

**THIRD AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN VISTA HIGHER LEARNING, INC.
AND POUDRE SCHOOL DISTRICT R-1**

This Third Amendment (“Amendment”) effective as of August 6, 2025 (Effective Date), is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and Vista Higher Learning, Inc. (the “Contractor”), executed August 30, 2022 and the First Amendment to the agreement executed June 14, 2023 and the Second Amendment to the agreement executed March 28, 2024, each of which are attached and made part of this Third Amendment. To the extent that any of the terms or conditions contained in this Third Amendment may contradict with any of the terms or conditions of the attached Database Platform Agreement, the First Amendment or the Second Amendment (“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 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, 2025, as outlined in section 2.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on August 1, 2025, through July 31, 2026.
3. **Amended Responsibilities.**
 - 3.1. Exhibit A is deleted hereby in its entirety.
 - 3.2. Replace Exhibit A with Contractor’s Poudre School District Student Data Information Request 2025 form, hereby attached to this Third 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 number 2503184075, hereby attached to this Third Amendment and made part of this Agreement.
 - 3.5. Exhibit D is deleted hereby in its entirety.
 - 3.6. Replace Exhibit D with Contractor’s Accessibility Conformance Report Version 2.4Rev1, hereby attached to this Third Amendment and made part of this Agreement.
 - 3.7. Section 12 is deleted hereby in its entirety.
 - 3.8. Add Exhibit E with the District’s Insurance Requirements, hereby attached to this Third Amendment and made part of this Agreement.

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, the First Amendment, Second Amendment and this Third Amendment constitute 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 AGREEMENT WAS INTENTIONALLY LEFT BLANK

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

VISTA HIGHER LEARNING, INC.

POUDRE SCHOOL DISTRICT R-1

By: Jennifer J. Selby
Jennifer J. Selby
Sr. Mgr., Contracts and Proposals K-12

By: R David Montoya
R David Montoya (Aug 21, 2025 09:32:15 MDT)
R. David Montoya
Chief Finance Officer

By: Traci Gile
Traci Gile (Aug 21, 2025 08:59:11 MDT)
Dr. Traci Gile, 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.*

The district is purchasing 1 year of digital access for the AP Spanish program, Temas 3e and AP Spanish, along with a physical copies of the Temas student edition textbook. The district is also purchasing 1 year of digital access to the AP French program, Themis 2e and AP French.

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.*

In addition to the list below we generate and assign in app ID numbers for students and instructors as a data security and privacy measure. We also maintain a special indicator to enable accessibility accommodations.

<i>Student</i>	<i>Teacher</i>	<i>Admin</i>	<i>Meta Data</i>
email	email		
username/password	username/password		
Local(SD) ID number	Local (SD) ID number		
name	name		
In app performance			

3. What is the purpose of collecting student data?

We collect name, email, and username/password for technical support purposes such as resetting passwords. We collect Local (School District) ID number for the purposes of ensuring data privileges for instructors. We collect in app performance in order to provide activity grades to the grade book as required by the instructor.

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

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

We partner with the following third party vendors: Concentrix, Alta Vista, PubNub, Tokbox (Vonage), AWS Amazon, Datadog, and Follett-Willow

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

Concentrix and Alta Vista are customer support providers, PubNub and Tokbox (Vonage) are used for communication services, AWS Amazon is used for hosting services, Datadog is used for application monitoring and logging, and Follett-Willow is used for platform access management (but only for customers who are using Willow)

6. Please provide:

- Current quote (if available)

Quote No. 2503184075

- Tiered pricing for future purchases

Please request quote for future purchases

- Name and email for contract notices

Jennifer J. Selby, Sr. Manager, Contracts and Proposals, VISTA K-12

- Name and title of person who will sign the contract

Jennifer J. Selby, Sr. Manager, Contracts and Proposals, VISTA K-12

- Does the system allow integration for rostering?

☒ Yes ☐ No

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

We support rostering via ClassLink, Clever, and One Roster. We can provide documentation via support@vistahigherlearning.com or you can view our knowledge base articles on rostering here: https://support.vhlcentral.com/hc/en-us/search?category=201891007&page=1&query=Rostering&type=knowledge_base&utf8=%E2%9C%93#results

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



COST PROPOSAL

Quote Prepared On March 11, 2025
Quote Valid Through October 15, 2025
Quote No. 2503184075
Version No. 1

Prepared For

Poudre School District
1502 S Timberline Road
Fort Collins, CO 80524

Prepared By

Jonathan Gregory
jgregory@vistahigherlearning.com
3032492037
Vista Higher Learning
500 Boylston St, 10th Floor
Boston, MA 02116-3736

Temas 3e

Qty	Item Number	Description	Unit Price	Total Value	Total Cost
10	978-1-54338-274-7	Temas 3e Student Edition (Hardcover)	\$96.95	\$969.50	\$969.50

Temas 3e & AP Spanish 3e

Qty	Item Number	Description	Unit Price	Total Value	Total Cost
180	978-1-54339-096-4	Temas 3e Supersite Plus + AP Spanish 3e Supersite Plus (1 year license)	\$74.95	\$13,491.00	\$13,491.00

Themes 2e & AP French 1e

Qty	Item Number	Description	Unit Price	Total Value	Total Cost
33	978-1-54335-773-8	Themes 2e Supersite Plus(1 year license) + AP French Supersite Plus(1 year license)	\$74.95	\$2,473.35	\$2,473.35

Total Cost	\$16,933.85
Est. Shipping	\$78.09
Est. Grand Total Cost	\$17,011.94

Ordering Instructions

- Purchase Orders will be processed upon receipt and will be invoiced for the full "Total Cost" amount as shown above as well as the actual final Shipping charges required for your shipment, where applicable. Please note that the "Est. Shipping" amount shown above is an estimate only and may be different than the final charges applied.
- When submitting your Purchase Order, please be sure to attach:
 - A copy of this Quote
 - If applicable, a copy of your signed and dated tax exemption certificate
- To place your order, please contact Customer Support:

Vista Higher Learning
500 Boylston Street, 10th Floor
Boston, MA 02116-3736
Email: orders@vistahigherlearning.com
Phone: (800) 269-6311, option 3
Fax: (617) 426-5215



COST PROPOSAL

Quote Prepared On March 11, 2025
Quote Valid Through October 15, 2025
Quote No. 2503184075
Version No. 1

Terms of Purchase

By accepting a Quote, initiating a Purchase Order to us, entering into a separate agreement with us, and/or ordering online content, you are agreeing to these Terms of Purchase. The Vista Higher Learning Terms of Purchase shall govern all sales of materials and online content and shall supersede any and all terms and conditions attached to your Purchase Orders and/or any other document that you present to Vista Higher Learning, which shall be considered as a confirmation only and the terms and conditions shall in no way amend, prevail over, supplement or supersede any term or condition hereof.

- **Terms of Use:** All sales of Vista Higher Learning materials and online content are expressly made subject to the Vista Higher Learning Terms of Use: https://www.vhlcentral.com/terms_of_use.
- **Return Policy:** Returns of Vista Higher Learning materials and online content are subject to the Vista Higher Learning Return Policy: <https://vistahigherlearning.com/return-policy>.
- **Tax:** Prices included within this Quote are exclusive of all applicable taxes, which are the responsibility of the Customer. Customer must provide documentation of tax-exempt status, if applicable.
- **Subscription Term:** For digital product license purchases, the duration of access being purchased based on the product license selection outlined in the Quote above will be considered the Subscription Term.
- **Term Dates:** Subscription Terms are aligned to an academic year calendar and will start as of the next upcoming academic year following the receipt of a Purchase Order, unless otherwise requested by Customer. All product licenses will have the same start and end dates aligned with the Subscription Term.
- **Unused Licenses:** All product licenses must be used within the purchased Subscription Term. Unused licenses during the purchased Subscription Term are not refundable or eligible for credit.
- **Licensing Add-ons:** If purchasing additional license quantities and/or licensing level upgrades to be added onto an existing base of product licenses, the additional quantities and/or upgrades will be applied beginning with the currently active Subscription Term, unless otherwise requested by Customer. All product licenses must maintain the same start and end dates aligned with the Subscription Term, with any additional quantities and/or upgrades matching the current expiration date of the existing Subscription Term in place.

Thank you for your business!

Exhibit D

Vista Higher Learning Accessibility Conformance Report

(Based on VPAT® Version 2.5)¹

Name of product/version	Vista Higher Learning website
Product description	Website
Report date	28 March 2025
Contact information	accessibility@vistahigherlearning.com
Notes	
Evaluation methods used	This conformance report is based on the results of an accessibility audit conducted by TetraLogical on a representative sample of pages and components across selected user journeys, for the purpose of assessing conformance to the Web Content Accessibility Guidelines (WCAG) 2.2. The testing included manual accessibility testing, automated accessibility tools, and testing with assistive technology across multiple platforms and browsers. The following tools were used as part of the audit to identify potential accessibility issues: • Desktop browsers: Chrome, Firefox, and Safari • Assistive technologies: JAWS, NVDA, and VoiceOver

¹ "Voluntary Product Assessment Template" and "VPAT" are registered service marks of the Information Technology Industry Council (ITI).

	• Accessibility testing tools: ARC Toolkit, axe, and Color Contrast Analyzer
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Applicable standards/guidelines

The report covers the degree of conformance for the following accessibility standards/guidelines:

Standard/guideline	Included in report
Web Content Accessibility Guidelines 2.0	Level A – Yes Level AA – Yes Level AAA – No
Web Content Accessibility Guidelines 2.1	Level A – Yes Level AA – Yes Level AAA – No
Web Content Accessibility Guidelines 2.2	Level A – Yes Level AA – Yes Level AAA – No
Revised Section 508 standards published January 18, 2017, and corrected January 22, 2018	Yes
EN 301 549 Accessibility requirements suitable for public procurement of ICT products and services in Europe – v 3.1.1 (2019-11) and EN 301 549 Accessibility requirements for ICT products and services – V3.2.1 (2021-03)	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.

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WCAG 2.x Report

Tables 1 and 2 also document conformance with:

- EN 301 549: Chapter 9 – Web, Sections 10.1-10.4 of Chapter 10 – Non-Web documents, and Sections 11.1-11.4 and 11.8.2 of Chapter 11 – Non-Web Software (open and closed functionality), and Sections 12.1.2 and 12.2.4 of Chapter 12 – Documentation
- Revised Section 508: Chapter 5 – 501.1 Scope, 504.2 Content Creation or Editing, and Chapter 6 – 602.3 Electronic Support Documentation.

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

Table 1: WCAG 2.x Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
<u>1.1.1 Non-text Content</u> (Level A) Also applies to: EN 301 549 Criteria • 9.1.1.1 (Web) • 10.1.1.1 (Non-web document) • 11.1.1.1 (Open Functionality Software) • 11.1.1.2 (Closed Functionality Software) • 11.8.2 (Authoring Tool)	Partially supports	Non-text content that is presented to the user has a text alternative that serves the equivalent purpose, with some exceptions. These include: • Some images and graphics, such as those representing answer areas in textbooks and animated graphics used to convey the user's microphone input

Criteria	Conformance Level	Remarks and Explanations
12.1.2 (Product Docs) 12.2.4 (Support Docs) Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)		level, have missing text descriptions - Some images and graphics have text descriptions that don't convey equivalent information; examples include some graphs and charts in textbooks, images in the listen and repeat exercises, and some close buttons inside dialog boxes - Some decorative images are not hidden from assistive technologies; examples include decorative images and icons on pre-login pages, and decorative icons on the student dashboard and home pages
<u>1.2.1 Audio-only and Video-only (Prerecorded)</u> (Level A) Also applies to: EN 301 549 Criteria 9.1.2.1 (Web)	Supports	An equivalent transcript is provided for all prerecorded audio-only content in titles copyright 2020 and later.

