

**FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN LEARNING A-Z, LLC, AND POUFRE SCHOOL DISTRICT R-1**

This First Amendment (“Amendment”) effective June 10, 2025, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and Learning A-Z, LLC (the “Contractor”) executed August 13, 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 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, 2025, 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, 2025, through June 30, 2026.

3. **Amended Responsibilities.**
 - 3.1. Exhibit A is deleted hereby in its entirety.
 - 3.2. Replace Exhibit A with Contractor’s PSD Student Data Information Request for Software Services and Schedule of Data to be Collected for Learning Site Access, 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 School Year Pricing, hereby attached to this First Amendment and made part of this Agreement. The pricing in this quote will remain fixed throughout the term of the contract for District orders.
 - 3.5. Exhibit C is deleted hereby in its entirety.
 - 3.6. Replace Exhibit C with Contractor’s Accessibility Conformance Report WCAG Edition, hereby attached to this First Amendment and made part of this Agreement.
 - 3.7. Section 12, Insurance, is deleted hereby in its entirety.
 - 3.8. Add Exhibit D with the District’s Insurance, hereby attached to this First Amendment and made part of this Agreement.

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.

LEARNING A-Z, LLC

POUDRE SCHOOL DISTRICT R-1

By:  _____

Jeffrey Vincent
Sales and Customer Success

By: 
[R David Montoya \(Aug 7, 2025 10:27:20 MDT\)](#) _____

R. David Montoya
Chief Finance Officer

By: 
[Julie Chaplain \(Aug 7, 2025 10:22:01 MDT\)](#) _____

Dr. Julie Chaplain
Assistant Superintendent

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.*

[We provide online educational resources and books accessible by web browser.](#)

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 attached](#)

| <i>Student</i> | <i>Teacher</i> | <i>Admin</i> | <i>Meta Data</i> |
|----------------|----------------|--------------|------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

3. What is the purpose of collecting student data?

Retrieve roster data from the district to enable use of our products by teachers, students, and admins

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.

We do not Share student data with Third Parties

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

N/A

6. Please provide:

- Current quote (if available)

Quotes are available by contacting your sales representative

Tiered pricing for future purchases

N/A For pricing, contact a sales representative

Name and email for contract notices

Jeffrey Vincent sales@learninga-z.com

Name and title of person who will sign the contract

Jeffrey Vincent, Vice President of Sales

Does the system allow integration for rostering?

Yes No

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

This is only available for customers with contracts of over \$10,000. Should a customer qualify, our Technical Integration Team can work with our customers to integrate with their rostering.

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.

What Student Data is collected through the use of the system?

| Data Collected | General Purpose of Data Collection |
|------------------------------------|---|
| Access Time | User research to improve the experience & provide technical support |
| Assessment Scores | Used for teacher data collection |
| Badges Earned | Used for teacher data collection |
| Browser Type | User research to improve the experience & provide technical support |
| Browser Version | User research to improve the experience & provide technical support |
| Contest Points | Used for teacher data collection. |
| Device ID | User research to improve the experience & provide technical support |
| Device Type & OS | User research to improve the experience & provide technical support |
| Game Time Earned | Used for teacher data collection |
| IEP Progress Percentage | Used for teacher data collection |
| IEP Standards Passed | Used for teacher data collection |
| IP Address | User research to improve the experience & provide technical support |
| Lesson Questions Correct/Incorrect | Used for teacher data collection |
| Lesson Scores | Used for teacher data collection |
| Machine Model | User research to improve the experience & provide technical support |
| Operating System | User research to improve the experience & provide technical support |
| Placement test scores | Used for teacher data collection |
| School Address | Required to support product functionality |
| School Fax Number | Optional |
| School Leader Email Address | Optional |
| School Leader First & Last Name | Optional |
| School Leader Password | Optional |
| School Leader Role | Optional |
| School Name | Required to support product functionality |
| School Phone Number | Required to support product functionality |
| Standard Mastery Percentage | Used for teacher data collection |
| Standards Mastered | Used for teacher data collection |
| Student Answers on Lesson | Used for teacher data collection |
| Student First & Last Name | Required to support product functionality |
| Student Grade Level | Required to support product functionality |
| Student ID number | Optional |

| | |
|-----------------------------------|---|
| Student Password | Required to support product functionality |
| Student Username | Required to support product functionality |
| Teacher Email Address | Required to support product functionality |
| Teacher First & Last Name | Required to support product functionality |
| Teacher Password | Required to support product functionality |
| Time on Lesson | Used for teacher data collection |
| Time Spent in Subjects | Used for teacher data collection |
| Time Spent on individual problems | Used for teacher data collection |

What third-parties does the vendor partner with? Who may receive Student Data in any format?

| Vendor | URL | Description |
|------------------|---------------------------------|--------------------------------|
| Rackspace | rackspace.com | Web hosting |
| Amazon AWS | aws.amazon.com | Web hosting |
| Wormly | wormly.com | Alerts and monitoring |
| Realtime | framework.realtime.com | Cloud based realtime messaging |
| Twilio | twilio.com | SMS messaging |
| Sendgrid | sendgrid.com | Email delivery |
| Mailchimp | mailchimp.com | Email list management |
| Clever | clever.com | Student rostering |
| Edmodo | edmodo.com | Student rostering |
| Oneroster | oneroster.com | Student rostering |
| Freshdesk | freshdesk.com | Customer support |
| Google Classroom | developers.google.com/classroom | Student rostering |
| Salesforce | salesforce.com | CRM |

