Platform for so long as Albert reasonably believes that such access has been consented to by the Child User's [or Minor User's] parent or guardian.

Educator Users. We may make available features and tools that permit certain Users (such as, for example, representatives of school districts, schools, and teachers) to work with students (collectively, the "Student Users," and individually, a "Student User") and other Users through the Platform in order to provide such Student Users and other Users with educational services, and to review and evaluate educational performance and progress of such Student Users (each an "Educator User"). If you are an Educator User, you must use Albert's teacher registration process when registering accounts on the Platform. IF YOU ARE A EDUCATOR USER AND YOU REGISTER AN ACCOUNT FOR A CHILD USER [OR A MINOR USER], YOU REPRESENT AND WARRANT THAT YOU HAVE RECEIVED EXPRESS CONSENT FROM SUCH CHILD USER'S [OR MINOR USER'S] PARENT OR LEGAL GUARDIAN FOR YOU TO REGISTER THE CHILD USER [OR A MINOR USER] FOR THE SITE AND FOR YOU TO PROVIDE TO ALBERT THE INFORMATION YOU DISCLOSE IN CONNECTION WITH THE REGISTRATION OF SUCH CHILD USER [OR A MINOR USER]. WITHOUT LIMITING THE FOREGOING, YOU FURTHER AGREE TO BE BOUND BY THESE TERMS ON BEHALF OF SUCH CHILD USER [OR A MINOR USER], INCLUDING WITHOUT LIMITATION BEING LIABLE FOR ALL USE OF THE SITE BY THE CHILD USER [OR A MINOR USER]. You hereby agree to indemnify, defend and hold harmless Albert against any and all claims, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or related to (a) your violation of any provision, representation or warranty in these Terms; (b) the use of the Platform by the Child User [or Minor User]; (c) your failure to obtain sufficient parental or legal guardian consent; (d) your registration of the Child User [or Minor User], or (e) any other action related to the Child User [or Minor User].

Integrated Services. Albert may allow you to register for the Platform through certain third party websites or networks, such as Google, Facebook, and Clever (each an "Integrated Service"). Albert may also allow you to associate your account with an Integrated Service. If you register through, or associate with, an Integrated Service, you agree (i) that Albert may access your account information from such Integrated Service, (ii) to abide by any and all rules and policies, including terms and conditions and privacy policy, of the Integrated Service while using the Platform through, or associating with, the Integrated Service, (iii) that the Integrated Service is a Third-Party Software (as defined below), and (iv) that you are solely responsible for your interactions with the Integrated Service as a result of using the Platform through, or associating with, the Integrated Service. Albert does not control the practices of third party, including any Integrated Service, so you are responsible for reading and understanding the applicable policies and rules, including the privacy policy and terms and conditions, of any Integrated Service that you use.

RESPONSIBILITIES OF USE

You acknowledge and agree that your use of the Platform is subject to applicable federal, state, and local laws. You are entirely responsible for your use of the Platform, including but not limited to communications with other Users and abiding by any and all applicable laws during such use. Further, you indemnify, hold harmless and will defend us against any and all damages, losses, costs and other expenses related to claims and other actions against us as a result of your use of the Platform.

You agree you will not interfere, in any way, with any other User's use of, or access to, the Platform and will not attempt to gain unauthorized access to the account or computer system of any other User. You further agree not to take any other action in connection with your use of the Platform with respect to another User which violates any law or regulation and to fully comply with all applicable laws and regulations in your use of the Platform as pertaining to other Users.

USER LICENSE

For your use of the Platform, Albert grants you a limited, personal, non-transferable, non-exclusive, revocable license to use the Platform in accordance with your agreed upon level of use, access, and permissions. This limited license can be revoked at any time for any reason. You acknowledge and agree that it is your responsibility to inform us immediately if you are granted use, access, or permission rights exceeding the level of use, access, and/or permissions to which you are entitled.

Without limitation of the foregoing, your limited license to use and access the Platform is granted strictly according to the prevailing restrictions at the time of registration, subject to change from time to time, with or without notice, unless required by applicable law; provided, however, that changes to these Terms will be binding on you from the date such changes are posted and thereafter (as well as any applicable subsequent changes) or, if required by applicable law, from the date you affirmatively consent to such changes. In the event of change(s) of these Terms, to the extent that you remain an active User, we will also notify you

via email of such change(s), which email will contain information relating to the effective time of such change(s) to these Terms.

Albert may terminate your membership, remove any content or information that you have posted on the Platform and/or prohibit you from using or accessing the Platform for any reason, or no reason, at any time in its sole discretion, with or without notice.

Albert does not offer refunds on purchases with respect to being able to access and use the Platform. We may, at our sole discretion, issue refunds if we determine appropriate. Refund requests may be sent to hello@albert.io.

USER CONDUCT

You understand that the Platform is available for your personal, non-commercial use only. You understand that Content includes, without limitation, text, images, data, illustrations, files, audio, videos, designs, documents, and other materials and content.

You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted, transmitted, or shared by you on or through the Platform will violate or infringe upon the rights of Albert or any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material.

The Platform includes information regarding Albert and the Services and Content (which includes, without limitation, text, images, data, illustrations, files, audio, videos, designs, documents, and other materials and content). The Services and Content are proprietary to us. The Platform also includes links to other third party websites or content owned by us. You may only download, view, copy and print information, materials, and any other aspect of this Site according to the directions and instructions on the Site and (i) solely for your personal, informational purposes; and (ii) provided that neither the materials nor any proprietary notices or disclaimers therein are modified or altered.

You shall retain all title to and ownership of and all proprietary rights with respect to any content you create, and shall be solely responsible for its use thereof. You are also responsible for securing and backing up any such content and your Personal Data. Unless prohibited by applicable law, Albert retains ownership in any Usage Data (excluding any Personal Data). To the extent you retain ownership of Usage Data under applicable law, you hereby grant Albert a worldwide, royalty-free, and non-exclusive license to access and use your Usage Data for the sole purpose of enabling Albert to provide the Platform, and for the limited purposes set forth in Albert Privacy Policy. You also permit Albert to use your Personal Data as set forth in our Privacy Policy.

You agree to access the Site through a web browser, and specifically agree not to use any third party applications to access the Platform. You further agree that you will not use any robot,

spider or other automatic device, manual process or application or data mining or extraction tool to access, monitor, copy or use the Platform. You agree not to take any other action that imposes an unreasonable or disproportionately large load on the Platform. Except as expressly provided herein or elsewhere on the Site, you may not use, download, upload, reproduce, copy, duplicate, print, display, perform, republish, sell, license, post, transmit, disseminate, redeliver using "framing technology," otherwise distribute, or commercially exploit in any way the Site or any portion thereof or any information or content on the Site, without the prior written permission of Albert. In addition, you agree not to link to any page of the Site other than the home page located at www.albert.io.

COPYRIGHT

© Learn By Doing, Inc. All rights reserved.

You may access copyrighted material for personal use only, unless you obtain express written permission from an authorized representative of Albert, to download copyrighted material for other uses. Thus, except as otherwise expressly permitted under copyright law, you may not copy, redistribute, retransmit, publish or commercially exploit accessed material without our express written permission. As between you and us, all content on and/or provided via the Platform, including where an external copyrighted work is used (whether or not such external ownership is referenced and attributed), is owned by us.

In the case of any and all permitted copying, redistribution, or publication of copyrighted material, you may not make any changes to, or delete, any trademark legend, copyright notice, author attribution, or other ownership-related symbol. You acknowledge and agree that no ownership rights are conferred to or acquired by you upon download or use of copyrighted material.

The Content on and/or provided by the Platform is our property and protected by copyright and other restrictions. Copyrights and other proprietary rights in the Content may also be owned by parties other than us. You may not copy, modify, distribute or otherwise use any of the Content, except with written permission from us. Please note that we may withdraw any Content from the Site at any time in our sole discretion.

Unauthorized commercial publication or exploitation of text, images, documents, materials or any other Content is prohibited. If you wish to use any of the Content for commercial use, publication, or any purpose other than accessing for personal use, you must obtain our written permission prior to such use. We may, in our sole discretion, grant permission for such use on a case-by-case basis and we will, unless otherwise agreed, charge a usage fee for such use of no less than $50 per item of Content per use of such item of Content.

TRADEMARKS

The Albert name and other Albert graphics, logos, designs, page headers, selected icons, scripts, and service names are registered trademarks, common law trademarks, or trade dress of Albert in the U.S. and/or other countries. Our trademarks and trade dress may not be used, including as part of others' trademarks or domain names, in connection with any product or service in any manner that is likely to cause confusion, and may not be copied, imitated, or used, in whole or in part.

Names, titles, trademarks, service marks, and logos (collectively, the "Trademarks") displayed on the Platform are our registered and/or unregistered common law trademarks or those of third parties. Nothing contained on the Platform should be construed as granting, by implication or otherwise, any license or right to use any Trademark displayed on the Platform without our express written permission or that of the appropriate third party that owns the Trademark. Except as permitted by these Terms, any unauthorized use of the Trademarks is prohibited

THIRD-PARTY WEBSITES AND CONTENT

The Platform may contain links (or send to you through the Platform) to other websites ("Third-Party Sites") as well as applications, software, text, graphics, pictures, music, sound, video, articles, photographs, and other content belonging to or originating from third parties ("Third-Party Content"). The Company makes no warranty regarding the accuracy, appropriateness, or completeness of such Third-Party Content and is not responsible for any Third-Party Sites accessed through the Platform or any Third-Party Applications posted on, available through, or installed on the Platform. Inclusion of, linking to, or permitting the use or installation of any Third-Party Site, Third-Party Content, or Third-Party Applications (collectively, "Third-Party Software") does not imply endorsement by Albert. If you decide to leave the Platform and access Third-Party Software (or you access Third-Party Software while on or engaged with the Platform), you do so at your own risk and agree to fully indemnify, hold harmless, and defend us against any and all damages, losses, costs, and other expenses related to claims and other actions against us as a result of your use of, or access to, Third-Party Software.

