FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT BETWEEN CEV MUTLIMEDIA AND POUDRE SCHOOL DISTRICT R-1

This First Amendment ("Amendment") effective December 27, 2024, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and CEV Multimedia (the "Contractor") executed October 28, 2024 ("Agreement"), hereby attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Agreement by adding the following language:

1. <u>Purpose of Amendment.</u> This Amendment shall constitute the Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the deliverables between the District and Contractor.

2. Amended Responsibilities.

2.1. Attached is Exhibit B-1 with Contractor's quote Q-58066, hereby attached to this First Amendment and made part of this Agreement.

Special Provisions.

2.2. <u>Terms and Conditions.</u> With the exception of items explicitly delineated in this First Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.

3. General Provisions.

- 3.1. 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.
- 3.2. <u>Signatures</u>. 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.

CEV MUTLMEDIA, LLC

POUDRE SCHOOL DISTRICT R-1

R David Montoya (Jan 6, 2025 20:

R David Montoya (Jan 6, 2025 20:51 MST)
By:

Bryce Moore VP of Business Operations R. David Montoya Chief Finance Officer

By: Tanya Alcaraz (Jan 6, 2025 14:44 MST

Tanya Alcaraz Director of Career and Innovation





CEV Multimedia, LLC 1020 SE Loop 289 Lubbock, TX 79404 Phone 800/922-9965 * 806/745-8820 Fax 800/243-6398 E-Mail customersupport@icevonline.com

BILL TO

Poudre School District 2407 Laporte Ave Fort Collins, Colorado 80521

SHIP TO

Poudre School District Dakota Johnson djohnson@psdschools.org Alex Castruita acastruita@psdschools.org

Quote: Q-58066

Start Date: 1/1/2025 **End Date:** 8/31/2025

Today's Date: 12/19/2024

Purchase Order No.	Customer ID	Salesperson ID	Territory ID	Pavment Terms
Pending	POUD0001	CO01	iCEV-CTE	Net 30

Qty	Item #	Description	Term	Ext. Price
50	TK-000050-1	CO - Turnkey Package 1 Subject 1 Teachers	8	\$1,833.50
25		CO - Student Licenses	8	\$0.00
		CO - Agriculture		
60	800-000	CO - Certification Vouchers		\$2,400.00
	•	•	TOTAL:	\$4,233.50

iCEVonline.com CANCELLATION & REFUND POLICY

No charge for cancellation within 30 days of receipt of purchase order. **No cancellation or refund** after 30 days of receipt of purchase order.

Quote valid for 90 days

SOFTWARE SERVICES AGREEMENT BETWEEN CEV MULTIMEDIA, LTD AND POUDRE SCHOOL DISTRICT R-1

This Software Services Agreement ("Agreement") is entered into this 28th day of October 2024, by and between Poudre School District R-1 (the "District") and Amira Learning (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 June 1st, 2024, and continue through and including July 31, 2025. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, upon a written mutually agreed upon amendment for each one-year term.
- 1.2. Notwithstanding any other term or provision of this Agreement, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 June 30) an Agreement is in effect. In no event, shall the District's obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
- 1.3. **Termination For Cause.** Notwithstanding the provisions of section 1.1 and 1.2 above, if either party is in breach of an obligation or covenant under this Agreement the non-breaching party may give written notice to the breaching party describing the breach and demanding that it be cured. If the breach is not cured within seven (7) days after the breaching party's receipt of said notice, the non-breaching party may immediately terminate the Agreement and avail itself of any and all remedies available at law or in equity.
- 1.4. **Termination Without Cause.** Notwithstanding the provisions of sections 1.1, 1.2 and 1.3 above, the District or the Contractor may terminate this Agreement at any time in its sole discretion for any reason, with or without cause, by giving the other party thirty (30) days' advance written notice of the termination.

2. <u>Deliverables and Purchase Price.</u>

The Contractor shall make its software available for use in the District, in accordance with the scope of work set forth in the attached Exhibit B (hereinafter the "Services").

- 2.1. The pricing for all Services under this Agreement shall not exceed that as set forth in the attached Exhibit B, due and payable thirty (30) days from receipt of Contractor's invoice.
 - 2.1.1. Additional Services purchases shall not exceed the pricing outlined in Exhibit B.

- 2.2. 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.
- 2.3. 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. Contractor shall maintain compliance with federal, state and local laws as pertains to accessibility for persons with disabilities, including but not limited to Colorado House Bill 21-1110, for the length of the Agreement and all extensions.
- 2.5. <u>Invoicing.</u> The District utilizes an online vendor portal to collect, validate, and manage vendor information, including but not limited to tax identification verification, sanction monitoring, receipt of W9 and other required forms. Prior to the issuance of a purchase order or payment, the Contractor will be required to complete the online registration process through the online vendor portal, which shall include the Contractor providing all required documentation, and receiving approval of the submission of all documentation, including but not limited to, taxpayer identification number and bank account verification.
 - 2.1.1. Contractor will provide invoices for the Services at the rate specified in 2.1. Invoices for Services provided shall be submitted directly to the District's accounts payable department within thirty (30) days of completion of Services. Invoices for such Services shall include (a) date on which Services were provided, (b) the District Location for which the Service were provided, (c) details of Products delivered, (d) and if issues, a purchase order number.
 - 2.1.2. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Payment for Services not approved by the District in writing, shall not be considered valid and the District will not be responsible for covering associated costs. Invoices will generally be paid within thirty (30) days following the District representative's approval.
 - 2.1.3. Invoices which do not conform with the agreement will be paid thirty (30) days from receipt of a revised and corrected invoice.
 - 2.1.4. All invoices must be submitted within 30 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 June 30.
 - 2.1.5. Invoices shall be sent to ap@psdschools.org.

- 2.1.6. The District is a political subdivision of the State of Colorado and considered a governmental entity for tax classification purposes. The District is exempt from city, county, and state sales tax. The District's state tax exempt number is 98-03335 and the District's Federal Tax Identification Number (TIN) is 84-6013733.
- 2.1.7. If the contract results in the right to use an asset, the Contractor shall provide the District, if requested, documentation necessary to facilitate the District's compliance with the Governmental Accounting Standards Board ("GASB") issued GASB Statement No. 87, Leases.
- 2.6. The Contractor grants the District a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit authorized users to access and use the Services solely in the United States during the term of the Agreement.
- 2.7. The District shall access and use the Services solely for non-commercial instructional and administrative purposes within the District. Further, the District shall not, except as expressly authorized or directed by the Contractor: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Services, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer Services or otherwise use the Services to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Services; (d) rent, lease or lend the Services or use the Services for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Services; or (f) permit any authorized user or third party to do any of the foregoing. The District also agrees that any works created in violation of this section are derivative works, and, as such, the District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.
- 2.8. The District agrees, subject to the limited rights expressly granted hereunder, that all rights, title and interest in and to all Services, including all related IP Rights, are and shall remain the sole and exclusive property of Contractor or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. The District shall notify Contractor of any violation of Contractor's IP Rights in the Services, and shall reasonably assist Contractor as necessary to remedy any such violation. Contractor Services are protected by patents.
- 2.9. The District understands and agrees that its students' access to and use of the Services under this Agreement may require that it disclose confidential student records and information, as that term is defined below, to the Contractor. The Contractor understands and agrees that if it fails to comply with any of the requirements under sections 4, 5, 6 or 7 below at any time during or after the term of this Agreement the District may, as applicable, terminate the Agreement and/or disqualify the Contractor from future agreements with the District.

