

**SOFTWARE SERVICES AGREEMENT  
BETWEEN LANGUAGE TESTING INTERNATIONAL INC.  
AND POUDRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is entered into as of December 03, 2025, 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 Language Testing International Inc. (the “Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

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

- 1.1. This Agreement shall commence as of December 3, 2025, and shall continue through and including December 2, 2026, unless earlier terminated as provided herein.
- 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 AAPPL assessing language proficiency in the following skills: listening, speaking, writing, and reading, for use in the District in accordance with the scope of work set forth in the attached Exhibit A (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. 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.
- 2.5. 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.
- 2.6. 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.
  - 2.6.1. 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.
  - 2.6.2. District issued purchase orders are required for purchases greater than Ten Thousand Dollars and Zero Cents (\$10,000.00).
  - 2.6.3. 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.
  - 2.6.4. Direct communication with schools or sales must be approved by contact in section 19 of this agreement.
- 2.7. **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](mailto: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.
  - 2.7.1. Invoices will generally be paid within thirty (30) days following the District representative's approval.
  - 2.7.2. 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.
  - 2.7.3. 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.

- 2.7.4. 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.
- 2.8. 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.
- 2.9. 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.
- 2.10. 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.
- 2.11. 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.

2.12. **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.

- 2.12.1. The Vendor shall additionally provide the names of the Sales Representative’s manager and regional representative for escalation of issues.
- 2.12.2. Vendor shall provide emergency contact information in the event of an emergency situation at one of the schools/sites.
- 2.12.3. Sales Representative shall maintain a response time not to exceed two (2) hours.
- 2.12.4. Excluding the weekends, Sales Representative shall provide a secondary direct contact when out of the office for more than twenty-four (24) hours.
- 2.12.5. District reserves the right to request a change in Sales Representative.
- 2.12.6. 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.
- 2.12.7. The Sales Representative shall provide the following Services and any others as needed throughout the term of the agreement, and any extensions:
  - 2.12.7.1. Handle all District concerns or inquiries about any products or Services.
  - 2.12.7.2. 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.

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

2.12.7.4. 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. 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.

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 B.

- 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

Language Testing International Inc.  
Attn: Whitney Krah  
580 White Plains Rd  
Tarrytown, NY 10591-5181  
Email: [privacy@languagetesting.com](mailto:privacy@languagetesting.com),  
wkrahn@languagetesting.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](mailto: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.

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

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.

LANGUAGE TESTING INTERNATIONAL

By:   
[Jay Rhyu \(Jan 14, 2026 20:35:27 EST\)](#)

Jay Rhyu  
Chief Financial Officer

POUDRE SCHOOL DISTRICT R-1

By:   
[R David Montoya \(Jan 16, 2026 09:30:40 MST\)](#)

R. David Montoya  
Chief Finance Officer

By:   
[Amanda Kreiger \(Jan 16, 2026 08:49:00 MST\)](#)

Amanda Kreiger  
Director Curriculum & Instruction

# Exhibit A



## STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

Colorado's Student Data Transparency and Security Act [*C.R.S. Section 22-16-101 et seq.*]<sup>1</sup>] requires Poudre School District (PSD) to set forth certain contractual requirements before agreeing to the use of products that share student data. Due to the specificity of this language, PSD has opted to use its own contract to ensure compliance and alignment with the law and U.S. Department of Education recommendations regarding National Institutes of Standards and Technology Guidelines for Media Sanitization.

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

Please provide the following information to facilitate the contracting process:

1. Detailed, formal description of product and scope of work to be completed.

- *Descriptions should not include wording such as "most used" or "used by X number of schools."*
- *Service descriptions should be detailed and free of sales language so it's clear what's being purchased.*

The AAPPL assesses language proficiency in the following skills: listening, speaking, writing, and reading. The OPI & WPT bundle for the Seal of Biliteracy assesses proficiency in speaking and writing. The LTI Client Site is the secure portal that clients use to set up and manage accounts, order tests, download student testing credentials, review the status of ordered tests, receive test results, and access student score reports and certificates.

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.*

See below and attached data tables at the end of this document.

<i>Student</i>	<i>Teacher</i>	<i>Admin</i>	<i>Meta Data</i>
State	Name	Name	Login Date/Time Stamp
District and School	Email	Email	IP Address
Teacher	Phone Number (Optional)	Phone Number	Operating System
First and Last Name	School/District Name	School/District Name	Browser (Version)
Student ID # (Any format)	School/District Address	School/District Address	

(Student data fields continued from above) Language; Gender by which student should be addressed; writing style (Chinese only); AAPPL components—ILS, PW, IL, IR; Test Form; Grade Level; Grade; Year of language study in which student is currently enrolled; Type of Instruction; Student's relationship to target language; OPI Time Zone; OPI 1st/2nd/3rd Choice Date; OPI 1st/2nd/3rd Choice Start/End Time

3. What is the purpose of collecting student data?

Student data are used exclusively for test ordering and processing, score reporting, and the generation of Certificates and Score Reports.

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

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

Amazon AWS (cloud storage)

Learnosity

Verifcient

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

Amazon AWS provides data storage. Learnosity receives and stores anonymous AAPPL test responses as part of the testing process before those responses flow into the vendor's systems for scoring. If remote proctoring is used (only for students over 13 years of age), Verifcient records remote proctoring student testing sessions; recordings are deleted withing 14 days.

6. Please provide:

- Current quote (if available)

n/a

- Tiered pricing for future purchases

n/a

- Name and email for contract notices

~~Leonardo Islas, lislas@languagetesting.com~~

Whitney Krahn, wkrahn@languagetesting.com

- Name and title of person who will sign the contract

For Sales Contract: Jay Rhyu, Chief Financial Officer

For Data Privacy Agreement: Adam Ganser, Vice President of Information Technology

- Does the system allow integration for rostering?

Yes  No

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

Clever, OneRoster or custom SFTP integrations currently in place with incremental effort to customize for client as needed (may be additional cost)

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 are collected through the use of the vendor's systems?

The following data fields are collected for all services related to the following products.