SUBMISSIONS

You acknowledge and agree that any information and data generated by your use of the Platform (excluding Personal Data) are non-confidential, except as required by applicable law, and shall become the sole and exclusive property of Albert, except as required by applicable law. We shall be entitled to the unrestricted use and dissemination of this information and data (excluding any Personal Data) for any purpose, commercial or otherwise, without acknowledgment or compensation to you, except as required by applicable law.

DIGITAL MILLENNIUM COPYRIGHT AGENT

For purposes of the Digital Millennium Copyright Act ("DMCA"), we have designated an agent for notices of claimed infringement. If you have any objections governed by the DMCA, please

contact the agent listed under the Section entitled "Contact Information" below. We provide this contact information for purposes of the DMCA only and reserve the right to respond to communication that is relevant for this purpose.

Contact Information: If you wish to contact us regarding (i) information on our products and services, (ii) permission to reproduce or use any Content on the Site, (iii) notices of claimed infringement under the DMCA, or (iv) any other reason, please contact:

Attn: DMCA Agent

Learn By Doing, Inc.

233 N Michigan Ave, Ste 1440

Chicago, IL 60601

Phone: (800) 554-8115

Email: hello@albert.io

DISCLAIMERS

THE PLATFORM IS PROVIDED "AS-IS," AND ALBERT DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE CANNOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE PLATFORM, AND WE DO NOT PROVIDE ANY REPRESENTATIONS OR WARRANTIES THAT THE PLATFORM (OR THE INFORMATION CONTAIN THEREON AND/OR THEREIN) IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE OR THAT ANY OF IT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU SHOULD EXERCISE CAUTION IN THE USE OF ANY AND ALL SUCH SOFTWARE, CONTENT, DATA, OR OTHER MATERIALS AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU OBTAIN SOFTWARE, CONTENT, DATA, OR OTHER MATERIALS FROM OR THROUGH THE PLATFORM AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM OF ANY KIND THAT MAY RESULT.

Albert assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to, or alteration of, your (or any User's) communications. We will not be responsible for

any loss or damage, including any loss or damage to any User resulting from anyone's use of, or access to, the Platform or Third-Party Software.

LIMITATION ON LIABILITY

To the maximum extent permitted by applicable law, in no event will Albert, or Albert's directors, officers, shareholders, employees, agents, representatives, suppliers and licensors, be liable for any indirect, special, incidental, consequential, or punitive damages arising out of the use of, or inability to use, or access to, the Platform or Third-Party Software, including, without limitation, work disruptions, incomplete work, damages for loss of goodwill, computer failure or malfunction, or any and all other personal or commercial damages or losses, regardless of the legal or equitable theory (contract, tort, breach of warranty or otherwise) upon which the claim is based. Albert is not responsible for any liability arising out of the Platform or any material linked through the services.

Furthermore, you acknowledge and agree that any damage caused to our, or a User's computer system, as a result of using the Platform or downloading material from the Platform is at your own risk and/or your own responsibility.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Albert, and its directors, shareholders, officers, agents, affiliates, representatives, and employees, from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorneys' fees, arising out of or in connection with your use of the Platform, any Third-Party Software, and your conduct in connection with the Platform or with other users of the Platform.

MODIFICATIONS TO TERMS OF USE; POSTING OF CHANGES

With the exception of our Privacy Policy and for changes that, under applicable law, require your affirmative consent, Albert may at any time, change, modify, add, or delete portions of these Terms at any time without further notice. If updated, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. Your continued use of the Platform after any such changes constitutes your acceptance of the new Terms, unless applicable law requires your affirmative consent, in which case, we will require such affirmative consent the next time you access the Platform.

GOVERNING LAW

By visiting or using the Platform, you agree that the laws of the State of Illinois, without regard to principles of conflict of laws, will govern these Terms and any dispute of any sort that might arise between you and Albert.

ENTIRE AGREEMENT

These Terms supersede any prior agreements and constitute the entire agreement between you and Albert regarding the use of the Platform. The failure of Albert to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms is held invalid, the remainder of these Terms shall continue in full force and effect.

If Albert is involved in a merger, acquisition, or sale of all or a portion of our assets, including in the case of a bankruptcy, Users will be notified via email of any change in ownership. In such a case, a successor entity will assume Albert's responsibilities and obligations herein.

Privacy Policy

1. WHAT IS ALBERT?

Albert helps students learn more effectively through engaging practice and real-time feedback. Educators use Albert to extend their instructional capacity by letting Albert challenge students with questions and providing detailed explanations that students can review at their own pace both in and out of school. Albert serves grades 5 through 12 and covers all core academic areas, including reading, writing, math, science, and social studies.

2. FORWARD AND DEFINITIONS

At Learn By Doing, Inc. ("us," "we," or "Albert"), we take the security and privacy of user data extremely seriously. We are committed to complying with the student data privacy laws that apply to your use of the Platform and helping our customers comply with FERPA, COPPA, and other regulatory requirements. Read more below and in our Terms of Use.

We use the term "User Information" in this policy to refer to information that personally identifies a user of Albert's platform as well as other information we receive or create in the course of a User's usage of the Platform that is linked to information that personally identifies a User. We use the term "Student Information" to refer to User Information that specifically pertains to Student Users of the Platform.

Capitalized words that are not defined herein have the definitions set forth in our Terms of Use.

3. DATA WE COLLECT

When you register for, and use the Platform, you may provide us with three types of User Information:

Personal Data

For the general purposes of authentication, class roster management, and compliance with applicable laws, we collect information that is used to identify individual Users (the "Personal Data"). Personal Data does not include Data that has been aggregated or made anonymous such that it can no longer be reasonably associated with a specific person.

The Personal Data that we collect from Users includes:

Personal Data	User type	Purpose	Required?	Stored?
Salutation (Title)	Educators only	Identification	Yes	Yes
First and last name	Students and Educators	Identification	Yes	Yes
Email address	Students (or their Parents/Guardians) and Educators	Identification, authentication, notifications	Yes	Yes
Username	Students and Educators	Identification and authentication	Yes	Yes
Age	Students only	COPPA compliance	Yes	No

School ID code	Students only	Identification	No	Yes

As a general matter, we do not request nor collect any of the following information from Users:

- physical address(es)
- telephone number(s
- photograph or physical likeness
- date or place of birth
- social security number
- dates of attendance in school
- grade level
- grades or test scores
- disciplinary records
- medical or health records

We collect Personal Data in different ways. For example, we collect Personal Data when Users register for an Albert account or when a teacher invites a student to join their class on the Platform by entering the student's email into the Platform and sending the student an email invitation. . We also receive Personal Data from other sources ("Integrated Services"), such as identity verification services, like Google and Clever, contingent on Users granting such Integrated Services to share Personal Data with us.

You have the right to decline to share certain elements of Personal Data that we ask you to provide, but must note that doing so may limit your use of certain features and functionality of the Platform. You may edit the Personal Data you provide to Albert at any time by accessing your account through the Platform.

Device Data

Like most web-based services, we (or our Service Providers) may automatically receive and log information from your browser or your device when you use our Platform ("Device Data"). Examples of Device Data we may automatically receive and log when you use the Platform include web browser type, IP address, your device's operating system, and your device's geolocation, among others.

We take measures to ensure that our Platform and our Service Providers only collect the minimum amount of Device Data needed to deliver the Platform in a seamless way, help us improve our products, and deliver high-quality customer support. . The Device Data we collect is analyzed and may be aggregated and combined with similar aggregate Device Data of other users the Platform, as well as associated with the Personal Data of individual Users. If you use Albert on different devices, we may link the information we collect from those different devices to help us provide a consistent Platform experience across your different devices.

Usage Data

User interactions with our Platform generate data we refer to as "Usage Data". Usage Data for Student Users may include, for example, the lessons a student chooses to complete and how they performed on those lessons, when a student starts and stops a lesson, and student responses in the lesson. Usage Data for Educator Users may include their class rosters, the lessons they have created and assigned, and their class preferences. Usage Data will be used for educational and product development purposes only.

4. HOW WE USE DATA

Personal Data

We and our third-party software vendors ("Service Providers") use Personal Data to: (i) provide the Platform, ii) comply with applicable laws, and (iii) promote our products, systems, and tools. Examples of how we may use Personal Data include:

- To authenticate a user's identity;

- To customize the features that we make available to you;

- To respond to inquiries, send service notices and provide customer support;

- To communicate regarding a payment, and provide related customer service;

- For regulatory purposes and compliance with industry standards;

- To send communications about new features and products;

- To determine if a student is under 13 for the purposes of COPPA compliance;

- We do not use Personal Data for maintenance, testing, or improvement of the Platform

Device Data

We use other Device Data to improve the product, deliver a consistent and enjoyable experience, debug, provide customer support, and for aggregate analysis.

Usage Data

We use Usage Data for reporting purposes to teachers and educational agencies, and to test and improve our product. We also use de-identified aggregate Usage Data to develop new products, improve or modify our Platform, conduct analysis and develop business intelligence that enable us to operate, protect, make informed decisions, and report on the performance of, our business.

Cookies and similar technologies

We and our Service Providers use cookies and local storage to help provide you with a better, faster, and safer experience. Cookies are small files that websites place on your computer as you browse the web. Local storage is an industry-standard technology that allows a website or application to store information locally on your computer or mobile device.

Here are some of the ways that we and our Service Providers use these technologies: to log you into the Platform, save your preferences, personalize your experience, and protect against abuse. You may set your browser to reject cookies; however, this may affect some functions of the Platform.

As a general matter, we consciously avoid and do not include Personal, Device and Usage Data in cookies and local storage. While we use these technologies to help identify user sessions, the information contained is only meaningful to the Platform itself.

5. HOW WE SHARE DATA

We do not disclose, share, rent, or sell any User Information to any third parties for commercial uses, such as targeted advertising. We only disclose or share User Information with bona fide Service Providers for purposes related to or arising out of the ordinary course of creation, development, operation, service, and maintenance of the Platform. Such bona fide Service Providers shall only use such User Information for such purposes and not to sell such User Information under any circumstances.

