

**SECOND AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN TBP PRODUCTIONS, LLP DBA SNO SITES
AND POUFRE SCHOOL DISTRICT R-1**

This Second Amendment (“Amendment”) effective as of the May 10, 2024, is attached to and forms part of the Software Services Agreement between and Poudre School District R-1 (the “District”) and TBP Productions, LLP dba SNO Sites (the “Contractor”) executed October 14, 2022 and the First Amendment to the Agreement executed September 26, 2023 (“Agreement”), both of which are 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 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 August 31, 2024, as outlined in Section 2.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2024 through August 31, 2025.
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 hereby attached to this Second Amendment and made a part of this Agreement.
 - 3.3. Exhibit B is deleted hereby in its entirety.
 - 3.4. Replace Exhibit B with Contractor’s SNO Sites Quotes 2445, 2444, 2443 and 2446 hereby attached to this Second Amendment and made a part of this Agreement.
 - 3.5. Exhibit C is deleted hereby in its entirety.
 - 3.6. Replace Exhibit C with Contractor’s VPAT Revised Section 508 Edition, Version 2.4 hereby attached to this Second Amendment and made a 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 Amendment as of the Effective Date.

TBP PRODUCTIONS, LLP DBA
SNO SITES

POUDRE SCHOOL DISTRICT R-1

By: Tom Hutchinson

Tom Hutchinson
Partner

By: Richard D Montoya

R. David Montoya
Chief Finance Officer

By: Julie Chaplain

Dr. Julie Chaplain, PhD
Assistant Superintendent

Exhibit A



STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

Colorado’s Student Data Transparency and Security Act [*C.R.S. Section 22-16-101 et seq.*] requires Poudre School District (PSD) to set forth certain contractual requirements before agreeing to the use of products that share student data. Due to the specificity of this language, PSD has opted to use its own contract to ensure compliance and alignment with the law and U.S. Department of Education recommendations regarding National Institutes of Standards and Technology Guidelines for Media Sanitization.

The law defines Student Identifiable Data as all items which are collected, maintained, generated, or inferred through use of the service, which includes metadata. This means any data element in the software’s data table that can be connected to a student must be transparently identified along with how the data will be used. Because this may be different from what the company has reported under the Family Educational Rights and Privacy Act (FERPA), the District recommends pulling the data table to include all data elements.

Please provide the following information to facilitate the contracting process:

1. Detailed, formal description of product and scope of work to be completed.
 - *Descriptions should not include wording such as “most used” or “used by X number of schools.”*
 - *Service descriptions should be detailed and free of sales language so it’s clear what’s being purchased.*

SNO Sites provides WordPress website development, website managed hosting, domain management, and technical support and training to student journalism programs.

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 first name, last name, and email address used only for password recovery. Student-generated content (stories, images, videos, etc) intended to be published and consumed by the general public online.

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

3. What is the purpose of collecting student data?

Password recovery only.

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.*

Liquid Web, where we lease our dedicated servers.

Amazon AWS, where we store backups.

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

Website hosting.

6. Please provide:

- Current quote (if available)

N/A

- Tiered pricing for future purchases

We charge K-12 programs \$500 a year for website hosting, domain management, and unlimited support. Add-on features and services can be found here: <https://snosites.com/pricing/>.

- Name and email for contract notices

Tom Hutchinson | billing@snosites.com

- Name and title of person who will sign the contract

Tom Hutchinson, Partner

- Does the system allow integration for rostering?

Yes No

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

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

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

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

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

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

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

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

Exhibit B

SNO Sites
PO Box 2277
Burnsville, MN 55337



ADDRESS

Etched in Stone
Fossil Ridge High School - CO
5400 Ziegler Rd
Fort Collins, CO 80528

Quote 2445

DATE 05/11/2024

EXPIRATION DATE 08/31/2024

SERVICE	QTY	AMOUNT
Annual Account Renewal - 2024 Annual fee for website hosting, domain management, and unlimited technical support for student journalism programs.	1	500.00

Thank you.