Fields to be Integrated

| Table | Field | Rationale (How will this data be used) |
|---------------------|---------------------|--|
| Teacher / admin csv | Existing Username | Uniquely identifies the user in the LAZ system |
| Teacher / admin csv | First Name | Required to support product functionality |
| Teacher / admin csv | Last Name | Required to support product functionality |
| Teacher / admin csv | Email | Required to support product functionality |
| Teacher / admin csv | District Teacher ID | Optional; enables identifying corresponding user in an external system |
| Teacher / admin csv | School Organization | Required to support product functionality |
| Teacher / admin csv | Grade Level | Optional; supports product functionality |
| Student csv | LAZ Student ID | Uniquely identifies the user in the LAZ system |
| Student csv | Teacher username | Required to support product functionality by identifying student's roster teacher |
| Student csv | Classroom name | Required when teacher has multiple classrooms to identify in which classroom to roster the student |
| Student csv | Student Username | Uniquely identifies the user in the LAZ system |

| | | |
|-------------|---------------------|---|
| Student csv | First Name | Recommended to support product functionality |
| Student csv | Last Name | Recommended to support product functionality |
| Student csv | Grade Level | Recommended to support product functionality |
| Student csv | District Student ID | Optional; enables identifying corresponding user in an external system |
| Student csv | Password | Recommended for security purposes; (picture passwords can be assigned manually) |
| | | |



Poudre School District

Clear Form

STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

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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.*

We provide online educational resources and books accessible by web browser.

2. What student data is collected through use of the system?
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See attached

Exhibit B



2024-2025 Pricing Sheet 4/10/2025

Download

 **Learning A-Z** **2024/2025 SCHOOL YEAR PRICING**

Learning A-Z • 1840 E. River Rd., Suite 220, Tucson, AZ 85718 • 866.889.3729 (US toll-free) • 520.232.5000 (Direct)

Per K-12 Classroom

| | |
|---|-----------------|
|  | \$248.00 |
|  | \$248.00 |
|  | \$135.00 |
|  | \$135.00 |
|  | \$75.00 |
|  | \$75.00 |
|  | \$52.00 |
|  | \$125.00 |
|  | \$125.00 |

Exhibit C

Learning A-Z Accessibility Conformance Report

WCAG Edition 2.1 Level AA

(Based on VPAT® Version 2.4Rev)

Name of Product/Version: Raz Plus, Reading A-Z, Raz-Kids, Raz-Espanol, Raz Plus ELL, Raz Plus Connected Classroom

Report Date: 04.19.24

Product Description: Raz Plus Et Al is a supplemental literacy product aimed at improving literacy proficiency for students in grades Kindergarten through 5th.

Contact Information: Adrianna Bertoia (adrianna.bertoa@learninga-z.com)

Notes: This VPAT is based on a representative sample of approximately 38 URLs, with additional fixes made upon discovery.

Evaluation Methods Used: Manual and Automated tested using NVDA, Various Color Contrast Tools, Deque Axe Developer Tools, and Deque Web Monitor.

Applicable Standards/Guidelines: WCAG Edition 2.1 Level AA

Terms:

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

Statement of Conformance: Raz-Plus Et Al is constantly being developed, updated and evaluated. Learning A-Z has an accessibility team in place to ensure continued efforts are made to comply with WCAG 2.1 AA standards, and to ensure future published items follow our internal guidelines for accessibility.

| Standard | Description | Support Level (S, PS, DNS, NA, NE) | Comments (mandatory) |
|---|--|---------------------------------------|--|
| Principle 1: Perceivable – information and user interface components must be presentable to users in ways they can perceive. | | | |
| Guideline 1.1 Text Alternatives: Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, braille, speech, symbols or simpler language. | | | |
| 1.1.1 | <p>Non-text Content: All non-text content that is presented to the user has a text alternative that serves the equivalent purpose, except for the situations listed below (Level A).</p> <ul style="list-style-type: none"> ● Controls, Input: If non-text content is a control or accepts user input, then it has a name that describes its purpose. (Refer to Guideline 4.1 for additional requirements for controls and content that accepts user input.) ● Time-Based Media: If non-text content is time-based media, then text alternatives at least provide descriptive identification of the non-text content. (Refer to Guideline 1.2 for the additional requirements for media.) ● Test: If non-text content is a test or exercise that would be invalid if presented in text, then text alternatives at least provide descriptive identification of the non-text content. ● Sensory: If non-text content is primarily intended to create a specific sensory experience, then text alternatives at least provide descriptive identification of the non-text content. ● CAPTCHA: If the purpose of non-text content is to confirm that content is being accessed by a person rather than a computer, then text alternatives that identify and describe the purpose of the non-text content are provided, and alternative forms of CAPTCHA using output modes for different types of sensory perception are provided to accommodate different disabilities. ● Decorative, Formatting, Invisible: If non-text content is pure decoration, is used only for visual formatting, or is not presented to users, then it is implemented in a way that it can be ignored by assistive technology. | PS | <p>Learning A-Z is actively working to ensure all non-text content is supported via alternative text.</p> <p>We are working through our list of known issues and are publishing alternative text as it becomes available.</p> <p>To ensure all new images have required alternative text, the LAZ team has put in place alternative text guidelines that require developments to obtain the alternative text copy prior to publishing.</p> |
| Guideline 1.2 Time-based Media: Provide alternatives for time-based media. | | | |
| 1.2.1 | Audio-only and Video-only (Prerecorded): For prerecorded audio-only and prerecorded video-only | S | |

