SECOND AMENDMENT TO CURRICULUM AND ASSESSMENT SERVICES AGREEMENT
BETWEEN TEACHERS'S CURRICULUM INSTITUTE LLC
AND POUDRE SCHOOL DISTRICT R-1

This Second Amendment ("Second Amendment") effective as of the June 17, 2025, is attached to and forms part of the Second Agreement between and Poudre School District R-1 (the "District") and Teacher's Curriculum Institute LLC (the "Contractor") executed June 14, 2023 and the First Amendment to the Agreement executed July 25, 2023 ("Agreement"), both of which are attached and made part of this Second Amendment. To the extent that any of the terms or conditions contained in this Second 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 Second Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the Second Amendment to the Agreement between the District and the Contractor. The purpose of this Second 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 July 31, 2025, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on August 1, 2025, through July 31, 2027.

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 Second 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 Quote Q39445-1, hereby attached to this Second Amendment and made part of this Agreement. The pricing in this quote will remain the same for districtwide orders.

   3.5. Replace Exhibit C with Contractor's Accessibility Conformance Report WCAG Edition, hereby attached to this Second Amendment and made part of this Agreement.

   3.6. Add section 2.9, with the following language which is underlined:

   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.

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/

If the Contractor is not compliant with what is stated and agreed upon in this section C 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.

Payment shall be made within 30 days of receipt of an invoice in accordance with the payment instructions received with the invoice.

Delinquent balances of 90 days or more will be sent to a third-party accounts receivable by the collection agency.

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.

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

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

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

3.8. Section 11, Insurance, is deleted hereby in its entirety.

3.9. Add Exhibit D with Poudre School District's Tech Services with PII insurance requirements, hereby attached to this Second Amendment and made part of this Agreement.

4. **Special Provisions.**

   4.1. **Terms and Conditions.** With the exception of items explicitly delineated in this Second 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, the First Amendment, and this Second 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.

   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.

TEACHER'S CURRICULUM
INSTITUTE LLC

POUDRE SCHOOL DISTRICT R-1

By: _Amanda Crooks_

By: _R David Montoya_
R David Montoya (Aug 4, 2025 09:58:33 MDT)

Name: Amanda Crooks
Title: Community Support Specialist

R. David Montoya
Chief Finance Officer

By: _Amanda Kreiger_
Amanda Kreiger (Aug 4, 2025 09:57:15 MDT)

Amanda Kreiger
Director, Curriculum & Instruction

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.*

   K-5 Social Studies Teacher and Student Licenses to access TCI's digital curriculum

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

Student	Teacher	Admin	Meta Data
First name	First name	First name	User interaction w/app
Last name	Last name	Last name	
Username	Email	Email	
Teacher Name			
Student-generatedcontent			

3. What is the purpose of collecting student data?

To create student accounts and for teachers to see student work

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.*

Amazon Web Services

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

To host TCI's platform in the cloud.

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

- Tiered pricing for future purchases

- Name and email for contract notices

Amanda Crooks, info@teachtci.com

- Name and title of person who will sign the contract

Amanda Crooks

- Does the system allow integration for rostering?

    ◉ Yes   ◯ No

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

TCI supports rostering with OneRoster API and Clever. The integration can be set up in the district's TCI account.

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

TCi™

Quote #: Q-39445-1
Date: 3/12/2025
Expires On: 5/11/2025
Prepared By: Dawn Skaggs
Email: dskaggs@teachtci.com
Phone:

Quote for:
Poudre School District R-1
Scott VanTatenhove
svantate@psdschools.org

Ship to:
Scott VanTatenhove
Poudre School District R-1
2407 LaPorte Ave
Fort Collins, CO 80521

Product Code	Product Name	Product Type	List Price	Customer Price	Quantity	Extended Price
EL-SS-TL-02	Elementary (K-5) Social Studies: Teacher License (2 Yrs)	Digital	$163.00	$163.00	200	$32,600.00
EL-SS-SL-02	Elementary (K-5) Social Studies: Student License (2 Yrs)	Digital	$31.00	$31.00	500	$15,500.00

TOTAL:	**$48,100.00**

Shipping (5%) $0.00

Grand Total	$48,100.00

Terms and Conditions

Business Terms
TCI's Business Terms apply to all orders. View details at https://www.teachtci.com/tci-business-terms

How to Order
Please include a copy of this quote with your purchase order to expedite your order and ensure you receive the pricing quoted above. Adjustments cannot be made after the order has been fulfilled. Place orders online at https://shop.teachtci.com or send using one of the following options:
- Email: info@teachtci.com
- Fax: 800-343-6828
- Address: 3790 El Camino Real #1224, Palo Alto CA 94306
- If paying by check, send payment to PO Box 6004, Whittier CA 90607

Download a copy of TCI's W-9 at https://www.teachtci.com/w9

License Contact
Set-up information for all licenses purchased will be sent to the contact email above unless otherwise noted.

Shipping
Shipping and handling fees do not apply to teacher and student license-only products.

Print Subscriptions

If your order includes multi-year subscriptions to print materials, you must receive delivery of the full annual quantity for the duration of your subscription. Any adjustments below the annual quantity cannot be used as a credit for future year shipments. Changes that exceed the original annual quantity must be accompanied by a new purchase order.