3. Definitions.

- 3.1. As used in this Agreement, "personally identifiable information" is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student's name; (b) the name of the student's parent or other family members; (c) the address or phone number of the student or student's family; (d) personal identifiers such as the student's social security number, student number or biometric record; and (e) indirect identifiers such as the student's date of birth, place of birth or mother's maiden name.
- 3.2. As used in this Agreement, "education records" is defined as records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as the Contractor.
- 3.3. As used in this Agreement, "confidential student records and information" is defined as education records and personally identifiable information concerning District students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by the Contractor. Confidential student records and information does not include "de-identified confidential student records and information," as defined in section 3.5 below.
- 3.4. As used in this Agreement, "collect" is defined as the gathering of data and other information by any means, including but not limited to the use of logs, cookies, tracking pixels, etc.
- 3.5. As used in this Agreement, "de-identified confidential student records and information" is defined as confidential student records and information from which all personally identifiable information, and the ability to determine any personally identifiable information, is removed.
- 3.6. As used in this Agreement, "securely destroy" is defined as removing confidential student records and information from the Contractor's systems, paper files, hard-copy and electronic records, databases and any other media regardless of format, in accordance with the standard detailed in the National Institute of Standards and Technology ("NIST") SP 800-88 Guidelines for Media Sanitization, so that the confidential student records and information are permanently irretrievable in the Contractor's normal course of business.
- 3.7. As used in this Agreement, "eligible student" is defined as a student who is at least 18 years of age or who is legally emancipated.
- 4. Ownership of Confidential Student Records, Information. All confidential student records and information shall remain the exclusive property of the District and all rights, title and interest in the confidential student records and information, including but not limited to intellectual property rights in the confidential student records and information, belong to and are retained solely by the District. The District hereby grants to the Contractor a limited, nonexclusive license to access, view, collect, generate and use confidential student records and information solely for the purpose of performing its obligations under this Agreement.

5. Security of Confidential Student Records and Information.

- 5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in CIS Critical Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 to -112. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.
- 5.2. The Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. The Contractor shall promptly notify the District in the event of: (a) any security or privacy breach concerning confidential student records and information; and/or (b) any use or disclosure of student personally identifiable information not authorized under this Agreement.

<u>6.</u> <u>Use of Confidential Student Records and Information.</u>

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

securely destroy all confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.

- 6.3. Contractor and Subcontractors may use de-identified confidential student records and information for purposes of research, the improvement of its products and services, and/or the development of new products and services. In no event shall the Contractor or Subcontractors re-identify or attempt to re-identify any de-identified confidential student records and information.
- 6.4. Contractor and Subcontractors shall promptly furnish to the District upon request all confidential student records and information they have collected and/or generated and not in the District's possession. Such requests may include but shall not be limited to those made in order to respond to parent/guardian and eligible student requests to inspect and review education records as authorized under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and/or under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 *et seq.* ("CORA"). The District, not the Contractor or Subcontractors, shall respond to all parent/guardian and eligible student requests to inspect and review records, data and other information.
- 7. School Service Contract Provider. If Contractor is a "school service contract provider" under the Colorado Student Data Transparency and Security Act (the "Act"), the Contract is amended to add the language in this section 7. Under the Act, a "school service contract provider" is defined as an entity (other than the Colorado Department of Education, a K-12 public education entity or an institution of higher education) that enters into a formal, negotiated contract with the District to provide a "school service." Under the Act, a "school service" is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a preschool, elementary school or secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses confidential student records and information.
- 7.1. As a school service contract provider under the Act, the Contractor has provided the following information the attached Exhibit A: (a) the data elements of confidential student records and information that Contractor collects under the Contract, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and (c) how the Contractor uses and shares the confidential student records and information. Contractor shall update this information as necessary to maintain accuracy.
- 7.2. Contractor shall facilitate the District's access to and correction of any factually inaccurate confidential student records and information as required in response to correction requests from parents/guardians and eligible students.
- **8.** Remedies. If Contractor fails to comply with any of the foregoing requirements in sections 4, 5, 6 or 7 at any time during or after the term of the Agreement the District may, as

applicable, terminate the Agreement and/or disqualify Contractor from future contracts and subcontracts with the District.

- 9. Accessibility Standards. The Contractor shall comply with and the Services provided under this agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the State of Colorado's Governor's Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. The Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- 9.1. The Contractor shall ensure compliance by providing a Voluntary Product Accessibility Template (VPAT) using the current template available here: https://www.section508.gov/sell/vpat/.
- 9.2. If Contractor has provided this information by the time of contract execution, it is contained in Exhibit C, hereby attached and made part of this Agreement.
- <u>10.</u> <u>Access to District Server.</u> If access to any District server is necessary for the functionality of the Contractor's services. Upon written approval by the Executive Director of Information Technology or designee, the District grants the Contractor limited access to the District server for the sole purpose of providing Services.
- 9.1. The Contractor agrees to protect the confidentiality, integrity and availability of all electronic District or student information at all times.
- 9.2. The Contractor agrees to take proper steps to ensure the security of the device in which they connect to the District's systems remotely. The Contractor agrees not to copy information accessed remotely to local devices and or portable devices. Printing information is not permitted unless specific authorization has been granted.
- 9.3. The Contractor shall not share passwords, codes, credentials or user accounts with others.
- 9.4. The Contractor shall have a valid and up-to-date antivirus agent installed to ensure protection against malware and viruses upon connection to the District network.
- 9.5. The Contractor acknowledges that if the District determines in its discretion that remote access has been compromised by unauthorized parties, or that remote access has been misused, the Contractor's access will be disabled or terminated immediately.
- <u>11.</u> <u>Notices and Communications.</u> 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: Contract Administrator 2407 LaPorte Avenue Fort Collins, CO 80521

E-mail: contracts@psdschools.org

CEV Multimedia LLC Attn: Angela Daly 1020 SE Loop 289 Lubbock, TX 79404

Email: Angela.Daly@icevonline.com

12. 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 twelve (12) shall not reduce the indemnification liability that Provider has assumed in section thirteen (13).

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.

The insurance shall 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.
- 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.
- <u>14.</u> <u>Governmental Immunity.</u> 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.

- <u>14.1.</u> <u>No Assignment.</u> 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.
- <u>14.2.</u> <u>No Waiver.</u> 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.

- <u>14.3.</u> <u>Press Contacts/News Releases.</u> 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.
- <u>14.4.</u> <u>Amendment or Modification.</u> 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.
- <u>14.5.</u> 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.
- <u>14.6.</u> <u>Survival of Certain Contract Terms.</u> 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.
- <u>14.7.</u> <u>Governing Law and Venue.</u> All issues regarding the formation, performance and/or legal enforcement of the Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the Contract shall be in Larimer County, Colorado.
- 14.8. No Third-Party Beneficiary. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.
- <u>**14.9.**</u> <u>**Binding Arbitration Prohibited.**</u> The District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary is null and void.
- 14.10. Severability Clause. Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.
- <u>14.11.</u> <u>Attorney Fees and Costs.</u> 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.