| Standard | Description | Support Level (S, PS, DNS, NA, NE) | Comments (mandatory) |
|----------|--|---------------------------------------|--|
| | <p>media, the following are true, except when the audio or video is a media alternative for text and is clearly labeled as such (Level A):</p> <ul style="list-style-type: none"> ● Prerecorded Audio-only: An alternative for time-based media is provided that presents equivalent information for prerecorded audio-only content. ● Prerecorded Video-only: Either an alternative for time-based media or an audio track is provided that presents equivalent information for prerecorded video-only content. | | |
| 1.2.2 | Captions (Prerecorded): Captions are provided for all prerecorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A) | S | |
| 1.2.3 | Audio Description or Media Alternative (Prerecorded): An alternative for time-based media or audio description of the prerecorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A) | PS | Learning A-Z is actively working on increasing the number of videos that contain audio descriptions. |
| 1.2.4 | Captions (Live): Captions are provided for all live audio content in synchronized media. (Level AA) | NA | Raz-Plus does not contain live audio content. |
| 1.2.5 | Audio Description (Prerecorded): Audio description is provided for all prerecorded video content in synchronized media. (Level AA) | PS | Learning A-Z is actively working on increasing the number of videos that contain audio descriptions. |
| 1.2.6 | Sign Language (Prerecorded): Sign language interpretation is provided for all prerecorded audio content in synchronized media. (Level AAA) | NE | |
| 1.2.7 | Extended Audio Description (Prerecorded): Where pauses in foreground audio are insufficient to allow audio descriptions to convey the sense of the video, extended audio description is provided for all prerecorded video content in synchronized media. (Level AAA) | NE | |
| 1.2.8 | Media Alternative (Prerecorded): An alternative for time-based media is provided for all prerecorded synchronized media and for all prerecorded video-only media. (Level AAA) | NE | |

| Standard | Description | Support Level (S, PS, DNS, NA, NE) | Comments (mandatory) |
|--|--|---------------------------------------|-------------------------|
| 1.2.9 | Audio-only (Live): An alternative for time-based media that presents equivalent information for live audio-only content is provided. (Level AAA) | NE | |
| Guideline 1.3 Adaptable: Create content that can be presented in different ways (for example simpler layout) without losing information or structure. | | | |
| 1.3.1 | Info and Relationships: Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text. (Level A) | S | |
| 1.3.2 | Meaningful Sequence: When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined. (Level A) | S | |
| 1.3.3 | Sensory Characteristics: Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound. (Level A) | S | |
| 1.3.4 | Orientation: Content does not restrict its view and operation to a single display orientation, such as portrait or landscape, unless a specific display orientation is essential. | S | |
| 1.3.5 | Identify Input Purpose: The purpose of each input field collecting information about the user can be programmatically determined when: <ul style="list-style-type: none"> • The input field serves a purpose identified in the Input Purposes for User Interface Components section; and • The content is implemented using technologies with support for identifying the expected meaning for form input data. | S | |
| 1.3.6 | Identify Purpose: In content implemented using markup languages, the purpose of User Interface Components, icons, and regions can be programmatically determined. | S | |
| Guideline 1.4 Distinguishable: Make it easier for users to see and hear content including separating foreground from background. | | | |
| 1.4.1 | Use of Color: Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. (Level A) | S | |

| Standard | Description | Support Level (S, PS, DNS, NA, NE) | Comments (mandatory) |
|----------|--|---------------------------------------|-------------------------|
| 1.4.2 | Audio Control: If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level. (Level A) | S | |
| 1.4.3 | Contrast (Minimum): The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following: (Level AA) <ul style="list-style-type: none"> ● Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 3:1; ● Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. ● Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement. | S | |
| 1.4.4 | Resize text: Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality. (Level AA) | S | |
| 1.4.5 | Images of Text: If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following: (Level AA) <ul style="list-style-type: none"> ● Customizable: The image of text can be visually customized to the user's requirements; ● Essential: A particular presentation of text is essential to the information being conveyed. | S | |
| 1.4.6 | Contrast (Enhanced): The visual presentation of text and images of text has a contrast ratio of at least 7:1, except for the following: (Level AAA) <ul style="list-style-type: none"> ● Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 4.5:1; ● Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. ● Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement. | NE | |

| Standard | Description | Support Level (S, PS, DNS, NA, NE) | Comments (mandatory) |
|----------|--|---------------------------------------|-------------------------|
| 1.4.7 | <p>Low or No Background Audio: For prerecorded audio-only content that (1) contains primarily speech in the foreground, (2) is not an audio CAPTCHA or audio logo, and (3) is not vocalization intended to be primarily musical expression such as singing or rapping, at least one of the following is true: (Level AAA)</p> <ul style="list-style-type: none"> • No Background: The audio does not contain background sounds. • Turn Off: The background sounds can be turned off. • 20 dB: The background sounds are at least 20 decibels lower than the foreground speech content, with the exception of occasional sounds that last for only one or two seconds. | NE | |
| 1.4.8 | <p>Visual Presentation: For the visual presentation of blocks of text, a mechanism is available to achieve the following: (Level AAA)</p> <ul style="list-style-type: none"> • Foreground and background colors can be selected by the user. • Width is no more than 80 characters or glyphs (40 if CJK). • Text is not justified (aligned to both the left and the right margins). • Line spacing (leading) is at least space-and-a-half within paragraphs, and paragraph spacing is at least 1.5 times larger than the line spacing. • Text can be resized without assistive technology up to 200 percent in a way that does not require the user to scroll horizontally to read a line of text on a full-screen window. | NE | |
| 1.4.9 | <p>Images of Text (No Exception): Images of text are only used for pure decoration or where a particular presentation of text is essential to the information being conveyed. (Level AAA)</p> | NE | |
| 1.4.10 | <p>Reflow: Content can be presented without loss of information or functionality, and without requiring scrolling in two dimensions for:</p> <ul style="list-style-type: none"> • Vertical scrolling content at a width equivalent to 320 CSS pixels; • Horizontal scrolling content at a height equivalent to 256 CSS pixels; | S | |