- ACTFL Assessment of Performance toward Proficiency in Languages® (AAPPL)
- ACTFL Oral Proficiency Interview & Writing Proficiency Test for the Seal of Biliteracy® (OPI & WPT for SOBL)
- LTI Client Site

Data Collected	General Purpose of Data Collection
AAPPL component(s): ILS, PW, IL, IR	There are 4 components to the AAPPL test: Listening & Speaking, Writing, Listening Comprehension, Reading Comprehension. Clients may order just 1 or all 4 of the components.
Admin/Teacher Email	Account creation (Admin = parent account holder; Teacher = each individual user under parent account)
Admin/Teacher Name	Account creation
Admin/Teacher Phone Number	Account creation (Teacher phone numbers are optional.)
Browser (Version)	To assist with technical troubleshooting in case of compatibility issues with our test platforms
Gender by which student should be addressed	AAPPL: For Arabic test takers. Gender is also collected to assist ACTFL (the test developer) in conducting anonymized analysis to confirm there is no bias or adverse impact based on gender.
Grade (3-12)	AAPPL: For test ordering, login, score report, certificate. For anonymized school-/district-/teacher-level and comparative reports.
Grade (11-12)	OPI & WPT for SOBL: For compliance check. (Only for 11th and 12th graders.)
Grade Level (middle school, high school)	AAPPL: For test ordering, login, score report, certificate. For anonymized school-/district-/teacher-level and comparative reports.
IP Address	To assist with technical troubleshooting in case of compatibility issues with our test platforms
Language being tested	For test ordering, login, score report, certificate
Login Date/Time Stamp	For test assessment and rating and score reports
Operating System	To assist with technical troubleshooting in case of compatibility issues with our test platforms
OPI: (enter "x" if testing)	OPI & WPT for SOBL: For test ordering, login, score report, certificate
OPI: 1 <sup>st</sup> /2 <sup>nd</sup> /3 <sup>rd</sup> Choice Date	OPI & WPT for SOBL: For OPI scheduling
OPI: 1 <sup>st</sup> /2 <sup>nd</sup> /3 <sup>rd</sup> Choice End time	OPI & WPT for SOBL: For OPI scheduling
OPI: 1 <sup>st</sup> /2 <sup>nd</sup> /3 <sup>rd</sup> Choice Start time	OPI & WPT for SOBL: For OPI scheduling
OPI: Time Zone	OPI & WPT for SOBL: For OPI scheduling
School/District Address	Account creation
School/District Name	Account creation
State/Province	Account creation
Student First Name	For test ordering, login, score report, certificate
Student ID Number (any format)	For test ordering, login, score report, certificate
Student Last Name	For test ordering, login, score report, certificate
Student's relationship to target language	AAPPL: For anonymized school-/district-/teacher-level and comparative reports OPI & WPT for SOBL: To assist ACTFL with test/item performance analysis.
Teacher First & Last Name	Account creation
Test Form	AAPPL: For test ordering purposes only
Type of Instruction (Traditional, online, etc.)	AAPPL: For anonymized school-/district-/teacher-level and comparative reports.
WPT: (enter "x" if testing)	OPI & WPT for SOBL: For test ordering, login, score report, certificate
Writing style (Chinese only)	AAPPL: Chinese has two writing styles: Traditional or Simplified.
Year of language study in which student is currently enrolled	AAPPL: For anonymized school-/district-/teacher-level and comparative reports.

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

Third-Party Vendor	URL	Description
Amazon AWS	<a href="https://aws.amazon.com/">https://aws.amazon.com/</a>	Web hosting and data storage
Learnosity	<a href="https://learnosity.com/">https://learnosity.com/</a>	Support platform
Verifient	<a href="https://verifient.com/">https://verifient.com/</a>	Remote computer proctoring

# Exhibit B

Test Type	Name	Description	Price	Remote Proctoring Option
<b>SPEAKING</b>	<b>OPI®</b> Oral Proficiency Interview	The ACTFL Oral Proficiency Interview (OPI) is a valid and reliable means of assessing how well a person speaks a language. It is a 20-30 minute one-on-one interview between a certified ACTFL tester and an examinee. The interview is interactive and continuously adapts to the interests and abilities of the speaker.	<b>\$145.00</b>	N/A
<b>SPEAKING</b>	<b>OPIc®</b> Oral Proficiency Interview by Computer	The ACTFL OPIc is an internet delivered test which provides valid and reliable oral proficiency testing on a large scale. The computer delivered assessment emulates the 'live' OPI, but delivery of questions is through a carefully designed computer program, and via a virtual avatar. Thus the test can be taken on demand, and at a time convenient to the candidate and proctor. The average time to administer the test is between 20 and 40 minutes to complete.	<b>\$73.00</b>	N/A
<b>LISTENING</b>	<b>LPT</b> Listening Proficiency Test	The ACTFL Listening Proficiency Test (LPT) is a proctored, online, proficiency-based test for the global assessment of listening ability in a language. LPTs measure how well a person understands spoken language. The LPT is an assessment of how well you can understand the spoken language. The test presents between 10 to 25 listening passages spoken in the target language being assessed. Listening passages vary in genre, content, length, and complexity depending on the level being targeted. Each passage is followed by three multiple choice questions, written in the target language. The average administration time for two-level forms is 50 minutes.	<b>\$31.00</b>	N/A
<b>READING</b>	<b>RPT</b> Reading Proficiency Test	The Reading Proficiency Test (RPT) is a proctored, online, proficiency-based test for the global assessment of reading ability in a language. It is an assessment of the interpretive communication. RPTs measure how well a person spontaneously understands written language. Rather than assessing what you "know" about the language, the RPT is an assessment of how well you can understand the written language. It presents between 10 to 25 reading texts written in the target language being assessed. Reading texts vary in genre, content, length, and complexity depending on the level being targeted. Each text is followed by three multiple choice questions, written in the target language. The average administration time is between 40 - 80 minutes.	<b>\$31.00</b>	N/A
<b>WRITING</b>	<b>WPT</b> Writing Proficiency Test	The ACTFL Writing Proficiency Test (WPT) is a web-based, proctored, standardized test of the global assessment of functional writing ability in a language. The WPT measures how well a person spontaneously writes in a language (without access to revisions and/or editing tools). ACTFL writing tests assess writing proficiency in terms of the ability to write effectively and appropriately for real-life writing purposes. The average administration time is between 40 - 80 minutes.	<b>\$73.00</b>	N/A
<b>LISTENING &amp; READING</b>	<b>L&amp;Rcat</b> Listening & Reading Computer Adaptive Test	The ACTFL Listening Proficiency and Reading computer adaptive test (L&Rcat) addresses the interpretive mode of communication, measuring how well the test taker can listen to and read English. The listening section measures how well the test taker can spontaneously understand spoken language, without the ability to re-listen or ask for clarification; the reading section measures how well the test taker can spontaneously read a language when presented with written texts without access to dictionaries or grammar references.  As a computer adaptive test the L&Rcat adapts to the test taker's listening and reading abilities; the computer algorithm successively selects questions based on the test taker's performance on previous questions for the purpose of maximizing the precision of the exam. This test is administered online with a remote proctor. Test administration ranges from 50 to 105 minutes.	<b>\$41.00</b>	N/A
<b>K-12 Test of 4 skills</b>	<b>AAPPL</b> Assessment of Performance toward Proficiency in Languages	The ACTFL Assessment of Performance toward Proficiency in Languages (AAPPL) is a web-based proficiency and performance assessment of K-12 standards-based language learning. It assesses tasks across the three modes of communication as defined by the <b>World-Readiness Standards for Learning Languages</b> . AAPPL often situates tasks within the context of today's communication media. For example, test takers perform tasks such as participating in a virtual video chat, creating wikis, and e-mailing to demonstrate language ability.  AAPPL places the value of communication front and center, assessing language performance and proficiency via the three modes of communication. The AAPPL assesses, Interpersonal Listening/Speaking, Presentational Writing, Interpretive Reading and Listening. Test administration is approximately 30 minutes per component.	All 4 skills: <b>\$22.50</b> Individually, ILS: <b>\$11.00</b> PW: <b>\$6.00</b> IR & IL: <b>\$5.50</b> (IR & IL only offered together) ASL: <b>\$24.50</b> II: \$14.00 RC: \$12.50	<b>+\$5.00</b>