Criteria	Conformance Level	Remarks and Explanations
• 10.1.2.1 (Non-web document) • 11.1.2.1.1 (Open Functionality Software) • 11.1.2.1.2.1 and 11.1.2.1.2.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		
<u>1.2.2 Captions (Prerecorded)</u> (Level A) Also applies to: EN 301 549 Criteria • 9.1.2.2 (Web) • 10.1.2.2 (Non-web document) • 11.1.2.2 (Open Functionality Software) • 11.1.2.2 (Closed Software) • 11.8.2 (Authoring Tool)	Supports	Captions are provided for all prerecorded audio content within synchronized media.

Criteria	Conformance Level	Remarks and Explanations
12.1.2 (Product Docs) 12.2.4 (Support Docs) Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)		
<u>1.2.3 Audio Description or Media Alternative (Prerecorded)</u> (Level A) Also applies to: EN 301 549 Criteria 9.1.2.3 (Web) 10.1.2.3 (Non-web document) 11.1.2.3.1 (Open Functionality Software) 11.1.2.3.2 (Closed Software) 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool)	Partially supports	An alternative for all time-based media within synchronized media is provided, with the following exception: Some videos, such as the hotspot exploration videos in the listen and repeat activities and videos in the multi-video activity, do not have an audio description or media alternative to describe the graphical content in the video

Criteria	Conformance Level	Remarks and Explanations
602.3 (Support Docs)		
1.3.1 Info and Relationships (Level A) Also applies to: EN 301 549 Criteria 9.1.3.1 (Web) 10.1.3.1 (Non-web document) 11.1.3.1.1 (Open Functionality Software) 11.1.3.1.2 (Closed Software) 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Partially supports	All information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text, with some exceptions. These include: - Some headings are not marked up correctly and are therefore not announced as such by assistive technologies; examples include headings in the student dashboard's "Class Bulletin" section, the heading-based month and year on the Calendar page, and some headings within textbook content - The active / selected state of some controls is conveyed visibly but not programmatically;

Criteria	Conformance Level	Remarks and Explanations
		examples include the selected "Vocabulary" / "Flashcards" tab panel on the Vocabulary Tools page, and the selected "New" / "Viewed" tab panel on the Announcements page
<u>1.3.2 Meaningful Sequence</u> (Level A) Also applies to: EN 301 549 Criteria • 9.1.3.2 (Web) • 10.1.3.2 (Non-web document) • 11.1.3.2.1 (Open Functionality Software) • 11.1.3.2.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool)	Supports	A correct reading sequence can be programmatically determined for all content.

Criteria	Conformance Level	Remarks and Explanations
602.3 (Support Docs)		
1.3.3 Sensory Characteristics (Level A) Also applies to: EN 301 549 Criteria 9.1.3.3 (Web) 10.1.3.3 (Non-web document) 11.1.3.3 (Open Functionality Software) 11.1.3.3 (Closed Software) 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Supports	Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components.
1.4.1 Use of Color (Level A) Also applies to: EN 301 549 Criteria 9.1.4.1 (Web) 10.1.4.1 (Non-web document) 11.1.4.1 (Open Functionality Software)	Partially supports	Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element, with some exceptions. These include:

Criteria	Conformance Level	Remarks and Explanations
11.1.4.1 (Closed Software) 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)		- Some links rely on color alone to convey that they are interactive elements; examples include links in the site's footer that are blue as opposed to the surrounding grey non-link text, and the red "Purchase access here" and "Redeem a code now" links embedded within dark red non-link text within the warning dialog that appears on the account home page if the user has joined a course without access to its online materials - Some controls rely on color alone to convey state, such as which of the English / Spanish options that appear when reading and listening to

Criteria	Conformance Level	Remarks and Explanations
		vocabulary in an exploration activity, and to indicate which element currently has focus when navigating through the font size selector in the rich text editor
1.4.2 Audio Control (Level A) Also applies to: EN 301 549 Criteria • 9.1.4.2 (Web) • 10.1.4.2 (Non-web document) • 11.1.4.2 (Open Functionality Software) • 11.1.4.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	A mechanism is available to pause audio on a web page that plays automatically for more than 3 seconds and a mechanism is available to control audio volume independently from the overall system volume level.

Criteria	Conformance Level	Remarks and Explanations
<u>2.1.1 Keyboard</u> (Level A) Also applies to: EN 301 549 Criteria • 9.2.1.1 (Web) • 10.2.1.1 (Non-web document) • 11.2.1.1.1 (Open Functionality Software) • 11.2.1.1.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Partially supports	All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, with some exceptions. These include: • The English / Spanish options that appear when reading and listening to vocabulary in an exploration activity are not fully keyboard accessible • Some exercises rely on the user being able to use speech to complete them, and do not provide a way of using a keyboard to complete the exercise
<u>2.1.2 No Keyboard Trap</u> (Level A) Also applies to: EN 301 549 Criteria • 9.2.1.2 (Web) • 10.2.1.2 (Non-web document)	Supports	For all components that receive keyboard focus, focus can be moved away from that component using the keyboard.

Criteria	Conformance Level	Remarks and Explanations
• 11.2.1.2 (Open Functionality Software) • 11.2.1.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		
<u>2.1.4 Character Key Shortcuts</u> (Level A 2.1 and 2.2) Also applies to: EN 301 549 Criteria • 9.2.1.4 (Web) • 10.2.1.4 (Non-web document) • 11.2.1.4.1 (Open Functionality Software) • 11.2.1.4.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs)	Partially supports	The website includes keyboard shortcuts that rely on single character-key shortcuts, but these keyboard shortcuts can be turned off. However, the "?" character is still used to open the keyboard shortcuts dialog box, even when keyboard shortcuts have been disabled.

Criteria	Conformance Level	Remarks and Explanations
12.2.4 (Support Docs) Revised Section 508 – Does not apply		
<u>2.2.1 Timing Adjustable</u> (Level A) Also applies to: EN 301 549 Criteria 9.2.2.1 (Web) 10.2.2.1 (Non-web document) 11.2.2.1 (Open Functionality Software) 11.2.2.1 (Closed Software) 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Partially supports	Mechanisms are provided to extend time limits within the website, with the following exception: The “Select anywhere to add a note” status message that appears when adding a note to a book only appears for a few seconds, and there is no way to extend how long this message is displayed
<u>2.2.2 Pause, Stop, Hide</u> (Level A) Also applies to: EN 301 549 Criteria 9.2.2.2 (Web) 10.2.2.2 (Non-web document)	Supports	A mechanism is provided to pause, stop, or hide all moving, blinking, and scrolling content.

Criteria	Conformance Level	Remarks and Explanations
• 11.2.2.2 (Open Functionality Software) • 11.2.2.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		
<u>2.3.1 Three Flashes or Below Threshold</u> (Level A) Also applies to: EN 301 549 Criteria • 9.2.3.1 (Web) • 10.2.3.1 (Non-web document) • 11.2.3.1 (Open Functionality Software) • 11.2.3.1 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs)	Supports	The website does not include content that flashes.

Criteria	Conformance Level	Remarks and Explanations
Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		
2.4.1 Bypass Blocks (Level A) Also applies to: EN 301 549 Criteria • 9.2.4.1 (Web) • 10.2.4.1 (Non-web document) – Does not apply • 11.2.4.1 (Open Functionality Software) – Does not apply • 11.2.4.1 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool)	Supports	A mechanism is available to bypass blocks of content that are repeated on multiple pages.

Criteria	Conformance Level	Remarks and Explanations
602.3 (Support Docs) – Does not apply to non-web docs		
2.4.2 Page Titled (Level A) Also applies to: EN 301 549 Criteria 9.2.4.2 (Web) 10.2.4.2 (Non-web document) 11.2.4.2 (Open Functionality Software) – Does not apply 11.2.4.2 (Closed Software) – Does not apply 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Partially supports	All pages have titles that describe their topic or purpose, with some exceptions. These include: Some page titles do not accurately describe the contents of the page, and instead only include the activity name
2.4.3 Focus Order (Level A) Also applies to: EN 301 549 Criteria 9.2.4.3 (Web)	Partially supports	All focusable components receive focus in an order that preserves meaning and operability, with some

Criteria	Conformance Level	Remarks and Explanations
• 10.2.4.3 (Non-web document) • 11.2.4.3 (Open Functionality Software) • 11.2.4.3 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		exceptions. These include: • Keyboard focus sometimes moves “behind” dialog boxes, despite the fact that content behind these dialog boxes is visibly obscured; examples include page content outside of the “Info” dialog box on activity pages, and page content outside of the “Reply” dialog box on Forums pages • Some non-interactive content is unnecessarily keyboard focusable; examples include question text in some exercises, and the page’s main heading after the “Skip to main content” link has been activated • Keyboard focus isn’t moved as expected when

Criteria	Conformance Level	Remarks and Explanations
		the "Skip to main content" link on certain pages, such as the Resources page, is activated
<u>2.4.4 Link Purpose (In Context)</u> (Level A) Also applies to: EN 301 549 Criteria • 9.2.4.4 (Web) • 10.2.4.4 (Non-web document) • 11.2.4.4 (Open Functionality Software) • 11.2.4.4 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	The purpose of all links can be determined from the link text alone, or from the link text together with its programmatically determined link context.
<u>2.5.1 Pointer Gestures</u> (Level A 2.1 and 2.2) Also applies to: EN 301 549 Criteria • 9.2.5.1 (Web)	Not applicable	The website does not require multipoint/path-based gestures.

Criteria	Conformance Level	Remarks and Explanations
• 10.2.5.1 (Non-web document) • 11.2.5.1 (Open Functionality Software) • 11.2.5.1 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply		
<u>2.5.2 Pointer Cancellation</u> (Level A 2.1 and 2.2) Also applies to: EN 301 549 Criteria • 9.2.5.2 (Web) • 10.2.5.2 (Non-web document) • 11.2.5.2 (Open Functionality Software) • 11.2.5.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Supports	For all functionality that can be operated using a single pointer, all pointer event interaction can be cancelled as per the SC requirements.

Criteria	Conformance Level	Remarks and Explanations
2.5.3 Label in Name (Level A 2.1 and 2.2) Also applies to: EN 301 549 Criteria • 9.2.5.3 (Web) • 10.2.5.3 (Non-web document) • 11.2.5.3.1 (Open Functionality Software) • 11.2.5.3.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Partially supports	For all user interface components with labels that include text or images of text, the accessible name of the component contains the text that is presented visually, with some exceptions. These include: • Depending on their state, the accessible name for some play / pause / stop controls doesn't include the text that is presented visually • The "Upload video" button within the video recording activity has the accessible name of "Choose file: No file chosen button", despite the visible label being "Upload Video"
2.5.4 Motion Actuation (Level A 2.1 and 2.2) Also applies to: EN 301 549 Criteria • 9.2.5.4 (Web) • 10.2.5.4 (Non-web document)	Not applicable	The website does not include functionality that can be operated by device motion or user motion.