| Standard | Description | Support Level (S, PS, DNS, NA, NE) | Comments (mandatory) |
|----------|---|---------------------------------------|-------------------------|
| | Except for parts of the content which require two-dimensional layout for usage or meaning. (Level AA) | | |
| 1.4.11 | <p>Non-Text Contrast: The visual presentation of the following have a contrast ratio of at least 3:1 against adjacent color(s):</p> <ul style="list-style-type: none"> • User Interface Components: Visual information required to identify user interface components and states, except for inactive components or where the appearance of the component is determined by the user agent and not modified by the author; • Graphical Objects: Parts of graphics required to understand the content, except when a particular presentation of graphics is essential to the information being conveyed. (Level AA) | S | |
| 1.4.12 | <p>Text Spacing: In content implemented using markup languages that support the following text style properties, no loss of content or functionality occurs by setting all of the following and by changing no other style property:</p> <ul style="list-style-type: none"> • Line height (line spacing) to at least 1.5 times the font size; • Spacing following paragraphs to at least 2 times the font size; • Letter spacing (tracking) to at least 0.12 times the font size; • Word spacing to at least 0.16 times the font size. <p>Exception: Human languages and scripts that do not make use of one or more of these text style properties in written text can conform using only the properties that exist for that combination of language and script. (Level AA)</p> | S | |
| 1.4.13 | <p>Content on Hover or Focus: Where receiving and then removing pointer hover or keyboard focus triggers additional content to become visible and then hidden, the following are true:</p> <ul style="list-style-type: none"> • Dismissible: A mechanism is available to dismiss the additional content without moving pointer hover or keyboard focus, unless the additional content communicates an input error or does not obscure or replace other content; | S | |

| Standard | Description | Support Level (S, PS, DNS, NA, NE) | Comments (mandatory) |
|---|--|---------------------------------------|-------------------------|
| | <ul style="list-style-type: none"> ● Hoverable: If pointer hover can trigger the additional content, then the pointer can be moved over the additional content without the additional content disappearing; ● Persistent: The additional content remains visible until the hover or focus trigger is removed, the user dismisses it, or its information is no longer valid. Exception: The visual presentation of the additional content is controlled by the user agent and is not modified by the author. (Level AA) | | |
| Principle 2: Operable - User interface components and navigation must be operable. | | | |
| Guideline 2.1 Keyboard Accessible: Make all functionality available from a keyboard. | | | |
| 2.1.1 | Keyboard: All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints. (Level A) | S | |
| 2.1.2 | No Keyboard Trap: If keyboard focus can be moved to a component of the page using a keyboard interface, then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away. (Level A) | S | |
| 2.1.3 | Keyboard (No Exception): All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes. (Level AAA) | NE | |
| 2.1.4 | <p>Character Key Shortcuts: If a keyboard shortcut is implemented in content using only letter (including upper- and lower-case letters), punctuation, number, or symbol characters, then at least one of the following is true:</p> <ul style="list-style-type: none"> ● Turn off: A mechanism is available to turn the shortcut off; ● Remap: A mechanism is available to remap the shortcut to use one or more non-printable keyboard characters (e.g. Ctrl, Alt, etc). ● Active only on focus: The keyboard shortcut for a user interface component is only active when that component has focus. | S | |

| Standard | Description | Support Level (S, PS, DNS, NA, NE) | Comments (mandatory) |
|--|---|---------------------------------------|-------------------------|
| | (Level A) | | |
| Guideline 2.2 Enough Time: Provide users enough time to read and use content. | | | |
| 2.2.1 | <p>Timing Adjustable: For each time limit that is set by the content, at least one of the following is true: (Level A)</p> <ul style="list-style-type: none"> • Turn off: The user is allowed to turn off the time limit before encountering it; or • Adjust: The user is allowed to adjust the time limit 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 essential and extending it would invalidate the activity; or • 20 Hour Exception: The time limit is longer than 20 hours. | S | |
| 2.2.2 | <p>Pause, Stop, Hide: For moving, blinking, 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 pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; 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, 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. | S | |

| Standard | Description | Support Level (S, PS, DNS, NA, NE) | Comments (mandatory) |
|---|--|---------------------------------------|-------------------------|
| 2.2.3 | No Timing: Timing is not an essential part of the event or activity presented by the content, except for non-interactive synchronized media and real-time events. (Level AAA) | NE | |
| 2.2.4 | Interruptions: Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency. (Level AAA) | NE | |
| 2.2.5 | Re-authenticating: When an authenticated session expires, the user can continue the activity without loss of data after re-authenticating. (Level AAA) | NE | |
| 2.2.6 | Timeouts: Users are warned of the duration of any user inactivity that could cause data loss, unless the data is preserved for more than 20 hours when the user does not take any actions. (Level AAA) | NE | |
| Guideline 2.3 Seizures: <i>Do not design content in a way that is known to cause seizures.</i> | | | |
| 2.3.1 | Three Flashes or Below Threshold: Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds. (Level A) | S | |
| 2.3.2 | Three Flashes: Web pages do not contain anything that flashes more than three times in any one second period. (Level AAA) | NE | |
| 2.3.3 | Animations from Interactions: Motion animation triggered by interaction can be disabled, unless the animation is essential to the functionality or the information being conveyed. (Level AAA) | NE | |
| Guideline 2.4 Navigable: <i>Provide ways to help users navigate, find content, and determine where they are.</i> | | | |
| 2.4.1 | Bypass Blocks: A mechanism is available to bypass blocks of content that are repeated on multiple Web pages. (Level A) | S | |
| 2.4.2 | Page Titled: Web pages have titles that describe topic or purpose. (Level A) | S | |
| 2.4.3 | Focus Order: If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability. (Level A) | S | |
| 2.4.4 | Link Purpose (In Context): The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context, except where the purpose | S | |