TOTAL \$500.00

Accepted By

Accepted Date

SNO Sites
PO Box 2277
Burnsville, MN 55337



ADDRESS

Timnath Middle-High School
4700 E Prospect Rd
Fort Collins, CO 80525

Quote 2444

DATE 05/11/2024

EXPIRATION DATE 08/31/2024

SERVICE	QTY	AMOUNT
Annual Account Renewal - 2024 Annual fee for website hosting, domain management, and unlimited technical support for student journalism programs.	1	500.00

Thank you.

TOTAL \$500.00

Accepted By

Accepted Date

SNO Sites
PO Box 2277
Burnsville, MN 55337



ADDRESS

The Highlighter
Rocky Mountain High School -
CO
1300 W. Swallow Rd.
Fort Collins, CO 80526

Quote 2443

DATE 05/11/2024

EXPIRATION DATE 08/31/2024

SERVICE	QTY	AMOUNT
Annual Account Renewal - 2024 Annual fee for website hosting, domain management, and unlimited technical support for student journalism programs.	1	500.00
Student News Source App One year subscription to the Student News Source mobile app add-on.	1	250.00

Thank you.

TOTAL **\$750.00**

Accepted By

Accepted Date

SNO Sites
PO Box 2277
Burnsville, MN 55337



ADDRESS

Spilled Ink
Fort Collins High School
3400 Lambkin Way
Fort Collins, Colorado 80525
United States

Quote 2446

DATE 05/11/2024

EXPIRATION DATE 08/31/2024

SERVICE	QTY	AMOUNT
Annual Account Renewal - 2024 Annual fee for website hosting, domain management, and unlimited technical support for student journalism programs.	1	500.00

Thank you.

TOTAL \$500.00

Accepted By

Accepted Date

Exhibit C

Voluntary Product Accessibility Template® (VPAT®)

Revised Section 508 Edition

Version 2.4

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About This Document

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

This is the 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 then 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 2.x Level AAA.
- **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 general product knowledge
- Similar to another evaluated product
- Testing with assistive technologies
- Published test method (provide name, publisher, URL link)
- Vendor proprietary test method
- Other test method
- **Remarks and Explanations:** This section may include:
 - Information regarding the testing of a given criteria.
 - Information on application dependencies to support accessibility (e.g. OS, app frameworks, browsers recommended).
 - How the customer can find more information about accessibility issues. One method can be to include the bug ID where customers can call the company's customer support to get additional information.
 - Known workarounds for accessibility issues.
- **Legal Disclaimer:** Area for any legal disclaimer text required by your organization.
- **Report Size:** To reduce the size of the report it is acceptable to remove sections. Individual criteria cannot be removed, only sections at a time. Section removal is acceptable in four situations:
 - When an entire section is not being reported on because it does not apply to the product, for example:
 - Chapter 4: Hardware. Information should be included in the notes for that section why it has been removed.
 - A card reader that 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 2.4)**

- **Name of Product/Version**
- **Report Date**
- **Product Description**
- **Contact Information**
- **Notes**
- **Evaluation Methods Used**
- **Applicable Standards/Guidelines**
- **Terms**
- **Tables for Each Standard or Guideline**
 - Check that there is a response for each criterion for ‘Conformance Level’ and ‘Remarks and Explanations.’
- Verify that the final document is accessible.
- Post your final document on your company’s web site, or make the document available to customers upon request.

Table Information for VPAT® Readers

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

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

[Company] Accessibility Conformance Report

Revised Section 508 Edition

(Based on VPAT® Version 2.4)

Name of Product/Version: SNO Sites FLEX WordPress Theme

Report Date: 10/28/2021

Product Description: WordPress Theme for Journalism Programs

Contact Information: Jason Wallestad (jason@snosites.com)

Notes: None

Evaluation Methods Used: Manual Testing and Inspection

Applicable Standards/Guidelines

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

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

Terms

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

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

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
<p><u>1.1.1 Non-text Content</u> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: Supports Software: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><u>1.2.1 Audio-only and Video-only (Prerecorded)</u> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: Supports Software: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><u>1.2.2 Captions (Prerecorded)</u> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: Supports Software: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><u>1.2.3 Audio Description or Media Alternative (Prerecorded)</u> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: Supports Software: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><u>1.3.1 Info and Relationships</u> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: Supports Software: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>

