FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN LEARN BY DOING, INC. AND POUDRE SCHOOL DISTRICT R-1

This First Amendment ("Amendment") effective March 28, 2024, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and Learn by Doing, Inc. (the "Contractor") executed June 12, 2023 ("Agreement"), hereby attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Agreement by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.

2. **Term of Agreement.**

   2.1. At the conclusion of the term dated June 30, 2024, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on July 1, 2024 through June 30, 2025.

3. **Amended Responsibilities.**

   3.1. Exhibit A is deleted hereby in its entirety.

   3.2. Replace Exhibit A with Contractor's Student Data Collection, hereby attached to this First Amendment and made part of this Agreement.

   3.3. Exhibit B is deleted hereby in its entirety.

   3.4. Replace Exhibit B with Contractor's Pricing Guide 2024, hereby attached to this First Amendment and made part of this Agreement.

   3.5. Exhibit C is deleted hereby in its entirety.

   3.6. Add Contractors VPAT, WCAG Edition, Version 2.3 hereby attached as Exhibit D to this First Amendment and made part of this Agreement.

   3.7. Within section 10, delete the language which has a strikethrough and replace with the following language which is underlined:

       Poudre School District R-1
       Attn: ~~Tracy Stibitz~~
       2407 LaPorte Avenue
       Fort Collins, CO 80521
       E-mail: ~~tstibitz@psdschools.org~~

Poudre School District R-1
Attn: <u>Contracts Administrator</u>
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: <u>contracts@psdschools.org</u>

<u>Special Provisions.</u>

4.1. **Terms and Conditions.** With the exception of items explicitly delineated in this First Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.

4. **<u>General Provisions.</u>**

5.1. **<u>Entire Agreement.</u>** The original Agreement and this First Amendment constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.

5.2. **<u>Signatures.</u>** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the District and the Contractor have signed this Amendment as of the Effective Date.

LEARN BY DOING, INC.   POUDRE SCHOOL DISTRICT R-1

By: _____   By: _____

Becca Jakubowski   R. David Montoya
Customer Operations Associate   Chief Finance Officer

                                        By: _____

                                        Julie Chaplain
                                        Assistant Superintendent

Exhibit A

Poudre School District

STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

Colorado's Student Data Transparency and Security Act [*C.R.S. Section 22-16-101 et seq.*] requires Poudre School District (PSD) to set forth certain contractual requirements before agreeing to the use of products that share student data. Due to the specificity of this language, PSD has opted to use its own contract to ensure compliance and alignment with the law and U.S. Department of Education recommendations regarding National Institutes of Standards and Technology Guidelines for Media Sanitization.

The law defines Student Identifiable Data as all items which are collected, maintained, generated, or inferred through use of the service, which includes metadata. This means any data element in the software's data table that can be connected to a student must be transparently identified along with how the data will be used. Because this may be different from what the company has reported under the Family Educational Rights and Privacy Act (FERPA), the District recommends pulling the data table to include all data elements.

Please provide the following information to facilitate the contracting process:

1. Detailed, formal description of product and scope of work to be completed.
    - *Descriptions should not include wording such as "most used" or "used by X number of schools."*
    - *Service descriptions should be detailed and free of sales language so it's clear what's being purchased.*

2. What student data is collected through use of the system?
    - *List all student data that's collected, maintained, generated, or inferred through use of the service; this includes information created or collected by the company.*

Student	Teacher	Admin	Meta Data

3. What is the purpose of collecting student data?

4. What third parties does the company partner with who may receive student data in any format?
   - *This includes storage and vendors receiving encrypted data.*

5. What is the purpose of the third-party partners?

6. Please provide:
   - Current quote (if available)

   - Tiered pricing for future purchases

   - Name and email for contract notices

   - Name and title of person who will sign the contract

   - Does the system allow integration for rostering?

             Yes   No

     If the above answer is yes, how is it completed?

The following pages contain an example that will serve as a guide for the company's IT team; these items are known as data tables or data dictionaries.

PSD must have specific information from the company in a separate document, which will become an exhibit to the contract. Links to online privacy policies will not be accepted; these policies must be transparently identified in a static document.

Albert Quote Preview

This unofficial quote covers **Fort Collins High School** for the 24/25 school year.

Before sending over a formal quote, we need a W9 and tax exempt certificate from your school or district. If you are not tax exempt, please let us know.

2024-2025 Quote for Fort Collins High School

Below you will find an outline of Albert's offerings and next steps to complete your purchase.

Our Offerings:

Albert School Licenses
Pricing starts at $15 per student seat, per school year

Teacher and school administrator accounts are FREE, and licenses automatically include all features for students, teachers, and administrators.

Each student seat includes access to all content for one student, for one school year. This includes:
- All AP® subjects
- PSAT®, SAT®, and ACT® subjects
- Core ELA (Grades 5-12), Core Math (Grades 5-12), Core Science (Grades 5-12), & Core Social Studies (Grades 5-12)
- 70+ Novel Supplements
- High School elective courses
- Resources for STAAR, Regents, CAASPP, FAST, BEST, & OST EOCs

See Albert's full subject library.

On-Site Professional Development

We recommend all licensed schools invest in on-site professional development with our School Success team, especially those new to Albert: Our data shows that schools that receive an in-person professional development experience 34% fewer unused license seats compared to schools that do not.

We also offer virtual training options as required. In-person training is subject to the terms found here.

Support
We pride ourselves on providing exceptional support, included at no extra cost with your license.

For school administrators:
- A dedicated Account Manager who will personally support your account implementation.
- Check-ins with curated implementation data and tips for increasing license usage.
- Email and call access to your Account Manager to strategize about your implementation.

For teachers:
- A detailed help center and pre-recorded setup videos to get started at their own pace.
- Live chat support with fast response times.
- Instructional strategies and practices to demonstrate how Albert can be implemented.
- Certification program through Albert Academy.

Quote #: 49041GD

Quote Preview

This unofficial quote covers Fort Collins High School for the 24/25 school year. **Before sending over a formal quote, we will need a W9 and tax exempt certificate from your school or district.** If you are not tax exempt, please let us know.

