SOFTWARE SERVICES AGREEMENT
BETWEEN REF REPS LLC D.B.A. REFREPS
AND POUDRE SCHOOL DISTRICT R-1

This Software Services Agreement ("Agreement") is entered into as of January 02, 2026, by and between Poudre School District R-1, a school district organized and existing under the laws of the state of Colorado (the "District") and Ref Reps LLC d.b.a. RefReps (the "Contractor"). The District and the Contractor are collectively referenced herein as the "parties." In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term and Termination of Agreement.**

   1.1. This Agreement shall commence as of January 02, 2026 and shall continue through and including January 01, 2027, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, upon a written mutually agreed upon amendment for each one-year term.

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

   1.3. Notwithstanding the provisions of sections 1.1 and 1.2 above, either party may terminate this Agreement at any time in that party's sole discretion for any reason, with or without cause, by providing the other party with thirty (30) days' advance written notice. In the event of such termination: (a) the District shall pay Contractor for all Services performed under and in accordance with this Agreement up to the date of termination; and (b) Contractor shall reimburse the District for all payments made in excess of Services performed up to the date of termination.

2. **Deliverables and Purchase Price.**

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

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

   2.3. Additional District schools may participate in Services under all terms and conditions specified within this Agreement, not to exceed the term within

section 1.1.

2.4.   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.

2.5.   Fulfillment of Services under the terms and conditions set forth in this Agreement shall be through the issuance of a District purchase order or site-based purchasing card.

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

    2.5.2.   District issued purchase orders are required for purchases greater than Ten Thousand Dollars and Zero Cents ($10,000.00).

    2.5.3.   Services provided by Contractor without conforming to sections 2.1. 2.2, 2.3, and 2.6.2 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.

    2.5.4.   Direct communication with schools or sales must be approved by contact in section 19 of this agreement.

2.6.   **Invoicing.** Contractor will provide invoices for the Services at the rate specified in Exhibit B. Invoices for Services provided shall be submitted directly to accounts payable in the District's Finance department at ap@psdschools.org upon execution of this Agreement. Invoices for such Services shall include (a) the District location for which the licenses were provided, (b) description of licensing (including start and end dates of the license term), (c) and if issued, a purchase order number.

    2.6.1.   Invoices will generally be paid within thirty (30) days following the District representative's approval.

    2.6.2.   Invoices received that do not conform to the scope of this Agreement will not be approved, the District will notify the Contractor in writing, and the District will not be responsible for covering associated costs.

    2.6.3.   The District is a political subdivision of the State of Colorado and considered a governmental entity for tax classification purposes. The District is exempt from city, county, and state sales tax. The District's state tax exempt number is 98-03335 and the

District's Federal Tax Identification Number (TIN) is 84-6013733.

2.6.4. The District utilizes the PaymentWorks vendor portal to collect, validate, and manage vendor information. The Contractor must complete the registration process in the portal and be approved by the District prior to the issuance of a purchase order.

2.7. 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.

2.8. 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.

2.9. 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.

2.10. 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.

2.11. **Sales Representative.** Vendor shall provide contact information for a dedicated sales representative ("Sales Representative"), including office phone number, cell phone number, email, and a general customer service after-hours contact.

   2.11.1. The Vendor shall additionally provide the names of the Sales Representative's manager and regional representative for escalation of issues.

   2.11.2. Vendor shall provide emergency contact information in the event of an emergency situation at one of the schools/sites.

   2.11.3. Sales Representative shall maintain a response time not to exceed two (2) hours.

   2.11.4. Excluding the weekends, Sales Representative shall provide a secondary direct contact when out of the office for more than twenty-four (24) hours.

   2.11.5. District reserves the right to request a change in Sales Representative.

   2.11.6. The Sales Representative will meet at a minimum, on a quarterly basis, with the designated Project Manager and any other identified District representatives, to review spend, questions or concerns, recommendations to the District, training opportunities, and any other necessary topics.

   2.11.7. The Sales Representative shall provide the following Services and any others as needed throughout the term of the agreement, and any extensions:

      2.11.7.1. Handle all District concerns or inquiries about any products or Services.

      2.11.7.2. Resolve any identified issues within twenty-four (24) hours, and if approved by the District designated Project Manager in writing, no more than forty-eight (48) hours from the time of the District notice.