<p><u>1.3.2 Meaningful Sequence</u> (Level A)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: Supports Software: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><u>1.3.3 Sensorv Characteristics</u> (Level A)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: Supports Software: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><u>1.4.1 Use of Color</u> (Level A)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: Supports Software: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><u>1.4.2 Audio Control</u> (Level A)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: Supports Software: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><u>2.1.1 Keyboard</u> (Level A)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: v Software: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><u>2.1.2 No Keyboard Trap</u> (Level A)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) 	<p>Web: Supports Electronic Docs: Supports Software: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>

<ul style="list-style-type: none"> ● 602.3 (Support Docs) 			
<p><u>2.2.1 Timing Adjustable</u> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: Supports Software: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>	
<p><u>2.2.2 Pause, Stop, Hide</u> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: Supports Software: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>	
<p><u>2.3.1 Three Flashes or Below Threshold</u> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: Supports Software: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>	
<p><u>2.4.1 Bypass Blocks</u> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> ● 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 	<p>Web: Supports Electronic Docs: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Authoring Tool:</p>	
<p><u>2.4.2 Page Titled</u> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: Supports Software: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>	
<p><u>2.4.3 Focus Order</u> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) 	<p>Web: Supports Electronic Docs: Supports Software: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>	

<ul style="list-style-type: none"> ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 		
<p><u>2.4.4 Link Purpose (In Context)</u> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: Supports Software: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><u>3.1.1 Language of Page</u> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: Supports Software: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><u>3.2.1 On Focus</u> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: Supports Software: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><u>3.2.2 On Input</u> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: Supports Software: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><u>3.3.1 Error Identification</u> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: Supports Software: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><u>3.3.2 Labels or Instructions</u> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p>	<p>Web: Supports Electronic Docs: Supports Software: Supports</p>	<p>Web: Electronic Docs: Software:</p>

<ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Authoring Tool:	Authoring Tool:
<p><u>4.1.1 Parsing</u> (Level A)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Supports Electronic Docs: Supports Software: Supports Authoring Tool: Supports	Web: Electronic Docs: Software: Authoring Tool:
<p><u>4.1.2 Name, Role, Value</u> (Level A)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Supports Electronic Docs: Supports Software: Supports Authoring Tool: Supports	Web: Electronic Docs: Software: Authoring Tool:

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p><u>1.2.4 Captions (Live)</u> (Level AA)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Not Applicable Electronic Docs: Not Applicable Software: Not Applicable Authoring Tool: Not Applicable	Web: Electronic Docs: Software: Authoring Tool:
<p><u>1.2.5 Audio Description (Prerecorded)</u> (Level AA)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Not Applicable Electronic Docs: Not Applicable Software: Not Applicable Authoring Tool: Not Applicable	Web: Electronic Docs: Software: Authoring Tool:
<p><u>1.4.3 Contrast (Minimum)</u> (Level AA)</p>	Web:	Web:

<p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Electronic Docs: Software: Authoring Tool:</p>	<p>Electronic Docs: Software: Authoring Tool:</p>
<p><u>1.4.4 Resize text</u> (Level AA) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: Supports Software: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><u>1.4.5 Images of Text</u> (Level AA) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: Supports Software: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><u>2.4.5 Multiple Ways</u> (Level AA) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> ● 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 	<p>Web: Supports Electronic Docs: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Authoring Tool:</p>
<p><u>2.4.6 Headings and Labels</u> (Level AA) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: Supports Software: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><u>2.4.7 Focus Visible</u> (Level AA) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) 	<p>Web: Supports Electronic Docs: Supports Software: Supports Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>

