

Introduction

The iKeepSafe Privacy Program is available to operators and service providers of websites and online services, data management systems and other technologies that are, in whole or in part, intended for use in and by schools, and which may collect, store, process or otherwise handle student data.

This *iKeepProfile* is intended to assist you in determining whether Albert complies with FERPA, SOPIPA, California AB 1584, and other California state laws and district policies. It indicates that Albert has been assessed for alignment with the iKeepSafe FERPA and California Privacy Program Guidelines.

Product Overview

Albert: <https://www.albert.io/home>

Albert is an instructional platform that focuses on engaging practice and standards-aligned assessment. With a library of over 80,000 original, standards-aligned items with detailed explanations spanning 300+ subjects in grades 6-12, Albert is ready-to-use for all core academic areas. Controlled studies have shown a 12% improvement in student outcomes by implementing Albert in daily instruction.

The pillars of Albert's value to educators are:

1. Time savings. Albert saves teachers considerable time compared to writing, maintaining, grading, and using class time to explain traditional practice content. Quality content. It is difficult and time-consuming to write rigorous and standards-aligned practice items. Albert removes the burden of crafting and maintaining standards-aligned content for teachers.
2. Powerful platform tools. Albert makes it easy to assign content to students in many ways and provides teachers with high-level and detailed ways to understand student performance and growth.

Agreement

As related to the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. Section 1232g), Learn By Doing, Inc. agrees:

1. Student records obtained by Albert from an educational institution continue to be the property of and under the control of the educational institution. The educational institution retains full ownership rights to the personal information and education records it provides to Albert.
2. Albert does not collect or store any student-generated content. In the event the platform is updated to incorporate such a feature, Albert will amend this statement to describe the means by which students may retain possession and control of student-generated content.
3. Albert will not use any information in a student record for any purpose other than those required or specifically permitted by the Albert Terms and Conditions and Privacy Policy.
4. Parents, legal guardians, or eligible students may review personally identifiable information in the student’s records and correct erroneous information by contacting their educational institution. Additionally, Albert users may access, correct, update, or delete personal information in their profile by signing into Albert, accessing their Albert.io account, and making the appropriate changes.
5. Albert is committed to maintaining the security and confidentiality of student records. Towards this end, we take the following actions:
 - a. we limit employee access to student data to only those employees with a need to such access to fulfill their job responsibilities;
 - b. we conduct background checks on our employees that may have access to student data;
 - c. we conduct regular employee privacy and data security training and education; and
 - d. we protect personal information with technical, contractual, administrative, and physical security safeguards in order to protect against unauthorized access, release or use.
6. In the event of an unauthorized disclosure of a student’s records, Albert will promptly notify users unless specifically directed not to provide such notification by law enforcement officials.
7. Albert will delete or de-identify personal information when it is no longer needed, upon expiration or termination of our agreement with an educational institution with any deletion or de-identification to be completed according to the terms of our agreement with the educational institution, or at the direction or request of the educational institution.
8. Albert agrees to work with educational institution to ensure compliance with FERPA and the Parties will ensure compliance by providing parents, legal guardians or eligible students with the ability to inspect and review student records and to correct any inaccuracies therein as described above.
9. Albert prohibits using personally identifiable information in student records to engage in targeted advertising.
10. Albert will not make material changes to our Terms of Use or Privacy Policy, including making significant changes impacting the collection, use, disclosure or retention of data collected without prior notice to the educational user.

As related to the Student Online Personal Information Protection Act (SB 1177 -“SOPIPA”), Learn By Doing, Inc. agrees:

Prohibitions:

1. Albert does not target advertising via the Albert service or on any other website using information about a K-12 student, their families/guardians or educators acquired from a use of the technology.
2. Albert does not use information, including persistent unique identifiers, created or gathered by the Albert service to amass a profile about a K–12 student, their families/guardians or educators except in furtherance of K–12 school purposes.
3. Albert does not and will not sell, rent, or otherwise provide personally identifiable information to any third party for monetary gain.
4. Albert does not disclose student information unless for legal, regulatory, judicial, safety or operational improvement reasons.

Obligations:

5. Albert is committed to maintaining the security and confidentiality of pupil records as noted herein.
6. Albert will delete student information when requested by school district.
7. Albert will disclose student information when required by law, for legitimate research purposes and for school purposes to educational agencies.

Third Parties

Learn by Doing, Inc. does not sell, trade, lease or loan the personal information they collect or maintain, in the course of providing the service, to any third party for any reason, including direct marketers, advertisers, or data brokers.

Learn by Doing, Inc. contracts with other third-party companies to perform business functions or services on their behalf and may share PII with such third parties as required to perform their functions. Learn by Doing, Inc. has agreements in place with all third parties with access to student personal information to ensure they only use the information for purposes necessary to deliver the authorized service and to ensure they maintain the confidentiality and security of the information. The agreements align with Learn by Doing, Inc. data privacy and security policies and expectations.