      2.11.7.3. Coordinate the distribution of reports to the District designated Project Manager and any other identified District representatives.

2.11.7.4.   Research and resolve any questions and issues regarding invoicing and billing.

3. **Definitions.**

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

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

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

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

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

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

are permanently irretrievable in the Contractor's normal course of business.

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

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

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

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

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

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

6.1. Under the Agreement, Contractor may access, view, collect, generate and/or use confidential student records and information only under the following terms and conditions: (a) except as provided in section 6.2 below, Contractor

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

6.2. Contractor may to the extent necessary to perform its obligations under the Contract disclose confidential student records and information to subcontractors ("Subcontractors") as identified in and hereby attached to this Agreement as Exhibit A 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. **Accessibility.** The Contractor shall comply with and the Services provided under this agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the State of Colorado's Governor's Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. The Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

   8.1. The Contractor shall ensure compliance by providing a Voluntary Product Accessibility Template (VPAT) using the current template available here: https://www.section508.gov/sell/vpat/

8.2. Contractor shall indemnify, hold harmless, and assume liability on behalf of the District and the District's Board members, employees, representatives and agents, for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the District in relation to Contractor's noncompliance with accessibility standards for an individual with a disability adopted by the Office of information Technology pursuant to C.R.S. § 24-85-103.

8.3. Contractor has provided this information by the time of contact execution, it is contained in Exhibit C, hereby attached and made part of this Agreement.

9. **Materials.** All labor, licenses, materials, supplies, equipment, and all other items necessary to complete the Services shall be furnished by the Contractor (the "Materials") and shall be part of and not in addition to the Agreement price. The Contractor shall be responsible and liable for any damage or destruction to any Materials resulting from any cause other than the willful or reckless acts of the District for which it could be held liable under the Colorado Governmental Immunity Act.

10. **Review of Product.** Payment for Services furnished under the Contract shall not constitute acceptance thereof. The Project Coordinator shall have the right to confirm the completion of the Services provided, the product of such Services, and to reject any or all of which are in the District's judgment defective or nonconforming. In addition to the District's other rights, and Services which had been rejected. The District will not be charged for Services to correct Contractor's errors for correcting such Services.

11. **Acceptance of Services.** Services are considered complete only after the Project Coordinator has formally accepted Services in writing. Payments will not be made until Services are formally accepted.

11.1. The Project Coordinator reserves the right to cancel Services at any time upon written notice, including Services which may have been requested and have not been completed.

12. **Timeline Delays or Extension of Work.** If the Contractor experiences a delay in the completion of work, the Contractor shall provide a reasonable period of time, which does not delay the completion timeline as outlined in Exhibit A.

12.1. The Contractor shall not invoice the District for any delayed Services or products to be produced.

12.2. The District shall determine what constitutes a reasonable period of time and may cancel requested Services, seek the items from another Contractor, and may charge the original Contractor for any difference in costs.

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

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

13.2. 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.

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

13.4. 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.

13.5. 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.

13.6. **Fingerprinting and Background Checks.**

14. **Independent Contractor.**

14.1. Contractor shall provide the Services under this Agreement as an independent contractor of the District. As such, Contractor shall have the right to determine how and by whom the Services will be provided and the right to provide the Services free from the direction and control of the District, subject to and consistent with the terms and conditions of this Agreement.

14.2. Contractor shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees (if any) in full compliance with all applicable federal, state and local laws; (b) all insurance coverages and benefits for its employees (if any) in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its contractors and subcontractors for goods and/or services directly or indirectly related to this Agreement.

14.3.   Nothing in this Agreement shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between Contractor and the District. Contractor is not a partner, agent or representative of the District and shall not represent itself to be a partner, agent or representative of the District. The District is not a partner, agent or representative of Contractor and shall not represent itself to be a partner, agent or representative of Contractor.