- <u>14.12.</u> <u>Binding Effect.</u> This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.
- <u>14.13.</u> <u>Headings.</u> The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.
- <u>14.14.</u> 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.
- <u>14.15.</u> <u>Signatures.</u> This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.
- **14.16.** Warranty of Authority. The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

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

By:

By:

By:

Bryce Moore
Title: VP of Business Operations

POUDRE SCHOOL DISTRICT R-1

R David Montoya
R David Montoya (Nov 13, 2024 14:24 MST)

R. David Montoya
Chief Finance Officer

By: Tanya Alcaraz (Nov 13, 2024 13:19 MST)

Tanya Alcaraz
Director of Career and Innovation





Poudre School District

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.

iCEV is an online platform for delivering Career and Technical Education curriculum. iCEV utilizes teacher licenses to access course content. Also, student licenses are available which allow students to log in to the system, view content, complete interactive activities, quizzes and assessments, as well as complete industry certification programs.

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

Student first and last name, email address, security question and answer combination, grades;

Student	Teacher	Admin	Meta Data
First and Last Name	First and Last Name	First and Last Name	IP address
email (not required)	email	email	

3. What is the purpose of collecting student data?
Use of the site; account identification

- 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.

MS Azure; Learnosity, Kaltura

What is the purpose of the third-party partners?
 MS Azure- Hosting; Learnosity- Assessment Technology; Kaltura- Video streaming

- 6. Please provide:
 - Current quote (if available)
 - Tiered pricing for future purchases
 - Name and email for contract notices Bryce Moore, bryce.moore@icevonline.com
 - Name and title of person who will sign the contract Bryce Moore- VP of Business Operations
 - Does the system allow integration for rostering?
 - Yes No

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

SSO is available at the beginning of the school year via integration with Clever or ClassLink.

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
Access Time	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
Browser Type	technical support
Browser Version	User research to improve the experience & provide
Browser Version	technical support
Contest Points	Used for teacher data collection
Device ID	User research to improve the experience & provide
Device ib	technical support
Device Type & OS	User research to improve the experience & provide
Device Type & 05	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
ii /idaicss	technical support
Lesson Questions	Used for teacher data collection
Correct/Incorrect	Oscarior teacher data concension
Lesson Scores	Used for teacher data collection
Machine Model	User research to improve the experience & provide
Macimic Made.	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/class- room	Student rostering
Salesforce	salesforce.com	CRM





CEV Multimedia, LLC 1020 SE Loop 289 Lubbock, TX 79404 **Phone** 800/922-9965 * 806/745-8820 **Fax** 800/243-6398 * 806/745-5300 **E-Mail** customersupport@icevonline.com

BILL TO

Poudre School District 2407 Laporte Ave Fort Collins, Colorado 80521 SHIP TO

Poudre School District Sadie Nelson sadien@psdschools.org

Quote: Q-39425

Today's Date: 8/7/2024 Start Date: 9/1/2024 End Date: 8/31/2025

Purchase Order No.	Customer ID	Salesperson ID	Territory ID	Payment Terms
Pending	POUD0001	CO01	iCEV-CTE	Net 30

Qty	Item #	Description	Term	Ext. Price
75		CO - 1 Subject 2 Teachers	12	\$3,112.50
		CO - Agriculture	12	\$0.00
			TOTAL:	\$3,112.50

iCEVonline.com CANCELLATION & REFUND POLICY

No charge for cancellation within 30 days of receipt of purchase order. **No cancellation or refund** after 30 days of receipt of purchase order.

Quote valid for 90 days





Voluntary Product Accessibility (VPAT) WCAG 2.1 & Revised Section 508 Edition

for
CEV Multimedia, LLC
ICEV Platform
2024

Prepared by: Criterion 508 Solutions, Inc.

Tel: (888) 508-EXPERTS (3973) | Info@Criterion508.com HUB Tower, 699 Walnut St., Suite 400-611 Des Moines, IA 50309-3962

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Executive Summary

Contact Information

Company Name: CEV Multimedia, LLC
Company Contact Name: Clayton Franklin

Company Contact Email: clayton.franklin@icevonline.com

Scope of Evaluation

iCEV Platform: URL: https://login.icevonline.com/login

Applicable Guidelines: WCAG 2.1 Levels A & AA and Revised Section 508

Supported Browsers:

• Chrome Version 121.0.x

Safari Version 17.1

• Edge Version 121.0.x

Assistive Technologies Used in Testing:

- JAWS[®] 2023 Professional Screen Reading Software
- NVDA 2023.1 Screen Reading Software
- ZoomText 2022
- Chrome Accessibility Developer Tools and extensions
- Windows High Contrast Mode
- HTML5 Validator
- a11y Tools
- Keyboard-Only Accessibility Testing
- Sort Site 2023 (v. 6.49) Website Accessibility Testing Software

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Conformance Levels

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

- **Supports**: The product's functionality has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Supports with Exceptions**: Some product functionality does not meet the criterion.
- **Does Not Support**: Most product functionality does not meet the criterion.
- **Not Applicable:** The criterion does not apply to the product.
- **Not Evaluated**: The product has not been evaluated against the criterion (This can be used only in WCAG 2. x Level AAA).

Applicable Standards/Guidelines

This report covers the degree of conformance with the following accessibility standards/guidelines:

Standard/Guideline	Included in Report
Web Content Accessibility Guidelines 2.0, at http://www.w3.org/TR/2008/REC-WCAG20-20081211/ Web Content Accessibility Guidelines 2.1 at https://www.w3.org/TR/WCAG21/	Level A (Yes) Level AA (Yes) Level AAA (No)
Revised Section 508 standards as published by the U.S. Access Board in the Federal Register on January 18, 2017 Corrections to the ICT Final Rule as published by the US Access Board in the Federal Register on January 22, 2018	(Yes)

WCAG 2.1 Report

Tables 1 and 2 also document conformance with:

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

Note: When reporting on conformance with the WCAG 2.1 Success Criteria, they are scoped for entire pages, complete processes, and accessibility-supported technology use as documented in the <u>WCAG 2.1 Conformance Requirements</u>.

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Conclusion

CEV Multimedia, LLC's iCEV Platform "Supports" revised Section 508 and WCAG 2.1 A & AA guidelines. See the tables starting on page 7 for details.

Sincerely,

Anna Bradley M.S., Ed.S

President

Criterion 508 Solutions, Inc.



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Table 1: Success Criteria, Level A

Notes: None

MCAC 2 4 Citorio		Domonto and Explanations
WCAG 2.1 Citelia	COMPONIATION PART	nelliains alla Explanations
1.1.1 Non-text Content (Level A)	Web: Supports	All non-text content presented to the user has a text
Revised Section 508		alternative that serves the equivalent purpose.
501 (Web)(Software)		
504.2 (Authoring Tool)		
• 602.3 (Support Docs)		
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Web: Supports	For prerecorded audio-only and prerecorded video-only
Revised Section 508		media, the following are true, except when the audio or
501 (Web)(Software)		video is a media alternative for text and is clearly
• 504.2 (Authoring Tool)		labeled as such: (Level A)
602.3 (Support Docs)		
		Prerecorded Audio-only: An alternative for time-based
		media presents equivalent information for prerecorded
		מתמוס-טוויץ כטוונפוווי.
		Prerecorded Video-only: An alternative for time-based
		media or an audio track presents equivalent information
		for prerecorded video-only content.
1.2.1 Captions (Prerecorded) (Level A)	Web: Not Applicable	Captions are provided for all prerecorded audio content
Revised Section 508		in synchronized media, except when the media is a
501 (Web)(Software)		media alternative for text and is clearly labeled as such.
504.2 (Authoring Tool)		
 602.3 (Support Docs) 		
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Web: Not Applicable	An alternative for time-based media or audio
Revised Section 508		description of the prerecorded video content is
501 (Web)(Software)		provided for synchronized media. except when the
• 504.2 (Authoring Tool)		media is a media alternative for text and is clearly
602.3 (Support Docs)		aheled