Student Journal Bundles

If your order contains fewer than 20 multi-year student journal bundles for any program, journals for the entire duration of the bundle will be shipped to you upfront.

Sales Tax

If applicable, sales tax will be assessed when your order is processed. Actual amount will be calculated and added to the invoice based on the delivery address.

Exhibit C

Voluntary Product Accessibility Template® (VPAT®)

Revised Section 508 Edition

Version 2.5

About This Document

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

This is the Revised Section 508 edition of the VPAT. It includes the following standards/guidelines:

- Web Content Accessibility Guidelines 2.0

- Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018

If you need a different combination of standards/guidelines, use the appropriate alternate edition of the VPAT found on the ITI Accessibility web page.

This document is broken into two main sections:

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

- The VPAT

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

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

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

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

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

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

Getting Started

1. Before creating a report, read all of the materials provided in this document.

2. Determine which accessibility standards/guidelines will be included in the Accessibility Conformance Report and use the appropriate VPAT file.

3. It is the vendor's responsibility to maintain the integrity of the data in the report.

Essential Requirements for Authors

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

1. The VPAT name and template are registered service marks of ITI. Use of the VPAT template and name requires the inclusion of the registered service mark (i.e., "VPAT®"). Users of the VPAT agree not to deviate from the Essential Requirements for Authors.

2. The template file can be used as is or replicated in a different delivery format, for example as HTML or PDF. The final conformance report must be accessible.

3. A report must contain the following content at a minimum:

   - **Report Title** – In the heading format of "[Company Name] Accessibility Conformance Report"

   - **VPAT Heading Information** – Template version

   - **Name of Product/Version** – Name of Product being reported, including product version identifier if necessary

- **Report Date** – Date of report publication. At a minimum, provide the month and year of the report publication. For example, "May 2016". If date is included, ensure it is clear "4 May 2016" or "May 4, 2016".

- **Product Description** – A brief description of the product

- **Contact Information** – Contact Information for follow-up questions. Listing an email is sufficient.

- **Notes** – Any details or further explanation about the product or the report. This section may be left blank.

- **Evaluation Methods Used** – Include a description of evaluation methods used to complete the VPAT for the product under test.

- **Applicable Standards/Guidelines** – A clear indication of which Standards/Guidelines this Conformance Report covers.
    - The list must include only the Standards/Guidelines used to evaluate the product.
    - The applicable Standards/Guidelines that are included in this VPAT edition are:
        - Web Content Accessibility Guidelines 2.0 or WCAG 2.0 (ISO/IEC 40500)
        - Revised Section 508 standards – the U.S. Federal accessibility standard for ICT Products, published by the U.S. Access Board in the Federal Register on January 18, 2017 and corrected on January 22, 2018
    - If other Standards/Guidelines are reported, then use the appropriate VPAT edition.
    - This information can be in a table format at the top of the report with the table heading 'Standards/Guidelines' and the reported Standards/Guidelines identified. This information can alternatively be supplied in the introductory text of the report. In the VPAT we have used a table as an example and listed "(yes / no)" for each standard/guideline. To indicate what the report covers leave the appropriate yes or no on each standard/guideline.
    - If multiple Standards or Guideline tables are included, each table must identify the Standard or Guideline that the criteria in that table represent.

- **Terms** – The report must list the definition of the terms used in the Conformance Level column. ITI recommends the following terms. If a vendor deviates from the ITI definitions, the vendor shall reference this change in the

heading Notes section. If a term is not used it can be removed from the list. The ITI definitions are: This can only be used in WCAG 2.x Level AAA

- **Supports**: The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.

- **Partially Supports**: Some functionality of the product does not meet the criterion.

- **Does Not Support**: The majority of product functionality does not meet the criterion.

- **Not Applicable**: The criterion is not relevant to the product.

Note: When filling in the WCAG tables, a response may use 'Supports' where one might otherwise be inclined to use 'Not Applicable'. This is in keeping with WCAG 2.0 Understanding Conformance: This means that if there is no content to which a success criterion applies, the success criterion is satisfied.

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

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

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

- These tables are used to answer:

  - Revised Section 508:
    - Chapter 5 Software
    - Chapter 6 Support Documentation

  - The selected levels of WCAG 2.0 Guidelines.

- If using a summary table, due to answers applying to multiple criteria, when answering for the Revised Section 508, the answers need to be clear about which individual criteria the answer applies to. It is possible to either use a summary, selecting the worst case for the criteria, or to have separate answers or even tables for software, support documentation, authoring tools, etc., so long as the methodology used is made clear.

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

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

1. The functions or features with issues

2. How they do not fully support

- If the criterion does not apply, explain why.

- If an accessible alternative is used, describe it.

6. In the Section 508 tables, when subsections of criteria do not apply to the product, the section may be summarized or removed as long as an explanation is provided explaining why a criterion does not apply. Another alternative is to leave the table and add a summary why the section does not apply. For example, in Chapter 5 the criteria in 502 and 503 will not apply to a web only application, thus those sections can be removed with a summary in the notes for the chapter, or a row in the table.