Criteria	Conformance Level	Remarks and Explanations
• 11.2.5.4 (Open Functionality Software) • 11.2.5.4 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply		
3.1.1 Language of Page (Level A) Also applies to: EN 301 549 Criteria • 9.3.1.1 (Web) • 10.3.1.1 (Non-web document) • 11.3.1.1.1 (Open Functionality Software) • 11.3.1.1.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool)	Supports	The default language of all pages can be programmatically determined.

Criteria	Conformance Level	Remarks and Explanations
602.3 (Support Docs)		
3.2.1 On Focus (Level A) Also applies to: EN 301 549 Criteria 9.3.2.1 (Web) 10.3.2.1 (Non-web document) 11.3.2.1 (Open Functionality Software) 11.3.2.1 (Closed Software) 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Supports	No user interface component initiates a change of context when it receives focus.
3.2.2 On Input (Level A) Also applies to: EN 301 549 Criteria 9.3.2.2 (Web) 10.3.2.2 (Non-web document) 11.3.2.2 (Open Functionality Software)	Partially supports	Changing the setting of user interface components does not automatically cause a change of context, with one exception: Navigating through the combobox above the "All

Criteria	Conformance Level	Remarks and Explanations
• 11.3.2.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		Components” button on the Resources page using the arrow keys causes the page to refresh and keyboard focus to move back to the top of the page
<u>3.2.6 Consistent Help</u> (Level A 2.2 only) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Supports	Repeated help mechanisms included in the website occur in the same relative order to other page content.
<u>3.3.1 Error Identification</u> (Level A) Also applies to: EN 301 549 Criteria • 9.3.3.1 (Web) • 10.3.3.1 (Non-web document) • 11.3.3.1.1 (Open Functionality Software) • 11.3.3.1.2 (Closed Software) • 11.8.2 (Authoring Tool)	Partially supports	For all input errors that are automatically detected, the item that is in error is identified and the error is described to the user in text, with the following exception: ▪ Error messages are not displayed if the user replies to a forum post without entering any text into the field or leaving a recorded message

Criteria	Conformance Level	Remarks and Explanations
• 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		
<u>3.3.2 Labels or Instructions</u> (Level A) Also applies to: EN 301 549 Criteria • 9.3.3.2 (Web) • 10.3.3.2 (Non-web document) • 11.3.3.2 (Open Functionality Software) • 11.3.3.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Partially supports	Labels or instructions are provided when content requires user input, with some exceptions. These include: • Some comboboxes, such as the combobox for selecting lessons on the Resources page, are missing a visible label, and often rely on their default selected options to label them • The “Study by” label for the related combobox in the Flashcards tab panel on the Vocabulary Tools page is not visible and is only

Criteria	Conformance Level	Remarks and Explanations
		available to people using a screen reader • The "Type here..." text field in the Reply dialog box on Forums pages relies on placeholder text as a visible label, which disappears when text is added to the field
<u>3.3.7 Redundant Entry</u> (Level A 2.2 only) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Not applicable	Information previously entered or provided by the user is not required to be entered again in the same process
<u>4.1.1 Parsing</u> (Level A) Also applies to: EN 301 549 Criteria • 9.4.1.1 (Web) • 10.4.1.1 (Non-web document) • 11.4.1.1.1 (Open Functionality Software) • 11.4.1.1.2 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs)	Supports	For WCAG 2.0, 2.1, EN 301 549, and Revised 508 Standards, the September 2023 errata update indicates this criterion is always supported. See the WCAG 2.0 Editorial Errata and the WCAG 2.1 Editorial Errata

Criteria	Conformance Level	Remarks and Explanations
12.2.4 (Support Docs) Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)		
<u>4.1.2 Name, Role, Value</u> (Level A) Also applies to: EN 301 549 Criteria 9.4.1.2 (Web) 10.4.1.2 (Non-web document) 11.4.1.2.1 (Open Functionality Software) 11.4.1.2.2 (Closed Software) – Not required 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Partially supports	For all user interface components, the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies, with some exceptions. These include: Some controls lack an appropriate role; examples include comboboxes used for selecting the correct word in exercises which are coded as buttons rather than comboboxes,

Criteria	Conformance Level	Remarks and Explanations
		the switch control for turning the audio on / off in vocabulary exercises which are coded as checkboxes rather than switches, and the input area within the rich text editor used in some activities which is missing a role completely • The color selection dialog box associated with the rich text editor used in some activities lacks an accessible name • The state of multiple controls across the website is not indicated programmatically; examples include the expanded / collapsed state of the colour picker related to the highlighting functionality, the selected state of the Vocabulary / Flashcards tab on

Criteria	Conformance Level	Remarks and Explanations
		the Vocabulary Tools page, and the currently active link in the Overview / Scores / Unassigned navigation menu on the Grades page

Table 2: WCAG 2.x Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
<u>1.2.4 Captions (Live)</u> (Level AA) Also applies to: EN 301 549 Criteria • 9.1.2.4 (Web) • 10.1.2.4 (Non-web document) • 11.1.2.4 (Open Functionality Software) • 11.1.2.4 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Not applicable	The website does not include live audio content within synchronized media.
<u>1.2.5 Audio Description (Prerecorded)</u> (Level AA) Also applies to: EN 301 549 Criteria • 9.1.2.5 (Web) • 10.1.2.5 (Non-web document)	Partially supports	Audio descriptions are provided for all prerecorded video content within synchronized media, with some exceptions. These include:

Criteria	Conformance Level	Remarks and Explanations
• 11.1.2.5 (Open Functionality Software) • 11.1.2.5 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		• Hotspot exploration activity videos • Episode clips, which have equivalent text transcripts for the conversation but no audio description that describes the overall context of the video
<u>1.3.4 Orientation</u> Also applies to: EN 301 549 Criteria • 9.1.3.4 (Web) • 10.1.3.4 (Non-web document) • 11.1.3.4 (Open Functionality Software) • 11.1.3.4 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs)	Supports	The website does not restrict the view and operation of content to a single display orientation

Criteria	Conformance Level	Remarks and Explanations
Revised Section 508 – Does not apply		
<u>1.3.5 Identify Input Purpose</u> Also applies to: EN 301 549 Criteria • 9.1.3.5 (Web) • 10.1.3.5 (Non-web document) • 11.1.3.5.1 (Open Functionality Software) • 11.1.3.5.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Partially supports	The purpose of all input fields that collect information about the user can be programmatically determined, with some exceptions. These include: • Form input fields on the My Account page, such as the username and email fields • Form input fields on the login page, such as the password field
<u>1.4.3 Contrast (Minimum)</u> (Level AA) Also applies to: EN 301 549 Criteria • 9.1.4.3 (Web) • 10.1.4.3 (Non-web document) • 11.1.4.3 (Open Functionality Software) • 11.1.4.3 (Closed Software) • 11.8.2 (Authoring Tool)	Partially supports	The visual presentation of all text has a contrast ratio of at least 4.5:1, while large-scale text has a contrast ratio of at least 3:1, with some exceptions. These include: • Some links, such as the blue links in the common footer section of learner exercises, have a contrast

Criteria	Conformance Level	Remarks and Explanations
12.1.2 (Product Docs) 12.2.4 (Support Docs) Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)		ratio of less than 4.5:1 against the page's background Some non-link text, such as the "Grade pending" text within the Assignment table in the Scores tab panel on the Grades page, has a contrast ratio of less than 4.5:1 against the page's background
1.4.4 Resize text (Level AA) Also applies to: EN 301 549 Criteria 9.1.4.4 (Web) 10.1.4.4 (Non-web document) 11.1.4.4.1 (Open Functionality Software) 11.1.4.4.2 (Closed Software) 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) Revised Section 508 501 (Web)(Software)	Partially supports	All text can be resized without assistive technology by zooming up to 200% with no loss of content or functionality, with some exceptions. These include: Some content inside the Assignments and Learning Tools submenus within the common header on program landing pages is cut off and cannot be scrolled to when

Criteria	Conformance Level	Remarks and Explanations
• 504.2 (Authoring Tool) • 602.3 (Support Docs)		zoomed between 100% and 200% • The “Press Play to Start” text that overlays the video in dialogue exercises overlaps itself when the page is zoomed between 100% and 200%
1.4.5 Images of Text (Level AA) Also applies to: EN 301 549 Criteria • 9.1.4.5 (Web) • 10.1.4.5 (Non-web document) • 11.1.4.5.1 (Open Functionality Software) • 11.1.4.5.2 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool)	Partially supports	Text, rather than images of text, is used to convey information, with the following exception: • Images of text still appear in some listen-and-repeat vocabulary tutorials and, while there is plain text below the image, this plain text doesn’t include the text that appears within the image

Criteria	Conformance Level	Remarks and Explanations
602.3 (Support Docs)		
1.4.10 Reflow (Level AA 2.1 and 2.2) Also applies to: EN 301 549 Criteria 9.1.4.10 (Web) 10.1.4.10 (Non-web document) 11.1.4.10 (Open Functionality Software) 11.1.4.10 (Closed Software) 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Partially supports	All content can be resized to a width of 320 CSS pixels/a height of 256 CSS pixels without loss of content or functionality, and without requiring scrolling in two dimensions with some exceptions. These include: - Some content is lost when the viewport is resized per the dimensions set out in this success criterion; examples include the “Open accent bar” control that opens a dialog box containing selectable characters, and the “Cancel” and “Delete” buttons within the “Delete Post?” dialog box on forum pages - Both horizontal and vertical scrolling is required on some

Criteria	Conformance Level	Remarks and Explanations
		pages when the viewport is resized per the dimensions set out in this success criterion; examples include the "Expected Call Quality" dialog box that appears after testing a video connection for calls, and a small amount of flashcard content on the Vocabulary Tools page
<u>1.4.11 Non-text Contrast</u> (Level AA 2.1 and 2.2) Also applies to: EN 301 549 Criteria • 9.1.4.11 (Web) • 10.1.4.11 (Non-web document) • 11.1.4.11 (Open Functionality Software) • 11.1.4.11 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs)	Partially supports	The visual presentation of all user interface components and other graphical objects (except for those whose appearance is determined by the browser) has a contrast ratio of at least 3:1, with some exceptions. These include: • Close icons within some dialog boxes across the website have a contrast of less than 3:1 against their backgrounds

Criteria	Conformance Level	Remarks and Explanations
Revised Section 508 – Does not apply		• The custom focus indicator used around some controls, such as the Close button in the timeout dialog box, has a contrast of less than 3:1 against adjacent content • The apple icon that indicates that activities are awaiting instructor grading has a contrast of less than 3:1 against its white background
<u>1.4.12 Text Spacing</u> Also applies to: EN 301 549 Criteria • 9.1.4.12 (Web) • 10.1.4.12 (Non-web document) • 11.1.4.12 (Open Functionality Software) • 11.1.4.12 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs)	Supports	The website allows for the changing of all relevant text style properties without loss of content or functionality.

Criteria	Conformance Level	Remarks and Explanations
Revised Section 508 – Does not apply		
<u>1.4.13 Content on Hover or Focus</u> (Level AA 2.1 and 2.2) Also applies to: EN 301 549 Criteria • 9.1.4.13 (Web) • 10.1.4.13 (Non-web document) • 11.1.4.13 (Open Functionality Software) • 11.1.4.13 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Partially supports	Additional content displayed on hover or focus is dismissible, hoverable, and persistent, with some exceptions. These include: • Some custom tooltips associated with speech recognition, headphone, and book icons on activity pages are not hoverable using the mouse • Submenus associated with the Assignments and Learning Tools main menu options in the program header are not dismissible without moving the mouse pointer away from these submenus
<u>2.4.5 Multiple Ways</u> (Level AA) Also applies to: EN 301 549 Criteria • 9.2.4.5 (Web)	Supports	More than one way is available to locate web pages, except for pages that are the result of, or a step in, a process.