		-
WCAG 2.1 Criteria	Contormance Level	Remarks and Explanations
1.3.1 Info and Relationships (Level A)	Web: Supports	Information, structure, and relationships conveyed
Revised Section 508		through presentation can be programmatically
• 501 (Web)(Software)		determined or are available in text.
504.2 (Authoring Tool)		
 602.3 (Support Docs) 		
1.3.2 Meaningful Sequence (Level A)	Web: Supports	When the sequence in which content is presented
Revised Section 508		affects its meaning, a correct reading sequence can be
• 501 (Web)(Software)		programmatically determined.
504.2 (Authoring Tool)		
602.3 (Support Docs)		
1.3.3 Sensory Characteristics (Level A)	Web: Supports	Instructions for understanding and operating content do
Revised Section 508		not rely solely on sensory characteristics of components
• 501 (Web)(Software)		such as shape, size, visual location, orientation, or
504.2 (Authoring Tool)		sound.
 602.3 (Support Docs) 		
1.4.1 Use of Color (Level A)	Web: Supports	Color is not the only visual means of conveying
Revised Section 508		information, indicating an action, prompting a response,
501 (Web)(Software)		or distinguishing a visual element.
504.2 (Authoring Tool)		
 602.3 (Support Docs) 		
1.4.2 Audio Control (Level A)	Web: Supports	If any audio on a Web page plays automatically for more
Revised Section 508		than 3 seconds, either a mechanism to pause or stop
501 (Web)(Software)		the audio or a mechanism to control the audio volume
504.2 (Authoring Tool)		independently from the overall system volume level is
 602.3 (Support Docs) 		available.
2.1.1 Keyboard (Level A)	Web: Supports	The content's entire functionality is operable through a
Revised Section 508		keyboard interface without requiring specific timings for
 501 (Web)(Software) 		individual keystrokes, except where the underlying
504.2 (Authoring Tool)		function requires input that depends on the path of the
 602.3 (Support Docs) 		user's movement and not just the endpoints.

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WCAG 2.1 Criteria	Colliorillarice Level	Remarks and Explanations
2.1.2 No Keyboard Trap (Level A)	Web: Supports	If keyboard focus can be moved to a page component
Revised Section 508		using a keyboard interface, then focus can be moved
• 501 (Web)(Software)		away from that component using only a keyboard
504.2 (Authoring Tool)		interface. If it requires more than an unmodified arrow
 602.3 (Support Docs) 		or tab keys or other standard exit methods, the user is
		advised of the method for moving focus away.
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Web: Not Applicable	If a keyboard shortcut is implemented in content using
Revised Section 508		only letters (including upper- and lower-case letters),
• 501 (Web)(Software)		punctuation, numbers, or symbol characters, then at
• 504.2 (Authoring Tool)		least one of the following is true:
602.3 (Support Docs)		
		Turn off
		A mechanism is available to turn the shortcut off.
		Reman
		A mechanism is available to remap the shortcut to use
		one or more non-printable keyboard characters (e.g.,
		Ctrl, Alt, etc.).
		Active calves focus
		The keyboard shortcut for a user interface component is
		only active when that component has focus.

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2.1.1 Timing Adjustable (Level A) Revised Section 508 • 501 (Web)(Software)	
revised section sos• 501 (Web)(Software)• EOA 2 / Authoring Tool)	For each time limit that is set by the content, at least
• EOA 2 (A.++boring Tool)	one of the following is thus.
304.2 (Autrioling 1001)	Turn off: The user is allowed to turn off the time limit
602.3 (Support Docs)	before encountering it or
	Adjust: The user is allowed to adjust the time limit
	before encountering it over a wide range that is at least ten times the length of the default setting or
	Extend: The user is warned before time expires and
	given at least 20 seconds to extend the time limit with a
	simple action (tor example, "press the space bar"), and
	the user is allowed to extend the time limit at least ten
	times; or
	Real-time Exception: The time limit is a required part of
	a real-time event (for example, an auction), and no
	alternative to the time limit is possible or
	Essential Exception: The time limit is essential, and
	extending it would invalidate the activity or
	20-Hour Exception: The time limit is longer than 20
	hours.

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	-	- -
WCAG Z.1 Criteria	Contormance Level	Remarks and Explanations
2.1.2 Pause, Stop, Hide (Level A) Revised Section 508	Web: Not Applicable	For moving, blinking, scrolling, or auto-updating information, all the following are true: (Level A)
• 501 (Web)(Software)		Moving blinking scrolling. For any moving blinking or
• 602.3 (Support Docs)		scrolling information that (1) starts automatically, (2)
		lasts more than five seconds, and (3) is presented in parallel with other content. there is a mechanism for
		the user to pause, stop, or hide it unless the movement,
		blinking, or scrolling is part of an activity where it is
		בססכוונומי, מוות
		Auto-updating: For any auto-updating information that
		(1) starts automatically and (2) is presented in parallel
		with other content, there is a mechanish for the user to pause, stop, or hide it or to control the frequency of the
		update unless the auto-updating is part of an activity where it is essential.
2.3.1 Three Flashes or Below Threshold (Level A)	Web: Not Applicable	Web pages do not contain anything that flashes more
Revised Section 508		than three times in any one second, or the flash is below
501 (Web)(Software)		the general flash and red flash thresholds.
504.2 (Authoring Tool)		
602.3 (Support Docs)		
2.4.1 Bypass Blocks (Level A)	Web: Supports	A mechanism is available to bypass content blocks
Revised Section 508		repeated on multiple Web pages.
 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 		
2.4.2 Page Titled (Level A)	Web: Supports	Web pages have titles that describe the topic or
Revised Section 508		purpose.
• 501 (Web)(Software)		
• 504.2 (Authoring Tool)		
602.3 (Support Docs)		

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		1
WCAG 2.1 Criteria	Contormance Level	Remarks and Explanations
	Web: Supports	If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation,
 501 (Web)(Software) 504.2 (Authoring Tool) 		tocusable components receive tocus in an order that preserves meaning and operability.
• 602.3 (Support Docs)		
2.4.4 Link Purpose (In Context) (Level A)	Web: Supports	The purpose of each link can be determined from the
Revised Section 508		link text alone or the link text together with its
• 501 (Web)(Software)		programmatically determined link context, except
• 504.2 (Authoring Tool)		where the purpose of the link would be ambiguous to
602.3 (Support Docs)		users in general.
2.5.1 Pointer Gestures (Level A 2.1 only)	Web: Not Applicable	All functionality that uses multipoint or path-based
		gestures can be operated with a single pointer without a
		path-based gesture unless a multipoint or path-based
		gesture is essential.
2.5.2 Pointer Cancellation (Level A 2.1 only)	Web: Not Applicable	For functionality that can be operated using a single
		pointer, at least one of the following is true:
		No Down-Event
		The down-event of the pointer is not used to
		באברמום מווא המור סו נוום ומורנוסוו.
		Abort or Undo
		Completion of the function is on the up-event,
		and a mechanism is available to abort the
		function before completion or to undo the
		function after completion.
		• Up Reversal
		The up-event reverses any outcome of the
		preceding down-event.
		Essential
		Completing the function on the down-event is
		essential.