Option 1

Seats		
Description	**Quantity**	**Price**
Student Licenses	475	$6,448
	Seats Subtotal	**$6,448**

Implementation Packages		
Description	**Quantity**	**Price**
Onboarding Package *1 hour virtual training + rostering solution*	1	$950
	Implementation Packages Subtotal	**$950**

Total (Sales Tax Not Included)	**$7,398**

Option 2

Seats		
Description	**Quantity**	**Price**
Student Licenses	550	$7,343
	Seats Subtotal	**$7,343**

Implementation Packages		
Description	**Quantity**	**Price**
Onboarding Package *1 hour virtual training + rostering solution*	1	$950
	Implementation Packages Subtotal	**$950**

Total (Sales Tax Not Included)	**$8,293**

Next Steps and What to Expect

Step 1: Confirm the final count of **Student Seats** you would like to purchase, make a **Professional Development** selection, and indicate **how many school years** you would like to cover.

Step 2: We will send a formal quote reflecting your selection. From there, accept the quote and turn it into an invoice. Most organizations pay their Albert invoices within 30 business days. Please notify your Albert representative if your payment timeline will be longer than 30 business days.

Step 3: Payment on the invoice can be made via ACH, mailed check, or purchase order (which may be emailed, mailed, or faxed) with payment to be sent within 30 business days.

Step 4: Your license access will begin one business day after issuing us a purchase order or payment. We will call you to schedule a License Activation Call, turn on your school or district license, and schedule your professional development session(s) at your preferred time.

Subscription & Payment Terms

Subscription Length: Albert school licenses run from July 1 to June 30.

Please let your Albert representative know if you would like to explore multi-year license purchases.

Tax Exempt: If your school or district is tax-exempt for software-as-a-service products, please send a tax-exempt certificate to your Albert representative to ensure we do not levy a sales tax on your purchase.

Professional Development Terms: Please see terms [here](#).

Payment Terms:

Net-30 from Receipt of Invoice

Purchase Orders should be signed and made out to Learn By Doing, Inc. and sent via Email (schools@albert.io), Fax (312-313-2667), or Mail (301 W Grand Ave #440 Chicago, IL 60654)

Multi-year plans require a purchase order for the full amount if payment cannot be made up front.

Payments can be split into up to 3 installments but all payments are due within 12 months of the formal invoice being issued.

Payment Methods:

Check
All checks payable to Learn By Doing, Inc.
909 Davis St. Suite 500
Evanston, IL 60201

Wire/ACH
Beneficiary Bank Routing: 102001017
Beneficiary Bank Account Number: 787029005
Beneficiary Bank: JP Morgan Chase
Swift Code: CHASUS33

Exhibit B

Albert Quote Preview

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Wire/ACH
Beneficiary Bank Routing: 102001017
Beneficiary Bank Account Number: 787029005
Beneficiary Bank: JP Morgan Chase
Swift Code: CHASUS33

Exhibit D

Albert Voluntary Product Accessibility Template (VPAT)

This Voluntary Product Accessibility Template, or VPAT, is a tool that administrators and decision-makers can use to evaluate Albert's conformance with the accessibility standards under Section 508 of the Rehabilitation Act and WCAG 2.1 AA.

Albert Accessibility Conformance Report

VPAT Version 2.3 - March 2021

Name of Product: Albert (www.albert.io)
Company: Learn by Doing, Inc.
Date: February 2020

Applicable Standards/Guidelines: This report covers the degree of conformance for the following accessibility standard/guidelines:

- Revised Section 508 standards as published by the U.S. Access Board in the Federal Register on January 18, 2017
- Web Content Accessibility Guidelines 2.0 (Level A/AA). WCAG 2.1 Level A/AA conformance is also documented herein.

Methodology: This report was composed using the following third party technologies:
- [Functional Accessibility Evaluator](#) - Developed by the University of Illinois, FAE evaluates webpages against WCAG A and AA criteria. This was used as an automated check for HTML and ARIA labels and followed up with manual checks of webpages.
- [Tota11y](#) - A toolkit built by Khan Academy to determine and report web page element contrast, labels, and landmarks. This was used as a manual test on student, teacher, and admin sections of the website.
- [WAVE](#) - Developed by WebAIM, WAVE generates a report of a webpage's ARIA labels, contrast, alternative text, and links. WAVE was used in conjunction with Tota11y to perform manual checks.

Principle 1 - Perceivable

Information and user interface components must be presentable to users in ways they can perceive.

WCAG 2.1 Criteria	Level of Support	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Partially Supports	The majority of our non-text elements within a question have comprehensive text alternatives. There are, however, some cases in which a verbose explanation of the non-text content undermines the integrity of the question.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Supports with Exceptions	Audio-only content is not accompanied by alternatives as that would defeat the intended function of the question. E.g. a translation question in a foreign language course.
1.2.2 Captions (Prerecorded) (Level A)	Supports with Exceptions	Audio-only content is not accompanied by alternatives as that would defeat the intended function of the question. E.g. a translation question in a foreign language course.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Not Applicable	Website does not contain video content.
1.2.4 Captions (Live) (Level AA)	Not Applicable	Website does not contain live media.
1.2.5 Audio Description (Prerecorded) (Level AA)	Not Applicable	Website does not contain video content.
1.3.1 Info and Relationships (Level A)	Partially Supports	Most website elements are appropriately labeled and detectable programmatically. Additional ARIA labels are required throughout the website.
1.3.2 Meaningful Sequence (Level A)	Supports	The order of content and navigation is consistent and intuitive on every page.
1.3.3 Sensory Characteristics (Level A)	Supports	All provided instructions do not rely solely on sensory characteristics.
1.3.4 Orientation (Level AA 2.1 only)	Supports	Website pages are adaptable to multiple display orientations.
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Supports	Forms that require the user to input personal information allow for autofill

		and the required information is programmatically detectable.
1.4.1 Use of Color (Level A)	Supports	Color and changes in color are not the only visual means of conveying information. Several questions make use of highlighting, but use additional information to indicate selection.
1.4.2 Audio Control (Level A)	Not Applicable	Website does not contain media that plays automatically.
1.4.3 Contrast (Minimum) (Level AA)	Partially Supports	Most text meets the required 4.5:1 contrast ratio. Some, but not all, buttons contain text that does not meet this ratio. We are working on updating all low-contrast text.
1.4.4 Resize text (Level AA)	Supports	Text can be resized without assistive technology beyond 200 percent without loss of content or functionality.
1.4.5 Images of Text (Level AA)	Supports	Images of text are avoided, with the exception of the Albert logo in the navigation bar which uses a text alternative to depict meaning.
1.4.10 Reflow (Level AA 2.1 only)	Partially Supports	Depending on the screen resolution, some functionality may be difficult to operate, though not lost.
1.4.11 Non-text Contrast (Level AA 2.1 only)	Supports	All non-text content meets the required ratio of at least 3:1 against adjacent color(s).
1.4.12 Text Spacing (Level AA 2.1 only)	Supports	No functionality is lost
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Supports	Tooltips are clickable and not triggered via hover. They are dismissible by clicking on the tooltip.