<b>K-12 READING</b>	<b>ALIRA</b> Latin Interpretative Reading Assessment	<p>ALIRA was created through a collaborative effort between The American Classical League (ACL) and ACTFL. It is a first-of-its kind assessment that is based on both the World-Readiness Standards for Learning Languages and the Standards for Classical Language Learning. It is a four-option, multiple choice, computer-adaptive assessment that can be delivered in a single class period.</p> <p>ALIRA assesses Interpretive Reading in Latin. ALIRA uses a wide variety of texts including shorter and longer texts from ancient Rome, authentic historical documents, and modern texts from today's classical studies classrooms.</p> <p>Test administration ranges from 20 to 30 minutes.</p>	<b>\$11.00</b>	N/A
<b>OPI &amp; WPT for the Seal of Biliteracy</b>	<b>OPI &amp; WPT</b>	<p>The OPI &amp; WPT for the Seal of Biliteracy bundle is available to learners in 11th and 12th grade who are pursuing their state's Seal of Biliteracy in less commonly taught languages. It targets the Novice Low to Advanced Mid proficiency range and is available in 24 languages. It can be ordered from December through May each year.</p>	<b>\$55 for AAPPL users \$209 for non- AAPPL users</b>	<b>+\$5.00 +10.00</b>
<b>OPI Rescheduling &amp; Cancellation Fees</b>		Less than 24 hours <b>\$60.00</b> Less than 72 hours <b>\$40.00</b>		
<b>OPic, RPT, WPT, LPT, L&amp;Rcat Rescheduling &amp; Cancellation Fees</b>		Less than 24 hours <b>\$25.00</b> Less than 72 hours <b>\$17.50</b>		

Prices are valid for the school year 2025-2026. Prices are subject to change without notice.

# Exhibit C



# Language Testing International, Inc.

## Accessibility Conformance Report

### WCAG Edition

(Based on VPAT® Version 2.5)

**Name of Product/Version:** ACTFL Assessment of Performance toward Proficiency in Languages® (AAPPL)

**Report Date:** December 12, 2024

#### Product Description:

The ACTFL Assessment of Performance toward Proficiency in Languages® (AAPPL) is a web-based proficiency and performance assessment of K-12 standards-based language learning. It assesses language ability across the three modes of communication as defined by the World-Readiness Standards for Learning Languages across the three modes of communication (Interpersonal, Presentational, and Interpretive). Tasks on the AAPPL are often situated within the context of today's communication media. For example, test takers perform tasks such as answering questions posed by a video chat partner, reading social media posts, and e-mailing a pen pal to demonstrate language ability.

The AAPPL tasks are informed by the functions described in the ACTFL Proficiency Guidelines and ratings are assigned according to the ACTFL Performance Descriptors for Language Learners.

The four components of the AAPPL take a total of approximately two hours. Each component can be administered separately and in any order. The AAPPL can be ordered as a combined four-component test or in other bundled combinations.

The AAPPL is delivered over the internet, under proctored conditions, and requires each user to have headphones with a microphone.

There are five forms of the AAPPL that assess different ranges of language ability. Form A has a high school form and an elementary/middle school form that are designed to measure language in the Novice to Intermediate ranges according to the ACTFL Performance Descriptors for Language Learners. Form B also has a high school form and an elementary/middle school form and is appropriate for users at the Intermediate to Advanced ranges. Form E offers the Interpersonal Listening and Speaking (ILS) component for users in grades 3 and 4 and targets the Novice to Intermediate level.

The AAPPL assesses the ability of a user to engage in linguistic tasks on topics of personal, social, and academic relevance across the three modes of communication. Each task, such as writing an email message, video-chatting in the target language, or making selections from something heard or read, takes place in the context of the language classroom. AAPPL's content is refreshed every year, developed by ACTFL in direct collaboration with assessment, pedagogy, and language experts.

A single AAPPL Score, according to the ACTFL Performance Scale, is issued for each component of the test: Interpersonal Listening/Speaking (ILS), Presentational Writing (PW), Interpretive Reading (IR), and Interpretive Listening (IL). Users receive a written AAPPL Score Report consisting of an AAPPL Score for each component, a brief narrative explaining each score, and recommendations for improvement; users also receive an official ACTFL certificate documenting their achievements. All scoring is conducted by ACTFL-Certified AAPPL raters.

**Contact Information:** [accommodations@languagetesting.com](mailto:accommodations@languagetesting.com)

**Notes:**

- LTI's responses to this VPAT template are in red so that the reader can more easily identify them.
- Features reported in this VPAT as "Partially Supports" or "Does Not Support" are on LTI's product roadmap for remediation.
- A Revised Section 508 Report is available in the Revised Section 508 Edition of this VPAT, which is available from LTI upon request.

# Evaluation Methods Used:

LTI's Assessment Product team conducted this VPAT review in November/December 2024 using multiple language versions of the product. Testing was conducted with a variety of assistive technologies, including JAWS 2025.2410.106 and VoiceOver v10, with the latest versions of the following web browsers: Chrome, Safari, Firefox, and Edge. Both mouse and keyboard-only interactions were tested to ensure comprehensive evaluation.

## Applicable Standards/Guidelines

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

Standard/Guideline	Included In Report
<a href="#">Web Content Accessibility Guidelines 2.0</a>	Level A (Yes) Level AA (Yes) Level AAA (No)
<a href="#">Web Content Accessibility Guidelines 2.1</a>	Level A (Yes) Level AA (Yes) Level AAA (No)
<a href="#">Web Content Accessibility Guidelines 2.2</a>	Level A (No) Level AA (No) Level AAA (No)

## Terms

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

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.

