

**FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN MANAGEBAC INC. AND POUDRE SCHOOL DISTRICT R-1**

This First Amendment (“Amendment”) effective October 23, 2025, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and Managebac Inc. (the “Contractor”) executed December 04, 2024 (“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 Software Services 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 First 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 November 14, 2025, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on November 15, 2025 through November 14, 2026.
3. **Amended Responsibilities.**
 - 3.1. Exhibit B is deleted hereby in its entirety.
 - 3.2. Replace Exhibit B with Contractor’s Invoice MBI-250843, hereby attached to this First Amendment and made part of this Agreement.
 - 3.3. Within section 9, add the following language which is underlined:

9.3 Contractor shall indemnify, hold harmless, and assume liability on behalf of the District and the District’s Board members, employees, representatives and agents, for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the District in relation to Contractor’s noncompliance with accessibility standards for an individual with a disability adopted by the Office of information Technology pursuant to C.R.S. § 24-85-103.

4. **Special Provisions.**

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.

5. **General Provisions.**

5.1. **Entire Agreement.** 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. **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.

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

MANAGEBAC INC.

POUDRE SCHOOL DISTRICT R-1

By:_____

Bernard Merkel
VP

By:_____

R. David Montoya
Chief Finance Officer

By:_____

Dr. Julie Chaplain, PhD
Asst Superintendent Schools

Exhibit B



INVOICE

Poudre High School
201 Impala Drive
Fort Collins Colorado 80521
United States

Invoice Date

25-Sep-2025

ManageBac Inc.
121 SW Salmon St.
Suite 1200
Portland, OR 97204 USA

Invoice Number

MBI-250843

Due Date

15-Nov-2025

Description	Amount USD
MYP: 101 to 251 student(s) from Nov 15, 2025 to Nov 14, 2026	\$1,895.25
DP Pro: 98 student(s) from Nov 15, 2025 to Nov 14, 2026	\$1,497.20
Subtotal	\$3,392.45
TOTAL TAX	\$0.00
TOTAL USD	\$3,392.45
Credit/Paid USD	\$0.00
AMOUNT DUE USD	\$3,392.45

For payment by card[View and pay online now](#)

For payment by Bank Transfers

Beneficiary Name: MANAGEBAC INC
Beneficiary Account Number: 80006829768
SWIFT: CHASUS33
Bank Name: JPMORGAN CHASE BANK, N.A.
Bank Address: JPMorganChase New York, NY 10017

Please make checks payable to: MANAGEBAC INC and send together with the payment stub

Important Note: Check should be sent to **121 SW Salmon St., Suite 1200, Portland, OR 97204, USA**

Per our Terms of Service, 2% or the maximum legal interest rate per month will accrue on overdue balances.
All of our invoices will be sent via email.

**SOFTWARE SERVICES AGREEMENT
BETWEEN MANAGEBAC INC.
AND POUDRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is entered into this 4th day of December 2024, by and between Poudre School District R-1 (the “District”) and ManageBac 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 Nov 15, 2024, and continue through and including November 14, 2025. 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.

The Contractor shall make its software available for use in the District, in accordance with the scope of work set forth in the attached Exhibit B (hereinafter the “Services”).

2.1. The pricing for all Services under this Agreement shall not exceed that as set forth in the attached Exhibit B, due and payable thirty (30) days from receipt of Contractor’s invoice.

2.2. 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. 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.

2.4. **Invoicing.** The District utilizes an online vendor portal to collect, validate, and manage vendor information, including but not limited to tax identification 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, taxpayer identification number and bank account verification.

- 2.1.1. Contractor will provide invoices for the Services at the rate specified in 2.1. 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.
- 2.1.2. 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 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.
- 2.1.3. Invoices which do not conform with the agreement will be paid thirty (30) days from receipt of a revised and corrected invoice.
- 2.1.4. 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.
- 2.1.5. Invoices shall be sent to ap@psdschools.org.
- 2.1.6. The District is a political subdivision of the State of Colorado and considered a governmental entity for tax classification purposes. The District is exempt from city, county, and state sales tax. The District's state tax exempt number is 98-03335 and the District's Federal Tax Identification Number (TIN) is 84-6013733.
- 2.1.7. 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.

