

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

This Software Services Agreement (“Agreement”) is entered into as of August 12, 2025, by and between Poudre School District R-1, a school district organized and existing under the laws of the state of Colorado (the “District”) and Essential Skills Software Inc. (the “Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term and Termination of Agreement.

- 1.1. This Agreement shall commence as of July 01, 2025, and shall continue through and including June 30, 2026, 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, upon a written mutually agreed upon amendment for each one-year term. .
- 1.2. Notwithstanding any other term or provision of this Agreement, the District’s obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event, shall the District’s obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
- 1.3. Notwithstanding the provisions of sections 1.1 and 1.2 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. In the event of such termination: (a) the District shall pay Contractor for all Services performed under and in accordance with this Agreement up to the date of termination; and (b) Contractor shall reimburse the District for all payments made in excess of Services performed up to the date of termination.

2. Deliverables and Purchase Price.

- 2.1. The Contractor shall make its personalized learning activities 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 as set forth on the attached Exhibit A, shall not exceed Four Hundred Seventy-Eight dollars and zero cents (\$478.00), due and payable thirty (30) days from receipt of Contractor’s invoice.
- 2.3. Additional Services purchases shall not exceed the pricing outlined in Exhibit A.
- 2.4. 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.

- 2.5. 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.
- 2.6. Fulfillment of Services under the terms and conditions set forth in this Agreement shall be through the issuance of a District purchase order or site-based purchasing card.
- 2.6.1. The Contractor shall provide a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.
- 2.6.2. District issued purchase orders are required for purchases greater than Ten Thousand Dollars and Zero Cents (\$10,000.00).
- 2.6.3. Services provided by Contractor without conforming to sections 2.1, 2.2, 2.3, and 2.6.2 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.
- 2.6.4. Direct communication with schools or sales must be approved by contact in section 11 of this agreement.
- 2.7. **Invoicing.** Contractor will provide invoices for the Services at the rate specified in Exhibit A. Invoices for Services provided shall be submitted directly to accounts payable in the District's Finance department at ap@psdschools.org upon execution of this Agreement. Invoices for such Services shall include (a) the District location for which the licenses were provided, (b) description of licensing (including start and end dates of the license term), (c) and if issued, a purchase order number.
- 2.7.1. Invoices will generally be paid within thirty (30) days following the District representative's approval.
- 2.7.2. Invoices received that do not conform to the scope of this Agreement will not be approved, the District will notify the Contractor in writing, and the District will not be responsible for covering associated costs.
- 2.7.3. The District is a political subdivision of the State of Colorado and considered a governmental entity for tax classification purposes. The District is exempt from city, county, and state sales tax. The District's state tax exempt number is 98-03335 and the District's Federal Tax Identification Number (TIN) is 84-6013733.
- 2.7.4. The District utilizes the PaymentWorks vendor portal to collect, validate, and manage vendor information. The Contractor must complete the registration process in the portal and be approved by the District prior to the issuance of a purchase order.

- 2.8. The Contractor grants the District a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit authorized users to access and use the Services solely in the United States during the term of the Agreement.
- 2.9. 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.
- 2.10. 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.
- 2.11. 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 ("Subcontractors") as identified in and hereby attached to this Agreement as Exhibit B 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 B: (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. **Accessibility.** The Contractor shall comply with and the Services provided under this agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the State of Colorado's Governor's Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. The Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
 - 8.1. The Contractor shall ensure compliance by providing a Voluntary Product Accessibility Template (VPAT) using the current template available here: <https://www.section508.gov/sell/vpat/>
 - 8.2. If the Contractor is not compliant with what is stated and agreed upon in this section 8.2 and the provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, and as a result, the District is fined for such noncompliance, the Contractor agrees to compensate the District in full the amount of any and all related fines.
 - 8.2.1. Payment shall be made within 30 days of receipt of an invoice in accordance with the payment instructions received with the invoice.
 - 8.2.2. Delinquent balances of 90 days or more will be sent to a third-party accounts receivable collection agency.
 - 8.3. If Contractor has provided this information by the time of contract execution, it is contained in Exhibit C, hereby attached and made part of this Agreement.
9. **Access to District Server.** If access to any District server is necessary for the functionality of the Contractor's services. Upon written approval by the Executive Director of Information Technology or designee, the District grants the Contractor limited access to the District server for the sole purpose of providing Services
 - 9.1. The Contractor agrees to protect the confidentiality, integrity and availability of all electronic District or student information at all times.
 - 9.2. The Contractor agrees to take proper steps to ensure the security of the device in which they connect to the District's systems remotely. The Contractor agrees not to copy information accessed remotely to local devices and or portable devices. Printing information is not permitted unless specific authorization has been granted.
 - 9.3. The Contractor shall not share passwords, codes, credentials or user accounts with others.
 - 9.4. The Contractor shall have a valid and up-to-date antivirus agent installed to ensure protection against malware and viruses upon connection to the District network.