# WCAG 2.1 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
<a href="#">1.1.1 Non-text Content</a> (Level A)	Supports	
<a href="#">1.2.1 Audio-only and Video-only (Prerecorded)</a> (Level A)	Supports	
<a href="#">1.2.2 Captions (Prerecorded)</a> (Level A)	Supports	
<a href="#">1.2.3 Audio Description or Media Alternative (Prerecorded)</a> (Level A)	Supports	
<a href="#">1.3.1 Info and Relationships</a> (Level A)	Supports	
<a href="#">1.3.2 Meaningful Sequence</a> (Level A)	Supports	
<a href="#">1.3.3 Sensory Characteristics</a> (Level A)	Supports	
<a href="#">1.4.1 Use of Color</a> (Level A)	Supports	
<a href="#">1.4.2 Audio Control</a> (Level A)	Supports	
<a href="#">2.1.1 Keyboard</a> (Level A)	Supports	
<a href="#">2.1.2 No Keyboard Trap</a> (Level A)	Supports	
<a href="#">2.1.4 Character Key Shortcuts</a> (Level A 2.1 and 2.2)	Supports	
<a href="#">2.2.1 Timing Adjustable</a> (Level A)	Supports	
<a href="#">2.2.2 Pause, Stop, Hide</a> (Level A)	Supports	
<a href="#">2.3.1 Three Flashes or Below Threshold</a> (Level A)	Supports	
<a href="#">2.4.1 Bypass Blocks</a> (Level A)	Supports	
<a href="#">2.4.2 Page Titled</a> (Level A)	Supports	
<a href="#">2.4.3 Focus Order</a> (Level A)	Supports	
<a href="#">2.4.4 Link Purpose (In Context)</a> (Level A)	Supports	
<a href="#">2.5.1 Pointer Gestures</a> (Level A 2.1 and 2.2)	Supports	
<a href="#">2.5.2 Pointer Cancellation</a> (Level A 2.1 and 2.2)	Supports	
<a href="#">2.5.3 Label in Name</a> (Level A 2.1 and 2.2)	Supports	

Criteria	Conformance Level	Remarks and Explanations
<a href="#">2.5.4 Motion Actuation</a> (Level A 2.1 and 2.2)	Supports	
<a href="#">3.1.1 Language of Page</a> (Level A)	Supports	
<a href="#">3.2.1 On Focus</a> (Level A)	Supports	
<a href="#">3.2.2 On Input</a> (Level A)	Supports	
<a href="#">3.2.6 Consistent Help</a> (Level A 2.2 only)	Not Applicable	Product not reviewed for WCAG 2.2 compliance.
<a href="#">3.3.1 Error Identification</a> (Level A)	Supports	
<a href="#">3.3.2 Labels or Instructions</a> (Level A)	Supports	
<a href="#">3.3.7 Redundant Entry</a> (Level A 2.2 only)	Not Applicable	Product not reviewed for WCAG 2.2 compliance.
<a href="#">4.1.1 Parsing</a> (Level A) WCAG 2.0 and 2.1 – Always answer ‘Supports’ WCAG 2.2 (obsolete and removed) - Does not apply	Supports	For WCAG 2.0 and 2.1, the September 2023 errata update indicates this criterion is always supported. See the <a href="#">WCAG 2.0 Editorial Errata</a> and the <a href="#">WCAG 2.1 Editorial Errata</a> .
<a href="#">4.1.2 Name, Role, Value</a> (Level A)	Supports	

**Table 2: Success Criteria, Level AA**

Notes:

Criteria	Conformance Level	Remarks and Explanations
<a href="#">1.2.4 Captions (Live)</a> (Level AA)	Supports	
<a href="#">1.2.5 Audio Description (Prerecorded)</a> (Level AA)	Supports	
<a href="#">1.3.4 Orientation</a> (Level AA 2.1 and 2.2)	Supports	
<a href="#">1.3.5 Identify Input Purpose</a> (Level AA 2.1 and 2.2)	Supports	
<a href="#">1.4.3 Contrast (Minimum)</a> (Level AA)	Supports	
<a href="#">1.4.4 Resize text</a> (Level AA)	Supports	
<a href="#">1.4.5 Images of Text</a> (Level AA)	Supports	
<a href="#">1.4.10 Reflow</a> (Level AA 2.1 and 2.2)	Supports	
<a href="#">1.4.11 Non-text Contrast</a> (Level AA 2.1 and 2.2)	Supports	
<a href="#">1.4.12 Text Spacing</a> (Level AA 2.1 and 2.2)	Supports	
<a href="#">1.4.13 Content on Hover or Focus</a> (Level AA 2.1 and 2.2)	Supports	
<a href="#">2.4.5 Multiple Ways</a> (Level AA)	Supports	
<a href="#">2.4.6 Headings and Labels</a> (Level AA)	Supports	

Criteria	Conformance Level	Remarks and Explanations
<a href="#"><u>2.4.7 Focus Visible</u></a> (Level AA)	Supports	
<a href="#"><u>2.4.11 Focus Not Obscured (Minimum)</u></a> (Level AA 2.2 only)	Not Applicable	Product not reviewed for WCAG 2.2 compliance.
<a href="#"><u>2.5.7 Dragging Movements</u></a> (Level AA 2.2 only)	Not Applicable	Product not reviewed for WCAG 2.2 compliance.
<a href="#"><u>2.5.8 Target Size (Minimum)</u></a> (Level AA 2.2 only)	Not Applicable	Product not reviewed for WCAG 2.2 compliance.
<a href="#"><u>3.1.2 Language of Parts</u></a> (Level AA)	Supports	
<a href="#"><u>3.2.3 Consistent Navigation</u></a> (Level AA)	Supports	
<a href="#"><u>3.2.4 Consistent Identification</u></a> (Level AA)	Supports	
<a href="#"><u>3.3.3 Error Suggestion</u></a> (Level AA)	Supports	
<a href="#"><u>3.3.4 Error Prevention (Legal, Financial, Data)</u></a> (Level AA)	Supports	Right after logging in, users can check or uncheck the Assessment Integrity Policy and Penalties statements as many times as they'd like. However, they must ultimately check all boxes to move on to the test.
<a href="#"><u>3.3.8 Accessible Authentication (Minimum)</u></a> (Level AA 2.2 only)	Not Applicable	Product not reviewed for WCAG 2.2 compliance.
<a href="#"><u>4.1.3 Status Messages</u></a> (Level AA 2.1 and 2.2)	Supports	

**Table 3: Success Criteria, Level AAA**

Note: The product was not reviewed for Level AAA compliance.

## Language Testing International, Inc. Legal Disclaimer

The information above describes this product's ability to support the applicable Standards/Guidelines, subject to LTI's interpretation of those standards and the remarks in this document. For more information regarding the accessibility status of this product or other products available through LTI, please contact [accommodations@languagetesting.com](mailto:accommodations@languagetesting.com).

This document is provided for information purposes only and the contents hereof are subject to change without notice. LTI does not warrant that this document is error free, nor does it provide any other warranties or conditions, whether expressed orally or implied by law, including implied warranties and conditions of merchantability or fitness for a particular purpose. LTI specifically disclaims any liability with respect to this document and no contractual obligations are formed either directly or indirectly by this document. LTI further makes no representation concerning the ability of assistive technologies or other products to interoperate with LTI products. This document addresses the named product only.