14.3.1.   Contractor shall not attempt or purport to extend the faith and credit of the District to any third party, person or entity. Contractor acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate the District. The District shall not attempt or purport to extend the faith and credit of Contractor to any third party, person or entity. The District acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate Contractor.

15. **Equal Opportunity.** It is agreed that no otherwise qualified Contractor shall be excluded from participating in, be denied the benefits of, or be subject to discrimination, including harassment, under any provision of this Agreement on the basis of race; creed; color; national origin; age; sex; pregnancy; physical recovery from childbirth or a related condition; sexual orientation; marital status; veteran status; religion; genetic information; gender expression; gender identity; ancestry; or disability.

16. **Individuals Providing Services for Contractor Under this Agreement.** The Contractor shall not utilize any laborer or employee who has been convicted of a violent crime or a crime of such nature (e.g., child-related offenses) as to categorize the person as being unsuitable for working around school children, or has engaged in such conduct as to be similarly categorized. In the event the District has reasonable grounds to believe that any individual assigned to perform work under this Agreement has a criminal record, is a registered sex offender, has exhibited violent behavior or is under the influence of alcohol or an illegal substance, including marijuana, while performing the Services or based upon other information the District deems reliable, the District may exclude such individual from any District property or impose reasonable conditions upon such individual's presence at any District Location unless the Contractor submits a copy of a completed security/background check on the employee. In the judgement of the District, if the Services cannot be performed as a result of such action, the Agreement may be terminated in accordance with section 1.3 of this Agreement. Removal of a specific person(s) will not relieve the Contractor from timely performance of work completion and will not be considered grounds for a request for additional funds or time extension to complete the Services.

16.1. The Contractor, its laborers and employees shall not fraternize or otherwise communicate with any District students except in cases of safety and like necessities.

17. **Conflict of Interest.** Contractor avers to their knowledge of no employee of the District having any personal or beneficial interest whatsoever in the service or property described in this Agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's Services and Contractor shall not employ any person having such known interest.

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

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

Poudre School District R-1
Attn: Strategic Sourcing &
Contracting
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: Contracts@psdschools.org

Ref Reps LLC d.b.a. RefReps
Attn: Kyle Armstrong
11589 Weeping Willow Dr
Zionsville, IN 46077-7840
Email: hype@refreps.com

20. **Insurance.**

Contractor, at its expense, shall purchase and maintain in effect at all times throughout the duration of the Agreement, all insurance requirements and limits as set forth below. Policies providing such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory. All insurance shall be written by a carrier legally authorized to write such insurance in the state of Colorado provided the carrier has a current A.M. Best rating of A- VII or higher. All policies shall be primary and non-contributory with any insurance maintained by additional insureds. Insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 20 shall not reduce the indemnification liability that Contractor has assumed in section 21.

Contractor shall furnish the District with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Such certificates shall specifically state the inclusion, or the coverages and the provisions set forth herein and shall state whether the coverage is written on a "claims made" or "per occurrence" basis. For any policies written on a "claims made" basis, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Receipt, review, or acceptance by the District of any insurance policies or certificates of insurance required by this Agreement shall not be construed as a waiver or relieve the Contractor from its obligation to meet the insurance requirements contained herein. Memorandums of Insurance will not be accepted. Certificates of insurance must be sent to: COI@psdschools.org.

Commercial General Liability

Minimum Limits

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

Technology Errors & Omissions and Network Security & Privacy

Minimum Limits

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

If the services include collecting, receiving and/or storing Personal Identifiable Information (PII), the insurance must also provide coverage for:

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

- Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Contractor's services including denial of service, unless caused by a mechanical or electrical failure.
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

21. **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.

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

23. **General Provisions.**

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

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

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

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

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

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

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

23.8. **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.

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

23.10. **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.

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

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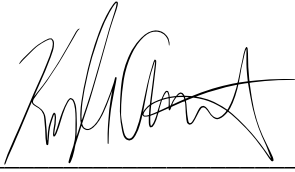
and permitted assigns.