Service Providers who do help us operate our Platform must adhere to privacy and security obligations in a manner consistent with the Company's policies and practices. Below is a list of our Service Providers with whom we may share User Information and the services they generally provide.

Service Provider	**Purpose of data sharing**
Appsignal	Application performance monitoring
Bugsnag	Software error monitoring
Front	Email client
Google Cloud Platform	Cloud hosting and data warehousing
Hotjar	Survey response collection and feature usage research
Intercom	Customer support, help center, and customer messaging

Mode Analytics	Data science; user and product research
Pipedrive	CRM
Sendgrid	Transactional email service (e.g., password reset emails)
Slack	Internal communication
Stitch Data	Data ETL service
Stripe	Payment processing
Typeform	Survey response collection
Zapier	Web services integration

6. EDUCATOR USERS AND STUDENT INFORMATION

If you are a Student User using the Platform in connection with a teacher, school, or district (a "School"), your School administrator(s) and teacher(s) ("Educator Users" and each an "Educator User") may have the ability to access, monitor, use, edit, delete or disclose data related to Student Information. Additionally, Educator Users may create Student User accounts on behalf of students and in so doing, provide Albert with the Personal Data of students. If you are an Educator User, you agree that you will obtain and maintain all required consents from Student Users or their parents or legal guardians (when such Student Users are under the age of 13 or the age of consent in the state in which the Student resides) to allow: (i) your access,

monitoring, use, editing, deleting, and disclosure of their Student Information and our providing you with the ability to do so, and (ii) your Student Users' use of the Platform.

If a Student User enrolls in a "class" created by an Educator User on the Platform, the Student User grants permission to the Educator User to view their Personal Data and Usage Data. Enrollments are done via a unique class join code, a unique class join link, direct email invitation, or an Integrated Service.

If you are a Student User using the Platform in connection with a School and do not believe you or your parent or guardian has provided consent for the School or its Educator Users to access, monitor, use, edit, delete, or disclose data related to your Usage Data and Personal Data, please contact us immediately at hello@albert.io.

7. SECURITY

Albert secures User Information both in transit and at rest via encryption. We use modern cryptographic algorithms like AES256 with strict user access control and multi-factor authentication.

8. DATA RETENTION

We retain User Information to provide the Platform to you and our other Users and to provide a useful user experience, and not longer than is necessary to do so. When you update your User Information, we usually keep a backup copy of the prior version for a reasonable period of time in case you need to need to go back to that version.

Users may deactivate their account at any time by accessing their account through the Platform. Deactivating an account means the following:

- Users will no longer be able to access their account.
- No further activity may take place on the deactivated account.
- User accounts will no longer be publicly visible in the Platform.
- All data associated with User accounts will be kept for reporting and compliance reasons.
- User Information for Student Users up until their deactivation time will continue to be shared with any Educator User(s) and the school(s) to which they belonged.

• School(s) that previously had access to such data will not have access following the deactivation.

A deactivated account can be restored, with all User Information intact, upon request

For Student Users who deactivate their account, except for Users (including Minor Users) who make a request for deactivation and de-identification (as discussed below), Albert will retain all of their Student Information for four years after their deactivation date. If no request for re-activation is received during that time, all Student Information will be de-identified and the account will no longer be eligible for restoration.

Following the termination of a license, a School may request that we deactivate and de-identify Student Information and we will do so, unless the School or applicable regulations require the retention of such data, in which case the records shall be de-identified upon the expiration of the retention period.

Minor Users (or their parents and/or guardians) may also request to deactivate and de-identify their accounts for any reason, including infancy, and we will do so. If you are a Minor User and would like to deactivate and de-identify your account for any reason, including infancy, please contact us at hello@albert.io.

In the case of a request for deactivation and de-identification, the following happens:

• We will obfuscate all of the Personal Data in the relevant Student User accounts. This means that their email, first name, last name, salutation, and username get replaced with a long, meaningless identifier that is randomly assigned. This is a one way change, and we can never recover the identity associated with the account after this step. We will perform this obfuscation in our database, all backups that we maintain, and in any Service Providers that we use to deliver the Platform.

• We will retain all Usage Data associated with the accounts to improve the Platform. These reasons include, but are not limited to: internal data analytics and prevention of fraud and abuse.

• This action results in the deactivation of the impacted Student User accounts, preventing them from being used or restored in the future.

• In order to request an account reactivation, please contact us at hello@albert.io. To request that Student Information be de-identified, please contact us at schools@albert.io.

Please note that the requested deletion will be as comprehensive as possible but is always subject to issues outside of our control, including applicable regulations and laws, your actions

and the actions of third parties. We may also need to retain a copy of certain information for legal compliance purposes, including, without limitation, to avoid identity theft or fraud.

9. VIEWING AND CORRECTING INFORMATION

A parent or guardian may review Student Information in the applicable student's records by viewing the Student's Albert.io account. The Platform enables any Educator User to permit parents, legal guardians, and eligible pupils to review personally identifiable information contained in Student Information, and to correct erroneous information, in accordance with procedures established by the School.

To the extent that a User opts to share his or her profile with his or her parent or guardian, such User expressly agrees to such sharing and all related responsibilities and liabilities therewith. Minor Users or Child Users cannot opt of sharing his or her profile with his or her parent or guardian.

We fully comply with the Requirements for Accessible Electronic and Information Technology Design as laid out by the U.S. Department of Education here.

10. STUDENT DATA OWNERSHIP

Any and all student data provided to Albert, or to which Albert has been granted access, are and shall remain the sole property of the educational agency or school that provided or granted access to such records.

11. USERS UNDER 13 YEARS OF AGE

In accordance with the Children's Online Privacy Protection Act ("COPPA"), we require parental consent for students under the age of 13 who wish to use Albert ("Child Users"). Albert does not knowingly permit Child Users to register directly for our Platform without the consent of a Parent (defined below) or Educator User on behalf of a Parent. If Albert learns that Personal Data of a Child User has been collected on our Service without parental consent, then Albert will take appropriate steps to delete this information. If you are a parent or guardian ("Parent") and discover that your child under the age of 13 has an account with our Platform without your consent, please alert us at hello@albert.io.

There are two acceptable ways for Child Users to sign up for the Platform:

1 - Self registration. When a Child User registers for our Platform, we request an active class enrollment code, birthdate, username, email, password, and a parent's email address so that we can email the Child User's Parent in order to seek consent for the Child to use the Platform. Albert does not ask the Child User for any more information than is necessary to provide the

Services to the Child User or to seek parental consent. The Child User will not be able to use the Platform while request for consent from the Parent is pending. If we do not receive Parental consent within 14 days, the Child User's account will be deactivated, and their Personal Data will be deleted from our systems.

2 - School registration. When the Platform is used by a School in the classroom for an educational purpose, we permit the School to create Child User accounts and to provide the requisite consent for Albert to collect User Information of a Child User for this purpose, in lieu of parental consent. Schools may create Child User accounts using tools that we provide. When Schools create accounts in this manner, we do not request additional consent from the Parent, as we require Schools to gather those consents. Similarly, when a School or Educator User invites a Child User to join the Platform and connect to an Educator User's class using a class code, we do not require parental consent as it is the responsibility of that School or Educator User to acquire parental consent for each Child User.

Parents may provide consent for a Child User to use the Platform by responding affirmatively to an email sent by Albert to the Parent's email address provided by the Child User during account creation. If we do not receive consent from the Parent within fourteen 14) days, the Child User's account will be deactivated and the Child's Personal Data is deleted from our systems. Until a Parent provides consent in this manner, the Child User will be unable to meaningfully use the Platform.

Parents may review their child's personal information on Albert, direct us to delete it, and refuse to allow any further collection or use of their child's information by Albert by revoking their consent. Parents seeking to revoke their consent, review their child's information, and request a deletion of their child's data should contact us at schools@albert.io.

12. DATA BREACHES

Within 48 hours of learning about a data breach, or longer reasonable time as may be required by the legitimate needs of applicable law enforcement or as to take measures necessary to determine the scope of the breach and restore reasonable integrity of its systems, we will notify all Users, teachers, Parents, principals, and district administrators whose information may have been improperly disclosed, via email communication to the email address on file for each User. We will inform any Users who oversee those students (i.e. relevant teachers, Parents, principals, and district administrators) if any Student Information or Child User data is involved. This email notification will describe the nature of the data breach, the date of the breach, the types of information that were subject to the breach, and steps that are being taken to protect their Albert.io accounts going forward.

13. USER DATA RIGHTS AND DATA REQUESTS

Certain Users may have additional personal information rights and choices based on where they live. We have tried to provide links to websites that provide more information below. If you feel that this list does not cover your rights, please alert us at hello@albert.io.

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information. To learn more about your California privacy rights, visit https://oag.ca.gov/privacy.

If you are a resident of the European Union or European Economic Area, the General Data Protection Law ("GDPR") may provide you with additional rights regarding our use of your personal information. To learn more about your GDPR privacy rights, visit https://eugdpr.org/the-regulation/.

You have the right to lodge a complaint with the supervisory authority of your habitual residence, place of work or place of alleged infringement, if you consider that the processing of your personal data infringes applicable law. A list of EU data protection authorities is available at: http://ec.europa.eu/newsroom/article29/item-detail.cfm?item_id=612080.

For example, certain Users (such as Users in California or the European Union/European Economic Area may have the following rights with respect to their User Information:

- The right to know what information Albert collects from you, why it is collected, and how it is shared.

- The right to have access to your User Information in a portable format, to the extent technically feasible.

- The right to have your User Information deleted by Albert and its Service Providers and to be notified when such deletion has been completed, colloquially known as the "right to be forgotten".

- The right to have incomplete or inaccurate User Information rectified and to be notified upon rectification.

- Withdraw your consent to the processing of your User Information.

- The right to request information about the categories of information that are sold and/or to opt out of the sale of personal information. (Note: what is covered as a "sale" under California law is not yet clear, but we currently do not "sell" your information, as we understand it.)