# Language Testing International, Inc.

## Accessibility Conformance Report

### Revised Section 508 Edition

(Based on VPAT® Version 2.5)

**Name of Product/Version:** ACTFL Assessment of Performance toward Proficiency in Languages® (AAPPL)

**Report Date:** December 12, 2024

#### Product Description:

The ACTFL Assessment of Performance toward Proficiency in Languages® (AAPPL) is a web-based proficiency and performance assessment of K-12 standards-based language learning. It assesses language ability across the three modes of communication as defined by the World-Readiness Standards for Learning Languages across the three modes of communication (Interpersonal, Presentational, and Interpretive). Tasks on the AAPPL are often situated within the context of today's communication media. For example, test takers perform tasks such as answering questions posed by a video chat partner, reading social media posts, and e-mailing a pen pal to demonstrate language ability.

The AAPPL tasks are informed by the functions described in the ACTFL Proficiency Guidelines and ratings are assigned according to the ACTFL Performance Descriptors for Language Learners.

The four components of the AAPPL take a total of approximately two hours. Each component can be administered separately and in any order. The AAPPL can be ordered as a combined four-component test or in other bundled combinations.

The AAPPL is delivered over the internet, under proctored conditions, and requires each user to have headphones with a microphone.

There are five forms of the AAPPL that assess different ranges of language ability. Form A has a high school form and an elementary/middle school form that are designed to measure language in the Novice to Intermediate ranges according to the ACTFL Performance Descriptors for Language Learners. Form B also has a high school form and an elementary/middle school form and is appropriate for users at the Intermediate to Advanced ranges. Form E offers the Interpersonal Listening and Speaking (ILS) component for users in grades 3 and 4 and targets the Novice to Intermediate level.

The AAPPL assesses the ability of a user to engage in linguistic tasks on topics of personal, social, and academic relevance across the three modes of communication. Each task, such as writing an email message, video-chatting in the target language, or making selections from something heard or read, takes place in the context of the language classroom. AAPPL's content is refreshed every year, developed by ACTFL in direct collaboration with assessment, pedagogy, and language experts.

A single AAPPL Score, according to the ACTFL Performance Scale, is issued for each component of the test: Interpersonal Listening/Speaking (ILS), Presentational Writing (PW), Interpretive Reading (IR), and Interpretive Listening (IL). Users receive a written AAPPL Score Report consisting of an AAPPL Score for each component, a brief narrative explaining each score, and recommendations for improvement; users also receive an official ACTFL certificate documenting their achievements. All scoring is conducted by ACTFL-Certified AAPPL raters.

**Contact Information:** [accommodations@languagetesting.com](mailto:accommodations@languagetesting.com)

## **Notes:**

- LTI's responses to this VPAT template are in red so that the reader can more easily identify them.
- Features reported in this VPAT as "Partially Supports" or "Does Not Support" are on LTI's product roadmap for remediation.
- A WCAG 2.1 Report is available in the WCAG Edition of this VPAT, which is available from LTI upon request.

# Evaluation Methods Used:

LTI's Assessment Product team conducted this VPAT review in November/December 2024 using multiple language versions of the product. Testing was conducted with a variety of assistive technologies, including JAWS 2025.2410.106 and VoiceOver v10, with the latest versions of the following web browsers: Chrome, Safari, Firefox, and Edge. Both mouse and keyboard-only interactions were tested to ensure comprehensive evaluation.

# Applicable Standards/Guidelines

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

Standard/Guideline	Included In Report
<a href="#">Web Content Accessibility Guidelines 2.0</a>	Level A (Yes) Level AA (Yes) Level AAA (No)
<a href="#">Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018</a>	(Yes)

# Terms

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

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.

# WCAG 2.0 Report

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

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

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

## Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
<b><a href="#">1.1.1 Non-text Content</a></b> (Level A)  Also applies to: Revised Section 508 <ul style="list-style-type: none"><li>• 501 (Web)(Software)</li><li>• 504.2 (Authoring Tool)</li><li>• 602.3 (Support Docs)</li></ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<b><a href="#">1.2.1 Audio-only and Video-only (Prerecorded)</a></b> (Level A)  Also applies to: Revised Section 508 <ul style="list-style-type: none"><li>• 501 (Web)(Software)</li><li>• 504.2 (Authoring Tool)</li><li>• 602.3 (Support Docs)</li></ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<b><a href="#">1.2.2 Captions (Prerecorded)</a></b> (Level A)  Also applies to: Revised Section 508 <ul style="list-style-type: none"><li>• 501 (Web)(Software)</li><li>• 504.2 (Authoring Tool)</li><li>• 602.3 (Support Docs)</li></ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<b><a href="#">1.2.3 Audio Description or Media Alternative (Prerecorded)</a></b> (Level A)  Also applies to:	Web: <b>Supports</b> Electronic Docs:	Web: Electronic Docs:

Criteria	Conformance Level	Remarks and Explanations
Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	Software: Authoring Tool:	Software: Authoring Tool:
<u><a href="#">1.3.1 Info and Relationships</a></u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u><a href="#">1.3.2 Meaningful Sequence</a></u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u><a href="#">1.3.3 Sensory Characteristics</a></u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u><a href="#">1.4.1 Use of Color</a></u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u><a href="#">1.4.2 Audio Control</a></u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
<p><b>2.1.1 Keyboard</b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web: <b>Supports</b></p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>
<p><b>2.1.2 No Keyboard Trap</b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web: <b>Supports</b></p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>
<p><b>2.2.1 Timing Adjustable</b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web: <b>Supports</b></p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>
<p><b>2.2.2 Pause, Stop, Hide</b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web: <b>Supports</b></p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>
<p><b>2.3.1 Three Flashes or Below Threshold</b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web: <b>Supports</b></p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>
<p><b>2.4.1 Bypass Blocks</b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software) – Does not apply to non-web software</li> </ul>	<p>Web: <b>Supports</b></p> <p>Electronic Docs:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Authoring Tool:</p>

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs) – Does not apply to non-web docs</li> </ul>		
<p><b>2.4.2 Page Titled</b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<p><b>2.4.3 Focus Order</b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<p><b>2.4.4 Link Purpose (In Context)</b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<p><b>3.1.1 Language of Page</b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<p><b>3.2.1 On Focus</b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<p><b>3.2.2 On Input</b> (Level A)</p> <p>Also applies to:</p>	Web: <b>Supports</b> Electronic Docs:	Web: Electronic Docs:

Criteria	Conformance Level	Remarks and Explanations
Revised Section 508 <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Software: Authoring Tool:	Software: Authoring Tool:
<b>3.3.1 Error Identification</b> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<b>3.3.2 Labels or Instructions</b> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<b>4.1.1 Parsing</b> (Level A) Also applies to: WCAG 2.0 – Always answer ‘Supports’ Revised Section 508 <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Supports	For WCAG 2.0 and the 508 standards, the September 2023 errata update indicates this criterion is always supported. See the <a href="#">WCAG 2.0 Editorial Errata</a> .
<b>4.1.2 Name, Role, Value</b> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