- 9.5. The Contractor acknowledges that if the District determines in its discretion that remote access has been compromised by unauthorized parties, or that remote access has been misused, the Contractor's access will be disabled or terminated immediately.
10. **Remedies.** If Contractor fails to comply with any of the foregoing requirements 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.
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: Strategic Sourcing & Contracting
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: Contracts@psdschools.org

Essential Skills Software Inc.
Attn: Bryan Warwick
5614 Connecticut Ave NW #150
Washington, DC, 20015-2604
Email: bryanw@essentialskills.com

12. **Insurance.**

Contractor, 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 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.

Contractor 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 Contractor 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 Contractor 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. Contractor 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 Contractor’s services including denial of service, unless caused by a mechanical or electrical failure.
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person’s computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

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

Agreement.

14. **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the District of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Constitution or Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as now or hereafter amended.
15. **General Provisions.**
 - 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.
 - 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. **Severability Clause.** Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.
- 15.11. **Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation to enforce any provision of this Agreement, the substantially prevailing party in such litigation shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.
- 15.12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.
- 15.13. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.
- 15.14. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.
- 15.15. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.
- 15.16. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

ESSENTIAL SKILLS SOFTWARE INC.

POUDRE SCHOOL DISTRICT R-1

By: Bryan Warwick

Bryan Warwick
Director of Customer Care

By: R David Montoya
R David Montoya (Aug 26, 2025 10:39:02 MDT)

R. David Montoya
Chief Finance Officer

By: Julie Chaplain
Julie Chaplain (Aug 26, 2025 10:25:40 MDT)

Dr. Julie Chaplain, PhD
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.*

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.*

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

3. What is the purpose of collecting student data?

4. What third parties does the company partner with who may receive student data in any format?

- *This includes storage and vendors receiving encrypted data.*

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

6. Please provide:

- Current quote (if available)
- Tiered pricing for future purchases
- Name and email for contract notices
- Name and title of person who will sign the contract
- Does the system allow integration for rostering?
☒ Yes ☐ No

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

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

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

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



Essential Skills Software Inc.
5614 Connecticut Ave NW # 150
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Tue Apr 08, 2025

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Exhibit C



Essential Skills Accessibility Conformance Report WCAG Edition

(Based on VPAT® Version 2.4)

Name of Product/Version: Essential Skills

Report Date:

June 6, 2025

Product Description:

Essential Skills web-based instructional programs are designed to build foundational literacy and numeracy skills for early learners. The software is delivered as a browser-based HTML5 application accessible on desktop and laptop computers. The software includes interactive lessons, practice activities, and assessments.

The programs feature audio narration, visual cues, and immediate feedback to support student engagement and learning. They are primarily designed for teacher-facilitated use in classroom and intervention settings, but can also be used independently by students.

Contact Information:

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Notes:

This report was prepared for Poudre School District

Evaluation Methods Used:

Essential Skills was evaluated using Chrome v. 137.0.7151.69 on a Windows 10 desktop computer.

Applicable Standards/Guidelines

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

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

Terms

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

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

WCAG 2.1 Report

Note: When reporting on conformance with the WCAG 2.1 Success Criteria, the criteria are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.1 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A) 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. • Controls, Input: If non-text content is a control or accepts user input, then it has a name that describes its purpose. (Refer to Success Criterion 4.1.2 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 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. • Decoration, 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.	Partially Supports	The product includes text alternatives for most interface images and icons, and decorative graphics are generally implemented to be ignored by assistive technologies. However, some time-based media does not have accompanying transcripts or descriptive text. Limited testing has been conducted to confirm that all controls have appropriate accessible names. Further review and remediation are needed to ensure consistent conformance across all content types.