Best Practices for Authors

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

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

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

- **Notes:** Add any notes applicable to product or the report
    - Additional information about the product version that the document references
    - Any revisions to the document
    - Links to any related documents
    - Additional information describing the product
    - Additional information about what the document does or does not cover
    - Information suggested by the WCAG 2.0 Conformance Claim
    - Information needed to satisfy ISO/IEC 17050-1:2004, Supplier's Declaration of Conformity

- **Evaluation Methods Used –** Information to enter may include the following:
    - Testing is based on knowledge of general product functionality (Instructional note: this would mean the tester knows how to use the common uses and flows of the product in addition to accessibility)

- Similar to another evaluated product
- Testing with assistive technologies
- Published test method (provide name, publisher, URL link)
- Vendor proprietary test method
- Other test method

- **Remarks and Explanations:** This section may include:
  - Information regarding the testing of a given criteria.
  - Information on application dependencies to support accessibility (e.g. OS, app frameworks, browsers recommended).
  - How the customer can find more information about accessibility issues. One method can be to include the bug ID where customers can call the company's customer support to get additional information.
  - Known workarounds for accessibility issues.

- **Legal Disclaimer:** Area for any legal disclaimer text required by your organization.

- **Report Size:** To reduce the size of the report it is acceptable to remove sections. Individual criteria cannot be removed, only sections at a time. Section removal is acceptable in four situations:
  - When an entire section is not being reported on because it does not apply to the product, for example:
    - Chapter 4: Hardware. Information should be included in the notes for that section why it has been removed.
    - A card reader that doesn't have sound could remove the criteria in section 413 Closed Caption Processing Technologies and just note the why the criteria doesn't apply.
  - If the product is not being evaluated for a level of the criteria (for example Level AAA) then that table may be deleted.
  - If a requesting customer has identified that a section of the standard does not apply, information should be included in the notes that the section has been removed.

- **WCAG 2.0 Tables:** The WCAG 2.0 criteria are shown in three tables, Level A, Level AA, and Level AAA.
  - If desired, these tables can be combined into one table.
  - When reporting on a level (A, AA or AAA) all criteria for that level must be answered.

- **Language:** Translation to other languages is permitted.

- **Multiple Reports:** When using the VPAT to create an Accessibility Conformance Report for complex products it may be helpful to separate answers into multiple reports. For example, when a product is an Authoring Tool that also has web content and documentation. When multiple reports are used for a complex product, it is required to explain this and how to reach the other reports in the Notes section of each report.

- **Criteria Text:** To help conserve space in the ITI template only the criteria ID number and a short title have been included. Where possible, links have been included to the standard/guideline.

  - It is acceptable to add the full text of the criteria into the cell if desired to help with understanding.

  - The links to the standards/guidelines can be removed.

- **Ordering of Tables:** The order that the standard and guideline tables appear may be changed to facilitate reading. The current order is WCAG then Section 508. You can change this order to insert the WCAG criteria into the Section 508 tables.

- **Guideline Section Heading Rows in Tables:** The tables include heading rows to facilitate understanding the context of the criteria.

  - The cells in these rows do not require answers as indicated by "Heading cell – no response required."

  - It is optional to add a response if desired.

  - The shading of the row is also optional.

  - If removing the heading rows, edit the criteria titles so it's clear where they apply.

Posting the Final Document

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

- Check for each required item in the VPAT® document:

  - **[Company Name] Accessibility Conformance Report** (report title)

  - **(Based on VPAT® Version 2.5)**

  - **Name of Product/Version**

  - **Report Date**

- **Product Description**

- **Contact Information**

- **Notes**

- **Evaluation Methods Used**

- **Applicable Standards/Guidelines**

- **Terms**

- **Tables for Each Standard or Guideline**

  - Check that there is a response for each criterion for 'Conformance Level' and 'Remarks and Explanations.'

- Verify that the final document is accessible.
- Post your final document on your company's web site, or make the document available to customers upon request.

Table Information for VPAT® Readers

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

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

[Company] Accessibility Conformance Report

Revised Section 508 Edition

(Based on VPAT® Version 2.5)

Name of Product/Version: TCI Student and Teacher Licenses

Report Date: 04/22/24

Product Description: Online resources for Bring Science Alive!, Civics Alive!, Econ Alive!, Geography Alive!, Government Alive!, History Alive!, and Social Studies Alive!

Contact Information: Amanda Crooks, 800-497-6138, info@teachtci.com

Notes:

Evaluation Methods Used: Third party audit

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)

Standard/Guideline	Included In Report
	Level AAA (No)
Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018	(Yes)

Terms

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

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

WCAG 2.0 Report

Tables 1 and 2 also document conformance with Revised Section 508:

- Chapter 5 – 501.1 Scope, 504.2 Content Creation or Editing
- Chapter 6 – 602.3 Electronic Support Documentation

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

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
1.2.1 Audio-only and Video-only (Prerecorded) (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
1.2.2 Captions (Prerecorded) (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
1.3.1 Info and Relationships (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
• 602.3 (Support Docs)		
1.3.2 Meaningful Sequence (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
1.3.3 Sensory Characteristics (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
1.4.1 Use of Color (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
1.4.2 Audio Control (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
2.1.1 Keyboard (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
2.1.2 No Keyboard Trap (Level A)	Web: Supports	Web:

Criteria	Conformance Level	Remarks and Explanations
Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Electronic Docs: Software: Authoring Tool:	Electronic Docs: Software: Authoring Tool:
2.2.1 Timing Adjustable (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
2.2.2 Pause, Stop, Hide (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
2.3.1 Three Flashes or Below Threshold (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
2.4.1 Bypass Blocks (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
2.4.2 Page Titled (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
• 504.2 (Authoring Tool) • 602.3 (Support Docs)		
2.4.3 Focus Order (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
2.4.4 Link Purpose (In Context) (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
3.1.1 Language of Page (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
3.2.1 On Focus (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
3.2.2 On Input (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
3.3.1 Error Identification (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
3.3.2 Labels or Instructions (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
4.1.1 Parsing (Level A) Also applies to: WCAG 2.0 – Always answer 'Supports' Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	For WCAG 2.0 and the 508 standards, the September 2023 errata update indicates this criterion is always supported. See the WCAG 2.0 Editorial Errata.
4.1.2 Name, Role, Value (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Web: Supports	Web:

Criteria	Conformance Level	Remarks and Explanations
Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Electronic Docs: Software: Authoring Tool:	Electronic Docs: Software: Authoring Tool:
1.2.5 Audio Description (Prerecorded) (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
1.4.3 Contrast (Minimum) (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
1.4.4 Resize text (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
1.4.5 Images of Text (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
2.4.5 Multiple Ways (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software	Web: Supports Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
• 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs		
2.4.6 Headings and Labels (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
2.4.7 Focus Visible (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
3.1.2 Language of Parts (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
3.2.3 Consistent Navigation (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs	Web: Supports Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:
3.2.4 Consistent Identification (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs	Web: Supports Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
3.3.3 Error Suggestion (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Table 3: Success Criteria, Level AAA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.6 Sign Language (Prerecorded) (Level AAA) Revised Section 508 – Does not apply	Web: Not Evaluated	Web:
1.2.7 Extended Audio Description (Prerecorded) (Level AAA) Revised Section 508 – Does not apply	Web: Not Evaluated	Web:
1.2.8 Media Alternative (Prerecorded) (Level AAA) Revised Section 508 – Does not apply	Web: Not Evaluated	Web:
1.2.9 Audio-only (Live) (Level AAA) Revised Section 508 – Does not apply	Web: Not Evaluated	Web:
1.4.6 Contrast (Enhanced) (Level AAA) Revised Section 508 – Does not apply	Web: Not Evaluated	Web:
1.4.7 Low or No Background Audio (Level AAA) Revised Section 508 – Does not apply	Web: Not Evaluated	Web:
1.4.8 Visual Presentation (Level AAA) Revised Section 508 – Does not apply	Web: Not Evaluated	Web:

Criteria	Conformance Level	Remarks and Explanations
1.4.9 Images of Text (No Exception) (Level AAA) Revised Section 508 – Does not apply	Web: Not Evaluated	Web:
2.1.3 Keyboard (No Exception) (Level AAA) Revised Section 508 – Does not apply	Web: Not Evaluated	Web:
2.2.3 No Timing (Level AAA) Revised Section 508 – Does not apply	Web: Not Evaluated	Web:
2.2.4 Interruptions (Level AAA) Revised Section 508 – Does not apply	Web: Not Evaluated	Web:
2.2.5 Re-authenticating (Level AAA) Revised Section 508 – Does not apply	Web: Not Evaluated	Web:
2.3.2 Three Flashes (Level AAA) Revised Section 508 – Does not apply	Web: Not Evaluated	Web:
2.4.8 Location (Level AAA) Revised Section 508 – Does not apply	Web: Not Evaluated	Web:
2.4.9 Link Purpose (Link Only) (Level AAA) Revised Section 508 – Does not apply	Web: Not Evaluated	Web:
2.4.10 Section Headings (Level AAA) Revised Section 508 – Does not apply	Web: Not Evaluated	Web:
3.1.3 Unusual Words (Level AAA) Revised Section 508 – Does not apply	Web: Not Evaluated	Web:
3.1.4 Abbreviations (Level AAA) Revised Section 508 – Does not apply	Web: Not Evaluated	Web:
3.1.5 Reading Level (Level AAA) Revised Section 508 – Does not apply	Web: Not Evaluated	Web:
3.1.6 Pronunciation (Level AAA) Revised Section 508 – Does not apply	Web: Not Evaluated	Web:
3.2.5 Change on Request (Level AAA) Revised Section 508 – Does not apply	Web: Not Evaluated	Web:
3.3.5 Help (Level AAA) Revised Section 508 – Does not apply	Web: Not Evaluated	Web:
3.3.6 Error Prevention (All) (Level AAA) Revised Section 508 – Does not apply	Web: Not Evaluated	Web:

Revised Section 508 Report

Notes:

Chapter 3: Functional Performance Criteria (FPC)

Notes:

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision	Supports	
302.2 With Limited Vision	Supports	
302.3 Without Perception of Color	Supports	
302.4 Without Hearing	Supports	
302.5 With Limited Hearing	Supports	
302.6 Without Speech	Supports	
302.7 With Limited Manipulation	Supports	
302.8 With Limited Reach and Strength	Supports	
302.9 With Limited Language, Cognitive, and Learning Abilities	Supports	

Chapter 4: Hardware

Notes:

Criteria	Conformance Level	Remarks and Explanations
402 Closed Functionality	Heading cell – no response required	Heading cell – no response required
402.1 General	Heading cell – no response required	Heading cell – no response required
402.2 Speech-Output Enabled	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen	N/A	TCI doesn't provide hardware
402.2.2 Transactional Outputs	N/A	TCI doesn't provide hardware