**Table 2: Success Criteria, Level AA**

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p><b><u>1.2.4 Captions (Live)</u></b> (Level AA)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<p><b><u>1.2.5 Audio Description (Prerecorded)</u></b> (Level AA)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<p><b><u>1.4.3 Contrast (Minimum)</u></b> (Level AA)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<p><b><u>1.4.4 Resize text</u></b> (Level AA)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<p><b><u>1.4.5 Images of Text</u></b> (Level AA)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<p><b><u>2.4.5 Multiple Ways</u></b> (Level AA)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software) – Does not apply to non-web software</li> </ul>	Web: <b>Supports</b> Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs) – Does not apply to non-web docs</li> </ul>		
<p><b>2.4.6 Headings and Labels</b> (Level AA)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<p><b>2.4.7 Focus Visible</b> (Level AA)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<p><b>3.1.2 Language of Parts</b> (Level AA)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<p><b>3.2.3 Consistent Navigation</b> (Level AA)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software) – Does not apply to non-web software</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs) – Does not apply to non-web docs</li> </ul>	Web: <b>Supports</b> Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:
<p><b>3.2.4 Consistent Identification</b> (Level AA)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software) – Does not apply to non-web software</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs) – Does not apply to non-web docs</li> </ul>	Web: <b>Supports</b> Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:
<p><b>3.3.3 Error Suggestion</b> (Level AA)</p> <p>Also applies to:</p>	Web: <b>Supports</b> Electronic Docs:	Web: Electronic Docs:

Criteria	Conformance Level	Remarks and Explanations
Revised Section 508 <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Software: Authoring Tool:	Software: Authoring Tool:
<a href="#"><b>3.3.4 Error Prevention (Legal, Financial, Data)</b></a> (Level AA)  Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Right after logging in, users can check or uncheck the Assessment Integrity Policy and Penalties statements as many times as they'd like. However, they must ultimately check all boxes to move on to the test. Electronic Docs: Software: Authoring Tool:

### Table 3: Success Criteria, Level AAA

Note: The product was not reviewed for Level AAA compliance.

## Revised Section 508 Report

Notes:

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

Notes:

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision	<b>Supports</b>	
302.2 With Limited Vision	<b>Supports</b>	
302.3 Without Perception of Color	<b>Supports</b>	
302.4 Without Hearing	<b>Supports</b>	
302.5 With Limited Hearing	<b>Supports</b>	
302.6 Without Speech	<b>Supports</b>	<b>Supports: IL, IR, PW</b>

Criteria	Conformance Level	Remarks and Explanations
		<b>Not Applicable:</b> ILS. The ILS component is essentially a speaking test. Providing an alternative to recording spoken responses to the video prompts would negate the construct of the component.
302.7 With Limited Manipulation	Supports	
302.8 With Limited Reach and Strength	Supports	
302.9 With Limited Language, Cognitive, and Learning Abilities	Partially Supports	The product is a high-stakes, standardized language test of listening, reading, speaking and writing proficiency that measures these proficiencies against ACTFL descriptors and standards. Alternate versions are not available for users with these attributes, but the interface is clean and clear, with no extraneous or distracting images on the page, supporting users of all abilities included in this criterion to complete the tasks that make up each component of the product.

## Chapter 4: [Hardware](#)

Note: These criteria are all Not Applicable because the product is not Hardware.

## Chapter 5: [Software](#)

Notes:

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

Criteria	Conformance Level	Remarks and Explanations
502.3.7 Hierarchical Relationships	Supports	
502.3.8 Text	Supports	
502.3.9 Modification of Text	Supports	
502.3.10 List of Actions	Supports	
502.3.11 Actions on Objects	Supports	
502.3.12 Focus Cursor	Supports	
502.3.13 Modification of Focus Cursor	Supports	
502.3.14 Event Notification	Supports	
502.4 Platform Accessibility Features	Supports	
<b>503 Applications</b>	Heading cell – no response required	Heading cell – no response required
503.2 User Preferences	Supports	
503.3 Alternative User Interfaces	Supports	
<b>503.4 User Controls for Captions and Audio Description</b>	Heading cell – no response required	Heading cell – no response required
503.4.1 Caption Controls	Not Applicable	<p><b>IL:</b> The IL component is a listening test. Providing an alternative to hearing the prerecorded audio prompts would negate the construct of this component. The AAPPL has a reading test (IR) that accurately assesses a user's reading skills.</p> <p><b>IR, PW:</b> There is no audio or video.</p> <p><b>ILS:</b> Video is available with closed captioning upon request.</p>
503.4.2 Audio Description Controls	Not Applicable	<p>The ILS can provide closed captioning to users upon request. The controls are not available to all users because their availability for users without a hearing impairment would inappropriately modify the test construct.</p>
<b>504 Authoring Tools</b>	Heading cell – no response required	Heading cell – no response required
504.2 Content Creation or Editing (if not authoring tool, enter "not applicable")	See <a href="#">WCAG 2.x section</a>	See information in WCAG 2.x section
504.2.1 Preservation of Information Provided for Accessibility in Format Conversion	Not Applicable	Product is not an authoring tool.
504.2.2 PDF Export	Not Applicable	Product is not an authoring tool.
504.3 Prompts	Not Applicable	Product is not an authoring tool.
504.4 Templates	Not Applicable	Product is not an authoring tool.

## Chapter 6: Support Documentation and Services

Notes:

Criteria	Conformance Level	Remarks and Explanations
<a href="#"><b>601.1 Scope</b></a>	Heading cell – no response required	Heading cell – no response required
<a href="#"><b>602 Support Documentation</b></a>	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features	Partially Supports	Product documentation currently includes minimal support such as an Accessibility User Guide. This document is targeted for expansion in 2025.
602.3 Electronic Support Documentation	See <a href="#">WCAG 2.x</a> section	See information in WCAG 2.x section
602.4 Alternate Formats for Non-Electronic Support Documentation	Supports	
<a href="#"><b>603 Support Services</b></a>	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features	Partially Supports	Product documentation currently includes minimal support such as an Accessibility User Guide. This document is targeted for expansion in 2025.
603.3 Accommodation of Communication Needs	Supports	

## Language Testing International, Inc. Legal Disclaimer

The information above describes this product's ability to support the applicable Standards/Guidelines, subject to LTI's interpretation of those standards and the remarks in this document. For more information regarding the accessibility status of this product or other products available through LTI, please contact [accommodations@languagetesting.com](mailto:accommodations@languagetesting.com).