| Standard | Description | Support Level (S, PS, DNS, NA, NE) | Comments (mandatory) |
|--|---|---------------------------------------|-------------------------|
| | of the link would be ambiguous to users in general. (Level A) | | |
| 2.4.5 | Multiple Ways: More than one way is available to locate a Web page within a set of Web pages except where the Web Page is the result of, or a step in, a process. (Level AA) | S | |
| 2.4.6 | Headings and Labels: Headings and labels describe topic or purpose. (Level AA) | S | |
| 2.4.7 | Focus Visible: Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible. (Level AA) | S | |
| 2.4.8 | Location: Information about the user's location within a set of Web pages is available. (Level AAA) | NE | |
| 2.4.9 | Link Purpose (Link Only): A mechanism is available to allow the purpose of each link to be identified from link text alone, except where the purpose of the link would be ambiguous to users in general. (Level AAA) | NE | |
| 2.4.10 | Section Headings: Section headings are used to organize the content. (Level AAA) | NE | |
| Guideline 2.5 Input Modalities: Make it easier for users to operate functionality through various inputs beyond keyboard. | | | |
| 2.5.1 | Pointer Gestures: All functionality that uses multipoint or path-based gestures for operation can be operated with a single pointer without a path-based gesture, unless a multipoint or path-based gesture is essential. (Level A) | S | |
| 2.5.2 | Pointer Cancellation: For functionality that can be operated using a single pointer, at least one of the following is true: <ul style="list-style-type: none"> ● No Down-Event: The down-event of the pointer is not used to execute any part of the function; ● Abort or Undo: Completion of the function is on the up-event, and a mechanism is available to abort the function before completion or to undo the function after completion; ● Up Reversal: The up-event reverses any outcome of the preceding down-event; ● Essential: Completing the function on the down-event is essential. (Level A) | S | |

| Standard | Description | Support Level (S, PS, DNS, NA, NE) | Comments (mandatory) |
|--|--|---------------------------------------|-------------------------|
| 2.5.3 | Label in Name: For user interface components with labels that include text or images of text, the name contains the text that is presented visually. (Level A) | S | |
| 2.5.4 | Motion Actuation: Functionality that can be operated by device motion or user motion can also be operated by user interface components and responding to the motion can be disabled to prevent accidental actuation, except when: <ul style="list-style-type: none"> ● Supported Interface: The motion is used to operate functionality through an accessibility supported interface; ● Essential: The motion is essential for the function and doing so would invalidate the activity. (Level A) | S | |
| 2.5.5 | Target Size: The size of the target for pointer inputs is at least 44 by 44 CSS pixels except when: <ul style="list-style-type: none"> ● Equivalent: The target is available through an equivalent link or control on the same page that is at least 44 by 44 CSS pixels; ● Inline: The target is in a sentence or block of text; ● User Agent Control: The size of the target is determined by the user agent and is not modified by the author; ● Essential: A particular presentation of the target is essential to the information being conveyed. (Level AA) | S | |
| 2.5.6 | Concurrent Input Mechanisms: Web content does not restrict use of input modalities available on a platform except where the restriction is essential, required to ensure the security of the content, or required to respect user settings. (Level AAA) | NE | |
| Principle 3: Understandable - Information and the operation of user interface must be understandable. | | | |
| Guideline 3.1 Readable: Make text content readable and understandable. | | | |
| 3.1.1 | Language of Page: The default human language of each Web page can be programmatically determined. (Level A) | S | |
| 3.1.2 | Language of Parts: The human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and words or phrases that have become | S | |

| Standard | Description | Support Level (S, PS, DNS, NA, NE) | Comments (mandatory) |
|--|--|---------------------------------------|-------------------------|
| | part of the vernacular of the immediately surrounding text. (Level AA) | | |
| 3.1.3 | Unusual Words: A mechanism is available for identifying specific definitions of words or phrases used in an unusual or restricted way, including idioms and jargon. (Level AAA) | NE | |
| 3.1.4 | Abbreviations: A mechanism for identifying the expanded form or meaning of abbreviations is available. (Level AAA) | NE | |
| 3.1.5 | Reading Level: When text requires reading ability more advanced than the lower secondary education level after removal of proper names and titles, supplemental content, or a version that does not require reading ability more advanced than the lower secondary education level, is available. (Level AAA) | NE | |
| 3.1.6 | Pronunciation: A mechanism is available for identifying specific pronunciation of words where meaning of the words, in context, is ambiguous without knowing the pronunciation. (Level AAA) | NE | |
| Guideline 3.2 Predictable: Make Web pages appear and operate in predictable ways. | | | |
| 3.2.1 | On Focus: When any component receives focus, it does not initiate a change of context. (Level A) | S | |
| 3.2.2 | On Input: Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component. (Level A) | S | |
| 3.2.3 | Consistent Navigation: Navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user. (Level AA) | S | |
| 3.2.4 | Consistent Identification: Components that have the same functionality within a set of Web pages are identified consistently. (Level AA) | S | |
| 3.2.5 | Change on Request: Changes of context are initiated only by user request or a mechanism is available to turn off such changes. (Level AAA) | NE | |
| Guideline 3.3 Input Assistance: Help users avoid and correct mistakes. | | | |
| 3.3.1 | Error Identification: If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text. (Level A) | S | |

| Standard | Description | Support Level (S, PS, DNS, NA, NE) | Comments (mandatory) |
|--|--|---------------------------------------|-------------------------|
| 3.3.2 | Labels or Instructions: Labels or instructions are provided when content requires user input. (Level A) | S | |
| 3.3.3 | Error Suggestion: If an input error is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content. (Level AA) | S | |
| 3.3.4 | Error Prevention (Legal, Financial, Data): For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true: (Level AA) <ul style="list-style-type: none"> • Reversible: Submissions are reversible. • Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them. • Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission. | S | |
| 3.3.5 | Help: Context-sensitive help is available. (Level AAA) | NE | |
| 3.3.6 | Error Prevention (All): For Web pages that require the user to submit information, at least one of the following is true: (Level AAA) <ul style="list-style-type: none"> • Reversible: Submissions are reversible. • Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them. • Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission. | NE | |
| Principle 4: Robust - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies. | | | |
| Guideline 4.1 Compatible: Maximize compatibility with current and future user agents, including assistive technologies. | | | |
| 4.1.1 | Parsing: 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. (Level A) | S | |

| Standard | Description | Support Level (S, PS, DNS, NA, NE) | Comments (mandatory) |
|----------|---|---------------------------------------|-------------------------|
| 4.1.2 | Name, Role, Value: For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies. (Level A) | S | |
| 4.1.3 | Status Messages: In content implemented using markup languages, status messages can be programmatically determined through role or properties such that they can be presented to the user by assistive technologies without receiving focus. (Level AA) | S | |



RAZ-Plus_WCAG_VPAT_2024_4/10/2025

Download

Learning A-Z Accessibility Conformance Report

WCAG Edition 2.1 Level AA

(Based on VPAT® Version 2.4Rev)

Name of Product/Version: Raz Plus, Reading A-Z, Raz-Kids, Raz-Espanol, Raz Plus ELL, Raz Plus Connected Classroom

Report Date: 04.19.24

Product Description: Raz Plus Et Al is a supplemental literacy product aimed at improving literacy proficiency for students in grades Kindergarten through 5th.