Criteria	Conformance Level	Remarks and Explanations
402.2.3 Speech Delivery Type and Coordination	N/A	TCI doesn't provide hardware
402.2.4 User Control	N/A	TCI doesn't provide hardware
402.2.5 Braille Instructions	N/A	TCI doesn't provide hardware
402.3 Volume	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening	N/A	TCI doesn't provide hardware
402.3.2 Non-private Listening	N/A	TCI doesn't provide hardware
402.4 Characters on Display Screens	N/A	TCI doesn't provide hardware
402.5 Characters on Variable Message Signs	N/A	TCI doesn't provide hardware
403 Biometrics	Heading cell – no response required	Heading cell – no response required
403.1 General	N/A	TCI doesn't provide hardware
404 Preservation of Information Provided for Accessibility	Heading cell – no response required	Heading cell – no response required
404.1 General	N/A	TCI doesn't provide hardware
405 Privacy	Heading cell – no response required	Heading cell – no response required
405.1 General	N/A	TCI doesn't provide hardware
406 Standard Connections	Heading cell – no response required	Heading cell – no response required
406.1 General	N/A	TCI doesn't provide hardware
407 Operable Parts	Heading cell – no response required	Heading cell – no response required
407.2 Contrast	N/A	TCI doesn't provide hardware
407.3 Input Controls	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible	N/A	TCI doesn't provide hardware
407.3.2 Alphabetic Keys	N/A	TCI doesn't provide hardware
407.3.3 Numeric Keys	N/A	TCI doesn't provide hardware
407.4 Key Repeat	N/A	TCI doesn't provide hardware
407.5 Timed Response	N/A	TCI doesn't provide hardware
407.6 Operation	N/A	TCI doesn't provide hardware
407.7 Tickets, Fare Cards, and Keycards	N/A	TCI doesn't provide hardware
407.8 Reach Height and Depth	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane	N/A	TCI doesn't provide hardware
407.8.1.1 Vertical Plane for Side Reach	N/A	TCI doesn't provide hardware
407.8.1.2 Vertical Plane for Forward Reach	N/A	TCI doesn't provide hardware

Criteria	Conformance Level	Remarks and Explanations
407.8.2 Side Reach	N/A	TCI doesn't provide hardware
407.8.2.1 Unobstructed Side Reach	N/A	TCI doesn't provide hardware
407.8.2.2 Obstructed Side Reach	N/A	TCI doesn't provide hardware
407.8.3 Forward Reach	N/A	TCI doesn't provide hardware
407.8.3.1 Unobstructed Forward Reach	N/A	TCI doesn't provide hardware
407.8.3.2 Obstructed Forward Reach	N/A	TCI doesn't provide hardware
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach	N/A	TCI doesn't provide hardware
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach	N/A	TCI doesn't provide hardware
408 Display Screens	Heading cell – no response required	Heading cell – no response required
408.2 Visibility	N/A	TCI doesn't provide hardware
408.3 Flashing	N/A	TCI doesn't provide hardware
409 Status Indicators	Heading cell – no response required	Heading cell – no response required
409.1 General	N/A	TCI doesn't provide hardware
410 Color Coding	Heading cell – no response required	Heading cell – no response required
410.1 General	N/A	TCI doesn't provide hardware
411 Audible Signals	Heading cell – no response required	Heading cell – no response required
411.1 General	N/A	TCI doesn't provide hardware
412 ICT with Two-Way Voice Communication	Heading cell – no response required	Heading cell – no response required
412.2 Volume Gain	Heading cell – no response required	Heading cell – no response required
412.2.1 Volume Gain for Wireline Telephones	N/A	TCI doesn't provide hardware
412.2.2 Volume Gain for Non-Wireline ICT	N/A	TCI doesn't provide hardware
412.3 Interference Reduction and Magnetic Coupling	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets	N/A	TCI doesn't provide hardware
412.3.2 Wireline Handsets	N/A	TCI doesn't provide hardware
412.4 Digital Encoding of Speech	N/A	TCI doesn't provide hardware
412.5 Real-Time Text Functionality	N/A	TCI doesn't provide hardware
412.6 Caller ID	N/A	TCI doesn't provide hardware
412.7 Video Communication	N/A	TCI doesn't provide hardware
412.8 Legacy TTY Support	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectability	N/A	TCI doesn't provide hardware

Criteria	Conformance Level	Remarks and Explanations
412.8.2 Voice and Hearing Carry Over	N/A	TCI doesn't provide hardware
412.8.3 Signal Compatibility	N/A	TCI doesn't provide hardware
412.8.4 Voice Mail and Other Messaging Systems	N/A	TCI doesn't provide hardware
413 Closed Caption Processing Technologies	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions	N/A	TCI doesn't provide hardware
413.1.2 Pass-Through of Closed Caption Data	N/A	TCI doesn't provide hardware
414 Audio Description Processing Technologies	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners	N/A	TCI doesn't provide hardware
414.1.2 Other ICT	N/A	TCI doesn't provide hardware
415 User Controls for Captions and Audio Descriptions	Heading cell – no response required	Heading cell – no response required
415.1.1 Caption Controls	N/A	TCI doesn't provide hardware
415.1.2 Audio Description Controls	N/A	TCI doesn't provide hardware