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EXCLUSIVE LICENSEE OF **ACTFL**

# **Language Testing International, Inc.**

## **Accessibility Conformance Report**

### **Revised Section 508 Edition**

(Based on VPAT® Version 2.5)

**Name of Product/Version:** ACTFL Writing Proficiency Test (WPT) (all forms)

**Report Date:** December 13, 2024

#### **Product Description:**

The ACTFL Writing Proficiency Test (WPT) is a standardized test for the global assessment of functional writing ability in a language. The ACTFL WPT measures how well a person spontaneously writes in a language (without access to revisions and/or editing tools) by comparing his/her performance of specific writing tasks with the criteria stated in the ACTFL Proficiency Guidelines – Writing, Interagency Language Roundtable (ILR) Skill Level Descriptors – Writing, or the Common European Framework of Reference for Languages (CEFR), depending on the type of language proficiency certification needed.

The ACTFL WPT is a proctored, 25- to 80-minute test that can be taken in a traditional paper and pencil format (Booklet form) or online using a computer. It offers candidates 4 or 5 requests for written responses dealing with practical, social, and/or professional topics that are encountered in formal and informal contexts. The open-ended prompts are written in English, and all responses are to be written in the target language.

The WPT (in both online and booklet forms) is a timed test that, without accommodations, provides candidates with up to a total of 80 minutes to respond to all writing prompts. With advance notice, accommodations can be made to extend the time limit as needed.

The current version of the WPT rates the full range of the ACTFL scale, from Novice through Superior. It assesses level 0-5 on the ILR scale and A1-C2 on the CEFR scale.

The WPT consists of writing prompts at specific levels of proficiency. Each prompt describes the audience, context, and purpose of the writing task as well as a suggested response length (e.g., several sentences, multiple paragraphs) and time (e.g., 10 minutes). Then, candidates write their response.

This VPAT considers all three forms of the WPT (Forms 1 through 3), which differ depending on what proficiency levels they target. Having targeted test forms keeps the test to under 80 minutes. Semi-fixed WPTs are preset to one of the three forms. In Survey-based WPTs, candidates complete a Self-Assessment to determine the form of their WPT. See the following chart for more details.

<b>Form</b>	<b>Corresponding Self-Assessment Level</b>	<b># of prompts</b>	<b>Proficiency Levels Targeted</b>
<b>1</b>	Level 1 or 2	5	Novice to Intermediate
<b>2</b>	Level 3 or 4	4	Intermediate to Advanced
<b>3</b>	Level 5 or 6	4	Advanced to Superior

Before beginning the WPT, all candidates complete a Background Survey. They also receive a full overview and explanation of WPT procedures, including a Sample Question.

The Background Survey is a questionnaire that gathers information about the candidate's work, school, home, personal activities, and interests to determine the pool of topics from which the program will randomly select the prompts. In the Self-Assessment of Survey-based WPTs, candidates choose one of six different descriptions, which correspond to the three WPT forms, and that, in their opinion, most accurately describes their writing ability in the target language. The Self-Assessment choices made by candidates and their responses to the Background Survey ensure that each candidate receives a WPT that targets his or her range of ability and provides prompts based on topics familiar to him or her.

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**Notes:**

- LTI's responses to this VPAT template are in red so that the reader can more easily identify them.
- Features reported in this VPAT as "Partially Supports" or "Does Not Support" are on LTI's product roadmap for remediation.
- A WCAG 2.1 Report is available in the WCAG Edition of this VPAT, which is available from LTI upon request.

**Evaluation Methods Used:**

LTI's Assessment Product team conducted this VPAT review in July 2024 using multiple language versions of the product. Testing was performed with a range of assistive technologies and web browsers: JAWS v2024.2405.83 with Chrome v.126.0.6478.183; Safari v.15.6.1 with VoiceOver v.10. Mouse and keyboard-only testing were also performed with these versions of Chrome and Safari as well as with Firefox v.127.0 and Microsoft Edge v.126.0.2592.113 (Official build) (64-bit).

# Applicable Standards/Guidelines

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

Standard/Guideline	Included In Report
<a href="#">Web Content Accessibility Guidelines 2.0</a>	Level A (Yes) Level AA (Yes) Level AAA (No)
<a href="#">Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018</a>	(Yes)

## Terms

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

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.

## WCAG 2.0 Report

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

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

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

## Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
<b>1.1.1 Non-text Content</b> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: All non-text content is purely decorative. Electronic Docs: Software: Authoring Tool:
<b>1.2.1 Audio-only and Video-only (Prerecorded)</b> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: There is no audio or video. Electronic Docs: Software: Authoring Tool:
<b>1.2.2 Captions (Prerecorded)</b> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: There is no audio. Electronic Docs: Software: Authoring Tool:
<b>1.2.3 Audio Description or Media Alternative (Prerecorded)</b> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: There is no audio. Electronic Docs: Software: Authoring Tool:
<b>1.3.1 Info and Relationships</b> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
<p><b><u>1.3.2 Meaningful Sequence</u></b> (Level A)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<p><b><u>1.3.3 Sensory Characteristics</u></b> (Level A)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<p><b><u>1.4.1 Use of Color</u></b> (Level A)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: <b>The use of color is purely decorative</b> Electronic Docs: Software: Authoring Tool:
<p><b><u>1.4.2 Audio Control</u></b> (Level A)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: <b>There is no audio.</b> Electronic Docs: Software: Authoring Tool:
<p><b><u>2.1.1 Keyboard</u></b> (Level A)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<p><b><u>2.1.2 No Keyboard Trap</u></b> (Level A)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>		
<p><b><u>2.2.1 Timing Adjustable</u></b> (Level A)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: The only timed event is the test itself, and the time limit is part of the test. Additionally, extensions to the overall test time can be made for candidates who qualify for such an accommodation. Electronic Docs: Software: Authoring Tool:
<p><b><u>2.2.2 Pause, Stop, Hide</u></b> (Level A)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<p><b><u>2.3.1 Three Flashes or Below Threshold</u></b> (Level A)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<p><b><u>2.4.1 Bypass Blocks</u></b> (Level A)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software) – Does not apply to non-web software</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs) – Does not apply to non-web docs</li> </ul>	Web: <b>Supports</b> Electronic Docs: Authoring Tool:	Web: There is no need for it, since there is no Navbar or any repetitive interactive elements that stall the user's navigation. Electronic Docs: Authoring Tool:
<p><b><u>2.4.2 Page Titled</u></b> (Level A)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
<p><b>2.4.3 Focus Order</b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web: <b>Supports</b></p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>
<p><b>2.4.4 Link Purpose (In Context)</b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web: <b>Supports</b></p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>
<p><b>3.1.1 Language of Page</b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web: <b>Supports</b></p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>
<p><b>3.2.1 On Focus</b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web: <b>Supports</b></p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>
<p><b>3.2.2 On Input</b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web: <b>Supports</b></p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>
<p><b>3.3.1 Error Identification</b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> </ul>	<p>Web: <b>Supports</b></p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>		
<b>3.3.2 Labels or Instructions</b> (Level A)  Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<b>4.1.1 Parsing</b> (Level A)  Also applies to: WCAG 2.0 – Always answer ‘Supports’ Revised Section 508 <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Supports	For WCAG 2.0 and the 508 standards, the September 2023 errata update indicates this criterion is always supported. See the <a href="#">WCAG 2.0 Editorial Errata</a> .
<b>4.1.2 Name, Role, Value</b> (Level A)  Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