Albert is committed to the free exercise of these rights without fear of being denied the opportunity to use the Platform. If you would like to request to review, correct, restrict or delete personal information that you have previously provided to us, object to the processing of User Information, or if you would like to request to receive an electronic copy of your User Information for purposes of transmitting it to another company (to the extent this right to data portability is provided to you by applicable law), or exercise any other rights according to applicable law, please contact us at hello@albert.io. We will respond to your request in accordance with the applicable law that governs the collection, use and deletion of your data and information. The requested deletion will be as comprehensive as possible but is always subject to issues outside of our control, including applicable regulations and laws, your actions and the actions of third parties. It is important to note that we may retain a copy of the information for archival purposes and to avoid identity theft or fraud.

14. NOTICE OF CHANGES

If we are going to make any changes to this Privacy Policy that would change our practices around what data we collect, how we collect that data, or that would lessen the previously noted protections around student data privacy in a material way, we will notify all users at least 30 calendar days in advance of making such a change. We will provide notification via the emails associated with the profiles of our users.

15. CONTACTING US

If you have any questions or comments about this Privacy Policy, please contact us at:

Privacy Director

Learn By Doing, Inc.

233 N Michigan Ave, Ste 1440

Chicago, IL 60611

hello@albert.io

(312) 470-2290

16. CALIFORNIA AB 1584 COMPLIANCE STATEMENT

This Statement describes the policies and procedures employed by Learn By Doing, Inc. to ensure compliance with the requirements set forth in Section 49073.1 of the California Education Code (the "Code").

1. Ownership of Student Information. See Section 10 of this Privacy Policy

2. Student-generated content. The Platform does not collect or store any student-generated content. In the event the Platform is updated to incorporate such a feature, we will amend this statement to describe the means by which students may retain possession and control of student-generated content

3. Third-party access and use. See Section 5 of this Privacy Policy.

4. Parent and pupil review procedures. See Section 9 of this Privacy Policy.

5. Security and confidentiality of Student Information. Albert.io is committed to maintaining the security and confidentiality of Student Information. It has designated a Security Compliance Officer (SCO), who is responsible for: (a) ensuring that the Company's servers are protected against unauthorized access to the greatest degree possible; (b) limiting employee access to Student Information to whatever extent is required for them to perform their job functions; and (c) regularly training employees in data security procedures to further ensure compliance with company data security policies.

6. Unauthorized disclosure. See Section 12 of this Privacy Policy.

7. Post-contract data deletion. See Section 8 of this Privacy Policy.

8. FERPA compliance. Albert.io offers schools and districts utilizing the Platform the means to comply with their obligations under the Family Educational Rights and Privacy Act (20 USC §1232(g)), by enabling Educator Users to inspect and review Student Information and to correct any inaccuracies therein as described in Section 8 of this Statement.

9. Prohibition against targeted advertising. See Section 5 of this Privacy Policy.

17. INTERNATIONAL PRIVACY PRACTICES

If you are using the Platform, including the Site outside of the United States, your data and information is collected in the country in which you are located and is transferred to the United States or another country where our servers are located.

18. CHANGE OF CONTROL

Over time, Albert may grow and reorganize. We may share your User Information with affiliates such as a parent company, subsidiaries, joint venture partners or other companies that we control or that are under common control with us, in which case we will require those companies to agree to use your User Information in a way that is consistent with this Privacy Policy.

In the event of a change to our organizations such that all or a portion of Albert or its assets are acquired by or merged with a third-party, or in any other situation where User Information that we have collected would be one of the assets transferred to or acquired by that third-party, this Privacy Policy will continue to apply to your User Information, and any acquirer would only be able to handle your User Information as per this policy (unless you give consent to a new policy). If you do not consent to the use of your Personal Data by such a successor company, subject to applicable law, you may request its deletion from the company.

In the unlikely event that Albert goes out of business, or files for bankruptcy, we will protect your Personal Data, and will not sell it to any third-party.

Implementation Timeline

Prior to purchasing, Henrico County admins and your Learn by Doing, Inc. Account Managers, Krista Smith and Madeleine McCabe, will meet to discuss an implementation plan. Henrico County's implementation plan from the 20/21 school year is attached as Appendix A.

Upon receiving a PO or payment, Learn by Doing, Inc. will activate the district license for each school. Admins will then invite teachers, who in turn create classrooms and invite students.

Licenses will be turned on by your Account Managers Krista and Madeleine, and support will be handled by your Adoption Manager Maggie Lyman.

Pricing/Attachment C

ATTACHMENT C
PRICING OPTIONS

Provide pricing for the scenario below based off pricing being offered

Scenario	Price
Provide pricing for an annual subscription for one site licenses for a high school for 149 Business students	$ $1,735
Virtual training for 25 teachers (minimum one hour)	$ $500 per hour

Provide pricing as it relates to the proposed solution

	Price
Price per Student (provide details if tiered pricing is offered)	$ Please see our 2021-2022 Pricing Structure here: https://docsend.com/view/crqcfui2rcv4fhv9
Price per Teacher	$ Not applicable - pricing only applies to student seats. All licenses come with unlimited capacity for teachers and classes created on the site.
Price per Classroom	$ Not applicable - pricing only applies to student seats. All licenses come with unlimited capacity for teachers and classes created on the site.
Price per Site	$ Sites are priced out by number of student seats according to the pricing structure above. District licenses receive a bulk discount on top of the standard pricing structure. We cannot provide a cost estimate per site without a total number of sites and total number of student seats per site.
Price for District License 6-12	$ District licenses are priced out per student seat per site using the 21-22 Pricing Structure above and an additional district bulk discount. The additional bulk discount depends on the number of buildings, student population coverage, and years of partnership with the district.
Virtual training to introduce teachers to the platform, inform how to find user instructor materials and answer questions.	$ All virtual and on-site training is $500/hour for the 21-22 school year. If a district or school requests on-site training, an additional $500 fee will be required to cover travel expenses.
Additional Professional Development models	$ All virtual and on-site training is $500/hour for the 21-22 school year. If a district or school requests on-site training, an additional $500 fee will be required to cover travel expenses.
Printed materials – provide list of pricing for each product offered	$ Albert doesn't offer any printable materials at this time.
Consumables – provide list of pricing for each product offered	$ Albert doesn't offer any consumables at this time.

Financial Stability

Learn by Doing, Inc. is a small but growing company. Our revenue is growing year over year.

The company is slowly expanding our workforce and we have employees located throughout the United States.

Saas Contracts

N/A

Assumptions

N/A

Exceptions

N/A

Appendix A

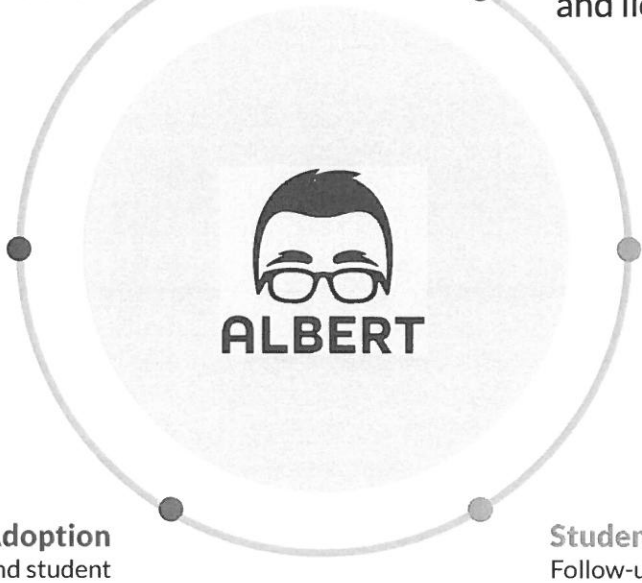
ALBERT

2020-2021 Albert Implementation Plan

Prepared for
Fahryka Elliott
By Krista Smith

Henrico County Public Schools (VA)
P.O. Box 23120 3820 Nine Mile Road Henrico, Virginia 23223

YOUR LICENSE LIFECYCLE



Admin Onboarding

Complete your onboarding call and license activation materials

Teacher Onboarding

Remind teachers to create classes, enroll students, and build assignments for students.

Student Onboarding

Follow-up with teachers to ensure students are enrolled in Albert classrooms

Adoption

Review teacher and student usage, analyze trends, and support data-driven instruction practices

Reflection

Schedule your End-of-Year Check-in Call to reflect on usage and satisfaction

Renewal

Establish a vision for the next school year and secure funding for the renewal

ACTIVATION CHECKLIST

1

Activate your Admin Account

Log in to your Albert admin account to ensure you can access the the site and your Albert Admin Dashboard. *Have a Google account? Learn more.*

2

Pre-Approve Teachers to Access Your License

Invite new teachers and reject any existing teachers who are no longer with your school/district. From there, teachers will activate their accounts, create classes, and invite their students.

3

Announce your Albert Access

Email your approved teachers to let them know your Albert license is open and teachers can start setting up their classrooms and creating assignments.

4

Plan your Training

Reserve time for your professional development on your academic calendar. Book a time on my calendar to coordinate the details of your training.

Need help getting started?

We're here for you!

YOUR ALBERT TEAM

Adoption Manager
Colin O'Neill
colin@albert.io
(312)470-2290 ext. 717

Account Manager
Krista Smith
krista@albert.io
(312)470-2290 ext. 701

IMPLEMENTATION PLAN

District Team

- **Administrator(s):** Fahryka Elliott | fpelliott@henrico.k12.va.us
  - Vision setting & Renewal
  - License Activation, Curriculum Integration, and Management

Implementation Goals

- Build a track towards college readiness - Boost AP® CSP scores
- % Engaged-30 Students - AP

Coverage

Covers 350 students with AP content for grades 9th, 10th, 11th, 12th at Henrico County Public Schools (VA).

Training

1 hour of virtual training. Please reserve time in your academic calendar for your virtual professional development. Your account manager will confirm your training date during your onboarding call.

Roll-Out

Teachers can get started as soon as we complete your **onboarding call**. Important information for roll-out:

- Student Information System: PowerSchool
- Single Sign-on Options: Google, Clever SSO
- Learning Management System: Schoology

ALBERT ADMIN SUPPORTS

Usage Updates* ✓
Receive email updates to stay up to speed on recent teacher and student usage at your school.