Criteria	Conformance Level	Remarks and Explanations
• 10.2.4.5 (Non-web document) – Does not apply • 11.2.4.5 (Open Functionality Software) – Does not apply • 11.2.4.5 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) 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		
<u>2.4.6 Headings and Labels</u> (Level AA) Also applies to: EN 301 549 Criteria • 9.2.4.6 (Web) • 10.2.4.6 (Non-web document)	Partially supports	All headings and labels appropriately describe the topic or purpose of their related content, with the following exception: • Multiple buttons on the Vocabulary

Criteria	Conformance Level	Remarks and Explanations
• 11.2.4.6 (Open Functionality Software) • 11.2.4.6 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		Tools page all have the same accessible name of "Add Word", making it extremely distinguish between each button when using a screen reader
2.4.7 Focus Visible (Level AA) Also applies to: EN 301 549 Criteria • 9.2.4.7 (Web) • 10.2.4.7 (Non-web document) • 11.2.4.7 (Open Functionality Software) • 11.2.4.7 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs)	Partially supports	All keyboard operable user interface components include an indication of keyboard focus, with some exceptions. These include: • Some controls do not visually indicate when they have received keyboard focus; examples include the "Select File" option that appears when changing one's avatar in the

Criteria	Conformance Level	Remarks and Explanations
Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		account settings, and the logo representing the name of the book in the common header of the Resources page (Chrome and Safari only)
2.4.11 Focus Not Obscured (Minimum) (Level AA 2.2 only) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Partially supports	For user interface components that receive focus, the component is not hidden entirely, with the following exception: • Some dialog boxes do not restrict keyboard focus to their contents, which can result in focus moving to focusable elements that are entirely hidden “behind” the dialog box; an example is the “All Clips” dialog box that appears on multi-video pages when the page is viewed as per the dimensions set out in 1.4.10 Reflow (Level AA)

Criteria	Conformance Level	Remarks and Explanations
<u>2.5.7 Dragging Movements</u> (Level AA 2.2 only)	Partially supports	Functionality that requires a dragging movement can be operated with a single pointer without dragging, with some exceptions. These include: • In the vText reader, notes can only be repositioned using dragging movements when using the mouse • In the vText reader, highlighting content using a pointing device like a mouse can only be achieved using dragging movements
<u>2.5.8 Target Size (Minimum)</u> (Level AA 2.2 only) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Partially supports	The size of targets for pointer inputs is at least 24 by 24 CSS pixels, with some exceptions. Examples include: • The controls to open the accent selector fall below the 24 by 24 CSS threshold, and there is no clearance between them

Criteria	Conformance Level	Remarks and Explanations
		and their adjacent text fields In the hotspot exploration activities, the controls used to change the language are insufficiently sizes, at 21px high, without any clearance between each control
<u>3.1.2 Language of Parts</u> (Level AA) Also applies to: EN 301 549 Criteria 9.3.1.2 (Web) 10.3.1.2 (Non-web document) 11.3.1.2 (Open Functionality Software) – Does not apply 11.3.1.2 (Closed Software) – Does not apply 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) Revised Section 508	Partially supports	The human language of each passage or phrase in the content of all pages can be programmatically determined, with some exceptions. These include: In some pages where the primary language is set to English, Spanish content is not consistently programmatically identified as being written in Spanish, and therefore screen readers will announce the text as if it were in

Criteria	Conformance Level	Remarks and Explanations
• 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		English; examples include link phrases in Spanish within the due date tables on the student dashboard, and some Spanish content within the Info dialog box that appears across activities • In some pages, content in English is marked up to be in Spanish, causing the content to be mispronounced by screen readers; one example relates to instructional content written in English within "Listen and Repeat" exercises that is conveyed with a Spanish accent by screen readers
<u>3.2.3 Consistent Navigation</u> (Level AA) Also applies to: EN 301 549 Criteria • 9.3.2.3 (Web)	Supports	Navigational mechanisms that are repeated on multiple web pages within a set of web pages occur in

Criteria	Conformance Level	Remarks and Explanations
• 10.3.2.3 (Non-web document) – Does not apply • 11.3.2.3 (Open Functionality Software) – Does not apply • 11.3.2.3 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) 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		the same relative order each time they are repeated.
<u>3.2.4 Consistent Identification</u> (Level AA) Also applies to: EN 301 549 Criteria • 9.3.2.4 (Web) • 10.3.2.4 (Non-web document) – Does not apply	Supports	All components that have the same functionality within a set of web pages are identified consistently.

Criteria	Conformance Level	Remarks and Explanations
• 11.3.2.4 (Open Functionality Software) – Does not apply • 11.3.2.4 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) 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		
<u>3.3.3 Error Suggestion</u> (Level AA) Also applies to: EN 301 549 Criteria • 9.3.3.3 (Web) • 10.3.3.3 (Non-web document) • 11.3.3.3 (Open Functionality Software)	Partially supports	For all automatically detected input errors where suggestions for correction are known, these suggestions are provided to the user, with the following exception: • The browser's native error handling is used

Criteria	Conformance Level	Remarks and Explanations
• 11.3.3.3 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		within the “Is your school not listed?” dialog box that appears when selecting a school; the related error messages are generic without clear guidance on how to resolve the error
<u>3.3.4 Error Prevention (Legal, Financial, Data)</u> (Level AA) Also applies to: EN 301 549 Criteria • 9.3.3.4 (Web) • 10.3.3.4 (Non-web document) • 11.3.3.4 (Open Functionality Software) • 11.3.3.4 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508	Supports	Due to the nature of educational software for the classroom, some forms do not allow students to correct their work immediately. However, educators can set the allowed number of attempts for most activity types or reset submitted work to allow a student to try again, regardless of activity type. This control is in the educator’s hands as it is in physical classrooms.

Criteria	Conformance Level	Remarks and Explanations
• 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		
<u>3.3.8 Accessible Authentication (Minimum)</u> (Level AA 2.2 only) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Supports	A cognitive function test is required to log in to the website (the user must know their username / email and password), but the login form does not prevent the user from copying and pasting in this information from elsewhere, such as from a password manager, nor does it prevent browsers from allowing the user to select their credentials from a list of previously stored credentials
<u>4.1.3 Status Messages</u> (Level AA 2.1 and 2.2) Also applies to: EN 301 549 Criteria • 9.4.1.3 (Web) • 10.4.1.3 (Non-web document) • 11.4.1.3 (Open Functionality Software)	Partially supports	In all content implemented using markup languages, status messages can be programmatically determined through role or properties such that they can be presented to the user by assistive technologies without receiving focus, with the following exception:

Criteria	Conformance Level	Remarks and Explanations
• 11.4.1.3 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply		• An equivalent for the icon-based loading message that appears when navigating between months on the Calendar page using the Previous and Next button isn't conveyed by screen readers when the icon visibly appears on the page • A non-visual equivalent for the progress bar in the "Connectivity Test" dialog box that appears in certain activities is not provided for people who use screen readers

Table 3: WCAG 2.x Success Criteria, Level AAA

Notes: The Vista Higher Learning website has not been evaluated for WCAG 2.1 Level AAA conformance.

Revised Section 508 Report

Notes:

Chapter 3: Functional Performance Criteria (FPC)

Notes: The mapping of WCAG 2.0 success criteria to the criteria in chapter is based on [Section 508: Mapping of WCAG 2.0 to Functional Performance Criteria](#).

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision	Partially supports	Refer to issues identified in the WCAG 2.0/2.1 section, specifically the following criteria: • 1.1.1 Non-text content • 1.2.3 Audio description or media alternative (prerecorded) • 1.2.5 Audio description (prerecorded) • 1.3.1 Info and relationships • 1.4.1 Use of color • 2.1.1 Keyboard • 2.2.1 Timing adjustable • 2.4.2 Page titled • 2.4.3 Focus order • 2.4.6 Headings and labels • 3.1.2 Language of parts • 3.2.2 On input

Criteria	Conformance Level	Remarks and Explanations
		• 3.3.1 Error identification • 3.3.2 Labels or instructions • 3.3.3 Error suggestion • 4.1.2 Name, role, value
302.2 With Limited Vision	Partially supports	Refer to issues identified in the WCAG 2.0/2.1 section, specifically the following criteria: • 1.1.1 Non-text content • 1.2.3 Audio description or media alternative (prerecorded) • 1.2.5 Audio description (prerecorded) • 1.3.1 Info and relationships • 1.4.1 Use of color • 1.4.3 Contrast (minimum) • 1.4.4 Resize text • 1.4.5 Images of text • 2.1.1 Keyboard • 2.2.1 Timing adjustable • 2.4.2 Page titled • 2.4.3 Focus order • 2.4.6 Headings and labels • 2.4.7 Focus visible

Criteria	Conformance Level	Remarks and Explanations
		• 3.1.2 Language of parts • 3.2.2 On input • 3.3.1 Error identification • 3.3.2 Labels or instructions • 3.3.3 Error suggestion • 4.1.2 Name, role, value
302.3 Without Perception of Color	Partially supports	Refer to issues identified in the WCAG 2.0/2.1 section, specifically the following criteria: • 1.4.1 Use of color • 1.4.3 Contrast (minimum) • 3.3.1 Error identification
302.4 Without Hearing	Partially supports	Refer to issues identified in the WCAG 2.0/2.1 section, specifically the following criteria: • 1.1.1 Non-text content • 3.1.2 Language of parts
302.5 With Limited Hearing	Partially supports	Refer to issues identified in the WCAG 2.0/2.1 section, specifically the following criteria: • 1.1.1 Non-text content • 3.1.2 Language of parts

Criteria	Conformance Level	Remarks and Explanations
302.6 Without Speech	Partially supports	Several activities require users to be able to listen and repeat, but no equivalent is provided for people who cannot repeat what they have heard
302.7 With Limited Manipulation	Partially supports	Refer to issues identified in the WCAG 2.0/2.1 section, specifically the following criteria: • 2.1.1 Keyboard • 2.2.1 Timing adjustable • 2.4.2 Page titled • 2.4.3 Focus order • 2.4.6 Headings and labels • 2.4.7 Focus visible • 3.3.3 Error suggestion • 4.1.2 Name, role, value
302.8 With Limited Reach and Strength	Supports	
302.9 With Limited Language, Cognitive, and Learning Abilities	Partially supports	Refer to issues identified in the WCAG 2.0/2.1 section, specifically the following criteria: • 1.1.1 Non-text content • 1.2.3 Audio description or media alternative (prerecorded)

Criteria	Conformance Level	Remarks and Explanations
		• 1.2.5 Audio description (prerecorded) • 1.3.1 Info and relationships • 1.4.1 Use of color • 1.4.5 Images of text • 2.1.1 Keyboard • 2.2.1 Timing adjustable • 2.4.2 Page titled • 2.4.3 Focus order • 2.4.6 Headings and labels • 2.4.7 Focus visible • 3.1.2 Language of parts • 3.2.2 On input • 3.3.1 Error identification • 3.3.2 Labels or instructions • 3.3.3 Error suggestion • 4.1.2 Name, role, value

Chapter 4: Hardware

Notes: The Vista Higher Learning website is not a hardware product.