Principle 2 - Operable

User interface components and navigation must be operable.

WCAG 2.1 Criteria	**Level of Support**	**Remarks and Explanations**
2.1.1 Keyboard (Level A)	Partially Supports	All question types and interactions needed for a student to engage with content are keyboard operable. Some teacher views are not completely keyboard operable.

[2.1.2 No Keyboard Trap](#) **(Level A)**	Partially Supports	It is possible to get stuck in the question list. This is the only keyboard trap encountered.
[2.1.4 Character Key Shortcuts](#) **(Level A 2.1 only)**	Not Applicable	Keyboard shortcuts are not implemented.
[2.2.1 Timing Adjustable](#) **(Level A)**	Supports	Teachers are able to customize time limits on assignments and assessments. The use of time limits is essential to the function of the application.
[2.2.2 Pause, Stop, Hide](#) **(Level A)**	Not Applicable	Website does not contain content of this nature.
[2.3.1 Three Flashes or Below Threshold](#) **(Level A)**	Not Applicable	Website does not contain content of this nature.
[2.4.1 Bypass Blocks](#) **(Level A)**	Not Applicable	Website does not contain blocks of repeating blocks of content.
[2.4.2 Page Titled](#) **(Level A)**	Supports	Pages are appropriately titled.
[2.4.3 Focus Order](#) **(Level A)**	Supports	Focus order is intuitive throughout the website and question types have been updated to be able to properly receive focus.
[2.4.4 Link Purpose (In Context)](#) **(Level A)**	Supports	Link purpose can be determined from the link text.
[2.4.5 Multiple Ways](#) **(Level AA)**	Supports	There are multiple ways to access pages within the website. Specifically to find questions, we have implemented search through multiple avenues.
[2.4.6 Headings and Labels](#) **(Level AA)**	Supports	Website elements are appropriately labeled with the subsequent content topic.
[2.4.7 Focus Visible](#) **(Level AA)**	Partially Supports	The majority of clickable elements maintain a visible focus indicator.
[2.5.1 Pointer Gestures](#) **(Level A 2.1 only)**	Supports	Content can be controlled without path-based gestures.
[2.5.2 Pointer Cancellation](#) **(Level A 2.1 only)**	Supports	Down-events of the pointer are not used to execute any part of the function.
[2.5.3 Label in Name](#) **(Level A 2.1 only)**	Partially Supports	Most labels are perceivable programmatically and similar to the accessible name of the component.

Criteria	Conformance Level	Remarks and Explanations
2.5.4 Motion Actuation (Level A 2.1 only)	Not Applicable	Motion is not used to operate any functionality.

Principle 3 - Understandable

Information and the operation of the user interface must be understandable.

Criteria	Conformance Level	Remarks and Explanations
3.1.1 Language of Page (Level A)	Supports	Page language is specified.
3.1.2 Language of Parts (Level AA)	Does Not Support	Passages and questions in non-English languages are not labeled with their respective language.
3.2.1 On Focus (Level A)	Supports	Context is not changed when a website component receives focus.
3.2.2 On Input (Level A)	Supports	Context is not changed following a change in any user interface setting.
3.2.3 Consistent Navigation (Level AA)	Supports	Navigation elements occur in the same location throughout the website and in the same relative order.
3.2.4 Consistent Identification (Level AA)	Supports	Text and iconography depicting navigation or functionality are consistent throughout the website.
3.3.1 Error Identification (Level A)	Supports	Potential errors are proactively detected and prevented.
3.3.2 Labels or Instructions (Level A)	Supports	Instructions are provided to the user when the website requires user input in order to proceed.
3.3.3 Error Suggestion (Level AA)	Supports	Input errors are proactively detected and prevented. When a user provides invalid information, they are prompted with necessary corrections.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Supports	When purchasing a subscription, credit card information is validated to prevent submission error. Users are prompted to make corrections before proceeding.

Principle 4 - Robust

Content must be robust enough that it can be interpreted by a wide variety of user agents, including assistive technologies.

Criteria	Conformance Level	Remarks and Explanations
4.1.1 Parsing (Level A)	Supports	Website conforms to HTML specifications.
4.1.2 Name, Role, Value (Level A)	Partially Supports	Most website components are labeled or use native HTML elements. As website updates are released, the unsupported components are brought to specification.
4.1.3 Status Messages (Level AA 2.1 only)	Does Not Support	Status messages are displayed to the user and are accessible with assistive technologies, but they are not able to be programmatically determined through these technologies.

SOFTWARE SERVICES AGREEMENT
BETWEEN LEARN BY DOING, INC.
AND POUDRE SCHOOL DISTRICT R-1

This Software Services Agreement ("Agreement") is entered into this 12th day of June 2023, by and between Poudre School District R-1 (the "District") and Learn by Doing, Inc. (the "Contractor"). The District and the Contractor are collectively referenced herein as the "parties." In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term of Agreement.**

    1.1.   This Agreement shall commence on July 1, 2023 and continue through and including June 30, 2024. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, upon a written mutually agreed upon amendment for each one-year term.

    1.2.   Notwithstanding any other term or provision of this Agreement, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event, shall the District's obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

    1.3.   **Termination For Cause.** Notwithstanding the provisions of section 1.1 and 1.2 above, if either party is in breach of an obligation or covenant under this Agreement the non-breaching party may give written notice to the breaching party describing the breach and demanding that it be cured. If the breach is not cured within seven (7) days after the breaching party's receipt of said notice, the non-breaching party may immediately terminate the Agreement and avail itself of any and all remedies available at law or in equity.

    1.4.   **Termination Without Cause.** Notwithstanding the provisions of sections 1.1, 1.2 and 1.3 above, the District or the Contractor may terminate this Agreement at any time in its sole discretion for any reason, with or without cause, by giving the other party thirty (30) days' advance written notice of the termination.

2. **Deliverables and Purchase Price.**

    2.1.   The Contractor shall make its web-based reading intervention curriculum for use in the District, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the "Services").

    2.2.   The total cost for all Services under this contract as set forth on the attached Exhibit B, due and payable thirty (30) days from receipt of Contractor's invoice.

        2.2.1.   Additional Services purchased shall not exceed the pricing outlined in Exhibit B, and shall be provided to additional District locations at the rate of the last received Contractor quote for any additional purchases.

2.3.   Fulfillment of Services under the terms and conditions set forth in this Agreement shall be exclusively through the issuance of a District purchase order.