Mid-Year Check-In Call* ✓
Set a date for to connect and discuss usage and progress towards your goals.

Albert Admin Newsletter* ✓
Get the latest edTech trends, tips, tricks, shoutouts and success stories from our team and admin around the world.

Get Uninterrupted Access
Plan for the 2021-2022 school year before summer break; students can keep practicing and teachers can gain early access.

Require that Students Use a School-Issued Email
Restrict student access to your district's email domain (e.g. @name.k12.us) when using Albert. *Learn more.*

CAMPUS BREAKDOWN

School Name	Seats	Manager	Communication Preferences
Tucker High School	24	Fahryka Elliot	fpelliott@henrico.k12.va.us Will manage all license across the campuses. All check-in calls and usage reports to be sent to Fahryka.
Godwin High School	107		
Hermitage High School	29		
Henrico High School	27		
Freeman High School	30		
Deep Run High School	133		

Appendix B

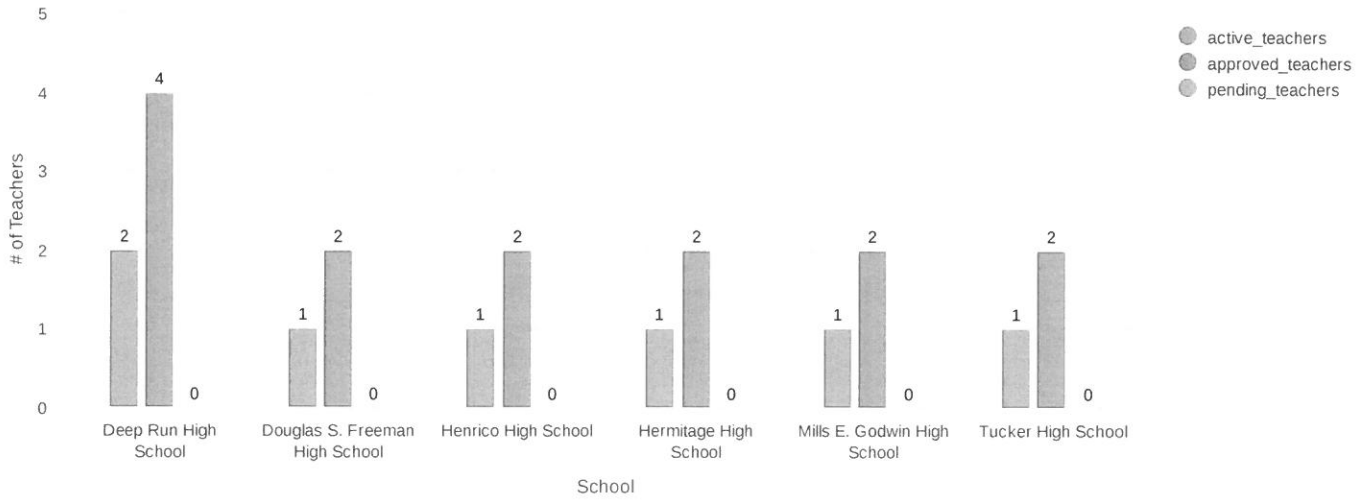
[External] District Report - Overview

District Aggregates

Approved Teachers	Pending Teachers	Active Teachers HAVE AT LEAST 1 CLASS	Total Assignments ...
14	0	7	108

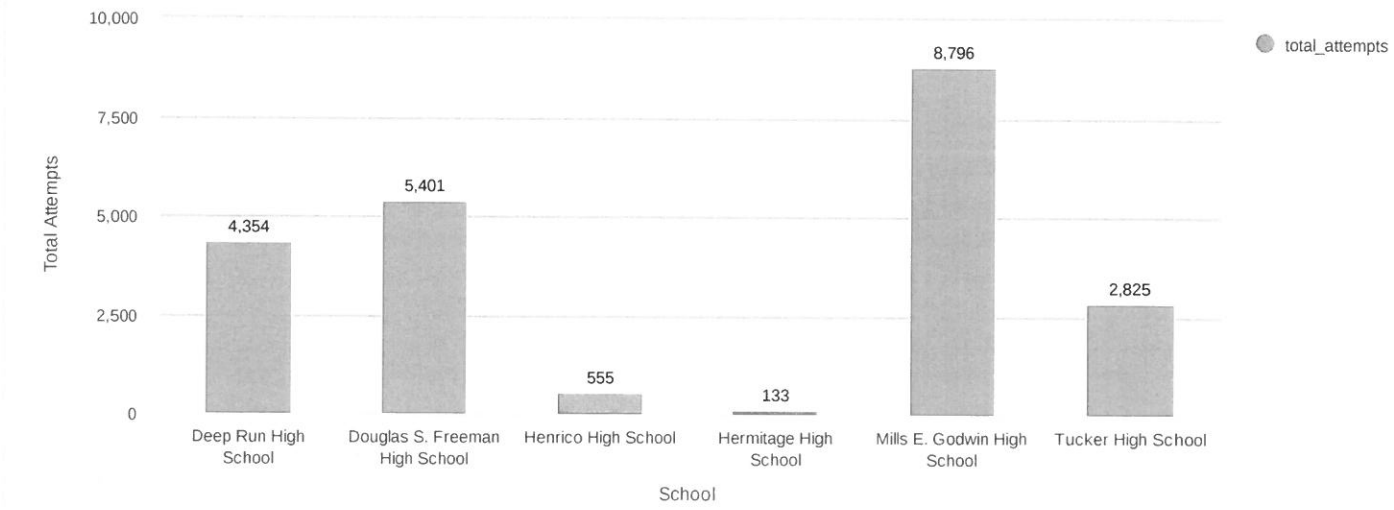
Students Enrolled in Classes IN DISTRICT	Total Attempts ALL SCHOOLS	Average Attempts Made PER SCHOOL
262	22.1K	3.7K