Chapter 5: Software

Notes: While the Vista Higher Learning website is not software, it includes an authoring tool that is subject to the requirements of Section 504 Authoring Tools.

Criteria	Conformance Level	Remarks and Explanations
501.1 Scope – Incorporation of WCAG 2.0 AA	See WCAG 2.0/2.1 section	See information in WCAG 2.0/2.1 section
<u>502 Interoperability with Assistive Technology</u>		
502.2.1 User Control of Accessibility Features	Not applicable	The Vista Higher Learning website is not a software product
502.2.2 No Disruption of Accessibility Features	Not applicable	The Vista Higher Learning website is not a software product
502.3 Accessibility Services		
502.3.1 Object Information	Not applicable	The Vista Higher Learning website is not a software product
502.3.2 Modification of Object Information	Not applicable	The Vista Higher Learning website is not a software product
502.3.3 Row, Column, and Headers	Not applicable	The Vista Higher Learning website is not a software product
502.3.4 Values	Not applicable	The Vista Higher Learning website is not a software product
502.3.5 Modification of Values	Not applicable	The Vista Higher Learning website is not a software product
502.3.6 Label Relationships	Not applicable	The Vista Higher Learning website is not a software product

Criteria	Conformance Level	Remarks and Explanations
502.3.7 Hierarchical Relationships	Not applicable	The Vista Higher Learning website is not a software product
502.3.8 Text	Not applicable	The Vista Higher Learning website is not a software product
502.3.9 Modification of Text	Not applicable	The Vista Higher Learning website is not a software product
502.3.10 List of Actions	Not applicable	The Vista Higher Learning website is not a software product
502.3.11 Actions on Objects	Not applicable	The Vista Higher Learning website is not a software product
502.3.12 Focus Cursor	Not applicable	The Vista Higher Learning website is not a software product
502.3.13 Modification of Focus Cursor	Not applicable	The Vista Higher Learning website is not a software product
502.3.14 Event Notification	Not applicable	The Vista Higher Learning website is not a software product
502.4 Platform Accessibility Features	Not applicable	The Vista Higher Learning website is not a software product
<u>503 Applications</u>		
503.2 User Preferences	Not applicable	The Vista Higher Learning website is not a software product
503.3 Alternative User Interfaces	Not applicable	The Vista Higher Learning website is not a software product

Criteria	Conformance Level	Remarks and Explanations
503.4 User Controls for Captions and Audio Description		
503.4.1 Caption Controls	Not applicable	The Vista Higher Learning website is not a software product
503.4.2 Audio Description Controls	Not applicable	The Vista Higher Learning website is not a software product
<u>504 Authoring Tools</u>		
504.2 Content Creation or Editing (if not authoring tool, enter "not applicable")	See WCAG 2.0/2.1 section	See information in WCAG 2.0/2.1 section
504.2.1 Preservation of Information Provided for Accessibility in Format Conversion	Not applicable	The authoring tool does not provide conversion to alternative formats, or saving in multiple formats
504.2.2 PDF Export	Not applicable	The authoring tool does not support PDF export
504.3 Prompts	Not applicable	The authoring tool is limited to allowing the user to enter simple text, with little semantic customization. For this content, prompts are not relevant
504.4 Templates	Not applicable	The authoring tool does not provide templates

Chapter 6: Support Documentation and Services

Notes: The Documentation and Support Services for this product were not evaluated.

EN 301 549 Report

Notes:

Chapter 4: Functional Performance Statements (FPS)

Notes:

Criteria	Conformance Level	Remarks and Explanations
4.2.1 Usage without vision	Partially supports	Refer to issues identified in the WCAG 2.0/2.1 section, specifically the following criteria: • 1.1.1 Non-text content • 1.2.3 Audio description or media alternative (prerecorded) • 1.2.5 Audio description (prerecorded) • 1.3.1 Info and relationships • 1.4.1 Use of color • 2.1.1 Keyboard • 2.1.4 Character key shortcuts • 2.2.1 Timing adjustable • 2.4.2 Page titled • 2.4.3 Focus order • 2.4.6 Headings and labels • 2.5.3 Label in name • 3.1.2 Language of parts

Criteria	Conformance Level	Remarks and Explanations
		• 3.2.2 On input • 3.3.1 Error identification • 3.3.2 Labels or instructions • 3.3.3 Error suggestion • 4.1.2 Name, role, value • 4.1.3 Status messages
4.2.2 Usage with limited vision	Partially supports	Refer to issues identified in the WCAG 2.0/2.1 section, specifically the following criteria: • 1.1.1 Non-text content • 1.2.3 Audio description or media alternative (prerecorded) • 1.2.5 Audio description (prerecorded) • 1.3.1 Info and relationships • 1.4.1 Use of color • 1.4.3 Contrast (minimum) • 1.4.4 Resize text • 1.4.5 Images of text • 1.4.10 Reflow • 1.4.11 Non-text contrast • 1.4.13 Content on hover or focus

Criteria	Conformance Level	Remarks and Explanations
		• 2.1.1 Keyboard • 2.1.4 Character key shortcuts • 2.2.1 Timing adjustable • 2.4.2 Page titled • 2.4.3 Focus order • 2.4.6 Headings and labels • 2.4.7 Focus visible • 2.5.3 Label in name • 3.1.2 Language of parts • 3.2.2 On input • 3.3.1 Error identification • 3.3.2 Labels or instructions • 3.3.3 Error suggestion • 4.1.2 Name, role, value • 4.1.3 Status messages
4.2.3 Usage without perception of color	Partially supports	Refer to issues identified in the WCAG 2.0/2.1 section, specifically the following criteria: • 1.4.1 Use of color • 1.4.3 Contrast (minimum) • 1.4.11 Non-text contrast • 3.3.1 Error identification

Criteria	Conformance Level	Remarks and Explanations
4.2.4 Usage without hearing	Partially supports	Refer to issues identified in the WCAG 2.0/2.1 section, specifically the following criteria: • 1.1.1 Non-text content • 3.1.2 Language of parts
4.2.5 Usage with limited hearing	Partially supports	Refer to issues identified in the WCAG 2.0/2.1 section, specifically the following criteria: • 1.1.1 Non-text content • 3.1.2 Language of parts
4.2.6 Usage with no or limited vocal capability	Partially supports	Several activities require users to be able to listen and repeat, but no equivalent is provided for people who cannot repeat what they have heard
4.2.7 Usage with limited manipulation or strength	Partially supports	Refer to issues identified in the WCAG 2.0/2.1 section, specifically the following criteria: • 1.4.13 Content on hover or focus • 2.1.1 Keyboard • 2.1.4 Character key shortcuts • 2.2.1 Timing adjustable • 2.4.2 Page titled • 2.4.3 Focus order

Criteria	Conformance Level	Remarks and Explanations
		• 2.4.6 Headings and labels • 2.4.7 Focus visible • 2.5.3 Label in name • 3.3.3 Error suggestion • 4.1.2 Name, role, value
4.2.8 Usage with limited reach	Supports	
4.2.9 Minimize photosensitive seizure triggers	Supports	
4.2.10 Usage with limited cognition, language or learning	Partially supports	Refer to issues identified in the WCAG 2.0/2.1 section, specifically the following criteria: • 1.1.1 Non-text content • 1.2.3 Audio description or media alternative (prerecorded) • 1.2.5 Audio description (prerecorded) • 1.3.1 Info and relationships • 1.3.5 Identify input purpose • 1.4.1 Use of color • 1.4.5 Images of text • 2.1.1 Keyboard • 2.1.4 Character key shortcuts

Criteria	Conformance Level	Remarks and Explanations
		• 2.2.1 Timing adjustable • 2.4.2 Page titled • 2.4.3 Focus order • 2.4.6 Headings and labels • 2.4.7 Focus visible • 2.5.3 Label in name • 3.1.2 Language of parts • 3.2.2 On input • 3.3.1 Error identification • 3.3.2 Labels or instructions • 3.3.3 Error suggestion • 4.1.2 Name, role, value • 4.1.3 Status messages
4.2.11 Privacy	Supports	

Chapter 5: Generic Requirements

Notes: The Vista Higher Learning website is not a closed functionality product and is therefore not subject to the Closed Functionality criteria described in this Chapter.

Chapter 6: ICT with Two-Way Voice Communication

Notes:

Criteria	Conformance Level	Remarks and Explanations
6.1 Audio bandwidth for speech	Supports	
6.2 Real-time text (RTT) functionality		
6.2.1.1 RTT communication	Supports	
6.2.1.2 Concurrent voice and text	Supports	
6.2.2.1 Visually distinguishable display	Supports	
6.2.2.2 Programmatically determinable send and receive direction	Supports	
6.2.2.3 Speaker identification	Supports	
6.2.2.4 Visual indicator of Audio with RTT	Does not support	A real-time visual indicator of audio activity is not displayed
6.2.3 Interoperability	Supports	
6.2.4 RTT responsiveness	Supports	
6.3 Caller ID	Supports	
6.4 Alternatives to voice-based services	Not applicable	The two-way voice communication features do not provide voice mail, auto-attendant, or interactive voice response facilities
6.5 Video communication		

Criteria	Conformance Level	Remarks and Explanations
6.5.1 General (informative)		
6.5.2 Resolution	Supports	
6.5.3 Frame rate	Supports	
6.5.4 Synchronization between audio and video	Supports	
6.5.5 Visual indicator of audio with video	Does not support	A real-time visual indicator of audio activity is not displayed
6.5.6 Speaker identification with video (sign language) communication	Not applicable	The two-way voice communication features do not provide speaker identification for voice users
6.6 Alternatives to video-based services (advisory only)		

Chapter 7: ICT with Video Capabilities

Notes:

Criteria	Conformance Level	Remarks and Explanations
7.1 Caption processing technology		
7.1.1 Captioning playback	Supports	
7.1.2 Captioning synchronization	Supports	
7.1.3 Preservation of captioning	Supports	
7.1.4 Captions characteristics	Does not support	There is no way provided to adapt the display of captions
7.1.5 Spoken subtitles	Not applicable	Spoken subtitles are only required in cases where the subtitle language is different from the language spoken in the video, which is not the case in this website
7.2.1 Audio description playback	Not applicable	Audio descriptions are not provided
7.2.2 Audio description synchronization	Not applicable	Audio descriptions are not provided
7.2.3 Preservation of audio description	Not applicable	Audio descriptions are not provided
7.3 User controls for captions and audio description	Supports	

Chapter 8: Hardware

Notes: The Vista Higher Learning website is not a hardware product.

Chapter 9: Web

See the WCAG 2.x Report section.

Chapter 10: Non-Web Documents

Notes:

Criteria	Conformance Level	Remarks and Explanations
10.0 General (informative)		
10.1.1.1 through 10.4.1.3	See WCAG 2.0/2.1 section	See information in WCAG 2.0/2.1 section
10.5 Caption positioning	Supports	The captions in synchronized media do not obscure relevant information in the synchronized media
10.6 Audio description timing	Not applicable	The synchronized media does not include any audio descriptions

Chapter 11: Software

Notes: While the Vista Higher Learning website is not software, it includes an authoring tool that is subject to the requirements of Section 11.8 Authoring tools.