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

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

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

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

REF REPS LLC D.B.A. REFREPS   POUDRE SCHOOL DISTRICT R-1

By:_____

Kyle Armstrong
Account Manager

By:R David Montoya (Jan 6, 2026 14:50:51 MST)_____

R. David Montoya
Chief Finance Officer

By:Julie Chaplain (Jan 6, 2026 14:37:39 MST)_____

Julie Chaplain
Asst Superintendent Schools

Exhibit A

STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

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

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

Please provide the following information to facilitate the contracting process:

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

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

Student	Teacher	Admin	Meta Data

3. What is the purpose of collecting student data?

4. What is your process for deleting student data after a student graduates, withdraws, or the contract with our district ends?

5. What third parties does the company partner with who may receive student data in any format?
   - *This includes storage and vendors receiving encrypted data.*

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

7. Name and email for contract notices

8. Name and title of person who will sign the contract

9. Does the system allow integration for rostering?

   Yes   No

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

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

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

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

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

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

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

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

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

Data Collected	General Purpose of Data Collection
Student Name	Required to support product functionality
Student Email	Required to support product functionality
Student Password	Required to support product functionality
Student Phone	Required to support product functionality
Student Zip Code	Required to support product functionality
Student Course Progress	Required to support product functionality
Student Gender	Analytics
Lesson Questions (Correct/Incorrect)	Used for teacher data collection
Teacher Role	Required to support product functionality
Teacher Name	Required to support product functionality
Teacher Email	Required to support product functionality
Teacher Password	Required to support product functionality
Quiz Scores	Required to support product functionality

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

Vendor	URL	Description
Amazon AWS	aws.amazon.com	Web Hosting
Mailgun	www.mailgun.com	Sending Emails

Twilio	www.twilio.com	SMS Messaging
Pipedrive	www.pipedrive.com	Customer Support
Freshdesk	www.freshdesk.com	Customer Support

Exhibit B

REF REPS Pricing Sheet
OFFICIATING EDUCATION SYSTEM™

- Intro to **Baseball** Umpiring Education Course **$45**
- Intro to **Basketball** Officiating Education Course **$45**
- Intro to **Boys Lacrosse** Officiating Education Course **$45**
- Intro to **Girls Lacrosse** Officiating Education Course **$45**
- Intro to **Field Hockey** Umpiring Education Course **$45**
- Intro to **NIRSA Flag Football** Officiating Education Course **$45**
- Intro to **High School Flag Football** Officiating Education Course **$45**
- Intro to **Football** Officiating Education Course **$45**
- Intro to **NCAA Football** Officiating Education Course **$45**
- Intro to **Ice Hockey** Officiating Education Course **$45**
- Intro to **Soccer** Officiating Education Course **$45**
- Intro to **Softball** Umpiring Education Course **$45**
- Intro to **Swimming & Diving** Officiating Education Course **$45**
- Intro to **Track/Cross Country** Officiating Education Course **$45**
- Intro to **Volleyball** Officiating Education Course **$45**
- Intro to **NCAA Volleyball** Education Course **$45**
- Intro to **Water Polo** Officiating Education Course **$45**
- Intro to **Wrestling** Officiating Education Course **$45**

DISTRICT BULK SEAT LICENSE: 2000+ seats $25 EA.

Exhibit C

RefReps Accessibility Conformance Report

WCAG Edition

(Based on VPAT® Version 2.5)

Name of Product/Version: RefReps Officiating Education System

Report Date: April 14th, 2025

Product Description: Officiating Education System

Contact Information: hype@refreps.com

Notes: The RefReps OES, is an engaging, informative, and inclusive sports officiating education curriculum. It incorporates innovative point of view technology to put the learner in position to make the call on the court, field, mat, pitch, or track. Developed by educators and officials, using National Federation of High Schools (NFHS) rules, RefReps can flexibly fit into any schedule or instructional setting your school may use. It has been designed to provide the depth and breadth of content that helps students develop leadership, time management and conflict resolution skills, and become immediately employable!

Evaluation Methods Used: Teammember(s) went through and checked all RefReps related sites, apps, etc. to collaborate and confirm on standards put forth in WCAG edition. Utilized five non-biased sources to go through and seek out said WCAG standards to confirm abidance.