    2.3.1.   The Contractor shall provide the contact in section 10 a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.

    2.3.2.   Products, quotes or Services provided to schools, which do not comply with this section 2.3 will be considered non-conforming and unauthorized.

    2.3.3.   Dates for Services shall not exceed the dates specified in section 1.1.

    2.3.4.   Site-based credit cards and/or site-based restricted checks shall not be permitted for payment.

    2.3.5.   Services provided by Contractor without conforming to section 2.3 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.

    2.3.6.   Contractor shall assure compliance with the District Policy DJG/DJGA, attached as Exhibit C and hereby made part of this Agreement, direct communication with schools or sales must be approved by contact in section 10 of this agreement.

2.4.   Contractor shall maintain compliance with federal, state and local laws as pertains to accessibility for persons with disabilities, including but not limited to Colorado House Bill 21-1110, for the length of the Agreement and all extensions.

2.5.   **Invoicing.** The District utilizes an online vendor portal to collect, validate, and manage vendor information, including but not limited to tax ID verification, sanction monitoring, receipt of W9 and other required forms. Prior to the issuance of a purchase order or payment, the Contractor will be required to complete the online registration process through the online vendor portal, which shall include the Contractor providing all required documentation, and receiving approval of the submission of all documentation, including but not limited to, TIN and bank account verification.

    2.5.1.   Contractor will provide invoices for the Services at the rate specified in B. Invoices for Services provided shall be submitted directly to the District's accounts payable department within thirty (30) days of completion of Services. Invoices for such Services shall include (a) date on which Services were provided, (b) the District Location for which the Service were provided, (c) details of Products delivered, (d) and if issues, a purchase order number.

    2.5.2.   Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement

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and then will be sent to the Finance Department for payment. Payment for Services not approved by the District in writing, shall not be considered valid and the District will not be responsible for covering associated costs. Invoices will generally be paid within thirty (30) days following the District representative's approval.

2.5.3. Invoices which do not conform with the agreement will be paid thirty (30) days from receipt of a revised and corrected invoice.

2.5.4. All invoices must be submitted within 30 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.

2.5.5. Invoices shall be sent to ap@psdschools.org.

2.5.6. The District is exempt from federal and state taxes under Colorado Tax Exempt Number 98-03335.

2.5.7. If the contract results in the right to use an asset, the Contractor shall provide the District, if requested, documentation necessary to facilitate the District's compliance with the Governmental Accounting Standards Board ("GASB") issued GASB Statement No. 87, Leases.

2.6. The Contractor grants the District a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit authorized users to access and use the Services solely in the United States during the term of the Agreement.

2.7. The District shall access and use the Services solely for non-commercial instructional and administrative purposes within the District. Further, the District shall not, except as expressly authorized or directed by the Contractor: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Services, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer Services or otherwise use the Services to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Services; (d) rent, lease or lend the Services or use the Services for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Services; or (f) permit any authorized user or third party to do any of the foregoing. The District also agrees that any works created in violation of this section are derivative works, and, as such, the District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.

2.8. The District agrees, subject to the limited rights expressly granted hereunder, that all rights, title and interest in and to all Services, including all related IP Rights, are and shall remain the sole and exclusive property of Contractor or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. The District shall notify Contractor of any violation of Contractor's IP Rights in the

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Services, and shall reasonably assist Contractor as necessary to remedy any such violation. Contractor Services are protected by patents.

2.9. The District understands and agrees that its students' access to and use of the Services under this Agreement may require that it disclose confidential student records and information, as that term is defined below, to the Contractor. The Contractor understands and agrees that if it fails to comply with any of the requirements under sections 4, 5, 6 or 7 below at any time during or after the term of this Agreement the District may, as applicable, terminate the Agreement and/or disqualify the Contractor from future agreements with the District.

3. **Definitions.**

3.1. As used in this Agreement, "personally identifiable information" is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student's name; (b) the name of the student's parent or other family members; (c) the address or phone number of the student or student's family; (d) personal identifiers such as the student's social security number, student number or biometric record; and (e) indirect identifiers such as the student's date of birth, place of birth or mother's maiden name.

3.2. As used in this Agreement, "education records" is defined as records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as the Contractor.

3.3. As used in this Agreement, "confidential student records and information" is defined as education records and personally identifiable information concerning District students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by the Contractor. Confidential student records and information does not include "de-identified confidential student records and information," as defined in section 3.4 below.

3.4. As used in this Agreement, "collect" is defined as the gathering of data and other information by any means, including but not limited to the use of logs, cookies, tracking pixels, etc.

3.5. As used in this Agreement, "de-identified confidential student records and information" is defined as confidential student records and information from which all personally identifiable information, and the ability to determine any personally identifiable information, is removed.

3.6. As used in this Agreement, "securely destroy" is defined as removing confidential student records and information from the Contractor's systems, paper files, hard-copy and electronic records, databases and any other media regardless of format, in accordance with the standard detailed in the National Institute of Standards and Technology ("NIST") SP 800-88 Guidelines for Media Sanitization, so that the confidential student records and information are permanently irretrievable in the Contractor's normal course of business.

3.7.   As used in this Agreement, "eligible student" is defined as a student who is at least 18 years of age or who is legally emancipated.

4.   **Ownership of Confidential Student Records, Information.** All confidential student records and information shall remain the exclusive property of the District and all rights, title and interest in the confidential student records and information, including but not limited to intellectual property rights in the confidential student records and information, belong to and are retained solely by the District. The District hereby grants to the Contractor a limited, nonexclusive license to access, view, collect, generate and use confidential student records and information solely for the purpose of performing its obligations under this Agreement.

5.   **Security of Confidential Student Records and Information.**

5.1.   The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in CIS Critical Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 to -112. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

5.2.   The Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. The Contractor shall promptly notify the District in the event of: (a) any security or privacy breach concerning confidential student records and information; and/or (b) any use or disclosure of student personally identifiable information not authorized under this Agreement.

6.   **Use of Confidential Student Records and Information.**

6.1.   Under the Agreement, Contractor may access, view, collect, generate and/or use confidential student records and information only under the following terms and conditions: (a) except as provided in section 6.2 below, Contractor shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Contractor shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Contractor shall access, view, collect, generate and use confidential student records and information only to the extent necessary to perform its obligations under the Agreement; and (d) at the conclusion of the term of the Agreement the Contractor shall, as directed by the District, either securely destroy all confidential student records and information in its possession, custody or control, or return such confidential student records and information to the District.