<ul style="list-style-type: none"> ● 602.3 (Support Docs) 			
<p><u>3.1.2 Language of Parts</u> (Level AA)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports</p> <p>Electronic Docs: Supports</p> <p>Software: Supports</p> <p>Authoring Tool: Supports</p>	<p>Web: Supports</p> <p>Electronic Docs: Supports</p> <p>Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><u>3.2.3 Consistent Navigation</u> (Level AA)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> ● 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 		<p>Web: Supports</p> <p>Electronic Docs: Supports</p> <p>Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Authoring Tool:</p>
<p><u>3.2.4 Consistent Identification</u> (Level AA)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> ● 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 		<p>Web: Supports</p> <p>Electronic Docs: Supports</p> <p>Authoring Tool: Supports</p>	<p>Web: Electronic Docs: Authoring Tool:</p>
<p><u>3.3.3 Error Suggestion</u> (Level AA)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports</p> <p>Electronic Docs: Supports</p> <p>Software: Supports</p> <p>Authoring Tool: Supports</p>		<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><u>3.3.4 Error Prevention (Legal, Financial, Data)</u> (Level AA)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Not Applicable</p> <p>Electronic Docs: Not Applicable</p> <p>Software: Not Applicable</p> <p>Authoring Tool: Not Applicable</p>		<p>Web: Electronic Docs: Software: Authoring Tool:</p>

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 Applicable	Web:
1.2.7 Extended Audio Description (Prerecorded) (Level AAA) Revised Section 508 – Does not apply		Web: Not Applicable	Web:
1.2.8 Media Alternative (Prerecorded) (Level AAA) Revised Section 508 – Does not apply		Web: Supported	Web:
1.2.9 Audio-only (Live) (Level AAA) Revised Section 508 – Does not apply		Web: Not Applicable	Web:
1.4.6 Contrast (Enhanced) (Level AAA) Revised Section 508 – Does not apply		Web: Supported	Web:
1.4.7 Low or No Background Audio (Level AAA) Revised Section 508 – Does not apply		Web: Supported	Web:
1.4.8 Visual Presentation (Level AAA) Revised Section 508 – Does not apply		Web: Supported	Web:
1.4.9 Images of Text (No Exception) (Level AAA) Revised Section 508 – Does not apply		Web: Supported	Web:
2.1.3 Keyboard (No Exception) (Level AAA) Revised Section 508 – Does not apply		Web: Supported	Web:
2.2.3 No Timing (Level AAA) Revised Section 508 – Does not apply		Web: Supported	Web:
2.2.4 Interruptions (Level AAA) Revised Section 508 – Does not apply		Web: Supported	Web:
2.2.5 Re-authenticating (Level AAA) Revised Section 508 – Does not apply		Web: Supported	Web:
2.3.2 Three Flashes (Level AAA) Revised Section 508 – Does not apply		Web: Supported	Web:
2.4.8 Location (Level AAA) Revised Section 508 – Does not apply		Web: Supported	Web:

2.4.9 Link Purpose (Link Only) (Level AAA) Revised Section 508 – Does not apply	Web: Supported	Web:
2.4.10 Section Headings (Level AAA) Revised Section 508 – Does not apply	Web: Supported	Web:
3.1.3 Unusual Words (Level AAA) Revised Section 508 – Does not apply	Web: Supported	Web:
3.1.4 Abbreviations (Level AAA) Revised Section 508 – Does not apply	Web: Supported	Web:
3.1.5 Reading Level (Level AAA) Revised Section 508 – Does not apply	Web: Supported	Web:
3.1.6 Pronunciation (Level AAA) Revised Section 508 – Does not apply	Web: Not Applicable	Web:
3.2.5 Change on Request (Level AAA) Revised Section 508 – Does not apply	Web: Supported	Web:
3.3.5 Help (Level AAA) Revised Section 508 – Does not apply	Web: Supported	Web:
3.3.6 Error Prevention (AII) (Level AAA) Revised Section 508 – Does not apply	Web: Supported	Web:

Revised Section 508 Report

Notes:

Chapter 3: [Functional Performance Criteria \(FPC\)](#)

Notes:

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

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	Supported	
402.2.2 Transactional Outputs	Supported	
402.2.3 Speech Delivery Type and Coordination	Supported	
402.2.4 User Control	Supported	
402.2.5 Braille Instructions	Not Supported	
402.3 Volume	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening	Not Applicable	

402.3.2 Non-private Listening	Supported	
402.4 Characters on Display Screens	Supported	
402.5 Characters on Variable Message Signs	Not Applicable	
403 Biometrics	Heading cell – no response required	Heading cell – no response required
403.1 General	Not Applicable	
404 Preservation of Information Provided for Accessibility	Heading cell – no response required	Heading cell – no response required
404.1 General	Supported	
405 Privacy	Heading cell – no response required	Heading cell – no response required
405.1 General	Supported	
406 Standard Connections	Heading cell – no response required	Heading cell – no response required
406.1 General	Not Applicable	
407 Operable Parts	Heading cell – no response required	Heading cell – no response required
407.2 Contrast	Not Applicable	
407.3 Input Controls	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible	Not Applicable	
407.3.2 Alphabetic Keys	Not Applicable	
407.3.3 Numeric Keys	Not Applicable	
407.4 Key Repeat	Not Applicable	
407.5 Timed Response	Not Applicable	
407.6 Operation	Not Applicable	
407.7 Tickets, Fare Cards, and Keycards	Not Applicable	
407.8 Reach Height and Depth	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane	Not Applicable	
407.8.1.1 Vertical Plane for Side Reach	Not Applicable	
407.8.1.2 Vertical Plane for Forward Reach	Not Applicable	
407.8.2 Side Reach	Not Applicable	
407.8.2.1 Unobstructed Side Reach	Not Applicable	
407.8.2.2 Obstructed Side Reach	Not Applicable	
407.8.3 Forward Reach	Not Applicable	
407.8.3.1 Unobstructed Forward Reach	Not Applicable	
407.8.3.2 Obstructed Forward Reach	Not Applicable	
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach	Not Applicable	
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach	Not Applicable	

<u>408 Display Screens</u>	Heading cell – no response required	Heading cell – no response required
408.2 Visibility	Not Applicable	
408.3 Flashing	Not Applicable	
<u>409 Status Indicators</u>	Heading cell – no response required	Heading cell – no response required
409.1 General	Not Applicable	
<u>410 Color Coding</u>	Heading cell – no response required	Heading cell – no response required
410.1 General	Not Applicable	
<u>411 Audible Signals</u>	Heading cell – no response required	Heading cell – no response required
411.1 General	Not Applicable	
<u>412 ICT with Two-Way Voice Communication</u>	Heading cell – no response required	Heading cell – no response required
<u>412.2 Volume Gain</u>	Heading cell – no response required	Heading cell – no response required
412.2.1 Volume Gain for Wireline Telephones	Not Applicable	
412.2.2 Volume Gain for Non-Wireline ICT	Not Applicable	
<u>412.3 Interference Reduction and Magnetic Coupling</u>	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets	Not Applicable	
412.3.2 Wireline Handsets	Not Applicable	
412.4 Digital Encoding of Speech	Not Applicable	
412.5 Real-Time Text Functionality	Reserved for future	Reserved for future
412.6 Caller ID	Not Applicable	
412.7 Video Communication	Not Applicable	
<u>412.8 Legacy TTY Support</u>	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectivity	Not Applicable	
412.8.2 Voice and Hearing Carry Over	Not Applicable	
412.8.3 Signal Compatibility	Not Applicable	
412.8.4 Voice Mail and Other Messaging Systems	Not Applicable	
<u>413 Closed Caption Processing Technologies</u>	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions	Not Applicable	
413.1.2 Pass-Through of Closed Caption Data	Not Applicable	
<u>414 Audio Description Processing Technologies</u>	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners	Not Applicable	
414.1.2 Other ICT	Not Applicable	
<u>415 User Controls for Captions and Audio Descriptions</u>	Heading cell – no response required	Heading cell – no response required
415.1.1 Caption Controls	Not Applicable	