_____

Applicable Standards/Guidelines

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

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes / No) Level AA (Yes / No) Level AAA (Yes / No)
Web Content Accessibility Guidelines 2.1	Level A (Yes / No) Level AA (Yes / No) Level AAA (Yes / No)
Web Content Accessibility Guidelines 2.2	Level A (Yes / No) Level AA (Yes / No) Level AAA (Yes / No)

Terms

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

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

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

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

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

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

WCAG 2.x Report

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

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Supports	In addition to the course non-text material, we provide a downloadable NFHS Rule Book that correlates with the standards and practices referenced in each course. As well as being implemented in other fronts.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Supports	We provide product description videos that provide clear text descriptions to provide clarity on what is being presented. As well as being implemented in other fronts.
1.2.2 Captions (Prerecorded) (Level A)	Supports	Closed Caption options are available for all users to utilize if desired by toggling the function on or off. Steps on how to access cc's on your device are also provided through our support.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Supports	All material provides clear text indicators of what is contained within.
1.3.1 Info and Relationships (Level A)	Supports	RefReps utilizes a standard branding package that is reflected through all visual components that is outward facing (i.e. font, color scheme, logo)
1.3.2 Meaningful Sequence (Level A)	Supports	RefReps strives to present all information in the most digestible way, especially in regards to order of operation. Creating an easily navigable space for users to explore is a major focus.
1.3.3 Sensory Characteristics (Level A)	Supports	RefReps provides information icons in relation to certain items, images, buttons, fields, so users are able to hover and gain a more in depth understanding of what is being requested or presented.
1.4.1 Use of Color (Level A)	Supports	RefReps provides text color variation based on functionality and importance of the text/button being colored. We typically stick to our branding guide colors but other colors are used to emphasize importance such as red or yellow.
1.4.2 Audio Control (Level A)	Supports	RefReps provides pause, play, fast forward and rewind on all video materials provided. Users can also turn the sound off or on as well.

Criteria	Conformance Level	Remarks and Explanations
[2.1.1 Keyboard](#) (Level A)	Does Not Support	RefReps does not offer the functionality of the keyboard in a manner that will aid in the purpose of the platform.
[2.1.2 No Keyboard Trap](#) (Level A)	Does Not Support	RefReps currently does not offer the accessibility of the RefReps Officiating Education System via keyboard only. At this time you would need a computer mouse, or a touchpad/touchscreen device.
[2.1.4 Character Key Shortcuts](#) (Level A 2.1 and 2.2)	Not Applicable	The RefReps OES does not have the use case for Character Key Shortcuts.
[2.2.1 Timing Adjustable](#) (Level A)	Supports	RefReps provides the ability to pause whatever messaging that may be being presented. Additionally, timers are provided for certain materials that are adjustable by parties given access.
[2.2.2 Pause, Stop, Hide](#) (Level A)	Supports	RefReps ensures that any animation that has the potential of blinking will be limited to a maximum duration of 5 seconds and no longer. Additionally, any place you have paused, left, and come back to, will reload where you left off from within the material.
[2.3.1 Three Flashes or Below Threshold](#) (Level A)	Supports	RefReps ensures that no animation/display of any kind will blink 3 times in the matter of a one second period.
[2.4.1 Bypass Blocks](#) (Level A)	Do Not Support	At this time RefReps does not support bypass blocks.
[2.4.2 Page Titled](#) (Level A)	Supports	RefReps ensures that each page/site name is a reflection of what is being housed.
[2.4.3 Focus Order](#) (Level A)	Supports	RefReps ensures that each page/site is designed in a way that is conducive to an enjoyable navigational experience.
[2.4.4 Link Purpose (In Context)](#) (Level A)	Supports	RefReps ensures that each link/button is properly labeled to ensure a clear understanding of what is being selected.
[2.5.1 Pointer Gestures](#) (Level A 2.1 and 2.2)	Supports	RefReps ensures that users are able to complete a single point without a path-based gesture.
[2.5.2 Pointer Cancellation](#) (Level A 2.1 and 2.2)	Supports	RefReps ensures that users have the full capability to utilize a single point that activates functionality on the up-event and is able to be undone once completed.
[2.5.3 Label in Name](#) (Level A 2.1 and 2.2)	Supports	RefReps ensure that all labels are representative of the text that is associated.
[2.5.4 Motion Actuation](#) (Level A 2.1 and 2.2)	Partially Supports	RefReps allows 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