6.2.   Contractor may to the extent necessary to perform its obligations under the Contract disclose confidential student records and information to subcontractors as identified in Exhibit A ("Subcontractors") pursuant to written subcontracts specifying the purpose of the disclosure and providing that: (a) Subcontractors shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Subcontractors shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Subcontractors shall access, view, collect, generate and use confidential student records and information only to the extent necessary to assist Contractor in performing its obligations under the Agreement; and (d) at the conclusion of their work under their subcontracts Subcontractors shall, as directed by the District through the Contractor, either securely destroy all confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.

6.3.   Contractor and Subcontractors may use de-identified confidential student records and information for purposes of research, the improvement of its products and services, and/or the development of new products and services. In no event shall the Contractor or Subcontractors re-identify or attempt to re-identify any de-identified confidential student records and information.

6.4.   Contractor and Subcontractors shall promptly furnish to the District upon request all confidential student records and information they have collected and/or generated and not in the District's possession. Such requests may include but shall not be limited to those made in order to respond to parent/guardian and eligible student requests to inspect and review education records as authorized under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and/or under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 *et seq.* ("CORA"). The District, not the Contractor or Subcontractors, shall respond to all parent/guardian and eligible student requests to inspect and review records, data and other information.

7.   **School Service Contract Provider.** If Contractor is a "school service contract provider" under the Colorado Student Data Transparency and Security Act (the "Act"), the Contract is amended to add the language in this section 7. Under the Act, a "school service contract provider" is defined as an entity (other than the Colorado Department of Education, a K-12 public education entity or an institution of higher education) that enters into a formal, negotiated contract with the District to provide a "school service." Under the Act, a "school service" is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a preschool, elementary school or secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses confidential student records and information.

7.1.   As a school service contract provider under the Act, the Contractor has provided the following information the attached Exhibit A: (a) the data elements of confidential student records and information that Contractor collects under the Contract, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and (c) how the Contractor uses and shares the confidential

student records and information. Contractor shall update this information as necessary to maintain accuracy.

       7.2.   Contractor shall facilitate the District's access to and correction of any factually inaccurate confidential student records and information as required in response to correction requests from parents/guardians and eligible students.

       8.   **Remedies.** If Contractor fails to comply with any of the foregoing requirements in sections 4, 5, 6 or 7 at any time during or after the term of the Agreement the District may, as applicable, terminate the Agreement and/or disqualify Contractor from future contracts and subcontracts with the District.

       9.   **Access to District Server.** If access to any District server is necessary for the functionality of the Contractor's services. Upon written approval by the Executive Director of Information Technology or designee, the District grants the Contractor limited access to the District server for the sole purpose of providing Services

       9.1.   The Contractor agrees to protect the confidentiality, integrity and availability of all electronic District or student information at all times.

       9.2.   The Contractor agrees to take proper steps to ensure the security of the device in which they connect to the District's systems remotely. The Contractor agrees not to copy information accessed remotely to local devices and or portable devices. Printing information is not permitted unless specific authorization has been granted.

       9.3.   The Contractor shall not share passwords, codes, credentials or user accounts with others.

       9.4.   The Contractor shall have a valid and up-to-date antivirus agent installed to ensure protection against malware and viruses upon connection to the District network.

       9.5.   The Contractor acknowledges that if the District determines in its discretion that remote access has been compromised by unauthorized parties, or that remote access has been misused, the Contractor's access will be disabled or terminated immediately.

       10.   **Notices and Communications.** All notices and communications required or permitted under this Agreement shall be in writing and shall be: (a) sent via certified mail, return receipt requested and postage prepaid, to the address of the other party set forth below; or (b) sent via e-mail to the other party via the e-mail address set forth below.

Poudre School District R-1	Learn by Doing, Inc.
Attn: Tracy Stibitz	Attn: Schools
2407 LaPorte Avenue	233 N. Michigan Avenue, Suite 1440
Fort Collins, CO 80521	Chicago, IL 60601
E-mail: tstibitz@psdschools.org	Email: schools@albert.io

11.   **Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. The District's receipt of a Certificate of Insurance from the Contractor with limits and or coverages that do not meet the requirements does not waive the requirements and the Contractor shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Contractor shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be addressed to:

> Poudre School District
> Attention: Risk Management
> 2407 Laporte Ave
> Ft. Collins, CO 80521
> Email Certificate to: COI@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 11 shall not reduce the indemnification liability that Contractor has assumed in section 12.

Commercial General Liability

Minimum Limits
   a. Each Occurrence Bodily Injury & Property Damage $2,000,000
   b. General Aggregate $3,000,000
   c. Products/Completed Operations Aggregate $2,000,000
   d. Personal/Advertising Injury $2,000,000
   e. Coverage must be written on an "occurrence" basis.
   f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

Technology Errors and Omissions Liability (Professional Liability, including Network Security and Privacy Liability)

Minimum Limits

   a. Per Loss $1,000,000

b. Aggregate $3,000,000
c. Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Contractor shall maintain continuous coverage, as required by the Agreement, for this period.

The insurance shall provide coverage for:

a. Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Contractor's services including denial of service, unless caused by a mechanical or electrical failure.
c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

12. **Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, third party claims, grievance, or proceeding, including all attorneys' fees, costs and expenses, incurred as a result of any negligent or intentional act or omission by Contractor, or its employees, agents, Subcontractors, or assignees related to the terms of this Agreement and any Services provided under this Agreement.

13. **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the District of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Constitution or Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq*, as now or hereafter amended.

14. **General Provisions.**

14.1. **No Assignment.** The Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion.

14.2. **No Waiver.** The parties agree that no assent or waiver, express or implied, to any breach of any one or more of the covenants of this Agreement shall be construed as or deemed to be an assent to or a waiver of any subsequent breach.

14.3. **Press Contacts/News Releases.** The Contractor shall not initiate any press, media, or social media, contact nor respond to press, media or social media requests regarding this Agreement and/or any related matters concerning the District without the prior written approval of the District.

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14.4. **Amendment or Modification.** No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by the District and the Contractor through written amendments to the Agreement, in the same manner and with the same formality as was done for this Agreement.

14.5. **Conflict of Terms.** In the event of any conflict of terms found between this Agreement, any incorporated exhibits, any other terms and conditions, end user license agreements or privacy policies, the terms of this Agreement shall prevail.

14.6. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the District as provided herein in the event of such failure to perform or to comply by the Contractor.

14.7. **Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the Contract shall be in Larimer County, Colorado.

14.8. **No Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.

14.9. **Binding Arbitration Prohibited.** The District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary is null and void.