2.5. 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.

2.6. 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.

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

2.8. 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 3.5 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. Accessibility Standards. The Contractor shall comply with and the Services provided under this agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the State of Colorado's Governor's Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. The Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

9.1. The Contractor shall ensure compliance by providing a Voluntary Product Accessibility Template (VPAT) using the current template available here: <https://www.section508.gov/sell/vpat/>.

9.2. If Contractor has provided this information by the time of contract execution, it is contained in Exhibit C, hereby attached and made part of this Agreement.

10. 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.

11. 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
Attn: Contract Administrator
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: contracts@psdschools.org

ManageBac Inc.
Attn: Bernard Merkel
121 SW Salmon St. Suite 1200
Portland, OR
Email: bernard@faria.org

12. Insurance. Provider, at its expense, shall purchase and maintain in effect at all times throughout the duration of the Agreement, all insurance requirements and limits as set forth below. Policies providing such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory. All insurance shall be written by a carrier

legally authorized to write such insurance in the state of Colorado provided the carrier has a current A.M. Best rating of A- VII or higher. All policies shall be primary and non-contributory with any insurance maintained by additional insureds. Insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Provider. Provider 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 twelve (12) shall not reduce the indemnification liability that Provider has assumed in section thirteen (13).

Provider shall furnish the District 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. Such certificates shall specifically state the inclusion, or the coverages and the provisions set forth herein and shall state whether the coverage is written on a "claims made" or "per occurrence" basis. For any policies written on a "claims made" basis, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Receipt, review, or acceptance by the District of any insurance policies or certificates of insurance required by this Agreement shall not be construed as a waiver or relieve the Provider from its obligation to meet the insurance requirements contained herein. Memorandums of Insurance will not be accepted. Certificates of insurance must be sent to: COI@psdschools.org.

Commercial General Liability

Minimum Limits

• Each Occurrence Bodily Injury & Property Damage	\$1,000,000
• General Aggregate	\$2,000,000
• Coverage must be written on an "occurrence" basis.	
• 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 Provider even if those limits of liability are in excess of those required by this Agreement.	

Technology Errors & Omissions and Network Security & Privacy

Minimum Limits

• Per Loss	\$1,000,000
• Aggregate	\$3,000,000
• Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Provider shall maintain continuous coverage, as required by the Agreement, for this period.	

The insurance shall provide coverage for:

- 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.
- 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 Provider's services including denial of service, unless caused by a mechanical or electrical failure.
- 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.

13. 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.

14. 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.

15. 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.

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.

MANAGEBAC INC.

By: 

Bernard Merkel
VP, Americas

POUDRE SCHOOL DISTRICT R-1


Andy Liddle (Jan 6, 2025 08:45 MST)

By: _____

Andy Liddle
PHS IB Director/Assistant Principal

Exhibit A



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.*

ManageBac is the leading online planning, assessment and reporting platform for schools to track progress against IB Core requirements (CAS, EE, TOK, PP, SA, RP, etc.); Collaboratively develop unit plans with programme specific templates and built-in curriculum components like learner profile attributes. ATL's and concepts to better align curriculum across all four IB programmes; assess students using points in DP & CP, criteria in MYP and learning outcomes in PYP.

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.*

See Table A.1 below for full list of student collected data

Student	Teacher	Admin	Meta Data
First and Last Name	First and Last Name	First and Last Name	Geolocation, Browser type
Year Level	Email Address	Admin Role	Device Type, ID, and OS
Email Address	Password	Email Address	Machine Model
Password	Phone number	Password	Access Time; URLs
Student ID		Phone number	Page view, IP Address,

3. What is the purpose of collecting student data?

The main purpose is for the proper functioning of the software and as needed by the District. Other purposes may include statistical analyses for reporting that enables us to improve and develop our services, customer support activities via our on line customer support or by phone or email, request survey responses or feedback from you in relation to future product developments and educational plans, sharing data with other third parties, and legal & regulatory compliance and compliance with law enforcement requests.