415.1.2 Audio Description Controls	Not Applicable
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Chapter 5: [Software](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
501.1 Scope – Incorporation of WCAG 2.0 AA	See WCAG 2.0 section	See information in WCAG 2.0 section
502 Interoperability with Assistive Technology	Heading cell – no response required	Heading cell – no response required
502.2.1 User Control of Accessibility Features	Supported	
502.2.2 No Disruption of Accessibility Features	Supported	
502.3 Accessibility Services	Heading cell – no response required	Heading cell – no response required
502.3.1 Object Information	Supported	
502.3.2 Modification of Object Information	Supported	
502.3.3 Row, Column, and Headers	Supported	
502.3.4 Values	Supported	
502.3.5 Modification of Values	Supported	
502.3.6 Label Relationships	Supported	
502.3.7 Hierarchical Relationships	Supported	
502.3.8 Text	Supported	
502.3.9 Modification of Text	Supported	
502.3.10 List of Actions	Supported	
502.3.11 Actions on Objects	Supported	
502.3.12 Focus Cursor	Supported	
502.3.13 Modification of Focus Cursor	Supported	
502.3.14 Event Notification	Supported	
502.4 Platform Accessibility Features	Supported	
503 Applications	Heading cell – no response required	Heading cell – no response required
503.2 User Preferences	Supported	
503.3 Alternative User Interfaces	Supported	
503.4 User Controls for Captions and Audio Description	Heading cell – no response required	Heading cell – no response required
503.4.1 Caption Controls	Not Applicable	
503.4.2 Audio Description Controls	Not Applicable	
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 2.0 section	See information in WCAG 2.0 section
504.2.1 Preservation of Information Provided for Accessibility in Format Conversion	Supported	
504.2.2 PDF Export	Supported	
504.3 Prompts	Supported	
504.4 Templates	Supported	

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
<u>602 Support Documentation</u>	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features	Supported	
602.3 Electronic Support Documentation	See WCAG 2.0 section	See information in WCAG 2.0 section
602.4 Alternate Formats for Non-Electronic Support Documentation	Supported	
<u>603 Support Services</u>	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features	Supported	
603.3 Accommodation of Communication Needs	Supported	

Legal Disclaimer (Company)

Include your company legal disclaimer here, if needed.

**FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN TBP PRODUCTIONS, LLP DBA SNO SITES
AND POUFRE SCHOOL DISTRICT R-1**

This First Amendment (“Amendment”) effective the 26th of September 2023, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and TBP Productions, LLP dba Sno Sites (the “Contractor”) executed October 14, 2022 (“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 August 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 September 1, 2023, through August 31, 2024.

3. **Amended Responsibilities.**

3.1. Within section 1.1, amend with the following additional language which is underlined:

This Agreement shall commence on September 1, 2022 and continue through and including August 31, 2023. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, with the commencement of a written and executed amendment to the Contract for each one-year term.

3.2. Exhibit B is deleted hereby in its entirety.

3.3. Replace Exhibit B with Contractor’s 2023-24 price quotes, hereby attached to this First Amendment and made part of this agreement.

3.4. Within section 9, delete the language which has a strikethrough and replace 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

4. **Special Provisions.**

4.1. 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.

5. **General Provisions.**

5.1. Entire Agreement. The original Agreement and this First Amendment constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.

5.2. Signatures. This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

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.

TBP PRODUCTIONS, LLP DBA SNO
SITES

POUDRE SCHOOL DISTRICT R-1

By: Tom Hutchinson

Tom Hutchinson
Partner

By: R. David Montoya

R. David Montoya
Chief Finance Officer

By: Dr. Traci Gile

Traci Gile
Assistant Superintendent

Exhibit B

SNO Sites
PO Box 2277
Burnsville, MN 55337



ADDRESS

Spilled Ink
Fort Collins High School
3400 Lambkin Way
Fort Collins, Colorado 80525
United States

Quote 2186

DATE 05/01/2023

EXPIRATION DATE 08/31/2023

SERVICE	QTY	AMOUNT
Annual Account Renewal Annual fee for website hosting, domain management, and unlimited technical support for scholastic journalism programs.	1	450.00

Thank you.