Criteria	Conformance Level	Remarks and Explanations
11.0 General (informative)		
11.1.1.1 through 11.4.1.3	See WCAG 2.0/2.1 section	See information in WCAG 2.0/2.1 section
11.5 Interoperability with assistive technology		
11.5.1 Closed functionality		
11.5.2 Accessibility services		
11.5.2.1 Platform accessibility service support for software that provides a user interface	See 11.5.2.5 through 11.5.2.17	See information in 11.5.2.5 through 11.5.2.17
11.5.2.2 Platform accessibility service support for assistive technologies	See 11.5.2.5 through 11.5.2.17	See information in 11.5.2.5 through 11.5.2.17
11.5.2.3 Use of accessibility services	See information in 11.5.2.5 through 11.5.2.17	See information in 11.5.2.5 through 11.5.2.17
11.5.2.4 Assistive technology	Not applicable	The Vista Higher Learning website is not a software product
11.5.2.5 Object information	Not applicable	The Vista Higher Learning website is not a software product
11.5.2.6 Row, column, and headers	Not applicable	The Vista Higher Learning website is not a software product

Criteria	Conformance Level	Remarks and Explanations
11.5.2.7 Values	Not applicable	The Vista Higher Learning website is not a software product
11.5.2.8 Label relationships	Not applicable	The Vista Higher Learning website is not a software product
11.5.2.9 Parent-child relationships	Not applicable	The Vista Higher Learning website is not a software product
11.5.2.10 Text	Not applicable	The Vista Higher Learning website is not a software product
11.5.2.11 List of available actions	Not applicable	The Vista Higher Learning website is not a software product
11.5.2.12 Execution of available actions	Not applicable	The Vista Higher Learning website is not a software product
11.5.2.13 Tracking of focus and selection attributes	Not applicable	The Vista Higher Learning website is not a software product
11.5.2.14 Modification of focus and selection attributes	Not applicable	The Vista Higher Learning website is not a software product
11.5.2.15 Change notification	Not applicable	The Vista Higher Learning website is not a software product
11.5.2.16 Modifications of states and properties	Not applicable	The Vista Higher Learning website is not a software product
11.5.2.17 Modifications of values and text	Not applicable	The Vista Higher Learning website is not a software product
11.6 Documented accessibility usage		

Criteria	Conformance Level	Remarks and Explanations
11.6.1 User control of accessibility features	Not applicable	The Vista Higher Learning website is not a software product
11.6.2 No disruption of accessibility features	Not applicable	The Vista Higher Learning website is not a software product
11.7 User preferences	Not applicable	The Vista Higher Learning website is not a software product
11.8 Authoring tools		
11.8.1 Content technology		
11.8.2 Accessible content creation	See WCAG 2.0/2.1 section. (If not authoring tool, enter "Not Applicable")	See information in WCAG 2.0/2.1 section
11.8.3 Preservation of accessibility information in transformations	Not applicable	The authoring tool does not provide restructuring transformations or re-coding transformations
11.8.4 Repair assistance	Not applicable	The authoring tool does not check for requirements against clause 9 (Web) or 10 (Non-web documents)
11.8.5 Templates	Not applicable	The authoring tool does not provide templates

Chapter 12: Documentation and Support Services

Notes: The Documentation and Support Services for this product were not evaluated.

Chapter 13: ICT Providing Relay or Emergency Service Access

Notes: The Vista Higher Learning website does not offer ICT Providing Relay or Emergency Service Access and is therefore not subject to the requirements of this section.

Legal Disclaimer

- This document is provided for information purposes only and the contents hereof are subject to change without notice.
- This document addresses the Vista Higher Learning, Inc. (“Vista”) product(s) named herein, only, and describes Vista’s ability to support the applicable standards/guidelines, subject to our interpretation of those standards/ guidelines and the comments in this document. (the “Accessibility Guidelines”).
- The information set forth in this document is based on the results of third-party testing of each named product against the foregoing Accessibility Guidelines.
- Vista does not warrant that this document is error free, nor does it provide any other warranties or conditions, whether expressed orally or implied in law, including implied warranties and conditions of merchantability or fitness for a particular purpose. Vista specifically disclaims any liability with respect to this document and no contractual obligations are formed either directly or indirectly by this document. Vista further makes no representation concerning (i) the ability of assistive technologies or other products to interoperate with Vista products or (ii) the accessibility of any Vista product through any third-party learning management system or other delivery platform.
- The named products are designed to be used with, and have been tested with, a Google Chrome browser version 125 or later under Microsoft® Windows combined with JAWS® 2018 or later and a Safari browser version 16 or later combined with VoiceOver under MacOS 13 or later. For updated system requirement information, visit <https://support.vhlcentral.com/hc/en-us/articles/213224788-VHL-Central-Technical-Requirements>.

Exhibit E

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.

**SECOND AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN VISTA HIGHER LEARNING, INC.
AND POUDRE SCHOOL DISTRICT R-1**

This Second Amendment ("Amendment") effective as of the 28th day of March 2024, is attached to and forms part of the Software Services Agreement between and Poudre School District R-1 (the "District") and Vista Higher Learning, Inc. (the "Contractor") executed August 30, 2022 and the First Amendment to the Agreement executed June 14, 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 July 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 August 1, 2024 through July 31, 2025.
3. **Amended Responsibilities.**
 - 3.1. Exhibit B is deleted hereby in its entirety.
 - 3.2. Replace Exhibit B with the Contractor's 2024 Quote No. 2401145153 Version 1, hereby attached to the Amendment and made part of this Agreement.
 - 3.3. The total cost for the added Services on the attached Exhibit B is Eight Thousand, Nine Hundred Ninety-Four Dollars and No Cents (\$8,994.00), due and payable by the District thirty (30) days after receipt of the Contractor's invoice.
 - 3.4. Add Exhibit D with Contractor's VPAT, WCAG Edition, Version 2.3 hereby attached to this Second Amendment and made part of this Agreement.
 - 3.5. Within section 11, 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 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.

VISTA HIGHER LEARNING, INC.

POUDRE SCHOOL DISTRICT R-1

By: Jason A. Jordan
Authorized Signature
Title: EVP Technology

By: R David Montoya
R. David Montoya
Chief Finance Officer

By: Traci Gile
Traci Gile, PhD
Assistant Superintendent

Exhibit B



COST PROPOSAL

Quote Prepared On January 29, 2024
Quote Valid Through October 15, 2024
Quote No. 2401145152
Version No. 1

Prepared For

Poudre School District
1502 S Timberline Road
Fort Collins, CO 80524

Prepared By

Jonathan Gregory
jgregory@vistahigherlearning.com
3032492037
Vista Higher Learning
500 Boylston St, Suite 620
Boston, MA 02116-3736

Temas 3e & AP Spanish 3e					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
80	978-1-54339-096-4	Temas 3e Supersite Plus + AP Spanish 3e Supersite Plus (1 year license)	\$74.95	\$5,996.00	\$5,996.00

Themes 2e					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
40	978-1-54335-773-8	Themes 2e Supersite Plus(1 year license) + AP French Supersite Plus(1 year license)	\$74.95	\$2,998.00	\$2,998.00

Total Cost	\$8,994.00
Est. Shipping (0%)	\$0.00
Est. Grand Total Cost	\$8,994.00

Ordering Instructions

- Purchase Orders will be processed upon receipt and will be invoiced for the full "Total Cost" amount as shown above as well as the actual final Shipping charges required for your shipment, where applicable. Please note that the "Est. Shipping" amount shown above is an estimate only and may be different than the final charges applied.
- When submitting your Purchase Order, please be sure to attach:
 - A copy of this Quote
 - If applicable, a copy of your signed and dated tax exemption certificate
- To place your order, please contact Customer Support:

Vista Higher Learning
500 Boylston Street, Suite 620
Boston, MA 02116
Email: orders@vistahigherlearning.com
Phone: (800) 269-6311, option 3
Fax: (617) 426-5215

Terms of Purchase



COST PROPOSAL

Quote Prepared On January 29, 2024
Quote Valid Through October 15, 2024
Quote No. 2401145152
Version No. 1

By accepting a Quote, initiating a Purchase Order to us, entering into a separate agreement with us, and/or ordering online content, you are agreeing to these Terms of Purchase. The Vista Higher Learning Terms of Purchase shall govern all sales of materials and online content and shall supersede any and all terms and conditions attached to your Purchase Orders and/or any other document that you present to Vista Higher Learning, which shall be considered as a confirmation only and the terms and conditions shall in no way amend, prevail over, supplement or supersede any term or condition hereof.

- **Terms of Use:** All sales of Vista Higher Learning materials and online content are expressly made subject to the Vista Higher Learning Terms of Use: https://www.vhlcentral.com/terms_of_use.
- **Return Policy:** Returns of Vista Higher Learning materials and online content are subject to the Vista Higher Learning Return Policy: <https://vistahigherlearning.com/return-policy>.
- **Tax:** Prices included within this Quote are exclusive of all applicable taxes, which are the responsibility of the Customer. Customer must provide documentation of tax-exempt status, if applicable.
- **Subscription Term:** For digital product license purchases, the duration of access being purchased based on the product license selection outlined in the Quote above will be considered the Subscription Term.
- **Term Dates:** Subscription Terms are aligned to an academic year calendar and will start as of the next upcoming academic year following the receipt of a Purchase Order, unless otherwise requested by Customer. All product licenses will have the same start and end dates aligned with the Subscription Term.
- **Unused Licenses:** All product licenses must be used within the purchased Subscription Term. Unused licenses during the purchased Subscription Term are not refundable or eligible for credit.
- **Licensing Add-ons:** If purchasing additional license quantities and/or licensing level upgrades to be added onto an existing base of product licenses, the additional quantities and/or upgrades will be applied beginning with the currently active Subscription Term, unless otherwise requested by Customer. All product licenses must maintain the same start and end dates aligned with the Subscription Term, with any additional quantities and/or upgrades matching the current expiration date of the existing Subscription Term in place.

Thank you for your business!

Exhibit D

Vista Higher Learning Accessibility Conformance Report

WCAG Edition

VPAT® Version 2.3 – December 2018

Name of Product/Version: Vista Higher Learning Supersite and Portales / Prime (2020 and later)

Product Description: Online language learning course.

Date: December 1, 2022

Contact information: Direct general requests to accessibility@vistahigherlearning.com. Direct specific requests or questions to Jason Jordan, EVP of Technology, jjordan@vistahigherlearning.com or 978-764-3387.

Notes: While Vista, through development and testing, strives to make our print and digital products and services accessible to all users, regardless of abilities, occasional defects may occur. Vista assigns user-reported accessibility defects the same priority as is assigned for defects with a similar effect for all users. User may report accessibility defects to accessibility@vistahigherlearning.com.

Evaluation Methods Used: VHL partners with Qualitest (formerly QA Infotech), an ISO 9001:2008, 20000-1:2011, 27001:2013 and CMMI Level III certified company that specializes in providing independent quality assurance and accessibility software testing for large and small companies, including many in the educational technology industry. QA/T pairs sighted and non-sighted test engineers together to help ensure product testing mirrors the actual user experience for our learning solutions. Learn more about Qualitest's testing approach at <https://www.qualitestgroup.com/>.