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		:
WCAG 2.1 Criteria	Contormance Level	Remarks and Explanations
2.5.3 Label in Name (Level A 2.1 only)	Web: Supports	For user interface components with labels that include text or images of text, the name contains the text presented visually.
2.5.4 Motion Actuation (Level A 2.1 only)	Web: Not Applicable	Functionality that can be operated by device motion or user motion can also be operated by user interface components, and responding to the motion can be disabled to prevent accidental actuation, except when:
		 Supported Interface The motion is used to operate functionality through an accessibility-supported interface.
		 Essential The motion is essential for the function, and doing so would invalidate the activity.
 3.1.1 Language of Page (Level A) Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Supports	The default human language of each Web page can be programmatically determined.
 3.2.1 On Focus (Level A) Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Supports	When any component receives focus, it does not initiate a change of context.
3.2.6 Consistent Help (Level A)	Web: Supports	If a Web page contains any of the following help mechanisms repeated on multiple Web pages within a set of Web pages, they occur in the same order relative to other page content unless the user initiates a change.
 3.2.1 On Input (Level A) Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Supports	Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component.

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WCAG 2 4 Critoria	love Loancarofuo J	Domarke and Evnlanations
WCAC 2.1 Cilicina	COINCINIAINCE LEVEL	Inclinative alla Enplatiatione
3.3.1 Error Identification (Level A)	Web: Supports	If an input error is automatically detected, the item in
Revised Section 508		error is identified, and the error is described to the user
 501 (Web)(Software) 		in text.
504.2 (Authoring Tool)		
• 602.3 (Support Docs)		
3.3.2 Labels or Instructions (Level A)	Web: Supports	Labels or instructions are provided when content
Revised Section 508		requires user input.
 501 (Web)(Software) 		
504.2 (Authoring Tool)		
 602.3 (Support Docs) 		
3.3.7 Redundant Entry (Level A)	Web: Supports	Information previously entered by or provided to the
		user that is required to be entered again in the same
		process is either:
		auto-populated, or
		 available for the user to select.
4.1.1 Parsing (Level A) Removed for WCAG 2.1	Removed in WCAG 2.1	Not Applicable
4.1.2 Name, Role, Value (Level A)	Web: Supports	For all user interface components (including but not
Revised Section 508		limited to form elements, links, and components
 501 (Web)(Software) 		generated by scripts), the name and role can be
504.2 (Authoring Tool)		programmatically determined; states, properties, and
 602.3 (Support Docs) 		values that the user can set can be programmatically
		set; and notification of changes to these items is
		available to user agents, including assistive
		technologies.

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Table 2: Success Criteria, Level AA

Notes:

citotic	Conformance evel	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Web: Not Applicable	Captions are provided for all live audio content in
Revised Section 508		synchronized media.
501 (Web)(Software)		
504.2 (Authoring Tool)		
 602.3 (Support Docs) 		
1.2.5 Audio Description (Prerecorded) (Level AA)	Web: Not Applicable	Audio description is provided for all prerecorded video
Revised Section 508		content in synchronized media.
501 (Web)(Software)		
• 504.2 (Authoring Tool)		
602.3 (Support Docs)		
1.3.4 Orientation (Level AA 2.1 only)	Web: Not Applicable	Content does not restrict its view and operation to a
		single display orientation, such as portrait or landscape,
		unless a specific display orientation is essential.
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Web: Supports	The purpose of each input field collecting information
		about the user can be programmatically determined
		when:
		 The input field serves a purpose identified in the
		Input Purposes for User Interface Components
		section, and
		 The content is implemented using technologies
		to identify the expected meaning of form input
		data.

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Criteria	Contormance Level	Remarks and Explanations
1.4.3 Contrast (Minimum) (Level AA)	Web: Supports	The visual presentation of text and images of text has a
Revised Section 508		contrast ratio of at least 4.5:1, except for the following:
501 (Web)(Software)		
504.2 (Authoring Tool)		 Large Text
602.3 (Support Docs)		Large-scale text and images of large-scale text
		have a contrast ratio of at least 3:1.
		1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
		Tout or image of tout that are part of an
		inactive user interface component, pure
		decoration, not visible to anyone, or part of a
		picture containing significant other visual
		content have no contrast requirement.
		 Logotypes Text that is part of a logo or brand name has no
		contrast requirement.
1.4.4 Resize text (Level AA)	Web: Supports	Except for captions and images of text, text can be
Revised Section 508		resized up to 200 percent without assistive technology
501 (Web)(Software)		and loss of content or functionality.
 504.2 (Authoring Tool) 		
 602.3 (Support Docs) 		
1.4.5 Images of Text (Level AA)	Web: Supports	If the technologies being used can achieve the visual
Revised Section 508		presentation, text is used to convey information rather
501 (Web)(Software)		than images of text except for the following:
 504.2 (Authoring Tool) 		
• 602.3 (Support Docs)		Customizable: The text image can be visually
		customized to the user's requirements.
		Essential: A text presentation is critical to the
		information being conveyed.

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Criteria	Conformance Level	Remarks and Explanations
1.4.10 Reflow (Level AA 2.1 only)	Web: Supports	Content can be presented without loss of information or functionality and without requiring scrolling in two dimensions for:
		 Vertical scrolling content at a width equivalent to 320 CSS pixels.
		 Horizontal scrolling content at a height equivalent to 256 CSS pixels.
		Except for parts of the content that require a two-dimensional layout for usage or meaning.
1.4.11 Non-text Contrast (Level AA 2.1 only)	Web: Supports	The visual presentation of the following has a contrast ratio of at least 3:1 against adjacent color(s):
		User Interface Components Visual information is required to identify user interface components and states, except for inactive components or where the user agent determines the element's appearance and is not modified by the author.
		Graphical Objects Parts of graphics are required to understand the content, except when a graphics presentation is essential to the information being conveyed.

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Criteria	Conformance Level	Remarks and Explanations
1.4.12 Text Spacing (Level AA 2.1 only)	Web: Supports	In content implemented using markup languages that support the following text style properties, no loss of content or functionality occurs by setting all the following and by changing no other style property:
		 Line height (line spacing) to at least 1.5 times the font size. Spacing the following paragraphs to at least two times the font size.
		 Letter spacing (tracking) to at least 0.12 times the font size. Word spacing should be at least 0.16 times the font size.
		Except: Human languages and scripts that do not use one or more of these text style properties in written text can conform using only the existing properties for that combination of language and script.