14.10. **Severability Clause.** Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

14.11. **Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation to enforce any provision of this Agreement, the substantially prevailing party in such litigation shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.

14.12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

14.13. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.

14.14. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.

14.15. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.

14.16. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

Learn by Doing, Inc.   POUDRE SCHOOL DISTRICT R-1

By:_____   By:_R David Montoya_____
                                               R David Montoya (Jun 13, 2023 16:53 MDT)

Molly Cohen   R. David Montoya
School Support Associate   Chief Finance Officer

                                                       By:_Traci Gile_____
                                                           Traci Gile (Jun 13, 2023 16:31 MDT)

                                                       Traci Gile, PhD
                                                       Assistant Superintendent of Schools

Exhibit A

Exhibit A

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 - Privacy Policy
Appsignal	Application performance monitoring - https://www.appsignal.com/privacy-policy
Bugsnag	Software error monitoring - https://docs.bugsnag.com/legal/privacy-policy/
Front	Email client - https://frontapp.com/privacy-policy
Google Cloud Platform	Cloud hosting and data warehousing - https://policies.google.com/privacy?hl=en
Hotjar	Survey response collection and feature usage research - https://www.hotjar.com/legal/policies/privacy/

Intercom	Customer support, help center, and customer messaging - https://www.intercom.com/privacy
Mode Analytics	Data science; user and product research - https://about.modeanalytics.com/privacy/
Pipedrive	CRM - https://www.pipedrive.com/en/privacy
Sendgrid	Transactional email service (e.g., password reset emails) - https://sendgrid.com/policies/security/
Slack	Internal communication - https://slack.com/trust/privacy/privacy-policy
Stitch Data	Data ETL service - https://www.stitchdata.com/platform/security/
Stripe	Payment processing - https://stripe.com/us/privacy/
Typeform	Survey response collection - https://admin.typeform.com/to/dwk6gt
Zapier	Web services integration - https://zapier.com/privacy

To Whom It May Concern:

Product Description:

Albert.io is an online provider of educational tools and content. Albert provides 50,000+ practice questions to assist students and teachers in preparing for AP®, SAT®, and ACT® examinations. Albert also provides questions to help students prepare in other subject areas, such as, but not limited to, Math, Science, Social Studies, English, Reading, Writing, Finance, and Literature. Teachers and students have access to content as well classroom tools, such as assignments, and data tools that can be used to monitor and assess student outcomes. Administrators also have access to high level usage data and classroom data for all of the school's users. Albert.io website and all related Albert.io services are provided by Learn By Doing, Inc., a U.S. corporation.

Personally Identifiable Information:

When you use Albert.io, you provide us with two types of information: 1) personal information that you knowingly choose to disclose to us, and 2) information collected by us as you interact with our Website. A full list of information collected by our site is detailed below:

Albert gathers potentially personally-identifying and personally-identifying information in order to support the basic functionality of our application and to help us improve the overall user experience.

Data Collected

Data Collected	Purpose and Use of Data Collection
Student First and Last Name	*Used to identify students throughout the platform and support email notifications.*
Student Password	*Required to enable secure login*
Student Email	*Used to identify students throughout platform and support email notifications.*
Student Username	*Used to identify students throughout platform*

Student Performance Data (questions guessed, guess accuracy, guess duration, guess timestamp)	Used to communicate performance metrics to students, teachers and administrators.
Teacher First and Last Name	Used to identify teachers throughout platform
Teacher Password	Required to enable secure login
Teacher Email	Used to identify teachers throughout the platform and support email notifications.
School Administrator First and Last Name	Used to identify administrators throughout the platform
School Administrator Password	Required to support product functionality
School Administrator email	Used to identify administrators throughout the platform and support email notifications.
School Name and Address	Required to associate users to schools and govern data access.
Geolocation: coarse (city level) location data	Supports user and product research.
Browser Type	Supports user and product research.
Machine Model	Supports user and product research.
Session Duration	Supports user and product research.
Referring URLs	Supports user and product research.
Page Views	Supports user and product research.
IP Address	Supports user and product research.
Device Type and OS	Supports user and product research.

Albert does not rent or sell personally-identifying or potentially personally-identifying information to anyone for any purpose. However, Albert does disclose this type of information to employees, contractors, and third party organizations. We share our data with third party organizations that require the information in order to support the processes and functions provided by Albert. All of these organizations have agreed not to disclose or sell this information with other companies.

All data generated by Albert.io is stored in the Google Cloud

Exhibit B

Introducing ALBERT

Let Albert simplify your digital practice and assessment needs by combining all subjects onto one platform.

Endless Content

Albert offers 100,000+ standards-aligned questions across hundreds of 6-12th grade subjects. Our premium content is written by expert educators and is searchable by topic, standard, and difficulty, making Albert a perfect resource for formative and summative assessments.

Intentionally Flexible

Teachers love using Albert in all settings: small-group instruction, differentiated rotations, full-class independent practice, and test prep. Adaptable to work with any curriculum, Albert makes it easy to create custom homework, exit tickets, quizzes, or even end-of-course exams!

Explain Without Pain

Every Albert question includes a detailed narrative explanation focused on true conceptual understanding - not just memorizing. Students on Albert are empowered and encouraged to grow independently, freeing up teachers to support all students more strategically.

All About Data

Albert's data analytics are available to students, teachers, schools, and districts! Albert provides educators with detailed and customizable reports on student performance and trends, allowing instructional decisions to be data-driven and grounded in measurable outcomes.

✔AP®   ✔SAT/PSAT®   ✔ACT®   ✔Literature   ✔Grammar   ✔Math   ✔Science   ✔Social Studies

Check out our course library

Trusted Everywhere

Albert is the learning supplement of choice for hundreds of school districts, including Keller ISD, Union County Public Schools, Pinellas County Schools, and New York City Public Schools.

LMS + SSO Integrations

Signing in and rostering has never been easier on Albert. Our SSO and LMS integrations offer a seamless user experience for students, teachers, and administrators alike.