Learn by Doing, Inc. will make available the list of third-party service providers upon request.

Product Data List

	Data Collected for Operation:	General Purpose of Data Collection
1	Student First and Last Name	Required to support product functionality
2	Student Email Address	Required to support product functionality
3	Student Password	Required to support product functionality
4	Teacher First and Last Name	Required to support product functionality
5	Teacher Email Address	Required to support product functionality
6	Teacher Password	Required to support product functionality
7	School Name	Required to support product functionality
8	School Address	Required to support product functionality
9	School ID (optional)	Required to support product functionality
10	BROWSER TYPE	Business Intelligence; Customer Support
11	ACCESS TIME	Business Intelligence
12	Time Spent on Site	Business Intelligence
13	Referring URLs	Business Intelligence (Browser)
14	PAGE VIEWS	Business Intelligence (Browser)
15	IP Address	Business Intelligence
16	Device ID UDID	Business Intelligence (Mobile)
17	Device Type & OS	Business Intelligence (Mobile)

Data Review Process

Albert provides users direct access to their personally identifiable information via product functionality. Any other request for access to personally identifiable information held by Albert must be made via the educational institution.

Privacy Director, Learn By Doing, Inc.

11 E Illinois St, Ste 501, Chicago, IL 60611

hello@albert.io or (312) 470-2290

Security Protocols

Albert has a comprehensive Security Program in place designed to protect the confidentiality, integrity and availability of systems, networks and data. The following is a general overview of data security protocols:

Data in Transit

Data is transferred using HTTPS.

Data at Rest

Data is securely stored in a Google Cloud bucket. It is locked down to all external traffic and must be accessed via SSH from a whitelisted IP address.

Google administrates a vulnerability management process that actively scans for security threats using a combination of commercially available and purpose-built in-house tools, intensive automated and manual penetration efforts, quality assurance processes, software security reviews and external audits.

Data Center Security

Google data centers have a layered security approach, including safeguards to include custom-designed electronic access cards, alarms, vehicle access barriers, perimeter fencing, metal detectors, and biometrics, and the data center floor features laser beam intrusion detection. The data centers are monitored 24/7 by high-resolution interior and exterior cameras that can detect and track intruders. Data centers are also routinely patrolled by experienced security guards who have undergone rigorous background checks and training.

Personnel

Background Checks: All employees with access to student data have undergone criminal background checks.

Training: Employees of Albery.io receive annual privacy and security training that includes COPPA, FERPA, California SOPIPA and New York Education Law 2-D..

Albert utilizes an employee handbook that address privacy and security issues including password security and social engineering.

Access: Access to student data is role-based; limited to those employees who need access to perform job responsibilities. Employees are given access to the minimum services that are required for their job function.

Access to Audit

Once per year, will provide schools with:

audit rights to the school's data

access to the results of Albert's or its third-party security audit

Data Breach

In the event of any acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by Learn By Doing, Inc., company will promptly notify users. Notification shall identify:

Information in the notice to include:

- Company contact information.
- An explanation of what happened.
- A listing of the types of personal information that was compromised.
- If known, the date and time of the breach, or a best estimate.
- Whether the notification was delayed as a result of law enforcement.
- Steps taken to mitigate the situation and prevent it from happening again
- Advice to the impacted individuals on how they can best protect themselves.

Notifications will be sent via email to all impacted users. Written notice will be sent to the impacted schools in addition to emails.

Data Retention and Deletion

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

- User will no longer be able to access the account.
- No further activity may take place on the account.
- The account will no longer be publicly visible on the public leaderboard.
- All data associated with the account will be kept for reporting and compliance reasons.
- Data up until account deactivation will continue to be shared with any teacher and school that previously had access to such data.
- A deactivated account can be restored, with all Student Information intact, upon request.

Following the termination of a license, a school or district may request that Albert deactivate and de-identify Student Information and Albert will do so, unless the school, district, 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. Prior to de-identifying any Student Information, Albert will first ensure that the school or district has downloaded backups of the same. This will apply even in the case when the termination of a license is initiated by the Company.

Accuracy Statement

Learn By Doing, Inc. hereby confirms the accuracy and truthfulness of all information contained in the Albert profile and has authorized iKeepSafe to make the profile available to any interested schools.

Signed and agreed:



(Signature)

Luke Liu
CEO
Learn By Doing, Inc.

11/14/18

The Albert service has been reviewed and found in alignment with iKeepSafe's FERPA and California Privacy Program Guidelines as indicated by this product profile. Albert has been awarded the iKeepSafe FERPA and California Privacy Program badges.



(Signature)

Holly Hawkins
President & CEO
iKeepSafe

11/14/18

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