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	-	-
Criteria	Contormance Level	Remarks and Explanations
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Web: Supports	Where receiving and then removing pointer hover or keyboard focus triggers additional content to become visible and then hidden, the following are true:
		Dismissible A mechanism can dismiss the additional content without moving the pointer hover or keyboard focus unless the additional content communicates an input error or does not obscure or replace other content.
		Hoverable If the pointer hover can trigger the additional content, then the pointer can be moved over the additional content without the extra content disappearing.
		Persistent The additional content remains visible until the hover or focus trigger is removed, the user dismisses it, or its information is no longer valid. Except: The visual presentation of the additional content is controlled by the user agent and is not modified by the author.
2.4.5 Multiple Ways (Level AA) Revised Section 508	Web: Supports	More than one way is available to locate a Web page
 501 (Web)(Software) – Does not apply to non-web software 504.2 (Authoring Tool) 		is the result of, or a step in, a process.
 602.3 (Support Docs) – Does not apply to non-web docs 		
2.4.6 Headings and Labels (AA) Revised Section 508	Web: Supports	Headings and labels describe the topic or purpose.
• 501 (Web)(Software)		
 504.2 (Authoring Tool) 		
602.3 (Support Docs)		

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Criteria	Contormance Level	Remarks and Explanations
 2.4.7 Focus Visible (Level AA) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Supports	Any keyboard-operable user interface has a mode of operation where the keyboard focus indicator is visible.
2.4.11 Focus Not Obscured (Level AA)	Web: Supports	When a user interface component receives keyboard focus, the component is not entirely hidden due to author-created content.
2.5.7 Dragging Movements (Level AA)	Web: Not Applicable	A single pointer can achieve all functionality that uses a dragging movement for operation without dragging, unless dragging is essential or the functionality is determined by the user agent and not modified by the author.
2.5.8 Target Size (Level AA)	Web: Supports	The size of the target for pointer inputs is at least 24 by 24 CSS pixels, except where:
		Spacing: Undersized targets (those less than 24 by 24 CSS pixels) are positioned so that if a 24 CSS pixel diameter circle is centered on the bounding box of each, the circles do not intersect another target or the circle for another undersized target;
		Equivalent: The function can be achieved through a different control on the same page that meets this criterion.
		Inline: The target is in a sentence, or the line height of non-target text otherwise constrains its size.
		User-agent control: The size of the target is determined by the user agent and is not modified by the author;
		Essential: A particular presentation of the target is essential or is legally required for the information being conveyed.

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Criteria	Contormance Level	Remarks and Explanations
3.1.2 Language of Parts (Level AA)	Web: Supports	The human language of each passage or phrase in the
Revised Section 508		content can be programmatically determined except for
501 (Web)(Software)		proper names, technical terms, words of indeterminate
504.2 (Authoring Tool)		language, and words or phrases that have become part
• 602.3 (Support Docs)		of the vocabulary of the immediately surrounding text.
3.2.3 Consistent Navigation (Level AA)	Web: Supports	Navigational mechanisms repeated on multiple Web
Revised Section 508		pages within a set of Web pages occur in the same
 501 (Web)(Software) – Does not apply to non-web software 		relative order each time they are repeated unless the
504.2 (Authoring Tool)		user initiates a change.
 602.3 (Support Docs) – Does not apply to non-web docs 		
3.2.4 Consistent Identification (Level AA)	Web: Supports	Components with the same functionality within a set of
Revised Section 508		Web pages are identified consistently.
 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 		
3.3.3 Error Suggestion (Level AA)	Web: Supports	Suppose an input error is automatically detected and
Revised Section 508		suggestions for correction are known. In that case, the
501 (Web)(Software)		suggestions are provided to the user unless they
504.2 (Authoring Tool)		jeopardize the security or purpose of the content.
• 602.3 (Support Docs)		
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Web: Not Applicable	For Web pages that cause legal commitments or
Revised Section 508		financial transactions for the user to occur, that modify
501 (Web)(Software)		or delete user-controllable data in data storage systems,
504.2 (Authoring Tool)		or that submit user test responses, at least one of the
 602.3 (Support Docs) 		following is true:
		Rovorciple: Submissions are reversible
		ACCESSION AND THE SOLUTION AND THE PENCENTERS.
		Checked: Data entered by the user is checked for input
		errors, and the user can correct them.
		Confirmed: A mechanism is available for verifying and
		correcting information before finalizing the submission.

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Criteria	Conformance Level	Remarks and Explanations
3.3.8 Accessible Authentication (Level AA)	Web: Supports	A cognitive function test (such as remembering a password or solving a puzzle) is not required for any step in an authentication process unless that step provides at least one of the following:
		Alternative Another authentication method that does not rely on a cognitive function test.
		Mechanism A mechanism is available to assist the user in completing the cognitive function test.
		Object Recognition The cognitive function test is to recognize objects.
		Personal Content The cognitive function test identifies non-text content that the user provides to the Website.
4.1.3 Status Messages (Level AA 2.1 only)	Web: Supports	In content implemented using markup languages, status messages can be programmatically determined through roles or properties such that they can be presented to the user by assistive technologies without receiving focus.

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Table 3: Success Criteria, Level AAA

Notes: Not Evaluated

Criteria	Conformance Level	Remarks and Explanations
1.2.6 Sign Language (Prerecorded) (Level AAA)This also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
1.2.7 Extended Audio Description (Prerecorded) (Level AAA)This also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
1.2.8 Media Alternative (Prerecorded) (Level AAA) This also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
1.2.9 Audio-only (Live) (Level AAA) This also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
1.3.6 Identify Purpose (Level AAA 2.1 only) This also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
1.4.6 Contrast Enhanced (Level AAA) This also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
1.4.7 Low or No Background Audio (Level AAA)This also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
1.4.8 Visual Presentation (Level AAA)This also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
1.4.9 Images of Text (No Exception) Control (Level AAA) This also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
2.1.3 Keyboard (No Exception) (Level AAA) This also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated

Criteria	Conformance Level	Remarks and Explanations
2.1.3 No Timing (Level AAA) This also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
2.1.4 Interruptions (Level AAA) This also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
2.1.5 Re-authenticating (Level AAA) This also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
2.1.6 Timeouts (Level AAA 2.1 only) This also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
2.3.2 Three Flashes (Level AAA) This also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
2.3.3 Animation from Interactions (Level AAA 2.1 only) This also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
2.4.8 Location (Level AAA) This also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
2.4.9 Link Purpose (Link Only) (Level AAA) This also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
2.4.10 Section Headings (Level AAA) This also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
2.5.5 Target Size (Level AAA 2.1 only)	Web: Not Evaluated	Web: Not Evaluated
2.5.6 Concurrent Input Mechanisms (Level AAA 2.1 only) This also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated

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Criteria	Conformance Level	Remarks and Explanations
3.1.3 Unusual Words (Level AAA)	Web: Not Evaluated	Web: Not Evaluated
This also applies to:		
Revised Section 508 – Does not apply		
3.1.4 Abbreviations (Level AAA)	Web: Not Evaluated	Web: Not Evaluated
This also applies to:		
Revised Section 508 – Does not apply		
3.1.5 Reading Level AAA)	Web: Not Evaluated	Web: Not Evaluated
This also applies to:		
Revised Section 508 – Does not apply		
3.1.6 Pronunciation (Level AAA)	Web: Not Evaluated	Web: Not Evaluated
This also applies to:		
Revised Section 508 – Does not apply		
3.2.5 Change on Request (Level AAA)	Web: Not Evaluated	Web: Not Evaluated
This also applies to:		
Revised Section 508 – Does not apply		
3.3.5 Help (Level AAA)	Web: Not Evaluated	Web: Not Evaluated
This also applies to:		
Revised Section 508 – Does not apply		
3.3.6 Error Prevention (All) (Level AAA)	Web: Not Evaluated	Web: Not Evaluated
This also applies to:		
Revised Section 508 – Does not apply		

Revised Section 508 Report

Chapter 3: Functional Performance Criteria (FPC)

Notes: See below 302.1 Without Vision, 302.4 Without Hearing, and 302.5 With Limited Hearing.