Course Catalog

Core

⊕ Social Studies

Civics

Global History

U.S. History

Economics

Science

Biology

Chemistry

Earth and Space Science

Middle School Science

Physics

Electives

Spanish 1

Personal Financial Literacy

Health

📖 ELA

Essential Readings in Literature

Foundational American Texts

Grammar

Leveled Readings

Middle School Evidence-Based Readings

Short Readings

Spelling Bee

Vocabulary

√ˣ Math

Foundations of Algebra

Algebra 1

Geometry

Algebra 2

Precalculus

Advanced Placement

🌐 Social Studies

AP® Comparative Government

AP® European History

AP® Human Geography

AP® Macroeconomics

AP® Microeconomics

AP® US Government

AP® US History

AP® World History: Modern

AP® Art History

🔬 Science

AP® Biology

AP® Chemistry

AP® Physics 1

AP® Physics 2

AP® Physics C: Electricity & Magnetism

AP® Physics C: Mechanics

AP® Psychology

AP® Environmental Science

📖 ELA

AP® English Language

AP® English Literature

</> Computer Science

AP® Computer Science A

AP® Computer Science Principles

🚩 World Language

AP® Chinese Language

AP® French Language

AP® German Language

AP® Italian Language

AP® Japanese Language

AP® Latin

AP® Spanish Language

AP® Spanish Literature

√× Math

AP® Calculus AB-BC

AP® Statistics

College Entrance

ACT®

ACT® English

ACT® Math

ACT® Reading

ACT® Science

SAT®

SAT® Math

SAT® Reading

SAT® Writing

PSAT®

PSAT® Math

PSAT® Reading

PSAT® Writing & Language

State Test Prep

New York

Regents English Language Arts

Regents Algebra I

Regents Geometry

Regents Algebra II

Regents Chemistry

Regents Earth Science

Regents Physics

Regents Living Environment

Regents United States History and Government
Fully updated for the 2023 exam changes!

Regents Global History and Geography

California

CAASPP ELA (Smarter Balanced)

CAASPP Math (Smarter Balanced)

CAST Science

Florida

Grade 9 FAST ELA Reading & BEST Writing

Grade 10 FAST ELA Reading & BEST Writing

Florida (BEST) Algebra 1 EOC

Florida (BEST) Geometry EOC

Florida (NGSSS) Biology 1 EOC

Florida (NGSSS) Civics EOC

Florida (NGSSS) U.S. History EOC

Texas

STAAR English I

STAAR English II

STAAR Algebra I

STAAR Biology

STAAR U.S. History

More

Integrated Mathematics

Ohio

OST Biology
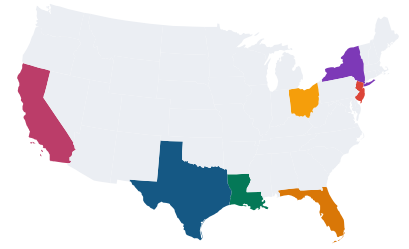
OST American History

OST American Government

OST Algebra 1

OST Geometry

OST ELA II

Standards Alignment

All of Albert's Core subjects across ELA, Math, Science, and Social Studies are aligned to the following standards:

National

Common Core State Standards (CCSS): ELA, Math, Social Studies

College, Career, and Civil Life (C3) Framework: Social Studies

Next Generation Science Standards (NGSS): Science

California

California Common Core Standards: ELA, Math, Science, Social Studies

Florida

Benchmarks for Excellent Student Thinking (BEST): ELA, Math

Next Generation Sunshine State Standards: Social Studies, Science

Louisiana

Louisiana Student Standards: ELA, Math, Science, Social Studies

New Jersey

New Jersey Student Learning Standards: ELA, Math, Science, Social Studies

New York

New York State Next Generation Learning Standards: ELA, Math

New York State P-12 Science Learning Standards: Science

New York State Grades 9-12 Social Studies Framework: Social Studies

Ohio

Ohio's Learning Standards: ELA, Math, Science, Social Studies

Texas

Texas Essential Knowledge and Skills (TEKS): ELA, Math, Science, Social Studies

Literature & Short Stories

Literature

1984

A Midsummer Night's Dream

A Raisin in the Sun

A Streetcar Named Desire

A Tale of Two Cities

All Quiet on the Western Front

Animal Farm

Antigone

As You Like It

Beowulf

Brave New World

Bud, Not Buddy

Catch 22

Catcher in the Rye

Crime and Punishment

Dr. Jekyll and Mr. Hyde

Dracula

Ernest Hemingway

Fahrenheit 451

Frankenstein

Hamlet

Heart of Darkness

Henry V

Invisible Man

Jane Eyre

Julius Caesar

Kindred

King Lear

Lord of the Flies

Macbeth

Night

Oedipus Rex

Of Mice and Men

Othello

Pride and Prejudice

Pygmalion

Romeo and Juliet

Snow Falling on Cedars

The Absolutely True Diary of a Part-Time Indian

The Adventures of Huckleberry Finn

The Awakening

The Crucible

The Curious Incident of the Dog in the Nighttime

The Epic of Gilgamesh

The Giver

The God of Small Things

The Great Gatsby

The Hunger Games

The House on Mango Street

The Joy Luck Club

The Kite Runner

The Merchant of Venice

The Metamorphosis

The Odyssey

The Picture of Dorian Gray

The Remains of the Day

The Scarlet Letter

The Stranger

The Sun Also Rises

The Things They Carried

Their Eyes Were Watching God

Things Fall Apart

To Kill a Mockingbird

Walden

Wonder

Short Stories

Ambrose Bierce

Bret Harte

James Hurst

John Updike

Kurt Vonnegut

William Faulkner

Jump In

It's free to create an Albert account and access the Course Library.

Start here

Explore

It's free to preview all courses and questions.

View all courses

Trial a Fit

Try before you buy with your school or district! Fill out the form through the link below (~1min), and an Albert expert will be in touch.

Start a trial

Contact Us

Support

✉ hello@albert.io

☎ (312) 470-2290 ext. 0

🔗 Help Center

Sales

✉ schools@albert.io

☎ (312) 470-2290 ext. 1

ALBERT

On-site Professional Development

Albert's 3-hour on-site experience will equip your team with the tools they need to integrate personalized learning into the classroom successfully. We recommend 3 hours of continuous training for maximum benefits.*

Align your Albert training to your schools goals by considering:

- *What is your staff's familiarity with Albert?*
- *What does a successful Albert implementation look like to you?*
- *What instructional challenges do you want to address this year?*

Getting Started: Albert Essentials

Session	Outcomes	Additional Details
Albert Essentials	Educators will learn to navigate Albert's site and content, set up classes, provide students practice opportunities, review basic data tools, and explore the student side. Teachers will receive over-the-shoulder support from the Albert team during guided work times.	★ Supports with Albert setup and feature overviews ★ Can be tailored to subject(s) ★ Maximizes platform integration

Additional Focus Topics to Customize Your Training

Learning Acceleration with Albert's Data Tools	Our data empowers educators to plan for ongoing student support and acceleration. Participants will utilize Albert's data tools to plan for targeted instruction that supports grade-level mastery.	★ Designed for teachers who already have some Albert experience ★ Can be tailored to subject area ★ Guided teacher planning ★ Allows educators time to blend Albert with curriculum ★ Over-the-shoulder support ★ Perfect for teachers, instructional leaders, and support staff
Albert for Test Preparation	Test prep isn't a sprint - it's a marathon. We'll guide educators in finding their unique path for year-round state-specific, college entrance, or AP® test-prep on Albert.	
Daily Implementation	Integrating a new tech tool into existing routines is crucial. We'll help educators prepare Albert classes for daily implementation using best practices and unique strategies.	
Scaffolding and Differentiation	We've made differentiation attainable with Albert. In this workshop, educators will dive into how to leverage Albert's features to support all levels of learners.	
Supporting Leaders with Albert	Accelerate the timeline for improved outcomes by developing Albert instructional leaders at your school. Learn how to address staffing shifts and find data to measure school performance. Recommended for anyone in a leadership position.	