Criteria	Conformance Level	Remarks and Explanations
[3.1.1 Language of Page](#) (Level A)	Partially Supports	RefReps offers limited options for users to change the language to the users dominant. English is currently the primary.
[3.2.1 On Focus](#) (Level A)	Supports	RefReps ensures that any content/material that is being accessed will not purposely mislead users. All links and activities are for a purpose and hold purpose.
[3.2.2 On Input](#) (Level A)	Supports	RefReps ensures that all and any type of form or submissions will have a "Submit" like button for confirmation of submission. Users will have no way of progressing or submitting information without confirming by selecting the "Submit" like buttons.
[3.2.6 Consistent Help](#) (Level A 2.2 only)	Supports	RefReps provides access to the following points throughout majority of user accessible pages: - Human contact details; - Human contact mechanism; - Self-help option; - A fully automated contact mechanism.
[3.3.1 Error Identification](#) (Level A)	Supports	RefReps ensures that when users incur errors, that there is messaging providing tips on what to correct in order to progress.
[3.3.2 Labels or Instructions](#) (Level A)	Supports	RefReps provides multiple labels and instructional points throughout the platform that are meant to support additional details about whatever fields that may be being requested.
[3.3.7 Redundant Entry](#) (Level A 2.2 only)	Supports	RefReps supports when 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. While not applying when exempt.

[4.1.1 Parsing](#) (Level A)
    WCAG 2.0 and 2.1 – Always answer 'Supports'
    WCAG 2.2 (obsolete and removed) - Does not apply
	Supports	RefReps elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features.

[4.1.2 Name, Role, Value](#) (Level A)	Partially Supports	RefReps allows for all user interface components (including but not limited to: form elements, links and

Criteria	Conformance Level	Remarks and Explanations
		components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies.

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Supports	RefReps provides in house closed captions for 90% of all video provided in the course. Additionally, RefReps offers steps on how to set up your device to automatically apply closed captions across your device.
1.2.5 Audio Description (Prerecorded) (Level AA)	Supports	RefReps provides audio descriptions of each video material housed within the RefReps OES.
1.3.4 Orientation (Level AA 2.1 and 2.2)	Supports	RefReps ensures that all displays are capable to be set in landscape or portrait mode unless predetermined for the functionality of the platform.
1.3.5 Identify Input Purpose (Level AA 2.1 and 2.2)	Supports	RefReps allows users to activate an auto-fill functionality that will only allow information the users allow to be prefilled, will be prefilled.
1.4.3 Contrast (Minimum) (Level AA)	Supports	RefReps ensures that text and image ratios are met to create the most enjoyable user experience when visualizing materials, pages, etc.
1.4.4 Resize text (Level AA)	Support	RefReps ensure a reactive platform that allows users are ability to resize text at least 200 percent larger than the original size without losing content or functionality.
1.4.5 Images of Text (Level AA)	Supports	RefReps ensures that users are able to convey what is being displayed in a video by utilizing supportive texts providing details on what is occurring within the video.
1.4.10 Reflow (Level AA 2.1 and 2.2)	Supports	RefReps ensures that content can be presented without loss of information or functionality, and without requiring scrolling in two dimensions. I.e. vertical and horizontal.