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision	Web: Supports	Where a visual mode of operation is provided, ICT shall provide at least one mode that does not require user vision.
302.1 With Limited Vision	Web: Supports	Where a visual mode of operation is provided, ICT shall provide at least one mode that enables users to use limited vision.
302.3 Without Perception of Color	Web: Supports	Where a visual mode of operation is provided, ICT shall provide at least one visual mode that does not require user perception of color.
302.4 Without Hearing	Web: Supports	Where an audible mode of operation is provided, ICT shall provide at least one mode that does not require user hearing.
302.5 With Limited Hearing	Web: Supports	Where an audible mode of operation is provided, ICT shall provide at least one mode that enables users with limited hearing to use it.
302.6 Without Speech	Web: Supports	Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.
302.7 With Limited Manipulation	Web: Supports	Where a manual mode of operation is provided, ICT shall provide at least one mode that does not require fine motor control or simultaneous manual operations.

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Criteria	Conformance Level	Remarks and Explanations
302.8 With Limited Reach and Strength	Web: Supports	Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is
		operable with limited reach and limited strength.
302.9 With Limited Language, Cognitive, and Learning Abilities	Web: Supports	ICT shall provide features that make its use by individuals with limited cognitive, language, and
		learning abilities more straightforward and more accessible.

Notes: – Hardware out of scope.

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	COMODINATION FORCE	Nelliains alla Explanations
402 Closed Functionality	Heading cell – no response required	Heading cell – no response required
402.1 General	Heading cell – no response required	Heading cell – no response required
402.1 Speech-Output Enabled	Heading cell – no response required	Heading cell – no response required
402.1.1 Information Displayed On-Screen	Not Applicable	Not Applicable
402.1.2 Transactional Outputs	Not Applicable	Not Applicable
402.1.3 Speech Delivery Type and Coordination	Not Applicable	Not Applicable
402.1.4 User Control	Not Applicable	Not Applicable
402.1.5 Braille Instructions	Not Applicable	Not Applicable
402.3 Volume	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening	Not Applicable	Not Applicable
402.3.2 Non-private Listening	Not Applicable	Not Applicable
402.4 Characters on Display Screens	Not Applicable	Not Applicable
402.5 Characters on Variable Message Signs	Not Applicable	Not Applicable
403 Biometrics	Heading cell – no response required	Heading cell – no response required
403.1 General	Not Applicable	Not Applicable
404 Preservation of Information Provided for Accessibility	Heading cell – no response required	Heading cell – no response required
404.1 General	Not Applicable	Not Applicable
405 Privacy	Heading cell – no response required	Heading cell – no response required
405.1 General	Not Applicable	Not Applicable
406 Standard Connections	Heading cell – no response required	Heading cell – no response required
406.1 General	Not Applicable	Not Applicable
407 Operable Parts	Heading cell – no response required	Heading cell – no response required
407.2 Contrast	Not Applicable	Not Applicable
407.3 Input Controls	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible	Not Applicable	Not Applicable
407.3.2 Alphabetic Keys	Not Applicable	Not Applicable
407.3.3 Numeric Keys	Not Applicable	Not Applicable
407.4 Key Repeat	Not Applicable	Not Applicable

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Criteria	Conformance Level	Remarks and Explanations
407.5 Timed Response	Not Applicable	Not Applicable
407.6 Operation	Not Applicable	Not Applicable
407.7 Tickets, Fare Cards, and Keycards	Not Applicable	Not Applicable
407.8 Reach Height and Depth	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane	Not Applicable	Not Applicable
407.8.1.1 Vertical Plane for Side Reach	Not Applicable	Not Applicable
407.8.1.2 Vertical Plane for Forward Reach	Not Applicable	Not Applicable
407.8.2 Side Reach	Not Applicable	Not Applicable
407.8.2.1 Unobstructed Side Reach	Not Applicable	Not Applicable
407.8.2.1 Obstructed Side Reach	Not Applicable	Not Applicable
407.8.3 Forward Reach	Not Applicable	Not Applicable
407.8.3.1 Unobstructed Forward Reach	Not Applicable	Not Applicable
407.8.3.2 Obstructed Forward Reach	Not Applicable	Not Applicable
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach	Not Applicable	Not Applicable
407.8.3.2.1 Knee and Toe Space under ICT with Obstructed Forward Reach	Not Applicable	Not Applicable
408 Display Screens	Heading cell – no response required	Heading cell – no response required
408.2 Visibility	Not Applicable	Not Applicable
408.3 Flashing	Not Applicable	Not Applicable
409 Status Indicators	Heading cell – no response required	Heading cell – no response required
409.1 General	Not Applicable	Not Applicable
410 Color Coding	Heading cell – no response required	Heading cell – no response required
410.1 General	Not Applicable	Not Applicable
411 Audible Signals	Heading cell – no response required	Heading cell – no response required
411.1 General	Not Applicable	Not Applicable
412 ICT with Two-Way Voice Communication	Heading cell – no response required	Heading cell – no response required
412.1 Volume Gain	Heading cell – no response required	Heading cell – no response required
412.1.1 Volume Gain for Wireline Telephones	Not Applicable	Not Applicable
412.1.2 Volume Gain for Non-Wireline ICT	Not Applicable	Not Applicable
412.3 Interference Reduction and Magnetic Coupling	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets	Not Applicable	Not Applicable
412.3.2 Wireline Handsets	Not Applicable	Not Applicable

Criteria	Conformance Level	Remarks and Explanations
412.4 Digital Encoding of Speech	Not Applicable	Not Applicable
412.5 Real-Time Text Functionality	Not Applicable	Not Applicable
412.6 Caller ID	Not Applicable	Not Applicable
412.7 Video Communication	Not Applicable	Not Applicable
412.8 Legacy TTY Support	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectability	Not Applicable	Not Applicable
412.8.2 Voice and Hearing CarryOver	Not Applicable	Not Applicable
412.8.3 Signal Compatibility	Not Applicable	Not Applicable
412.8.4 Voice Mail and Other Messaging Systems	Not Applicable	Not Applicable
413 Closed Caption Processing Technologies	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions	Not Applicable	Not Applicable
413.1.2 Pass-Through of Closed Caption Data	Not Applicable	Not Applicable
414 Audio Description Processing Technologies	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners	Not Applicable	Not Applicable
414.1.2 Other ICT	Not Applicable	Not Applicable
415 User Controls for Captions and Audio Descriptions	Heading cell – no response required	Heading cell – no response required
415.1.1 Caption Controls	Not Applicable	Not Applicable
415.1.2 Audio Description Controls	Not Applicable	Not Applicable

Chapter 5: Software

Notes: Not Applicable

Criteria	Conformance Level	Remarks and Explanations
501.1 Scope – Incorporation of WCAG 2.1 AA	See <u>WCAG 2.1</u>	See information in the WCAG section
502 Interoperability with Assistive Technology	Heading cell – no response required	Heading cell – no response required
502.1.1 User Control of Accessibility Features	Not Applicable	Platform software shall provide user control over platform features defined in the platform documentation as accessibility features.
502.1.2 No Disruption of Accessibility Features	Not Applicable	Software shall not disrupt platform features defined in the platform documentation as accessibility features.
502.3 Accessibility Services	Heading cell – no response required	Heading cell – no response required
502.3.1 Object Information	Not Applicable	The object role, state(s), properties, boundary, name, and description shall be programmatically determinable.
502.3.2 Modification of Object Information	Not Applicable	States and properties that the user can set shall be capable of being set programmatically, including through assistive technology.
502.3.3 Row, Column, and Headers	Not Applicable	If an object is in a data table, the occupied rows and columns and any headers associated with those rows or columns shall be programmatically determinable.
502.3.4 Values	Not Applicable	Any current value(s) and any set or range of allowable values associated with an object shall be programmatically determinable.
502.3.5 Modification of Values	Not Applicable	Values that the user can set shall be capable of being set programmatically, including through assistive technology.
502.3.6 Label Relationships	Not Applicable	Any relationship a component has as a label for another component or of being labeled by another component shall be programmatically determinable.