**Table 2: Success Criteria, Level AA**

Notes:

Criteria	Conformance Level	Remarks and Explanations
<b>1.2.4 Captions (Live)</b> (Level AA)  Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: <b>There is no audiovisual content.</b> Electronic Docs: Software: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
<p><b><u>1.2.5 Audio Description (Prerecorded)</u></b> (Level AA)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: <b>There is no audiovisual content.</b> Electronic Docs: Software: Authoring Tool:
<p><b><u>1.4.3 Contrast (Minimum)</u></b> (Level AA)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<p><b><u>1.4.4 Resize text</u></b> (Level AA)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: <b>Users can zoom in on text using their browsers' zoom controls.</b> Electronic Docs: Software: Authoring Tool:
<p><b><u>1.4.5 Images of Text</u></b> (Level AA)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<p><b><u>2.4.5 Multiple Ways</u></b> (Level AA)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software) – Does not apply to non-web software</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs) – Does not apply to non-web docs</li> </ul>	Web: <b>Supports</b> Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:
<p><b><u>2.4.6 Headings and Labels</u></b> (Level AA)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>		
<b>2.4.7 Focus Visible</b> (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<b>3.1.2 Language of Parts</b> (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: <b>All UI elements and the writing prompts are in English.</b> Electronic Docs: Software: Authoring Tool:
<b>3.2.3 Consistent Navigation</b> (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>• 501 (Web)(Software) – Does not apply to non-web software</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs) – Does not apply to non-web docs</li> </ul>	Web: <b>Supports</b> Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:
<b>3.2.4 Consistent Identification</b> (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>• 501 (Web)(Software) – Does not apply to non-web software</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs) – Does not apply to non-web docs</li> </ul>	Web: <b>Supports</b> Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:
<b>3.3.3 Error Suggestion</b> (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<b>3.3.4 Error Prevention (Legal, Financial, Data)</b> (Level AA) Also applies to:	Web: <b>Supports</b> Electronic Docs:	Web: <b>Right after logging in, users can check or uncheck the Assessment Integrity Policy and Penalties</b>

Criteria	Conformance Level	Remarks and Explanations
Revised Section 508 <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Software: Authoring Tool:	statements as many times as they'd like. However, they must ultimately check all boxes to move on to the test. Electronic Docs: Software: Authoring Tool:

### Table 3: Success Criteria, Level AAA

Note: The product was not reviewed for Level AAA compliance.

## Revised Section 508 Report

Notes:

### Chapter 3: Functional Performance Criteria (FPC)

Notes:

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision	Supports	
302.2 With Limited Vision	Supports	
302.3 Without Perception of Color	Supports	
302.4 Without Hearing	Supports	
302.5 With Limited Hearing	Supports	
302.6 Without Speech	Supports	
302.7 With Limited Manipulation	Supports	Fully compatible with keyboard navigation, there are no complex elements
302.8 With Limited Reach and Strength	Supports	

Criteria	Conformance Level	Remarks and Explanations
302.9 With Limited Language, Cognitive, and Learning Abilities	Partially Supports	The user is expected to have a certain level of cognitive ability. It does not have native multisensory support.

## Chapter 4: Hardware

Note: These criteria are all Not Applicable because the product is not Hardware.

## Chapter 5: Software

Notes:

Criteria	Conformance Level	Remarks and Explanations
501.1 Scope – Incorporation of WCAG 2.0 AA	See WCAG 2.x section	See information in WCAG 2.x section
<b>502 Interoperability with Assistive Technology</b>	Heading cell – no response required	Heading cell – no response required
502.2.1 User Control of Accessibility Features	Partially Supports	There are no accessibility controls for the user to activate at will, however the UI was carefully crafted to be accessible as default
502.2.2 No Disruption of Accessibility Features	Supports	
<b>502.3 Accessibility Services</b>	Heading cell – no response required	Heading cell – no response required
502.3.1 Object Information	Supports	
502.3.2 Modification of Object Information	Supports	
502.3.3 Row, Column, and Headers	Supports	
502.3.4 Values	Supports	
502.3.5 Modification of Values	Supports	
502.3.6 Label Relationships	Supports	
502.3.7 Hierarchical Relationships	Supports	
502.3.8 Text	Supports	
502.3.9 Modification of Text	Supports	
502.3.10 List of Actions	Supports	
502.3.11 Actions on Objects	Supports	
502.3.12 Focus Cursor	Supports	
502.3.13 Modification of Focus Cursor	Supports	

Criteria	Conformance Level	Remarks and Explanations
502.3.14 Event Notification	Supports	
502.4 Platform Accessibility Features	Supports	
<b><i>503 Applications</i></b>	Heading cell – no response required	Heading cell – no response required
503.2 User Preferences	Partially Supports	There are no accessibility settings for the user to change, however the UI was carefully crafted to be accessible as default
503.3 Alternative User Interfaces	Supports	
<b><i>503.4 User Controls for Captions and Audio Description</i></b>	Heading cell – no response required	Heading cell – no response required
503.4.1 Caption Controls	Supports	There is no audio.
503.4.2 Audio Description Controls	Supports	There is no audio.
<b><i>504 Authoring Tools</i></b>	Heading cell – no response required	Heading cell – no response required
504.2 Content Creation or Editing (if not authoring tool, enter “not applicable”)	See <a href="#">WCAG 2.x</a> section	See information in WCAG 2.x section
504.2.1 Preservation of Information Provided for Accessibility in Format Conversion	Not Applicable	Product is not an authoring tool.
504.2.2 PDF Export	Not Applicable	Product is not an authoring tool.
504.3 Prompts	Not Applicable	Product is not an authoring tool.
504.4 Templates	Not Applicable	Product is not an authoring tool.

## Chapter 6: Support Documentation and Services

Notes:

Criteria	Conformance Level	Remarks and Explanations
<b><i>601.1 Scope</i></b>	Heading cell – no response required	Heading cell – no response required
<b><i>602 Support Documentation</i></b>	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features	Does Not Support	Product documentation does not currently have an Accessibility User Guide. This document is targeted for a future release.
602.3 Electronic Support Documentation	See <a href="#">WCAG 2.x</a> section	See information in WCAG 2.x section
602.4 Alternate Formats for Non-Electronic Support Documentation	Supports	
<b><i>603 Support Services</i></b>	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
603.2 Information on Accessibility and Compatibility Features	Does Not Support	Product documentation does not currently have an Accessibility User Guide. This document is targeted for a future release.
603.3 Accommodation of Communication Needs	Supports	

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# Language Testing International - 2025-26\_V5\_Final\_LTI\_for Jay

Final Audit Report

2026-01-15

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