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.*

[See Table A.2 below for list of third-party partners](#)

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

We will share data with education partners as instructed to do so by your school such as exam awarding bodies for exam registration, moderation and coursework submission or integration partners, such as other school systems providers, as instructed by your school. We may share data about you with our third-party service providers, such as IT providers or customer support services. We may share anonymity data, feedback and survey results with third-party service providers, such as other school systems for research purposes. Where required or permitted by law. When we consider disclosure to be necessary or appropriate to prevent physical harm or financial loss or in connection with an investigation of suspected or actual illegal purpose. In context of organizational restructuring.

6. Please provide:

- Current quote (if available)

[See Exhibit B for quote](#)

- Tiered pricing for future purchases

- Name and email for contract notices

[Bernard Merkel bernard@faria.org](#)

- Name and title of person who will sign the contract

[Bernard Merkel, VP, Americas](#)

- 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.

Table A.1
Student Data Collected and How It Is Used

Data Collected	General Purpose of Data Collected
Student Name (First, Last)	For the proper functioning of the software and as needed by the District
Student Address and Telephone	For the proper functioning of the software and as needed by the District
Student Email and Password	For the proper functioning of the software and as needed by the District
Student Year Level	For the proper functioning of the software and as needed by the District
Student ID Number (for use of app)	For the proper functioning of the software and as needed by the District
Student Username and password	For the proper functioning of the software and as needed by the District
Student Date of Birth	For the proper functioning of the software and as needed by the District
Student Gender	For the proper functioning of the software and as needed by the District
Student Languages	For the proper functioning of the software and as needed by the District
Student Nationality	For the proper functioning of the software and as needed by the District
Guardian Inform (Parent Name, ID#)	For the proper functioning of the software and as needed by the District
Student IBIS Personal Code	For the proper functioning of the software and as needed by the District
Student FSM/Free or Reduced Lunch Status	For the proper functioning of the software and as needed by the District
Student Pupil Premium / SEN Status	For the proper functioning of the software and as needed by the District
Student SSN Last 4 Digits	For the proper functioning of the software and as needed by the District
Student Activities (Academic or extra curricular)	For the proper functioning of the software and as needed by the District
Student Enrollment	For the proper functioning of the software and as needed by the District
Student Grade Level	For the proper functioning of the software and as needed by the District
Student Homeroom	For the proper functioning of the software and as needed by the District
Specific Curricula Activities	For the proper functioning of the software and as needed by the District
Student Year of Graduation	For the proper functioning of the software and as needed by the District
Student Grades	For the proper functioning of the software and as needed by the District
Students Schedule, course names, teachers	For the proper functioning of the software and as needed by the District
Student Assessment Data (observation, etc.)	For the proper functioning of the software and as needed by the District
Student University List	For the proper functioning of the software and as needed by the District
Student Attendance (daily and class)	For the proper functioning of the software and as needed by the District
Student response to surveys or questionnaire	For the proper functioning of the software and as needed by the District
Student Work: Student generated content, writings, pictures, etc.	For the proper functioning of the software and as needed by the District
School Name	For the proper functioning of the software and as needed by the District

School Address	For the proper functioning of the software and as needed by the District
Parent(s) First and Last Name	For the proper functioning of the software and as needed by the District
Parent(s) Email Address	For the proper functioning of the software and as needed by the District
Parent(s) Password	For the proper functioning of the software and as needed by the District
Parent(s) Phone Number	For the proper functioning of the software and as needed by the District
Teacher First and Last Name	For the proper functioning of the software and as needed by the District
Teacher Email Address	For the proper functioning of the software and as needed by the District
Teacher Password	For the proper functioning of the software and as needed by the District
Teacher Phone Number	For the proper functioning of the software and as needed by the District
Admin First and Last Name	For the proper functioning of the software and as needed by the District
Admin Phone Number	For the proper functioning of the software and as needed by the District
Admin Role	For the proper functioning of the software and as needed by the District
Admin Email Address	For the proper functioning of the software and as needed by the District
Admin Password	For the proper functioning of the software and as needed by the District
Geolocation: coarse (city-level) location data	For the proper functioning of the software and as needed by the District
Browser Type	For the proper functioning of the software and as needed by the District
Machine Model	For the proper functioning of the software and as needed by the District
Access Time	For the proper functioning of the software and as needed by the District
Referring URLs	For the proper functioning of the software and as needed by the District
Page Views	For the proper functioning of the software and as needed by the District
IP Address (use of cookies)	For the proper functioning of the software and as needed by the District
Device ID	For the proper functioning of the software and as needed by the District
Device Type and OS	For the proper functioning of the software and as needed by the District
Online Communications captured (emails, blog entries, etc.)	For the proper functioning of the software and as needed by the District