Criteria	Conformance Level	Remarks and Explanations
502.3.7 Hierarchical Relationships	Not Applicable	Any hierarchical (parent-child) relationship that a
		component has as a container for, or being contained
		by, another component shall be programmatically
		determinable.
502.3.8 Text	Not Applicable	The content of text objects, attributes, and the
		boundary of text rendered to the screen shall be
		programmatically determinable.
502.3.9 Modification of Text	Not Applicable	Text that the user can set shall be capable of being set
		programmatically, including through assistive
		technology. Text that the user can set shall be capable
		of being set programmatically, including through
		assistive technology.
502.3.10 List of Actions	Not Applicable	A list of all actions that can be executed on an object
		shall be programmatically determinable.
502.3.11 Actions on Objects	Not Applicable	Applications shall allow assistive technology to execute
		available actions on objects programmatically.
502.3.12 Focus Cursor	Not Applicable	Applications shall expose information and mechanisms
		necessary to track focus, text insertion point, and
		selection attributes of user interface components.
502.3.13 Modification of Focus Cursor	Not Applicable	Focus, text insertion point, and selection attributes
		that the user can set shall be capable of being set
		programmatically, including using assistive technology.
502.3.14 Event Notification	Not Applicable	Notification of events relevant to user interactions,
		including but not limited to changes in the
		component's state(s), value, name, description, or
		boundary, shall be available to assistive technology.

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Criteria	Contormance Level	Remarks and Explanations
502.4 Platform Accessibility Features	Not Applicable	Platforms and platform software shall conform to the requirements in ANSI/HFES 200.2, Human Factors Engineering of Software User Interfaces — Part 2: Accessibility (2008) (incorporated by reference, see 702.4.1) listed below: Section 9.3.3 Section 9.3.4 Section 10.6.7 Section 10.6.8 Section 10.6.9
503 Applications	Heading cell – no response required	Heading cell – no response required
503.2 User Preferences	Not Applicable	Applications shall permit user preferences from platform settings for color, contrast, font type, font size, and focus cursor. Exception: Applications designed to be isolated from their underlying platform software, including Web applications, shall not be required to conform to 503.2.
503.3 Alternative User Interfaces	Not Applicable	Where an application provides an alternative user interface that functions as assistive technology, the application shall use it, i.e., platform and other industry-standard accessibility services.
503.4 User Controls for Captions and Audio Description	Heading cell – no response required	Heading cell – no response required
503.4.1 Caption Controls	Not Applicable	Where user controls are provided for volume adjustment, ICT shall provide user controls for selecting captions at the same menu level as the user controls for volume or program selection.

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Criteria	Contormance Level	Remarks and Explanations
503.4.2 Audio Description Controls	Not Applicable	Where user controls are provided for program selection, ICT shall provide user controls for selecting audio descriptions at the same menu level as the user controls for volume or program selection.
504 Authoring Tools	Heading cell – no response required	Heading cell – no response required
504.2 Content Creation or Editing (if not authoring tool, enter "")	See <u>WCAG 2.1</u> section.	Authoring tools shall provide a mode of operation to create or edit content that conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.1 (incorporated by reference, see 702.10.1) for all supported features and, as applicable, to file formats supported by the authoring tool. Authoring tools shall permit authors the option of overriding information required for accessibility. EXCEPTION: Authoring tools shall not be required to conform to 504.2 when used to edit plain text source code directly. See WCAG 2.1 section
504.2.1 Preservation of Information Provided for Accessibility in Format Conversion	Not Applicable	Authoring tools shall, when converting content from one format to another or saving content in multiple formats, preserve the information required for accessibility to the extent that the destination format supports the information.
504.2.1 PDF Export	Not Applicable	Authoring tools capable of exporting PDF files that conform to ISO 32000-1:2008 (PDF 1.7) shall also be capable of exporting PDF files that conform to ANSI/AIIM/ISO 14289-1:2016 (PDF/UA-1) (incorporated by reference, see 702.3.1)
504.3 Prompts	Not Applicable	Authoring tools shall provide a mode of operation that prompts authors to create content that conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.1 (incorporated by reference, see 702.10.1) for supported features and, as applicable, to file formats supported by the authoring tool.

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Criteria	Conformance Level	Remarks and Explanations
504.4 Templates	Not Applicable	Where templates are provided, templates allowing
		content creation that conforms to Level A and Level AA
		Success Criteria and Conformance Requirements in
		WCAG 2.1 (incorporated by reference, see 702.10.1)
		shall be provided for a range of template uses for
		supported features and, as applicable, to file formats
		supported by the authoring tool.

Chapter 6: Support Documentation and Services

Notes: Not Applicable

Criteria	Conformance Level	Remarks and Explanations
601.1 Scope	Heading cell – no response required	The technical requirements in Chapter 6 shall apply to ICT support documentation and services where required by 508 Chapter 2 (Scoping Req.), 255 Chapter 2 (Scoping Requirements), and where otherwise referenced in any other chapter of the Revised 508 Standards or Revised 255 Guidelines.
602 Support Documentation	Heading cell – no response required	Heading cell – no response required
602.1		Documentation that the use of ICT shall conform to 602.
602.1 Accessibility and Compatibility Features	Web: Supports	Documentation shall list and explain how to use the accessibility and compatibility features required by Chapters 4 and 5. Documentation shall include built-in accessibility features and accessibility features that provide compatibility with assistive technology.
602.3 Electronic Support Documentation	See <u>WCAG 2.1</u> section	Documentation in electronic format, including Webbased self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.1 (incorporated by reference, see 702.10.1). See WCAG 2.1

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Criteria	Conformance Level	Remarks and Explanations
602.4 Alternate Formats for Non-Electronic Support Documentation	Web: Supports	Where support documentation is only provided in non- electronic formats, alternate formats usable by individuals with disabilities shall be supplied upon request.
603 Support Services	Heading cell – no response required	ICT support services, including help desks, call centers, training services, and automated self-service technical support, shall conform to 603.
603.2 Information on Accessibility and Compatibility Features	Web: Supports	ICT support services shall include information on the accessibility and compatibility features required by 602.1.
603.3 Accommodation of Communication Needs	Web: Supports	Support services shall be provided directly to the user or through a referral to a point of contact. Such ICT support services shall accommodate the communication needs of individuals with disabilities.

END OF DOCUMENT