Chapter 5: Software

Notes:

Criteria	Conformance Level	Remarks and Explanations
501.1 Scope – Incorporation of WCAG 2.0 AA	See WCAG 2.x section	See information in WCAG 2.x section
502 Interoperability with Assistive Technology	Heading cell – no response required	Heading cell – no response required
502.2.1 User Control of Accessibility Features	Supports	
502.2.2 No Disruption of Accessibility Features	Supports	
502.3 Accessibility Services	Heading cell – no response required	Heading cell – no response required
502.3.1 Object Information	Supports	
502.3.2 Modification of Object Information	Supports	
502.3.3 Row, Column, and Headers	Supports	
502.3.4 Values	Supports	
502.3.5 Modification of Values	Supports	
502.3.6 Label Relationships	Supports	
502.3.7 Hierarchical Relationships	Supports	
502.3.8 Text	Supports	

Criteria	Conformance Level	Remarks and Explanations
502.3.9 Modification of Text	Supports	
502.3.10 List of Actions	Supports	
502.3.11 Actions on Objects	Supports	
502.3.12 Focus Cursor	Supports	
502.3.13 Modification of Focus Cursor	Supports	
502.3.14 Event Notification	Supports	
502.4 Platform Accessibility Features	Supports	
503 Applications	Heading cell – no response required	Heading cell – no response required
503.2 User Preferences	Supports	
503.3 Alternative User Interfaces	Supports	
503.4 User Controls for Captions and Audio Description	Heading cell – no response required	Heading cell – no response required
503.4.1 Caption Controls	Supports	
503.4.2 Audio Description Controls	Supports	
504 Authoring Tools	Heading cell – no response required	Heading cell – no response required
504.2 Content Creation or Editing (if not authoring tool, enter "not applicable")	See WCAG 2.x section	See information in WCAG 2.x section
504.2.1 Preservation of Information Provided for Accessibility in Format Conversion	N/A	
504.2.2 PDF Export	N/A	
504.3 Prompts	N/A	
504.4 Templates	N/A	

Chapter 6: Support Documentation and Services

Notes:

Criteria	Conformance Level	Remarks and Explanations
601.1 Scope	Heading cell – no response required	Heading cell – no response required
602 Support Documentation	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features	Not evaluated	
602.3 Electronic Support Documentation	See WCAG 2.x section	See information in WCAG 2.x section

Criteria	Conformance Level	Remarks and Explanations
602.4 Alternate Formats for Non-Electronic Support Documentation	N/A	
603 Support Services	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features	Not evaluated	
603.3 Accommodation of Communication Needs	Not evaluated	

Legal Disclaimer (Company)

Include your company legal disclaimer here, if needed.

Exhibit D

Poudre School District Tech Services with PII

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.

**FIRST AMENDMENT TO CURRICULUM
AND ASSASSMENT SERVICES AGREEMENT
BETWEEN TEACHER'S CURRICULUM INSTITUTE LLC
AND POUDRE SCHOOL DISTRICT R-1**

This First Amendment ("Amendment") is entered into this Amendment on the 25th day of July 2023, is attached to and forms part of the Curriculum and Assessment Services Agreement between Poudre School District R-1 (the "District") and Teacher's Curriculum Institute LLC (the "Contractor") executed June 14, 2023 ("Agreement"), hereby attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Agreement by adding the following language:

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

2. **Term of Agreement.**

   2.1. At the conclusion of the term dated July 31, 2023, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on August 1, 2023, through July 31, 2025.

3. **Special Provisions.**

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

4. **General Provisions.**

   4.1. **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.

   4.2. **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.

   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.

TEACHER'S CURRICULUM   POUDRE SCHOOL DISTRICT R-1
INSTITUTE LLC

Amanda Crooks
Amanda Crooks (Jul 31, 2023 08:27 PDT)   *R David Montoya*
By:_____   By:_____

Amanda Crooks   R. David Montoya
Customer Success Content Specialist   Chief Finance Officer

                                        By:_____

                                        John Passantino
                                        Director of Curriculum

CURRICULUM AND ASSESSMENT SERVICES AGREEMENT
BETWEEN TEACHERS' CURRICULUM INSTITUTE LLC
AND POUDRE SCHOOL DISTRICT R-1

This Curriculum and Assessment Services Agreement ("Agreement") is entered into this 14th day of June 2023, by and between Poudre School District R-1 (the "District") and Teachers' Curriculum Institute 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 the date first set forth above and continue through and including July 31, 2023. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, upon a written mutually agreed upon amendment for each one-year term.

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

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

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

2. **Deliverables and Purchase Price.**

The Contractor shall make its Social Studies and Science curriculum for use in the District, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the "Services").

    2.1. The total cost for all Services under this contract as set forth on the attached Exhibit B, shall not exceed Forty-Eight Thousand, One Hundred Dollars and Zero Cents ($48,100.00), due and payable thirty (30) days from receipt of Contractor's invoice.

1

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

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

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

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

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

2.3.4. 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 10 of this agreement.

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

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

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

2.4.2. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Payment for Services not approved by the District in writing, shall not be

considered valid and the District will not be responsible for covering associated costs. Invoices will generally be paid within thirty (30) days following the District representative's approval.

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

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

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

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

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

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

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

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

3

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 3.4 below.