Table A.2

Third Parties the Vendor Partners with that may receive student data

AirBrake	AppCanary	Basecamp
Calendly	CodeClimate	DataDog
4CornerNetworks	Amazon Web Services	BitBucket
CircleCI	CloudFlare	FlowRev
GitHub	Hubspot	Pen Test Partners
EchoSign	Google	Go To Webinar
SalesForce	Slack	Xero
SendGrid	Jira/Confluence	Mailchimp/Mandrill
Microsoft	SurveyMonkey	Zendesk
Mimecast	Froala	Sendbird
LOU assist		

Where requested by the School, the following 3rd party education partners and integration providers may also process School Personal Data:

AssessPrep	BridgeU	Class Charts
Concord Infiniti	Edutone	Finalsite
Google Apps for Education	International Baccalaureate	iSAMS
Office365	SchoolsBuddy	SMARTPREP (and their subprocessor Annex Logics System Pvt. Ltd.)
TurnItIn (iParadigms)	Zoom	Gong.io

Exhibit B

code to: 1-354-23-0000-081000-22

due: 9/23/24 (issued same day) MB ManageBac

PEID: PD47001

INVOICE

Poudre High School
Poudre High School/IB Program
201 Impala Drive
Fort Collins CO 80521
United States

Invoice Date

23-Sep-2024

Invoice Number

MBI-240511

Reference

ManageBac Inc.
121 SW Salmon St.
Suite 1200
Portland, OR 97204
USA

Description	Amount USD
Diploma Programme Pro: 98 students from Nov 15, 2024 to Nov 14, 2025	\$1,425.90
Middle Years Programme: 101 to 250 students from Nov 15, 2024 to Nov 14, 2025	\$1,805.00
Subtotal	\$3,230.90
TOTAL TAX	\$0.00
TOTAL USD	\$3,230.90
Credit/Paid USD	\$0.00
AMOUNT DUE USD	\$3,230.90

Due Date: 23-Sep-2024

For payment by Credit Card

Please make payment via the Billing tab.

For payment by Check (Please note only US\$ checks from banks in USA are accepted)

Please make payable to: MANAGEBAC INC and send together with the payment stub to 121 SW Salmon St., Suite 1200, Portland, OR 97204, USA

For payment by Bank Transfers (Please add \$30 to your total payment for bank fees and include your school name and invoice number when making payment)

Beneficiary Name: MANAGEBAC INC

Beneficiary Account Number: 80006829768

SWIFT: CHASUS33

Bank Name: JPMORGAN CHASE BANK, N.A.

Bank Address: JPMorganChase New York, NY 10017

**Per our Terms of Service, 2% or the maximum legal interest rate per month will accrue on overdue balances.

***We will be sending all of our invoices via email

[View and pay online now](#)

Exhibit C

Voluntary Product Accessibility Template® (VPAT®)

WCAG Edition

Version 2.4

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About This Document

The VPAT is provided in four editions based on the standards/guidelines being evaluated. The editions are WCAG, Revised 508, EN 301 549 and International, which includes all of the standards.

This is the WCAG edition of the VPAT. It includes the following standards/guidelines:

- [Web Content Accessibility Guidelines 2.0](#)
- [Web Content Accessibility Guidelines 2.1](#)

If you need to report on a different combination of standards/guidelines, use the appropriate alternate edition of the VPAT found on [ITI Accessibility web page](#).