Contact Information: Adrianna Bertoia (adrianna.bertoia@learninga-z.com)

Notes: This VPAT is based on a representative sample of approximately 38 URLs, with additional fixes made upon discovery.

Evaluation Methods Used: Manual and Automated tested using NVDA, Various Color Contrast Tools, Deque Axe Developer Tools, and Deque Web Monitor.

Applicable Standards/Guidelines: WCAG Edition 2.1 Level AA

Terms:

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

Statement of Conformance: Raz-Plus Et Al is constantly being developed, updated and evaluated. Learning A-Z has an accessibility team in place to ensure continued efforts are made to comply with WCAG 2.1 AA standards, and to ensure future published items follow our internal guidelines for accessibility. ▶

Exhibit D

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 10 shall not reduce the indemnification liability that Provider has assumed in section 11.

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.

If the services include collecting, receiving and/or storing Personal Identifiable Information (PII), the insurance must also 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.

**SOFTWARE SERVICES AGREEMENT
BETWEEN LEARNING A-Z, LLC
AND POUDRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is entered into this 13th day of August 2024, by and between Poudre School District R-1 (the “District”) and Learning A-Z, LLC. (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, 2024 and continue through and including June 30, 2025, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms.

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. Notwithstanding the provisions of sections 2.1 and 2.2 above, either party may terminate this Agreement at any time in that party’s sole discretion for any reason, with or without cause, by providing the other party with thirty (30) days’ advance written notice. Unless otherwise expressly required under applicable law or in the event of an uncured material default by Contractor, invoiced fees are not subject to offset, credit or reimbursement for termination prior to the end of the then-current license subscription period.

2. **Deliverables and Purchase Price.**

2.1. The Contractor shall make its i-Ready web-based diagnostic assessment, progress monitoring and instructional software system available 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 are as set forth on the attached Exhibit B, due and payable thirty (30) days from receipt of Contractor’s invoice.

2.2.1. The cost for all Services under this contract shall not exceed the pricing set forth on the attached Exhibit B hereby and made part of this Agreement.

2.3. Additional District schools may participate in Services under all terms and conditions specified within this Agreement, not to exceed the term within section 1.1. This Agreement in no way binds the District or District Schools to exclusive use of Contractor’s Services. Discretion to utilize Services is under the direction of each District School Principal or

Principal designee. District Principals or Principal designee will adhere to applicable laws, regulations, and District policies.

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

- 2.4.1. The Contractor shall provide the contact in section 9 a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.
- 2.4.2. Site-based credit cards and/or site-based restricted checks shall not be permitted for payment.
- 2.4.3. Services provided by Contractor without conforming to section 2.4 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.
- 2.4.4. 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 9 of this agreement.

2.5. Invoicing. Contractor will provide invoices for the Services at the rate specified in B Invoices shall be submitted to the Accounts Payable Department within thirty (30) days of receipt of Purchase Order. Invoices for Services shall include name of provider, dates of Services conforming to section 1.1, location for Services and a description of the Services provided.

- 2.5.1. 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.
- 2.5.2. Invoices which do not conform with the agreement will be paid thirty (30) days from receipt of a revised and corrected invoice.
- 2.5.3. 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.
- 2.5.4. Invoices shall be sent to ap@psdschools.org.
- 2.5.5. **Tax Exemption.** The District is exempt from federal and state taxes under Colorado Tax Exempt Number 98-03335.

2.5.6. 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 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. **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.

10. 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: Contracts Administrator
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: contracts@psdschools.org

Learning A-Z, LLC
Attn: Christine Hall
17855 Dallas Parkway, Suite 400
Dallas, TX 75287
Email: Sales@learninga-z.com

12. **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: risk@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 12 shall not reduce the indemnification liability that Contractor has assumed in section 13.

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.

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.**

15.1. **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.

15.2. **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.

15.3. **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's Executive Director of Communications or designee.

15.4. **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.

15.5. **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.

15.6. **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.

15.7. **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.

15.8. **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.

15.9. **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.

15.10. **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.

15.11. **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.

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

15.13. **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.

15.14. **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.


15.15. **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.

THE REMAINDER OF THIS PAGE WAS LEFT INTENTIONALLY BLANK

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

LEARNING A-Z, LLC

POUDRE SCHOOL DISTRICT R-1

By: 

Jeffrey Vincent
Interim Head, Sales and Customer Success

By:  R. David Montoya (SEP 11, 2024 15:39 MDT)

R. David Montoya
Chief Finance Officer

By:  Julie Chaplain (Sep 11, 2024 14:46 MDT)

Julie Chaplain
Assistant Superintendent

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.*

[We provide online educational resources and books accessible by web browser.](#)

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 attached](#)

| <i>Student</i> | <i>Teacher</i> | <i>Admin</i> | <i>Meta Data</i> |
|----------------|----------------|--------------|------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

3. What is the purpose of collecting student data?

Retrieve roster data from the district to enable use of our products by teachers, students, and admins

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.

We do not Share student data with Third Parties

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

N/A

6. Please provide:

- Current quote (if available)

Quotes are available by contacting your sales representative

- Tiered pricing for future purchases

N/A contact a sales representative for Pricing

Name and email for contract notices

Sales@learninga-z.com

Name and title of person who will sign the contract

Jeffrey Vincent Senior Vice President of Revenue

Does the system allow integration for rostering?