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, at http://www.w3.org/TR/2008/REC-WCAG20-20081211/	Level A (Yes) Level AA (Yes) Level AAA (No)
Web Content Accessibility Guidelines 2.1 at https://www.w3.org/TR/WCAG21/	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.x Report

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

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
<u>1.1.1 Non-text Content</u> (Level A)	Supports	
<u>1.2.1 Audio-only and Video-only (Prerecorded)</u> (Level A)	Supports	
<u>1.2.2 Captions (Prerecorded)</u> (Level A)	Supports	
<u>1.2.3 Audio Description or Media Alternative (Prerecorded)</u> (Level A)	Supports	
<u>1.3.1 Info and Relationships</u> (Level A)	Partially Supports	Some course content, due to its pedagogical design, may lack proper heading information. VHL provides documentation within the Supersite programs and on request for activities for which this is present.
<u>1.3.2 Meaningful Sequence</u> (Level A)	Supports	
<u>1.3.3 Sensory Characteristics</u> (Level A)	Supports	Certain types of content, for pedagogical reasons, may rely on selected sensory perception to complete. Alternative conformant activities that achieve substantially the same learning purpose are available as replacements. VHL provides documentation within the Supersite programs and on request for activities for which this is present.
<u>1.4.1 Use of Color</u> (Level A)	Supports	In certain activities, color cues are used to specify correct/incorrect feedback. However, a text based correct/incorrect feedback for Tick/Cross symbol is available as an alternative for screen reader users
<u>1.4.2 Audio Control</u> (Level A)	Supports	
<u>2.1.1 Keyboard</u> (Level A)	Supports	
<u>2.1.2 No Keyboard Trap</u> (Level A)	Supports	
<u>2.1.4 Character Key Shortcuts</u> (Level A 2.1 only)	Supports	
<u>2.2.1 Timing Adjustable</u> (Level A)	Supports	The instructor can remove timings for timed assessments on a per-student basis.
<u>2.2.2 Pause, Stop, Hide</u> (Level A)	Supports	
<u>2.3.1 Three Flashes or Below Threshold</u> (Level A)	Supports	
<u>2.4.1 Bypass Blocks</u> (Level A)	Supports	

Criteria	Conformance Level	Remarks and Explanations
<u>2.4.2 Page Titled</u> (Level A)	Supports	
<u>2.4.3 Focus Order</u> (Level A)	Supports	
<u>2.4.4 Link Purpose (In Context)</u> (Level A)	Supports	
<u>2.5.1 Pointer Gestures</u> (Level A 2.1 only)	Supports	
<u>2.5.2 Pointer Cancellation</u> (Level A 2.1 only)	Supports	
<u>2.5.3 Label in Name</u> (Level A 2.1 only)	Supports	
<u>2.5.4 Motion Actuation</u> (Level A 2.1 only)	Supports	
<u>3.1.1 Language of Page</u> (Level A)	Supports	
<u>3.2.1 On Focus</u> (Level A)	Supports	
<u>3.2.2 On Input</u> (Level A)	Supports	
<u>3.3.1 Error Identification</u> (Level A)	Supports	
<u>3.3.2 Labels or Instructions</u> (Level A)	Supports	
<u>4.1.1 Parsing</u> (Level A)	Supports	
<u>4.1.2 Name, Role, Value</u> (Level A)	Supports	

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
<u>1.2.4 Captions (Live)</u> (Level AA)	Not applicable	Courses do not include live media.
<u>1.2.5 Audio Description (Prerecorded)</u> (Level AA)	Supports	
<u>1.3.4 Orientation</u> (Level AA 2.1 only)	Supports	
<u>1.3.5 Identify Input Purpose</u> (Level AA 2.1 only)	Supports	Appropriate labels & instructions are available in different course activities to specify the type & purpose of different form fields that accepts user input.
<u>1.4.3 Contrast (Minimum)</u> (Level AA)	Supports	
<u>1.4.4 Resize text</u> (Level AA)	Supports	

Criteria	Conformance Level	Remarks and Explanations
<u>1.4.5 Images of Text</u> (Level AA)	Partially Supports	Some text, for pedagogical reasons such as handwriting practice, are presented as images. VHL provides documentation within the Supersite programs and on request for activities for which this is present.
<u>1.4.10 Reflow</u> (Level AA 2.1 only)	Supports	
<u>1.4.11 Non-text Contrast</u> (Level AA 2.1 only)	Supports	
<u>1.4.12 Text Spacing</u> (Level AA 2.1 only)	Supports	
<u>1.4.13 Content on Hover or Focus</u> (Level AA 2.1 only)	Supports	
<u>2.4.5 Multiple Ways</u> (Level AA)	Supports	
<u>2.4.6 Headings and Labels</u> (Level AA)	Supports	
<u>2.4.7 Focus Visible</u> (Level AA)	Supports	
<u>3.1.2 Language of Parts</u> (Level AA)	Supports	
<u>3.2.3 Consistent Navigation</u> (Level AA)	Supports	
<u>3.2.4 Consistent Identification</u> (Level AA)	Supports	
<u>3.3.3 Error Suggestion</u> (Level AA)	Supports	
<u>3.3.4 Error Prevention (Legal, Financial, Data)</u> (Level AA)	Supports	
<u>4.1.3 Status Messages</u> (Level AA 2.1 only)	Supports	

Table 3: Success Criteria, Level AAA

Notes:

Criteria	Conformance Level	Remarks and Explanations
<u>1.2.6 Sign Language (Prerecorded)</u> (Level AAA)	Not Evaluated	
<u>1.2.7 Extended Audio Description (Prerecorded)</u> (Level AAA)	Not Evaluated	
<u>1.2.8 Media Alternative (Prerecorded)</u> (Level AAA)	Not Evaluated	
<u>1.2.9 Audio-only (Live)</u> (Level AAA)	Not Evaluated	
<u>1.3.6 Identify Purpose</u> (Level AAA 2.1 only)	Not Evaluated	
<u>1.4.6 Contrast Enhanced</u> (Level AAA)	Not Evaluated	
<u>1.4.7 Low or No Background Audio</u> (Level AAA)	Not Evaluated	
<u>1.4.8 Visual Presentation</u> (Level AAA)	Not Evaluated	
<u>1.4.9 Images of Text (No Exception) Control</u> (Level AAA)	Not Evaluated	
<u>2.1.3 Keyboard (No Exception)</u> (Level AAA)	Not Evaluated	
<u>2.2.3 No Timing</u> (Level AAA)	Not Evaluated	
<u>2.2.4 Interruptions</u> (Level AAA)	Not Evaluated	
<u>2.2.5 Re-authenticating</u> (Level AAA)	Not Evaluated	
<u>2.2.6 Timeouts</u> (Level AAA 2.1 only)	Not Evaluated	
<u>2.3.2 Three Flashes</u> (Level AAA)	Not Evaluated	
<u>2.3.3 Animation from Interactions</u> (Level AAA 2.1 only)	Not Evaluated	
<u>2.4.8 Location</u> (Level AAA)	Not Evaluated	
<u>2.4.9 Link Purpose (Link Only)</u> (Level AAA)	Not Evaluated	
<u>2.4.10 Section Headings</u> (Level AAA)	Not Evaluated	
<u>2.5.5 Target Size</u> (Level AAA 2.1 only)	Not Evaluated	
<u>2.5.6 Concurrent Input Mechanisms</u> (Level AAA 2.1 only)	Not Evaluated	
<u>3.1.3 Unusual Words</u> (Level AAA)	Not Evaluated	
<u>3.1.4 Abbreviations</u> (Level AAA)	Not Evaluated	
<u>3.1.5 Reading Level</u> (Level AAA)	Not Evaluated	

Criteria	Conformance Level	Remarks and Explanations
<u>3.1.6 Pronunciation</u> (Level AAA)	Not Evaluated	
<u>3.2.5 Change on Request</u> (Level AAA)	Not Evaluated	
<u>3.3.5 Help</u> (Level AAA)	Not Evaluated	
<u>3.3.6 Error Prevention (AII)</u> (Level AAA)	Not Evaluated	

Legal Disclaimer (Company)

- This document is provided for information purposes only and the contents hereof are subject to change without notice.
- This document addresses the Vista Higher Learning, Inc. ("Vista") product(s) name herein, only, and describes the extent to which each named product conforms to the Web Content Accessibility Guidelines (WCAG) 2.1 'A' and 'AA' levels as described at <http://www.w3.org/TR/WCAG20/>, and the applicable accessibility requirements of the technical regulations, 36 C.F.R. part 1194, which implement Section 508 of the Rehabilitation Act, 29 U.S.C. § 794d, subject to the E202 general exceptions to Section 508 of the Rehabilitation Act of 1973 codified at 36 C.F.R. 1194 App. A.E202 (2018) and available at <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines#E202-general-exceptions> (the "Accessibility Guidelines").
- For presentation purposes, this document uses a format similar to the Voluntary Product Accessibility Template, or VPAT®. There are three columns in the tables. The first column contains each of the WCAG 2.0 A and AA Success Criteria or Section 508 criteria; the second column indicates whether the product meets the criterion, and the third column contains remarks about the product with regard to the criterion, including known defects, if any. The information set forth in this document is based on the results of third party testing of each named product against the foregoing Accessibility Guidelines.
- Vista does not warrant that this document is error free, nor does it provide any other warranties or conditions, whether expressed orally or implied in law, including implied warranties and conditions of merchantability or fitness for a particular purpose. Vista specifically disclaims any liability with respect to this document and no contractual obligations are formed either directly or indirectly by this document. Vista further makes no representation concerning (i) the ability of assistive technologies or other products to interoperate with Vista products or (ii) the accessibility of any Vista product through any third party learning management system or other delivery platform.
- The named products are designed to be used with, and have been tested with, a Google Chrome browser version 60 or later under Microsoft® Windows combined with JAWS® 2018 or later and a Safari browser version 11 or later combined with VoiceOver under MacOS 10.6 or later. For updated system requirement information, visit <https://support.vhlcentral.com/hc/en-us/articles/213224788-VHL-Central-Technical-Requirements>

Signature: *Dr. Traci Gile*

Email: tgile@psdschools.org

Signature: *R. David Montoya*

Email: davem@psdschools.org

**FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN VISTA HIGHER LEARNING, INC.
AND POUDRE SCHOOL DISTRICT R-1**

This First Amendment ("Amendment") dated the 14th day of June 2023, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and Vista Higher Learning, Inc. (the "Contractor") executed August 30, 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:

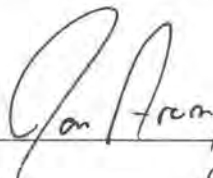
1. **Purpose of Amendment.** This Amendment shall constitute the First Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Term of Agreement.**
 - 2.1. At the conclusion of the term dated 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, 2024.
3. **Amended Responsibilities.**
 - 3.1. Exhibit B is deleted hereby in its entirety.
 - 3.2. Replace Exhibit B with Contractor's 2023-24 Quote No. 2303115368 Version No. 1, hereby attached to this Amendment and made part of this Agreement.
 - 3.3. The total cost for the added Services on the attached Exhibit B is Ten-Thousand, Twenty-Three Dollars and Eighty-Five Cents (\$10,023.85), due and payable by the District thirty (30) days after receipt of the Contractor's invoice.
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.

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

VISTA HIGHER LEARNING, INC.