This document is broken into two main sections:

- Essential Requirements and Best Practices for using the VPAT® to complete an Accessibility Conformance Report (the instructions)
- The VPAT

Please carefully review the Essential Requirements and Best Practices sections before using the VPAT to create an Accessibility Conformance Report.

The purpose of these instructions is to promote accurate and consistent reporting of product accessibility information.

The VPAT is a template used to document a product's conformance with accessibility standards and guidelines. The purpose of the Accessibility Conformance Report is to assist customers and buyers in making preliminary assessments regarding the availability of commercial "Electronic and Information Technology," also referred to as "Information and Communication Technology" (ICT) products and services with features that support accessibility.

The Information Technology Industry Council (ITI) provides the VPAT. Use of the template and service mark does not require membership in ITI.

Essential Requirements and Best Practices for Information & Communications Technology (ICT) Vendors

This section provides guidance for reporting product conformance for major accessibility standards and guidelines using the VPAT® to produce the Accessibility Conformance Report. Deviating from these guidelines precludes vendors from referencing the template by name and/or the VPAT acronym.

Getting Started

1. Before creating a report, read all of the materials provided in this document.
2. Determine which accessibility standards/guidelines will be included in the product conformance report and use the appropriate VPAT file.
3. It is the vendor's responsibility to maintain the integrity of the data in the report.

Essential Requirements for Authors

The following are the minimum requirements to produce an Accessibility Conformance Report based on the VPAT®.

1. The VPAT name and template are registered service marks of ITI. Use of the VPAT template and name requires the inclusion of the registered service mark (i.e., "VPAT®"). Users of the VPAT agree not to deviate from the Essential Requirements for Authors.
2. The template file can be used as is or replicated in a different delivery format, for example as HTML or PDF. The final conformance report must be accessible.
3. A report must contain the following content at a minimum:
 - **Report Title** – In the heading format of "[Company Name] Accessibility Conformance Report"
 - **VPAT Heading Information** – Template version
 - **Name of Product/Version** – Name of Product being reported, including product version identifier if necessary
 - **Report Date** – Date of report publication. At a minimum, provide the month and year of the report publication. For example, "May 2016". If date is included, ensure it is clear "4 May 2016" or "May 4, 2016".

- **Product Description** – A brief description of the product
- **Contact Information** – Contact Information for follow-up questions. Listing an email is sufficient.
- **Notes** – Any details or further explanation about the product or the report. This section may be left blank.
- **Evaluation Methods Used** – Include a description of evaluation methods used to complete the VPAT for the product under test.
- **Applicable Standards/Guidelines** – A clear indication of which Standards/Guidelines this Conformance Report covers.
- The list must include only the Standards/Guidelines used to evaluate the product.
- The applicable Standards/Guidelines that are included in this edition of the VPAT template are:
 - [Web Content Accessibility Guidelines 2.0](#) or WCAG 2.0 (ISO/IEC 40500)
 - [Web Content Accessibility Guidelines 2.1](#) or WCAG 2.1
- If other Standards/Guidelines are reported then use the appropriate VPAT edition.
- This information can be in a table format at the top of the report with the table heading 'Standards/Guidelines' and the reported Standards/Guidelines identified. This information can alternatively be supplied in the introductory text of the report. In the VPAT we have used a table as an example and listed "(yes / no)" for each guideline. To indicate what the report covers leave the appropriate yes or no on each guideline.
- If multiple Guideline tables are included, each table must identify the Guideline that the criteria in that table represent.
- **Terms** – The report must list the definition of the terms used in the Conformance Level column. ITI recommends the following terms. If a vendor deviates from the ITI definitions, the vendor shall reference this change in the heading Notes section. If a term is not used it can be removed from the list. The ITI definitions are:
 - **Supports**: The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
 - **Partially Supports**: Some functionality of the product does not meet the criterion.
 - **Does Not Support**: The majority of product functionality does not meet the criterion.
 - **Not Applicable**: The criterion is not relevant to the product.

Note: When filling in the WCAG tables, a response may use 'Supports' where one might otherwise be inclined to use 'Not Applicable'. This is in keeping with [WCAG 2.0](#)

[Understanding Conformance](#): This means that if there is no content to which a success criterion applies, the success criterion is satisfied.