TOTAL \$450.00

Accepted By

Accepted Date

SNO Sites
PO Box 2277
Burnsville, MN 55337



ADDRESS

Etched in Stone
Fossil Ridge High School - CO
5400 Ziegler Rd
Fort Collins, CO 80528

Quote 2187

DATE 05/01/2023

EXPIRATION DATE 08/31/2023

SERVICE	QTY	AMOUNT
Annual Account Renewal Annual fee for website hosting, domain management, and unlimited technical support for scholastic journalism programs.	1	450.00

Thank you.

TOTAL \$450.00

Accepted By

Accepted Date

SNO Sites
PO Box 2277
Burnsville, MN 55337



ADDRESS

Timnath Middle-High School
4700 E Prospect Rd
Fort Collins, CO 80525

Quote 2188

DATE 05/01/2023

EXPIRATION DATE 08/31/2023

SERVICE	QTY	AMOUNT
Annual Account Renewal Annual fee for website hosting, domain management, and unlimited technical support for scholastic journalism programs.	1	450.00

Thank you.

TOTAL \$450.00

Accepted By

Accepted Date

SNO Sites
PO Box 2277
Burnsville, MN 55337



ADDRESS

The Highlighter
Rocky Mountain High School -
CO
1300 W. Swallow Rd.
Fort Collins, CO 80526

Quote 2189

DATE 05/01/2023

EXPIRATION DATE 08/31/2023

SERVICE	QTY	AMOUNT
Annual Account Renewal Annual fee for website hosting, domain management, and unlimited technical support for scholastic journalism programs.	1	450.00

Thank you.

TOTAL \$450.00

Accepted By

Accepted Date

**SOFTWARE SERVICES AGREEMENT
BETWEEN TBP PRODUCTIONS, LLP DBA SNO SITES
AND POUFRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is entered into this 14th day of October 2022, by and between Poudre School District R-1 (the “District”) and TBP Productions, LLP dba SNO Sites (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 September 1, 2022 and continue through and including August 31, 2023.

2. **Deliverables and Purchase Price.**

2.1. The Contractor shall make its school newspapers online platform for use in the District, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the “Services”).

2.2. The price for Services under this contract as set forth on the attached Exhibit B, shall not exceed Four Hundred Fifty Dollars and No Cents (\$450.00), due and payable thirty (30) days from receipt of Contractor’s invoice.

2.2.1. Additional Services purchases shall not exceed the pricing outlined in Exhibit B.

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

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

2.4.1. The Contractor shall provide the contact in section 11 a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor’s invoice.

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

2.4.3. Services provided by Contractor without conforming to section 2.4 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.

2.4.4. Contractor shall assure compliance with the District Policy DJG/DJGA, attached as Exhibit C and hereby made part of this Agreement, direct communication with schools or sales must be approved by contact in section 11 of this agreement.

2.5. Invoicing.

2.5.1. Contractor will provide invoices for the Services at the rate specified in EXHIBIT 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.

2.5.2. 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.

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

2.5.4. 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.

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

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

2.5.7. 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.

2.6. 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.

2.7. 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.

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

2.9. The District understands and agrees that its students’ access to and use of the Services under this Agreement may require that it disclose confidential student records and information, as that term is defined below, to the Contractor. The Contractor understands and agrees that if it fails to comply with any of the requirements under sections 4, 5, 6 or 7 below at any time during or after the term of this Agreement the District may, as applicable, terminate the Agreement and/or disqualify the Contractor from future agreements with the District.

3. **Definitions.**

3.1. As used in this Agreement, “personally identifiable information” is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student’s name; (b) the name of the student’s parent or other family members; (c) the address or phone number of the student or student’s family; (d) personal identifiers such as the student’s social security number, student number or biometric record; and (e) indirect identifiers such as the student’s date of birth, place of birth or mother’s maiden name.

3.2. As used in this Agreement, “education records” is defined as records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as the Contractor.