Criteria	Conformance Level	Remarks and Explanations
1.4.11 Non-text Contrast (Level AA 2.1 and 2.2)	Supports	RefReps ensures that the user interface as well as graphics presented contain a ratio that is conducive with WCAG standards and will be acceptable for users.
1.4.12 Text Spacing (Level AA 2.1 and 2.2)	Partially Supports	RefReps strives to have text spacing as follows on pages/platform: - Line height (line spacing) to at least 1.5 times the font size; - Spacing following paragraphs to at least 2 times the font size; - Letter spacing (tracking) to at least 0.12 times the font size; - Word spacing to at least 0.16 times the font size.
1.4.13 Content on Hover or Focus (Level AA 2.1 and 2.2)	Supports	RefReps ensures that when hovering over predetermined text, images, buttons, etc. the hover over is there for ample time and properly indicates its purpose.
2.4.5 Multiple Ways (Level AA)	Supports	RefReps ensures that users are able to access the website through multiple avenues. I.e. social media, partnering orgs websites, etc..
2.4.6 Headings and Labels (Level AA)	Supports	RefReps ensures that all headings and labels are clearly representative of what is being presented.
2.4.7 Focus Visible (Level AA)	Does Not Support	RefReps does not offer the functionality of the keyboard in a manner that will aid in the purpose of the platform.
2.4.11 Focus Not Obscured (Minimum) (Level AA 2.2 only)	Does Not Support	RefReps does not offer the functionality of the keyboard in a manner that will aid in the purpose of the platform.
2.5.7 Dragging Movements (Level AA 2.2 only)	Supports	RefReps allows functionality that uses dragging movement for operation and is an essential function that cannot be modified.
2.5.8 Target Size (Minimum) (Level AA 2.2 only)	Supports	RefReps provides the proper sizing of the target for pointer inputs while also excluding where applicable.
3.1.2 Language of Parts (Level AA)	Do Not Support	RefReps does not have the human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text.

Criteria	Conformance Level	Remarks and Explanations
3.2.3 Consistent Navigation (Level AA)	Supports	RefReps ensures that all pages are to be consistent in regards to functionality and appearance for ease of use.
3.2.4 Consistent Identification (Level AA)	Supports	RefReps ensures that users are provided a consistency per page that mirrors tab headers, "Log In" location, support icons, etc.
3.3.3 Error Suggestion (Level AA)	Supports	RefReps ensures that when users incur errors, that there is messaging providing tips on what to correct in order to progress.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Supports	RefReps ensures that users have the capability to delete their account if they wish. Additionally, we allow users to view their personal information and have the capacity to edit if desired.
3.3.8 Accessible Authentication (Minimum) (Level AA 2.2 only)	Supports	RefReps ensures that users have mechanisms available to assist the user in completing the cognitive function test if/when presented on the RefReps OES.
4.1.3 Status Messages (Level AA 2.1 only)	Supports	RefReps ensures that based on the type of user when joining, users will receive specific experiences respective to their own user types.

Table 3: Success Criteria, Level AAA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.6 Sign Language (Prerecorded) (Level AAA)	Does Not Support	RefReps does not currently support sign language interpretation for educational material offered.
1.2.7 Extended Audio Description (Prerecorded) (Level AAA)	Partially Supports	RefReps is striving to provide more paused, in the moment descriptions of what is occurring in the video/audio being presented.
1.2.8 Media Alternative (Prerecorded) (Level AAA)	Supports	RefReps offers pages/locations where users are able to access all of the video content that is offered in addition to the initial siting of the video.
1.2.9 Audio-only (Live) (Level AAA)	Supports	RefReps offers pages/locations where users are able to access any LIVE event that RefReps may be hosting.
1.3.6 Identify Purpose (Level AAA 2.1 and 2.2)	Supports	RefReps supports users' exploration of pages as RefReps does utilize microdata to gain insight to user interaction