- **Not Evaluated:** The product has not been evaluated against the criterion. This can only be used in WCAG 2.x Level AAA.

- **Tables for Each Standard or Guideline –** Tables showing the responses to the criteria.

5. WCAG Conformance Information – The answers in the WCAG success criteria are based on the level of conformance being reported (Level A, AA or AAA).

- These tables are used to answer:

- The selected levels of WCAG 2.x Guidelines.

- When reporting on WCAG 2.0 criteria it is acceptable to remove the WCAG 2.1-specific criteria from the table. These are marked '2.1 only' within the row.

6. Remarks and Explanations – Detailed remarks should be provided in the Remarks and Explanations column to justify your answer in the Conformance Level column.

- When the conformance level is 'Partially Supports' or 'Does Not Support', the remarks should identify:

1. The functions or features with issues

2. How they do not fully support

- If the criterion does not apply, explain why.

- If an accessible alternative is used, describe it.

Best Practices for Authors

ITI suggests that authors adopt the following best practices when using the VPAT® to create an Accessibility Conformance Report.

- **Branding Header:** Company logo or branding information

- **Report Date Changes:** If a report is revised, change the report date and explain the revision in the Notes section. Alternately, create a new report and explain in the Notes section that it supersedes an earlier version of the report.

- **Notes:** Add any notes applicable to product or the report

- Additional information about the product version that the document references

- Any revisions to the document

- Links to any related documents

- Additional information describing the product
- Additional information about what the document does or does not cover
- Information suggested by the [WCAG 2.0 Conformance Claim](#)
- Information needed to satisfy ISO/IEC 17050-1:2004, Supplier's Declaration of Conformity
- **Evaluation Methods Used** – Information to enter may include the following:
 - Testing is based on general product knowledge
 - Similar to another evaluated product
 - Testing with assistive technologies
 - Published test method (provide name, publisher, URL link)
 - Vendor proprietary test method
 - Other test method
- **Remarks and Explanations:** This section may include:
 - Information regarding the testing of a given criteria.
 - Information on application dependencies to support accessibility (e.g. OS, app frameworks, browsers recommended).
- How the customer can find more information about accessibility issues. One method can be to include the bug ID where customers can call the company's customer support to get additional information.
- Known workarounds for accessibility issues.
- **Legal Disclaimer:** Area for any legal disclaimer text required by your organization.
- **Report Size:** To reduce the size of the report it is acceptable to remove sections. Individual criteria cannot be removed, only sections at a time. Section removal is acceptable in four situations:
 - When an entire section is not being reported on because it does not apply to the product, for example:
 - Chapter 4: Hardware. Information should be included in the notes for that section why it has been removed.
 - A card reader that does not have sound could remove the criteria in section 413 Closed Caption Processing Technologies and just note the why the criteria does not apply.
 - When reporting on WCAG 2.0 criteria it is acceptable to remove the WCAG 2.1-specific criteria from the table. These are marked '2.1 only' within the row.

- If the product is not being evaluated for a level of the criteria (for example Level AAA) then that table may be deleted.
- If a requesting customer has identified that a section of the standard does not apply, information should be included in the notes that the section has been removed.
- **WCAG 2.x Tables:** The WCAG 2.x criteria are shown in three tables, Level A, Level AA, and Level AAA.
- If desired, these tables can be combined into one table.
- When reporting on a level (A, AA or AAA) all criteria for that level must be answered for the particular version of WCAG that the report includes.
- **Language:** Translation to other languages is permitted.
- **Multiple Reports:** When using the VPAT to create an Accessibility Conformance Report for complex products it may be helpful to separate answers into multiple reports. For example, when a product is an Authoring Tool that also has web content and documentation. When multiple reports are used for a complex product, it is required to explain this and how to reach the other reports in the Notes section of each report.
- **Criteria Text:** To help conserve space in the ITI template only the criteria ID number and a short title have been included. Where possible, links have been included to the standard/guideline.
- It is acceptable to add the full text of the criteria into the cell if desired to help with understanding.
- The links to the standards/guidelines can be removed.
- **Ordering of Tables:** The order that the guideline tables appear may be changed to facilitate reading. For example, instead of separating the Level A, Level AA and Level AAA criteria, they may be put in one table in numerical order.
- **Guideline Section Heading Rows in Tables:** The tables include heading rows to facilitate understanding the context of the criteria.
- The cells in these rows do not require answers as indicated by “Heading cell – no response required.”
- It is optional to add a response if desired.
- The shading of the row is also optional.
- If removing the heading rows, edit the criteria titles so it’s clear where they apply.