Criteria	Conformance Level	Remarks and Explanations
1.2.1 Audio-only and Video-only (Prerecorded) (Level A) For prerecorded audio-only and prerecorded video-only media, the following are true, except when the audio or video is a media alternative for text and is clearly labeled as such: • 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.	Does Not Support	The product includes prerecorded audio content (instructional narration). Equivalent text alternatives or transcripts are not consistently provided for this content. No prerecorded video-only content is used in the product. Additional development is needed to provide text alternatives for all audio-only materials.
1.2.2 Captions (Prerecorded) (Level A) 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.	Not Applicable	The site does not contain prerecorded, synchronized media.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A) Captions are provided for all live audio content in synchronized media.	Not Applicable	The site does not contain prerecorded video content that would require audio description or a media alternative.
1.3.1 Info and Relationships (Level A) Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text.	Partially Supports	The product provides some semantic markup to convey structure and relationships (e.g., headings and lists). Certain interface elements and instructional content may rely on visual formatting without appropriate programmatic labels or associations. Additional evaluation and remediation are needed to ensure all information, structure, and relationships are consistently available to assistive technologies.
1.3.2 Meaningful Sequence (Level A) When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined.	Supports	Most instructional content is presented in a logical reading order. Some screens rely on visual layout techniques that may not ensure the correct sequence is programmatically determined. Further evaluation and remediation are necessary to confirm consistent reading order across all content areas.

Criteria	Conformance Level	Remarks and Explanations
1.3.3 Sensory Characteristics (Level A) Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, color, size, visual location, orientation, or sound. <i>Note:</i> For requirements related to color, refer to Guideline 1.4.	Partially Supports	Instructions generally do not rely solely on sensory characteristics such as shape or color. However, some interface elements and instructional materials may reference visual location or color without an accompanying text description. Further review is planned to ensure all instructions are perceivable without reliance on sensory characteristics alone.
1.4.1 Use of Color (Level A) Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. <i>Note:</i> This success criterion addresses color perception specifically. Other forms of perception are covered in Guideline 1.3 including programmatic access to color and other visual presentation coding.	Partially Supports	Color is used to convey meaning in certain parts of the interface (e.g., correct/incorrect feedback). In most cases, text labels or icons are also present, but some instances may not provide sufficient non-color cues. Additional evaluation and remediation are required to ensure information is not conveyed by color alone.
1.4.2 Audio Control (Level A) Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. <i>Note:</i> This success criterion addresses color perception specifically. Other forms of perception are covered in Guideline 1.3 including programmatic access to color and other visual presentation coding.	Does Not Support	The product includes prerecorded audio instructions without independent volume controls or mechanisms to stop, pause, or adjust the audio playback. Users must rely on system-level audio controls. Enhancements are needed to provide user-accessible audio control within the application interface.
2.1.1 Keyboard (Level A) 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. <i>Note 1:</i> This exception relates to the underlying function, not the input technique. For example, if using handwriting to enter text, the input technique (handwriting) requires path-dependent input but the underlying function (text input) does not. <i>Note 2:</i> This does not forbid and should not discourage providing mouse input or other input methods in addition to keyboard operation.	Partially Supports	Most functionality is operable via keyboard navigation. Certain interactive elements may not be fully accessible without a mouse, and consistent focus indicators have not been fully verified across all activities. Additional assessment and remediation are planned to ensure complete keyboard operability.

Criteria	Conformance Level	Remarks and Explanations
2.1.2 No Keyboard Trap (Level A) 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. <i>Note:</i> Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.	Partially Supports	The product uses standard HTML5 navigation. No custom keyboard controls are implemented. Comprehensive testing has not been conducted to verify that focus can always be moved away from all interactive elements using only the keyboard.
2.1.4 Character Key Shortcuts (Level A 2.1 only) 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: • Turn off: A mechanism is available to turn the shortcut off; • Remap: A mechanism is available to remap the shortcut to include one or more non-printable keyboard keys (e.g., Ctrl, Alt); • Active only on focus: The keyboard shortcut for a user interface component is only active when that component has focus.	Not Applicable	The product does not implement any character key shortcuts.

Criteria	Conformance Level	Remarks and Explanations
2.2.1 Timing Adjustable (Level A) For each time limit that is set by the content, at least one of the following is true: • 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.	Not Applicable	The product does not impose any time limits on user interactions.