POUDRE SCHOOL DISTRICT R-1

By:  Aram, CEO
Jon Aram
Chief Executive Officer 6/15/2023

By: R David Montoya
R David Montoya (Jun 20, 2023 09:48 MDT)
R. David Montoya
Chief Finance Officer

By: John Passantino
John Passantino (Jun 20, 2023 08:45 MDT)
John Passantino
Director of Curriculum

Exhibit B



COST PROPOSAL

Quote Prepared On March 29, 2023
Quote Valid Through October 15, 2023
Quote No. 2303115368
Version No. 1

Prepared For

Poudre School District
1502 S Timberline Road
Fort Collins, CO 80524

Prepared By

Jonathan Gregory
jgregory@vistahigherlearning.com
3032492037
Vista Higher Learning
500 Boylston St, Suite 620
Boston, MA 02116-3736

AP Spanish

Qty	Item Number	Description	Unit Price	Total Value	Total Cost
53	978-1-54330-408-4	AP Spanish Supersite Plus (1 year license)	\$44.95	\$2,382.35	\$2,382.35

Temas

Qty	Item Number	Description	Unit Price	Total Value	Total Cost
120	978-1-54330-422-0	Temas Supersite Plus (1 year license)	\$44.95	\$5,394.00	\$5,394.00

Themes 1e

Qty	Item Number	Description	Unit Price	Total Value	Total Cost
50	978-1-54332-573-7	Themes 1e Supersite Plus (1 year license)	\$44.95	\$2,247.50	\$2,247.50

Total Cost	\$10,023.85
Est. Shipping (0%)	\$0.00
Est. Grand Total Cost	\$10,023.85

Ordering Instructions

- Purchase Orders will be processed upon receipt and will be invoiced for the full "Total Cost" amount as shown above as well as the actual final Shipping charges required for your shipment, where applicable. Please note that the "Est. Shipping" amount shown above is an estimate only and may be different than the final charges applied.
- When submitting your Purchase Order, please be sure to attach:
 - A copy of this Quote
 - If applicable, a copy of your signed and dated tax exemption certificate
- To place your order, please contact Customer Support:

Vista Higher Learning
500 Boylston Street, Suite 620
Boston, MA 02116
Email: orders@vistahigherlearning.com
Phone: (800) 269-6311, option 3
Fax: (617) 426-5215



COST PROPOSAL

Quote Prepared On March 29, 2023
Quote Valid Through October 15, 2023
Quote No. 2303115368
Version No. 1

Terms of Purchase

By accepting a Quote, initiating a Purchase Order to us, entering into a separate agreement with us, and/or ordering online content, you are agreeing to these Terms of Purchase. The Vista Higher Learning Terms of Purchase shall govern all sales of materials and online content and shall supersede any and all terms and conditions attached to your Purchase Orders and/or any other document that you present to Vista Higher Learning, which shall be considered as a confirmation only and the terms and conditions shall in no way amend, prevail over, supplement or supersede any term or condition hereof.

- **Terms of Use:** All sales of Vista Higher Learning materials and online content are expressly made subject to the Vista Higher Learning Terms of Use: https://www.vhlcentral.com/terms_of_use.
- **Return Policy:** Returns of Vista Higher Learning materials and online content are subject to the Vista Higher Learning Return Policy: <https://vistahigherlearning.com/return-policy>.
- **Tax:** Prices included within this Quote are exclusive of all applicable taxes, which are the responsibility of the Customer. Customer must provide documentation of tax-exempt status, if applicable.
- **Subscription Term:** For digital product license purchases, the duration of access being purchased based on the product license selection outlined in the Quote above will be considered the Subscription Term.
- **Term Dates:** Subscription Terms are aligned to an academic year calendar and will start as of the next upcoming academic year following the receipt of a Purchase Order, unless otherwise requested by Customer. All product licenses will have the same start and end dates aligned with the Subscription Term.
- **Unused Licenses:** All product licenses must be used within the purchased Subscription Term. Unused licenses during the purchased Subscription Term are not refundable or eligible for credit.
- **Licensing Add-ons:** If purchasing additional license quantities and/or licensing level upgrades to be added onto an existing base of product licenses, the additional quantities and/or upgrades will be applied beginning with the currently active Subscription Term, unless otherwise requested by Customer. All product licenses must maintain the same start and end dates aligned with the Subscription Term, with any additional quantities and/or upgrades matching the current expiration date of the existing Subscription Term in place.

Thank you for your business!

**SOFTWARE SERVICES AGREEMENT
BETWEEN VISTA HIGHER LEARNING, INC.
AND POUDRE SCHOOL DISTRICT R-1**

This Software Services Agreement ("Agreement") is entered into this 30th day of August 2022, by and between Poudre School District R-1 (the "District") and Vista Higher Learning Inc. (the "Contractor"). The District and the Contractor are collectively referenced herein as the "parties." In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term of Agreement.

1.1. This Agreement shall commence on the date first set forth above and continue through and including July 31, 2023, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms.

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

1.3. Notwithstanding the provisions of sections 2.1 and 2.2 above, either party may terminate this Agreement at any time in that party's sole discretion for any reason, with or without cause, by providing the other party with thirty (30) days' advance written notice. In the event of such termination: (a) the District shall pay Contractor for all Services.

2. Deliverables and Purchase Price.

2.1. The Contractor shall make its online learning platform that provides digital solution for language and culture for use in the District, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the "Services").

2.2. The total cost for all Services under this contract as set forth on the attached Exhibit B, shall not exceed Ten Thousand, Four Hundred, Twenty-Eight and Forty Cents (\$10,428.40), due and payable thirty (30) days from receipt of Contractor's invoice.

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

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

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

- 2.4.1. The Contractor shall provide the contact in section 9 a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.
- 2.4.2. Site-based credit cards and/or site-based restricted checks shall not be permitted for payment.
- 2.4.3. Services provided by Contractor without conforming to section 2.4 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.
- 2.4.4. Contractor shall assure compliance with the District Policy DJG/DJGA, attached as Exhibit C and hereby made part of this Agreement, direct communication with schools or sales must be approved by contact in section 9 of this agreement.

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

- 2.5.1. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Payment for Services not approved by the District in writing, shall not be considered valid and the District will not be responsible for covering associated costs. Invoices will generally be paid within thirty (30) days following the District representative's approval.
- 2.5.2. Invoices which do not conform with the agreement will be paid thirty (30) days from receipt of a revised and corrected invoice.
- 2.5.3. All invoices must be submitted within 30 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.
- 2.5.4. Invoices shall be sent to ap@psdschools.org.
- 2.5.5. **Tax Exemption.** The District is exempt from federal and state taxes under Colorado Tax Exempt Number 98-03335.
- 2.5.6. If the contract results in the right to use an asset, the Contractor shall provide the District, if requested, documentation necessary to facilitate

the District's compliance with the Governmental Accounting Standards Board ("GASB") issued GASB Statement No. 87, Leases.

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

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

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

3. **Definitions.**

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

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

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

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

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

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

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

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

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

5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in CIS Critical Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives,

including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 to -112. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

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

6. Use of Confidential Student Records and Information.

6.1. Under the Contract, Contractor may access, view, collect, generate and/or use confidential student records and information only under the following terms and conditions: (a) 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 Contract; and (d) at the conclusion of the term of the Contract 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 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 Contractor re-identify or attempt to re-identify any de-identified confidential student records and information.

6.3. Contractor shall promptly furnish to the District upon request all confidential student records and information collected and/or generated by Contractor 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 to -206 ("CORA"). The District, not Contractor, 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

Vista Higher Learning, Inc.
Attn: Jon Aram
500 Boylston Street, Suite 620
Boston, MA 02116-3736
Email:
jaram@vistahigherlearning.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.

13.1. Notwithstanding anything to the contrary in this Agreement and subject to C.R.S. § 22-1-135, in no event will either party be liable for indirect, special, punitive, exemplary or consequential loss or damages; provided that (1) any limitation of liability shall be subject to any prohibition in any state constitution or any other law, and (2) in no event and under no circumstances shall anything in this Section or in this Agreement limit the liability of Contractor or any other person for bodily injury, death, or damage to property of the public school contracting entity or a public school directly benefited by or supported by the public school contract that is caused by the negligence or willful misconduct of Contractor or of Contractor's employees or agents

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

15. **General Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS AGREEMENT WAS INTENTIONALLY LEFT BLANK.

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

VISTA HIGHER LEARNING, INC.

POUDRE SCHOOL DISTRICT R-1

Jon
Aram
By: _____
Digitally signed
by Jon Aram
Date: 2022.08.31
17:48:59 -04'00'

Jon Aram
Chief Executive Officer

By: R. David Montoya

R. David Montoya
Executive Director of Finance

By: John Passantino

John Passantino
Director of Curriculum

Exhibit A

•Provide a detailed formal description of the product and scope of work to be completed.	Products Offered: Online language learning platform that provides teachers with course management tools and students with learning activities and assessments. The platform is capable of supporting various types of system integrations, including Clever, OneRoster CSV, and LTI 1.3 Advantage. The platform also supports various types of SSO, including SAML, GoogleAuth, Clever, and LTI 1.3 Advantage. Scope of Work: Vista Higher Learning will provide the district with student licenses to the online learning environment. VHL will also provide Customer Service and Technical support via email, phone and live chats for the teachers. We will also provide 2 trainings for implementation consisting of no more than 3 hours each at no additional cost. The trainings may be in-person or virtual.
•What Student Data is collected through the use of the system? <i>-List all Student Data that is collected, maintained, generated, or inferred through use of service.</i> <i>-This includes information created or collected by the company.</i>	See Exhibit A
•What is the purpose for collecting Student Data?	See Exhibit A
•What third parties does the vendor partner with, who may receive Student Data in any format? <i>-This includes storage and vendors receiving encrypted data.</i>	See Exhibit B
•What is the purpose of these third-party partners?	Vista Higher Learning may share information with affiliates and third party service providers who assist us in operating our business, servicing our website, or supporting the product experience. These providers have agreed to protect confidential customer information consistent with Vista Higher Learning's data protection policies and state and federal law.
•If your system allow integration for rostering? If so, how is that completed?	VHL supports four methods of rostering: 1. Manual account creation and rostering

Exhibit A

Data Collected	General Purpose of Data Collected
VHL-created Global Unique ID (GUID)	Application logging & technical support
IP Address	Application logging & technical support
Login / time of access	Application logging & technical support
Browser type and version	Application logging & technical support
OS type and version	Application logging & technical support
Device	Application logging & technical support
Geo-location (Country and City)	Application logging & technical support
School / Course name	Rostering information
First / Last name	Rostering information
Username and Password	Required for unique product access – unnecessary if a school-based SSO option is used
Date of Birth (Year Only)	COPPA compliance
Student Email	Contact information for teacher
Assessment item submissions, scores, and time spent	Teacher data collection and student performance feedback and evaluation
Practice / Learning activity submissions, scores, and time spent	Teacher data collection and student performance feedback and evaluation
Audio and Video recordings for Practice / Learning activities	Teacher data collection and student performance feedback and evaluation
Text-based messaging and discussion boards	Student collaboration, teacher data collection and student performance feedback and evaluation
Document uploads	Teacher data collection and student performance feedback and evaluation
Student help or score requests	Course support, provided by teachers for students
Custom vocabulary words	Student learning and study

Exhibit B

Vendor	URL	Purpose
OneLink	webhelp.com	Technical and customer support services
AltaVista	support.vhlcentral.com/hc/en-us	Technical and customer support services
PubNub	www.pubnub.com	Cloud-based text messaging and user identification support for partner and group video synchronous chat activities
TokBox (Vonage)	id.tokbox.com/login	Cloud-based video recording for partner and group synchronous chat activities
Datadog	www.datadoghq.com	Cloud-based application monitoring and logging
AWS Amazon	aws.amazon.com	Cloud-based platform, data, and content hosting
Clever	www.clever.com	Student rostering services

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