Approved vs. Active Teachers

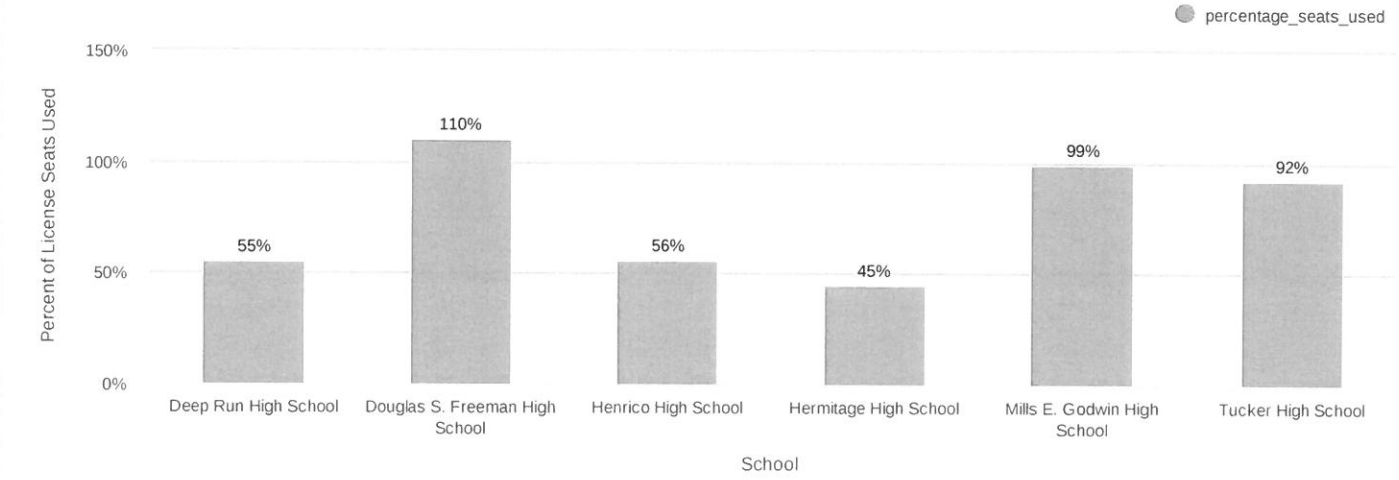


[External] District Report - Overview

Total Number of Attempts

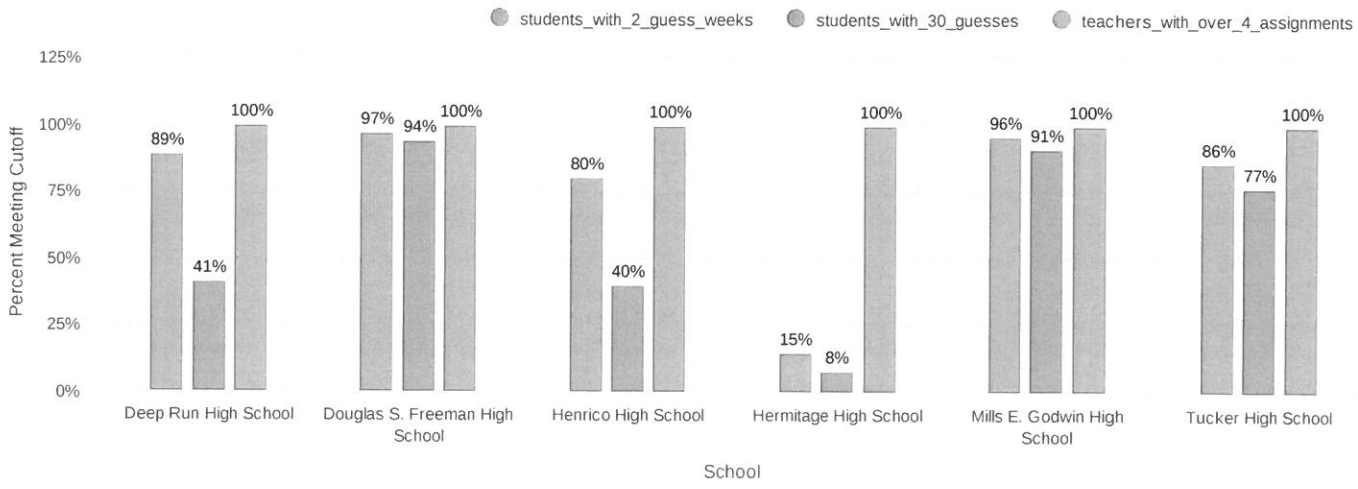


Percentage of Seats Used

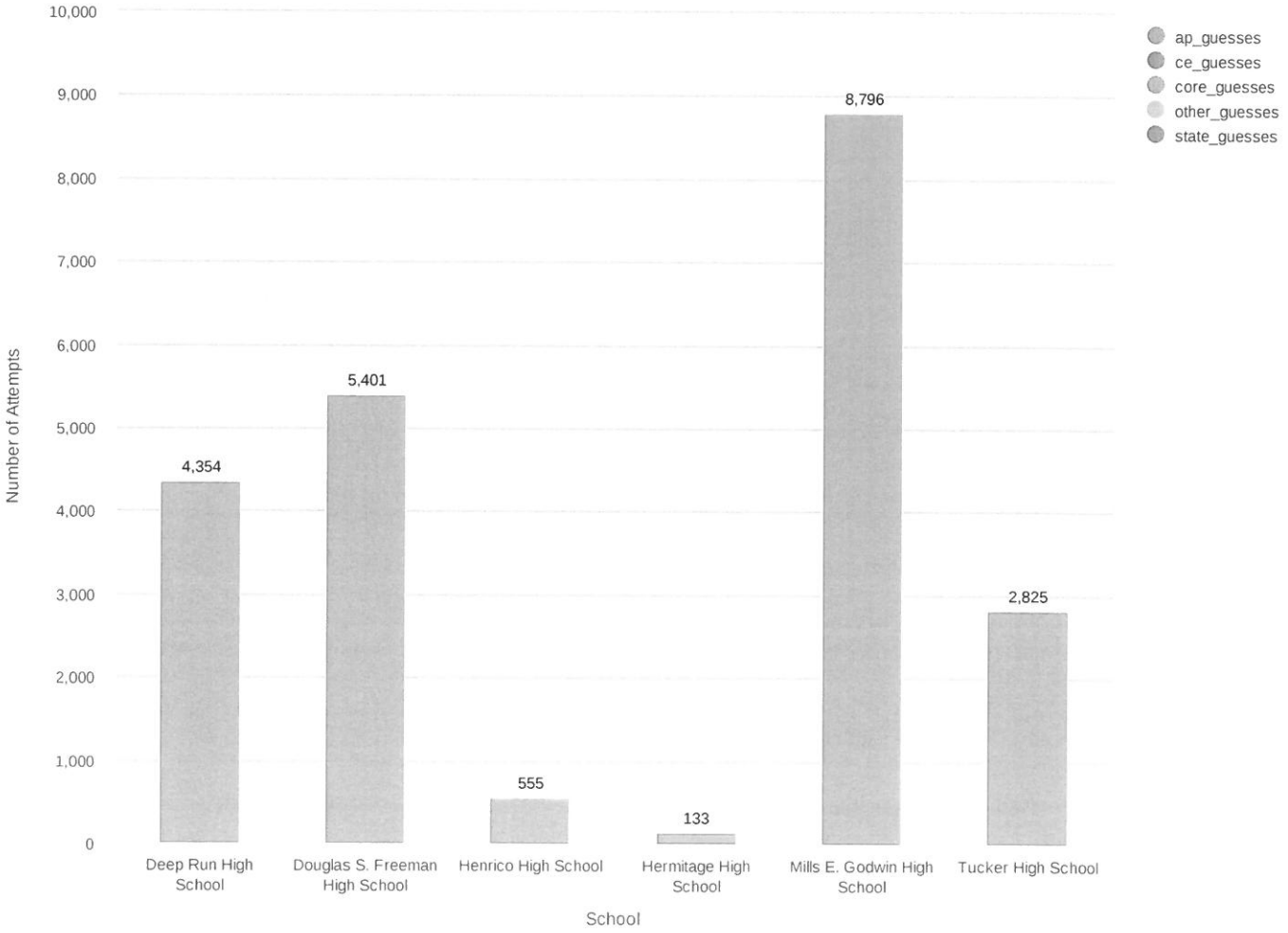


[External] District Report - Overview

Depth of Usage Metrics

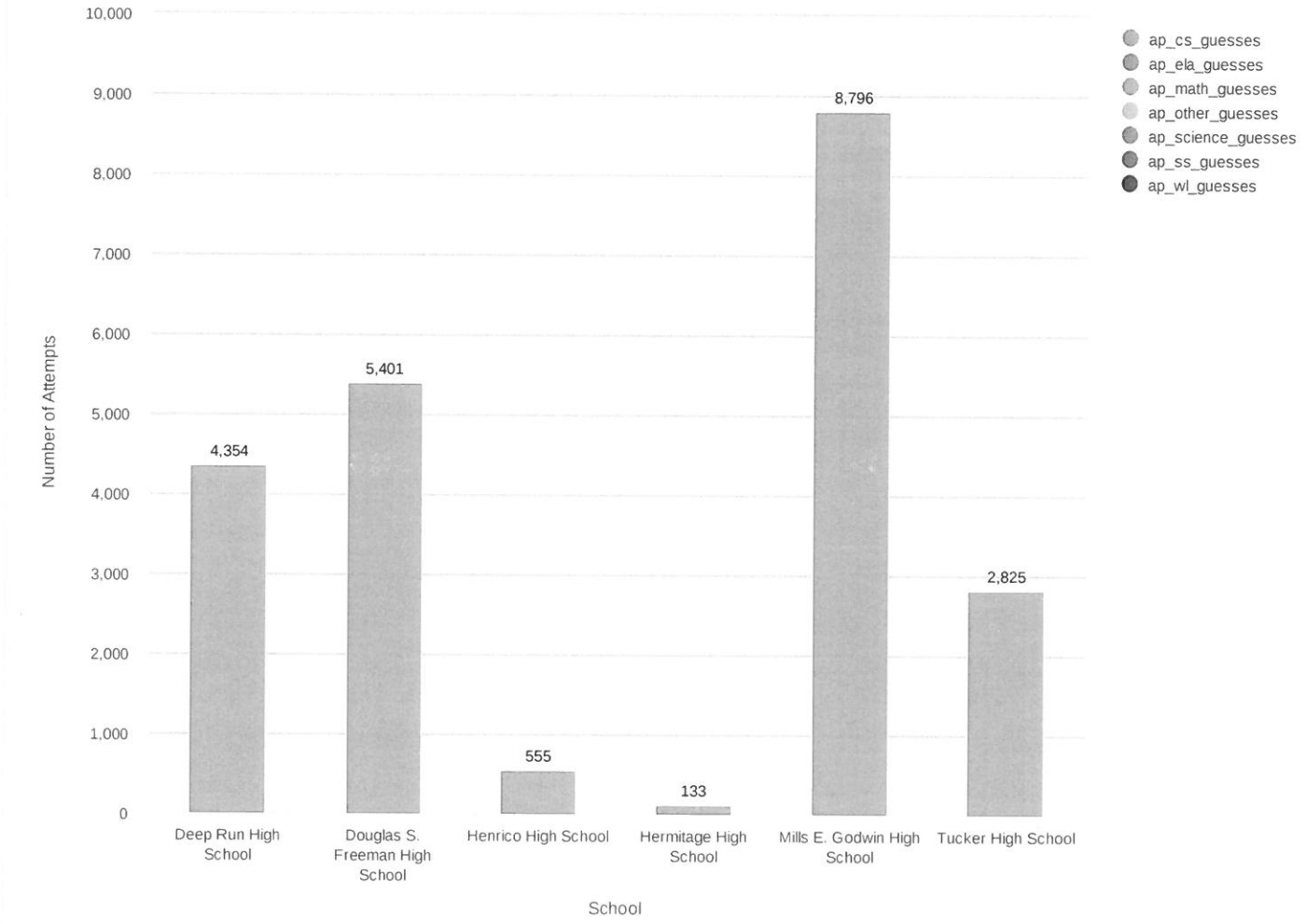


Subject Subgroup Breakdown



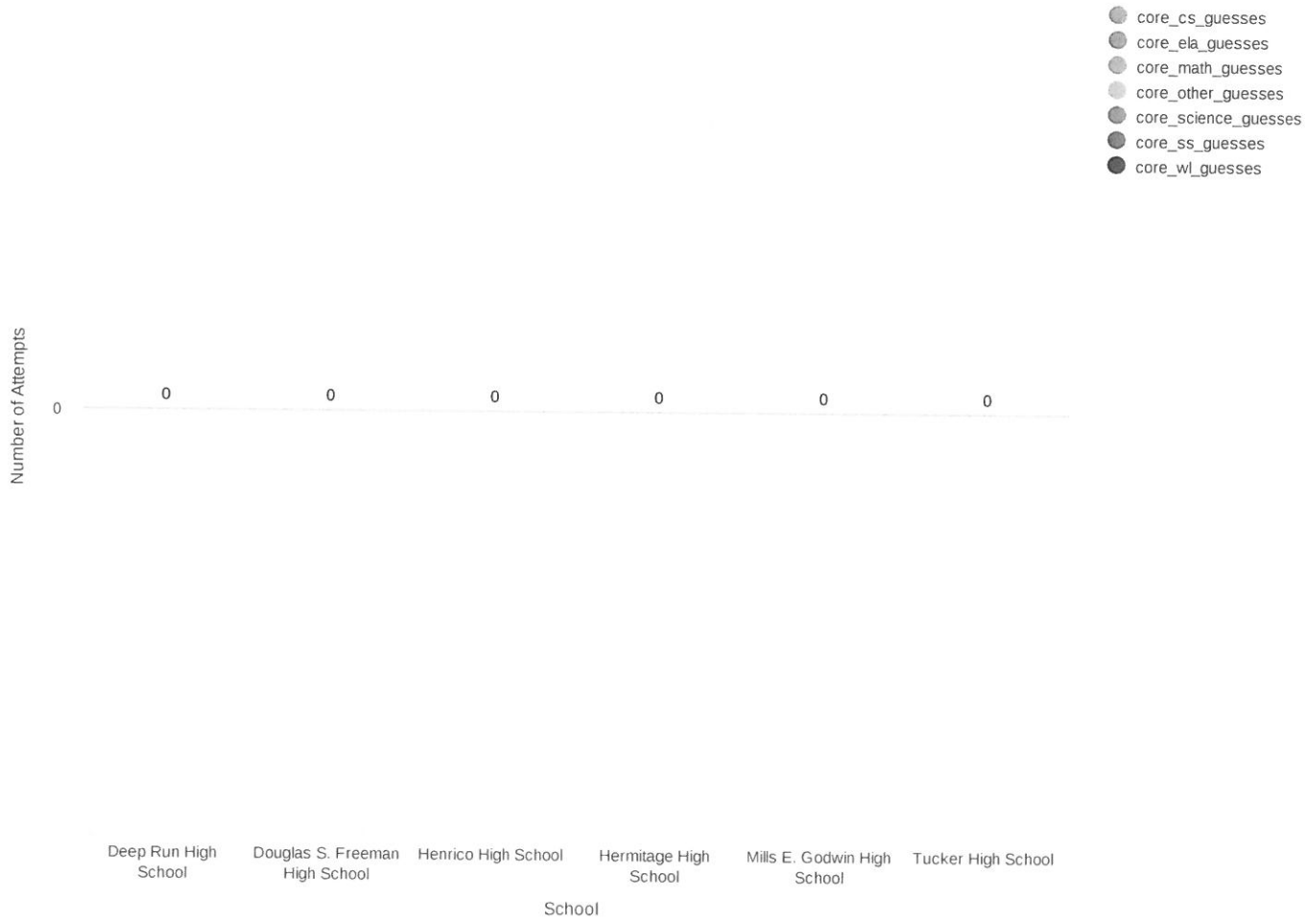
[External] District Report - Overview

AP Breakdown

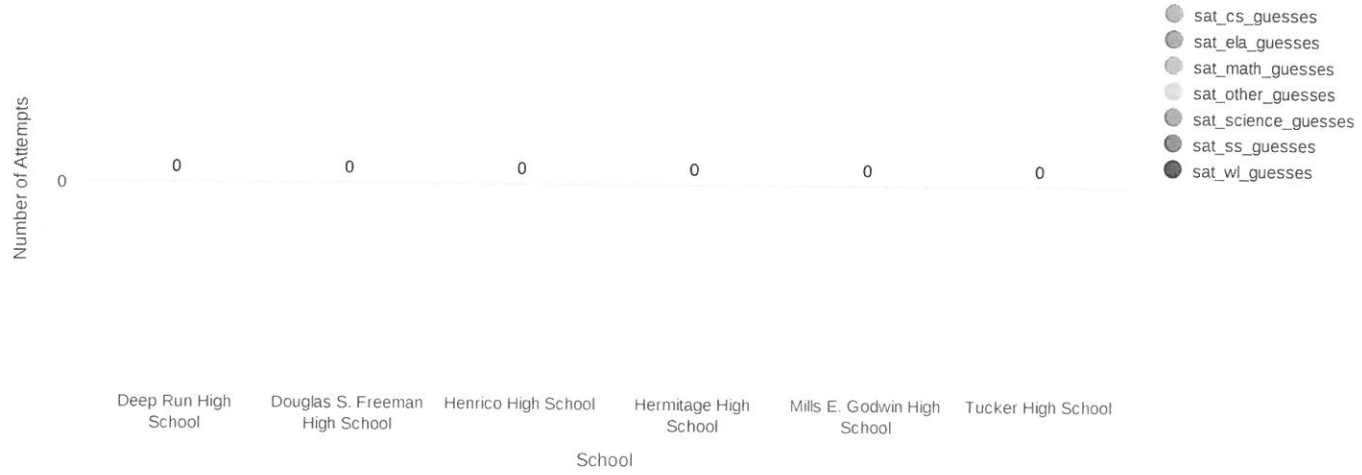


[External] District Report - Overview

Core Breakdown

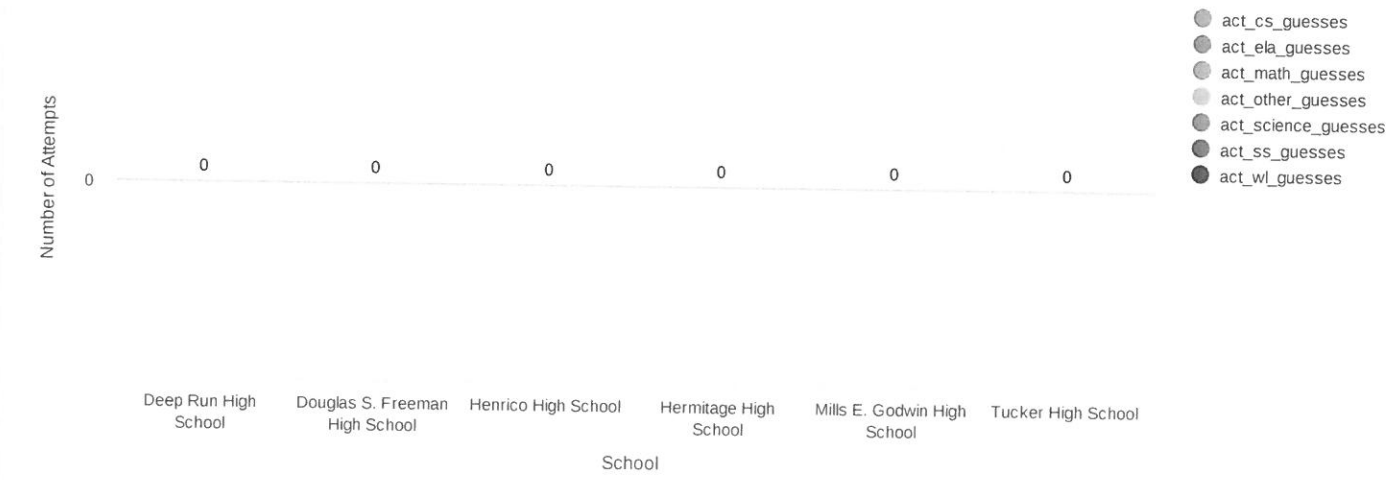


SAT® Breakdown

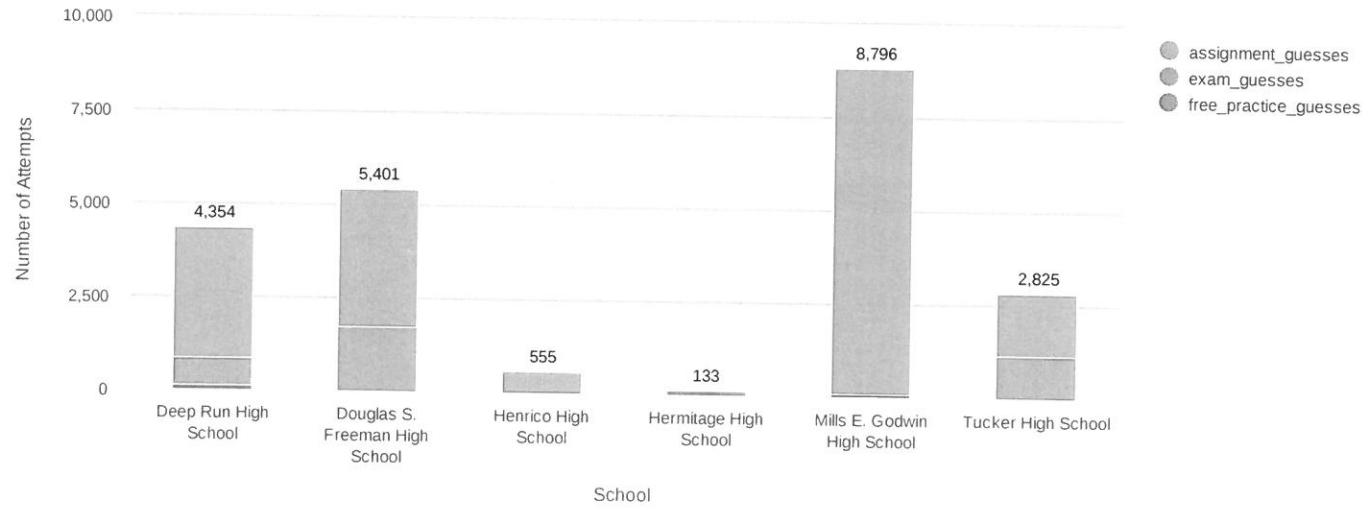


[External] District Report - Overview

ACT® Breakdown



Attempts Breakdown



Appendix C

Albert-3

Madeline McCabe

845-323-7404 | mnmccabe15@gmail.com
https://mnmccabe15.wixsite.com/website

EXPERIENCE

Albert – Learn by Doing Chicago, IL
Account Manager July 2019-Present

- Consult with 250 high school administrators to build school implementation plans that will utilize Albert test prep software to promote college readiness.
- Manage $900k in renewable revenue.
- Organize and lead onsite and virtual professional development sessions to increase teacher familiarity and satisfaction on the platform.
- Execute internal process overhauls to streamline standard operating procedures for account management.

Clarkstown Central School District Rockland, NY
Leave Replacement Kindergarten Teacher Sept. 2018 - June 2019

- Implemented Columbia University's Teachers College literacy curriculum and participated in training.
- Differentiated curriculum to address the learning needs of students; accomplished by means of daily implementation of writing workshops, small reading groups, and math explorations.
- Promoted family engagement through bi-annual parent teacher conferences, progress reports, and daily communications.
- Created a positive learning environment to support academic and emotional growth.

Teach for America/Margaret Brent Elementary School Baltimore, MD
3rd Grade Teacher June 2016 – June 2018

Selected as one of 3,400 out of 37,000 applicants to serve in a national service corps to teach in public schools.

- Improved the pass rate from 11% to 34% on the 3rd grade state math assessment over 2 years, compared to the Baltimore City Schools average of 14%.
- Developed and implemented data-driven lesson plans to consistently promote student learning and academic growth and achievement.
- Utilized a variety of engaging instructional strategies to motivate a range of students including English Language Learners, gifted, and special education students.
- Organized and executed the school's first Historically Black Colleges & Universities awareness month as a member of the College & Career Readiness Committee.