@ Yes QNo

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

This is only available for customers with contracts of over \$10,000. Should a customer qualify, our Technical Integration Team can work with our customers to integrate with their rostering.

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.

What Student Data is collected through the use of the system?

| Data Collected | General Purpose of Data Collection |
|------------------------------------|---|
| Access Time | User research to improve the experience & provide technical support |
| Assessment Scores | Used for teacher data collection |
| Badges Earned | Used for teacher data collection |
| Browser Type | User research to improve the experience & provide technical support |
| Browser Version | User research to improve the experience & provide technical support |
| Contest Points | Used for teacher data collection. |
| Device ID | User research to improve the experience & provide technical support |
| Device Type & OS | User research to improve the experience & provide technical support |
| Game Time Earned | Used for teacher data collection |
| IEP Progress Percentage | Used for teacher data collection |
| IEP Standards Passed | Used for teacher data collection |
| IP Address | User research to improve the experience & provide technical support |
| Lesson Questions Correct/Incorrect | Used for teacher data collection |
| Lesson Scores | Used for teacher data collection |
| Machine Model | User research to improve the experience & provide technical support |
| Operating System | User research to improve the experience & provide technical support |
| Placement test scores | Used for teacher data collection |
| School Address | Required to support product functionality |
| School Fax Number | Optional |
| School Leader Email Address | Optional |
| School Leader First & Last Name | Optional |
| School Leader Password | Optional |
| School Leader Role | Optional |
| School Name | Required to support product functionality |
| School Phone Number | Required to support product functionality |
| Standard Mastery Percentage | Used for teacher data collection |
| Standards Mastered | Used for teacher data collection |
| Student Answers on Lesson | Used for teacher data collection |
| Student First & Last Name | Required to support product functionality |
| Student Grade Level | Required to support product functionality |
| Student ID number | Optional |

| | |
|-----------------------------------|---|
| Student Password | Required to support product functionality |
| Student Username | Required to support product functionality |
| Teacher Email Address | Required to support product functionality |
| Teacher First & Last Name | Required to support product functionality |
| Teacher Password | Required to support product functionality |
| Time on Lesson | Used for teacher data collection |
| Time Spent in Subjects | Used for teacher data collection |
| Time Spent on individual problems | Used for teacher data collection |

What third-parties does the vendor partner with? Who may receive Student Data in any format?

| Vendor | URL | Description |
|------------------|---------------------------------|--------------------------------|
| Rackspace | rackspace.com | Web hosting |
| Amazon AWS | aws.amazon.com | Web hosting |
| Wormly | wormly.com | Alerts and monitoring |
| Realtime | framework.realtime.com | Cloud based realtime messaging |
| Twilio | twilio.com | SMS messaging |
| Sendgrid | sendgrid.com | Email delivery |
| Mailchimp | mailchimp.com | Email list management |
| Clever | clever.com | Student rostering |
| Edmodo | edmodo.com | Student rostering |
| Oneroster | oneroster.com | Student rostering |
| Freshdesk | freshdesk.com | Customer support |
| Google Classroom | developers.google.com/classroom | Student rostering |
| Salesforce | salesforce.com | CRM |

Exhibit B

mLearning A-Z

2024/2025 2023/2024 SCHOOL YEAR PRICING

Learning A-Z • 1840 E. River Rd., Suite 220, Tucson, AZ 85718 • 866.889.3729 (US toll-free) • 520.232.5000 (Direct)

Per K-12 Classroom

| | |
|---|----------|
|  | \$241.00 |
|  | \$241.00 |
|  | \$132.00 |
|  | \$132.00 |
|  | \$72.00 |
|  | \$72.00 |
|  | \$52.00 |
|  | \$121.00 |
|  | \$121.00 |
|  | \$121.00 |

Licenses are sold on a per classroom yearly basis. A current license is required for any teacher using Learning A-Z resources whether digital or printed.

*Requires Raz-Plus.

All prices are in US funds. Applicable sales tax added for US customers.

mLearning A-Z

2023 PROFESSIONAL LEARNING

Learning A-Z • 1840 E. River Rd., Suite 220, Tucson, AZ 85718 • 866.889.3729 (US toll-free) • 520.232.5000 (Direct)

Webinar

\$500

(per webinar)

Workshops & Learning Series

\$3,000

(for the first day; \$2,500 for each consecutive day)

Data Literacy Workshop

\$3,000

Train-the-Trainer Package

\$9,500

(per cohort of 25)

Coaching Support & Lesson Modeling

\$3,000

(for the first day; \$2,500 for each consecutive day)

Resource Mapping

Pricing varies by district needs.
Please work with your PL
manager for exact pricing.

Included for all under \$9,999

No live webinar allocation

Included for all \$10,000 to \$24,999

1 live product orientation webinar

Included for all \$25,000 to \$49,999

2 live product orientation webinars

Included for all \$50,000 to \$99,999

3 live product orientation webinars

All Learning A-Z customers will have access to on-demand services.

Professional Learning Services are available for US based customers only.

All prices are in US funds. Applicable sales tax added for US customers.

2023 PROFESSIONAL LEARNING KEY ACCOUNTS

| | |
|--|---|
| Included for all \$100,000 to \$149,999 | 5 live product orientation webinars and 1 on-site orientation |
| Included for all \$150,000 to \$199,999 | 6 live product orientation webinars and 1 on-site orientation |
| Included for all \$200,000 to \$249,999 | 7 live product orientation webinars and 1 on-site orientation |
| Included for all \$250,000 to \$299,999 | 8 live product orientation webinars and 1 on-site orientation |
| Included for all \$300,000 to \$349,999 | 9 live product orientation webinars and 2 on-site orientations |
| Included for all \$350,000 to \$399,999 | 10 live product orientation webinars and 2 on-site orientations |
| Included for all \$400,000 to \$449,000 | 11 live product orientation webinars and 2 on-site orientations |
| Included for all \$450,000 to \$499,999 | 12 live product orientation webinars and 3 on-site orientations |
| For accounts over \$500,000 | Customized Professional Development Plan |

Professional Learning Services are available for US based customers only.