Criteria	Conformance Level	Remarks and Explanations
		and intention. This is then used to create a better user experience.
1.4.6 Contrast (Enhanced) (Level AAA)	Supports	RefReps ensures that text and image ratios are met to create the most enjoyable user experience when visualizing materials, pages, etc.
1.4.7 Low or No Background Audio (Level AAA)	Supports	RefReps ensures that users will only experience background noise where it is predetermined in connection to the educational experience.
1.4.8 Visual Presentation (Level AAA)	Does Not Support	At this time RefReps is unable to confirm the verification of all standards for AAA visual presentation.
1.4.9 Images of Text (No Exception) (Level AAA)	Supports	RefReps ensures that if users see images of text, it is essential to what you are being presented and is not there to distract you.
2.1.3 Keyboard (No Exception) (Level AAA)	Does Not Support	RefReps currently does not offer the accessibility of the RefReps Officiating Education System via keyboard only. At this time you would need a computer mouse, or a touchpad/touchscreen device.
2.2.3 No Timing (Level AAA)	Partially Supports	RefReps has timed components to different educational materials. As speed is a part of the profession, it is an essential component to certain materials. Additionally, we provide tests that are required to be finished in a set time frame in order to ensure completion.
2.2.4 Interruptions (Level AAA)	Supports	RefReps ensures that users are able to postpone any notification that appears in the account until is a time that best fits the user. Only in the case of emergencies/new requirements will you be interrupted.
2.2.5 Re-authenticating (Level AAA)	Supports	RefReps ensures that when an authenticated session expires, the user can continue the activity without loss of data after re-authenticating.
2.2.6 Timeouts (Level AAA 2.1 and 2.2)	Supports	RefReps ensures that all progress is tracked and is stored for the minimum 20 hours in the case that a user is inactive for a long duration of time.
2.3.2 Three Flashes (Level AAA)	Supports	RefReps ensures that no animation/display of any kind will blink 3 times in the matter of a one second period.
2.3.3 Animation from Interactions (Level AAA 2.1 and 2.2)	Supports	RefReps ensures that any animation presented on pages are essential to the information being provided.

Criteria	Conformance Level	Remarks and Explanations
2.4.8 Location (Level AAA)	Supports	RefReps ensures that users are able to clearly locate and distinguish where they are when navigating through the depth of site pages available.
2.4.9 Link Purpose (Link Only) (Level AAA)	Partially Supports	RefReps is striving to build out preemptive link descriptors so users can clearly identify the link prior to selecting.
2.4.10 Section Headings (Level AAA)	Supports	RefReps ensures that all headers are representative of the information provided thereafter.
2.4.12 Focus Not Obscured (Enhanced) (Level AAA 2.2 only)	Does Not Support	RefReps does not offer the functionality of the keyboard in a manner that will aid in the purpose of the platform.
2.4.13 Focus Appearance (Level AAA 2.2 only)	Does Not Support	RefReps does not offer the functionality of the keyboard in a manner that will aid in the purpose of the platform.
2.5.5 Target Size (Level AAA 2.1 and 2.2)	Partially Supports	RefReps provides ample space around selectable items to aid in the user experience when attempting to select items.
2.5.6 Concurrent Input Mechanisms (Level AAA 2.1 and 2.2)	Supports	RefReps' web content does not restrict use of input modalities available on a platform except where the restriction is essential, required to ensure the security of the content, or required to respect user settings.
3.1.3 Unusual Words (Level AAA)	Supports	RefReps ensures that users will be provided an easy search engine to help identify unusual words/phrases.
3.1.4 Abbreviations (Level AAA)	Does Not Support	RefReps currently does not provide a way to expand abbreviations.
3.1.5 Reading Level (Level AAA)	Supports	RefReps ensures that the material does not require reading ability more advanced than the lower secondary education level.
3.1.6 Pronunciation (Level AAA)	Does Not Support	RefReps currently does not provide a functionality that gives the pronunciation of terms/words that may be presented in the material.
3.2.5 Change on Request (Level AAA)	Does Not Support	RefReps currently does not provide the option for users to accept and allow platform updates.
3.3.5 Help (Level AAA)	Supports	RefReps ensures that users are provided ample support resources to help in case of any confusion.
3.3.6 Error Prevention (All) (Level AAA)	Supports	RefReps ensures that users have the capability to reverse/delete their account if they wish. Additionally, we allow users to view their personal information and have the capacity to edit if desired.

Criteria	Conformance Level	Remarks and Explanations
3.3.9 Accessible Authentication (Enhanced) (Level AAA 2.2 only)	Supports	RefReps ensures that users have mechanisms available to assist the user in completing the cognitive function test if/when presented on the RefReps OES.

Legal Disclaimer RefReps

The conformance levels provided above were done solely by the RefReps Team and reflect what is recognized to be true of each criteria in regards to the RefReps Officiating Education System as of March 21st, 2025. Please keep in mind that we are striving to reach a complete Level AAA and commend the patience to all of those who may be in need of these functionalities that are on the way.