Valence Health Chicago, IL
Associate Business Analyst June 2015–May 2016

- Analyzed data exchanges with vendors to ensure alignment with government standards and regulation.
- Liaised between business and technical personnel to communicate needs and align projects.
- Facilitated project status meetings and coordinated daily updates with team members and stakeholders.

EDUCATION

Johns Hopkins University Baltimore, MD
Master of Science in Education: Educational Studies May 2018

University of Notre Dame Notre Dame, IN
Bachelor of Business Administration May 2015
Major: Marketing; Minor: Technology, Business, and Society

CERTIFICATIONS AND SKILLS

- Illinois State Certified: Early Childhood Education (2021-2026).
- Basic American Sign Language, Guitar, Piano.

KRISTA SMITH

ACCOUNT MANAGER CHICAGO, IL 4079132300

° DETAILS °

Chicago, IL
4079132300
krjsmith92@gmail.com

° LINKS °

LinkedIn

° SKILLS °

Account Management

Project Management Skills

Cross-Team Collaboration

Customer Service

CRM Management

Online Learning Platforms

Time Management

Client Relations

Change Management

Data Analysis

Public Speaking and Presentation

Client Education

Contract Negotiation

Recruitment Process

° INVOLVEMENT °

Board Member, American Cancer Society: Associate Board of Ambassadors (01/2020 - Present)

Mentor Teacher, Humble ISD (08/2018 - 06/2019)

Mentor Teacher, Spring ISD (08/2016 - 06/2017)

SUMMARY

Knowledgeable and experienced professional with demonstrated success in fast-paced and ever-changing environments. Focused on enhancing business efficiency and team productivity by implementing a people-focused and goal-oriented approach. Proficient in training support, performance-optimization and motivational strategies.

EDUCATION

B.S. English Education, Florida State University, Tallahassee
August 2012 — May 2015

A.A. Psychology, University of Central Florida, Orlando
July 2011 — July 2012

EXPERIENCE

Account Manager at Albert | Learn by Doing, Chicago
May 2020 — Present

- Manage, onboard, and support district client accounts across all 50 states in the U.S. amounting up to over $2.7 million in revenue
- Collaborate across district administration teams to renew and negotiate contracts
- Continuously measure district and school progress in order develop implementation plans that drive key results
- Schedule, coordinate, and plan customized professional development training for 74+ districts
- Advise clients on best practices, use-cases, and management strategies for effective technology integration
- Coordinate LMS and SSO integration efforts across several district stakeholders and campus teams
- Solicit and document teacher and administrator feedback in order to drive internal product, content, and business development solutions
- Manage team projects in order to enhance client education and effective change management strategies

Recruiter at Mack & Associates, Chicago
June 2019 — May 2020

- Sourced and managed the recruitment process for multiple temp and temp-to-hire requisitions simultaneously
- Managed client accounts by completing quality control calls, site visits, fulfilling job orders, and building a relationship with hiring managers
- Advised clients on market trends and best hiring practices to ensure timely candidate placement
- Coordinated multi-step interview processes for multiple candidates on behalf of hiring managers and facilitated feedback, follow-up, and offers
- Negotiated contract agreements, fee structures, and bill rates with new and established clients

Teacher: English II Pre-AP and English II Intervention at Humble ISD - Atascocita High School, Houston
August 2017 — June 2019

- Utilized research-based instructional strategies and new technology to build out curriculum and increase student achievement by 5-10% each year
- Integrated technology with traditional literature to increase engagement and improve 21st century literacy skills
- Collaborated with cross-functional teams and solicited department feedback to implement action plans to improve process efficiency
- Coordinated communication and promoted services and events for student organizations

Teacher: English I and II Pre-AP Pre-AP, Intervention at Spring ISD - Wunsche Sr. High School, Houston
August 2015 — June 2017

- Adapted curriculum and integrated technology into instruction to make content accessible to learners of all ability levels
- Tasked with designing data-driven intervention plans for 30+ at-risk seniors to meet state-mandated graduation requirements
- Utilized learning management systems such as itsLearning to create online courses and instructional materials
- Coordinated and promoted off-site fundraisers and volunteer opportunities for student organization

Dual Enrollment Student-Teacher at Leon County School District: Godby High School, Tallahassee
January 2015 — May 2015

- Designed and structured new college course curriculum for dual enrollment ENC 1102 and English IV Honors classes
- Developed and evaluated both formal and informal classroom assessments to measure student progress and achievement
- Utilized learning management systems to communicate curriculum and student data to partnering community college as well as parents
- Met with students and parents regularly to discuss progress monitoring and goal setting for post-secondary education

ELA Intervention Student-Teacher at Leon County School District: Fairview Middle School, Tallahassee
September 2014 — December 2014

- Designed and delivered instruction based on monitoring of students' Lexile scores through Achieve 3000
- Differentiated instruction for seventh and eighth grade students based on standardized test scores and progress monitoring
- Utilized a learning management system to track and record progress and achievement data
- Tailored lessons and interventions to students' interests to increase engagement

Office Assistant - Intern at A.D. Owens Construction Corp, Orlando
May 2014 — August 2014

- Developed and managed construction contracts for health and wellness build-out facilities
- Scheduled meetings, timelines, and deliverables for 6 Project Managers
- Completed project management activities such as document control,purchase orders, change orders, and project scopes
- Ordered supplies for meetings, events, and services between in-house employees and clients

MAGGIE LYMAN

Phone: (860)559-421

E-mail: maggielyman1@gmail.con

LinkedIn: www.linkedin.com/in/maggie-lyman12

EDUCATION CONSULTANT AND EQUITY ADVOCATE

SKILLS

- Adaptable and empathetic leader with a strength-based lens dedicated to assisting in the growth of individuals and relationships
- Collaborative, dependable, and creative teammate with experience on diverse teams
- Skilled curriculum development and group facilitation utilizing best practices research, catering to multiple learning styles for adults and youth
- Solution-oriented problem-solver with a desire to build efficiency and growth for teams and organizations

WORK EXPERIENCE

SCHOOL ADOPTION MANAGER

Albert Learn By Doing; Chicago, IL (2020 - present)

- Manage teacher relationships and drive adoption at 233 schools across 17 states worth $800,241 of revenue
- Manage and maintain site Help Center comprised of 156 articles, delegating and managing audit and new article creation responsibilities to a team of 6
- Develop engaging customer outreach to drive Albert usage at 1515 schools worth $7,284,046 of revenue resulting in 8% growth in usage during a 3 month period
- Executed various small team projects and collaborated with multiple stakeholders resulting in new company standard operating procedures in areas such as outbound communication, client video creation, and low teacher usage
- Participated in three hiring cycles by reviewing resumes and cover letters, conducting initial screen interviews, and grading case studies ultimately hiring and onboarding four new Adoption Managers
- Develop and deliver nearly 70 virtual professional developments for over 1,000 teachers over the course of 1 school year

TEAM LEADER

City Year; Chicago, IL (2019 - 2020)

- Managed and coached a team of five Student Success Coaches at a high needs high school (97.5% low income) to provide academic, social-emotional, and attendance interventions to 70 ninth-grade students: 95% of students on-track by end of year
- Liaison between City Year site and school staff developing a transformational partnership
- Engaged Student Success Coaches in biweekly one-on-ones, created accountability systems, provided weekly tutoring observations and debriefs, and facilitated daily trainings focused on team building, data management, and student success
- Developed and facilitated biweekly trainings for 45 Student Success Coaches focused on team building and social-emotional learning

STUDENT SUCCESS COACH

City Year; Chicago, IL (2018 - 2019)

- Managed a list of 14 grade nine students at a high needs high school (97.5% low income), and coached them on academic, social-emotional learning and attendance goal setting resulting in 14 students reaching "on-track" status for graduating high school by fostering close relationships with students
- Selected as 1 of 5 Americorps Member of the Year nominees out of 240 person corps
- Founded the first high school female empowerment club by working closely with 7 students and later trained new Americorps Members on the model

SOCIAL WORK ASSISTANT

Abilities First Inc; Poughkeepsie, NY (2017 - 2018)

- Interned in social work and behavior departments of pre-school, k-12 school and administrative office of a nonprofit worth $35 million that services adults and children with developmental disabilities
- Created curriculum model for a variety of groups reaching nearly 50 adults and students
- Worked closely with school behavior team completing student observations and behavior notes providing necessary data for Behavior Intervention Plans

DIRECTOR OF COUNSELOR-IN-TRAINING PROGRAM

YMCA Camp Woodstock; Woodstock Valley, CT (2013 - 2017)

- Created and implemented daily programming for 52 first-year staff members focused on leadership, creativity, conflict resolution, and working with children
- Conducted bi-weekly evaluations to discuss teen's leadership skills and areas to improve
- Worked alongside fellow managers and directors to provide safe and engaging programming for 1,200 children

PROGRAM DEVELOPMENT AND FUNDRAISING COORDINATOR

Youth Mission Outreach; Poughkeepsie, NY (2016 - 2017)

- Founded the "Junior Leaders" program specialized in teaching leadership skills to at-risk youth ages 8 to 11
- Served on the Board of Directors (2017-2018) to problem solve and fundraise for nonprofit serving at-risk youth aged 5 to 18

VOLUNTEER EXPERIENCE

- **Youth Ambassador**; Juno4Me; Chicago, IL (2019 - Present)
- **Executive Director**; St Jude Up 'til Dawn; Marist College (2017)
- **Recruitment Director**; St Jude Up 'til Dawn; Marist College (2016)
- **Tutor**; Liberty Partnership Program; Poughkeepsie, NY (2015 - 2017)

EDUCATION

BACHELORS OF SCIENCE IN SOCIAL WORK

Marist College; Poughkeepsie, NY (2014 - 2018)

GPA: 3.9; Summa Cum Laude

Honors College Graduate

- Attended Lorenzo di Medici School in Florence, Italy (2016)