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

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

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

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

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

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

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

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

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

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

6.2.   Contractor may to the extent necessary to perform its obligations under the Contract disclose confidential student records and information to subcontractors as identified in Exhibit A ("Subcontractors") pursuant to written subcontracts specifying the purpose of the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Poudre School District R-1   Teachers' Curriculum Institute LLC
Attn: Tracy Stibitz   Attn: Amanda Crooks
2407 LaPorte Avenue   1049 El Monte Avenue Suite C #607
Fort Collins, CO 80521   Mountain View, CA 94040
E-mail: tstibitz@psdschools.org   Email: info@teachtci.com

11.   **Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. The District's receipt of a Certificate of Insurance from the Contractor with limits and or coverages that do not meet the requirements does not waive the requirements and the Contractor shall still be responsible for the limits and

coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Contractor shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be addressed to:

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

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

Commercial General Liability

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

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

Minimum Limits

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

The insurance shall provide coverage for:

a. Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.

b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Contractor's services including denial of service, unless caused by a mechanical or electrical failure.

c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

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

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

14.   **General Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TEACHERS' CURRICULUM INSTITUTE LLC

POUDRE SCHOOL DISTRICT R-1

By: *R David Montoya*
R David Montoya (Jun 22, 2023 07:24 MDT)

R. David Montoya
Chief Finance Officer

By: *Amanda Crooks*

Amanda Crooks
Customer Success Content Specialist

By: *John Passantino*
John Passantino (Jun 22, 2023 08:32 EDT)

John Passantino
Director of Curriculum

Exhibit A

Product Description

TCI provides K-12 Social Studies and K-8 Science print and digital curriculum. Our product line includes: Social Studies Alive!, History Alive!, Civics Alive!, Geography Alive!, Econ Alive!, Government Alive!, and Bring Science Alive! TCI's digital curriculum is accessed through Teacher and Student Licenses.

Teacher Licenses include access to the following:

- All programs within the grade band (K-5, 6-8, 9-12) and subject area of the license
- Lesson slideshows
- Tips and tools for differentiating instruction and enhancing learning
- Pre-built, customizable assessments
- A flexible grading system
- ELA, Citizenship, and Current Events Toolkits and more

Student Licenses include access to the following:

- All programs within the grade band (K-5, 6-8, 9-12) and subject area of the license
- Student text with leveled reading, annotation tools, text-to-speech, and main idea highlighting
- Hands-on activity slides
- Lesson and Vocabulary Games
- Vocabulary Cards, Biographies, and more

Student Data Collected	Purpose of Data Collection
IP Addresses of users, Use of cookies, etc.	User research to improved the experience and provide technical support
Meta data on user interaction with application	User research to improved the experience and provide technical support
TCI assessment data	Used for teacher data collection
Student app username	Required to create a student account
Student app password	Required to create a student account
Student First and Last Name	Required to create a student account
Student-generated content	Used for teacher data collection

Third-party Vendors

TCI engages third-party vendors to provide various services relating to TCI's Websites, including hosting and data storage, analytics, and development services. To protect user privacy, we require our vendors to maintain the confidentiality of any information and do not authorize our vendors to retain, disclose, or share any information. TCI uses the following third party services:

- Amazon Web Services ("AWS"): TCI uses AWS for hosting and data storage.
- Google Analytics ("GA"): TCI uses GA for understanding technical trends including browsers and page usage. GA has access to non-personal information and persistent identifiers as described above.
- ProdPerfect: TCI uses ProdPerfect to automate testing based on user behavior. ProdPerfect has access to non-personal information and persistent identifiers as described above.
- Domo: TCI uses Domo for analytics and data storage.
- Campaign Monitor ("CM"): TCI uses CM to send emails to users, including order confirmations, welcome emails, product update emails, and emails regarding timely content. TCI never sends automated emails to students, and student account information is never stored in CM.
- GetFeedback: TCI uses GetFeedback to collect feedback from teachers.
- Salesforce: TCI uses Salesforce products to facilitate responding to customer questions and to track user activity on our corporate website.

Name and email for contract notices: Amanda Crooks, info@teachtci.com

Name and title of the person who will sign the contract: Amanda Crooks, info@teachtci.com

Name and email contact for IT staff to answer data questions and rostering: Morris Thai, info@teachtci.com

If your system allows integration for rostering? If so, how is that completed?

TCI supports auto-rostering via Clever, OneRoster API, or automated CSV uploads to an SFTP. District TCI account Admins can set up the integration in their TCI account. For more information, see
https://help.teachtci.com/s/article/Getting-Started-with-Auto-rostering

TCI Student Data

Data Collected	General Purpose of Data Collection
Username	Required to support product functionality.
First Name	Required to support product functionality.
Last Name	Required to support product functionality.
Password (Encrypted)	Required to support product functionality.
Sign In Count	Used for teacher and administrator data collection
Last Sign In Date	Used for teacher and administrator data collection
Previous Sign In Date	Used for teacher and administrator data collection
Last Sign In IP Address	Used to provide technical support.
Previous Sign In IP Address	Used to provide technical support.
School Year Sign In Count	Used for teacher and administrator data collection
Roster Method	Used to support provisioning and access.
Roster Unique ID	Used to support provisioning and access.
Question Answers	Required to support product functionality.
Question Scores	Required to support product functionality.
Assignment Scores	Required to support product functionality.