Posting the Final Document

- When publishing your Accessibility Conformance Report, be sure to remove the entire first 9 pages of this document, including the table of contents, introductory information and instructions.

- Check for each required item in the VPAT® document:
- **[Company Name] Accessibility Conformance Report** (report title)
- **(Based on VPAT® Version 2.4)**
- **Name of Product/Version**
- **Report Date**
- **Product Description**
- **Contact Information**
- **Notes**
- **Evaluation Methods Used**
- **Applicable Standards/Guidelines**
- **Terms**
- **Tables for Each Standard or Guideline**
 - Check that there is a response for each criterion for 'Conformance Level' and 'Remarks and Explanations.'
 - Verify that the final document is accessible.
 - Post your final document on your company's web site, or make the document available to customers upon request.

Table Information for VPAT® Readers

For each of the standards, the criteria are listed by chapter in a table. The structures of the tables are: the first column contains the criteria being evaluated, the second column describes the level of conformance of the product regarding the criteria and the third column contains any additional remarks and explanations regarding the product.

- When sections of criteria do not apply, or are deemed by the customer as not applicable, the section is noted as such and the rest of that table may be removed for that section.
- When multiple standards are being recorded in this document, the duplicative sections are noted and responded to only one time. The duplicate entry will note the cross reference to the data.

ManageBac Accessibility Conformance Report

WCAG Edition

(Based on VPAT® Version 2.4)

Name of Product/Version: ManageBac

Report Date: September 11, 2024

Product Description: IB Learning Management System

Contact Information: support@managebac.com

Notes:

Evaluation Methods Used:

Applicable Standards/Guidelines

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

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes / No)
Web Content Accessibility Guidelines 2.1	Level A (Yes / No)

Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AA.

WCAG 2.x Report

Note: When reporting on conformance with the WCAG 2.x Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.0 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p>1.1.1 Non-text Content (Level A) All <u>non-text content</u> that is presented to the user has a <u>text alternative</u> that serves the equivalent purpose</p>	<p>Supports</p>	<p>Any</p>
<p>1.2.1 Audio-only and Video-only (Prerecorded) (Level A)</p> <p>For prerecorded <u>audio-only</u> and <u>prerecorded video-only</u> media, the following are true, except when the audio or video is a <u>media alternative for text</u> and is clearly labeled as such:</p> <ul style="list-style-type: none"> • Prerecorded Audio-only: An <u>alternative for time-based media</u> is provided that presents equivalent information for prerecorded audio-only content. • Prerecorded Video-only: Either an <u>alternative for time-based media</u> or an <u>audio track</u> is provided that presents equivalent information for prerecorded video-only content. 	<p>Partially Supports</p>	<p>Schools may upload prerecorded audio or video instructions of their own volition.</p>
<p>1.2.2 Captions (Prerecorded) (Level A) <u>Captions</u> are provided for all <u>prerecorded audio</u> content in <u>synchronized media</u>, except when the media is a <u>media alternative for text</u> and is clearly labeled as such.</p>	<p>Partially Supports</p>	<p>Schools may upload prerecorded video with captions of their own volition.</p>
<p>1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A) An <u>alternative for time-based media</u> or <u>audio description of the prerecorded video content</u> is provided for <u>synchronized media</u>, except when the media is a <u>media alternative for text</u> and is clearly labeled as such.</p>	<p>Partially Supports</p>	<p>Schools may upload prerecorded audio with captions of their own volition.</p>