Criteria	Conformance Level	Remarks and Explanations
2.2.2 Pause, Stop, Hide (Level A) For moving, blinking, scrolling, or auto-updating information, all of the following are true: • 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. <i>Note 1:</i> For requirements related to flickering or flashing content, refer to Guideline 2.3. <i>Note 2:</i> Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference. <i>Note 3:</i> Content that is updated periodically by software or that is streamed to the user agent is not required to preserve or present information that is generated or received between the initiation of the pause and resuming presentation, as this may not be technically possible, and in many situations could be misleading to do so. <i>Note 4:</i> An animation that occurs as part of a preload phase or similar situation can be considered essential if interaction cannot occur during that phase for all users and if not indicating progress could confuse users or cause them to think that content was frozen or broken.	Not Applicable	The site does not include elements that move, blink, scroll, or auto-update.

Criteria	Conformance Level	Remarks and Explanations
2.3.1 Three Flashes or Below Threshold (Level A) 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. <i>Note:</i> Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.	Not Applicable	The site does not contain flashing content.
2.4.1 Bypass Blocks (Level A) A mechanism is available to bypass blocks of content that are repeated on multiple Web pages.	Does Not Support	The product does not currently provide mechanisms (e.g., skip links or ARIA landmarks) to bypass repeated blocks of content. Enhancements are needed to meet this requirement.
2.4.2 Page Titled (Level A) Web pages have titles that describe topic or purpose.	Partially Supports	Most pages include a descriptive title element. A complete review is required to verify that all pages consistently provide accurate and unique titles.
2.4.3 Focus Order (Level A) 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.	Partially Supports	The product uses standard HTML navigation. However, comprehensive testing has not been conducted to confirm that focus order is logical and consistent across all screens and interactive elements.
2.4.4 Link Purpose (In Context) (Level A) 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 of the link would be ambiguous to users in general.	Partially Supports	Most links include descriptive text or sufficient contextual information to convey their purpose. A complete audit is needed to confirm that all links are clear and unambiguous in context.
2.5.1 Pointer Gestures (Level A 2.1 only) 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.	Not Applicable	The product does not implement multipoint or path-based gestures. All functionalities are accessible via simple taps or clicks.

Criteria	Conformance Level	Remarks and Explanations
2.5.2 Pointer Cancellation (Level A 2.1 only) For functionality that can be operated using a single pointer, at least one of the following is true: • 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.	Not Applicable	The product does not include functionality that relies on pointer down events without the possibility of cancellation.
2.5.3 Label in Name (Level A 2.1 only) For user interface components with labels that include text or images of text, the name contains the text that is presented visually.	Partially Supports	Most controls use standard HTML labeling. A full assessment has not been completed to verify that all visible labels are included in the accessible names announced by assistive technologies.
2.5.4 Motion Actuation (Level A 2.1 only) 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: • 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.	Not Applicable	The product does not implement motion actuation or device motion input.
3.1.1 Language of Page (Level A) The default human language of each Web page can be programmatically determined.	Supports	The default language of the site's webpage is identified using the lang attribute in the html element.
3.2.1 On Focus (Level A) When any user interface component receives focus, it does not initiate a change of context.	Partially Supports	No known instances of significant context changes occurring solely on focus. Further testing is required to verify that focus events do not trigger unexpected navigation or changes in all cases.
3.2.2 On Input (Level A) 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.	Partially Supports	Most form submissions and interface updates require explicit user action (e.g., clicking a button). A full evaluation has not been completed to confirm that changes of context do not occur automatically on input without prior notice in all areas of the product.

3.3.1 Error Identification (Level A) 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.	Supports	Input errors are identified in most cases, but complete testing has not been conducted to verify consistent messaging.
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Criteria	Conformance Level	Remarks and Explanations
3.3.2 Labels or Instructions (Level A) Labels or instructions are provided when content requires user input.	Supports	Most fields have labels or instructions. Additional assessment is needed to ensure clarity across all input areas.
4.1.1 Parsing (Level A) In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features. <i>Note:</i> Start and end tags that are missing a critical character in their formation, such as a closing angle bracket or a mismatched attribute value quotation mark are not complete.	Partially Supports	Standard HTML5 markup is used throughout the product. However, comprehensive validation for parsing errors (e.g., duplicate IDs, nesting issues) has not been completed.
4.1.2 Name, Role, Value (Level A) 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. <i>Note:</i> This success criterion is primarily for Web authors who develop or script their own user interface components. For example, standard HTML controls already meet this success criterion when used according to specification.	Partially Supports	Most interface components rely on standard HTML elements that expose name, role, and value to assistive technologies. However, additional evaluation is needed to confirm consistent implementation across all interactive elements.