Professional developments can be split into multiple sections within the same day if needed

ALBERT

Supplemental Virtual Options

Virtual workshops can be seamlessly scheduled to fit your school schedule. Choose from the following sessions focused on classroom implementation, learning acceleration, and test preparation.

Getting Started: Albert Essentials

Session	Outcomes	Additional Details
Albert Essentials	Build Albert skills from the ground up. Educators will learn to navigate Albert's site and content, set up classes, and provide students with practice opportunities.	★ Supports with Albert setup and feature overviews ★ Can be tailored to subject area ★ Maximizes platform integration

Workshops: Guided Teacher Planning

Accelerating Learning with Albert	Let's check in on your team's Albert progress so far. We'll guide participants through analyzing their data and planning for targeted reteaches that support grade-level mastery.	★ Designed for teachers with prior Albert experience ★ Tailored to subject area ★ Ample guided teacher planning
Test Preparation with Albert	Make sure your team is supported throughout the test prep process. We'll coach educators to outline their unique path for year-round, state-specific, college entrance, or AP prep on Albert.	

Here's what educators say about our trainings:

"In the barrage of new resources with presentations this year, this one stood out as the best. It was clear, useful, and had a quick pace that respected my time." **Quartz Hill High School (CA)**

"I loved how Albert was willing to work with a few teachers and give us the individual help we needed. It was perfect." **Peekskill High School (NY)**

"The training was perfect and gave us so much information. We immediately started thinking of ways to increase use of Albert." **Keller ISD (TX)**

Your Albert team is here for support! E-mail us at success@albert.io

Albert Quote Preview

This unofficial quote covers **Fort Collins High School** for the 23/24 school year.

Before sending over a formal quote, we need a W9 and tax exempt certificate from your school or district. If you are not tax exempt, please let us know.

2023-2024 Quote for Fort Collins High School

Below you will find an outline of Albert's offerings and next steps to complete your purchase.

Our Offerings:

Albert School Licenses

Pricing starts at $15 per student seat, per school year

Teacher and school administrator accounts are FREE, and licenses automatically include all features for students, teachers, and administrators.

Each student seat includes access to all content for one student, for one school year. This includes:
- All AP® subjects
- PSAT®, SAT®, and ACT® subjects
- Core ELA (Grades 5-12), Core Math (Grades 5-12), Core Science (Grades 5-12), & Core Social Studies (Grades 5-12)
- 70+ Novel Supplements
- High School elective courses
- Resources for STAAR, Regents, CAASPP, FAST, BEST, & OST EOCs

See Albert's full subject library.

On-Site Professional Development

We recommend all licensed schools invest in on-site professional development with our School Success team, especially those new to Albert: Our data shows that schools that receive an in-person professional development experience 34% fewer unused license seats compared to schools that do not.

We also offer virtual training options as required. In-person training is subject to the terms found here.

Support

We pride ourselves on providing exceptional support, included at no extra cost with your license.

For school administrators:
- A dedicated Account Manager who will personally support your account implementation.
- Check-ins with curated implementation data and tips for increasing license usage.
- Email and call access to your Account Manager to strategize about your implementation.

For teachers:
- A detailed help center and pre-recorded setup videos to get started at their own pace.
- Live chat support with fast response times.
- Instructional strategies and practices to demonstrate how Albert can be implemented.
- Certification program through Albert Academy.

Exhibit C

DJG/DJGA - VENDOR RELATIONS, SALES CALLS AND DEMONSTRATIONS

VENDOR QUALIFICATIONS

No favoritism shall be extended to any vendor. The Finance Department, in cooperation with other interested District departments, sites and employees, may establish required vendor qualifications for certain District purchases, and may prequalify vendors, as they determine necessary or appropriate.

CONFLICT OF INTEREST

District employees have a fiduciary duty to act in the best interests of the District regarding all work they perform in connection with any District contract or purchase. No vendor shall offer, and no District employee shall accept, any gift, service, honorarium, stipend or fee that may objectively be viewed as having the purpose or effect of improperly influencing the employee to purchase goods and/or services from the vendor. No District employee may have a financial or business interest in any District contract or purchase made by the employee in his or her official capacity, and no District employee may influence or attempt to influence the District regarding any contract or purchase in which the employee has a financial or business interest.

SALES CALLS

To protect District students and staff against disruption of the educational process and/or interruption of the work day, sales representatives shall not be permitted in District schools for the purpose of making sales calls unless authorized to do so by the superintendent, executive director of finance or their designees.

The superintendent or executive director of finance may, when they determine it to be in the best interest of the District, bar any vendor, organization or person from any or all District facilities for soliciting purchases from or services to students, their parents/guardians, or District employees.

VIOLATIONS

Employees who violate any provision of this policy shall be subject to discipline up to and including termination of employment. Any vendor engaging in conduct that is inconsistent with this policy may be disqualified indefinitely from doing business with the District.

Adopted by Board: May 1972
Revised by Board: May 1982
Revised by Board: April 1988

Revised by Board to conform with practice: May 22, 1995
Revised by Board: April 8, 1996
Revised by Board: June 10, 1996
Revised by Superintendent: May 14, 2007
Revised by Superintendent: March 8, 2017
Revised by Board: February 12, 2019
Revised by Board: December 8, 2020

LEGAL REF:
C.R.S. 24-18-101, et seq.

CROSS REFS:
DJ, Purchasing
DJA, Purchasing Authority
DJB, Purchasing Procedures
FE, Construction Projects and Contracting Procedures
FEAA, Construction Project Prequalification
GBEA, Staff Ethics/Conflict of Interest
GBEBC, Gifts to and Solicitations by Staff