TCI Third Party Vendors

Vendor	URL	Description
Amazon Web Services	aws.amazon.com	Web hosting; data storage
Google Analytics	analytics.google.com	Technical trends
ProdPerfect	prodperfect.com	Automated regression testing
Domo	domo.com	Analytics; data storage
Campaign Monitor	campaignmonitor.com	Send and track customer emails
GetFeedback	getfeedback.com	Collect feedback from teachers
Salesforce	salesforce.com	CRM

Clever	clever.com	Student rostering
OneRoster	oneroster.com	Student rostering
Google Classroom	edu.google.com	Assignment and grade syncing
Schoology	schoology.com	Assignment and grade syncing
Canvas	canvas.instructure.com	Assignment and grade syncing

Exhibit B

TCi™

Quote for:
Poudre School District R-1
Scott VanTatenhove
svantate@psdschools.org

Ship to:
Poudre School District R-1
2407 LaPorte Ave
Fort Collins, CO 80521

Product Code	Product Name	Product Type	List Price	Customer Price	Quantity	Extended Price
EL-SS-SL-02	Elementary (K-5) Social Studies: Student License (2 Yrs)	Digital	$31.00	$31.00	500	$15,500.00
EL-SS-TL-02	Elementary (K-5) Social Studies: Teacher License (2 Yrs)	Digital	$163.00	$163.00	200	$32,600.00
					TOTAL:	$48,100.00

Shipping (5%)	$0.00
Service Fee (%)	$0.00
Grand Total	**$48,100.00**

Terms and Conditions

Business Terms
TCI's Business Terms apply to all orders. View details at https://www.teachtci.com/tci-business-terms

How to Order
To expedite your order and ensure you receive the pricing quoted above, please include a copy of this quote with your purchase order. Adjustments cannot be made after the order has been fulfilled. Place orders online at https://shop.teachtci.com or send using one of the following options:
- Email: info@teachtci.com
- Fax: 800-343-6828
- Address: 1049 El Monte Ave Ste C #607, Mountain View CA 94040

To download a copy of TCI's W-9 go to
https://www.teachtci.com/w9.

License Contact
Set up information for all licenses purchased will be sent to the contact email above unless otherwise noted.

Shipping
Shipping and handling fees do not apply to teacher and student license-only products.

Print Subscriptions
If your order includes multi-year subscriptions to print materials, you must receive delivery of the full annual quantity for the duration of your subscription. Any adjustments below the annual quantity cannot be used as a credit for future year shipments. Changes that exceed the original annual quantity must be accompanied by a new purchase order.

Student Journal Bundles
If your order contains fewer than 20 multi-year student journal bundles for any program, journals for the entire duration of the bundle will be shipped to you upfront.

Sales Tax

If applicable, sales tax will be assessed when your order is processed. Actual amount will be calculated and added to the invoice based on the delivery address.

Exhibit C

DJG/DJGA - VENDOR RELATIONS, SALES CALLS AND DEMONSTRATIONS

VENDOR QUALIFICATIONS

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

CONFLICT OF INTEREST

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

SALES CALLS

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

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

VIOLATIONS

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

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

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

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

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

First Amendment- TCI 2023-25 Final

Final Audit Report   2023-07-31

Created:	2023-07-25
By:	Ginny Gordon (vgordon@psdschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUIli2MmztRJURmcZ-18TmI0AQOsolaIl

"First Amendment- TCI 2023-25 Final" History

Document created by Ginny Gordon (vgordon@psdschools.org)
2023-07-25 - 7:23:48 PM GMT

Document emailed to info@teachtci.com for signature
2023-07-25 - 7:26:41 PM GMT

Email viewed by info@teachtci.com
2023-07-25 - 7:26:45 PM GMT

Document signing delegated to Ellen Hardy (ehardy@teachtci.com) by info@teachtci.com
2023-07-27 - 3:51:41 PM GMT

Document emailed to Ellen Hardy (ehardy@teachtci.com) for signature
2023-07-27 - 3:51:42 PM GMT

Email viewed by Ellen Hardy (ehardy@teachtci.com)
2023-07-27 - 3:51:51 PM GMT

Signer info@teachtci.com entered name at signing as Amanda Crooks
2023-07-31 - 3:27:32 PM GMT

Document e-signed by Amanda Crooks (info@teachtci.com)
Signature Date: 2023-07-31 - 3:27:34 PM GMT - Time Source: server

Document emailed to John Passantino (jpassant@psdschools.org) for signature
2023-07-31 - 3:27:37 PM GMT

Email viewed by John Passantino (jpassant@psdschools.org)
2023-07-31 - 3:34:19 PM GMT

Document e-signed by John Passantino (jpassant@psdschools.org)
Signature Date: 2023-07-31 - 3:49:45 PM GMT - Time Source: server

Document emailed to David Montoya (davem@psdschools.org) for signature

2023-07-31 - 3:49:47 PM GMT

Email viewed by David Montoya (davem@psdschools.org)

2023-07-31 - 4:22:36 PM GMT

Document e-signed by David Montoya (davem@psdschools.org)

Signature Date: 2023-07-31 - 4:22:51 PM GMT - Time Source: server

Agreement completed.

2023-07-31 - 4:22:51 PM GMT