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA) Captions are provided for all live audio content in synchronized media.	Not Applicable	The product does not include live audio or video content.
1.2.5 Audio Description (Prerecorded) (Level AA) Audio description is provided for all prerecorded video content in synchronized media.	Does Not Support	Prerecorded audio content does not include audio description of visual information. No prerecorded video content is used.
1.3.4 Orientation (Level AA 2.1 only) 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.	Supports	The product supports both portrait and landscape orientations.
1.3.5 Identify Input Purpose (Level AA 2.1 only) The purpose of each input field collecting information about the user can be programmatically determined when: - 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.	Does Not Support	Form fields do not currently use autocomplete attributes to identify input purpose for user agents.
1.4.3 Contrast (Minimum) (Level AA) The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following: 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 contrast requirement.	Partially Supports	Most text in the site meets minimum contrast requirements.

Criteria	Conformance Level	Remarks and Explanations
1.4.4 Resize text (Level AA) Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality.	Partially Supports	Text can be resized using browser controls.
1.4.5 Images of Text (Level AA) 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: • 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. <i>Note:</i> Logotypes (text that is part of a logo or brand name) are considered essential.	Partially Supports	Images of text are used in some areas. Text alternatives are provided for most instances. Additional review is needed to confirm no reliance on images of text for essential information.
1.4.10 Reflow (Level AA 2.1 only) Content can be presented without loss of information or functionality, and without requiring scrolling in two dimensions for: • Vertical scrolling content at a width equivalent to 320 CSS pixels; • Horizontal scrolling content at a height equivalent to 256 CSS pixels; Except for parts of the content which require two-dimensional layout for usage or meaning.	Does Not Support	The product has not been evaluated to confirm reflow support up to 320 CSS pixels without requiring scrolling in two dimensions.
1.4.11 Non-text Contrast (Level AA 2.1 only) The visual presentation of the following have a contrast ratio of at least 3:1 against adjacent color(s): • 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.	Partially Supports	Some icons and interface components meet non-text contrast requirements. A complete assessment is needed to verify compliance across all elements.

Criteria	Conformance Level	Remarks and Explanations
1.4.12 Text Spacing (Level AA 2.1 only) 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: • 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. 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.	Does Not Support	The product has not been evaluated for compatibility with user-modified text spacing.
1.4.13 Content on Hover or Focus (Level AA 2.1 only) Where receiving and then removing pointer hover or keyboard focus triggers additional content to become visible and then hidden, the following are true: • 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; • 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.	Supports	No known instances of hover-triggered content that disappears unexpectedly.
2.4.5 Multiple Ways (Level AA) 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.	Not Applicable	Users can navigate using menus and links. A complete assessment is needed to confirm multiple methods to locate content on all pages.

Criteria	Conformance Level	Remarks and Explanations
2.4.6 Headings and Labels (Level AA) Headings and labels describe topic or purpose.	Partially Supports	Most headings and labels are descriptive.
2.4.7 Focus Visible (Level AA) Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible.	Partially Supports	Default browser focus indicators are used.
3.1.2 Language of Parts (Level AA) 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 part of the vernacular of the immediately surrounding text.	Does Not Support	The product has not been evaluated to confirm correct language attributes for content in multiple languages.
3.2.3 Consistent Navigation (Level AA) 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.	Partially Supports	Navigation is generally consistent.
3.2.4 Consistent Identification (Level AA) Components that have the same functionality within a set of Web pages are identified consistently.	Supports	Components that have the same functionality are identified consistently.
3.3.3 Error Suggestion (Level AA) 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.	Supports	When an error is automatically detected in a data entry form, the displayed error message includes suggestions to help the user correct the issue.

Criteria	Conformance Level	Remarks and Explanations
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA) 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: • 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.	Not Applicable	The product does not handle legal, financial, or irreversible user transactions.
4.1.3 Status Messages (Level AA 2.1 only) 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.	Not Applicable	No status messages are used.