3.3. As used in this Agreement, “confidential student records and information” is defined as education records and personally identifiable information concerning District students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by the Contractor. Confidential student records and information does not include “de-identified confidential student records and information,” as defined in section 3.5 below.

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

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

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

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

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

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

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

5.2. The Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. The Contractor shall promptly notify the District in the event of: (a) any security or privacy breach concerning confidential student

records and information; and/or (b) any use or disclosure of student personally identifiable information not authorized under this Agreement.

6. Use of Confidential Student Records and Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TBP Productions, LLP dba SNO Sites
Attn: Tom Hutchinson
PO Box 2277
Burnsville, MN 55337
Email: billing@sno sites.com

12. **Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. The District's receipt of a Certificate of Insurance from the Contractor with limits and or coverages that do not meet the requirements does not waive the requirements and the Contractor shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Contractor shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be addressed to:

Poudre School District
Attention: Risk Management
2407 Laporte Ave
Ft. Collins, CO 80521
Email Certificate to: 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 12 shall not reduce the indemnification liability that Contractor has assumed in section 13.

Commercial General Liability

Minimum Limits

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

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

Minimum Limits

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

The insurance shall provide coverage for:

- a. Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Contractor’s services including denial of service, unless caused by a mechanical or electrical failure.
- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person’s computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

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

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

15. **General Provisions.**

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

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

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

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

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

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

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

15.8. **No Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor.

It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

TBP PRODUCTIONS, LLP DBA SNO
SITES

POUDRE SCHOOL DISTRICT R-1

By: Tom Hutchinson

Tom Hutchinson
Partner

By: R. David Montoya

R. David Montoya
Executive Director of Finance

By: Scott Nielsen

Scott Nielsen
Assistant Superintendent of Secondary
Schools

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting.

2. The second part of the document outlines the various methods and techniques used to collect and analyze data. It includes a detailed description of the experimental procedures and the statistical analysis performed.

3. The third part of the document presents the results of the study, including a comparison of the different methods and techniques used. It discusses the strengths and weaknesses of each method and provides a summary of the findings.

Exhibit A

Product Description:

School Newspapers Online (SNO Sites) provides website and mobile app development, hosting, and unlimited technical support to student news programs. In short, SNO takes care of the technology so that journalism teachers and students can focus on creating content.

The image shows a vertical table with a grid structure. The table is oriented vertically on the page. It consists of a central column and two side columns. The top half of the table is mostly empty, with some faint, illegible markings. The bottom half of the table is filled with dense, vertical text, which appears to be a list or index of items. The text is arranged in columns within the grid cells. The overall appearance is that of a scan of a document page, possibly a ledger or a list of entries.

Exhibit B

SNO Sites
PO Box 2277
Burnsville, MN 55337
855.543.9766
billing@sno sites.com

Quote 2097



ADDRESS	DATE	TOTAL	EXPIRATION DATE
Spilled Ink Fort Collins High School 3400 Lambkin Way Fort Collins, Colorado 80525 United States	10/12/2022	\$450.00	11/30/2022

SERVICE	QTY	AMOUNT
Annual Account Renewal Annual fee for website hosting, domain management, and unlimited technical support for scholastic journalism programs.	1	450.00

Thank you.

TOTAL	\$450.00
-------	-----------------

THANK YOU.

Accepted By

Accepted Date

SNO Sites
PO Box 2277
Burnsville, MN 55337
855.543.9766
billing@sno sites.com

Quote 2096



ADDRESS	DATE	TOTAL	EXPIRATION DATE
The Highlighter Rocky Mountain High School - CO 1300 W. Swallow Rd. Fort Collins, CO 80526	10/12/2022	\$450.00	11/30/2022

SERVICE	QTY	AMOUNT
Annual Account Renewal Annual fee for website hosting, domain management, and unlimited technical support for scholastic journalism programs.	1	450.00

Thank you.

TOTAL	\$450.00
-------	-----------------

THANK YOU.

Accepted By

Accepted Date

Exhibit C



Poudre School District

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