2.1.4 Character Key Shortcuts (Level A 2.1 only)	Supports	ManageBac doesn't have any character key shortcuts
2.2.1 Timing Adjustable (Level A) For each time limit that is set by the content, at least one of the following is true: (Level A)	<ul style="list-style-type: none"> ● Turn off: The user is allowed to turn off the time limit before encountering it; or ● before encountering it over a wide range that is at least ten times the length of the default setting; or ● Extend: The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or ● Real-time Exception: The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or ● Essential Exception: The time limit is <u>essential</u> and extending it would invalidate the activity; or ● 20 Hour Exception: The time limit is longer than 20 hours. 	<p>The only time limit is a logout warning after inactivity. Users may Extend and are given several minutes to do so.</p> <p>Supports</p>
2.2.2 Pause, Stop, Hide (Level A)	<p>For moving, <u>blinking</u>, scrolling, or auto-updating information, all of the following are true: (Level A)</p> <ul style="list-style-type: none"> ● Moving, blinking, scrolling: For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to <u>pause</u>, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is <u>essential</u>; and ● Auto-updating: For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a mechanism for the user to pause, 	Not Applicable

stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential.		
2.3.1 Three Flashes or Below Threshold (Level A) <u>Web pages</u> do not contain anything that flashes more than three times in any one second period, or the <u>flash</u> is below the general flash and red flash thresholds.	Not Applicable	No animations or <u>flashes</u> are present on ManageBac
2.4.1 Bypass Blocks (Level A) A mechanism is available to bypass blocks of content that are repeated on multiple <u>Web pages</u> .	Does not support	
2.4.2 Page Titled (Level A) <u>Web pages</u> have titles that describe topic or purpose.	Supports	
2.4.3 Focus Order (Level A) If a <u>Web page</u> can be <u>navigated</u> sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability.	Supports	Top navigation → Left Navigation > Right Navigation > Main Pane
2.4.4 Link Purpose (In Context) (Level A) The purpose of each <u>link</u> can be determined from the link text alone or from the link text together with its programmatically determined <u>link context</u> , except where the purpose of the link would be <u>ambiguous</u> to users in <u>general</u> .	Partially Supports	Most buttons include descriptive text in the link. However, in certain cases we use a icon to signify a button without any accompanying text (e.g. delete buttons)
2.5.1 Pointer Gestures (Level A 2.1 only)	Not Applicable	ManageBac doesn't have any path-based gestures.
2.5.2 Pointer Cancellation (Level A 2.1 only)	Supports	Abort or undo condition is met
2.5.3 Label in Name (Level A 2.1 only)	Partially Supports	ManageBac uses Symbolic text characters without accompanying readable text in certain situations (text editor)
2.5.4 Motion Actuation (Level A 2.1 only)	Not Applicable	ManageBac does not require any motion actuation.
3.1.1 Language of Page (Level A) The default <u>human language</u> of each <u>Web page</u> can be <u>programmatically determined</u> .	Does not support	

3.2.1 On Focus (Level A) When any component receives focus, it does not initiate a <u>change of context</u> .	Partially Supports	In most cases ManageBac components will not change context on focus, but for certain things it does occur. E.g. Search bar expands on focus.
3.2.2 On Input (Level A) Changing the setting of any <u>user interface component</u> does not automatically cause a <u>change of context</u> unless the user has been advised of the behavior before using the component.	Does not support	Some pages save automatically on input
3.3.1 Error Identification (Level A) If an <u>input error</u> is automatically detected, the item that is in error is identified and the error is described to the user in text.	Supports	
3.3.2 Labels or Instructions (Level A) <u>Labels</u> or <u>instructions</u> are provided when content requires user input.	Supports	
4.1.1 Parsing (Level A) In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features.		
4.1.2 Name, Role, Value (Level A) For all <u>user interface</u> components (including but not limited to: form elements, links and components generated by scripts), the <u>name</u> and <u>role</u> can be <u>programmatically determined</u> ; <u>states</u> , <u>properties</u> , and <u>values</u> that can be set by the user can be <u>programmatically set</u> ; and notification of changes to these items is available to <u>user agents</u> , including <u>assistive technologies</u> .		

Legal Disclaimer (ManageBac)

[Company Terms, Services, & Agreements](#)