Exhibit C

Voluntary Product Accessibility Template® (VPAT™)

Date: 9/17/2018

Name of Product: Raz-Plus

Vendor Company Name: Learning A-Z, Inc.

Vendor Contact Name: Kent Kanipe

Vendor Contact Telephone: 800-894-5374

Summary

| Criteria | Supporting Features | Remarks and explanations |
|---|---------------------------|--|
| Section 1194.21 Software Applications and Operating Systems | Not Applicable | Products are not a software application or operating system. |
| Section 1194.22 Web-based Internet Information and Applications | See Section 1194.22 Below | |
| Section 1194.23 Telecommunications Products | Not Applicable | Products are not a telecommunications product. |
| Section 1194.24 Video and Multi-media Products | See Section 1194.24 Below | |
| Section 1194.25 Self-Contained, Closed Products | Not Applicable | Products are not self-contained. |
| Section 1194.26 Desktop and Portable Computers | Not Applicable | Products are not a Desktop or Portable Computer. |
| Section 1194.31 Functional Performance Criteria | See Section 1194.31 Below | |
| Section 1194.41 Information, Documentation and Support | See Section 1194.41 Below | |

Section 1194.22

Web-based Internet information and applications

| Criteria | Supporting Features | Remarks and explanations |
|--|--------------------------|---|
| (a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content). | Supports With Exceptions | Supports the majority of non-text elements, but not all. |
| (b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation. | Supports With Exceptions | Multimedia presentations contain captions for videos created after November 2016. Older legacy videos may not have captions until they are replaced with newer content. |
| (c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup. | Supports With Exceptions | Information conveyed in color is not always available in text. There is an ongoing remediation plan in place for areas that are out of compliance. |
| (d) Documents shall be organized so they are readable without requiring an associated style sheet. | Supports With Exceptions | Our sites use CSS for display, but HTML document flow is supported without CSS in a slightly degraded mode. |
| (e) Redundant text links shall be provided for each active region of a server-side image map. | Supports | Products provide a secondary means of getting to the same location with all area maps. |

| | | |
|--|--------------------------|--|
| (f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape. | Supports | All image maps are rendered on the client side. |
| (g) Row and column headers shall be identified for data tables. | Supports | All data tables differentiate cells from headers by using the correct respective tag. |
| (h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers. | Not Applicable | Data tables do not contain multiple logical levels of row or column headers. |
| (i) Frames shall be titled with text that facilitates frame identification and navigation | Supports with Exceptions | Supports the majority of iframes, but not all. We do not use frames other than iframes. |
| (j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz. | Supports | Products do not currently support any flickering within the range specified. |
| (k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes. | Does Not Support | Currently do not support text-only pages. This will be addressed in future releases. |
| (l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology. | Supports with Exceptions | Supported by some dynamically created elements, but not all. There is an ongoing remediation plan in flight. |
| (m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l). | Supports | Links to plugins or other requirements are present on pages that use them. |
| (n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues. | Supports with Exceptions | Support with some forms, but not all. There is an ongoing remediation plan in flight. |
| (o) A method shall be provided that permits users to skip repetitive navigation links. | Supports | All of our pages have skip links. |
| (p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required. | Not Applicable | We do not require any timed responses. |

Section 1194.24

Video and Multi-media Products

| Criteria | Supporting Features | Remarks and explanations |
|--|---------------------|---|
| a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, | Not Applicable | Products do not enforce the audience to use any specific viewing/interaction device(s). |

| | | |
|--|--------------------------|--|
| cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. | | |
| (b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry. | Not Applicable | Products do not enforce the audience to use any specific viewing/interaction or audio device(s). |
| (c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned. | Supports With Exceptions | All videos manufactured since November of 2016 are captioned, but some legacy videos do not have captions until they are replaced. |
| (d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described. | Does Not Support | Audio does not currently support any visual information. This will be addressed in future releases. |
| (e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent. | Does Not Support | Does not provide alternate text at this time. This will be addressed in future releases. |

Section 1194.31

Functional Performance Criteria

| Criteria | Supporting Features | Remarks and explanations |
|---|--------------------------|---|
| (a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided. | Supports With Exceptions | Our products are accessed primarily via the web. Screen readers are supported. However, not all pages will work well with screen readers. There is a remediation plan in flight. |
| (b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided. | Supports | Our products are accessed primarily via the web. Can be used in conjunction with browsers that provide the ability increase the overall font size and zooming capabilities of related media and therefore is in compliance. |
| (c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided | Supports With Exceptions | Products are generally delivered in textual form, however some multimedia video is not closed (or open) captioned. This will be addressed in future releases. |
| (d) Where audio information is important for the use of a | Supports | Our products are accessed primarily via the web. Assistive |

| | | |
|---|--------------------------|---|
| product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided. | | hearing devices can be used in conjunction with the end-users device to provide enhanced audio. |
| (e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided. | Supports With Exceptions | User speech is not required to use our products. Some optional recording activities are available. |
| (f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided. | Supports | Products can be used via a touchscreen, keyboard, or a mouse without any requirements for simultaneous actions, extended reach or strength. |

Section 1194.41

Information, Documentation and Support

| Criteria | Supporting Features | Remarks and explanations |
|---|----------------------------|--|
| (a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge | Does Not Support | We do not currently provide our documentation in alternate formats. This will be addressed in future releases. |
| (b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge. | Does Not Support | We do not currently provide a description of the accessibility and compatibility features of products to end-users. This will be addressed in future releases. |
| (c) Support services for products shall accommodate the communication needs of end-users with disabilities. | Does Not Support | We do not currently provide our documentation in alternate formats. This is will be addressed in future releases. |